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**CITY COUNCIL  
MEETING AGENDA**

**June 15, 2023  
5:30 PM**

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

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**REGULAR MEETING – 5:30 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:  
ACTION ITEM**

**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 – June 6, 2023, City Council Meeting
- b. Payables – May 29, 2023 – June 7th, 2023
- c. April Cash and Investments
- d. Avista Agreement with the Police Department to Pay Overtime for Officers Help Reducing Trespassing on Avista Property
- e. Public Shuttle Services Agreement Between Kootenai County Public Transportation Citylink and Post Falls Park & Recreation for Shuttle Service during the Post Falls Festival.

**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. Millsap Landing Annexation File No. ANN-22-16
- b. Thompson/Satchwell N. Crown – Annexation and Zone Change with Potential Land Exchange File No. ANN-22-14/ZC-22-7

**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. Ordinance – D-Bat Facility Zone Change File No. ZC-22-6

**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. I90 SH-41 Interchange (project A02(442)), City – ITD Cooperative Construction Agreement
- b. SH-41 Seltice Way to Hayden Ave City – ITD Memorandum of Understanding
- c. Resolution for Sole Source Determination and Purchase of Water Reclamation Service Truck

**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

Jun 15	8:00 am	Urban Renewal Agency
Jun 15	5:30 pm	<u>City Council</u> – moved from June 20th
Jun 18		<b>Father’s Day</b>
Jun 19		<b>City Business offices are closed in Observance of Juneteenth</b>
Jun 20	6:00 pm	<u>City Council</u> – Canceled moved to June 15 <sup>th</sup>
Jun 23	Sunset	Movies in the Park – Tullamore Park - Luca
Jun 27	6:00 pm	Parks and Recreation Commission - Workshop
Jul 4		<b>City Business offices are close in Observance of the 4<sup>th</sup> of July</b>
Jul 5	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jul 5	6:00 pm	<u>City Council</u>
Jul 7		<b>Post Falls Festival</b>
Jul 7	Sunset	Movie in the Park – Q’emiln Park - Aladdin
Jul 8		<b>Post Falls Festival</b>
Jul 8	10:00 am	Post Falls Festival Parade
Jul 9		<b>Post Falls Festival</b>
Jul 11	5:30 pm	Planning and Zoning Commission
Jul 12	5:30 pm	<b>River City Market &amp; Music at the Post Falls – Landings Park</b>
Jul 13	8:00 am	Urban Renewal Agency
Jul 18	5:00 pm	<u>City Council</u> – Final Water Reclamation Facility Plan
Jul 18	6:00 pm	<u>City Council</u>
Jul 19	5:30 pm	<b>River City Market &amp; Music at the Post Falls – Landings Park</b>
Jul 25	6:00 pm	Parks and Recreation Commission
Jul 26	5:30 pm	<b>River City Market &amp; Music at the Post Falls – Landings Park</b>
Aug 1	5:00 pm	<u>City Council Workshop</u> – Budget Workshop #2
Aug 1	6:00 pm	<u>City Council</u>
Aug 2	5:30 pm	<b>River City Market &amp; Music at the Post Falls – Landings Park</b>
Aug 8	5:30 pm	Planning and Zoning Commission
Aug 9	5:30 pm	<b>River City Market &amp; Music at the Post Falls – Landings Park</b>
Aug 11	Sunset	<b>Movie in the Park – The Rookie</b>
Aug 15	5:00 pm	<u>City Council Workshop</u> – Sidewalk Snow Removal
Aug 15	6:00 pm	<u>City Council</u>

Aug 16 5:30 pm

Aug 17 8:00 am

Aug22 6:00 pm

**River City Market & Music at the Post  
Falls – Landings Park**

Urban Renewal Agency

Parks and Recreation Commission

# Post Falls City Council Meeting

## June 15<sup>th</sup>, 2023

### Council Agenda Memorandum

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

**FROM:** Shelly Enderud, City Administrator

**CC:** Department Heads

#### 1. Consent Calendar

- c. April Cash and Investments – The Finance Department presents the cash and investment balances to Council for approval for April 2023 in compliance with State Code.
- d. Avista Agreement with the Police Department to Pay Overtime for Officers Help in Reducing Trespassing on Avista Property – The Police Department requests approval of the agreement with Avista to pay for overtime details around the Avista property where they report trespassing and individuals swimming in dangerous no swim areas. The agreement states Avista will provide up to \$20,000 per season for said patrols. If approved, the Mayor will sign the agreement.
- e. Public Shuttle Services Agreement Between Kootenai County Public Transportation CityLink and Post Falls Park and Recreation for Shuttle Service During the Post Falls Festival – The Parks and Recreation Department requests approval of the agreement with Kootenai County Public Transportation CityLink for the purpose of operating a no-fare limited duration public transportation route shuttle service during the Post Falls Festival on 7/8/23 – 7/9/23. There will be no fiscal impact to the City for this agreement. If approved, the Mayor will sign the agreement.

#### 2. Public Hearings

- a. Millsap Landing Annexation File No. ANNX-22-16 – Opportunity for public comment is given on the request from Whipple Engineering, on behalf of Wild Horse Investments, to annex approximately five acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1). The property is located south of East Bogie Drive between North Greensferry Road and North Cecil Road. The surrounding areas to the north and east are large lot residential in the County, and to the west and south are R-1 Subdivisions in the City. At their April 11, 2023, meeting, the Planning and Zoning Commission recommended

zoning as requested. Three people wrote in as in favor of the project. After comment and discussion, Council should either approve or deny the annexation as presented.

- b. Thompson / Satchwell N. Crown Annexation and Zone Change with Potential Land Exchange File No. ANNX-22-14 / ZC-22-7 - Opportunity for Public Comment is given on the collective Land Use application between the City of Post Falls and the Jacklin Land Company. The three requests before City Council are a land exchange, annexation, and zone change. The land exchange request would increase the open space for the preservation of the Rathdrum Prairie and provide developable lands for the Jacklin Land Company. The exchange is contingent upon the annexation of 264 acres (178 to be designated Public Reserve) and rezoning of 80 acres. The properties are generally located north of Prairie Avenue between North Chase Road and Highway 41. The proposed annexation areas are surrounded by Post Falls land application land, large county residential lots, county agricultural land, and undeveloped lands in the City of Post Falls. The Planning and Zoning Commission recommended zoning as requested at their May 17, 2023, meeting. Four people testified or wrote in as in favor of the proposed annexation and zoning, eleven people testified or wrote in as opposed to the proposed annexation and zoning. After comment and discussion, Council may approve or deny the proposed annexation and zone changes. Council may also approve or deny the proposed land exchange.

### 3. Unfinished Business

- a. Ordinance: D-Bat Facility Zone Change File No. ZC-22-6 – This ordinance formalizes the zone change approved by Council on February 21, 2023. Council may adopt the ordinance or take no action.

### 4. New Business

- a. I-90 SH-41 Interchange (Project A02(442)), City and ITD Cooperative Construction Agreement – Assistant City Engineer Rob Palus requests approval of the Cooperative Construction Agreement with ITD for the I-90 and SH-41 Interchange. Construction on this project started in the fall of 2022 and is estimated to be completed in 2025. To address the impacts to the City's systems, a Cooperative Construction Agreement has been negotiated over the past eight months. The total estimated financial impact to the City is \$1,278,223 and includes a traffic signal, water line relocations and modifications, sanitary sewer modifications, and Centennial Trail revisions. If approved, the Mayor will sign the agreement.
- b. SH-41 Seltice Way to Hayden Avenue City and ITD Memorandum of Understanding – Assistant City Engineer Rob Palus requests approval of the Cooperative Construction Agreement with ITD for the SH-41, Seltice Way to Hayden Avenue project. In 2020 an MOU was entered for this project, but with the reconstruction of the I-90 / SH-41 Interchange, another MOU is needed to cover the abovenamed sections and a portion of the I-90 Business Loop that exists at the intersection of SH-41 and Seltice Way. To reduce the number of agreements, the City worked to combine the 2020 MOU and the work that is currently under construction. This agreement includes maintenance of the SH-41 Trail, electrical costs for four of the eight traffic signals (the City was previously responsible for nine), electrical costs of roadway illumination outside the State's rights-of-way (the City

was previously responsible for illumination within the State's rights-of-way), roadway markings of City streets within the ITD rights-of-way, delegating maintenance of improved roadsides to adjoining property owners with separate agreement with the State. Fiscal impacts will be ongoing maintenance costs and general operational costs of impacted departments. If approved, the Mayor shall sign the MOU.

- c. Resolution: Sole Source Documentation and Purchase of Water Reclamation Service Truck - Public Works Maintenance Manager Ross Junkin requests approval of the Resolution for the Sole Source Determination and Purchase of the Water Reclamation service truck. This truck is used to provide required maintenance at various locations in the collections system and at the treatment facility. Lead times for new vehicles and a subsequent crane body build and installation are around 12 months. A suitable new 2022 truck is available from Knudtsen Chevrolet. Staff inquired with other local dealers, including vendors who provide complete service truck packages, and found no other vehicles available within a shorter timeframe. Staff requests authorization to purchase this vehicle directly, after the appropriate sole-source public notice process has run. Total fiscal impact is \$175,836 to be paid from the Water Reclamation vehicle purchase allocation for FY 23. If approved, the resolution will be signed and proper noticing will be completed.

## 6. Administrative / Staff Reports

None

## 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**

**June 6, 2023  
6:00 PM**

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

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

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:  
ACTION ITEM**

- a. The next City Council meeting has been moved to Thursday, June 15<sup>th</sup>, starting at 5:30 pm here at City Hall. There will not be a meeting on June 20<sup>th</sup>.

**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 Thoreson to continue the Comprehensive Plan Amendment-Additional Clarifying Language Related to Focus Area Description and the Housing Company Zone Change (File No. ZC-23-1) public hearing to the July 5<sup>th</sup>, 2023 City Council meeting at 6:00 pm and to continue the Millsap Landing Annexation (File No. ANN-23-16) public hearing to the June 15<sup>th</sup>, 2023 city Council meeting at 5:30 pm.**

**Second by Malloy.**

**Vote: Thoreson-Aye, Malloy-Aye, Walker-Aye, Ziegler-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 – May 16, 2023, City Council Meeting
- b. Payables – May 9, 2023 – May 29, 2023
- c. Building Inspectors Request for Disposal of Vehicle
- d. Facility Maintenance Request for Disposal of Vehicle
- e. Water Reclamation Facility Request for Disposal of 1998 Vactor Truck
- f. March 2023 Cash and Investments
- g. Ashlar Ranch Subdivision Construction Improvement Agreement
- h. Intergovernmental Agreement with City of Hayden for Prosecution Services
- i. Memorandum of Understanding with the Idaho Attorney General for a Fully Funded Certified Officer to Investigate Crimes Against Children
- j. Purchase of ClearGov Budgeting Software by the Finance Department
- k. Wellsprings Addition Subdivision Construction Improvement Agreement
- l. Mongeau Meadows Subdivision Plat Application
- m. 2023 Asphalt Chip Seal and Fog Seal Placement Bid Award
- n. Jacklin HWY-41 Construction Improvement Agreement Addendum II – Fennecus Roundabout and Prairie Widening

**Motion by Malloy to accept the Consent Calendar as presented.**

**Second by Walker.**

**Vote: Walker-Aye, Ziegler-Aye, Thoreson-Aye, Malloy-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. Impact Fee Update

**Public Hearing opened at 6:07 pm.**

**Staff Report**

Jason Faulkner, Finance Director Presenting: Staff engaged with TischlerBise in the Fall of 2022 to update the fee categories with updated costs for the projects within the fee categories. These findings were presented to Council in a Workshop held on February 7<sup>th</sup> and a Public Hearing on February 21<sup>st</sup>. Council provided direction to amend the fees, reducing the parks impact fee and the multimodal fee, and bring back to Council for adoption. The amended fees were brought back to Council on March 21<sup>st</sup> but did not include the updates to the multi-family and commercial components of the fee. Tonight, we are bringing forth those increases. I would also like to increase

the utility water shut off fee from \$35 to \$50 to bring it more in line with what other cities are charging. These fees would go in effect on July 17<sup>th</sup>, 2023.

Thoreson: Effective July 17<sup>th</sup>, is there something special about July 17<sup>th</sup>?

Warren Wilson, City Attorney: Under state law impact fees can't take effect any sooner than 30 days after the update.

### Testimony

In Favor – None

Neutral – None

In Opposition – None

**Public Hearing closed at 6:10 pm.**

### Discussion

Jacobson: I have had a concern expressed to me about the calculation for the impact fees. I do not want to change anything tonight. But I will have questions in the future on how this is calculated.

Wilson: We have a Resolution under unfinished business to adopt the impact fees.

Thoreson: Raising the water disconnect fee from \$35 to \$50, would this be considered in the fee schedule?

Faulkner: That was not on the list because the meat and potatoes was the impact fees and the water disconnect was just one.

Wilson: we may revisit that, the agenda does not list that item, it only lists the impact fees. You may see that one coming back.

**There is a Resolution in the Unfinished Business section of the agenda for approval or denial for this.**

- b. Comprehensive Plan Amendment – Additional Clarifying Language Related to Focus Area Description.  
**To Be Continued to July 5, 2023, at 6:00 p.m.**
- c. Millsap Landing Annexation File No. ANN-22-16.  
**To Be Continued to June 15, 2023, at 5:30 p.m.**
- d. Housing Company Zone Change File No. ZC-23-1  
**To Be Continued to July 5, 2023, at 6:00 p.m.**

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

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### ACTION ITEMS:

a. Tertiary Treatment Upgrade – Special Inspections, Request for Increase of Contract Amount  
Andrew Arbin, Projects Division Manager presenting: The construction of the Tertiary Treatment Upgrades requires the inspection and oversight of materials and installation of components related to the construction of the project. In September of 2022, Council approved staff's recommendation to increase Allwest's contract. At the time, the cost of this increase included the services estimated

to complete the work elements of the project, primarily, paving, fire blocking, compaction testing and misc. bolting and welding. Testing and inspection services continue as a result of the overall delay in the completion of the project. While the delayed completion is extending the duration of construction work, the changes in work sequence tend to result in a decrease of efficiency as it pertains to inspection and testing of work. Provisions in the construction contract allow this flexibility or resequencing and is considered a contractor's means and methods in accomplishing work. While the project team continues to seize opportunities to streamline inspection and testing services, this request for increase also includes the necessary services related to known change orders to-date. These changes were not captured in Allwest's original agreement or as part of the previous request. Where reinspection and quality control are concerned, the city and the contractor have established a method to track and bill related services directly to the appropriate entity for those specific instances. This request is for an additional \$21,100. The adjusted value of Allwest's contract with all approved changes to-date will become \$182,071.20.

Mayor: Where are we on the percentage of completion on the tertiary treatment portion? It seems like we have been talking about tertiary treatment for 3 years.

Arbini: 2 ½ and we are going on 3 years. The last time I was at Council a few months ago we were at about 8 million of a 40 million project.

**Motion Thoreson to approve the Tertiary Treatment Upgrade – Special Inspections, request for increase of contract amount.**

**Second by Walker.**

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

**Motion Carried**

b. Resolution – Impact Fee Update

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

**Motion by Thoreson to approve the Resolution Impact Fee Update and to direct the clerk to assign the appropriate number.**

**Second by Walker.**

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

**Motion Carried**

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

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*Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.*

**ACTION ITEMS:**

- a. 12<sup>th</sup> Ave Force Main Phase 1 – Authorization for Pre-Construction Services
- b. 12<sup>th</sup> Ave Force Main Phase 1 – Authorization for Design and Bidding Services

Jaxon Fleshman, Project Manager presenting: This will be covering both items. The 12<sup>th</sup> Ave project was identified in the 2018 Collections Master Plan. A diversion study, performed by Keller Associates, confirmed an option to construct the first mile of force main with an interim discharge in the vicinity of Sugar Maple Trail and 12<sup>th</sup> Avenue. We decided to go the two-consultant approach. Keller has familiarity with the project and our Master Plan because they are the ones who did it. JUB, the city was impressed with their public involvement plan. JUB is also familiar with the city, how we work, and our facility. Keller’s contract would be for \$72,135 and JUB’s contract would be for \$21,000 both with a 10% contingency. We will return to Council for the construction phase. We estimate this will be completed by 2024.

**Motion by Malloy to approve the 12<sup>th</sup> Ave Force Main Phase 1 – Authorization for Pre-Construction Services and the 12<sup>th</sup> Ave force Main Phase 1 – Authorization for Design and Bidding Services.**

**Second by Walker.**

**Vote: Walker-Aye, Ziegler-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.*

Mayor: Just so you know, and I have really strong feelings what the topic is tonight because I received a letter. This is not something city law handles, it is State and Federal. We do not want to come across as not listening to you. I read the letter and understand the concerns, but we cannot as a body violate State or Federal law. I will let one person speak on this topic.

Chris Tiffany: Spoke about a Drug Rehab Facility that is going in in the Montrose Development. He spoke about the owner and the problems for the community and City this will create.

**6. ADMINISTRATIVE / STAFF REPORTS**

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**None**

**7. MAYOR AND COUNCIL COMMENTS**

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Mayor: School is out, and the weather is warm, kids are going to be out. Please watch out for them.  
Thoreson: Congratulations to Kim Brown who was awarded the Esto Perpetua award for historical preservation.  
My other comment is any City Council meeting where we have this many people in the audience is a really good meeting.

### **8. EXECUTIVE SESSION**

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

**ACTION ITEM (To enter into executive session only):  
None**

**ADJOURNMENT 6:32 PM**

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**Ronald G. Jacobson, Mayor**

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**Shannon Howard, City Clerk**

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Mayor Ronald G. Jacobson

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

#### Mission

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

#### Vision

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

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

# Post Falls Check Approval



City of Post Falls

Packet: APPKT10850 - Check Run 6.16.23  
 Vendor Set: 01 - Vendor Set 01

Check Date: 6/9/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>					
Balance Sheet Accounts					
<a href="#">VEN08624</a>	HALLMARK HOMES				
APMWB	Check	<a href="#">BOND RELEASE - 2636 N WRENLEY</a>	BOND RELEASE - 2636 N WRENLEY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 2656 N WRENLEY</a>	BOND RELEASE - 2656 N WRENLEY	001-22115	2,000.00
<a href="#">VEN11835</a>	SORBONNE HOMES LLC				
APMWB	Check	<a href="#">BOND RELEASE - 1066 E PERCIVAL</a>	BOND RELEASE - 1066 E PERCIVAL	001-22115	2,000.00
<a href="#">VEN12718</a>	VIKING CONSTRUCTION				
APMWB	Check	<a href="#">BOND RELEASE - 1578 N WOLLASTON</a>	BOND RELEASE - 1578 N WOLLASTON	001-22115	2,000.00
		<a href="#">BOND RELEASE - 873 E ALLENBY</a>	BOND RELEASE - 873 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1614 N WOLLASTON</a>	BOND RELEASE - 1614 N WOLLASTON	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1597 N WOLLASTON</a>	BOND RELEASE - 1597 N WOLLASTON	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1102 E ALLENBY</a>	BOND RELEASE - 1102 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1086 E ALLENBY</a>	BOND RELEASE - 1086 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1028 E ALLENBY</a>	BOND RELEASE - 1028 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1014 E ALLENBY</a>	BOND RELEASE - 1014 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 908 E ALLENBY</a>	BOND RELEASE - 908 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 1000 E ALLENBY</a>	BOND RELEASE - 1000 E ALLENBY	001-22115	2,000.00
		<a href="#">BOND RELEASE - 968 E ALLENBY</a>	BOND RELEASE - 968 E ALLENBY	001-22115	2,000.00
<b>Balance Sheet Accounts Total:</b>					<b>28,000.00</b>
Dept: 412 Information Systems					
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Check	<a href="#">JS54894</a>	Apple iPad for building inspector	001-412.0000.66040	621.14
		<a href="#">HX83028</a>	Screenbeam device	001-412.0000.66040	295.92
<a href="#">VEN14426</a>	Crow Canyon Systems, Inc.				
APMWB	Check	<a href="#">2023-341</a>	Annual Nitro Studio subscription renewal	001-412.0000.66014	3,779.00
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">2244 05.25.23</a>	Back Market - Replacement Pixel 6	001-412.0000.65030	504.97
		<a href="#">2244 05.15.23 B</a>	Amazon - Universal Rails	001-412.0000.66030	299.19
		<a href="#">2244 05.10.23</a>	Amazon - DP to HDMI Cables	001-412.0000.66030	93.91
		<a href="#">2244 05.15.23 A</a>	Amazon - Refund on Server Rails	001-412.0000.66030	-109.77
		<a href="#">2244 05.09.23</a>	Amazon - Server Universal Mounts	001-412.0000.66030	109.77
		<a href="#">2244 05.08.23</a>	Amazon - Parks Monitors	001-412.0000.66040	712.00
<b>Dept 412 Total:</b>					<b>6,306.13</b>
Dept: 413 General Services					
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">6861 05.24.23 B</a>	Priceline - 3CMA Conference Flight	001-413.0000.64010	523.40
		<a href="#">6861 05.24.23 A</a>	3CMA - Conference Membership Registratio	001-413.0000.64010	870.00
<b>Dept 413 Total:</b>					<b>1,393.40</b>
Dept: 414 Finance					
<a href="#">VEN14240</a>	ACRAnet- CBS Branch				
APMWB	Check	<a href="#">23281</a>	M. Bayless background and credit check	001-414.0000.62080	74.00
<b>Dept 414 Total:</b>					<b>74.00</b>
Dept: 415 City Clerk					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">0000008584</a>	Printing of Ordinance 1486	001-415.0000.62000	48.04
		<a href="#">0000008592</a>	Printing of Ordinance 1487	001-415.0000.62000	48.04
<b>Dept 415 Total:</b>					<b>96.08</b>
Dept: 417 Media/Cable Franchise					

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<u>VEN14670</u>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">6861 05.24.23 B</a>	Priceline - 3CMA Conference Flight	001-417.0000.64010	523.40
		<a href="#">6861 05.24.23 A</a>	3CMA - Conference Membership Registratio	001-417.0000.64010	870.00
		<a href="#">1846 06.05.23</a>	NAGC - Webinar	001-417.0000.64020	49.00
		<a href="#">1846 05.11.23</a>	Canva - Canva Pro Subscription	001-417.0000.66014	119.40
			<b>Dept 417 Total:</b>		<b>1,561.80</b>
Dept: 421 Police					
<u>A254</u>	Allegra Print & Imaging				
APMWB	Check	<a href="#">203027</a>	Letter head second sheets	001-421.0000.63060	51.80
		<a href="#">203023</a>	Property notice to Inmates forms	001-421.0000.63210	312.19
<u>A550</u>	Audiology Research Associates				
APMWB	Check	<a href="#">87504</a>	New employee testing - Frederick	001-421.0000.62260	33.00
<u>A600</u>	Awards Etc.				
APMWB	Check	<a href="#">34387</a>	20 Yr plaque for Harmon	001-421.0000.63060	56.00
<u>VEN14572</u>	Axon Enterprise, Inc				
APMWB	Check	<a href="#">INUS161192</a>	AXON Fleet 3 for patrol vehicles	001-421.0000.91065	456,270.05
<u>C140</u>	CDW Government Inc.				
APMWB	Check	<a href="#">JT91528</a>	Annual Firewall Maint and support Fortnet	001-421.0000.66043	8,060.00
<u>VEN14145</u>	Charter Communications				
APMWB	Check	<a href="#">0337140052023</a>	PD Internet	001-421.0000.65030	159.98
<u>C210</u>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	001-421.0000.65004	242.98
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL81550</a>	PD fuel	001-421.0000.64030	5,616.34
		<a href="#">CL84623</a>		001-421.0000.64030	7,107.47
<u>G020</u>	Galls, LLC				
APMWB	Check	<a href="#">024398720</a>	Patrol uniform and gear - Grob	001-421.0000.67020	358.41
		<a href="#">024436984</a>	Patrol equipment - Grob	001-421.0000.67020	206.54
		<a href="#">024433734</a>	Uniform pants - Peterson	001-421.4000.72000	91.29
		<a href="#">024398720</a>	Patrol uniform and gear - Grob	001-421.4000.72000	520.55
		<a href="#">024308282</a>	Jumpsuit - Sporleder	001-421.4000.72000	607.07
		<a href="#">024308280</a>	Jumpsuit - Bowman	001-421.4000.72000	573.46
		<a href="#">024326256</a>	Patrol jacket - Slover	001-421.4000.72000	165.66
		<a href="#">024534930</a>	Jumpsuit - McDaniel	001-421.4000.72000	622.57
		<a href="#">024308278</a>	Jumpsuit - Mealer	001-421.4000.72000	499.09
		<a href="#">024300006</a>	Bike patrol pants	001-421.4000.72000	78.11
<u>VEN01683</u>	Goodyear Tire & Rubber Company				
APMWB	Check	<a href="#">197-1140531</a>	Tires - PFPD140	001-421.0000.67190	520.04
		<a href="#">197-1148326</a>	Tires - PFPD130	001-421.0000.67190	724.92
<u>VEN02453</u>	Idaho POST				
APMWB	Check	<a href="#">S23114488</a>	Class registration - Dalke	001-421.0000.64020	750.00
<u>VEN13191</u>	Intermax Networks				
APMWB	Check	<a href="#">266669</a>	Direct link to City Hall	001-421.0000.62040	475.00
<u>K140</u>	Kootenai Electric				
APMWB	Check	<a href="#">1588061 053023</a>	Blossom Mtn electric	001-421.0000.65021	302.51
<u>L0195</u>	Language Line Services				
APMWB	Check	<a href="#">11004685</a>	Interpreter services	001-421.0000.65030	90.00
<u>VEN14015</u>	Midway Hyundai				
APMWB	Check	<a href="#">168923</a>	Alignment - PFPD102	001-421.0000.67170	99.99
		<a href="#">169015</a>	Tires and balance - PFPD89	001-421.0000.67190	929.36
<u>VEN12699</u>	Mike White Ford of Coeur d'Alene				
APMWB	Check	<a href="#">117017</a>	Hood repair - PFPD124	001-421.0000.67170	689.15
<u>VEN08971</u>	Mister Green				
APMWB	Check	<a href="#">24597</a>	PD Lawn maintenance	001-421.0000.68010	200.00
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-234280</a>	Battery charger	001-421.0000.67090	107.10
		<a href="#">3688-233758</a>	Core credits	001-421.0000.67100	-689.48
		<a href="#">3688-230182</a>	Credit for returns	001-421.0000.67100	-244.40
		<a href="#">3688-232510</a>	Air filters - PFPD139	001-421.0000.67100	28.90
		<a href="#">3688-233776</a>	Core credit	001-421.0000.67100	-18.00



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APMWB	Check	<a href="#">3688-233997</a>	Core deposit return	001-421.0000.67100	-18.00
		<a href="#">3688-234052</a>	Refrigerant filter - PFPD110	001-421.0000.67100	4.49
		<a href="#">3688-233628</a>	Air filters - PFPD127	001-421.0000.67100	21.18
		<a href="#">3688-233665</a>	Oil filters for stoel	001-421.0000.67100	22.20
		<a href="#">3688-233732</a>	Credit for returns	001-421.0000.67100	-398.46
		<a href="#">3688-232581</a>	Steering tie rod end - PFPD102	001-421.0000.67100	105.62
		<a href="#">3688-234051</a>	Condensor drier - PFPD110	001-421.0000.67100	189.05
		<a href="#">3688-228534</a>	Control arm assembly - PFPD102	001-421.0000.67100	93.80
		<a href="#">3688-234158</a>	DEX Coolant - stock	001-421.0000.67100	98.28
		<a href="#">3688-228704</a>	Sway bar link - PFPD140	001-421.0000.67100	103.54
		<a href="#">3688-233950</a>	Battery - PFPD100	001-421.0000.67100	123.93
		<a href="#">3688-234013</a>	Compressor - PFPD110	001-421.0000.67100	388.01
		<a href="#">3688-228527</a>	Control arm assembly - PFPD102	001-421.0000.67100	144.00
		<a href="#">3688-232554</a>	Struts - PFPD102	001-421.0000.67100	304.66
		<a href="#">3688-234971</a>	Brake pads and rotors - PFPD142	001-421.0000.67100	276.17
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">310819137001</a>	Office Supplies-PD	001-421.0000.63920	67.92
<a href="#">VEN01379</a>	O'Reilly Auto Parts				
APMWB	Check	<a href="#">3829-484569</a>	Toggle switch - PFPD105	001-421.0000.67100	6.68
<a href="#">P310</a>	Platt Electric Supply				
APMWB	Check	<a href="#">4A28206</a>	CAT cable for substation	001-421.0000.66050	234.42
<a href="#">P2420</a>	Post Falls Chamber				
APMWB	Check	<a href="#">67876</a>	RCLA graduation luncheon	001-421.0000.63590	150.00
		<a href="#">67402</a>	Community Gala table	001-421.0000.63590	300.00
<a href="#">P4384</a>	Proforce Law Enforcement				
APMWB	Check	<a href="#">517460</a>	Patrol ammunition	001-421.0000.63300	804.87
		<a href="#">517756</a>	2023 Patrol Rifles	001-421.0000.63500	4,403.40
		<a href="#">520003</a>	Taser batteries	001-421.0000.67020	908.25
<a href="#">VEN14803</a>	R David Moore				
APMWB	Check	<a href="#">RDM055</a>	Re-accreditation assement fees	001-421.0000.62040	531.25
<a href="#">S022</a>	Salt Lake Wholesale Sports				
APMWB	Check	<a href="#">89919</a>	2023 Ammunition	001-421.0000.63300	6,950.61
		<a href="#">90068</a>	Liftgate for ammo delivery	001-421.0000.63300	45.00
		<a href="#">88864</a>	Ammunition	001-421.0000.63300	628.05
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">342603/1</a>	Lock pins for shop stock	001-421.0000.67100	10.90
<a href="#">VEN14765</a>	Sound Uniform Solutions, Inc				
APMWB	Check	<a href="#">202304SU268</a>	Patrol Uniforms	001-421.4000.72000	503.50
		<a href="#">202305SU124</a>		001-421.4000.72000	503.50
<a href="#">VEN14584</a>	Sylint, LLC				
APMWB	Check	<a href="#">18072</a>	Monthly contract payment	001-421.0000.62040	9,332.00
		<a href="#">18113</a>	Annual SentinelOne antivirus/antiransomware	001-421.0000.66043	9,625.00
<a href="#">VEN14751</a>	Tetiri, LLC				
APMWB	Check	<a href="#">042823</a>	Police substation electric	001-421.0000.65021	72.74
<a href="#">VEN14564</a>	Threads				
APMWB	Check	<a href="#">11</a>	Uniform alterations	001-421.4000.72000	68.00
<a href="#">VEN07714</a>	Uniforms2gear, Inc				
APMWB	Check	<a href="#">RINV/2023/04/0033</a>	Credit for returned ECO pants	001-421.4000.72000	-66.90
		<a href="#">INV/2023/03/0837</a>	ECO uniforms - Devitt/Connor	001-421.4000.72000	222.61
		<a href="#">INV/2023/03/0831</a>	ECO Uniforms shirts - Lockhart	001-421.4000.72000	243.34
<a href="#">W181</a>	Western States Fire Protection				
APMWB	Check	<a href="#">WSF519987</a>	5 year fire sprinkler inspection	001-421.0000.68010	810.00
		<a href="#">WSF521945</a>	Fire system troubleshooting	001-421.0000.68010	544.64
<a href="#">VEN14328</a>	ZaccWorks				
APMWB	Check	<a href="#">2023-0522B</a>	Website maintenance	001-421.0000.66043	125.00
		<a href="#">2023-0522A</a>	Server maintenance	001-421.0000.66043	135.00
<a href="#">VEN03255</a>	Ziply Fiber				
APMWB	Check	<a href="#">2081970075040822</a>	PD Phones	001-421.0000.65030	1,141.72
		<a href="#">2087733518062003</a>	PD phones	001-421.0000.65030	289.97
		<a href="#">2087777569071422</a>	PD Internet	001-421.0000.65030	85.60
		<a href="#">2087736415-06130</a>	Elevator line	001-421.0000.65030	50.04

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 424 Legal					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-424.0000.64030	174.64
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">313643113001</a>	Office Supplies- Legal	001-424.0000.63040	118.68
		<a href="#">313625889001</a>	Office Supplies-Legal	001-424.0000.63040	491.86
		<a href="#">312954298001</a>		001-424.0000.63040	245.93
		<a href="#">314635426001</a>		001-424.0000.63040	189.99
		<a href="#">312954298001</a>		001-424.0000.63060	189.89
<b>Dept 424 Total:</b>					<b>1,410.99</b>
Dept: 427 Animal Control					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL81550</a>	PD fuel	001-427.0000.64030	220.47
		<a href="#">CL84623</a>		001-427.0000.64030	240.41
<a href="#">G020</a>	Galls, LLC				
APMWB	Check	<a href="#">023939422</a>	Animal safety work pants	001-427.4000.72000	80.16
<b>Dept 427 Total:</b>					<b>541.04</b>
Dept: 431 Streets					
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">510126</a>	Streets Port-a-John Clean out - May 2023	001-431.0000.68130	78.00
<a href="#">A497</a>	Arrow Construction Supply, Inc				
APMWB	Check	<a href="#">369505</a>	Lute Bar	001-431.0000.68130	219.42
<a href="#">C210</a>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	001-431.0000.65004	1,030.22
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">8012</a>	2023 Chip Seal Bid Notice 4/25 - 5/02/2023	001-431.0000.62000	98.72
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-431.0000.64030	6,111.08
<a href="#">VEN14582</a>	Greystone Construction Company				
APMWB	Check	<a href="#">30688</a>	Salt Shed recover	001-431.0000.93010	23,600.00
		<a href="#">30689</a>		001-431.0000.93010	23,600.00
<a href="#">I070</a>	Idaho Asphalt Supply, Inc.				
APMWB	Check	<a href="#">4-536171</a>	2023 Durapatcher Oil - CRS-2WA	001-431.0000.68130	299.00
<a href="#">VEN14805</a>	Invarion Inc				
APMWB	Check	<a href="#">INV-3022</a>	RapidPlan Traffic Control System - License F001-431.0000.66016		399.00
<a href="#">L071</a>	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	<a href="#">T205042023SC-7</a>	Road Master training course	001-431.0000.64020	240.00
		<a href="#">T205102023AL-6</a>	Road Master Training Course	001-431.0000.64020	280.00
		<a href="#">T205172023CR-9</a>	Road Scholar Training Course	001-431.0000.64020	60.00
<a href="#">VEN12746</a>	Mountain States Electric Inc				
APMWB	Check	<a href="#">23-003-1</a>	Electrical Service on Salt Shed	001-431.0000.93010	18,491.78
<a href="#">P325</a>	Poe Asphalt Paving, Inc.				
APMWB	Check	<a href="#">8405</a>	Asphalt 5.25.23	001-431.0000.68130	562.10
		<a href="#">8415</a>	Asphalt for Street Maintenance	001-431.0000.68130	5,478.20
<a href="#">VEN02385</a>	Prairie Transfer Station				
APMWB	Check	<a href="#">07-32617</a>	Streets - General Refuse	001-431.0000.68150	3.90
		<a href="#">07-36545</a>	General Refuse - Street Dept	001-431.0000.68150	37.05
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">343728/1</a>	nails nuts bolts	001-431.0000.63260	2.70
		<a href="#">343577/1</a>	propane	001-431.0000.68100	14.63
		<a href="#">343800/1</a>	cord reel, twine, hex nipples	001-431.0000.68100	28.59
		<a href="#">343495/1</a>	Propane	001-431.0000.68130	28.60
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">10150</a>	Uniform Shirts - Rob Cefola	001-431.4000.72000	55.96
<a href="#">VEN14310</a>	US Fleet Tracking LLC				
APMWB	Check	<a href="#">444154</a>	Streets Monthly Vehicle Tracking	001-431.0000.66016	539.10
<a href="#">VEN01033</a>	Western Systems				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">55488</a>	Traffic signal back plates	001-431.0000.68140	4,664.91
<b>Dept 431 Total:</b>					<b>85,922.96</b>
Dept: 432 Public Works Administration					
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-432.0000.64030	27.24
<b>Dept 432 Total:</b>					<b>27.24</b>
Dept: 433 Facility Maintenance					
<a href="#">C185</a>	Chemsearch				
APMWB	Check	<a href="#">8247464</a>	CH cooling tower chems	001-433.0000.68030	905.29
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-433.0000.64030	241.97
<a href="#">L109</a>	Lowe's Credit Services				
APMWB	Check	<a href="#">908615-kwnnrc</a>	CD supplies to hang tv	001-433.0000.68010	56.97
<a href="#">P310</a>	Platt Electric Supply				
APMWB	Check	<a href="#">3z99758</a>	CH and PD lighting supplies	001-433.0000.63720	504.54
		<a href="#">3z99742</a>		001-433.0000.63720	433.55
<a href="#">S3921</a>	Standard Plumbing				
APMWB	Check	<a href="#">65397</a>	CH erv/ cooling tower repair	001-433.0000.68030	370.00
<a href="#">W0226</a>	Walter E Nelson Co				
APMWB	Check	<a href="#">499385</a>	CH and PD paper supplies	001-433.0000.63140	430.48
		<a href="#">499715</a>	CH and PD cleaning supplies	001-433.0000.63150	44.76
		<a href="#">499386</a>		001-433.0000.63150	247.29
<b>Dept 433 Total:</b>					<b>3,234.85</b>
Dept: 434 Fleet Maintenance					
<a href="#">VEN14467</a>	CDA Redi Mix & Precast, Inc				
APMWB	Check	<a href="#">65300</a>	Catch Basin - Fleet Shop	001-434.0000.68010	325.00
		<a href="#">65318</a>	2" Catch Basin Riser	001-434.0000.68010	50.00
<a href="#">VEN14736</a>	Cintas Corporation No. 3				
APMWB	Check	<a href="#">4157026546</a>	Laundry & Rug Service	001-434.0000.63160	80.43
<a href="#">C130</a>	Coeur d'Alene Tractor				
APMWB	Check	<a href="#">RO# CDA-39049</a>	Service & Repair - P304	001-434.0000.67170	572.13
		<a href="#">CDA-39805</a>	HYD Oil Leak @ Rear/Front Axel Low oil	001-434.0000.67170	460.85
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-434.0000.64030	150.33
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-236633</a>	Carb/Choke Cleaner - Paint Truck	001-434.0000.63011	46.32
		<a href="#">3688-235465</a>	LED light - UF200	001-434.0000.63012	40.42
		<a href="#">3688-236419</a>	Battery - P119	001-434.0000.63012	143.12
		<a href="#">3688-236420</a>	Core Deposit credit to inv# 3688-236419	001-434.0000.63012	-18.00
		<a href="#">3688-236844</a>	filters & wiper blades - E101	001-434.0000.63013	48.54
		<a href="#">3688-235592</a>	Oil Filter	001-434.0000.63013	50.64
		<a href="#">3688-236716</a>	wipre blades - B102	001-434.0000.63013	7.89
		<a href="#">3688-236712</a>	Air Filter - B102	001-434.0000.63013	10.00
		<a href="#">3688-234634</a>	Warranty credit toward inv# 3688-166613	001-434.0000.67090	-229.00
<a href="#">N0991</a>	Norco Inc				
APMWB	Check	<a href="#">37831172</a>	Pre-moistened lens cloths	001-434.0000.67120	11.14
<a href="#">P1001</a>	Pape Machinery				
APMWB	Check	<a href="#">314745</a>	John Deer 210 skip loader	001-434.0000.90010	114,674.43
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">343710/1</a>	Linch Pins	001-434.0000.63011	4.70
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">10153</a>	hats - Fleet	001-434.4000.72000	299.84
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">9131 05.31.23</a>	Dishman Dodge - Vehicle Repair	001-434.0000.67170	2,270.29
<a href="#">VEN13987</a>	Western Peterbilt, LLC				
APMWB	Check	<a href="#">027P252276</a>	Mirror protector - S555	001-434.0000.63011	24.38
<b>Dept 434 Total:</b>					<b>119,023.45</b>

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 441 Urban Forestry							
<a href="#">A5189</a>	Aspen Nursery	APMWB	Check	<a href="#">72674</a>	Replacement Trees For Beck Rd. Water Tow	001-441.0000.68190	1,397.85
				<a href="#">73368</a>	Replacement Tree for PF Library Site	001-441.0000.68190	252.45
				<a href="#">73374</a>	Street Trees for Cashed Out Subdivision	001-441.1683.68190	228.28
<a href="#">C1170</a>	CDA Metals	APMWB	Check	<a href="#">22204028</a>	UF Tools	001-441.0000.67090	146.43
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-441.0000.64030	517.73
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">343142</a>	Wood screws and ratchet straps	001-441.0000.67090	33.28
<a href="#">U140</a>	UpScale Mail	APMWB	Check	<a href="#">325794</a>	Shipping for Computer Docking Station	001-441.0000.63070	13.14
				<a href="#">32770</a>	Shipping	001-441.0000.63070	131.88
<b>Dept 441 Total:</b>							<b>2,721.04</b>
Dept: 442 Cemetery							
<a href="#">VEN14799</a>	Arvig Media	APMWB	Check	<a href="#">00030925360015 5.</a>	Advertising	001-442.0000.62000	111.45
				<a href="#">00030925360015 4.</a>		001-442.0000.62000	110.18
				<a href="#">00030925360015 3.</a>		001-442.0000.62000	108.00
<a href="#">C210</a>	City of Post Falls	APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	001-442.0000.65004	132.23
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-442.0000.64030	784.71
<a href="#">F070</a>	Fire Safety Specialists	APMWB	Check	<a href="#">25972</a>	Fire extinguisher service	001-442.0000.63110	97.95
<a href="#">VEN14802</a>	Gleniece Hughes	APMWB	Check	<a href="#">06/06/23</a>	Cemetery Buy Back	001-442.1670.33307	625.00
<a href="#">N210</a>	Northland Nursery	APMWB	Check	<a href="#">220000034437</a>	Bark	001-442.0000.68170	132.00
				<a href="#">220000034583</a>		001-442.0000.68170	88.00
<a href="#">R1913</a>	Rockhound Landscape Supply	APMWB	Check	<a href="#">00</a>	sod	001-442.0000.68180	23.60
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">343358/1</a>	pipe	001-442.0000.68230	40.47
				<a href="#">343206/1</a>		001-442.0000.68230	85.46
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards	APMWB	Check	<a href="#">3451 05.20.23</a>	Delta - Flight to ICCFA for Nick Colhoff	001-442.0000.64010	647.80
<b>Dept 442 Total:</b>							<b>2,986.85</b>
Dept: 443 Parks							
<a href="#">A365</a>	American On-Site Services	APMWB	Check	<a href="#">510118</a>	Crown Pointe Portable	001-443.0000.65050	78.00
				<a href="#">510134</a>	Tennis Cts Portable	001-443.0000.65050	105.00
				<a href="#">510141</a>	Upper Corbin	001-443.0000.65050	105.00
				<a href="#">510142</a>	Warren Portables	001-443.0000.65050	167.90
				<a href="#">510113</a>	Q'emiln Portables	001-443.0000.65050	240.00
				<a href="#">510117</a>	Skate Park Portable	001-443.0000.65050	105.00
				<a href="#">510115</a>	Corbin Portable	001-443.0000.65050	78.00
				<a href="#">510114</a>	Hilde Kellogg Portable	001-443.0000.65050	105.00
				<a href="#">510130</a>	Falls Park Portable	001-443.0000.65050	78.97
				<a href="#">510116</a>	Black Bay Portable	001-443.0000.65050	78.00
				<a href="#">510124</a>	4th St. Trailhead Portable	001-443.0000.65050	105.00
				<a href="#">510129</a>	Community Garden Portable	001-443.0000.65050	105.00
<a href="#">A5189</a>	Aspen Nursery	APMWB	Check	<a href="#">72584</a>	Spokane St. Corridor	001-443.0000.68190	1,679.15
				<a href="#">73370</a>	Beck Rd. Interch	001-443.0000.68190	983.40
				<a href="#">73750</a>	Replacement trees for Tullamore	001-443.0000.68190	691.35
				<a href="#">71269</a>	Cecil Rd Frontage @ Sports Field Complex	001-443.0000.68190	252.45
				<a href="#">73366</a>	South Arboretum	001-443.0000.68190	120.45

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">73371</a>	Black Bay Depot	001-443.0000.68190	87.45
				<a href="#">73364</a>	North Arboretum	001-443.0000.68190	230.45
				<a href="#">73375</a>	Crown Pointe	001-443.0000.68190	170.51
				<a href="#">73751</a>	Spokane Street Corridor	001-443.0000.68190	-263.45
				<a href="#">73407</a>	Hanging Baskets and Annuals for Parks	001-443.0000.68210	6,433.20
<a href="#">VEN14428</a>	Asphalt Pros USA						
		APMWB	Check	<a href="#">1782</a>	Meadows asphalt crack fill, seal & stripe	001-443.0000.68111	4,493.80
<a href="#">C210</a>	City of Post Falls						
		APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	001-443.0000.65004	3,121.20
						001-443.0000.68230	13.41
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-443.0000.64030	4,840.77
<a href="#">D1165</a>	Drains Plus Rooter and Septic						
		APMWB	Check	<a href="#">97688</a>	Septic pumping at Sportman's	001-443.0000.65050	500.00
				<a href="#">97687</a>	Pump Septic at Sportsmans	001-443.0000.65050	1,250.00
<a href="#">VEN14388</a>	Glenrose Service Inc						
		APMWB	Check	<a href="#">4/30/2023</a>	Plumbing Repair Q'emiln Restroom	001-443.1658.62330	850.00
<a href="#">G098</a>	Grainger						
		APMWB	Check	<a href="#">9720681304</a>	Marking Wands	001-443.0000.68160	113.08
<a href="#">I340</a>	Interstate Concrete & Asphalt						
		APMWB	Check	<a href="#">861192</a>	PS & G	001-443.0000.68170	407.95
<a href="#">VEN02005</a>	Matheus Lumber Company						
		APMWB	Check	<a href="#">67694005 A</a>	Lumber for Portabe Restroom Hut	001-443.0000.68160	3,292.12
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">3688-234231</a>	Small Equipment Spark Plug	001-443.0000.66190	8.78
<a href="#">N1780</a>	North Idaho Post & Pole						
		APMWB	Check	<a href="#">ID54738</a>	Fence Post	001-443.0000.63530	25.78
<a href="#">R1691</a>	River City Paint & Decorating						
		APMWB	Check	<a href="#">53008</a>	Field Paint	001-443.0000.68240	1,139.40
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">343338/1</a>	Irrigation Parts	001-443.0000.68230	34.09
				<a href="#">343393/1</a>	Irrigation parts	001-443.0000.68230	24.90
				<a href="#">343424/1</a>	Irrigation Parts	001-443.0000.68230	121.47
				<a href="#">343352/1</a>	Plumbing for South Parks	001-443.0000.68250	52.18
				<a href="#">343127/1</a>	Hardware for Shade Screens at Q'emiln	001-443.1658.62330	33.87
<a href="#">A565</a>	SiteOne Landscape Supply, LLC						
		APMWB	Check	<a href="#">130181439</a>	Irrigation	001-443.0000.68230	43.83
				<a href="#">130350024-001</a>	Irrigation Parts	001-443.0000.68230	89.55
				<a href="#">130668361-001</a>		001-443.0000.68230	1,223.56
				<a href="#">12718694-001</a>	Irrigation Supplies	001-443.0000.68230	717.75
				<a href="#">130350024</a>	Irrigation	001-443.0000.68230	89.55
<a href="#">T11390</a>	T-O Engineers, Inc.						
		APMWB	Check	<a href="#">220689-2</a>	Q'emiln Well Improvement Planning & Const	001-443.1658.62330	1,586.00
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards						
		APMWB	Check	<a href="#">8716 05.10.23</a>	Amazon - Dry Erase Markers and Erasers	001-443.0000.63060	32.37
<a href="#">W0226</a>	Walter E Nelson Co						
		APMWB	Check	<a href="#">498974</a>	Graffiti Scrubs	001-443.0000.63150	117.01
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">460005</a>	Shop Deck Screws	001-443.0000.67030	30.99
<b>Dept 443 Total:</b>							<b>35,989.24</b>
Dept: 445 Recreation							
<a href="#">VEN13187</a>	Checkr Inc						
		APMWB	Check	<a href="#">838759</a>	Background Checks	001-445.0000.62080	309.91
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-445.0000.64030	53.07
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">314421447001</a>	Office supplies-Recreation	001-445.0000.63060	27.99
				<a href="#">314421449001</a>		001-445.0000.63060	36.45
				<a href="#">314420962001</a>		001-445.0000.63060	66.30
				<a href="#">314416369001</a>	Office Supplies- Recreation	001-445.0000.63060	149.90

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>S050</u>	APMWB Check	<a href="#">314421447003</a>	Office supplies-Recreation	001-445.0000.63060	13.10
	Saturday Night Inc.				
	APMWB Check	<a href="#">104215</a>	Camp T-Shirts	001-445.0000.63080	842.46
				<b>Dept 445 Total:</b>	<b>1,499.18</b>
Dept: 450 Economic & Comm. Dev. Rev					
<u>VEN10000</u>	MORT CONSTRUCTION				
	APMWB Check	<a href="#">INV0145964</a>	Partial Refund of permit MECH-22-185	001-450.1756.38501	30.00
				<b>Dept 450 Total:</b>	<b>30.00</b>
Dept: 451 Planning & Zoning					
<u>C291</u>	Coeur d' Alene Press				
	APMWB Check	<a href="#">0000008809</a>	Zone Change Publication Council	001-451.0000.62000	232.84
		<a href="#">0000008615</a>	Special Use Permit Publication Council	001-451.0000.62000	214.36
		<a href="#">0000008621</a>	Haycrop Subdivision Publication	001-451.0000.62000	332.94
		<a href="#">0000009135</a>	Annex and ZC Publication Council	001-451.0000.62000	453.79
		<a href="#">0000008813</a>	Millsap Annexation Publication Council	001-451.0000.62000	161.14
		<a href="#">0000008816</a>	Comp Plan Amend Publication Council	001-451.0000.62000	73.45
		<a href="#">0000009268</a>	Land Exchange Council	001-451.0000.62000	130.43
		<a href="#">0000008618</a>	Fair Subdivision Publication	001-451.0000.62000	137.36
<u>H001</u>	H & H Business Systems, Inc.				
	APMWB Check	<a href="#">AR283862</a>	Contract Charges for G736M660937	001-451.1901.66140	11.94
		<a href="#">AR283861</a>	Contract Charges for V9735700465	001-451.1901.66140	17.66
<u>R1541</u>	Ricoh USA Inc.				
	APMWB Check	<a href="#">Copier - Inv #50670</a>	Copier - Inv #5067084382	001-451.0000.66050	74.21
		<a href="#">Inv #5066690547</a>	Copier - Inv #5066690547	001-451.0000.66050	59.30
		<a href="#">Copier Inv #506726</a>	Copier Inv #5067265377	001-451.0000.66050	61.03
				<b>Dept 451 Total:</b>	<b>1,960.45</b>
Dept: 452 Building Inspector					
<u>C220</u>	Coleman Oil Co				
	APMWB Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-452.0000.64030	548.44
<u>H001</u>	H & H Business Systems, Inc.				
	APMWB Check	<a href="#">AR283862</a>	Contract Charges for G736M660937	001-452.1901.66140	11.94
		<a href="#">AR283861</a>	Contract Charges for V9735700465	001-452.1901.66140	17.65
<u>R1541</u>	Ricoh USA Inc.				
	APMWB Check	<a href="#">Inv #5066690547</a>	Copier - Inv #5066690547	001-452.0000.66050	59.30
		<a href="#">Copier Inv #506726</a>	Copier Inv #5067265377	001-452.0000.66050	61.04
		<a href="#">Copier - Inv #50670</a>	Copier - Inv #5067084382	001-452.0000.66050	74.22
<u>VEN02035</u>	Staples, Inc				
	APMWB Check	<a href="#">3539096475</a>	Office Supplies- Building	001-452.0000.63000	269.99
<u>VEN14670</u>	US BANKCORP SERVICE CENTER - Purchasing Cards				
	APMWB Check	<a href="#">8716 05.31.23A</a>	Amazon - Ipad Case and USB C Fast Charge	001-452.0000.63000	23.98
		<a href="#">8716 05.11.23 B</a>	Amazon - Office Supplies for Building	001-452.0000.63000	33.97
		<a href="#">8716 05.11.23</a>	Amazon - Bic Atlantis Ballpoint Pens	001-452.0000.63000	17.25
				<b>Dept 452 Total:</b>	<b>1,117.78</b>
Dept: 453 Engineering					
<u>C220</u>	Coleman Oil Co				
	APMWB Check	<a href="#">CL87241</a>	Fuel Usage May 2023	001-453.0000.64030	272.64
<u>H001</u>	H & H Business Systems, Inc.				
	APMWB Check	<a href="#">AR283861</a>	Contract Charges for V9735700465	001-453.1901.66140	17.66
		<a href="#">AR283862</a>	Contract Charges for G736M660937	001-453.1901.66140	11.94
<u>VEN14796</u>	Jeff and Gina Cope				
	APMWB Check	<a href="#">9124</a>	Subd Pre-App refund	001-453.1757.38511	600.00
<u>R1541</u>	Ricoh USA Inc.				
	APMWB Check	<a href="#">Copier - Inv #50670</a>	Copier - Inv #5067084382	001-453.1901.66050	74.22
		<a href="#">Copier Inv #506726</a>	Copier Inv #5067265377	001-453.1901.66050	61.04
		<a href="#">Inv #5066690547</a>	Copier - Inv #5066690547	001-453.1901.66050	59.30
				<b>Dept 453 Total:</b>	<b>1,096.80</b>

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 481 Capital Improvements/Contracts					
<a href="#">A281</a>	Allied Fire & Security				
APMWB	Check	<a href="#">1360503</a>	CH fire alarm services 7/1-9/30/23	001-481.0000.68390	186.21
<a href="#">VEN12372</a>	Bernardo/Wills Architects, PC				
APMWB	Check	<a href="#">23617</a>	City Hall Remodel Invoice April 2023	001-481.0000.62040	4,235.00
<a href="#">C210</a>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	001-481.0000.68390	279.33
<a href="#">R1691</a>	River City Paint & Decorating				
APMWB	Check	<a href="#">53309</a>	PD Sub Station	001-481.0000.68395	159.38
<a href="#">S140</a>	Sherwin Williams				
APMWB	Check	<a href="#">1812-5</a>	Paint for PD Sub Station	001-481.0000.68395	81.79
		<a href="#">0639-8</a>	Paint for PD Sub-Station	001-481.0000.68395	11.28
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Check	<a href="#">Inv #41354100-009</a>	Inv #41354100-009 Water Tower Parking Lo	001-481.0000.95015	431.98
<a href="#">W181</a>	Western States Fire Protection				
APMWB	Check	<a href="#">wsf517099</a>	Annual fire alarm inspection	001-481.0000.68390	550.00
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">441730</a>	PD Sub-station	001-481.0000.68395	103.90
<b>Dept 481 Total:</b>					<b>6,038.87</b>
<b>Fund 001 Total:</b>					<b>826,815.38</b>

**Fund: 003 - PERSONNEL BENEFIT POOL**

Dept: 482 Personnel Pool					
<a href="#">VEN14735</a>	Optimal Talent Dynamics				
APMWB	Check	<a href="#">22-303</a>	DH Strategic Planning Sessions	003-482.0000.64080	4,500.00
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">3259 05.15.23</a>	Incent Fit - May/June Wellness Tracking	003-482.4000.73000	255.85
<b>Dept 482 Total:</b>					<b>4,755.85</b>
<b>Fund 003 Total:</b>					<b>4,755.85</b>

**Fund: 007 - DRUG SEIZURE PROGRAM**

Balance Sheet Accounts					
<a href="#">VEN14800</a>	Colleen S Janson				
APMWB	Check	<a href="#">051623</a>	23PF08246 - Return of funds	007-20020	30.00
<b>Balance Sheet Accounts Total:</b>					<b>30.00</b>
Dept: 425 Drug Seizure Program					
<a href="#">T0030</a>	T-Mobile USA				
APMWB	Check	<a href="#">986172479 052223</a>	PD Mobile devices	007-425.0000.67020	2,163.00
<b>Dept 425 Total:</b>					<b>2,163.00</b>
<b>Fund 007 Total:</b>					<b>2,193.00</b>

**Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES**

Dept: 428 KOOTENAI FIRE/EMS IMPACT FEES					
<a href="#">VEN14739</a>	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	<a href="#">May 2023</a>	Impact Fees for May 2023	034-428.0000.33117	-500.00
				034-428.0000.62040	8,844.95
<a href="#">VEN06795</a>	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	<a href="#">May 2023</a>	Impact Fees for May 2023	034-428.0000.33117	-1,000.00
				034-428.0000.62040	79,139.00
<b>Dept 428 Total:</b>					<b>86,483.95</b>
<b>Fund 034 Total:</b>					<b>86,483.95</b>

**Fund: 037 - STREETS IMPACT FEES**

Dept: 431 Streets					
<a href="#">A570</a>	AVISTA Utilities				
APMWB	Check	<a href="#">ESA# 50702</a>	ESA# 50702	037-431.0000.95200	4,187.78

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">J105</a>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">Inv #0162127 - Spoil</a>	Inv #0162127 - Spokane & Prairie	037-431.0000.95134	4,971.62
<b>Dept 431 Total:</b>					<b>9,159.40</b>
<b>Fund 037 Total:</b>					<b>9,159.40</b>

**Fund: 038 - PARKS IMPACT FEES**

Dept: 443 Parks

<a href="#">VEN12724</a>	Civitas, Inc				
APMWB	Check	<a href="#">26135</a>	Black Bay Master Plan	038-443.0000.94070	2,240.00
<a href="#">VEN14069</a>	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	<a href="#">5350</a>	Sports Complex Phase 1	038-443.0000.94165	3,204.13
<b>Dept 443 Total:</b>					<b>5,444.13</b>
<b>Fund 038 Total:</b>					<b>5,444.13</b>

**Fund: 650 - RECLAIMED WATER OPERATING**

Dept: 463 Wastewater Operating

<a href="#">A424</a>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2309227</a>	WRF Yearly Sampling	650-463.0000.68360	1,290.00
<a href="#">C210</a>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	650-463.0000.65080	134.64
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	650-463.0000.65005	701.13
<a href="#">VEN03982</a>	Dally Environmental LLC				
APMWB	Check	<a href="#">2715</a>	Avista Contract No. R-39492 for stakeholder	650-463.0000.62040	839.94
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9723287489</a>	HARD HAT, HIGH VISIBILITY VEST	650-463.0000.63110	264.50
<a href="#">VEN06984</a>	Gravity Consulting, LLC				
APMWB	Check	<a href="#">23081</a>	PCB water sampling on the Spokane River p	650-463.0000.68360	1,850.61
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">640961931</a>	Water Treatment Digital Voice	650-463.0000.65030	531.22
<a href="#">N040</a>	NCL of Wisconsin, Inc.				
APMWB	Check	<a href="#">487774</a>	Lab Supplies	650-463.0000.63400	1,063.79
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">314982541001</a>	Office supplies-Wastewater	650-463.0000.63060	53.00
		<a href="#">314982538001</a>		650-463.0000.63060	36.14
		<a href="#">314979190001</a>		650-463.0000.63060	64.98
<a href="#">P125</a>	Paramount Supply Company				
APMWB	Check	<a href="#">698363</a>	Blind Flang	650-463.0000.68025	120.55
<a href="#">P180</a>	Perfection Tire				
APMWB	Check	<a href="#">1057795</a>	Routine service - D104	650-463.0000.67170	269.45
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">343356/1</a>	Hot Water Nozzle, Bushing PVC	650-463.0000.68025	52.20
<a href="#">VEN11958</a>	Ultra-Lawn, LLC				
APMWB	Check	<a href="#">89079</a>	Lawn Mowing - Inverness & Chisholm	650-463.0000.62180	76.50
		<a href="#">89864</a>	May Inverness Lawn Care	650-463.0000.62180	229.50
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">8716 05.31.23</a>	Amazon - 2pk Screen Protector	650-463.0000.63060	15.65
<a href="#">W0226</a>	Walter E Nelson Co				
APMWB	Check	<a href="#">498908</a>	Towles & Toilet Tissue	650-463.0000.63400	434.66
<b>Dept 463 Total:</b>					<b>8,028.46</b>

Dept: 466 Wastewater - Collections

<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">91953</a>	Black ties & Knife Blade	650-466.0000.63330	65.96
<a href="#">C210</a>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	650-466.0000.65080	151.68
				650-466.0000.65081	86.91
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	650-466.0000.65005	2,575.20



Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-23577</a>	Oil Filter for Sysco LS	650-466.0000.63006	8.58
		<a href="#">3688-230023</a>	Battery Cable - Break Cleaner	650-466.0000.68021	59.54
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">343451/1</a>	Lift Station Keys	650-466.0000.63006	19.38
<b>Dept 466 Total:</b>					<b>2,967.25</b>
Dept: 468 Wastewater - Surface Water					
<u>C210</u>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	650-468.0000.65080	10.78
				650-468.0000.65081	1,710.61
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	650-468.0000.65005	268.02
<u>R1913</u>	Rockhound Landscape Supply				
APMWB	Check	<a href="#">6.2.23</a>	Sod -150 sq ft	650-468.0000.68380	88.50
<b>Dept 468 Total:</b>					<b>2,077.91</b>
<b>Fund 650 Total:</b>					<b>13,073.62</b>
<b>Fund: 651 - RECLAIMED WATER CAPITAL - WWTP</b>					
Dept: 463 Wastewater Operating					
<u>P050</u>	Panhandle Area Council				
APMWB	Check	<a href="#">37-PFLM</a>	Tertiary PAC Invoice May 2023	651-463.3213.90015	1,871.00
<b>Dept 463 Total:</b>					<b>1,871.00</b>
<b>Fund 651 Total:</b>					<b>1,871.00</b>
<b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b>					
Dept: 463 Wastewater Operating					
<u>VEN14614</u>	Strider Construction Co, Inc				
APMWB	Check	<a href="#">Ponderosa Pay App</a>	Ponderosa Pay App 9 May 2023	652-463.3214.95520	416,004.51
<u>T11390</u>	T-O Engineers, Inc.				
APMWB	Check	<a href="#">200143-37</a>	Ponderosa T-O Invoice May 2023	652-463.3214.95520	18,461.15
<b>Dept 463 Total:</b>					<b>434,465.66</b>
<b>Fund 652 Total:</b>					<b>434,465.66</b>
<b>Fund: 700 - SANITATION</b>					
Dept: 461 Sanitation					
<u>C115</u>	Northwest Waste and Recycling				
APMWB	Check	<a href="#">6.6.23</a>	Monthly Sanitation Contract	700-461.0000.62042	329,932.17
		<a href="#">2201 6.1.23</a>	2023 Residential Spring Clean Up	700-461.0000.65114	9,712.17
<b>Dept 461 Total:</b>					<b>339,644.34</b>
<b>Fund 700 Total:</b>					<b>339,644.34</b>
<b>Fund: 750 - WATER OPERATING</b>					
Dept: 462 Water Operating					
<u>VEN14124</u>	Badger Meter, Inc.				
APMWB	Check	<a href="#">80128629</a>	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	42.18
<u>C210</u>	City of Post Falls				
APMWB	Check	<a href="#">INV0145969</a>	City Utilities May 2023	750-462.0000.65004	76.08
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<a href="#">CL87241</a>	Fuel Usage May 2023	750-462.0000.64030	1,885.73
<u>C410</u>	Country Lock & Key, Inc.				
APMWB	Check	<a href="#">11548</a>	Shop Key	750-462.0000.63060	2.99
<u>G098</u>	Grainger				
APMWB	Check	<a href="#">9724937892</a>	MARKING PAINT- BLUE	750-462.0000.63280	275.76
<u>H003</u>	H.D. Fowler Company				
APMWB	Check	<a href="#">I6394496</a>	Fire Hydrant	750-462.0000.63280	12,584.51
		<a href="#">I6394503</a>	Armorcast Soild Cover	750-462.0000.63280	3,619.86

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	<a href="#">I6393900</a>	Fire Hydrant Assembly Parts	750-462.0000.63280	1,549.20
		<a href="#">I6393903</a>	STEM EXTENSION	750-462.0000.63280	206.56
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-233542</a>	Stethoscope	750-462.0000.63280	18.68
		<a href="#">3688-232536</a>	Bit Set for Truck W120	750-462.0000.63280	28.33
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">313144806001</a>	Office supplies- Water	750-462.0000.63060	82.99
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">343367/1</a>	Magnetic Key Box & Key	750-462.0000.63280	12.75
		<a href="#">343222/1</a>	Batteries - Valve Sprinkler	750-462.0000.63280	68.86
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc				
APMWB	Check	<a href="#">240068844-00</a>	5/8" Hex Cap Screws	750-462.0000.63280	26.47
<a href="#">T106</a>	Titan Truck Equipment				
APMWB	Check	<a href="#">1346953</a>	Surface Mount	750-462.0000.63280	525.71
<a href="#">VEN14670</a>	US BANKCORP SERVICE CENTER - Purchasing Cards				
APMWB	Check	<a href="#">8716 05.11.23 A</a>	Amazon - Laptop Mounts for Trucks	750-462.0000.63280	641.98
		<a href="#">8716 05.08.23 B</a>	Amazon - Tablet Mount	750-462.0000.63280	79.91
		<a href="#">8716 05.08.23 A</a>		750-462.0000.63280	79.91
<b>Dept 462 Total:</b>					<b>21,808.46</b>
<b>Fund 750 Total:</b>					<b>21,808.46</b>

**Fund:** 753 - WATER CAPITAL

Dept: 462 Water Operating

[T005](#) TML Construction, Inc.

APMWB	Check	<a href="#">Well 11 Pay App 3</a>	Well 11 Pay App #3 April 2023	753-462.3224.95550	132,050.00
		<a href="#">Well 11 Pay App 4</a>	Well House 11 Pay App 4 May 2023	753-462.3224.95550	139,070.50
<b>Dept 462 Total:</b>					<b>271,120.50</b>
<b>Fund 753 Total:</b>					<b>271,120.50</b>
<b>Report Total:</b>					<b>2,016,835.29</b>



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	28,000.00
	001-412.0000.65030	504.97
	001-412.0000.66014	3,779.00
	001-412.0000.66030	393.10
	001-412.0000.66040	1,629.06
	001-413.0000.64010	1,393.40
	001-414.0000.62080	74.00
	001-415.0000.62000	96.08
	001-417.0000.64010	1,393.40
	001-417.0000.64020	49.00
	001-417.0000.66014	119.40
	001-421.0000.62040	10,338.25
	001-421.0000.62260	33.00
	001-421.0000.63060	107.80
	001-421.0000.63210	312.19
	001-421.0000.63300	8,428.53
	001-421.0000.63500	4,403.40
	001-421.0000.63590	450.00
	001-421.0000.63920	67.92
	001-421.0000.64020	750.00
	001-421.0000.64030	12,723.81
	001-421.0000.65004	242.98
	001-421.0000.65021	375.25
	001-421.0000.65030	1,817.31
	001-421.0000.66043	17,945.00
	001-421.0000.66050	234.42
	001-421.0000.67020	1,473.20
	001-421.0000.67090	107.10
	001-421.0000.67100	553.07
	001-421.0000.67170	789.14
	001-421.0000.67190	2,174.32
	001-421.0000.68010	1,554.64
	001-421.0000.91065	456,270.05
	001-421.4000.72000	4,631.85
	001-424.0000.63040	1,046.46
	001-424.0000.63060	189.89
	001-424.0000.64030	174.64
	001-427.0000.64030	460.88
	001-427.4000.72000	80.16
	001-431.0000.62000	98.72
	001-431.0000.63260	2.70
	001-431.0000.64020	580.00
	001-431.0000.64030	6,111.08
	001-431.0000.65004	1,030.22
	001-431.0000.66016	938.10
	001-431.0000.68100	43.22
	001-431.0000.68130	6,665.32
	001-431.0000.68140	4,664.91
	001-431.0000.68150	40.95
	001-431.0000.93010	65,691.78
	001-431.4000.72000	55.96
	001-432.0000.64030	27.24
	001-433.0000.63140	430.48
	001-433.0000.63150	292.05
	001-433.0000.63720	938.09
	001-433.0000.64030	241.97

001-433.0000.68010	56.97
001-433.0000.68030	1,275.29
001-434.0000.63011	75.40
001-434.0000.63012	165.54
001-434.0000.63013	117.07
001-434.0000.63160	80.43
001-434.0000.64030	150.33
001-434.0000.67090	-229.00
001-434.0000.67120	11.14
001-434.0000.67170	3,303.27
001-434.0000.68010	375.00
001-434.0000.90010	114,674.43
001-434.4000.72000	299.84
001-441.0000.63070	145.02
001-441.0000.64030	517.73
001-441.0000.67090	179.71
001-441.0000.68190	1,650.30
001-441.1683.68190	228.28
001-442.0000.62000	329.63
001-442.0000.63110	97.95
001-442.0000.64010	647.80
001-442.0000.64030	784.71
001-442.0000.65004	132.23
001-442.0000.68170	220.00
001-442.0000.68180	23.60
001-442.0000.68230	125.93
001-442.1670.33307	625.00
001-443.0000.63060	32.37
001-443.0000.63150	117.01
001-443.0000.63530	25.78
001-443.0000.64030	4,840.77
001-443.0000.65004	3,121.20
001-443.0000.65050	3,100.87
001-443.0000.66190	8.78
001-443.0000.67030	30.99
001-443.0000.68111	4,493.80
001-443.0000.68160	3,405.20
001-443.0000.68170	407.95
001-443.0000.68190	3,951.76
001-443.0000.68210	6,433.20
001-443.0000.68230	2,358.11
001-443.0000.68240	1,139.40
001-443.0000.68250	52.18
001-443.1658.62330	2,469.87
001-445.0000.62080	309.91
001-445.0000.63060	293.74
001-445.0000.63080	842.46
001-445.0000.64030	53.07
001-450.1756.38501	30.00
001-451.0000.62000	1,736.31
001-451.0000.66050	194.54
001-451.1901.66140	29.60
001-452.0000.63000	345.19
001-452.0000.64030	548.44
001-452.0000.66050	194.56
001-452.1901.66140	29.59
001-453.0000.64030	272.64
001-453.1757.38511	600.00
001-453.1901.66050	194.56
001-453.1901.66140	29.60
001-481.0000.62040	4,235.00
001-481.0000.68390	1,015.54
001-481.0000.68395	356.35
001-481.0000.95015	431.98

**Fund 001 Total: 826,815.38**

003 - PERSONNEL BENEFIT POOL

	003-482.0000.64080	4,500.00
	003-482.4000.73000	255.85
	<b>Fund 003 Total:</b>	<b>4,755.85</b>
007 - DRUG SEIZURE PROGRAM		
	007-20020	30.00
	007-425.0000.67020	2,163.00
	<b>Fund 007 Total:</b>	<b>2,193.00</b>
034 - KOOTENAI FIRE/EMS IMPACT FEES		
	034-428.0000.33117	-1,500.00
	034-428.0000.62040	87,983.95
	<b>Fund 034 Total:</b>	<b>86,483.95</b>
037 - STREETS IMPACT FEES		
	037-431.0000.95134	4,971.62
	037-431.0000.95200	4,187.78
	<b>Fund 037 Total:</b>	<b>9,159.40</b>
038 - PARKS IMPACT FEES		
	038-443.0000.94070	2,240.00
	038-443.0000.94165	3,204.13
	<b>Fund 038 Total:</b>	<b>5,444.13</b>
650 - RECLAIMED WATER OPERATING		
	650-463.0000.62040	839.94
	650-463.0000.62180	306.00
	650-463.0000.63060	169.77
	650-463.0000.63110	264.50
	650-463.0000.63400	1,498.45
	650-463.0000.65005	701.13
	650-463.0000.65030	531.22
	650-463.0000.65080	134.64
	650-463.0000.67170	269.45
	650-463.0000.68025	172.75
	650-463.0000.68360	3,140.61
	650-466.0000.63006	27.96
	650-466.0000.63330	65.96
	650-466.0000.65005	2,575.20
	650-466.0000.65080	151.68
	650-466.0000.65081	86.91
	650-466.0000.68021	59.54
	650-468.0000.65005	268.02
	650-468.0000.65080	10.78
	650-468.0000.65081	1,710.61
	650-468.0000.68380	88.50
	<b>Fund 650 Total:</b>	<b>13,073.62</b>
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	1,871.00
	<b>Fund 651 Total:</b>	<b>1,871.00</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3214.95520	434,465.66
	<b>Fund 652 Total:</b>	<b>434,465.66</b>
700 - SANITATION		
	700-461.0000.62042	329,932.17
	700-461.0000.65114	9,712.17
	<b>Fund 700 Total:</b>	<b>339,644.34</b>
750 - WATER OPERATING		
	750-462.0000.63060	85.98
	750-462.0000.63280	19,718.49
	750-462.0000.64030	1,885.73
	750-462.0000.65004	76.08
	750-462.0000.66012	42.18
	<b>Fund 750 Total:</b>	<b>21,808.46</b>
753 - WATER CAPITAL		
	753-462.3224.95550	271,120.50
	<b>Fund 753 Total:</b>	<b>271,120.50</b>
	<b>Report Total:</b>	<b>2,016,835.29</b>

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 6.16.23

6/8/2023	\$47.78	92535 AT&T Long Distance	Pay Before Due Date	001-445.0000.65030
6/8/2023	\$11.68	92536 AT&T Mobiluty	Pay Before Due Date	750-462.0000.65030
6/8/2023	\$37,709.77	92537 AVISTA Utilities	Pay Before Due Date	Various
6/8/2023	\$415.54	92538 H&H Business Systems	Pay Before Due Date	Various
6/8/2023	\$70.00	92539 Idaho Division of Occupational and Professional Licenses	Pay Before Due Date	650-466.0000.64020
6/8/2023	\$500.70	92540 Kootenai Electric	Pay Before Due Date	Various
6/8/2023	\$2,512.94	92541 Level 3	Pay Before Due Date	Various
6/8/2023	\$1,796.83	92542 Ricoh USA Inc.	Pay Before Due Date	Various
6/8/2023	\$887.50	92543 Ross Point Water	Pay Before Due Date	Various
6/8/2023	\$134.98	92544 Spectrum	Pay Before Due Date	001-443.0000.65030
6/8/2023	\$169.98	92545 Spectrum	Pay Before Due Date	Various
6/8/2023	\$120.03	92546 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$215.19	92547 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$120.03	92548 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$80.02	92549 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$400.10	92550 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$240.22	92551 Verizon Wireless	Pay Before Due Date	Various
6/8/2023	\$676.92	92552 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$143.34	92553 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92554 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$7,258.81	92555 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92556 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92557 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$56.61	92558 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92559 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92560 Ziplly Fiber	Pay Before Due Date	Various
6/8/2023	\$1,098.00	92561 Ziplly Fiber	Pay Before Due Date	Various
	\$60,156.97			

MEMORANDUM

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To: Mayor and Council Members  
From: Jason Faulkner, Finance Director  
Date: 05/31/2023  
Subject: April 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.

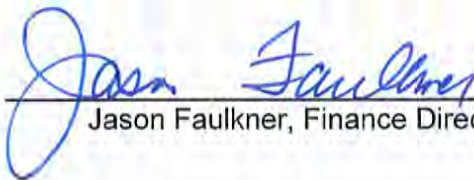
**Fiscal Impact**

None.

City of Post Falls  
Cash and Investments  
4/30/2023

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	61,800,586.90
LGIP Acct 1441	268,026.13
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,916,945.43
Contingency Accts	5,880,364.70
Replacement & Reserve Accts	51,211,911.13
<u>Moreton Capital Investments</u>	
Moreton Securities	19,517,415.38
<u>Mountain West bank</u>	
Repurchase Sweep Account	13,388,935.47
Checking Account	75,001.73
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	200.00
Park	208.00
Planning and Zoning	150.00
Total	<u><u>\$ 175,060,819.87</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 April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 97,741.59	100.2%
	Personnel	<u>103,412.46</u>	<u>54,733.30</u>	52.9%
		200,954.46	152,474.89	75.9%
412 - INFORMATION SYSTEMS	Operating	114,868.00	60,306.23	52.5%
	Capital	-	108,422.76	0.0%
	Personnel	<u>302,007.25</u>	<u>191,903.50</u>	63.5%
		416,875.25	360,632.49	86.5%
413 - GENERAL SERVICES	Operating	14,950.00	4,646.77	31.1%
	Personnel	<u>262,043.22</u>	<u>153,050.90</u>	58.4%
		276,993.22	157,697.67	56.9%
414 - FINANCE	Operating	238,893.00	333,377.50	139.6%
	Personnel	<u>567,328.98</u>	<u>330,042.97</u>	58.2%
		806,221.98	663,420.47	82.3%
415 - CITY CLERK	Operating	10,450.00	20,201.25	193.3%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>44,463.07</u>	61.6%
		82,587.91	64,664.32	78.3%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,738.46	38.0%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>77,391.60</u>	57.9%
		140,822.19	80,130.06	56.9%
418 - HUMAN RESOURCES	Operating	7,950.00	8,788.08	110.5%
	Personnel	<u>239,077.70</u>	<u>159,523.95</u>	66.7%
		247,027.70	168,312.03	68.1%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	538,919.32	83.4%
	Capital	186,000.00	315,607.70	169.7%
	Personnel	<u>6,507,818.65</u>	<u>3,312,955.82</u>	50.9%
		7,339,924.13	4,167,482.84	56.8%
423 - OASIS	Operating	4,000.00	14,362.95	359.1%
	Personnel	<u>124,978.71</u>	<u>85,713.01</u>	68.6%
		128,978.71	100,075.96	77.6%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	59,347.12	104.6%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>437,353.61</u>	59.4%
		817,899.10	496,700.73	60.7%
427 - ANIMAL CONTROL	Operating	17,250.00	6,260.30	36.3%
	Personnel	<u>162,597.58</u>	<u>95,749.30</u>	58.9%
		179,847.58	102,009.60	56.7%
431 - STREETS	Operating	1,987,099.30	587,422.35	29.6%
	Capital	235,000.00	47,213.75	0.0%
	Personnel	<u>1,074,995.66</u>	<u>638,235.55</u>	59.4%
		3,297,094.96	1,272,871.65	38.6%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	3,312.40	37.4%
		<u>8,850.00</u>	<u>3,312.40</u>	37.4%
433 - FACILITY MAINTENANCE	Operating	33,650.00	20,050.96	59.6%
	Capital	2,000.00	171.57	0.0%
	Personnel	<u>269,505.65</u>	<u>149,173.50</u>	55.4%
		305,155.65	169,396.03	55.5%
434 - FLEET MAINTENANCE	Operating	165,812.00	129,922.05	78.4%
	Capital	690,000.00	359,145.39	52.1%
	Personnel	<u>363,300.47</u>	<u>182,623.08</u>	50.3%
		1,219,112.47	671,690.52	55.1%
435 - -GIS	Operating	44,734.00	52,175.45	116.6%
	Personnel	<u>167,995.10</u>	<u>96,517.61</u>	57.5%
		212,729.10	148,693.06	69.9%
441 - URBAN FORESTRY	Operating	45,530.00	28,515.23	62.6%
	Capital	151,300.00	53,046.29	0.0%
	Personnel	<u>184,150.59</u>	<u>108,602.82</u>	59.0%
		380,980.59	190,164.34	49.9%
442 - CEMETERY	Operating	109,395.00	56,791.40	51.9%
	Capital	16,650.00	-	0.0%
	Personnel	<u>164,263.17</u>	<u>110,353.32</u>	67.2%
		290,308.17	167,144.72	57.6%
443 - PARKS	Operating	690,894.74	262,402.14	38.0%
	Capital	545,700.00	48,931.11	0.0%
	Personnel	<u>1,116,114.64</u>	<u>576,878.60</u>	51.7%
		2,352,709.38	888,211.85	37.8%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>893,000.00</u>	<u>18,652.89</u>	2.1%
		893,000.00	18,652.89	2.1%
445 - RECREATION	Operating	199,199.00	131,060.04	65.8%
	Capital	-	6,895.00	
	Personnel	<u>859,831.75</u>	<u>369,930.13</u>	43.0%
		1,059,030.75	507,885.17	48.0%
451 - PLANNING & ZONING	Operating	36,519.00	32,465.39	88.9%
	Personnel	<u>303,384.37</u>	<u>176,473.62</u>	58.2%
		339,903.37	208,939.01	61.5%
452 - BUILDING INSPECTOR	Operating	29,750.00	14,734.02	49.5%
	Personnel	618,701.99	382,890.77	61.9%
	Capital	-	3,750.00	
		648,451.99	401,374.79	61.9%
453 - ENGINEERING	Operating	40,800.00	9,485.38	23.2%
	Capital	-	-	0.0%
	Personnel	<u>651,766.84</u>	<u>374,635.23</u>	57.5%
		692,566.84	384,120.61	55.5%


CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	57,512.51	594.1%
	Capital	-	18,600.00	0.0%
	Personnel	<u>195,131.63</u>	<u>111,073.77</u>	56.9%
		204,811.63	187,186.28	91.4%
465 - STREET LIGHTS	Operating	<u>620,000.00</u>	<u>325,763.11</u>	52.5%
		620,000.00	325,763.11	52.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	6,360,451.11	348.2%
	Capital	<u>580,000.00</u>	<u>6,225.44</u>	0.0%
		2,406,447.92	6,366,676.55	264.6%
482 - PERSONNEL POOL	Operating	3,300,000.00	2,403,919.00	72.8%
	Personnel	<u>263,212.33</u>	<u>27,579.62</u>	10.5%
		3,563,212.33	2,431,498.62	68.2%
497 - TRANSFERS OUT	Operating	<u>375,000.00</u>	-	0.0%
		375,000.00	-	0.0%
<b>TOTAL GENERAL FUND</b>		<b><u>29,507,497.38</u></b>	<b><u>20,857,182.66</u></b>	<b>70.7%</b>
002 - INSURANCE FUND	Operating	<u>338,249.38</u>	<u>298,260.59</u>	88.2%
		338,249.38	298,260.59	88.2%
003 - PERSONNEL FUND	Operating	112,152.00	62,645.31	55.9%
	Capital	-	-	0.0%
	Personnel	<u>4,448,700.00</u>	<u>2,417,564.59</u>	54.3%
		4,560,852.00	2,480,209.90	54.4%
007 - DRUG SEIZURE FUND	Operating	135,000.00	34,907.40	25.9%
	Capital	-	<u>30,211.62</u>	
		<u>135,000.00</u>	65,119.02	48.2%
008 - 911 FUND	Operating	452,763.74	52,597.17	11.6%
	Capital	-	334.56	0.0%
	Personnel	<u>74,742.80</u>	<u>44,372.58</u>	59.4%
		527,506.54	97,304.31	18.4%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	<u>653,466.55</u>	0.0%
		<u>1,807,000.00</u>	653,466.55	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	14,832.49	0.8%
	Capital	<u>1,000,000.00</u>	<u>615,651.03</u>	
		2,900,000.00	630,483.52	21.7%
023 - SPECIAL EVENTS FUND	Operating	<u>46,248.00</u>	<u>6,736.10</u>	14.6%
		46,248.00	6,736.10	14.6%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		<u>202,500.00</u>	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	-	<u>206,701.73</u>	
		-	206,701.73	
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	21,850.00	1.5%
	Capital	-	<u>999,784.39</u>	0.0%
		<u>1,463,000.00</u>	1,021,634.39	69.8%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	12,927.95	0.0%
	Capital	<u>24,720,984.00</u>	<u>1,506,577.52</u>	
		25,195,984.00	1,519,505.47	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	1,746.00	0.0%
	Capital	<u>2,375,000.00</u>	<u>832,002.95</u>	35.0%
		4,260,000.00	833,748.95	19.6%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	<u>528,000.00</u>	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	<u>150.00</u>	-	0.0%
		150.00	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	11,305,311.52	9,425,468.35	83.4%
	Capital	215,000.00	521,683.65	242.6%
	Personnel	<u>1,853,787.83</u>	<u>1,037,030.27</u>	55.9%
		13,374,099.35	10,984,182.27	82.1%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	344,578.50	37.3%
	Capital	<u>22,620,000.00</u>	<u>3,808,970.39</u>	16.8%
		23,543,389.00	4,153,548.89	17.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	<u>1,800,000.00</u>	<u>832,220.37</u>	46.2%
		1,800,000.00	832,220.37	46.2%
700 - SANITATION FUND	Operating	<u>3,553,481.24</u>	<u>2,022,273.37</u>	56.9%
		3,553,481.24	2,022,273.37	56.9%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,019,649.78	52.5%
	Capital	424,316.00	111,427.04	
	Personnel	<u>720,293.80</u>	<u>427,138.02</u>	59.3%
		3,087,686.11	1,558,214.84	50.5%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	<u>1,100,000.00</u>	<u>419,105.21</u>	38.1%
		1,100,000.00	419,105.21	38.1%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 48,639,898.14</u>	41.2%

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  
4/30/2023

FUND	BALANCE 03/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 04/30/2023
001 - GENERAL FUND	\$ 42,393,196.08	\$ 3,035,068.32	\$ 2,191,728.67	\$ 43,236,535.73
002 - COMPREHENSIVE LIABILITY	342,374.83	\$ 30,914.80	\$ -	373,289.63
003 - PERSONNEL BENEFIT POOL	(854,682.99)	\$ 368,461.89	\$ 371,680.22	(857,901.32)
004 - STREET LIGHTS	130,229.64	\$ 408.88	\$ -	130,638.52
007 - DRUG SEIZURE PROGRAM	142,972.01	\$ 7,262.16	\$ 6,315.21	143,918.96
008 - 911 SUPPORT	2,410,882.86	\$ 96,922.47	\$ 8,252.42	2,499,552.91
011 - FACILITY BUILDING RESERVE	7,656,097.65	\$ 65,966.62	\$ -	7,722,064.27
017 - ANNEXATION FEES	3,527,608.18	\$ 22,183.46	\$ 615,677.03	2,934,114.61
023 - SPECIAL EVENTS	322,086.79	\$ 8,197.25	\$ 801.02	329,483.02
029 - CEMETERY CAPITAL IMPROVEMENT	380,346.57	\$ 5,758.47	\$ -	386,105.04
034 - KOOTENAI FIRE/EMS IMPACT FEES	135,289.11	\$ 43,187.56	\$ 132,966.13	45,510.54
035 - PUBLIC SAFETY IMPACT FEES	1,330,184.70	\$ 17,567.37	\$ 2,872.00	1,344,880.07
037 - STREETS IMPACT FEES	5,789,075.94	\$ 131,534.14	\$ 324,275.14	5,596,334.94
038 - PARKS IMPACT FEES	4,379,327.39	\$ 68,391.73	\$ 10,000.00	4,437,719.12
039 - STREETS CAPITAL PROJECTS	21,076.72	\$ 66.17	\$ -	21,142.89
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(91,542.78)	\$ 982.05	\$ -	(90,560.73)
450 - LID GUARANTEE	17,592.29	\$ 55.23	\$ -	17,647.52
650 - RECLAIMED WATER OPERATING	52,544,847.76	\$ 1,955,870.32	\$ 1,400,105.25	53,100,612.83
651 - RECLAIMED WATER CAPITAL - WWTP	10,278,880.75	\$ 316,458.61	\$ 382,459.16	10,212,880.20
652 - RECLAIMED WATER CAPITAL - COLLECTOR	13,856,041.76	\$ 1,210,821.81	\$ 44,342.20	15,022,521.37
700 - SANITATION	1,145,424.93	\$ 370,982.64	\$ 39,380.45	1,477,027.12
750 - WATER OPERATING	21,411,026.26	\$ 282,382.40	\$ 205,597.45	21,487,811.21
753 - WATER CAPITAL	5,571,063.61	\$ 149,025.29	\$ 199,617.60	5,520,471.30
<b>GRAND TOTAL:</b>	<b>\$ 172,808,420.18</b>	<b>\$ 8,188,469.64</b>	<b>\$ 5,936,069.95</b>	<b>\$ 175,060,819.87</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: 06/15/2023**

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**DATE:** 06/12/2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Greg McLean

**SUBJECT:** Avista Agreement with the Police Department to pay overtime for Officers help reduce trespassing on Avista property

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**ITEM AND RECOMMENDED ACTION:**

Approval of the agreement between Avista and the Police Department to pay for overtime details around Avista property. Avista reports trespassing onto their property and individuals swimming in dangerous no swim areas.

**DISCUSSION:**

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

**APPROVED OR DIRECTION GIVEN:**

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

**BUDGET CODE:**



April [redacted], 2023

**Via: Email**

Jason Mealer  
Patrol Captain, Post Falls Police Department  
[jmealer@postfallspolice.com](mailto:jmealer@postfallspolice.com)

**Re: Letter Agreement (“Letter Agreement”) for Spokane River Safety and Use Restrictions Ordinance Education and Emphasis Patrols by the City of Post Falls Police Department (“PFPD”).**

Dear Captain Mealer:

Following our successful engagement last year to conduct education and emphasis patrols along the Spokane River in the City of Post Falls aimed at reinforcing the requirements of the Spokane River Safety and Use Restrictions Ordinances, Avista and PFPD would like to continue these patrols on a season-by-season basis and agree as follows:

- Avista will maintain existing signage.
- Avista will provide up to \$20,000 dollars per season for said patrols.
- Either party may cancel this Letter Agreement for any reason by providing the other party with thirty (30) days prior written notice.
- PFPD will provide monthly invoices, which will include detail specifying number of hours and rates per invoice.
- PFPD and Avista’s Post Falls Hydroelectric Dam Operators will coordinate with respect to the suggested locations for and scheduling of said patrols; provided, however, that assignments and scheduling shall be done by PFPD, in its sole discretion. (Avista’s suggested patrol hours are between 11am and 6pm local time.) The parties’ representatives for coordination are as follows:

Avista representative  
**Generation Control Center (24hr) 509-495-8114**  
**Post Falls Dam Control Room 509-495-8014**  
**Laroy Dowd- PF Dam Chief Operator 208-771-0248**

PFPD representative  
 <insert name>  
 <insert email>  
 <insert phone>

Please confirm your agreement to the terms of this Letter Agreement by signing below. Once executed, please email a copy of this Letter Agreement to Todd Colton, at [todd.colton@avistacorp.com](mailto:todd.colton@avistacorp.com).

Sincerely,

Bruce Howard  
Senior Director, Environmental and Real Estate  
Avista Corporation

**ACCEPTED AND AGREED TO:  
Post Falls Police Department**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 06/15/2023**

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**DATE:** 06/12/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Hayle Carver  
**SUBJECT:** Public Shuttle Services Agreement between KCPT Citylink & Post Falls Parks & Recreation

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the Consent Calendar, City Council authorizes the mayor's signature on the agreement with Kootenai County Public Transportation Shuttle Citylink, an FTA-funded service of the County of Kootenai and the City Of Post Falls Parks & Recreation for the purpose of operating a no-fare limited duration public transportation route shuttle service during Post Falls Festival on Saturday 7/8 & Sunday 7/9.

**DISCUSSION:**

The Kootenai County Public Transportation Shuttle (CityLink) and the City of Post Falls will provide an anchor stop at Q'emiln Park and four additional stops as outlined in the agreement. Having a shuttle will help alleviate the congestion at the park and provide opportunities for the community to park and ride from locations offsite. Operations will be free and open to all riders. The public can access the route and track where the bus is through the Passio GO! app.

**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



**PUBLIC SHUTTLE SERVICES AGREEMENT**  
**between**  
**KOOTENAI COUNTY PUBLIC TRANSPORTATION CITYLINK**  
**and POST FALLS PARKS & RECREATION DEPARTMENT**

**THIS AGREEMENT** is made and entered into by and between **KOOTENAI COUNTY PUBLIC TRANSPORTATION CITYLINK**, an FTA funded service of the County of Kootenai (hereinafter referred to as “KCPT”), 2400 W Riverstone Dr, Coeur d’Alene, ID 83814 and the **City of Post Falls Parks & Recreation** (hereinafter referred to as “PFPR”), 408 N. Spokane St., Post Falls, ID 83854 for the purpose of operating a no-fare limited duration public transportation route for the purpose of providing shuttle services to PFPR within an extended parking area during the 2023 Post Falls Idaho Festival for the dates and times indicated here.

*LIMITED DURATION PUBLIC EVENT:* 2023 Post Falls Idaho Festival

*DATE(S) & TIMES:* Saturday, July 8, 2023, 11:00A-6:00P and Sunday, July 9, 2023, 11:00A-4:00P

*ANCHOR LOCATION/STOP:* 1. 12200 W Parkway Drive, Post Falls

*ADDITIONAL STOPS ON ROUTE:* 2. 413 E 1<sup>st</sup> Ave, Post Falls

3. 220 E 4<sup>th</sup> Ave, Post Falls

4. 180 W 4<sup>th</sup> Ave, Post Falls

5. 3<sup>rd</sup> Ave Parking Lot, Post Falls

**ROUTE**

Per Option 1 Festival Route (see attachment). KCPT will operate one (1) bus and one (1) driver per agreement date. The route will include five (5) stops (detailed above) with a 60 second dwell time at each stop, departing the ANCHOR LOCATION every twenty (20) minutes with a maximum bus ride of fourteen (14) minutes. For every (1) hour, the bus will run the route three (3) times for a total of nine (9) miles every sixty (60) minutes. The route will begin and end at the ANCHOR LOCATION, departing every third trip on the hour.

KCPT agrees to adhere as closely as possible to the run times detailed in the Option 1 Festival Route (note RIDERSHIP CONDITION for exception) and will not deviate from the agreed upon route. There will be no fare charged for these operations.

**LOW RIDERSHIP CONDITION**

If on any single twenty (20) minute route run, there are fewer than five (5) passengers total riding the bus on that run, the driver will skip the subsequent twenty-minute run with the bus remaining on the premises at the ANCHOR LOCATION during that twenty-minute break in operations. The driver will then resume route operations for the next twenty-minute run. If there are three

consecutive breaks in operations during one (1) date of the agreed upon limited event schedule, KCPT will cease operations for that date and resume the next date, if applicable.

## **PUBLIC TRANSPORTATION STATEMENT**

Although KCPT agrees to a custom route and stops for this limited time and event, this FTA-funded bus service and operations will be free and open to all riders of the public regardless of race, color, creed, ethnicity, national origin, sex, or disability (including mobility limitations), within the designated route and run times.

## **PICK UP/DROP OFF LOCATIONS**

PFPR agrees to clear and designate with traffic cones the pick up/drop off locations at each stop at least one hour prior to the agreed upon bus start times on the dates indicated in this agreement. KCPT agrees to keep stops within the designated and agreed upon locations, except in case of emergency.

PFPR is responsible for keeping pick-up/drop-off locations clean and safe.

## **MISCELLANEOUS**

### **Accessibility:**

KCPT buses are lift equipped and wheelchair accessible. Any person who is not able to climb steps may request to use the lift platform or ramp when boarding and alighting. Handrails are provided on both the lift device and the steps for stability. The seats closest to the front of the fixed route buses are reserved for persons with disabilities and the elderly.

### **Bicycles:**

Bike racks are located on all buses and can hold up to two bikes at one time. No bikes are allowed inside the bus. It is the passenger's responsibility to secure the bike on the rack and to remove it immediately after departing the bus.

### **Service Animals:**

Service animals are allowed on the public bus system and must have proof of current licensing and rabies tags. Service animals must sit or lie at the owner's feet or be held in owner's lap and must not block aisles or occupy a seat. Companion animals, mental/emotional health animals and pets are not allowed. Under Department of Transportation (DOT) Americans with Disabilities Act (ADA) regulations at 49 C.F.R. Section 37.167(d), transit entities are only required to allow service animals to accompany individuals with disabilities in vehicles and facilities. DOT ADA regulations at 49 C.F.R. Section 37.3 define a service animal as an animal "individually trained to work or perform tasks for an individual with a disability." Passengers must maintain control of their service animal at all times. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these 4 devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. You will be asked to leave your dog at

home if: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff will offer the person with the disability the opportunity to obtain goods or services without the animal's presence. If your service animal is out of control, they will not be allowed to board and will not be allowed on future rides.

**Prohibited:**

- Non-compliance with verbal or written instructions/directions issued by Citylink staff.
- Smoking or vaping on public transportation property.
- Alcohol, intoxication or being under the influence of illegal substances.
- Loitering or lying down.
- Littering, spitting, feet on sitting areas, or creating unsanitary conditions.
- Loud or unreasonable noises, noise producing devices (headphones are allowed).
- Unruly behavior, fighting, swearing, or harassing/abusive language; this includes improper, suggestive, or sexual communication.
- Soliciting or unauthorized commercial activity; unlawful posting of materials.
- Flammable liquids, such as gasoline, kerosene, propane, etc.
- Dangerous or large items (car batteries, fireworks, furniture, trees, panes of glass, etc.).
- Operating or tampering with vehicle equipment.
- Obstructing or impeding flow of customers or buses.
- Leaving items or children unattended.
- Animals, other than trained service dogs (and miniature horses).
- Clothing soiled with bodily fluids.
- Open or uncovered sores or wounds.
- Eating, drinking, or open food and drink containers in the vehicles.
- Blocking of aisles (including feet, legs, arms).
- Strollers that are not empty or folded prior to boarding or that block aisles or doorways.
- Cell phones on speaker or loud conversations that may distract the driver.
- Standing in front of the standee line, in doorways, or on the steps.
- Standing when open seats are available.
- Standing before the bus comes to a complete stop.
- Distracting or inappropriate conversation with the driver.

**Other**

For other rider policies, please refer to the RTC Rider & Property Policy Approved.pdf (<https://www.kcgov.us/DocumentCenter/View/9286/Kootenai-County-Riverstone-Transit-Center-Riders-Policy-PDF>).

**THIS AGREEMENT** is legally binding and entered into by the parties indicated in herein.

**KOOTENAI COUNTY  
BOARD OF COMMISSIONERS**



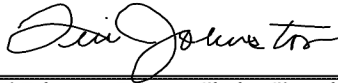
\_\_\_\_\_  
Leslie Duncan, Chair

**Leslie Duncan, Commissioner - Signed 6/5/2023**

**CITY OF POST FALLS**

\_\_\_\_\_  
Ron Jacobson, Mayor

**ATTEST:  
JENNIFER LOCKE, CLERK**

By: 

\_\_\_\_\_  
**Teri Johnston, Deputy Clerk - Signed 6/5/2023**  
Deputy Clerk

**ATTEST:**

By: \_\_\_\_\_  
City Clerk



## Festival Route

Date	Start	End	Total
8-Jul	11:00 AM	6:00 PM	7.0
9-Jul	11:00 AM	4:00 PM	5.0

Every 20 minutes  
 60 second dwell time  
 Maximum 14 minute bus ride

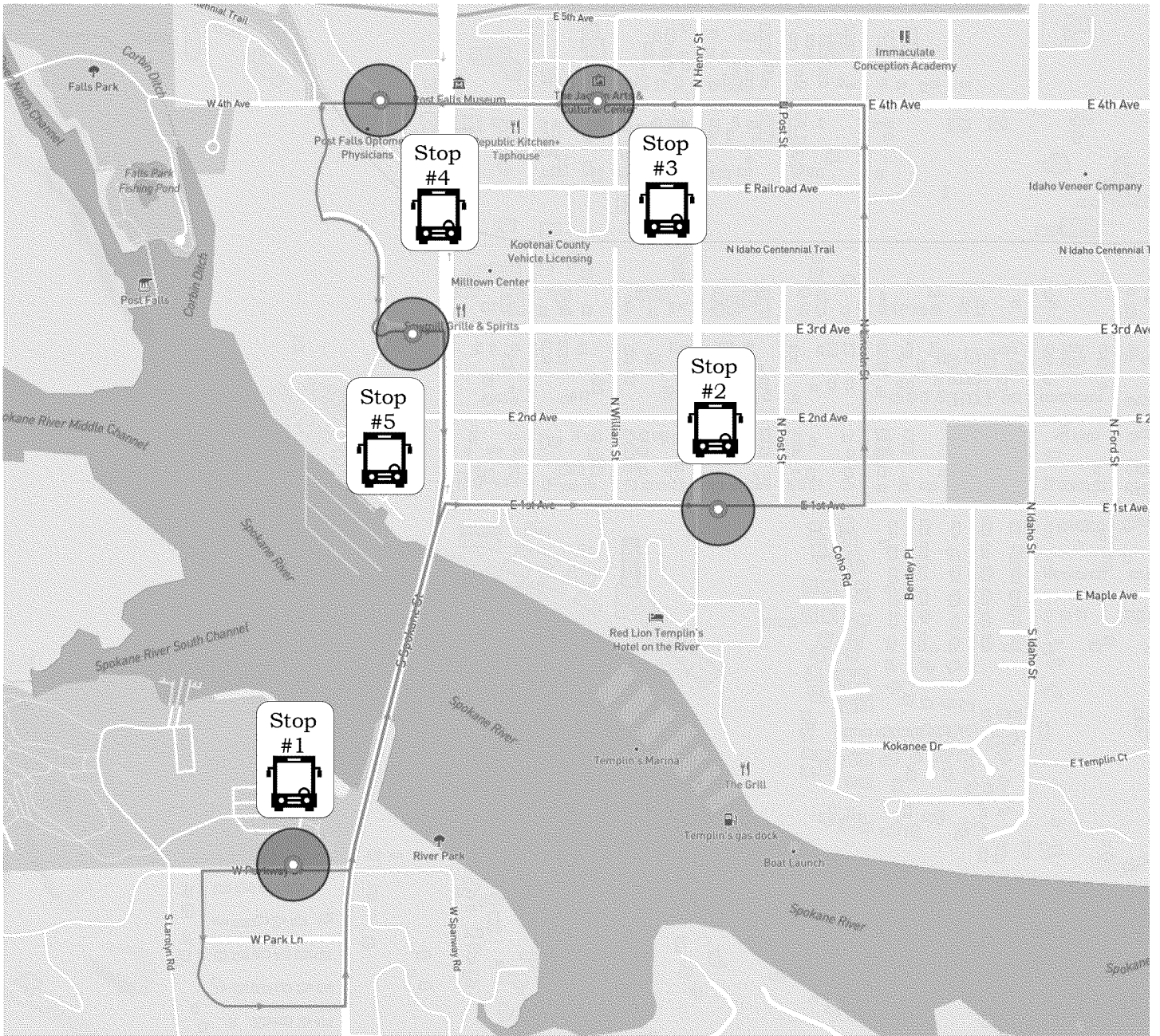
Festival	12200 W Parkway Drive
Location 1	413 E 1st Ave
Location 2	220 E 4th Ave (City Hall)
Location 3	180 W 4th Ave
Location 4	3rd Ave
Avg Fuel Efficiency	9.51 MPG
Hourly Miles	9 Miles
Total Miles	108
Total Hours	12.0
Total Drivers	1

BUS 1		
	Departure Time	Miles
Festival	11:00	
Location 1	11:04	0.8
Location 2	11:08	0.8
Location 3	11:11	0.3
Location 4	11:14	0.3
Festival Arrival Time	11:18	0.8
Festival	11:20	
Location 1	11:24	0.8
Location 2	11:28	0.8
Location 3	11:31	0.3
Location 4	11:34	0.3
Festival Arrival Time	11:38	0.8
Festival	11:40	
Location 1	11:44	0.8
Location 2	11:48	0.8
Location 3	11:51	0.3
Location 4	11:54	0.3
Festival Arrival Time	11:58	0.8
Total for Run	1 hour	9

\*If on any single twenty minute route run, there are fewer than five passengers total riding the bus on that run, the driver will then skip the subsequent run with the bus remaining at the Festival during that twenty minute run, having a twenty minute break in operation. The driver will then resume route operations for the next twenty minute run (Example: 1:20-1:38 run has 1 passenger, driver will skip 1:40-1:58 run and remain at the festival, driver will then make the 2:00 run). If there are three consecutive route run with less than 5 passengers on each route run, during one day of operation we will cease operations for the day (Example: 2 passengers on 2:40-2:58, skip 3:00-3:18, 1 passenger 3:20-3:38, skip 3:40-3:58, 2 passengers 4:00-4:18, cease operations for the rest of the day).

# City of Post Falls Parks & Recreation Festival Route

3 miles, 20 minutes



All routes start at Q'emiln Park for the Post Falls Festival

Routes will run every 20 minutes

Starting:

Saturday, July 8, 2023, 11:00A-6:00P

Ending:

Sunday, July 9, 2023, 11:00A-4:00P

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARING  
MEETING DATE: JUNE 15, 2023**

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**DATE:** MAY 31, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jon Manley, Planning Manager  
[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov) / 208-457-3344  
**SUBJECT:** MILLSAP ANNEXATION FILE NO. ANN-22-16

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**ITEM AND RECOMMENDED ACTION:**

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-2). The intent is to subdivide and create a total of 18 lots (Exhibit A-3b). (See P&Z staff report and zoning recommendation, Exhibit S-4, and S-7).

**DISCUSSION:**

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their April 11, 2023, 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-4) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether

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

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

**APPROVED OR DIRECTION GIVEN:** The Planning and Zoning Commission made a recommendation for the proposed Single-Family Residential (R-1) zoning district at their April 11, 2023, meeting as part of the annexation request. Additionally, the Planning and Zoning Commission approved the proposed subdivision (Exhibit A-3b) conditioned upon this annexation request.

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

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

**BUDGET CODE: N/A**

**SUPPORTING DOCUMENTS:**

**STAFF EXHIBITS:**

- Exhibit S-4 Planning and Zoning Commission Staff Report
- Exhibit A-1a Annexation Application
- Exhibit A-1b Subdivision Application
- Exhibit A-2 Narrative
- Exhibit A-3a Legal
- Exhibit A-3b Preliminary Plan
- Exhibit A-4 Will Serve
- Exhibit A-6 Auth Letter
- Exhibit A-7 Title Report
- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use map
- Exhibit PA-1 PFHD Comments
- Exhibit PA-2 YPL Comments
- Exhibit PA-3 KCFR Comments
- Exhibit PA-4 DEQ Comments
- Exhibit PA-5 DEQ Comments
- Exhibit S-5 Signed Development Agreement
- Exhibit S-6 Minutes 4-11-2023
- Exhibit S-7 Signed Zoning Recommendation
- Exhibit PA-6 PFHD Comments
- Exhibit PA-7 DEQ Comments
- Exhibit PC-1 Ellsworth Comments
- Exhibit PC-2 Parker Comments
- Exhibit PC-3 Mills Comments



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**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** April 7, 2023

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

**FROM:** LAURA JONES, ASSOCIATE PLANNER • [ljones@postfalls.gov](mailto:ljones@postfalls.gov) • 208-457-3336

**SUBJECT:** STAFF REPORT FOR THE APRIL 11, 2023, P&Z COMMISSION MEETING  
MILLSAP LANDING ANNEXATION AND SUBDIVISION  
ANNX-22-16 & SUBD-22-16

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**INTRODUCTION:**

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex and subdivide approximately 5-acres into a total of 18 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

**PROJECT INFORMATION:**

**Project Name / File Number:** Millsap Landing Annexation and Millsap Landing Subdivision File No. ANNX-22-16 & SUBD-22-16

**Owner(s):** Wild Horse Investments, 14899 W. Stub Ave, Rathdrum, ID 83858

**Applicant:** Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

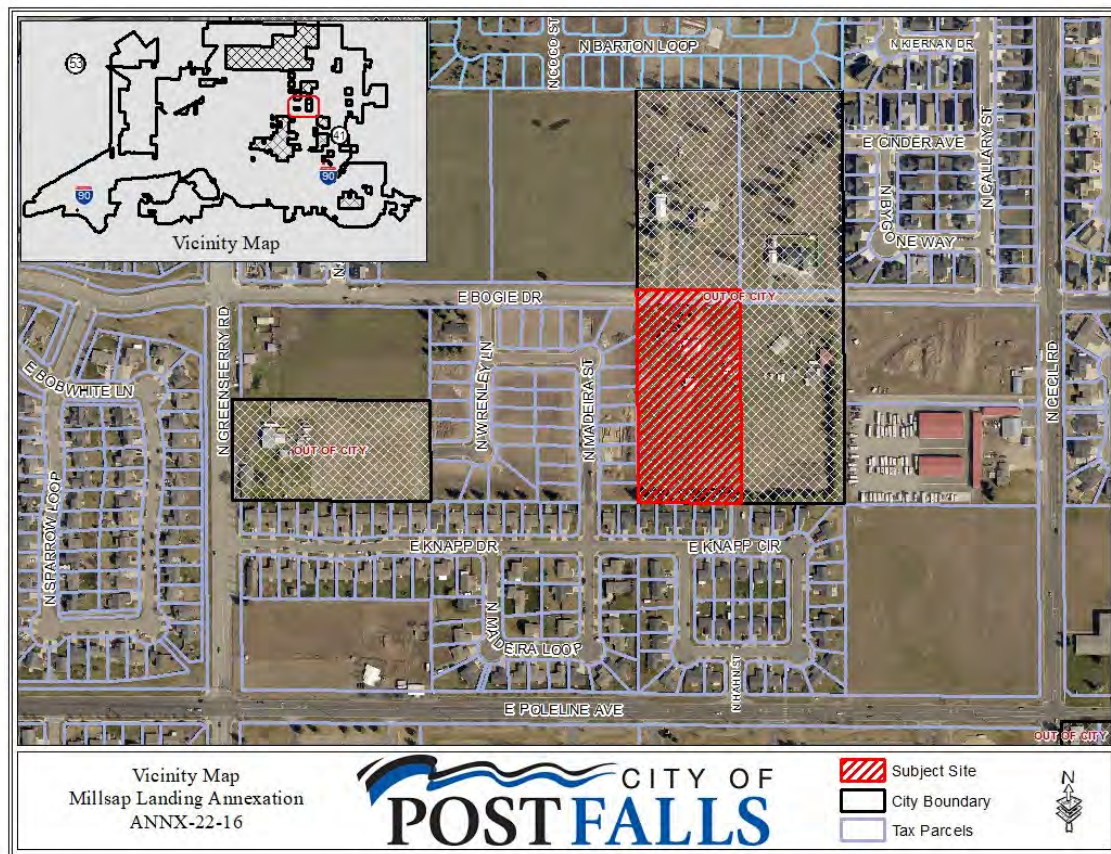
**Project Description:** Annex and subdivide 4.88-acres into 18 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1).

**Project Location:** The property is generally located south of E. Bogie Drive, between N. Greensferry Road and N. Cecil Road

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** Located to the north and east of the project site are large lot residential properties within an unincorporated part of Kootenai County. Adjacent to the site on the west is the Wrenley Estates R-1 subdivision and to the south is the Knapp Addition R-1 subdivision.

**Area Context Vicinity Map:**



**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential**. This category encompasses all types of single-family uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development.

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.

The proposed development is located within the 41 North Focus Area which states the following:

Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully designated land uses incorporating trails and an interconnected, walkable street network.

Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services. The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

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

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

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

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

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

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

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

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

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

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

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

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

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

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

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

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Single family homes have proven to still be in high demand in our community.

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

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

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

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

Water will be serviced by Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Bogie Drive, a classified Minor Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Bogie Drive – Minor Collector Arterial: 80-feet total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The ½ right-of-way width will be measured from the existing center of rights-of-way for Bogie Drive.

Future traffic patterns to/from this site are benefitted from the connectivity of Bogie Drive to Greensferry Road and Cecil Road. A local roadway connection will also be completed in conjunction with development of the adjoining property (to the east) that will allow local circulation thru the Knapp Subdivision (south) 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: This site is currently undeveloped and under-utilized.

**Policy 9:** Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas;

Staff Comment: The site is currently located within a small County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: Ross Point Water is currently located along the property’s frontage of Bogie Drive. Sanitary sewer is stubbed to the property’s western boundary. Bogie Drive is paved west of the site and a short section (330’) of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- That support increased development intensity near the urban core.

Staff Comment: The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

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

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

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

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

Staff Comment: Additional rights-of-way along E. Bogie Drive will be dedicated as part of the annexation agreement.

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

Staff Comment: Existing multi-use paths and sidewalks will be extended along E. Bogie Drive and Hahn Street as part of the development of this site.

**Policy 33:** Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: The extension of E. Bogie Drive and Hahn Street was addressed under policies 24 and 27.

**Policy 45:** Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined 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: The property is located directly east and north of the current city boundary and utility services are currently constructed to the property line.

- Comprehensive plan goals and policies.

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

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

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

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

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

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

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

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

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

**Streets/Traffic:**

Staff Comment: Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.



**Water and Sanitary Sewer:**

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

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

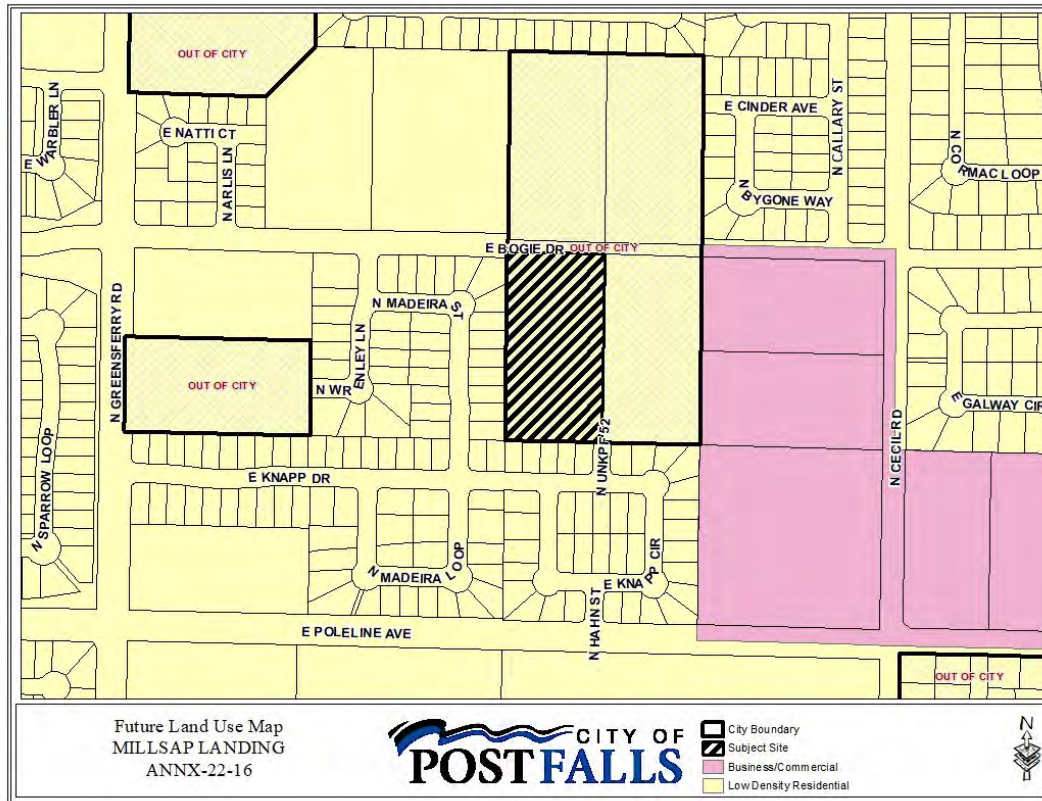
The City’s Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City’s Water Reclamation Master Plan – Collections. Current capacity of the City’s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

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

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

**Future Land Use Designation:**

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



**Community Plans:** None

**Geographic/Natural Features:**

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

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

Staff Comment: Not applicable.

**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 subject property is located outside an intense urban activity area. The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

Staff Comment: Not applicable

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

No subdivision shall be approved from the planning and zoning commission unless findings and conclusions are made that:

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

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

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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

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

- Neptune Drive and Hahn Street – Local Residential, 32-foot width
  - Hahn – ½ roadway improvements only, barricaded at southern property line until property to the east develops.
- Bogie Drive – Minor Collector Roadway, centerline +10 feet for roadway improvements (32' face of curb to edge of pavement)

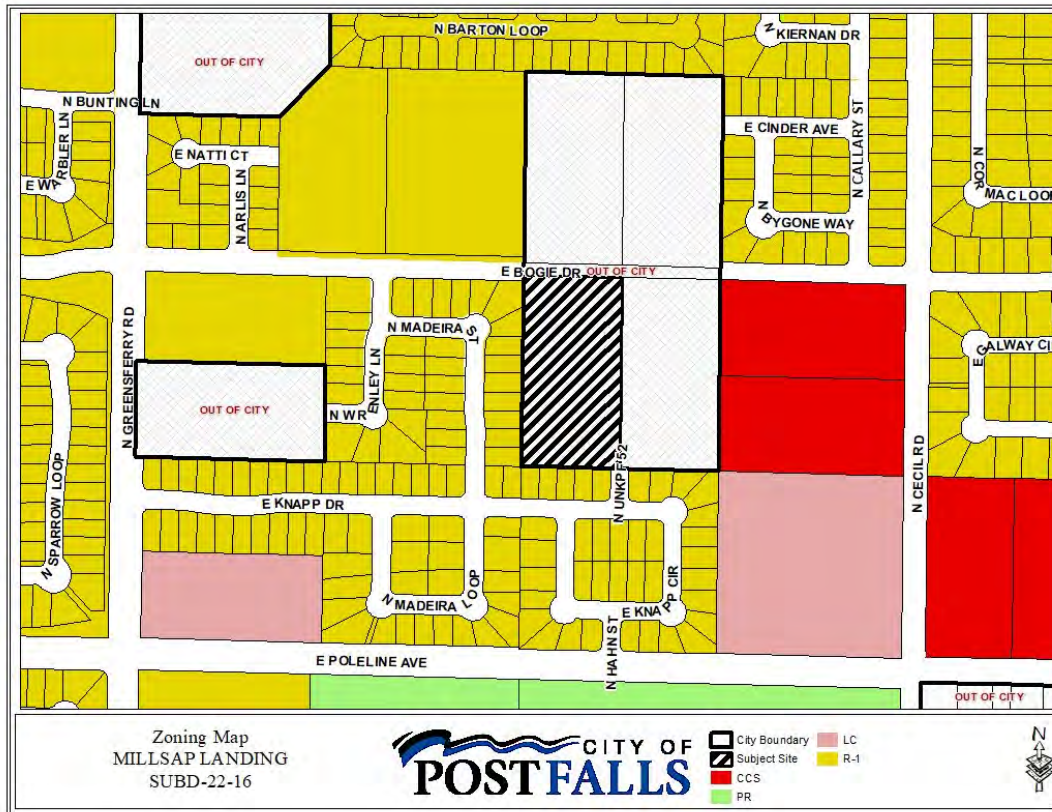
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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

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

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

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



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

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

**OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:**

- Post Falls Highway District (Exhibit PA-1) Requests to annex to the northern Right-of-way across Bogie Dr.
- Yellowstone Pipeline (Exhibit PA-2) No impact
- Kootenai County Fire & Rescue (Exhibit PA-3) Reserves comments for the permitting process
- Post Falls School District (Exhibit PA-4) Remains neutral.

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

**ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:**

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Bogie Drive
  - a. 80-foot right-of-way (40-foot half-width measured from existing center of rights-of-way in Bogie Drive)
  - b. 10-foot sidewalk, drainage, and utility easement

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

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

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

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.

6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
  - Bogie Drive – Minor Collector, 44-foot width (centerline +10 feet required construction)
  - Neptune Drive and Hahn Street – Local Residential, 32-foot width
  - Hahn Street – ½ roadway improvements only, barricaded at southern property line
8. Direct access from residential lots to Bogie Drive 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 Bogie Drive and all new subdivision roads; including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. All existing structures are to be removed and the septic system abandoned in conformance with Panhandle Health requirements.

**ATTACHMENTS:****Applicant Exhibits:**

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2	Narrative
Exhibit A-3a	Legal
Exhibit A-3b	Preliminary Plan
Exhibit A-4	Will Serve
Exhibit A-6	Auth Letter
Exhibit A-7	Title Report

**Staff Exhibits:**

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

**Testimony:**

Exhibit PA-1	PFHD Comments
Exhibit PA-2	YPL Comments
Exhibit PA-3	KCFR Comments
Exhibit PA-4	DEQ Comments

Annexation · 363 – MILLSAP LANDING



Expiration Date

Active



# ANNX-22-16



## Details

Submitted on Dec 21, 2022 at 10:29 am



## Attachments

12 files



## Activity Feed

Latest activity on Feb 27, 2023



## Applicant

Raymond Kimball



## Location

Point Location: 47.7333, -116.9098

## Timeline

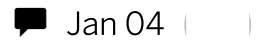
Add New ▾

### Fee Payment

Paid Dec 21, 2022 at 11:46 am

### Completeness Review

Completed Dec 23, 2022 at 12:34 pm



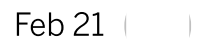
### GIS Review

Completed Feb 14, 2023 at 4:54 pm



### Polygon Creation

Completed Feb 14, 2023 at 4:57 pm



### Maps Created

Completed Feb 15, 2023 at 10:49 am



### Staff Report

Completed Feb 27, 2023 at 12:24 pm



## Draft Development Annexation Agreement

In Progress



**Planning Development Review**

In Progress

Feb 22



**Engineering Annex Development Review**

In Progress



**Engineering Additions**

In Progress

Mar 10



**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

40

Designated Project Name

---

**Application Information**

Did an Annexation Pre-app take place? \*

Yes

Applicant Type \*

Engineer

Description of Project/Reason for Request \*

Millsap Landing Annexation

Existing Zoning \*

County Ag

Adjacent Zoning \*

County Ag, City R1

Current Land Use \*

Large Lot Residential

Adjacent Land Use \*

Residential

---

## Owner Information

Name \*

Wild Horse Investments

Company

Phone \*

314.753.6622

Email \*

mike@stegmanns.us

Address \*

14899 W. Stub Ave

City, State, Zip Code

## 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. \*

Raymond Kimball  
Dec 20, 2022

---



Expiration Date

Active



# SUBD-22-16



## Details

Submitted on Dec 21, 2022 at 10:30 am



## Attachments

9 files



## Activity Feed

Latest activity on Feb 27, 2023



## Applicant

Raymond Kimball



## Location

Point Location: 47.7331, -116.9095

## Timeline

Add New

### Intake Review

Completed Dec 21, 2022 at 10:43 am

### Custom Payment

Paid Dec 21, 2022 at 11:48 am

### GIS Review

Completed Jan 4, 2023 at 9:58 am

Dec 28

### Completeness Review

Completed Jan 6, 2023 at 10:50 am

Dec 28

### Completeness Review

Completed Jan 9, 2023 at 10:29 am

Dec 28

### Maps created

Completed Feb 15, 2023 at 10:50 am

### Staff Report

Completed Feb 27, 2023 at 12:24 pm



**Schedule for Public Hearing**

Completed Feb 27, 2023 at 1:17 pm



**Polygon Creation**

Completed Feb 27, 2023 at 3:42 pm

Mar 06



**Engineering Review**

In Progress

Mar 10



**Parks Review**

In Progress

Mar 10



**Waste Water Review**

Review



**Notice**

Review



**Site Posting**

Review



**Reasoned Decision**

Review



**Planning and Zoning Consent Calendar**

Review



**MDA**

Review



**Engineering Review**

Review



**Planning Review**

Review



**Signature/Applicant Review**

Review



**City Council Consent Calendar**

Review



**Recorded Copy to Applicant**

Review



🔒 Number of Notices \* ⓘ

---

## Application Information

Did a Subdivision Pre-app take place? \*

Yes

Applicant Type \*

Engineer

Proposed Subdivision Name \*

Millsap Landing

Number of Lots \*

18

Size of Site

4.88

Average Size of Lots

8,751

Existing Zoning

County Ag- City R1 Proposed

Adjacent Zoning

County Ag-City R1

Current Land Use

Large lot single family

Adjacent Land Use

Single family residential

Density

3.68 du/ac

Description of Project \*

18 lot single family subdivision

---

**Site Information**

Comprehensive Plan Designation

Low Density Residential

Location of Proposed Access to Site

Bogie Drive

Street(s) Serving the Project (provide ROW and pavement width)

Bogie Drive, Neptune Drive, Hahn Street

Size & Point of Water Connection

Bogie Drive, 12"

Size & Point of Sewer Connection

Bogie Drive 8"

Name & Location of Nearest School

Post Falls High School, 1/4 mile to the south

Location of, and Distance to, Nearest Fire Station or Sub-Station

Station #3, 1 mile away

Physical Description of Site (topography, cover, features)

Generally flat with an existing residence and several outbuildings (to be demolished)

Any Physical Limitations? (Rock outcrops, Slope, etc.)

No

---

## Owner Information

Name \*

Wild Horse Investments

Company

Phone \*

314.753.6622

Email \*

mike@stegmanns.us

Address \*

14899 W. Stub Ave

City, State, Zip Code

Rathdrum, ID 83858

---

## Application Certification

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

Raymond Kimball  
Dec 20, 2022

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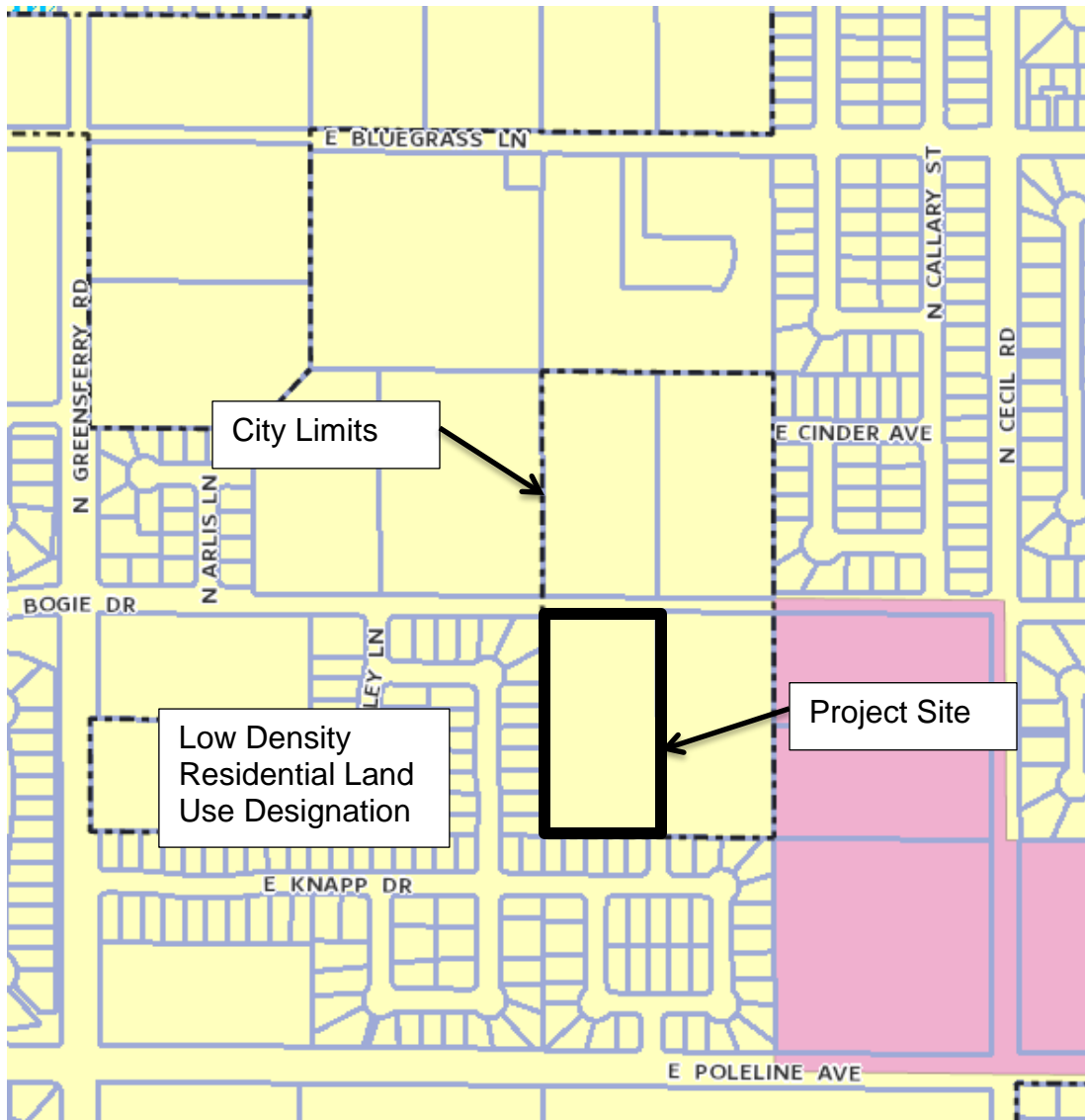
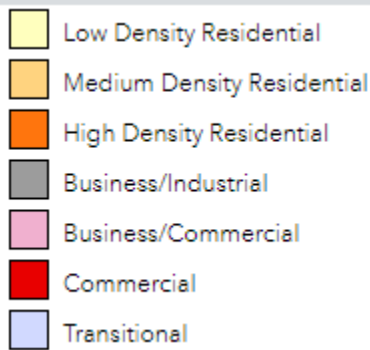
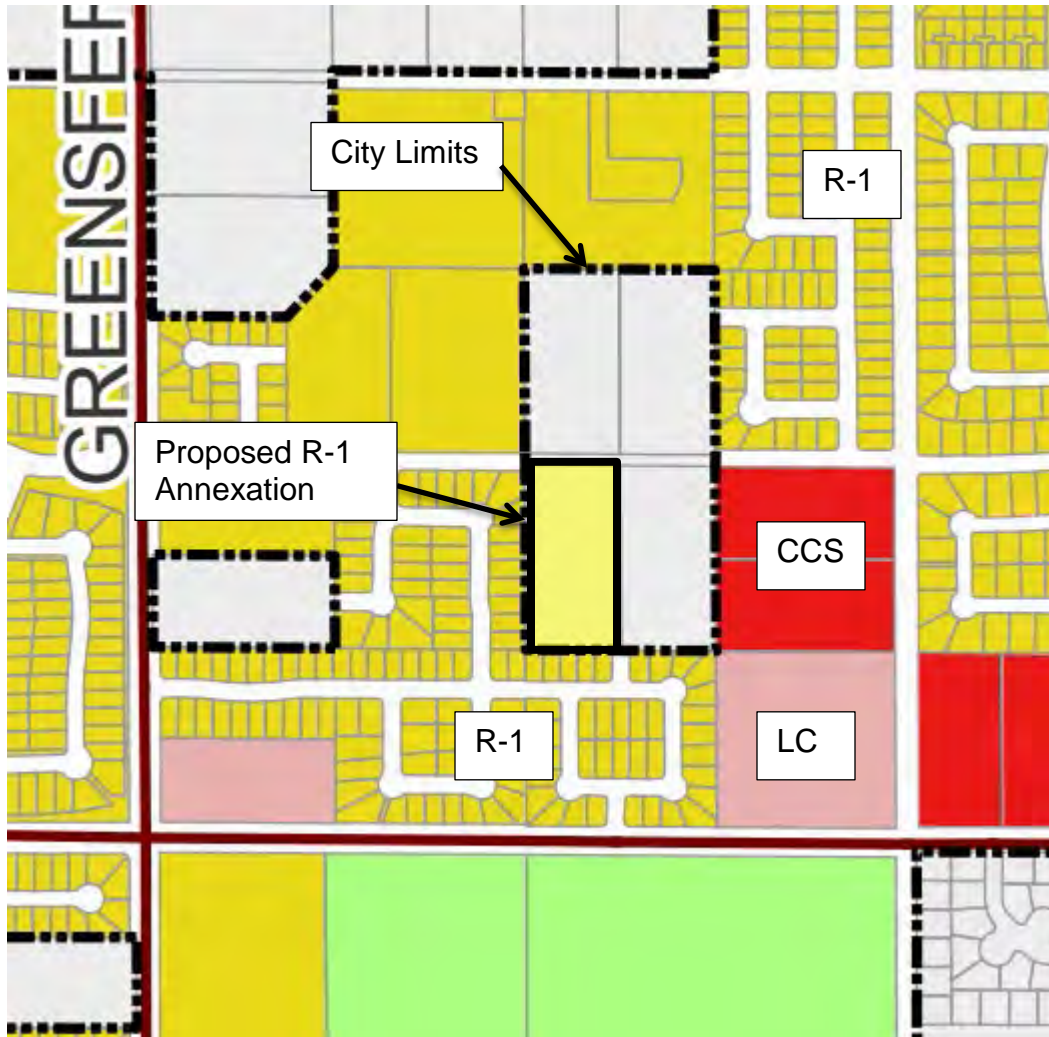


Figure 2: Future Land Use Map



**Zoning:**

As shown on the future land use map, the property has a low density residential land use designation. This is consistent with the surrounding development patterns and annexation into the City with an R-1 Zoning is consistent with both the surrounding zoning as well as the future land use map.



**Figure 3: Zoning Map**

When residential zoning is considered, it's important to consider both the existing and future surrounding environment. The existing single family residential subdivisions to the south and west of the property have lot sizes in conformance with the R-1 zoning and the county property to the east and north of the subject site will likely follow suit at some time in the future.

**Utilities and Access:**

Primary access to this property will be from Neptune Drive which tees into Bogie Dr. Connectivity to the south and east is provided with the extension of Neptune Drive and the connection of the half street to the south into Knapp Addition. Both streets are considered local access streets. Bogie Drive is considered collector street within the City's Transportation Master Plan and will be widened accordingly.

Both water and sewer mains are located in Bogie Drive. The Sewer will be extended from the west boundary of the property and then into the project via Neptune Drive. A 12" water main is also located in Bogie Drive and will provide domestic water to the property. Water and sewer extensions will be stubbed to the east for future development. Dry utilities are also located on the property and available to serve any future development on site.

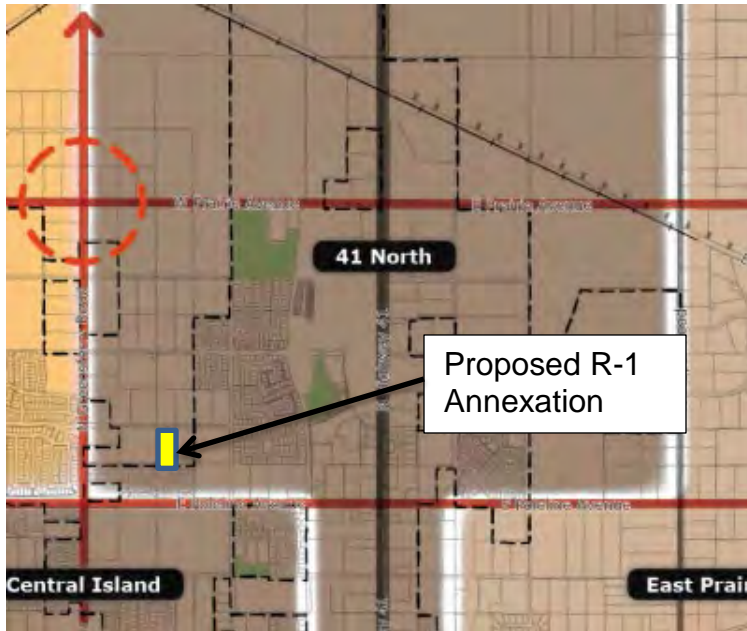
**Subdivision:**

As shown on the attached subdivision plan, the proposed subdivision will result in 18 single family residential lots. The lots range in size from a minimum of 7,221 sf to a maximum of 12,995 sf with the average size in the neighborhood of 8,751 sf, and all lots meet the dimensional requirements of the R-1 zoning. Neptune Drive will extend south and east, and a half street will stub to the south to connect to the existing stub in Knapp Addition. This will provide important connectivity to the adjacent undeveloped parcel and will allow for them to develop in the future should the land owners decide to do so. Right of way for the widening of Bogie Drive will be dedicated and improved to City Collector standards.

As mentioned above, water and sewer are both immediately available and of adequate capacity to serve the proposed subdivision. There is approximately 4 to 6 feet of relief across the site, which will yield relatively flat lots for single family construction.

**Comprehensive Plan Analysis:**

This property is located within the 41 North focus area, which envisions higher intensity commercial and multifamily development close to the Highway corridor and lower intensity residential development in the eastern and western parts of the focus area. The future land use map designates this area to be Low Density Residential which encompasses all types of single family residential uses. The requested R-1 zone is an implementing zoning district in Low Density Residential.



The proposed annexation and subdivision complies with the City's adopted comprehensive plan as follows (*policy goal in italics*):

**Land Use:**

*G.05. Keep Post Falls' neighborhoods safe, vital, and attractive.*

The proposed R-1 single family zoning and subdivision is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets to adjoining properties will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

*G.07. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of available lots/homes which in turn supports the community need for mid-range housing.

**Conclusion:**

The proposed annexation and subdivision are both supported by the comprehensive plan as outlined in this narrative and the proposed subdivision meets the requirements of the City's subdivision ordinance, therefore we are requesting approval of the annexation and subdivision of the property as presented.

LEGAL DESCRIPTION OF PARCEL:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

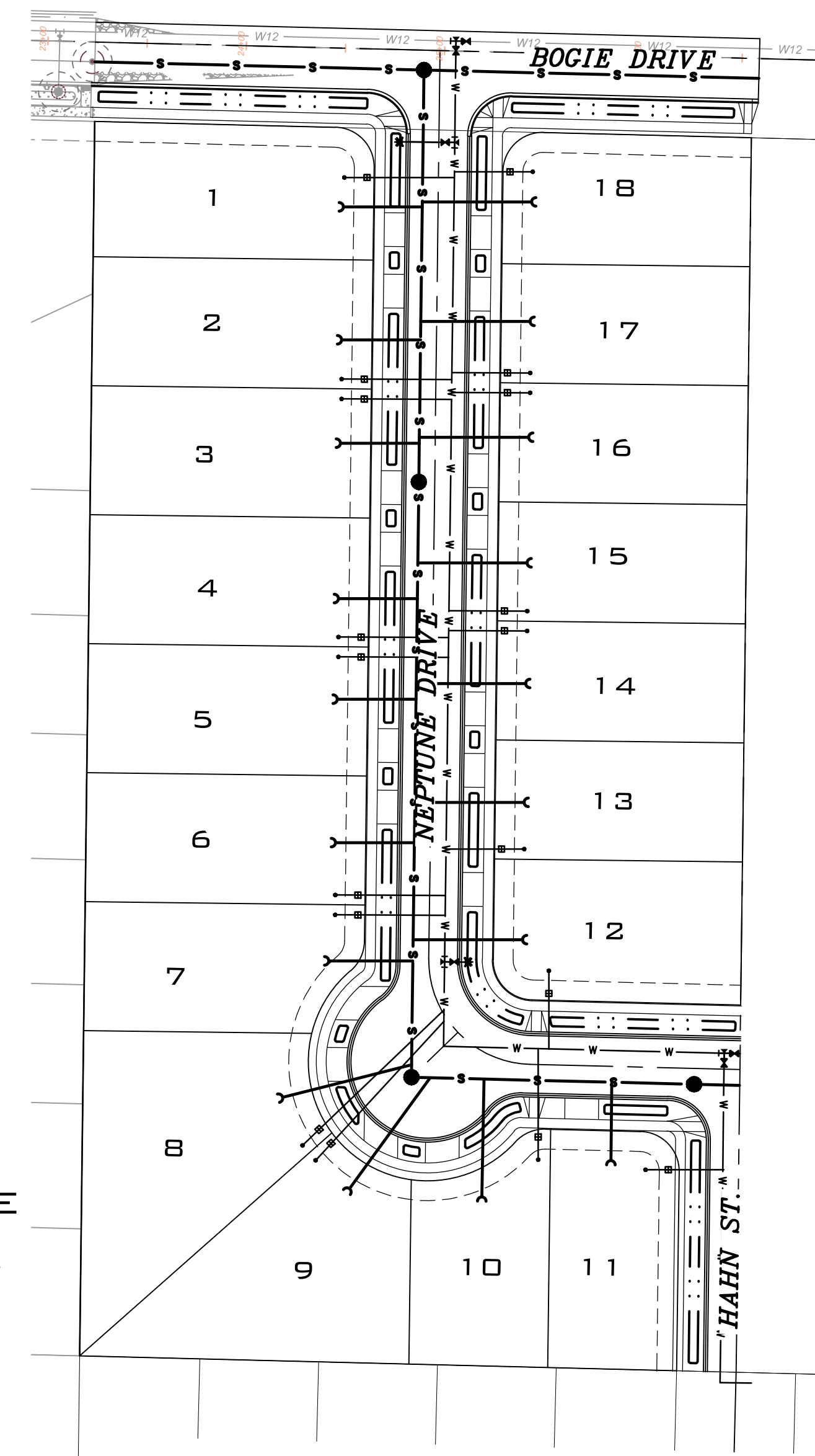
THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

**MILLSAP LANDING  
PRELIMINARY SUBDIVISION PLAN**  
LOCATED IN A PORTION OF  
SEC 25, TWN 51N, RNG 05W, B.M.  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

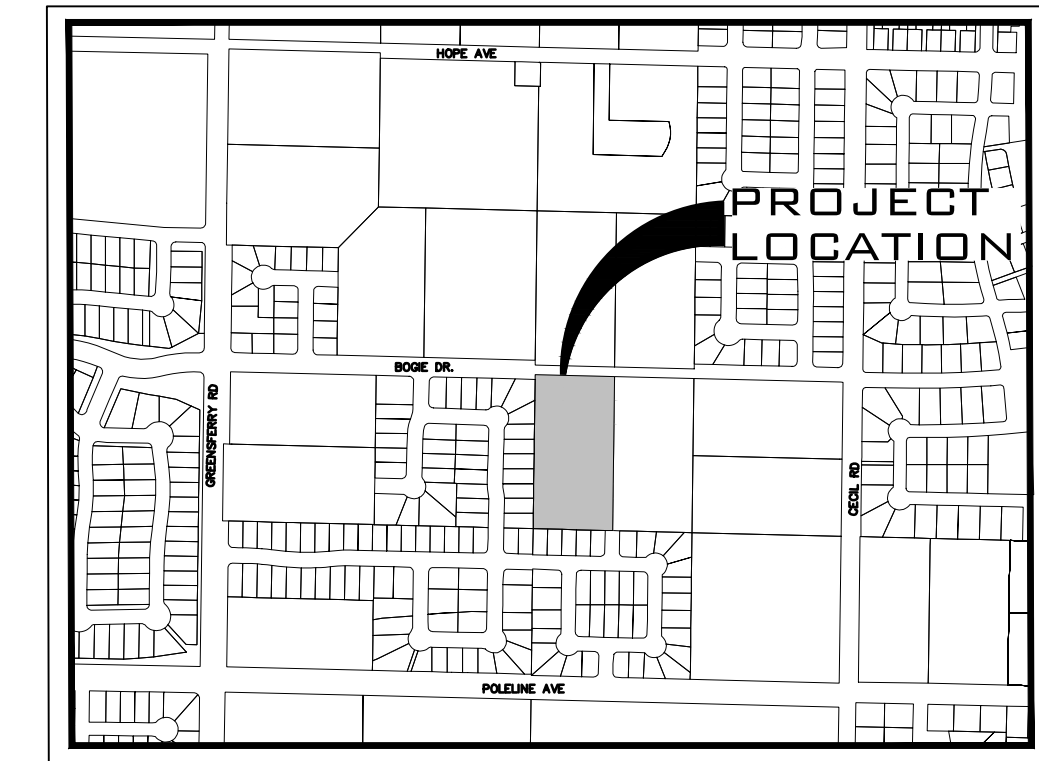
**UNDERGROUND SERVICE ALERT**  
ONE-CALL NUMBER  
**811**  
CALL TWO BUSINESS DAYS  
BEFORE YOU DIG



**SUBDIVISION PLAN**



**STREET/UTILITY PLAN**



**VICINITY MAP**

SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-25-054-AB
EXISTING ZONING	COUNTY AG
PROPOSED ZONING	R-1
PROJECT AREA (ac)	4.88
NUMBER OF LOTS	18
MAXIMUM LOT AREA (SF)	12,995
MINIMUM LOT AREA (SF)	7,221
PROPERTY DENSITY (lots/ac)	3.68
AVERAGE LOT AREA (SF)	8,751
DOMESTIC WATER	ROSS POINT WATER DIST.
SANITARY SEWER DISPOSAL	CITY OF RATHDRUM
FIRE DEPARTMENT	KOOTENA COUNTY FIRE
DATUM	NAVD-88
ELECTRIC PROVIDER	KOOTENAI ELECTRIC
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

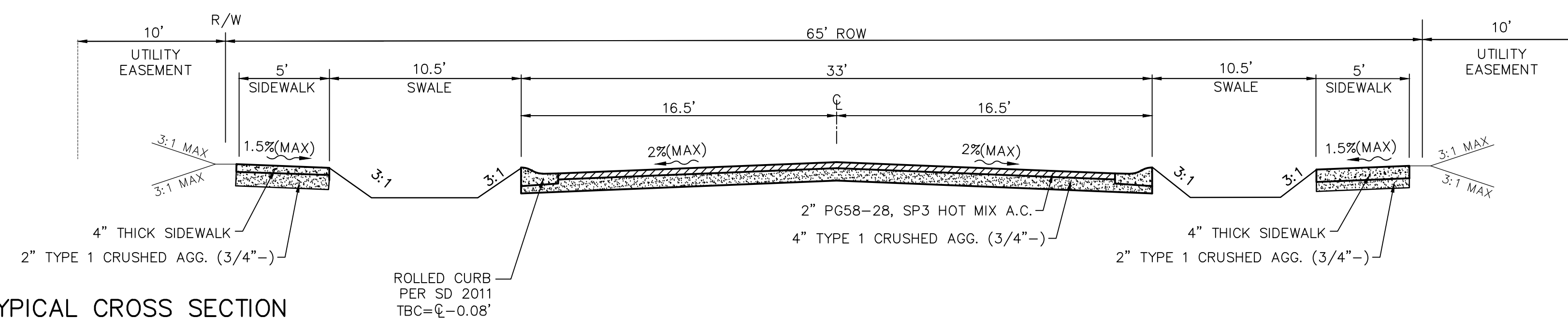
**ENGINEERING (CONTACT)** WHIPPLE CONSULTING ENGINEERS  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99216  
PHONE: 509-893-2617  
CONTACT: RAY KIMBALL, P.E.

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

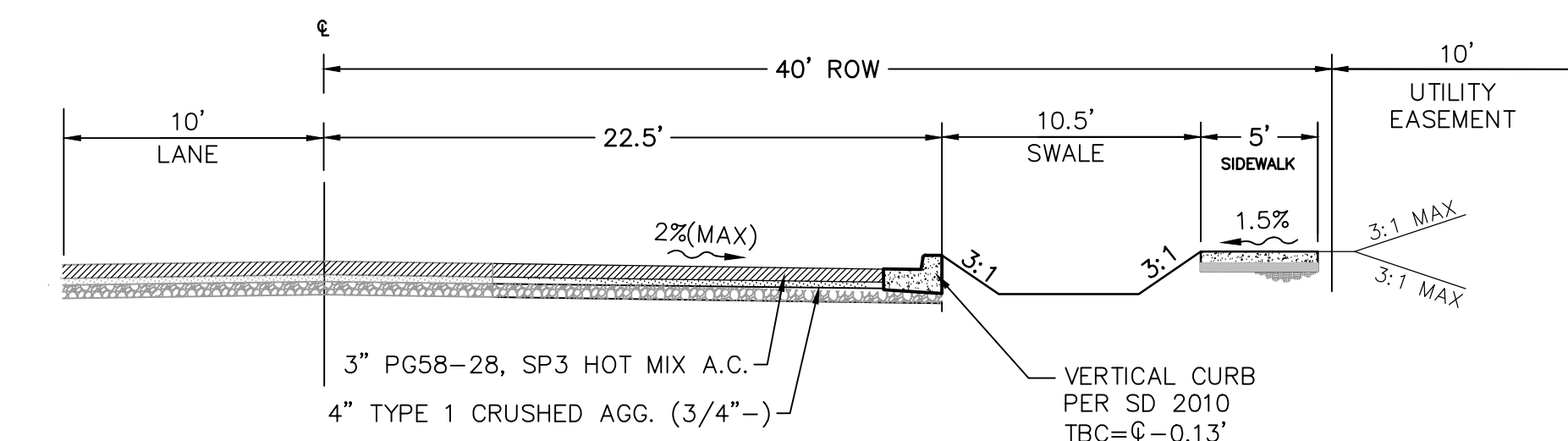
**LEGAL DESCRIPTION**

THAT PORTION OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 05 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
  
THE WEST HALF OF TRACT 54, BLOCK 25, ACCORDING TO THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C AT PAGES 78 AND 79, RECORDS OF KOOTENAI COUNTY, IDAHO.

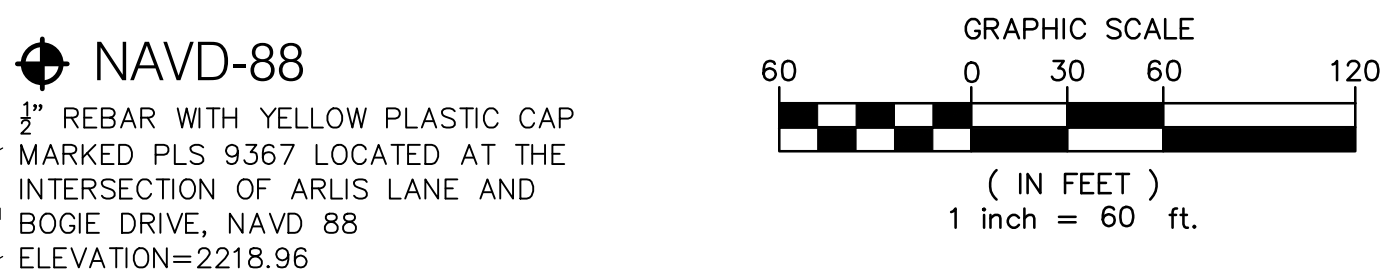
NOTE: ALL EXISTING BUILDINGS TO BE DEMOLISHED.



**TYPICAL CROSS SECTION**  
NOT TO SCALE  
NEPTUNE DRIVE



**BOGIE DRIVE CROSS SECTION**  
NOT TO SCALE



NO.	DATE	BY	REVISIONS

**SCALE:**  
HORIZONTAL:  
1"=60'  
VERTICAL:

**PROJ #:** 22-3384  
**DATE:** 12/19/22  
**DRAWN:**  
**REVIEWED:** RDK

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

**MILLSAP LANDING  
SUBDIVISION PLAN - PRELIMINARY PLAT  
POST FALLS, ID**

**SHEET  
1 OF 1**  
  
JOB NUMBER  
**22-3384**

# ROSS POINT WATER DISTRICT

December 8, 2022

TO: Bill Melvin, P.E.  
City Engineer, City of Post Falls  
408 Spokane Street  
Post Falls ID 83854

RE: MILLSAP SUBDIVISION

Dear Mr. Melvin:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

Ross Point Water District will provide water service to the Millsap Subdivision, conditioned upon the developer completing off-site improvements, if any.

Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. The water is currently serviced to this property by Prairie Water Association and all of the water rights associated with project property **must** be transferred to Ross Point Water District.

If work on the project is not begun within one year this "Will Serve" letter becomes void.

If you have any questions regarding this matter please call.

Sincerely,



Christine Waller  
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.  
Idaho Department of Quality  
Panhandle Health District  
Wild Horse Investments





**Wild Horse Investments, LLC**

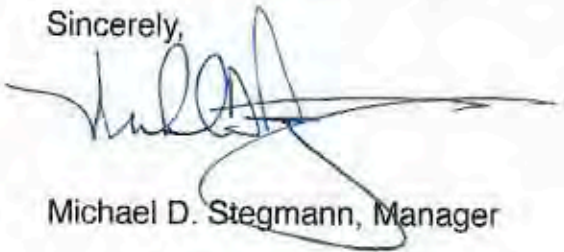
14899 W Stub Ave  
Rathdrum, ID 83858

December 20, 2022

To Whom It May Concern:

Until further notice, Wild Horse Investments, LLC hereby authorizes Ray Kimball of Whipple Consulting Engineers to act as its agent and representative for the purposes of submitting annexation requests, rezoning requests, boundary line adjustments, and any other land entitlement application to the City of Post Falls on its behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael D. Stegmann', with a long horizontal flourish extending to the right.

Michael D. Stegmann, Manager

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic National Title Insurance Company*, a(n) Idaho corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Commitment No.: 418292

**SCHEDULE A**

Escrow Officer: Alicia Mills - alicia@kootenaititle.com  
Title Officer: Kristin Scott - kristin@kootenaititle.com

1. Commitment Date: June 10, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$
Proposed Insured:		Premium:	\$
<b>Wild Horse Investments, LLC, an Idaho limited liability company</b>		<b>Total::</b>	<b>\$</b>

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

**William R. Millsap, an unmarried man**

5. The Land is described as follows:

The West half of Tract 54, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat thereof recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

Old Republic National Title Insurance Company

*Kristin Scott*

By: \_\_\_\_\_  
Kootenai County Title Company, Inc.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *Mark Bibeau* President  
Attest *David Wald* Secretary

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:  
2752 E. Bogie Dr.  
Post Falls, ID 83854

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
  - 1. Rights or claims of parties in possession not shown by the Public Records.
  - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - 3. Easements, or claims of easements, not shown by the Public Records.
  - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
  - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
  - 7. General Taxes and Assessments, which are a lien, for the year 2021, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :  
Total: \$1,740.80, Paid  
Parcel No.: 0636025054AB  
AIN No.: 165857
  - 8. General taxes for the year 2022, which are a lien, not yet due or payable.

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

9. Special Assessments, if any, for the City of Post Falls.
10. Assessments of the Ross Point Water District.
11. Assessments of the Prairie Water Association.
12. Restrictions, conditions, dedications, notes, easements and provisions delineated and / or described on the plat recorded in Book C of Plats at Page 78, as Post Falls Irrigated Tracts, Kootenai County, Idaho.
13. Covenants, conditions and restrictions governing Prairie Water Association, Inc. as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: December 19, 1978  
Book 97 of Misc. at Page 607, records of Kootenai County, Idaho
14. Covenants, conditions and restrictions as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: September 21, 1979  
Book 302 of Deeds at Page 83, records of Kootenai County, Idaho
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Kootenai Electric Cooperative, Inc.  
Purpose: public utilities  
Recorded: February 9, 1988  
Instrument No.:1108477, records of Kootenai County, Idaho.
16. Statement of Intent to Declare Manufactured Home Real Property  
Recorded: March 10, 1992  
Instrument No.:1250504, records of Kootenai County, Idaho
17. Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby  
Amount: \$151,500.00

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Dated: November 2, 2006  
Recorded: November 8, 2006  
Instrument No.:2065908000, records of Kootenai County, Idaho  
Grantor: William R. Millsap, an unmarried man  
Trustee: Pioneer Title Company of Ada County  
Beneficiary: Wells Fargo Bank, N.A.

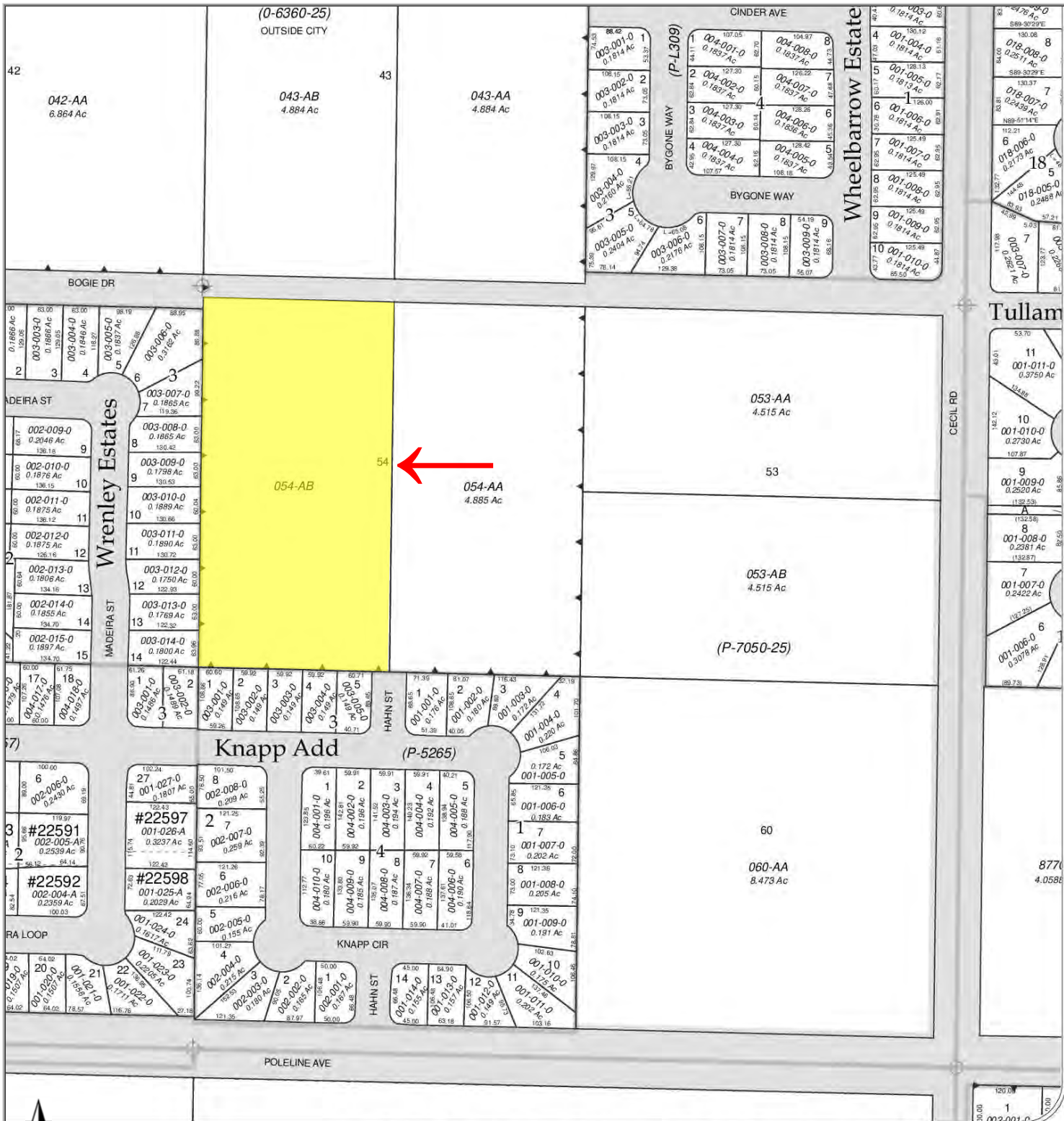
END OF SCHEDULE A

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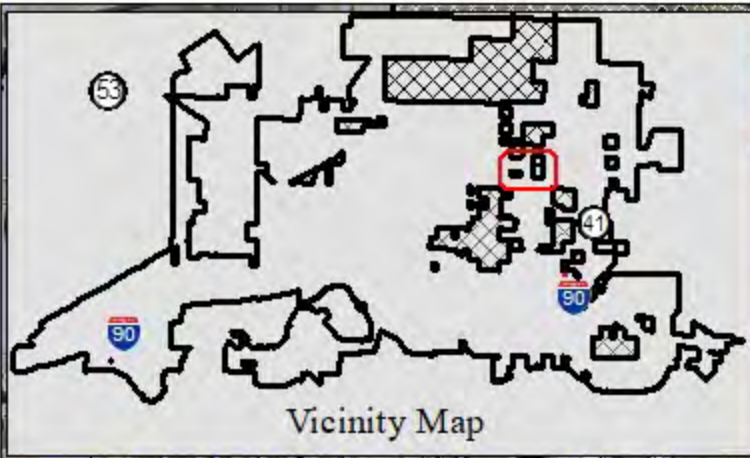
# SW Sec. 25 Twp 51 N. R. 5 W. B. M.



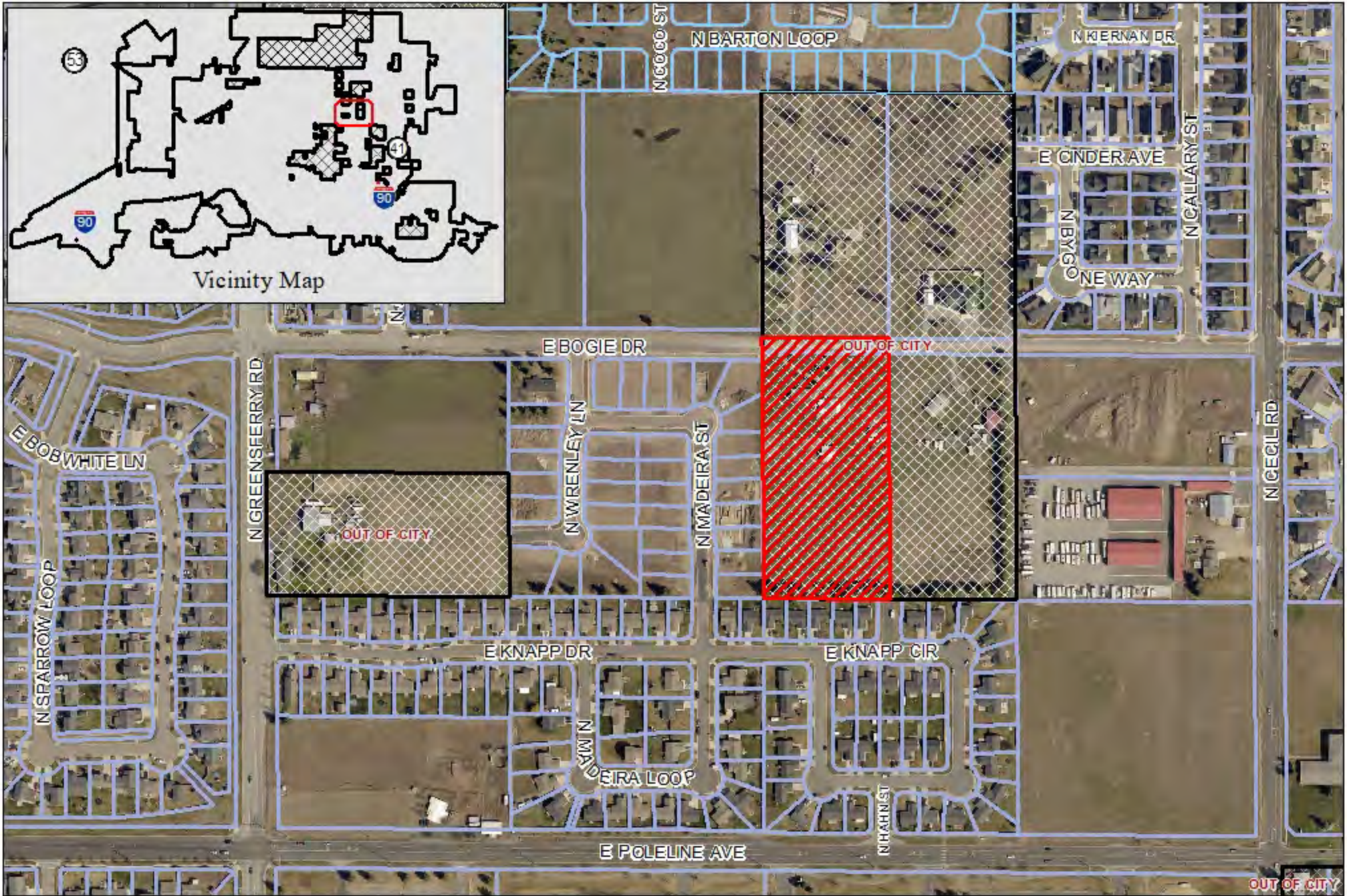
1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 0636025054AB  
 Tax Account #: 165857  
 2752 E Bogie Dr, Post Falls ID 83854

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.






Vicinity Map

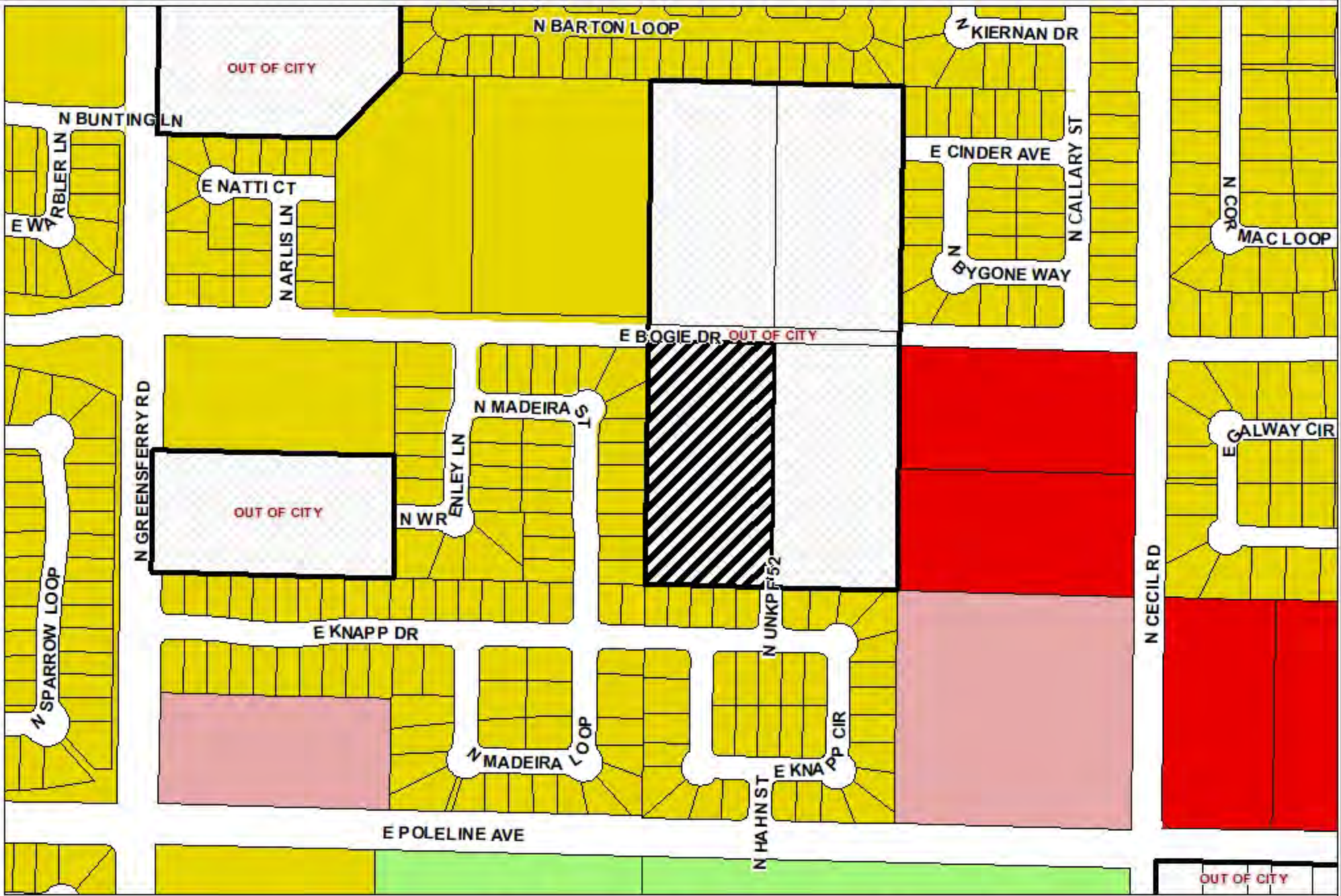


Vicinity Map  
 Millsap Landing Annexation  
 ANNX-22-16









-  Subject Site
-  City Boundary
-  Tax Parcels



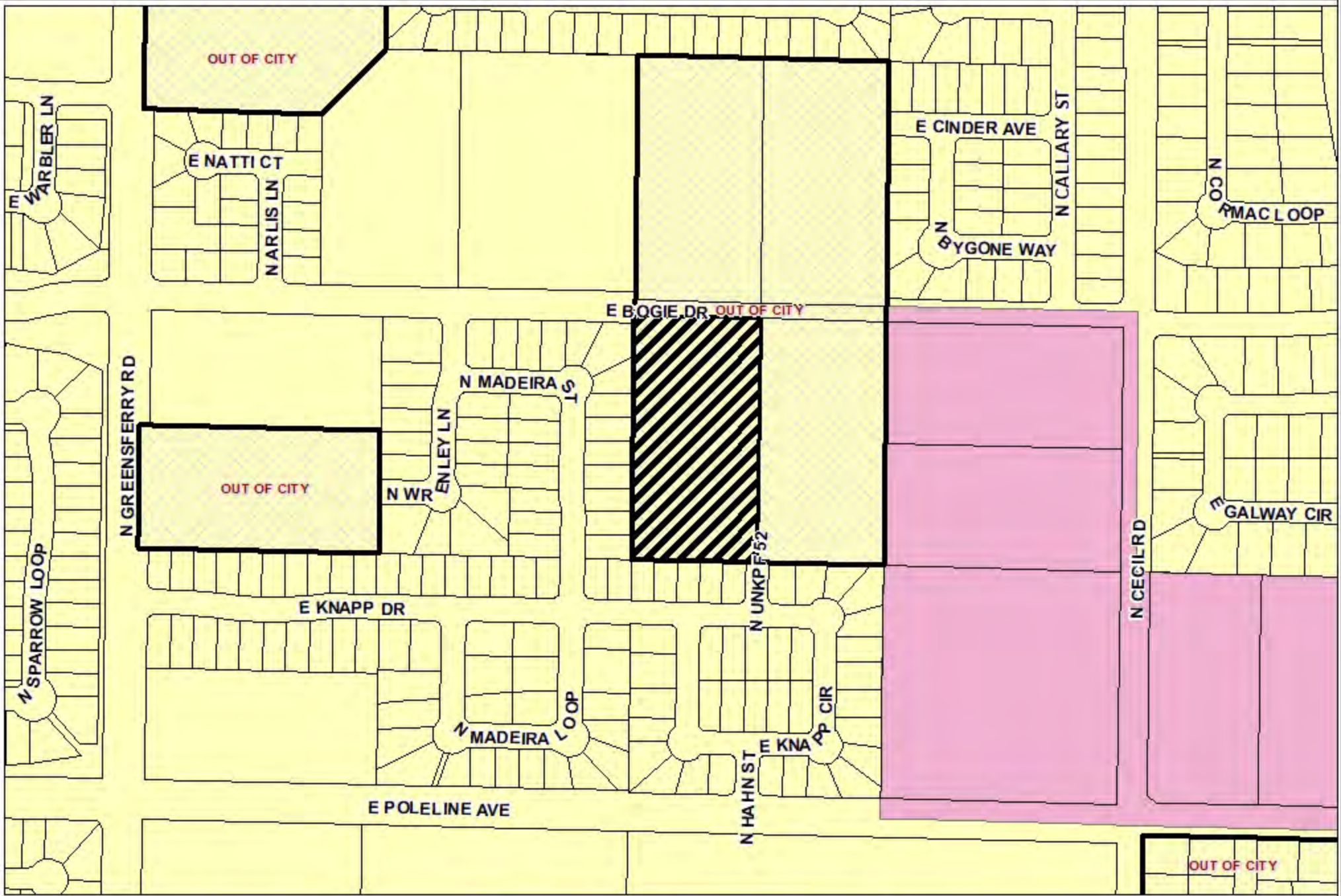


Zoning Map  
 MILLSAP LANDING  
 ANN-22-16



-  City Boundary
-  Subject Site
-  CCS
-  PR
-  LC
-  R-1





Future Land Use Map  
 MILLSAP LANDING  
 ANN-22-16



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



## Amber Blanchette

---

**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Monday, March 20, 2023 10:11 AM  
**To:** Amber Blanchette  
**Subject:** RE: Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD would request that the City of Post Falls Annex all the way across Bogie Dr to the Northern Right-of-Way line.

Regards,  
Jonie  
for Michael Lenz, Director of Highways

**From:** [contactus@postfallshd.com](mailto:contactus@postfallshd.com) <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)> On Behalf Of Amber Blanchette  
**Sent:** Friday, March 17, 2023 11:45 AM  
**To:** Ali Marienau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Andy Obermueller <[aobermueller@cdapress.com](mailto:aobermueller@cdapress.com)>;  
[audie.neuson@williams.com](mailto:audie.neuson@williams.com); Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Bill Melvin <[bmelvin@postfalls.gov](mailto:bmelvin@postfalls.gov)>; Bill  
Roberson <[william.roberson@itd.idaho.gov](mailto:william.roberson@itd.idaho.gov)>; Brittany Stottlemire <[brittany.stottlemire@avistacorp.com](mailto:brittany.stottlemire@avistacorp.com)>; CDA  
GARBAGE <[jennifer@cdagarbage.com](mailto:jennifer@cdagarbage.com)>; CDA Press <[BLITZ@cdapress.com](mailto:BLITZ@cdapress.com)>; Chad Polak <[Chad.M.Polak@p66.com](mailto:Chad.M.Polak@p66.com)>;  
Charles Lane <[Charles.Lane@charter.com](mailto:Charles.Lane@charter.com)>; CHARTER <[DLwest-pnw-construction@charter.com](mailto:DLwest-pnw-construction@charter.com)>; Chris Riedeman  
<[criedeman@kec.com](mailto:criedeman@kec.com)>; D1Permits <[d1permits@itd.idaho.gov](mailto:d1permits@itd.idaho.gov)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden  
<[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dana Marsh <[dana.marsh@tdstelecom.com](mailto:dana.marsh@tdstelecom.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David  
Fair <[dfair@postfalls.gov](mailto:dfair@postfalls.gov)>; David Sauer (ZiPLY) <[david.sauer@ziPLY.com](mailto:david.sauer@ziPLY.com)>; Dena Naccarato <[dnaccarato@273.com](mailto:dnaccarato@273.com)>;  
Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Dewey, Kristina <[kristina.a.dewey@usps.gov](mailto:kristina.a.dewey@usps.gov)>; Diane URA  
<[dianepfura@gmail.com](mailto:dianepfura@gmail.com)>; Dylan Owens <[dylan.owens@tdstelecom.com](mailto:dylan.owens@tdstelecom.com)>; Ellen Smith <[ellen.smith@itd.idaho.gov](mailto:ellen.smith@itd.idaho.gov)>;  
Erik Ketner <[eketner@phd1.idaho.gov](mailto:eketner@phd1.idaho.gov)>; Erin Butler <[ebutler@sd273.com](mailto:ebutler@sd273.com)>; Ethan Porter <[eporter@postfalls.gov](mailto:eporter@postfalls.gov)>; Field  
Herrington <[fherrington@postfalls.gov](mailto:fherrington@postfalls.gov)>; Greta Gissel <[greta@connectkootenai.org](mailto:greta@connectkootenai.org)>; Heidi <[heidig@inlander.com](mailto:heidig@inlander.com)>;  
Heidi Varney <[hvarney@postfallsidaho.org](mailto:hvarney@postfallsidaho.org)>; J Mcmillin <[jmcmillin@postfallspolice.com](mailto:jmcmillin@postfallspolice.com)>; Jacob Bell  
<[jacob.bell@tdstelecom.com](mailto:jacob.bell@tdstelecom.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jason Faulkner  
<[jfaulkner@postfallsidaho.org](mailto:jfaulkner@postfallsidaho.org)>; Jason Kimberling <[jason.kimberling@itd.idaho.gov](mailto:jason.kimberling@itd.idaho.gov)>; Jennifer Poindexter  
<[jcresci@postfallsidaho.org](mailto:jcresci@postfallsidaho.org)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; [jhofer@kec.com](mailto:jhofer@kec.com); JHolderman@KEC.com; Jodi  
Meyer <[jmeyer@postfallsidaho.org](mailto:jmeyer@postfallsidaho.org)>; John Beacham <[jbeacham@postfallsidaho.org](mailto:jbeacham@postfallsidaho.org)>; Jonathon Manley  
<[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Judah Lopez <[judah\\_lopez@tranacanaca.com](mailto:judah_lopez@tranacanaca.com)>; Justin Miller <[jmiller@postfallsidaho.org](mailto:jmiller@postfallsidaho.org)>;  
Keeler <[keeler.white@twcable.com](mailto:keeler.white@twcable.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kirk <[Kirk.Hobson@charter.com](mailto:Kirk.Hobson@charter.com)>;  
Kirk Hobson <[kirk.hobson@twcable.com](mailto:kirk.hobson@twcable.com)>; KMPO <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Kootenai Electric <[mblyton@kec.com](mailto:mblyton@kec.com)>;  
Kootenai Electric <[mnewcomer@kec.com](mailto:mnewcomer@kec.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie McEnroe  
<[kristie.mcenroe@deg.idaho.gov](mailto:kristie.mcenroe@deg.idaho.gov)>; Laura Jones <[ljones@postfalls.gov](mailto:ljones@postfalls.gov)>; [lauriep@kootenaifire.com](mailto:lauriep@kootenaifire.com); Lynn Sandsor,  
AECOM <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Martina <[martina@eastgreenacres.org](mailto:martina@eastgreenacres.org)>; Marvin Fenn  
<[marvin.fenn@itd.idaho.gov](mailto:marvin.fenn@itd.idaho.gov)>; Matthew Jones, BNSF <[matthew.jones@bnsf.com](mailto:matthew.jones@bnsf.com)>; Media <[media@postfallsidaho.org](mailto:media@postfallsidaho.org)>;  
Michael Allen <[MAllen@postfallspolice.com](mailto:MAllen@postfallspolice.com)>; Michael Thomas, P.E. <[mthomas@kec.com](mailto:mthomas@kec.com)>; Monica Miller  
<[momiller@quantatel.com](mailto:momiller@quantatel.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; Pat Knight <[pknight@postfallspolice.com](mailto:pknight@postfallspolice.com)>;  
PFHD <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>; PFPD <[admin@postfallspolice.com](mailto:admin@postfallspolice.com)>; Phillip Evander <[PEvander@kec.com](mailto:PEvander@kec.com)>; Post  
Falls Chamber <[pam@postfallschamber.com](mailto:pam@postfallschamber.com)>; Preston Hill <[phill@postfallsidaho.org](mailto:phill@postfallsidaho.org)>; Rob Palus  
<[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Rod CDA Garbage <[Rod@cdagarbage.com](mailto:Rod@cdagarbage.com)>; Ross Point  
Water <[rosspointwater@frontier.com](mailto:rosspointwater@frontier.com)>; Scott Davis <[sdavis@kec.com](mailto:sdavis@kec.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>;

Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stacy Simkins <[stacy.simkins@itd.idaho.gov](mailto:stacy.simkins@itd.idaho.gov)>; Stephanie Herman <[speugh@postfallsidaho.org](mailto:speugh@postfallsidaho.org)>; Steven Kjergaard <[skjergaard@kcgov.us](mailto:skjergaard@kcgov.us)>; Symone Legg <[symone.legg@itd.idaho.gov](mailto:symone.legg@itd.idaho.gov)>; Teresa Benner <[tbenner@postfalls.gov](mailto:tbenner@postfalls.gov)>; Thomas Gwin <[thomas.gwin@twcable.com](mailto:thomas.gwin@twcable.com)>; Tisha Gallop <[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Towry, Kristie <[kmtowry@bpa.gov](mailto:kmtowry@bpa.gov)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren M <[warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)>; Warren Wilson <[wwilson@postfallsidaho.org](mailto:wwilson@postfallsidaho.org)>; Wilson, Ron <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; James Steffensen <[james.steffensen@bannerbank.com](mailto:james.steffensen@bannerbank.com)>; Kevin Ward ([gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)) <[gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Nancy Hampe <[nancyradiantlake@gmail.com](mailto:nancyradiantlake@gmail.com)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Ross Schlotthauer <[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Vicky Jo Carey <[vjcarey@aol.com](mailto:vjcarey@aol.com)>

**Subject:** Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

Good morning,

Please see the attached notice to jurisdiction for the named annexation and subdivision for Planning and Zoning on April 11<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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The City of Post Falls has changed our domain to [POSTFALLS.GOV](http://POSTFALLS.GOV). Please adjust your contacts/links.

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## Amber Blanchette

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Thursday, March 23, 2023 10:35 AM  
**To:** Amber Blanchette  
**Subject:** FW: Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16  
**Attachments:** Millsap ANNX\_SUBD NTJ FORM.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

Based on the location of the project, there is no impact to the YPL ROW and we do not have any comments.

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, March 17, 2023 12:45 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@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>; D1Permits <d1permits@itd.idaho.gov>; 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>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.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 <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <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>; 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>; Symone Legg <symone.legg@itd.idaho.gov>; 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>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

**Subject:** [EXTERNAL]Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

**This Message Is From an External Sender**

This message came from outside your organization.

Report Suspicious

Good morning,

Please see the attached notice to jurisdiction for the named annexation and subdivision for Planning and Zoning on April 11<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...*

---

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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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.

# 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

April 3, 2023

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

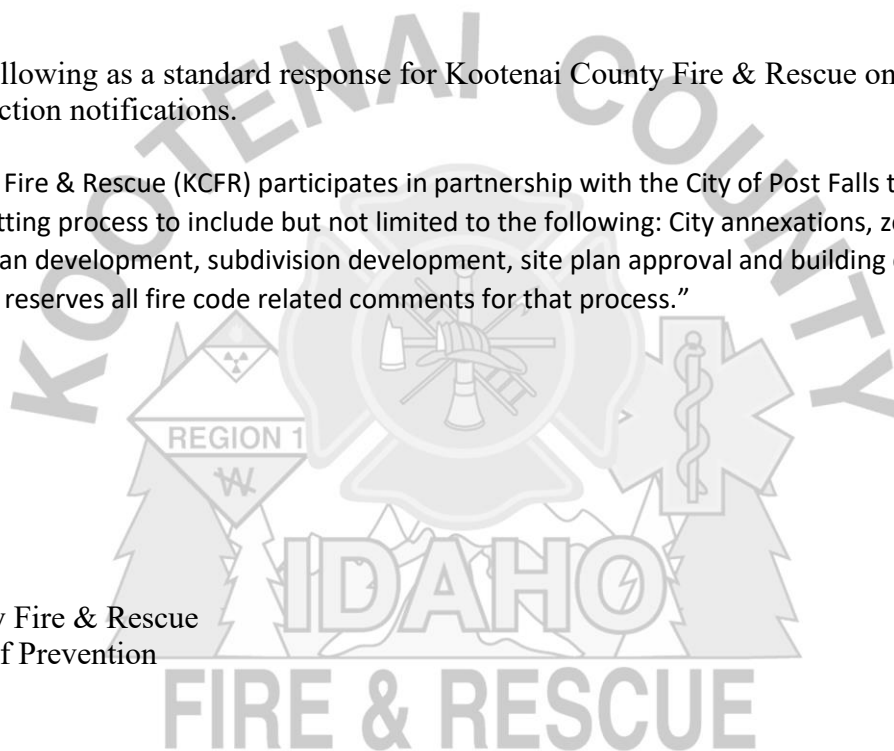
Amber,

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





# 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

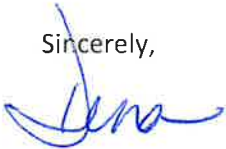
***Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.***

Exhibit PA-4

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

# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Millsap Landing Annexation

(File No. ANN-22-16)

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 **Wild Horse Investments, LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 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 Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Millsap Landing. A copy of the approved Reasoned Decision for the Millsap Landing subdivision is attached hereto as Exhibit "B"; and

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement 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 Bogie Drive, east of Greensferry Road and west of Cecil Road and is more particularly described in Exhibit “A”.

## ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (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.
- 2.5. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as

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

### 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 impair 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 Bogie Drive 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 Bogie Drive for a half width right of way width of 40 feet measured from the existing right-of-way centerline of Bogie Drive.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

#### ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual



burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

#### ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from 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.
- 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. 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.
- 6.12. 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.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

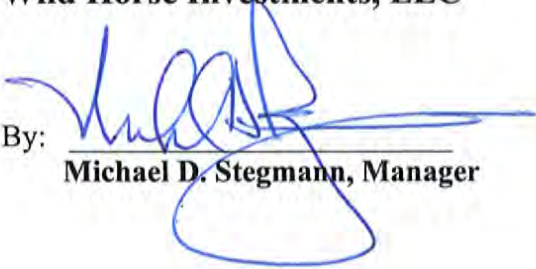
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

*[Signature Page Follows]*

City Of Post Falls

Wild Horse Investments, LLC

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

By:   
Michael D. Stegmann, Manager

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

**ACKNOWLEDGEMENTS**

State of Idaho )  
 : ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)

State of Idaho )  
 : ss  
County of Kootenai )

This instrument was acknowledged before me on 04/24/2023 by **Michael D. Stegman** as the **Manager of Wild Horse Investments, LLC**, on behalf of whom the instrument was executed.



  
Signature of notary public

(Stamp above)

MILLSAP LANDING ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the South Quarter Corner of said Section 25 from which the Center Quarter Corner of said Section 25 bears North 00°41'24" East a distance of 2645.58 feet;

Thence along the East line of the Southwest 1/4 of said Section 25, North 00°41'24" East a distance of 661.36 feet;

Thence leaving said East line, North 88°35'14" West a distance of 993.22 feet to the Southeast corner of the west half of Tract 54, Block 25 of the plat of Post Falls Irrigated Tracts as recorded in Book C, Pages 78-80, Records of Kootenai County, Idaho, and the point of beginning of this description;

Thence along said South line of the west half of said Tract 54 North 88°35'14" West a distance of 331.17 feet to the Southwest corner of said Tract 54;

Thence along said West line of the west half of said Tract 54 and the extension thereof North 00°42'38" East a distance of 681.87 feet to a point on the north line of the Right of Way of Bogie Drive;

Thence along said North Right of Way line of Bogie Drive South 88°34'01" East a distance of 331.05 feet;

Thence along said East line of the West half of said Tract 54 and the Northerly extension thereof South 00°42'02" West a distance of 681.75 feet to the Southeast corner of the West half of said Tract 54 and the point of beginning of this description.

# ANNEXATION EXHIBIT





LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

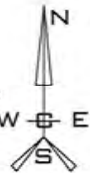
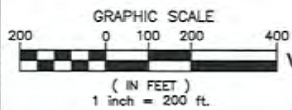
## LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

## LEGEND

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



# WCE

WHIPPLE CONSULTING ENGINEERS  
21 S. PINES ROAD  
SPOKANE VALLEY, WA 99206  
PH: 509-893-2517 FAX: 509-925-0227

PROJ #: 22-3384

DATE: 12/19/2022

DRAFTED BY: RK/WAL

REVIEWED BY: RK

CIVIL  
STRUCTURAL  
 SURVEYING  
TRAFFIC  
PLANNING  
LANDSCAPE  
OTHER

**MILLSAP LANDING  
SUBDIVISION**  
**ANNEXATION EXHIBIT**

SHEET  
1 OF 1

JOB NUMBER  
22-3384

**Steffensen** – Further north, there is going to be twin homes and apartments, correct?  
**Terzulli** – We brought that one to you about 2-3 years ago, it was these odd shapes that were left over after Woodbridge Subdivision was built. They just sat there with no commercial users and a couple of local developers thought it would be a good opportunity to get a different product onto the market.

**Testimony**

**In Favor: None**

**Neutral: None**

**In Opposition: None**

**Comments:**

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

**Hampe** – The city said they did correct.

**Steffensen** – With Woodbridge right there, it would be fairly easy to connect to and the sewer as well.

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

**\*Commission agrees\***

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

**\*Commission agrees\***

**Steffensen** – their proposal should help with the parking, with 2 car garages, widening the road shouldn't be an issue.

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

**\*Commission agrees\***

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

**Hampe** – Meets the twin home standards.

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

**Hampe** – Impact fees will be assessed and added at time of the building permits.

Motion to approve finding meets approval criteria found in the PFMC as outlined in our deliberations and subject to conditions 1-10 as contained in the staff report. Direct staff to prepare a written Reasoned Decision.

2<sup>nd</sup> by: Ward

Vote: Walton – Yes; Steffensen – Yes; Ward – Yes; Hampe - Yes

Moved

- C. **Zoning Recommendation & Approve/Deny Millsap Landing Annexation & Subdivision**  
File No(s). ANNX-22-16/SUBD-22-16 – Laura Jones, Associate Planner, to present a

request for recommendation to City Council for a zoning designation of Single-Family Residential (R1) and to either approve or deny subdividing the approximate 4.88-acres into 18 Single Family (R1) lots. There is a condition in the staff report that needs revised, condition 9, all new subdivision roads would need to be maintained by the HOA and that should be stricken, and it should just be Bogie Drive to be maintained by the HOA. The requested actions are to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately five (5) acres as part of an annexation request into the City of Post Falls. Also, an approval to subdivide approximately five (5) acres into 18 lots contingent on the Planning and Zoning Commissions recommendation of this zoning designation and annexation approval from City Council. It is located south of E. Bogie Drive and between N. Greensferry and N. Cecil Road. The current land use is a large lot single-family residence and is over the Rathdrum Prairie Aquifer. The water will be provided by Ross Point Water District and the wastewater provider is the City of Post Falls. Kootenai County property is to the north and east with R1 to the south and west (Knapp Addition and Wrenley Estates).

**Zone Change Review Criteria:**

- This area is shown as Low Density Residential on the Future Land Use Map. This category encompasses all types of single-family uses up to eight dwelling units per acre. This area is the 41 North Focus Area, residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue.
- Goals and Policies are to keep Post Falls neighborhoods safe, vital, and attractive; maintain and improve Post Falls transportation network on pace and in concert with need and plan objectives. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. To protect and maintain Post Falls' natural resources including clean air, soil, rivers, aquifer, and minimizing light and noise pollution citywide. Also, to involve the community of Post Falls in all local government planning and decision-making. Supporting the land use patterns; apply or revise zoning designations with careful consideration of factors including Future Land use mapping; compatibility with surrounding land uses, infrastructure and service plans and existing and future traffic patterns. The infrastructure and service plans; City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site and water will be provided by Ross Point Water District – will serve letter has been provided. The property is adjacent to Bogie Drive, classified as a Minor Collector; dedications of rights-of-way and easement will be required to obtain an 80-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. A local roadway connection will allow local circulation thru the Knapp Subdivision (south) to Poleline Ave. To encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits. Encourage annexation of county "islands" within the city, with priority given to areas: surrounded by incorporated areas have readily available service infrastructure and capacity and that support increased development intensity near the urban core. Also includes policies 15, 24, 27,33, and 45.
- It is over the Rathdrum Prairie Aquifer.
- Not applicable
- This request is outside the high intensity urban activity areas.
- Not applicable.



They are proposing 18 single-family residential lots there's a north-south connection of Neptune Dr. king of going down the center with an extension of Han St. to the south through the Knapp Subdivision. E. Bogie Dr. will have the frontage improvements constructed with this project.

Subdivision Review Criteria:

- Water will be provided by Ross Point Water District and a will serve letter has been provided.
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan.
- The subdivision should not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.
- The site is located over the Rathdrum Prairie Aquifer and there are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent on annexation approval from City Council. The subdivision and proposed lots conform to the requirements of Title 17 and Title 18.
- Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, and water reclamations facilities.

All other agencies have been notified with the Post Falls Highway District requesting that the city annex across Bogie Dr. to the northern right-of-way line. Yellowstone Pipeline stating there is no impact the YPL ROW. Kootenai County Fire and Rescue reserve the comments for the permitting process and Post Falls School District is neutral.

**Hampe** – You mention Condition 9, so it should now read – The homeowners association HOA shall be formed to maintain the common right of way frontage along Bogie Dr. and all new subdivision roads including on landscaping irrigation and removal of snow from sidewalks and trails. Are we just taking out "all new subdivision roads."

**Jones** – I believe it is and all new subdivision roads, that we would strike.

**Steffensen** – Bogie Dr., which isn't finished right.

**Jones** – The improvements stop at Wrenley Estates, and unimproved moving east from there.

**Steffensen** – So, they would be required to do that part.

**Jones** – The recommendation from the Highway District is to go from the north right of way line, for frontage improvements, it is half right of way plus 10', correct Palus?

**Palus** – Yes.

**Applicant, Ryan Andrade, Civil Engineer, Whipple Consulting Engineers** – We have no objection the approval requirements even to condition 9. Future land use shows low-density residential, which is what we are going for. Surrounding zoning is the R1 beside the CCS and LC directly to the east. This request complies with the City's transportation and sewer master plans and the R1 is supported by the Comprehensive Plan as described in the narrative. This property is approximately 1.2 mile from the higher intensity Highway 41 corridor. Neptune Dr. is a north/south roadway that connects to Hahn St to the south and Bogie Dr. is north of the property. The proposed subdivision is within the boundaries of the Ross Point Water District and the will serve letter indicates they have the ability and capacity to serve this site. City of Post Falls can support the sewer service to this project. Right of way will be dedicated for Bogie Dr. to City standards and provisions have been

made to adequately provide connectivity to adjacent properties. There are no known hazards or topographical conditions that are incompatible with the proposed use and the proposed subdivision meets all of the requirements of the R1 zoning.

**Testimony**

**In Favor: None**

**Neutral: None**

**In Opposition: None**

**Comments**

**Zone Change Review Criteria:**

1. Consistent with Future Land Use Map.  
**\*Commission agrees\***
2. Consistent with the Goals and Policies Found in the Comprehensive Plan.  
**Hampe** – I think it is, there are no issues with this.  
**Ward** – Agreed.  
**Steffensen** – There is going to be another north south road, so transportation will improve.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.  
**Hampe** – Bogie is a minor collector, which works.  
**Steffensen** – Future Land Use is low-density.  
**Ward** – It is all low-density out there.
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.  
**Hampe** – It's away from Highway 41.
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\***

**Hampe** – This request makes sense, it is infill and surrounded by R1, I don't see how we could get a better fit than this.

**Steffensen** – It's infill.

**Ward** – There is only 3 lots left out there.

Motion to recommend approval to City Council finding the requested zoning meets the approval criteria found in the PFMC as outlined in our deliberations. Direct staff to prepare a zoning recommendation of R1. Hampe

2<sup>nd</sup> by: Walton

Vote: Ward – Yes; Hampe – Yes; Steffensen – Yes; Walton - Yes

Moved

**Subdivision Review Criteria:**

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.  
**Ward** – That is clear.  
**Steffensen** – There is a will serve letter.
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.  
**\*Commission agrees\***
3. Proposed streets are consistent with the transportation element of the comprehensive plan.  
**\*Commission agrees\***
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.  
**\*Commission- no known conditions\***
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.  
**\*Commission agrees – it is R1\***
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.  
**\*Commission – was outlined in the staff report for the developer to pay at building permit\*.**

Motion to approve finding it meets the approval criteria found in the PFMC as outlined in our deliberations. Subject to conditions 1-10 with a change to condition #9 to read, A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Dr., including all landscaping, irrigation, and removal of snow from sidewalks and trails. Directing staff to prepare a reasoned decision. Hampe

2<sup>nd</sup> by: Ward

Vote: Steffensen – Yes; Walton – Yes; Ward – Yes; Hampe - Yes

Moved

- ~~D. **Recommendation** Comprehensive Plan Amendment File No. CPA-23-1 – Jon Manley, Planning Manager, to present a recommendation to City Council in adding additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Requested action is to review and recommend approval of the requested amendments to the Comprehensive Plan. The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Adding clarity to the Transitional areas, the purpose is - guidance can be located within the associated Focused Area. The additional language is – The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas. The ACI references a portion that's dedicated out on the Prairie and is to be served by the City of Post Falls. There is a part within that tier that is unknown jurisdictionally to the north, somewhere between Hayden and Wyoming there~~

**Millsap Landing Annexation  
File No. ANN-22-16**

**Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

APPLICANT: Whipple Engineering

LOCATION: Generally located south of E. Bogie Drive, between N. Greensferry Rd and N. Cecil Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.88 acres, As depicted in A-2.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFHD Comments
10. PA-2 YPL Comments
11. PA-3 KCFR Comments
12. PA-4 DEQ Comments
13. PZ Staff Report
14. Testimony at the April 11, 2023, Planning and Zoning Commission ("Commission") public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

**Laura Jones, Associate Planner**

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of Single-Family Residential (R1) on approximately 4.88-acres upon the annexation into the city of Post Falls. She illustrated that subject property is located south of E. Bogie Dr., between N. Greensferry Rd. and N. Cecil Rd.

Ms. Jones testified that the current land use is developed with a large lot residential use, and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that water will be provided by Ross Point Water District and the city of Post Falls will supply the wastewater service.

Ms. Jones testified about the surrounding uses, explaining that to the north and east of the property is large lot residential in Kootenai County and to the south and west and there are other R1 Subdivisions in the city.

Ms. Jones said that the Future Land Use Map designates the area as Low-density residential. She submitted that the designation encompasses all types of single-family residential uses up to eight dwelling units per acre. Implementing zoning districts are R-1-S, R1, R2, RM, SC3, and Per Focus Area. She expounded that the Focus Area is the 41 North Focus Area – which promotes residential development in this area.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals five, six, seven, eight, and fourteen to possibly be relevant and applicable goals. She testified that policies one, two, eight, nine, fifteen, twenty-four, twenty-seven, thirty-three, and forty-five, as well as any others listed in the staff report, may appropriate for consideration by the Commission.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She explained that the property is next to Bogie Drive which is classified as a minor collector roadway; rights-of-way and easements conforming to the City's standards will be required along with a 10-foot sidewalk, drainage and utility easement. She noted that the local roadway connection will allow local circulation thru the Knapp Subdivision to the south to Poleline Ave.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that this is not applicable as the proposal does not deal with commercial or high-density residential.

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 stated that this is lower density residential and is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

Ms. Jones testified that the last criteria is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. She testified that this is not an applicable criterion as the request is not for industrial zoning, nor is any industrial zoning in the area.

#### **Ryan Andrade, Whipple Consulting Engineers Applicant**

Mr. Andrade testified that future land use shows low-density residential, which is what we are going for. He explained that the surrounding zoning is the R1 beside the CCS and LC directly to the east. He stated that this request complies with the City's transportation and sewer master plans and the R1 is supported by the Comprehensive Plan as described in the narrative. He illustrated that this property is approximately 1.2 mile from the higher intensity Highway 41 corridor and Neptune Dr. is a north/south roadway that connects to Hahn St to the south and Bogie Dr. is north of the property.

#### **Public Testimony:**

The hearing was opened for public testimony, none was received.

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

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

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

The applicant has requested initial zoning of Single-family Residential (R1) on approximately 4.88 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Low Density Residential within the 41 North focus area.

The Commission finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation 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.

This proposal keeps with the character and unhurried pace of Post Falls neighborhoods and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types.

**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 supporting the flow of people and materials. This proposal will supply improvements to the existing 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.

This proposal supports an allocation of land use types to support the community needs and foster the City's long-term sustainability by growing the local economy.

**Policies:**

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service;

This proposal, through the assessment of impact fees and improvements, will assist in maintaining, enhancing, or mitigating the impact to community levels of service.

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

Annexing Kootenai County "islands" into the City helps the fiscal health of the community through its tax base by incorporating more of the "islands" into the City.

- Maintain and enhance resident quality of life;

This proposal assists in maintaining and enhancing opportunities for a work, live, play environment, promoting neighborhoods with nearby amenities and therefore increases

the quality of life for the residents of Post Falls.

- Promote compatible, well-designed development;

This proposal promotes a well-designed development pattern that is compatible with surrounding uses.

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

This proposal advances and promotes development and improvements consistent with the comprehensive plan as well as the transportation, sewer, and water master plans. Transportation impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacies would be identified and addressed or have a plan on how to be addressed to follow the relevant master planning at the time of 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 of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would be compatible with the surrounding uses as they are all primarily residential in nature.

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's western boundary, in Bogie Drive, to the property's eastern boundary. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water is serviced by the Ross Point Water District.

- Existing and future traffic patterns;

The property is adjacent to Bogie Drive, a classified Minor Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Bogie Drive – Minor Collector Arterial: 80-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The ½ right-of-way width will be measured from the existing center of rights-of-way for Bogie Drive.

Future traffic patterns to/from this site are benefitted from the connectivity of Bogie Drive to Greensferry Road and Cecil Road. A local roadway connection will also be completed in conjunction with development of the adjoining property (to the east) that will allow local circulation thru the Knapp Subdivision (south) to Poleline Avenue.

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

The Commission finds that this site is currently undeveloped and under-utilized.

**Policy 9:** Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas;

The subject property is adjacent to incorporated areas on both the west and south sides.

- That have readily available service infrastructure and capacity;

Ross Point Water is currently located along the property's frontage of Bogie Drive. Sanitary sewer is stubbed to the property's western boundary. Bogie Drive is paved west of the site and a short section (330') of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- That support increased development intensity near the urban core.

The site is located near the urban core and is approximately  $\frac{3}{4}$  of a mile from Highway 41 and  $1\frac{1}{4}$  mile from Mullan Ave.

**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.

The proposed single-family residential (R-1) zoning designation would allow for future subdivision and additional single-family homes within the urban core thereby providing for future housing needs of the area.

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

Additional rights-of-way along E. Bogie Drive will be dedicated as part of the annexation agreement.

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

Existing multi-use paths and sidewalks will be extended along E. Bogie Drive and Hahn Street as part of the development of this site.

**Policy 45:** Guide annexation decisions guided by and considering:

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



The master water, sewer, and transportation plans have been reviewed in the annexation staff report. Schools and emergency services were on notice of this annexation and are given a chance to comment.

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

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

- Studies that evaluate environmental and public service factors;

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

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

At time of annexation the property owner relinquishes any water rights associated with the property to the City.

**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 Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.

**Water and Sanitary Sewer:**

The Commission finds:

**Water:** Water service is provided by the Ross Point Water District.

**Sanitary Sewer:** Sanitary Sewer currently exists at the property's western boundary line in Bogie Drive. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The 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.

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

The Commission finds that the proposed residential use is compatible with other existing residential uses in the area.

**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 and R1 is an implementing zoning district.

**Geographic/Natural Features:**

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

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

The Commission finds this criterion inapplicable to the request.

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

The Commission finds the request is located outside an intense urban activity area. The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

The Commission finds this criterion inapplicable to the request.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ANNX-22-16, 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 passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single Family Residential (R1) zoning on approximately 4.88 acres upon successful annexation of the property.

5/17/23  
\_\_\_\_\_  
Date

*Amber Blumelotte*  
\_\_\_\_\_  
Attest

*James [Signature]*  
\_\_\_\_\_  
Chairman

#### NOTICE OF RIGHTS:

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

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

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

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

## Amber Blanchette

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**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Tuesday, May 16, 2023 7:15 AM  
**To:** Amber Blanchette  
**Subject:** RE: Millsap Annexation File No. ANNX-22-16

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD's would request that the annexation goes across Bogie Dr to the Northern Right-of-Way line

Regards,  
Jonie

**From:** [contactus@postfallshd.com](mailto:contactus@postfallshd.com) <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)> **On Behalf Of** Amber Blanchette

**Sent:** Friday, May 12, 2023 11:48 AM

**To:** Ali Marienau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Andy Obermueller <[aobermueller@cdapress.com](mailto:aobermueller@cdapress.com)>;  
[audie.neuson@williams.com](mailto:audie.neuson@williams.com); Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Bill Melvin <[bmelvin@postfalls.gov](mailto:bmelvin@postfalls.gov)>; Bill Roberson <[william.roberson@itd.idaho.gov](mailto:william.roberson@itd.idaho.gov)>; Brittany Stottlemire <[brittany.stottlemire@avistacorp.com](mailto:brittany.stottlemire@avistacorp.com)>; CDA GARBAGE <[jennifer@cdagarbage.com](mailto:jennifer@cdagarbage.com)>; CDA Press <[BBLITZ@cdapress.com](mailto:BBLITZ@cdapress.com)>; Chad Polak <[Chad.M.Polak@p66.com](mailto:Chad.M.Polak@p66.com)>; Charles Lane <[Charles.Lane@charter.com](mailto:Charles.Lane@charter.com)>; CHARTER <[DLwest-pnw-construction@charter.com](mailto:DLwest-pnw-construction@charter.com)>; Chris Riedeman <[criedeman@kec.com](mailto:criedeman@kec.com)>; D1Permits <[d1permits@itd.idaho.gov](mailto:d1permits@itd.idaho.gov)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dana Marsh <[dana.marsh@tdstelecom.com](mailto:dana.marsh@tdstelecom.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David Fair <[dfair@postfalls.gov](mailto:dfair@postfalls.gov)>; David Sauer (Zipty) <[david.sauer@zipty.com](mailto:david.sauer@zipty.com)>; Dena Naccarato <[dnaccarato@273.com](mailto:dnaccarato@273.com)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Dewey, Kristina <[kristina.a.dewey@usps.gov](mailto:kristina.a.dewey@usps.gov)>; Diane URA <[dianepfura@gmail.com](mailto:dianepfura@gmail.com)>; Dylan Owens <[dylan.owens@tdstelecom.com](mailto:dylan.owens@tdstelecom.com)>; Ellen Smith <[ellen.smith@itd.idaho.gov](mailto:ellen.smith@itd.idaho.gov)>; Erik Ketner <[eketner@phd1.idaho.gov](mailto:eketner@phd1.idaho.gov)>; Erin Butler <[ebutler@sd273.com](mailto:ebutler@sd273.com)>; Ethan Porter <[eporter@postfalls.gov](mailto:eporter@postfalls.gov)>; Field Herrington <[fherrington@postfalls.gov](mailto:fherrington@postfalls.gov)>; Greta Gissel <[greta@connectkootenai.org](mailto:greta@connectkootenai.org)>; Heidi <[heidig@inlander.com](mailto:heidig@inlander.com)>; Heidi Varney <[hvarney@postfallsidaho.org](mailto:hvarney@postfallsidaho.org)>; J Mcmillin <[jmcmillin@postfallspolice.com](mailto:jmcmillin@postfallspolice.com)>; Jacob Bell <[jacob.bell@tdstelecom.com](mailto:jacob.bell@tdstelecom.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jason Faulkner <[jfaulkner@postfallsidaho.org](mailto:jfaulkner@postfallsidaho.org)>; Jason Kimberling <[jason.kimberling@itd.idaho.gov](mailto:jason.kimberling@itd.idaho.gov)>; Jennifer Poindexter <[jcresci@postfallsidaho.org](mailto:jcresci@postfallsidaho.org)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <[jmeyer@postfallsidaho.org](mailto:jmeyer@postfallsidaho.org)>; John Beacham <[jbeacham@postfallsidaho.org](mailto:jbeacham@postfallsidaho.org)>; Jonathon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Judah Lopez <[judah\\_lopez@tranacanaca.com](mailto:judah_lopez@tranacanaca.com)>; Justin Miller <[jmiller@postfallsidaho.org](mailto:jmiller@postfallsidaho.org)>; Keeler <[keeler.white@twcable.com](mailto:keeler.white@twcable.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kirk <[Kirk.Hobson@charter.com](mailto:Kirk.Hobson@charter.com)>; Kirk Hobson <[kirk.hobson@twcable.com](mailto:kirk.hobson@twcable.com)>; KMPO <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Kootenai Electric <[mblyton@kec.com](mailto:mblyton@kec.com)>; Kootenai Electric <[mnewcomer@kec.com](mailto:mnewcomer@kec.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie McEnroe <[kristie.mcenroe@deq.idaho.gov](mailto:kristie.mcenroe@deq.idaho.gov)>; Laura Jones <[ljones@postfallsidaho.org](mailto:ljones@postfallsidaho.org)>; [lauriep@kootenaifire.com](mailto:lauriep@kootenaifire.com); Lynn Sandsor, AECOM <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Martina <[martina@eastgreenacres.org](mailto:martina@eastgreenacres.org)>; Marvin Fenn <[marvin.fenn@itd.idaho.gov](mailto:marvin.fenn@itd.idaho.gov)>; Matthew Jones, BNSF <[matthew.jones@bnsf.com](mailto:matthew.jones@bnsf.com)>; Media <[media@postfallsidaho.org](mailto:media@postfallsidaho.org)>; Michael Allen <[MAllen@postfallspolice.com](mailto:MAllen@postfallspolice.com)>; Michael Thomas, P.E. <[mthomas@kec.com](mailto:mthomas@kec.com)>; Monica Miller <[momiller@quantatelcom.com](mailto:momiller@quantatelcom.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; PFHD <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>; PFPD <[admin@postfallspolice.com](mailto:admin@postfallspolice.com)>; Phillip Evander <[PEvander@kec.com](mailto:PEvander@kec.com)>; Post Falls Chamber <[pam@postfallschamber.com](mailto:pam@postfallschamber.com)>; Preston Hill <[phill@postfallsidaho.org](mailto:phill@postfallsidaho.org)>; Rob Palus <[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Rod CDA Garbage <[Rod@cdagarbage.com](mailto:Rod@cdagarbage.com)>; Ross Point Water <[rosspointwater@frontier.com](mailto:rosspointwater@frontier.com)>; Ryan Goff <[ryan.goff@tdstelecom.com](mailto:ryan.goff@tdstelecom.com)>; Scott Davis <[sdavis@kec.com](mailto:sdavis@kec.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>; Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stacy Simkins <[stacy.simkins@itd.idaho.gov](mailto:stacy.simkins@itd.idaho.gov)>; Stephanie Herman

<[speugh@postfallsidaho.org](mailto:speugh@postfallsidaho.org)>; Steven Kjergaard <[skjergaard@kcgov.us](mailto:skjergaard@kcgov.us)>; Symone Legg <[symone.legg@itd.idaho.gov](mailto:symone.legg@itd.idaho.gov)>;  
Teresa Benner <[tbenner@postfalls.gov](mailto:tbenner@postfalls.gov)>; Thomas Gwin <[thomas.gwin@twcable.com](mailto:thomas.gwin@twcable.com)>; Tisha Gallop  
<[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Towry, Kristie <[kmtowry@bpa.gov](mailto:kmtowry@bpa.gov)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren M  
<[warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)>; Warren Wilson <[wwilson@postfallsidaho.org](mailto:wwilson@postfallsidaho.org)>; Wilson, Ron <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>;  
James Steffensen <[james.steffensen@bannerbank.com](mailto:james.steffensen@bannerbank.com)>; Kevin Ward ([gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com))  
<[gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Nancy Hampe  
<[nancyradiantlake@gmail.com](mailto:nancyradiantlake@gmail.com)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Ross Schlotthauer  
<[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Vicky Jo Carey <[vjcarey@aol.com](mailto:vjcarey@aol.com)>

**Subject:** Millsap Annexation File No. ANNX-22-16

Good morning,

Attached is the notice to jurisdiction for the named annexation; for the Council Meeting on June 6<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

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**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Tuesday, May 30, 2023 11:13 AM  
**To:** Amber Blanchette  
**Subject:** RE: Millsap Annexation File No. ANNX-22-16

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

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

Thank you,  
Kristie

### Kristie May | Admin Assistant II

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](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@postfalls.gov>  
**Sent:** Friday, May 12, 2023 11:48 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; 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>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.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 <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@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@postfalls.gov>; 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>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.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>; Symone Legg <symone.legg@itd.idaho.gov>; 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>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

**Subject:** Millsap Annexation File No. ANNX-22-16

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

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Good morning,

Attached is the notice to jurisdiction for the named annexation; for the Council Meeting on June 6<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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The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

## Amber Blanchette

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**From:** Sarah Orme <sarah\_orme@yahoo.com>  
**Sent:** Thursday, May 25, 2023 1:08 PM  
**To:** Public Hearing Notice  
**Subject:** Millsap Landing 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.

City of Post Falls Planning Division  
408 Spokane St  
Post Falls, ID 83854

Dear Director and members of Community Development as well as City Council Members,

Thank you for looking into this annexation of Millsap Landing, ANNX-22-16. I live with my husband and 3 children just down the street from the parcel under consideration, and have found that it is hard to find an adequate space for the neighborhood kids to play in this general area. Sports like baseball and soccer are being played in the street, because there aren't any spaces large enough to accommodate such activities in or around our subdivision. (I am aware we have 2 parks fairly close by, however both Tullamore and Syringa parks require children to cross busy streets with heavy traffic.) With the addition of more housing currently underway in our backyard, I can only presume that the problem will get exponentially worse in coming months. For this reason I am writing to ask that the piece of property being considered by the city, or as it stands the county, be used for the betterment of this Post Falls community and more especially for our children. Any sort of park, or simply open field area for them to play in would be life changing. Please consider granting our children a safe place to play close to home.

Thank you for your time and consideration.

Sarah Ellsworth  
2830 N Arlis Ln  
Post Falls, ID 83854



Dear City of Post Falls Planning Division  
408 Spokane ST  
Post Falls, Idaho 83854

Dear Director and members of Community Development as well as City Council Members.

Thank you for reading considering this neighborhood comment and perceived need pertaining to the annexation of the Millsap Landing, ANNX-22-16.

Those of us who live in homes in the surrounding neighborhoods between Poleline AVE and Boggie DR and North of Boogie DR, and from Greens Ferry RD to N Cecil RD, realize that there is not a good place to serve as an adequate playground for children nor for a community recreation area. As fast paced building developments proceed, traffic is increasing, yet safe places to ride bikes, play games, skate board, roller blade, take walks, throw a Frisbee, play softball, or volleyball have decreased. As more families move in, the need only grows. The lots of the homes are too small for most of these activities forcing children out in to the street or even into a neighbors' property.

We would like to suggest that this piece of property be considered by the city, or as it stands the county, as a perfect centrally located space to use for the betterment of this Post Falls community.

We sincerely thank Amber Blanchette, and all persons involved in City Planning.

Frances Parker  
name

2581 Knapp Dr  
address

Post Falls Id 83854

I would like to include an additional this comment to the initial letter.

It is apparent the fast paced building is not allowing for great neighborhood planning. Most cities realize the value of good places, parks and playgrounds, and incorporate them into developing communities. Neighborhoods with these spaces are stronger when children and families are connecting in activities. Children with nothing to do, no place to go, and time on their hands is bound to lead to mischief and trouble. Then the neighborhood runs down, and people move out if they can.

I agree that using the lot mentioned for a park/play ground here would be a great asset and a great expenditure of taxpayers money. I agree that now is when to consider and act accordingly before any structures are built. When all the land is built and that seems soon, then there will be no parks or opportunity to reconsider the need.

The builders are seemingly finding ways to avoid responsibility as we see one house after another, in segment after another built with out such spaces. Therefore, we would like to see the council and the city developers who are our officials and are are in positions to control the overall growth, be encouraged to take necessary steps to insure the best for the taxpayers and the citizens.

We are grateful that you representing us in this matter.

Respectfully,  
F. Parker  
5/24/23

City of Post Falls  
408 Spokane St.  
Post Falls ID. 83854

5/24/2023

Dear Director and members of Community Development as well as City Council Members

Thank you for reading and considering this neighborhood comment and perceived need pertaining to the annexation for the Millsap Landing, ANN-22-16.

Those of us who live in homes in the surrounding neighborhoods between Poleline Ave., Bogie Dr., Greensferry Rd. and Cecil Rd. do not have access to a park for our children. We currently have 25 to 30 children and the closest park in Tullamore Park (.6 mile) and Syringa Park (1.3 mile), and to get to these parks our young children would have to cross Cecil Rd. or Greensferry (both busy roads). This is just considering Wrenley estates, there are many others that would benefit from this Millsap Landing project to instead become a park and common area for us to enjoy. As building developments proceed, traffic is increasing, yet safe places to ride bikes, play games, skateboard, roller blade, take walks, throw frisbee, play softball, or volleyball have decreased. As more families move in, the need only grows. The lots of the homes are too small for most of these activities forcing children out into the street or even into a neighbor's property.

We would like to suggest that this piece of property be considered by the city, or as it stands the county, as a perfect centrally located space to use for the betterment of the Post Falls Community.

We sincerely thank Amber Blanchette, and all persons involved in City Planning



Mike & Kathy Mills  
2884 N. Madeira Street  
Post Falls, ID. 83854

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARING  
MEETING DATE: JUNE 15, 2023**

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**DATE:** June 9, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jon Manley, Planning Manager  
[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov) / 208-457-3344  
**SUBJECT:** THOMPSON/SATCHWELL ANNEXATION FILE NO. ANNX-22-14  
NORTH CROWN ZONE CHANGE FILE NO. ZC-22-7

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**ITEM AND RECOMMENDED ACTION:**

This is a collective Land Use application between the City of Post Falls and the Jacklin Land Company. Ray Kimball, with Whipple Engineering being the consultant representative collaborating with the Jacklin Land Company for their interests. The referenced Thompson and Satchwell properties are for identification purposes only, as these areas are all owned by the Jacklin Land Company.

There are three facets pertaining the following requests: Land Exchange, Annexation, and Zone Change request for the City Council to review and make a decision. The detail of these elements can be found in Exhibit S-4: Planning and Zoning Commission Staff Report.

The Land exchange proposal as described in Exhibit S-4 is intended to increase the open space for the preservation of the Rathdrum Prairie and provide developable lands for the Jacklin Land Company. Per the terms of the purchase and sale agreement (Exhibit S-3), this exchange is contingent upon completing the annexation of approximately 264 acres (178 being designated Public Reserve) and rezoning 80 acres. Of the 345 acres involved in this request, the following is a breakdown of the mix of zoning that would be established:

<u>Area - Size in Acres</u>	<u>Current Zoning/Action</u>	<u>Proposed Zoning</u>
Area 1 – 80 ac	Public Reserve/Rezone	Residential Mixed (RM) - (Per attached DA-Exhibit S-2)
Areas 2, 3, 4 - 178 ac	County/Annexation	Public Reserve
Area 5 - 28.1 ac	(NET) County/Annexation	Single Family Residential (R-1)
Area 5 - 20.8 ac	(NET) County/Annexation	Medium Density Residential (R-2)
Area 5 - ~34 ac	(NET) County/Annexation	Community Commercial Mixed (CCM) - (Per Attached DA-Exhibit S-1)

**DISCUSSION:**

On the land exchange, the City Council must decide, after the public hearing, whether it's in the best interest of the City to proceed with the land exchange.

On the annexation and zoning issues, the City Council must conduct a public hearing and review the proposed Annexation and Zone Change proposal based on the recommendations by the Planning and Zoning Commission at their May 17, 2023, 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-4) 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 zoning districts as part of the annexation and zone change request at the May 17, 2023 meeting.

**MOTION OPTIONS FOR LAND EXCHANGE:** City Council may approve or deny the proposed Land Exchange based on a finding that the proposed land exchange is, or is not, in the city's best interest.

**MOTION OPTIONS FOR ESTABLISHING ZONING:** City Council may approve the proposed Annexation and Zone Change and approve the proposed Annexation and Development Agreements (Exhibit S-1, S-2), 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-3	Purchase and Sale Agreement
Exhibit S-4	Planning and Zoning Commission Staff Report
Exhibit A-1a	Annexation Application
Exhibit A-1b	Zone Change Application
Exhibit A-2a	Annexation Thompson Narrative
Exhibit A-2b	Zone Change Narrative
Exhibit A-3a	Satchwell Narrative
Exhibit A-3b	Zone Change Preliminary Layout
Exhibit A-4a	Thompson Conceptual Development Plan
Exhibit A-4b	Zone Change Legal
Exhibit A-5	Thompson_Satchwell Legal Description
Exhibit A-6a	Thompson_Satchwell Exhibit Maps
Exhibit A-6b	Zone Change Auth Letter
Exhibit A-7	Zone Change Title Report
Exhibit A-8	Thompson_Satchwell Auth Letter
Exhibit A-10	Satchwell Title Report
Exhibit A-11	Thompson Title Report
Exhibit S-1	DRAFT Thompson Development Agreement
Exhibit S-2	DRAFT North Crown Development Agreement
Exhibit PA-1	YPL Comments
Exhibit PA-2	PHD Comments
Exhibit PA-3	DEQ Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	KCFR Comments
Exhibit PA-6	PFSD Comments
Exhibit PC-1	West Comments
Exhibit PC-2	Assels Comments
Exhibit PC-3	Maden Comments
Exhibit PC-4	Bugle Comments
Exhibit PC-5	Harrington Comments
Exhibit PC-6	Vore Comments
Exhibit PC-7	Couch Comments
Exhibit PC-8	Hamilton_Petition
Exhibit PC-9	Burns Comments
Exhibit S-5	Minutes 5-17-2023
Exhibit S-6	Signed Zoning Recommendation
Exhibit PA-7	ITD Comments
Exhibit PA-8	PFPD Comments
Exhibit PA-9	ITD Comments
Exhibit PA-10	YPL Comments
Exhibit PA-11	DEQ Comments
Exhibit PC-10	Nichols Comments
Exhibit PC-11	Wagner Comments

## REAL ESTATE EXCHANGE AND PURCHASE AGREEMENT

This Real Estate Exchange and Purchase Agreement (“**Agreement**”) is entered into as of the Effective Date between the City of Post Falls, Idaho (“**City**”) and Jacklin Land Company, LLLP (“**Jacklin**”). This Agreement shall not be binding upon either party unless and until all parties have executed and delivered this Agreement. The submission of this document by Jacklin to the City shall not constitute an offer to sell by Jacklin.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jacklin and the City agree as follows:

### **RECITALS:**

1. Jacklin owns four (4) parcels of land located west of Highway 41 between Wyoming Avenue and the Union Pacific railroad line (“**North Thompson Property**”). A legal description and map of the North Thompson Property, which is approximately 64.49 acres, is attached to this Agreement as “Exhibit A”.
2. Jacklin additionally owns four (4) parcels of land located west of Highway 41 between the Union Pacific railroad line and Hayden Avenue (“**South Thompson Property**”). A legal description and map of the South Thompson Property, which is approximately 86.33 acres, is attached to this Agreement as “Exhibit B”.
3. Jacklin also owns a parcel of land located west of Greensferry Road between Hayden Avenue and Prairie Avenue (“**North and South Satchwell Property**”). A legal description and map of the North and South Satchwell Property, which is approximately 113.73 acres, is attached to this Agreement as “Exhibit C”.
4. The City owns a parcel of land located between Hayden Avenue and Bodine Avenue (“**North Crown Pointe Property**”). A legal description and map of the North Crown Pointe Property, which is approximately 80 acres, is attached to this Agreement as “Exhibit D”.
5. The City desires to increase the net acreage of properties owned by the City on the Rathdrum Prairie for the future land application of highly treated recycled water and open space and the North Thompson and North and South Satchwell Properties are in near proximity to other properties that the City has acquired for these purposes.
6. Jacklin desires to obtain development properties in an area closer in proximity to available utility services and future public school infrastructure. Jacklin additionally desires to obtain timely annexation and utility service for the South Thompson Property.
7. The parties have tentatively agreed, subject to the provisions contained in this Agreement, to exchange the North Thompson Property and the North and South Satchwell Property for the North Crown Pointe Property to meet the goals of each party.

8. The parties agree as follows:

**GENERAL TERMS AND DEFINITIONS:**

1. The following terms have the meanings set forth below:

Closing: The consummation of the transaction contemplated by this Agreement, which will occur when all the requirements of Section 11 of this Agreement have been completed.

Closing Date: Notwithstanding anything herein, this sale shall close on or before March 31, 2023. Should the conditions to closing contained in Sections 8 and 9 of this Agreement, the closing date will be extended one (1) time for (90) days.

Effective Date: The date of Jacklin's execution of this Agreement.

Escrow Agent: Kootenai Title, 1450 NW Boulevard, Coeur d'Alene, ID 83814.

Review Period: The period commencing on the Effective Date and expiring at 5:00 p.m. pacific-time sixty (60) days after the Effective Date.

**AGREEMENT:**

1. Recitals True: The Recitals are true and correct.

2. North Thompson and North and South Satchwell Properties: Jacklin agrees to transfer the North Thompson and North and South Satchwell Properties (Collectively the "**Jacklin Exchange Properties**") to the City, via warranty deed, on the Closing Date. The City agrees to accept the Jacklin Exchange Properties subject to the terms and conditions set forth in this Agreement. The conveyance will include:

2.1 The Jacklin Exchange Properties as described in Exhibits "A" and "C" together with all easements, rights, strips, rights-of-way, and any other rights or interests appurtenant thereto including all water rights related to the Properties;

2.2 All the improvements and tangible personal property, if any, currently situated on the Jacklin Exchange Property (the "Improvements") including all piping, well houses, pumps, conduit and other irrigation equipment located on the Properties;

2.3 All of Jacklin's rights, if any, in all leases, licenses, and other agreements to occupy all or any part of the Jacklin Exchange Properties or Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder; and

3. North Crown Pointe Property: The City agrees to transfer the North Crown Pointe Property to Jacklin, via warranty deed, on the Closing Date. Jacklin agrees to accept the North Crown



Pointe Property subject to the terms and conditions set forth in this Agreement. The conveyance will include:

- 3.1 The North Crown Pointe Property as described in Exhibit "D" together with all easements, rights, strips, rights-of-way, and any other rights or interests appurtenant thereto excluding all water rights related to the Property;
  - 3.2 All the improvements and tangible personal property, if any, currently situated on the North Crown Pointe Property (the "Improvements") including all piping, well houses, pumps, conduit and other irrigation equipment located on the Properties;
  - 3.3 All of the City's rights, if any, in all leases, licenses, and other agreements to occupy all or any part of the Land or Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder; and
4. Additional Purchase Price from the City: In addition to transferring the North Crown Pointe Property, the City will also pay to Jacklin, on the Closing Date, the sum of Two Million One Hundred Seventy Nine Thousand, One Hundred Eighty Seven Dollars and Fifty Cents (\$2,179,187.50) ("**Additional Purchase Price**").
5. Inspection Contingency: During the Review Period each party will take any steps it deems necessary to satisfy itself concerning all aspects of the property that the party will be receiving including, without limitation, environmental concerns, title concerns, utility or irrigation availability, the physical condition of the property, or the property's suitability for the party's intended use. Each party will have the right to perform such tests, inspections, and feasibility studies on the property that party will receive as the party deems necessary; provided, however, neither party will conduct any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Phase II environmental site assessment without the prior written consent of the other party in each instance, which consent may not be unreasonably withheld. Each party will make appropriate arrangements with the other party regarding the time and duration of any inspections, including, without limitation, any environmental tests. Both parties will be entitled to have a representative present at all times during each such inspection. Additionally, each party agrees to provide the other party with a copy of all final test results obtained as a result of each test with independent splits of each soil or groundwater sample or other substance or material that may be obtained by the party or its consultant in a form and quantity sufficient for independent analysis. Each party will pay for its own testing, inspection, or studies regardless of whether this transaction closes.
6. Removal of Inspection Contingencies: Prior to the expiration of the Review Period, each party must notify the other if it rejects the property that that party will be receiving based upon any adverse conditions discovered as a consequence of any inspections, studies, or tests conducted pursuant to Section 5, identifying the condition(s) rendering the property that party was to receive unsuitable for the party's purposes. In the event that either party provides such notice, this Agreement will terminate and neither party will have any obligation to the other except as provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived

by party failing to provide such notice. At the sole option of the party providing notice, the other party may be given the opportunity to correct any items that the notifying party determines is unacceptable by providing the other party with written notice before the end of the Review Period of what must be corrected, by what dates, and in what manner (the "**Correction Notice**"). Within 5 days of receiving notice, the party receiving the notice must notify the other party in writing whether and to what extent it will complete and pay for the corrections (the "**Notice of Intent to Correct**"), all of which must be completed before the Closing Date. If either party fails to give a Notice of Intent to Correct within those 5 days, that party will be deemed to have refused to agree to the corrections and this Agreement will terminate. Within 5 days after a party gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), the other party may elect to (a) cancel this Agreement or (b) agree to accept the offered corrections, waive its inspection contingencies, and proceed to closing.

7. Title Commitment: Within 5 business days after the Effective Date, each party will order a preliminary title commitment from the Escrow Agent with respect to the property that that party is offering for exchange. The preliminary title commitment will be accompanied by the most legible copies available of all special exceptions listed therein. The Escrow Agent will provide copies of the preliminary title commitments to each party at the same time.

8. City's Conditions to Closing: The City's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

8.1 Jacklin's Compliance: Jacklin's fulfillment of each of its obligations under this Agreement in all material respects except for those obligations that are scheduled to be completed after the Closing Date.

8.2 Title Insurance: The Title Company must be ready, willing, and able to issue a standard American Land Title Association owner's policy of title insurance in the amount of the assessed value of the Jacklin Exchange Properties insuring title in City to the Properties consistent with the terms of this Agreement and subject only to the title exceptions approved or deemed approved by City.

8.3 Approval of Exchange following Public Hearing: The exchange of properties contemplated by this Agreement cannot be consummated unless, following a properly noticed public hearing meeting the requirements of Idaho Code 50-1401 – 1403, the City Council determines that it is in the best interest of the City to complete the exchange contemplated by this Agreement. Nothing contained in this Agreement restricts the City Council from finding that the exchange contemplated by this Agreement is not in the best interest of the City.

9. Jacklin's Conditions to Closing: Jacklin's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

9.1 City's Compliance: City's fulfillment of each of its obligations under this Agreement.

9.2 Title Insurance: The Title Company must be ready, willing, and able to issue a standard American Land Title Association owner's policy of title insurance in the amount of the assessed value of the Jacklin Exchange Properties insuring title in City to the Properties consistent with the terms of this Agreement and subject only to the title exceptions approved or deemed approved by City.

9.3 Annexation of South Thompson Property: The City must annex the South Thompson Property into the city limits with a zoning designation consistent with the Comprehensive Plan and acceptable to Jacklin. An annexation agreement must allow for reasonable deviations from the city's approved wastewater collections master plan following an appropriate study and provided impacts do not negatively affect future development in the same sewer basin. Jacklin acknowledges that annexation and zoning are determined after a public hearing process based on adopted zoning criterion. Nothing in this Agreement restricts the City Council from rejecting annexation or assigning any particular zone to the Property after annexation.

9.4 Rezone of the North Crown Pointe Property: The City must rezone the North Crown Pointe Property to a zoning designation consistent with the Comprehensive Plan and acceptable to Jacklin. Jacklin acknowledges that zoning is determined after a public hearing process based on adopted zoning criterion. Nothing in this Agreement restricts the City Council from rejecting a zone change request or requires assignment of any particular zone to the Property.

9.5 Creation of a Transferrable Parcel for the Crown Pointe North Property: The City must retain a surveyor to prepare a legal description for the Crown Pointe North Property sufficient to legally transfer ownership of the property to Jacklin.

10. Closing:

10.1 Manner and Place of Closing: This transaction will be closed by the Escrow Agent in Coeur d' Alene, Idaho, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

10.2 Prorations, Adjustments:

10.2.1 All ad valorem real property taxes, assessments, personal property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the "Expenses") will be prorated and adjusted between the parties as of the Closing Date.

10.2.2 Each party will pay the recording fees for the deeds to the property they receive.

10.2.3 Each party will pay the premium for a standard owner's title insurance policy in their favor in the amount of the assessed value of the property they are receiving.

10.2.4 All other escrow and closing fees charged by the Escrow Agent will be split evenly between the parties.

10.2.5 Each party will pay its own attorney fees.

10.3 Events of Closing. If this Agreement has been Placed into Escrow and the Escrow Agent is in a position to cause the title insurance policies required by this Agreement to be issued as described below, this transaction will be closed on the Closing Date as follows:

10.3.1 Jacklin will convey the Jacklin Exchange Properties to the City by a warranty deed, subject to the matters accepted or deemed accepted by City under this Agreement.

10.3.2 City will convey the North Crown Pointe Property to Jacklin and pay the Additional Purchase Price to Jacklin.

10.3.3 Jacklin will convey all its interests in the Personal Property, if any, to City by good and sufficient bill of sale.

10.3.4 The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

10.3.5 Any liens to be paid by Jacklin at closing will be paid and/or removed of record at Jacklin's expense.

10.3.6 The Escrow Agent will be committed to issuing the title insurance policies required by this Agreement upon recordation of the closing documents.

10.3.7 Upon compliance with the parties' closing instructions, the Escrow Agent will record the deeds.

10.4 Title Insurance: As soon as possible after the Closing Date, the Escrow Agent will furnish to each party a standard American Land Title Association form of owner's policy of title insurance in the amount of the assessed value for the property that each party is receiving subject only to the Escrow Agent's standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by each party under this Agreement. The cost of said policy will be paid by the party receiving the title insurance.

10.5 Possession: Jacklin acknowledges that there are no lease holders or tenants on the Jacklin Exchange Properties and will deliver possession of both properties to City on the Closing Date. Jacklin acknowledges that the Crowne Point North Property is the subject of a lease agreement attached as "Exhibit E." Jacklin acknowledges that it will take title to the Crown Pointe North Property subject to the terms of the lease agreement.

11. Failure to Close: In the event that this transaction fails to close after this Agreement is Placed into Escrow, on account of a default by either party, the other party's sole and exclusive remedy will be an action for specific performance of this Agreement. Each party waives any other remedy it might have against the other party.

12. Defaults: Except for either party's wrongful failure to close or wrongful failure to satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of 10 days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

13. Costs and Attorney Fees: If suit is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, in addition to all other sums provided by law.

14. Ongoing Use of the Properties:

14.1 Operations: Between the date of this Agreement and the Closing Date, each party will continue to operate and maintain the property they are exchanging in accordance with its current management and operation practices and neither party will take any steps or actions that it knows would be materially detrimental to the value of the properties.

14.2 Leases: Between the Effective Date and the Closing Date neither party will enter into any new lease of any portion of the property that they are exchanging without the written consent of the other party.

14.3 Insurance: Each party agrees to continue to maintain its current casualty and liability insurance policies on the property it is exchanging until the Closing Date.

14.4 Property Maintenance: Between the date of this Agreement and the Closing Date, both parties agree to maintain and make ordinary repairs to the properties they are exchanging so that the properties will be conveyed to the other party in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty, remediation work consistent with Section 6 and damage by condemnation excepted. Each party will promptly notify the other regarding any item of repair, replacement, or maintenance of which it becomes aware and that requires an expenditure in excess of \$10,000.00. In no event will either party be required to make any capital repairs or replacements to the property they are exchanging between the Effective Date and the Closing Date except those contemplated by this Agreement.

14.5 No Additional Obligations: Except as provided in this Agreement, neither party has any obligation to maintain, repair, alter, reconstruct, or replace any portion of the property they are exchanging or preserve or enter into any existing or new leases or service contracts,

and both parties acknowledge that there exists no express or implied representations or covenants to do so.

15. Legal Relationships:

15.1 Relationship of Parties. This Agreement creates only the relationship of transferor and transferee between Jacklin and City, and no joint venture, partnership, or other joint undertaking is intended between or among any of the parties hereby. No party hereto will have any rights to make any representations or incur any obligations on behalf of another. No party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. No party is executing this Agreement on behalf of an undisclosed principal.

15.2 No Third Party Beneficiaries: No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

15.3 Real Estate Brokers: Each party warrants to the other party that no broker or agent was consulted or engaged in connection with this transaction, and each party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

15.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, shareholders, officers, employees, and agents.

16. General Provisions:

16.1 Notices. Notices under this Agreement must be in writing and, if personally delivered, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Jacklin:            Jacklin Land Company  
                          c/o Tag Jacklin  
                          4752 W. Riverbend Ave.,  
                          Post Falls, ID 83854

City:                City of Post Falls 408 N. Spokane St. Post Falls, ID 83854  
                          Attn: City Administrator

Either party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

16.2 Time of Essence: Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

16.3 Neutral Construction: This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

16.4 Captions: The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

16.5 Waiver: The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

16.6 Subsequent Modifications: This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

16.7 Saturdays, Sundays, and Legal Holidays: If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

16.8 Venue: In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Kootenai County, Idaho.

16.9 Applicable Law: This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Idaho. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

16.10 Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

16.11 Counterparts: This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

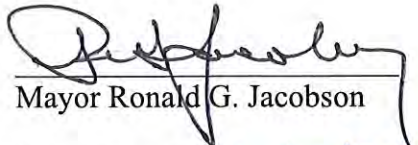
16.12 Facsimile Copies. Either party may rely on facsimile copies of this Agreement to the same extent as the originals.

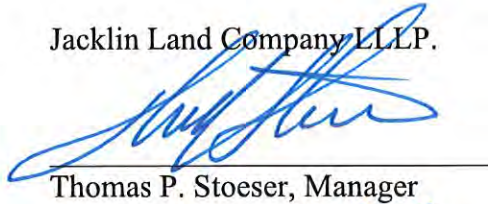
16.13 Survival of Representations and Covenants. All representations, warranties and covenants of the City and Jacklin set forth in this Agreement will survive the Closing and will survive the recording of the deeds contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Post Falls

Jacklin Land Company L.L.P.

  
Mayor Ronald G. Jacobson

  
Thomas P. Stoesser, Manager

Date Executed: 10/18/22

Date Executed: 10/11/22

ATTEST:


  
Shannon Howard, City Clerk

State of Idaho            )  
                                      : SS  
County of Kootenai    )

On this 18 day of Oct, 2022 before me, a notary for the State of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to the within instrument, and acknowledged that the City of Post Falls executed the same.

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



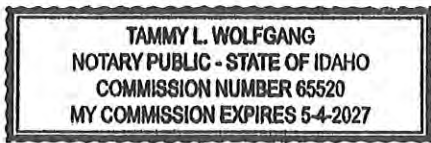
  
Notary Public for the State of Idaho  
Residing at: Post Falls  
My Commission Expires: 10.12.24



State of Idaho )  
: SS  
County of Kootenai )

On this 11<sup>th</sup> day of ~~October~~, 2022 before me, a notary for the State of Idaho, personally appeared Thomas P. Stoesser, who, being by me first duly sworn, declared that he is the Manager of Jacklin Land Company LLLP and that he signed the foregoing document as the authorized officer of the entity, and that all statements therein contained are true.

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



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

**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** April 18, 2023

**TO:** POST FALLS PLANNING AND ZONING COMMISSION

**FROM:** JON MANLEY, PLANNING MANAGER • [jmanley@postfalls.gov](mailto:jmanley@postfalls.gov) • 208-457-3344

**SUBJECT:** STAFF REPORT FOR THE MAY 17, 2023, P&Z COMMISSION  
MEETING Thompson/Satchwell Annexation and North Crown Zone  
Change ANNX-22-14 & ZC-22-7

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**INTRODUCTION:**

This is a collective Land Use application between the City of Post Falls and the Jacklin Land Company. Ray Kimball, with Whipple Engineering being the consultant representative collaborating with the Jacklin Land Company for their interests. The referenced Thompson and Satchwell properties are for identification purposes only, as these areas are all owned by the Jacklin Land Company.

The following are three facets pertaining the following requests: Land Exchange, Annexation, and Zone Change request. For the Planning and Zoning Commission, the following Land Exchange discussion is only for an understanding of the circumstances at hand. There is no zoning recommendation needed pertaining the proposed Land Exchange from the Planning and Zoning Commission. The role of the commission is to make a recommendation of the proposed zoning to City Council for the Annexation and Zone Change request. City Council will make the final decision regarding the proposed Land Exchange, Annexation, and Zone Change request.

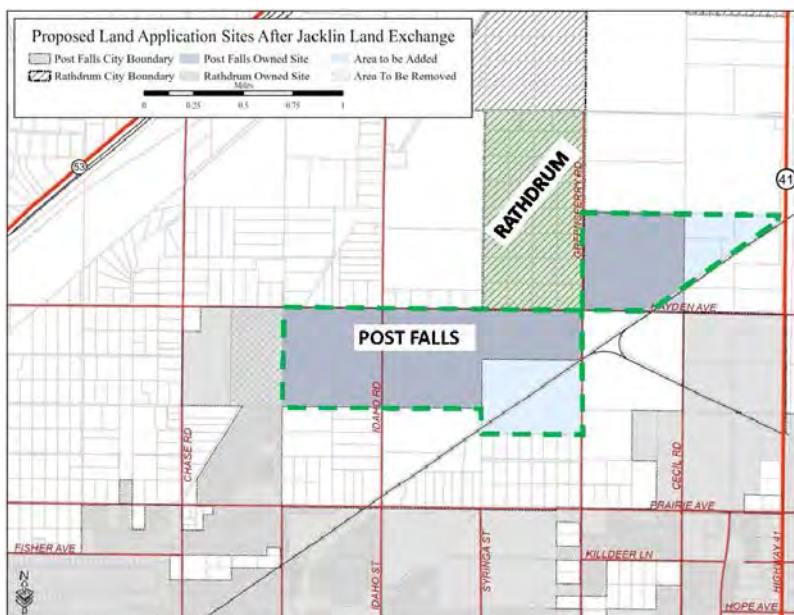
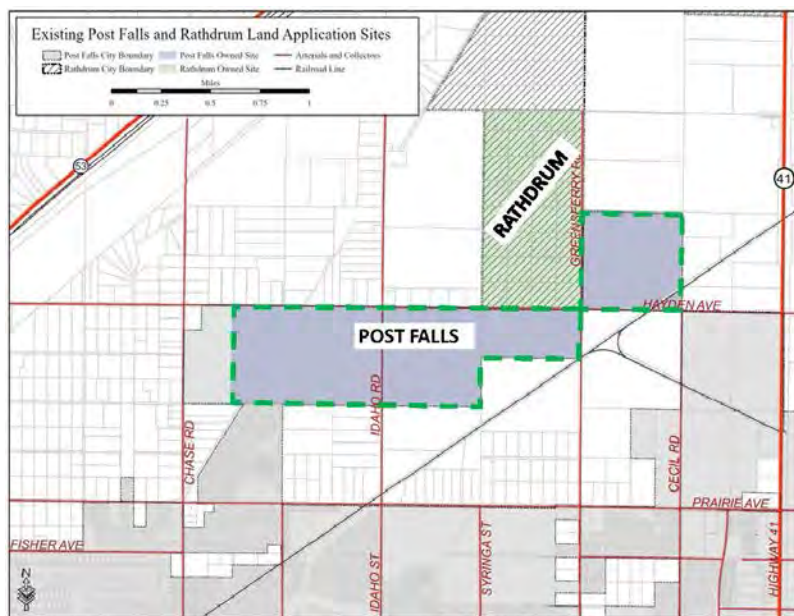
**LAND EXCHANGE PROPOSAL**

The following image details the areas involved in the proposed Land Exchange:



The premise of the Land Exchange is for the Jacklin Land Company to attain approximately 80 acres of City of Post Falls Lands (Area 1 in prior image) that is developable in the nearer future in exchange for 175 acres of Jacklin Land Company Land (Areas 2,3,4 in prior image) to be utilized for Land Application (Area 4 includes a Greensferry Access Parcel of approximately 2.4 acres). Areas 2, 3, 4, and 5 necessitate an annexation to facilitate the purchase and sale agreement. Area 5 represents the South Thompson area and details for the proposed zoning is discussed later in this report. The net difference increases the amount of Prairie Preservation Lands by 98 acres. The purchase and sale agreement is contingent on several properties being annexed or rezoned.

The following two (2) maps represents compares the current configuration of the conglomeration of Rathdrum's and Post Falls Land Application (approx. 960 acres) sites against the potential future reconfiguration (approx. 1058 acres):



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(s) / File Number(s):** Thompson Satchwell Annexation / ANNX-22-14  
North Crown Zone Change / ZC-22-7

**Owner(s)/Applicant(s) :** - Jacklin Land Company, 4752 W. Riverbend Ave., Post Falls, ID 83854  
- City of Post Falls

**Owner(s) Applicant Rep.:** Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

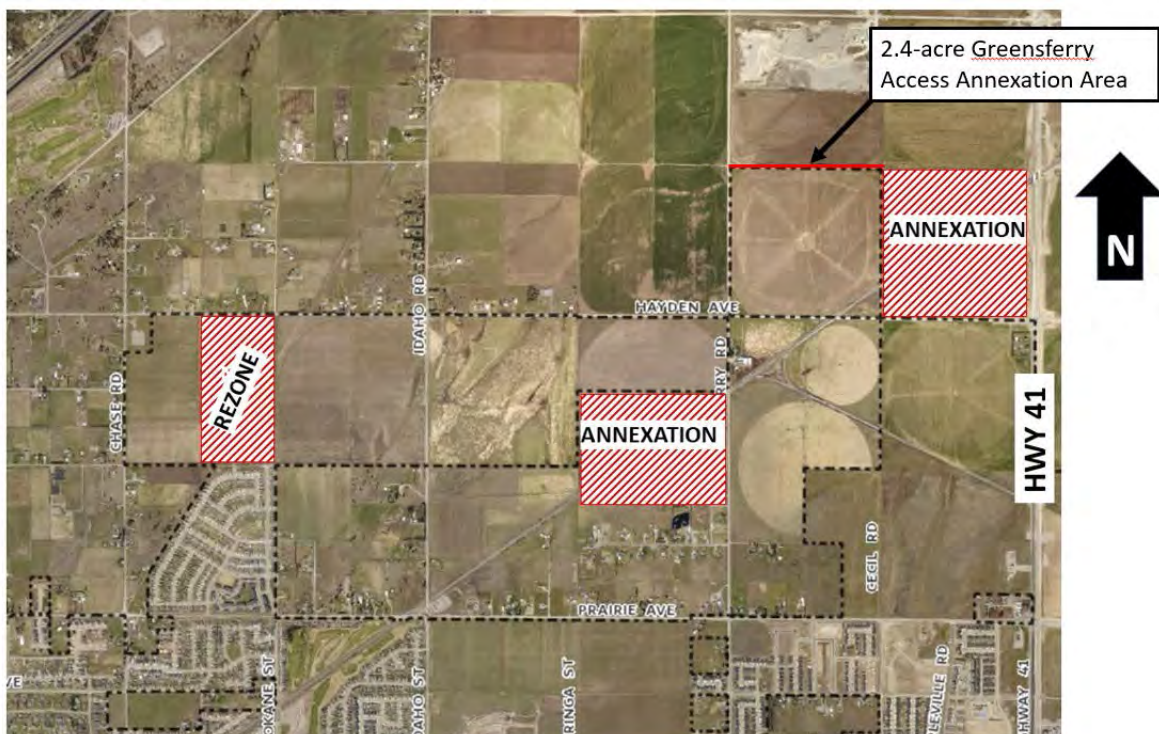
**Project Description:** Complete the Land exchange proposal as described earlier in the staff report to increase the open space for the preservation of the Rathdrum Prairie and provide developable lands for the Jacklin Land Company. Per the terms of the purchase and sale agreement, this exchange is contingent upon completing the annexation with the requested zoning of approximately 264 acres (178 being designated Public Reserve) and rezoning 80 acres. Of the 345 acres involved in this request, the following is a breakdown of the mix of zoning that would be established:

<u>Area - Size in Acres</u>	<u>Current Zoning/Action</u>	<u>Proposed Zoning</u>
Area 1 - 80ac	Public Reserve/Rezone	Residential Mixed (Per attached DA)
Areas 2, 3, 4 - 178 ac	County/Annexation	Public Reserve
Area 5 - 28.1 ac (NET)	County/Annexation	Single Family Residential (R-1)
Area 5 - 20.8 ac (NET)	County/Annexation	Medium Density Residential (R-2)
Area 5 - ~34 ac (NET) Attached DA)	County/Annexation	Community Commercial Mixed (CCM) (Per

**Project Location:** The properties are generally located north of Prairie Ave, between N. Chase Rd. and HWY 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.

**Surrounding Land Uses:** The red hatched areas in following image are the sites being considered for either an annexation or zone change. Adjacent rezone area on the west is Crown Pointe (residential subdivision), future school site, land application lands and to the north large county residential lots. The proposed annexation area that is centrally located is surrounded by Post Falls land application land or large county residential lots. The eastern annexation area is surrounded by Post Falls land application land, county ag properties, or undeveloped lands in the City of Post Falls. Compatibility is described later within the Policy 2 staff comment section of this report.

**Area Context Vicinity Map:**



**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

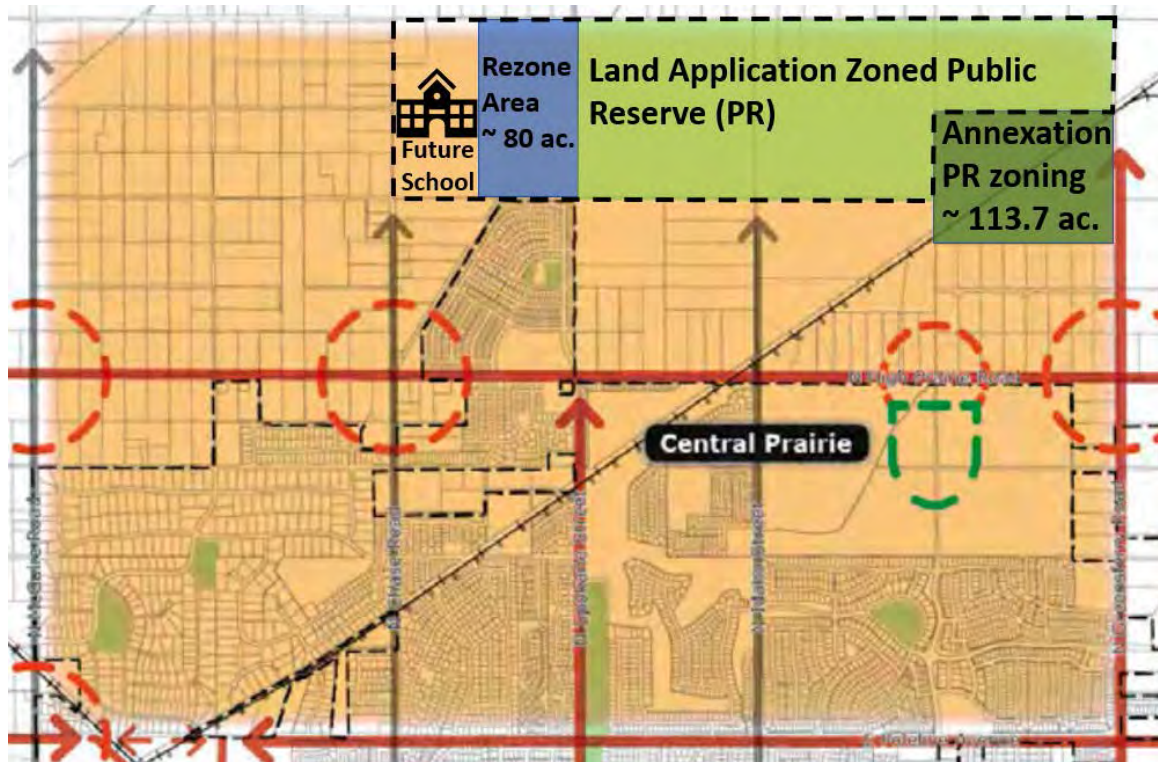
**ZONE CHANGE REVIEW CRITERIA**

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

The Future Land Use Map classifies all of these properties with the land use designation of **Transitional**. The purpose of this designation is that these areas are assessed to be suitable for

growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area.

The proposed Rezone area (from Public Reserve to Residential Mixed (RM)) and a portion of the proposed Annexation areas being proposed to be zoned Public Reserve (PR) are within the Central Prairie Focus Area (See Following Map):



The Central Prairie Focus Area states the following:

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;

Staff Comment: The proposed Residential Mixed rezone area would allow for an opportunity to provide a variety of housing types near a future school(s).

- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

Additional areas that are included in this proposal are within the 41 North Focus Area which states the following:

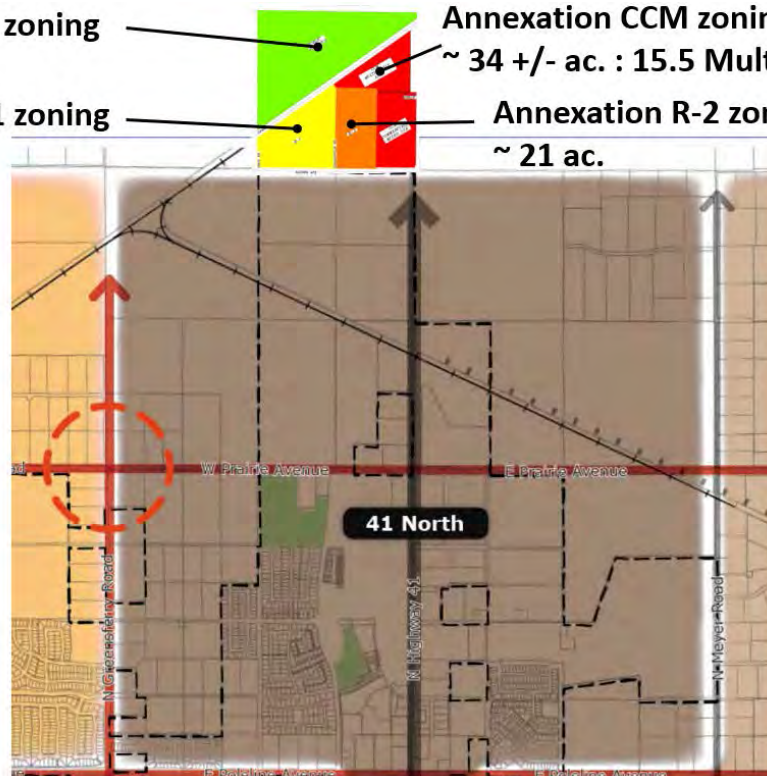
Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully designated land uses incorporating trails and an interconnected, walkable street network.

**Annexation PR zoning**  
~ 62.04 ac.

**Annexation R-1 zoning**  
~ 28.1 ac.

**Annexation CCM zoning**  
~ 34 +/- ac. : 15.5 Multi-family

**Annexation R-2 zoning**  
~ 21 ac.



Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services. The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- Focus provisions for multi-family, commercial, and tech uses near higher classified roadways.

Staff Comment: The proposed CCM is along HWY 41 which is a principal arterial.

- Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail.

Staff Comment: This site should eventually be connected to the Prairie Trail in some manner. Most likely, a connecting multi-use path would provide for this connectivity.

- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

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

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

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active, and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

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

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

Staff Comment: This site should eventually be connected to the Prairie Trail in some manner. Most likely, a connecting multi-use path would provide for this connectivity to Highway 41. However, the timing of multi-use trail facilities on the west shoulder of Highway 41 within unincorporated areas remains unknown. Currently transit services do not extend north of Mullan Ave along Highway 41.

**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.

Staff Comment: This area to the northeast along Hayden Ave. and Highway 41 does not currently contain a city park. The City collects impact fees to acquire and develop park lands. Eventually



the city will use those fees to acquire parkland in this area of the city to maintain our level of service. Any multifamily developments in the CCM zones are required to provide open space.

**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 9:** Protect and enhance Post Falls' scenic and natural areas for present and future generations.

Discussion: A hallmark of Post Falls is its riverside and prairie setting, including quiet shorelines, forested hillside backdrop and open-space lands. In concert with other plan goals and policies directing growth, this goal supports the preservation of scenic and open space areas, urging creative employment of tools such as land trusts, rights purchasing or exchanges, or other appropriate strategies.

Staff comment: Annexation and subsequent land exchange increases the preserved prairie open space by 10% from 960 to 1058 acres.

**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.

Staff Comment: This area to the northeast along Hayden Ave and Highway 41 does not currently contain a city park. The City collects impact fees to acquire and develop park lands. Eventually the city will use those fees to acquire parkland in this area of the city to maintain our level of service. Any multifamily developments in the CCM zones are required to provide open space.

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

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

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

**Policy 1:** Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Single family homes have proven to still be in high demand in our community.

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

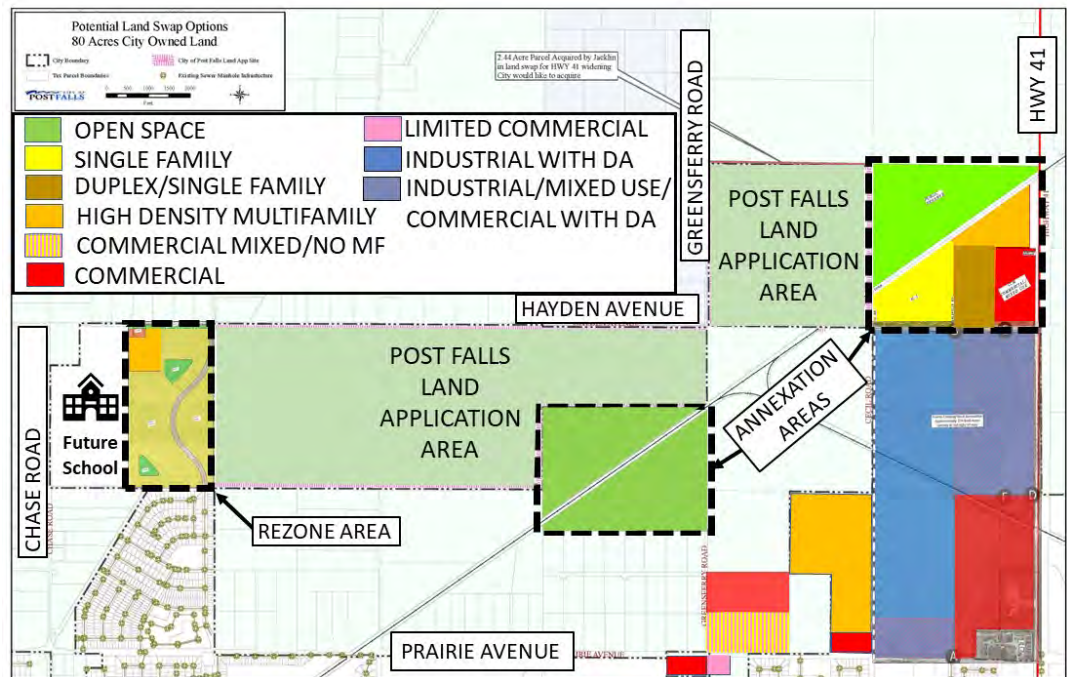
Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

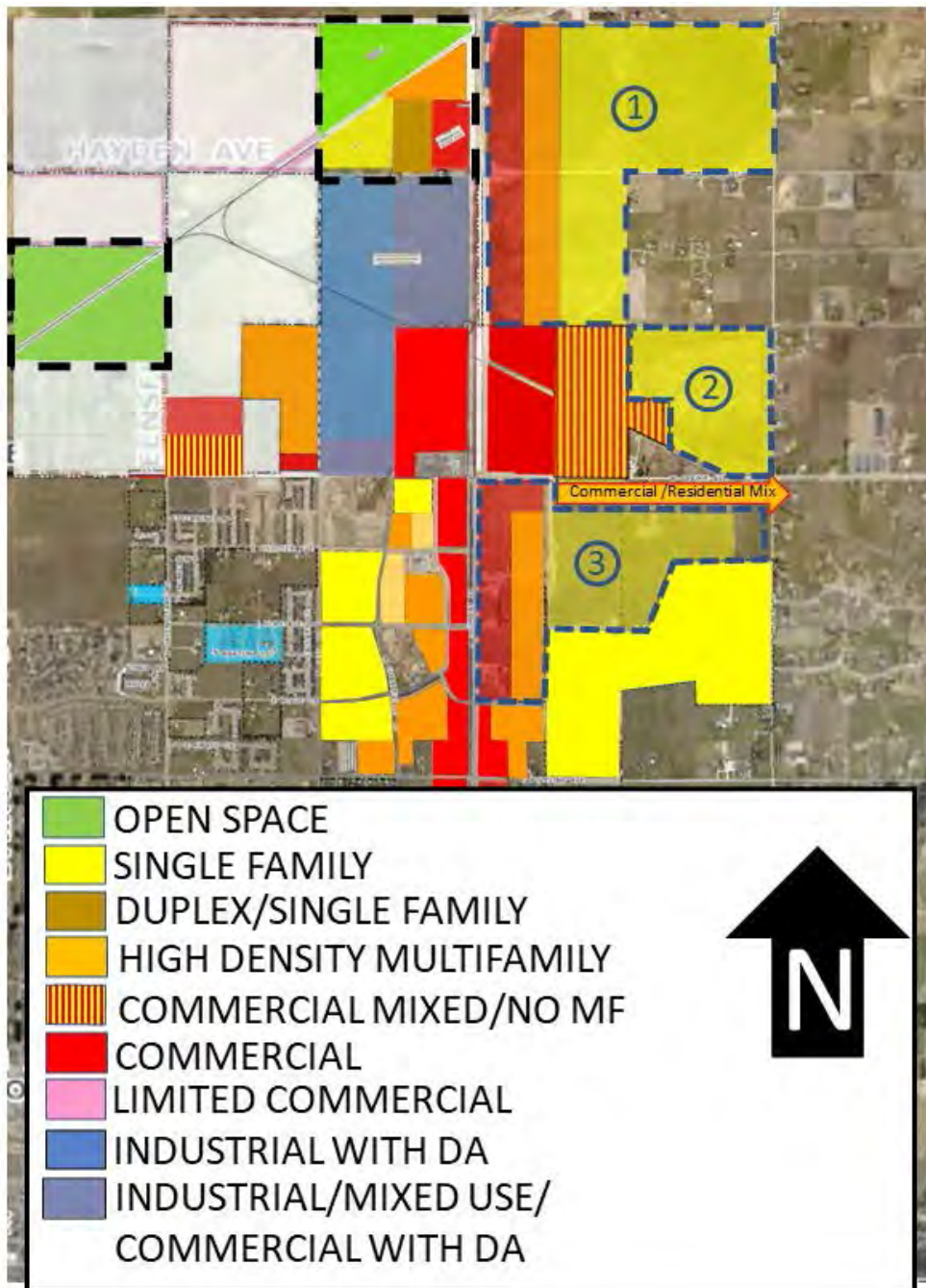
Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential or other open space areas in nature. The following two (2) images depict the potential compatibility with the existing and potential future land uses. Additionally, the color scheme within these images have been normalized to be communicate potential consistency with approved Development Agreements (DA) and established Zoning.

The rezone area identified in the following image intends to provide for predominantly a single-family residential neighborhood, with the higher intense uses being proposed near Hayden Avenue (Major Collector). Of the approximate 80 acres proposed to be rezoned to Residential Mixed (RM), Exhibit A-4 proposes 1-acre of neighborhood commercial (1.3%), 8.3-acres of high-density residential (10.4%), and the remaining 70.7-acres to be single family residential. This proposed mix meets the minimum requirements for the RM zoning district per PFMC 18.16.010: ESTABLISHMENT OF ZONING DISTRICTS, Subsection A6.

The annexation area that is centrally located is proposed for the Public Reserve (PR) land use designation. This designation would blend with the other Land Use Application and be a reserve for additional prairie preservation lands. The nearby larger single-family lots would also not be incompatible with this use.



The more intense uses proposed are along HWY 41 with the eastern most annexation requested. The following image focuses on the compatibility of this proposed annexation area and its compatibility with HWY 41 corridor’s known existing and future uses. The identified areas 1,2, and 3 in the following image (*different from previously reference numbered areas in this report*) are regions where future annexation requests are expected. The identified zoning for areas 1,2, and 3 are what is likely to be expected and be consistent with the areas master plans and anticipated background growth. This eastern most annexation area is approximately split in half by the Union Pacific Railroad (UPRR) with the northern triangular area proposed to be zoned PR and be consolidated into the other Land Application lands to the west. South of UPRR is a proposed mix of Single Family Residential (R-1), Medium Density (R-2), CCM that would allow for apartment multi-family (hence colored for MF-orange), and a CCM area that would not allow for apartment multi-family (hence colored for commercial-red). The designated blue areas south of this area is encumbered with a Development Agreement (A-17-05 Beyond Green) that regulates the types of uses allowed. No Apartment style uses are allowed in the blue area. This blue area is divided into two areas. The solid blue area allows for Light Industrial and High Tech uses, while the blue/red hatched area allows for Light Industrial, High-Tech Dormitory, Retail, Office, Entertainment, and Hospitality. East of and adjacent to HWY 41 most of the anticipated development would be commercial in nature with higher density development buffering the larger swaths of single-family neighborhoods to the east.



- Infrastructure and service plans;

Staff Comment: The proposed annexation north of Hayden Avenue, would require extension of sanitary sewer in conformance with the City Collection Master plan to the intersection of Spokane and Prairie Avenue. The Master Plan may be amended in the future following a suitable study and adoption of an amendment by the City. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The area within the proposed zone change request additionally required an extension of sanitary sewer to the intersection of Spokane Street and Prairie Avenue, separate from the existing infrastructure within the Crown Pointe Subdivision.

For both the annexation and zone change, the existing sanitary sewer will need to be extended from Prairie Avenue to the Fisher Lift Station.

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

The properties are not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Property transferred to the City in the land exchange will be irrigated by city-owned irrigation systems, separate from potable water sources. Water for remaining properties will be serviced by Ross Point Water District for the annexation and East Green Acres for the zone change

- Existing and future traffic patterns;

Staff Comment: The annexation property is adjacent to Hayden Avenue a classified Major Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Hayden Avenue – Major Collector I: 85-foot total right-of-way width, along with a 15-foot sidewalk, drainage and utility easement. The grant of right-of-way width will be measured from the existing southern rights-of-way for Hayden Avenue.

Future traffic patterns to/from this site are benefitted from the connectivity of Hayden Avenue to Highway 41. Local roadway connection will also be completed in conformance with the City Master Plan (Cecil Road, Charleville Road).

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

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

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

Staff Comment: The proposed areas to be developed may be considered a compatible proposal for under-utilized properties.

**Policy 9:** Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas;

Staff Comment: Approximately 113-acre of the proposed Public Reserve

Lands would be in a County “island”.

- That support increased development intensity near the urban core.

Staff Comment: The more intense uses proposed are along HWY 41 (Cited in commentary for Policy 2).

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

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

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

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

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

Staff Comment: Additional rights-of-way along Hayden Avenue will be dedicated as part of the annexation agreement.

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

Staff Comment: multi-use paths and sidewalks will be extended t as part of the development of this site.

**Policy 33:** Annexation should help implement Post Falls’ transportation plans, enabling completion or preserving continuity of circulatory patters for roads and pedestrian ways.

Staff Comment: The extension of Hayden Avenue, Cecil and Charleville Roadways are addressed under policies 24 and 27.

**Policy 45:** Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request. Placing additional rooftops near future schools ultimately improves access to education. The proposed Residential Mixed zone requires 7% Open Space which enables the

opportunity for access to either a public or private park. The Proposed area near HWY 41 should eventually have access to the Prairie Trail.

- 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. This proposal increases the amount on of prairie preserved for future land application by 98 acres.

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

Staff Comment: The proposed Annexation areas are adjacent to City Properties and within the Development Agreement are conditions to coordinate the extension of Public Services. The proposed Zone Change area is within the City of Post Falls and is directly north of the Crown Pointe development; As with the proposed Annexation, the Development Agreement are conditions to coordinate the extension of Public Services.

- Comprehensive plan goals and policies.

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

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

Staff Comment: Water rights transferred with property to the City as part of the land exchange will remain with the City. All water rights associated with remaining portions of the site will be relinquished to the Ross Point Water as part of the annexation agreement.

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

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

Staff Comment: This proposal increases the amount of prairie preserved for future land application by 98 acres.

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

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

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

**Streets/Traffic:**

Staff Comment: Major Collectors such as Hayden Avenue are designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Hayden Avenue, Charleville Road and Cecil Road.

**Water and Sanitary Sewer:**

Staff Comment: Water service for annexed property to be developed is provided by the Ross Point Water District (Annexation) and East Green Acres (Zone Change) and sanitary sewer service is being provided by the City of Post Falls. Sanitary sewer extensions will be required from the individual properties to the intersection of Spokane Street and Prairie Avenue and from Prairie Avenue to the Fisher Lift Station. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The net change in zoning reduces property contributing the Water Reclamation System by 98 acres.

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

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

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



Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential or other open space areas in nature. The more intense uses proposed are along HWY 41. Cited in commentary for Policy 2.

**Future Land Use Designation:**

Staff Comment: Designated as Transitional. The Transitional Land Use designation directs the discussion to the applicable Focus Area to assess. Zone Change Review Criteria A earlier in this Staff Report provided the detail analysis on this matter.

**Community Plans:** None

**Geographic/Natural Features:**

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

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

Staff Comment: The more intense uses are proposed are along HWY 41.

**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 less intense uses being proposed would be 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.**

Staff Comment: Not applicable

**OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:**

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

➔ **Yellowstone Pipeline (Exhibit PA-1):** Responded with no impact to the YPL ROW.

- **Panhandle Health District (Exhibit PA-2):** Responded with no comments; however, will need will serve letters from both districts and the engineering approvals for infrastructure extensions from their QLPE's or DEQ.
- **Department of Environmental Quality (Exhibit PA-3):** Responded with general comments for time of construction.
- **Post Falls Highway District (Exhibit PA-4):** Responded with a request to annex to the northern right-of-way boundary on area 1; the southern right-of-way boundary of area 5; the eastern right-of-way boundary of area 3. And for the developer to enter into a Road Development Agreement for any future improvements for the Post Falls Highway District roadways.
- **Kootenai County Fire & Rescue (Exhibit PA-5):** Responded with the ability to reserve comments for time of the permitting process.
- **Post Falls School District #273 (Exhibit PA-6):** Responded stating the proposed RM zoning for north of Crown Pointe Subdivision would compliment the school district's plans for future school facilities on the district owned land to the west.

**MOTION OPTIONS:** The Planning and Zoning Commission must provide a recommendation of zoning to City Council for both the Rezone and the Annexation request along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation and zone change areas. 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-1a	Annexation Application
Exhibit A-1b	Zone Change Application
Exhibit A-2a	Annexation Thompson Narrative
Exhibit A-2b	Zone Change Narrative
Exhibit A-3a	Satchwell Narrative
Exhibit A-3b	Zone Change Preliminary Layout
Exhibit A-4a	Thompson Conceptual Development Plan
Exhibit A-4b	Zone Change Legal
Exhibit A-5	Thompson_Satchwell Legal Description
Exhibit A-6a	Thompson_Satchwell Exhibit Maps
Exhibit A-6b	Zone Change Auth Letter
Exhibit A-7	Zone Change Title Report
Exhibit A-8	Thompson_Satchwell Auth Letter
Exhibit A-10	Satchwell Title Report
Exhibit A-11	Thompson Title Report

**Staff Exhibits:**

Exhibit S-1	DRAFT Thompson Development Agreement
Exhibit S-2	DRAFT North Crown Development Agreement

**Testimony:**

Exhibit PA-1	YPL Comments
Exhibit PA-2	PHD Comments
Exhibit PA-3	DEQ Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	KCFR Comments
Exhibit PA-6	PFSD Comments
Exhibit PC-1	West Comments
Exhibit PC-2	Assels Comments
Exhibit PC-3	Maden Comments
Exhibit PC-4	Bugle Comments
Exhibit PC-5	Harrington Comments
Exhibit PC-6	Vore Comments
Exhibit PC-7	Couch Comments
Exhibit PC-8	Hamilton_Petition
Exhibit PC-9	Burns Comments

Annexation · 362 – THOMPSON SATCHWELL



**Expiration Date**

Active



# ANNX-22-14



## Details

Submitted on Dec 16, 2022 at 11:54 am



## Attachments

21 files



## Activity Feed

Latest activity on Mar 16, 2023



## Applicant

Raymond Kimball



## Location

Point Location: 47.7524, -116.9223

## Timeline

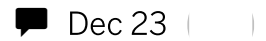
Add New ▾

### Fee Payment

Waived Dec 19, 2022 at 2:01 pm

### Completeness Review

Completed Dec 20, 2022 at 3:27 pm



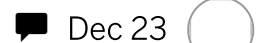
### GIS Review

Completed Dec 21, 2022 at 3:30 pm



### Completeness - Legal Review

In Progress



### Polygon Creation

Review



### Maps Created

Review



### Draft Development Annexation Agreement

Review



**Planning Development Review**

Review



**Staff Report**

Review



**Engineering Additions**

Review



**Parks Additions**

Review



**Wastewater Additions**

Review



**Planning Review (Staff Report)**

Review



**Legal Review of Annexation Agreement**

Review



**Planning Review of Agreement**

Review



**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

Designated Project Name

---

**Application Information**

Did an Annexation Pre-app take place? \*

Yes

Applicant Type \*

Engineer

Description of Project/Reason for Request \*

Satchwell Annexation-121 acres

Existing Zoning \*

County Ag/Rural

Adjacent Zoning \*

City PR/ County Ag/Rural

Current Land Use \*

Agricultural

Adjacent Land Use \*

Agricultural/Large Lot Residential

---

## Owner Information

Name \*

Jacklin Land Company, LLLP

Company

Phone \*

208.773.6745

Email \*

tag@riverbendcp.com

Address \*

4752 W. Riverbend Ave

City, State, Zip Code

## 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. \*

Raymond Kimball  
Dec 16, 2022

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Zone Change (Map/Text Amendment) · 364 – NORTH CROWN

 **Expiration Date**

Active



# ZC-22-7



## Details

Submitted on Dec 19, 2022 at 8:37 am



## Attachments

8 files



## Activity Feed

Latest activity on Jan 9, 2023



## Applicant

Raymond Kimball



## Location

Point Location: 47.7552, -116.9509

## Timeline

Add New ▾

### Application & Mailing/Notice Fees

Waived Dec 21, 2022 at 4:50 pm

### Completeness Review

Completed Dec 23, 2022 at 12:47 pm

Dec 28

### GIS Review

Completed Jan 4, 2023 at 9:21 am

Dec 28

### Planning Review

In Progress

Dec 23

### Staff Report

In Progress



### Polygon Creation

Review



### Maps Created

Review



**Engineering Review**

Review



**Parks Review**

Review



**Waste Water Review**

Review



**Legal Review**

Review



**Schedule Planning and Zoning Hearing**

Review



**Notice**

Review



**Site Posting**

Review



**Zoning Recommendation**

Review



**Consent Agenda**

Review



**Council Memo**

Review



**Planning Review**

Review



**Schedule Council Hearing**

Review



**Notice**

Review



**Site Posting**

Review



**Reasoned Decision**

Review



**Ordinance**

Review



## Engineering Review

Review



## Planning Review

Review



## Ordinance/Consent Agenda

Review



## Route Approved Documents

Review



## Mailing Fees

Number of Mailings

---

## Applicant Information

Applicant Type \*

Contract Buyer

Applicant Name \*

Jacklin Land Company, LLLP

Phone \*

208.773.6745

Email \*

tagj@riverbendcp.com

Address \*

4752 W. Riverbend Ave

City, State & Zip Code

Post Falls, ID 83854

---

## Owner Information

Name \*

City of Post Falls

Company

Phone \*

208.773.4235

Email \*

jmanley@postfalls.gov

Address \*

408 N. Spokane Street

City, State & Zip Code

Post Falls, ID 83854

---

## Amendment Information

New Field

Description of Project/Reason for Request \*

North Crown 80 acre Zone Change

Tax Parcel Number

P-0000-022-2900

Existing Zoning

Public Reserve

Adjacent Zoning

County Ag/Rural, SC3

Current Land Use

Agricultural

Adjacent Land Use

Single Family Residential/Agricultural

---

## 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. \*

✔ Raymond Kimball  
Dec 16, 2022

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

✔ Raymond Kimball  
Dec 16, 2022

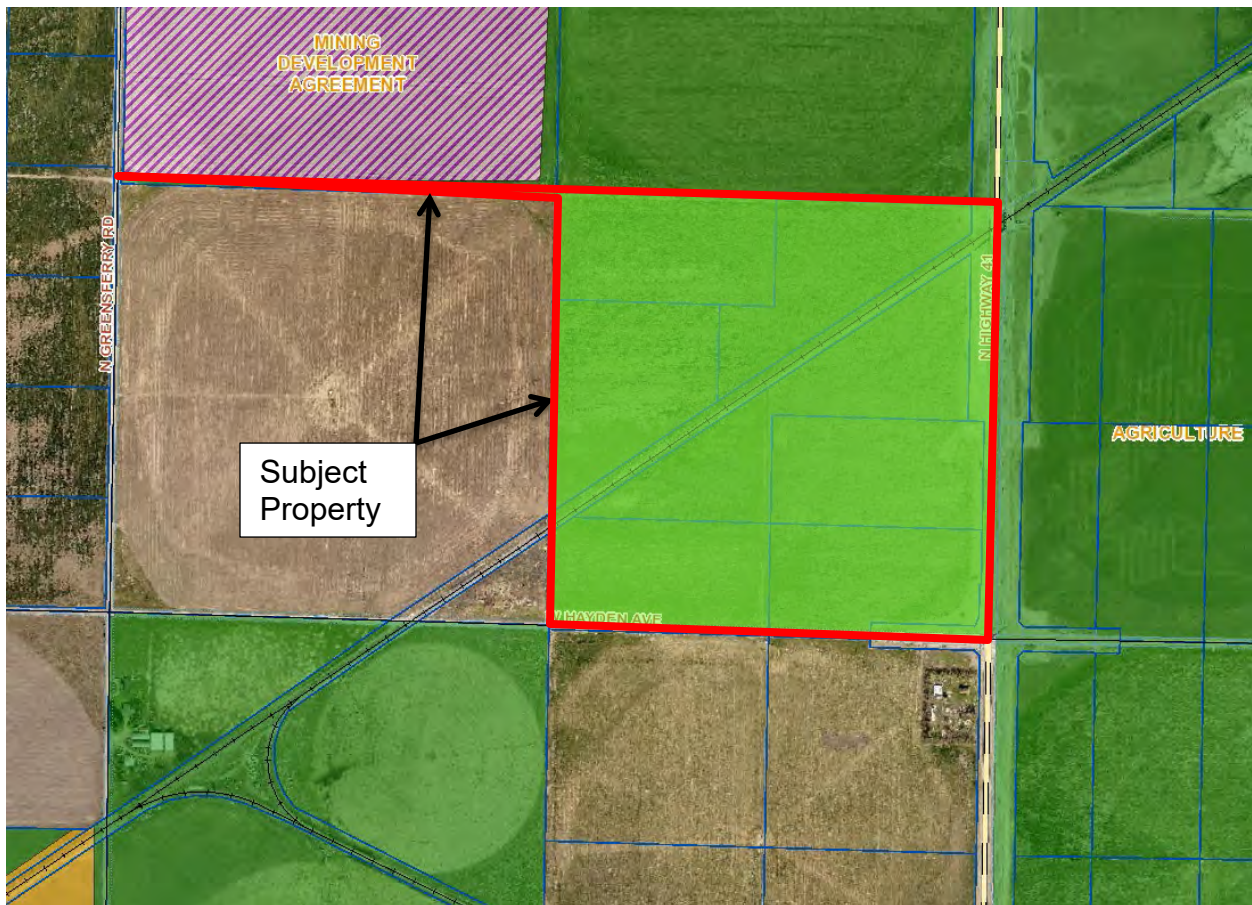
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Whipple Consulting Engineers, Inc.

### Thompson North/South Annexation

The site of the proposed annexation is located in the South Half of Section 13, T51N, R5W at the Northwest corner of Highway 41 and Hayden Avenue. The property consists of eight parcels and is currently being farmed. The applicant is requesting a mix of City zones including R-1, R-2, CCM and PR zoning. See below for a Vicinity Map.



**Figure 1: Vicinity Map**

The subject property totals approximately 165 acres consisting of eight separate parcels, road right of way, and railroad right of way. The City of Post Falls water reclamation land application area adjoins the property to the west. An agricultural field adjoins the property to the north. The property to the south across Hayden Avenue consists of the proposed tech park. The property is bordered on the east by Highway 41 and is bisected diagonally by the Union Pacific Railroad.

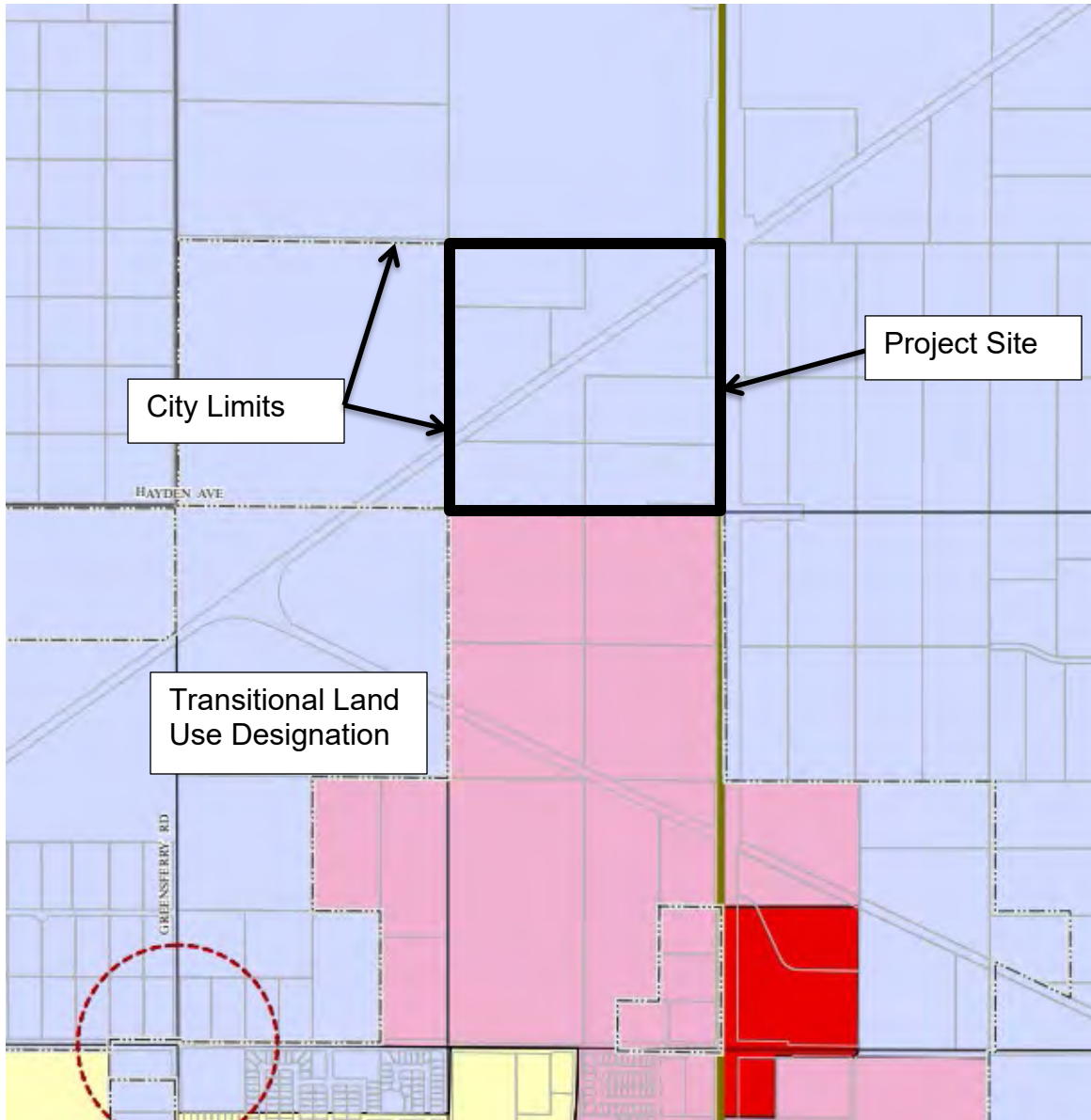









Figure 2: Future Land Use Map

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Business/Industrial
-  Business/Commercial
-  Commercial
-  Transitional

**Zoning:**

As shown on the future land use map, the property has a transitional land use designation. The transitional designation indicates that the zoning should be compatible with adjacent zones and uses within the City and consistent with the guiding principles within the associated focus area.

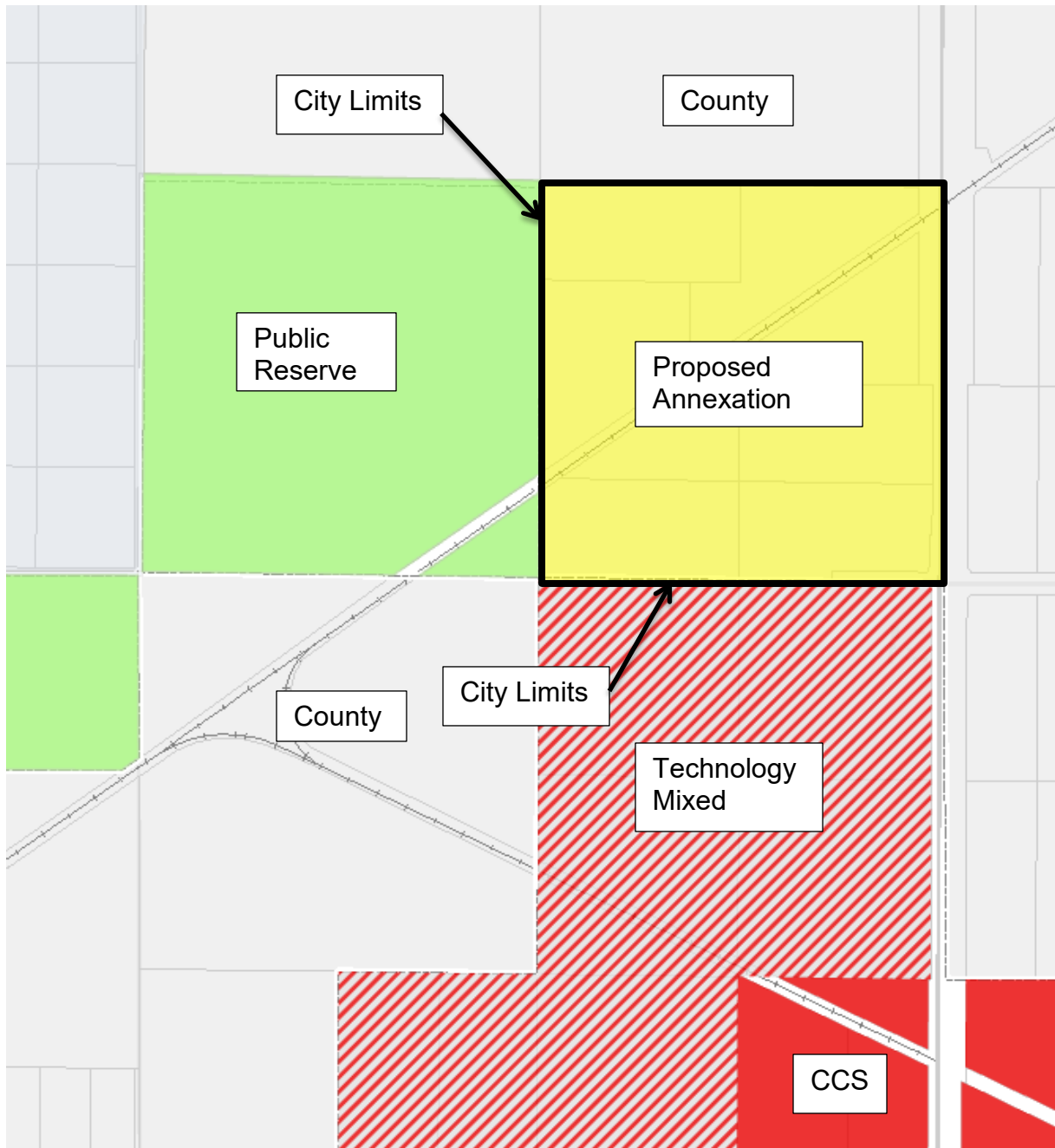
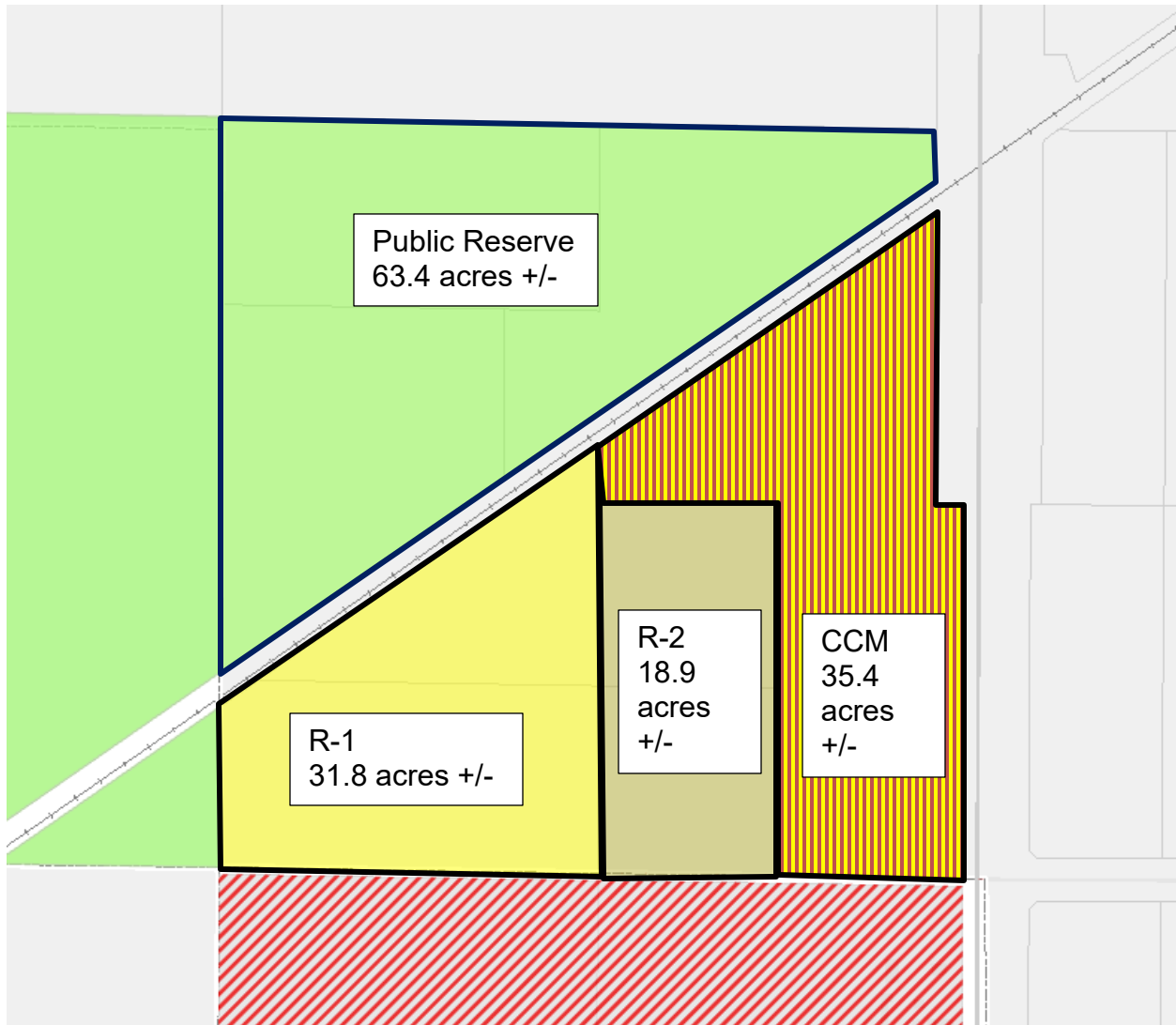


Figure 3: Zoning Map



The proposed zoning is intended to provide a master planned transition from high intensity use along the highway to lower intensity uses moving west. The area north of the railroad tracks is intended to be zoned public reserve and will function as future land application area for the City's water reclamation division.



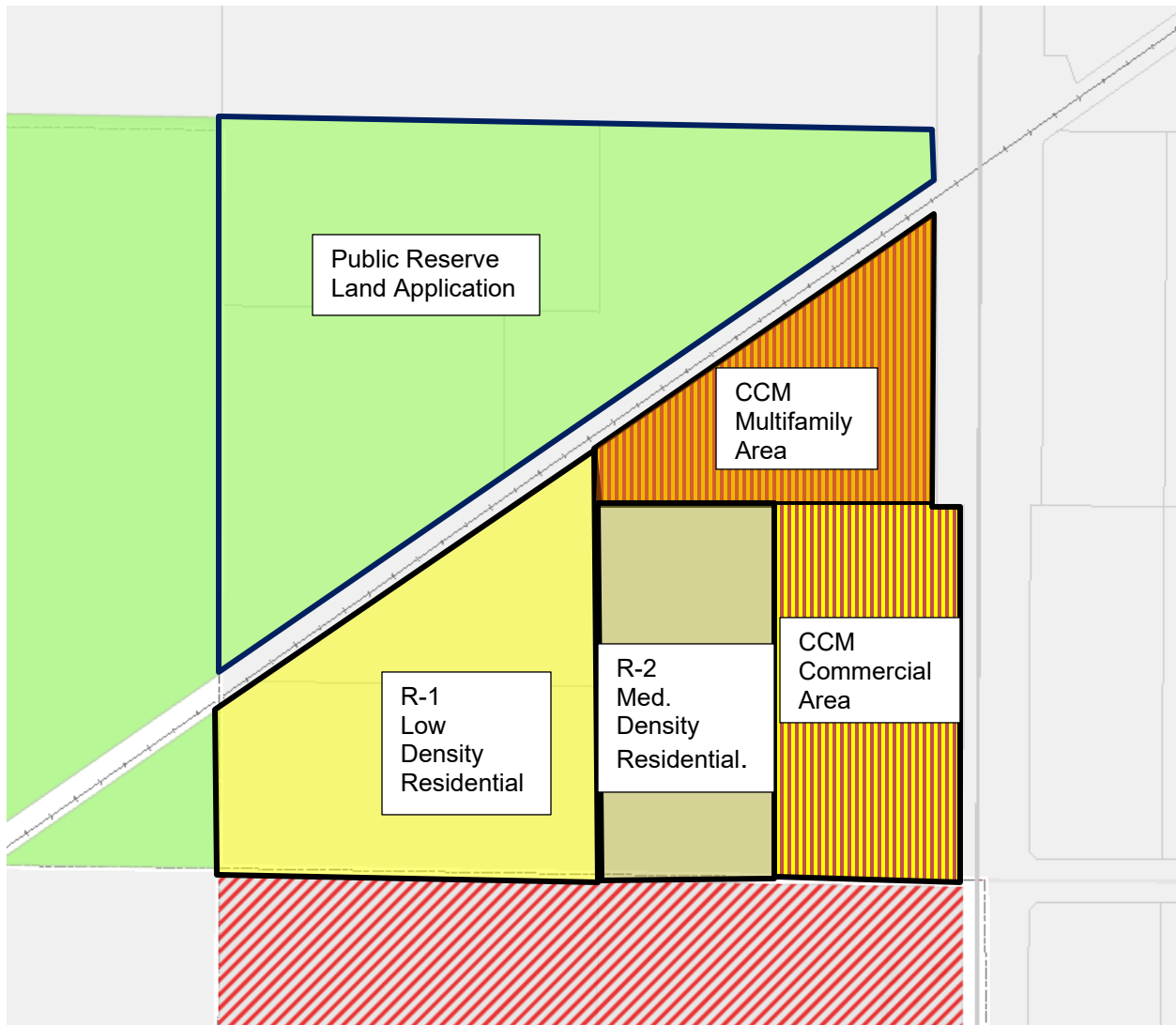
**Figure 3: Proposed Zoning**

The area south of the tracks is envisioned to be zoned as Community Commercial Mixed adjoining the highway, transitioning to a medium density residential zoning between the 1/8 mile and 1/4 mile mark west of highway. From the 1/4 mile mark west, the intended zoning is R-1 low density residential.

**Comprehensive Plan Analysis:**

This property is located within the 41 North focus area, which envisions higher intensity commercial and multifamily development close to the Highway corridor and lower intensity

residential development in the eastern and western parts of the focus area. The intersection of Highway 41 and Hayden Avenue is a high volume intersection and the need for commercial services in this area is growing. As such, the intended zoning for the area adjoining the highway should be commercial. Normally, the entire frontage along the highway would be designated commercial, but presence of the railroad requires grade separation, thus rendering the northern part of the frontage impractical for commercial development. Because of this, the proponent intends the northern “triangle” to develop as multifamily residential wherein it will provide both a customer base for the commercial development as well as housing variety within the area.



**Figure 4: Proposed Future Land Use**

The 41 North focus area envisions “...regional retail, residential, and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower intensity residential development expected to occur

*to the east and west.”* The proposed zoning attempts to replicate that development pattern in such a way as to provide a vibrant and sustainable pattern of development, all while preserving over 60 acres of land for green space as public reserve.

The proposed annexation and subdivision complies with the City’s adopted comprehensive plan as follows (*policy goal in italics*):

**Land Use Goals:**

*G.01. Grow and Sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.*

The proposed zoning mix provides for not only a diversified tax base, but also economic diversity wherein it will create a commercial job center and business base in close proximity to residential properties.

*G.03. Maintain and improve Post Falls’ small-town scale, charm, and aesthetic beauty.* This goal mentions the inherent value of “open space prairie” as a vital part of the charm and character of the City of Post Falls. It encourages thoughtful expansion providing urban growth in appropriate areas and maintaining walkable, small lot residential development patterns. The development along the Highway 41 corridor provides for thoughtful urban growth that capitalizes on existing and future traffic patterns. The residential development component provides for the walkable residential neighborhood in close proximity to goods and services. The public preservation of over 60 acres of open space prairie also works towards achieving this goal.

*G.05. Keep Post Falls’ neighborhoods safe, vital, and attractive.* The proposed mix of zoning classifications is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets within the development will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

*G.07. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.* The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of a mixture of available lots/homes which in turn supports the community need for a variety of housing. The proximity of that housing to the proposed commercial zoning lessens the impact on transportation infrastructure by placing homes closer to the goods and services required by those who live there.

**Land Use Policies:**

*P.01. Support land use patterns that:*

- *Promote compatible, well-designed development.*
- *Implement goals and policies of the comprehensive plan, related plan and/or facility plans.*

The proposed zoning promotes a master plan wherein the mix of available uses will both promote and encourage a well designed development patterns.

*P.02. Apply or revised zoning designations with careful consideration of factors including:*

- *Future Land Use Mapping*
- *Compatibility with surrounding uses*
- *Existing and future traffic patterns*
- *Goals and Policies of the comprehensive plan, related master plan and/or facility plans*

The proposed zoning is consistent with the goals and policies of the comprehensive plan as described herein. The zoning is consistent with the future land use map and development patterns in the Highway 41 corridor. The focus of the commercial zoning at the intersection of Hayden Avenue and Highway 41 promotes development of a commercial node at a high volume intersection. The residential zoning surrounding the commercial zoning will provide support for the commercial enterprises at that location. The public reserve zone adjoins other public reserve and will continue as an agricultural use.

*P.03. Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

The close proximity of the proposed residential zones/uses to the commercial zone/use on the corner of Hayden Avenue and Highway 41 will provide for the potential to develop services within walking distance of those homes.

*P.04. Encourage compact, pedestrian oriented, mixed use development patterns along the ID-41 corridor and in neighborhood and regional centers.*

The proposed mix of zoning does exactly what this policy prescribes. The mix of residential and commercial zoning provides the mixed-use development pattern along Highway 41 and the pedestrian sidewalk and pathway network that will accompany the development will encourage pedestrian oriented walkability between and within those use categories.

*P.05. Direct the location of commercial shopping centers to areas near arterial intersections and high traffic areas*

The location of the commercial zoning and the potential associated commercial shopping center at the intersection of Highway 41 (Principal Arterial) and Hayden Avenue (Major Collector) meets this policy.

*P.06. Encourage residential development patterns typically featuring:*

- *Housing that faces the street edge*
- *An interconnected grid or small block streets network*
- *Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting.*

- *Development and utilization of alleys for parking and service areas*
- *Vertical and horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.*

The proposed R-1 zoning district will feature a development pattern that includes homes facing the streets, an interconnected grid of streets that are designed for aesthetic appeal and will include sidewalks, lighting, and street trees. The R-2 zoning district has the potential to utilize the smaller alley loaded type of housing where the homes face an open space. The proposed CCM zoning district allows for a horizontal mixed use of multifamily and commercial immediately adjacent to Highway 41.

*P.07. Encourage the development of off-corridor access and circulation for commercial and mixed use areas abutting limited access arterials.*

The development of the properties will extend the 1/8<sup>th</sup> mile, ¼ mile, and ½ mile backage road system and access from Highway 41 will be limited to currently permitted access point located ¼ mile north Hayden Avenue.

*P.20. Consider location of multifamily development in areas that:*

- *Have access to arterial and collector streets*
- *Help buffer higher and lower intensity development patterns*
- *Abut compatible existing uses*
- *Are part of projects involving mixed use or master planned areas.*

The proposed multifamily component of the CCM zoning is located such that it is adjacent to Highway 41, which is a principal arterial, and will gain access from the ¼ mile backage road which is considered a collector. The north side of the multifamily will be next to the railroad tracks, which is generally considered a compatible use to high density residential, and the land across the tracks is expected to remain agricultural in use as a reclaimed water land application site. The multifamily is also a part of a mixed use/master planned community wherein adjoining zoning districts and uses are intended to blend together.

### **Conclusion:**

The proposed annexation and zoning is supported by the comprehensive plan as outlined in this narrative. As such, we are requesting approval of the annexation of the property as presented.



Whipple Consulting Engineers, Inc.

**North Crown Zone Map Amendment**  
**Supplemental Narrative**

As described in the primary narrative, the intent is to develop the property consistent with the residential mixed zoning. This zoning requires that 7% of the total land be set aside for open space and that multifamily uses be limited to 20% or less of the total gross land area. Similarly, Neighborhood commercial/office uses cannot exceed 10% of the total gross area.

The property consists of approximately 83 acres, inclusive of the existing prescriptive right of way for Hayden Avenue. Right of way will be dedicated for Hayden Avenue at the time of subdivision, but for the purposes of the zoning, it is the intent to use the gross acreage of 83 acres for computing the required open space and the allowed land area for multifamily and neighborhood commercial uses.

The proposed multifamily area will be limited to half of the allowed area of 16.6 acres and will be located in the Northwest corner of the property along Hayden Avenue. The proposed neighborhood commercial will be limited to one acre, also located at the Northwest corner of the property along Hayden Avenue.

There are two possible configurations of the required open space, both of which are detailed below.

The first configuration would be to build a pair of 2 to 3 acre pocket parks on the property as well as to construct a wide park strip along Hayden Avenue. The strip along Hayden Avenue would include a meandering 10' wide pathway that would interconnect with a pathway/sidewalk network within the future subdivision. It would be constructed at the time of development of the adjoining phase of the future subdivision. For the two pocket parks, one will be located in the northern half of the property, and one in the southern half. They will include amenities consistent with typical active parks of that size and will be owned and maintained by the homeowner's association. This Configuration is shown on the attached Zone Map Amendment Exhibit.

The second configuration intended to satisfy the open space requirement would be a potential unique partnership between the developer, the City, and the Post Falls School District wherein approximately 5 acres of the development would be set aside to accommodate an elementary school. That school would be located near the Southwest corner of the property. A condition of this partnership would be that the School District allows public use of the playground and other recreational facilities during off school hours. The remainder of the open space required by the development agreement would consist of the park strip along Hayden Avenue as detailed in the first configuration in addition to a pocket park located on the northern part of

the property, both of which would be owned and maintained by the homeowners association. This proposed configuration is based on a preliminary discussion between the developer and the Post Falls School District and the details would need to be negotiated and finalized after a successful zone map amendment. If a partnership cannot be successfully negotiated and finalized, the developer would proceed with the first configuration detailed above.



Whipple Consulting Engineers, Inc.

### Satchwell Annexation

The site of the proposed annexation is located in the East Half of Section 23, T51N, R5W on the west side of Greensferry Road between Prairie Avenue and Hayden Avenue. The property consists of one parcel, split by railroad right of way and is currently being farmed. The applicant is requesting a Public Reserve (PR) zoning. See below for a Vicinity Map.

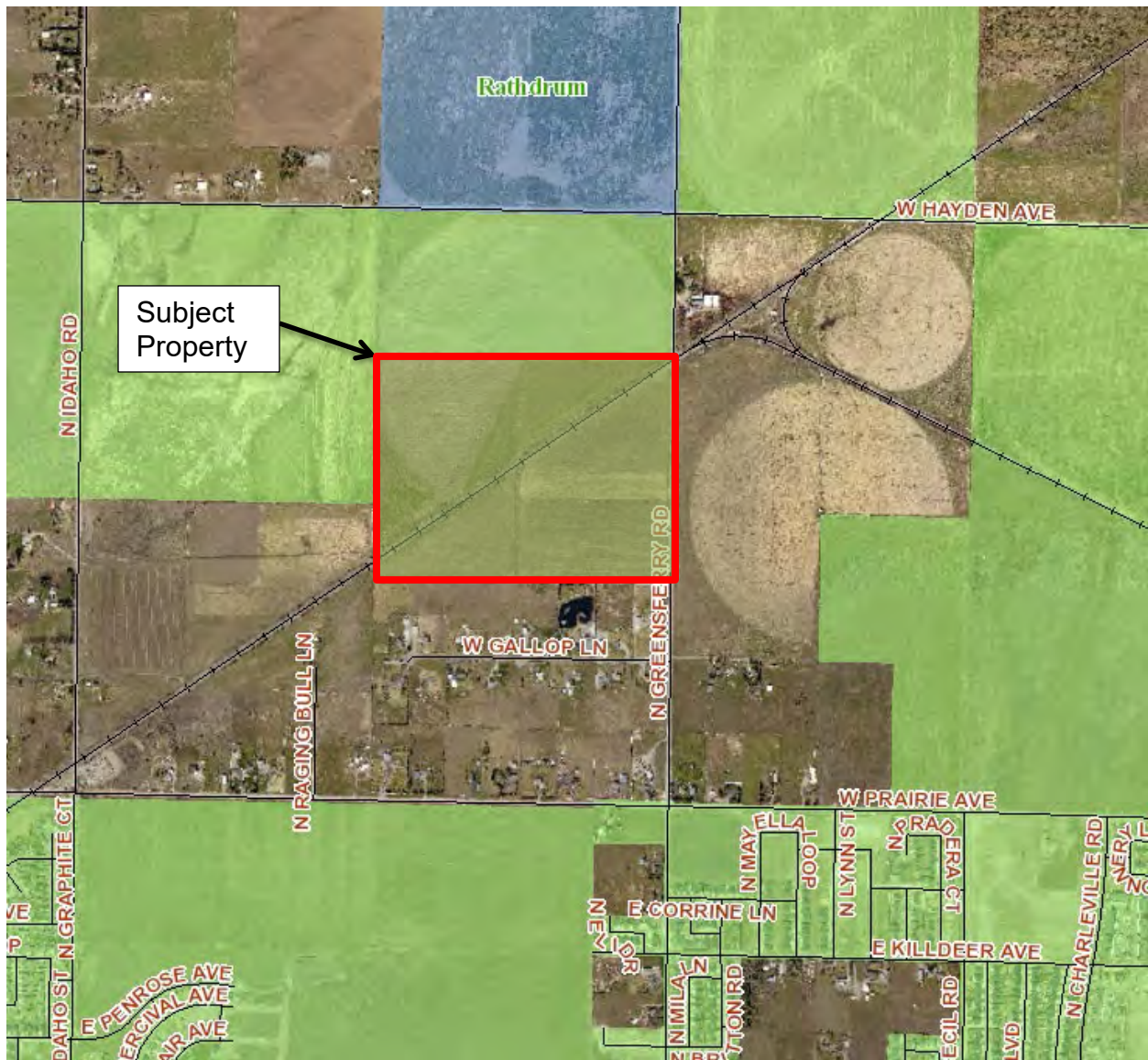


Figure 1: Vicinity Map

The subject property totals approximately 121 acres consisting of a single parcel, road right of



way, and railroad right of way. The City of Post Falls water reclamation land application area adjoins the property to the north and west. An agricultural field is located across Greensferry Road to the East, and there are eight residences adjoining the property to the south. The property is bisected diagonally by the Union Pacific Railroad.

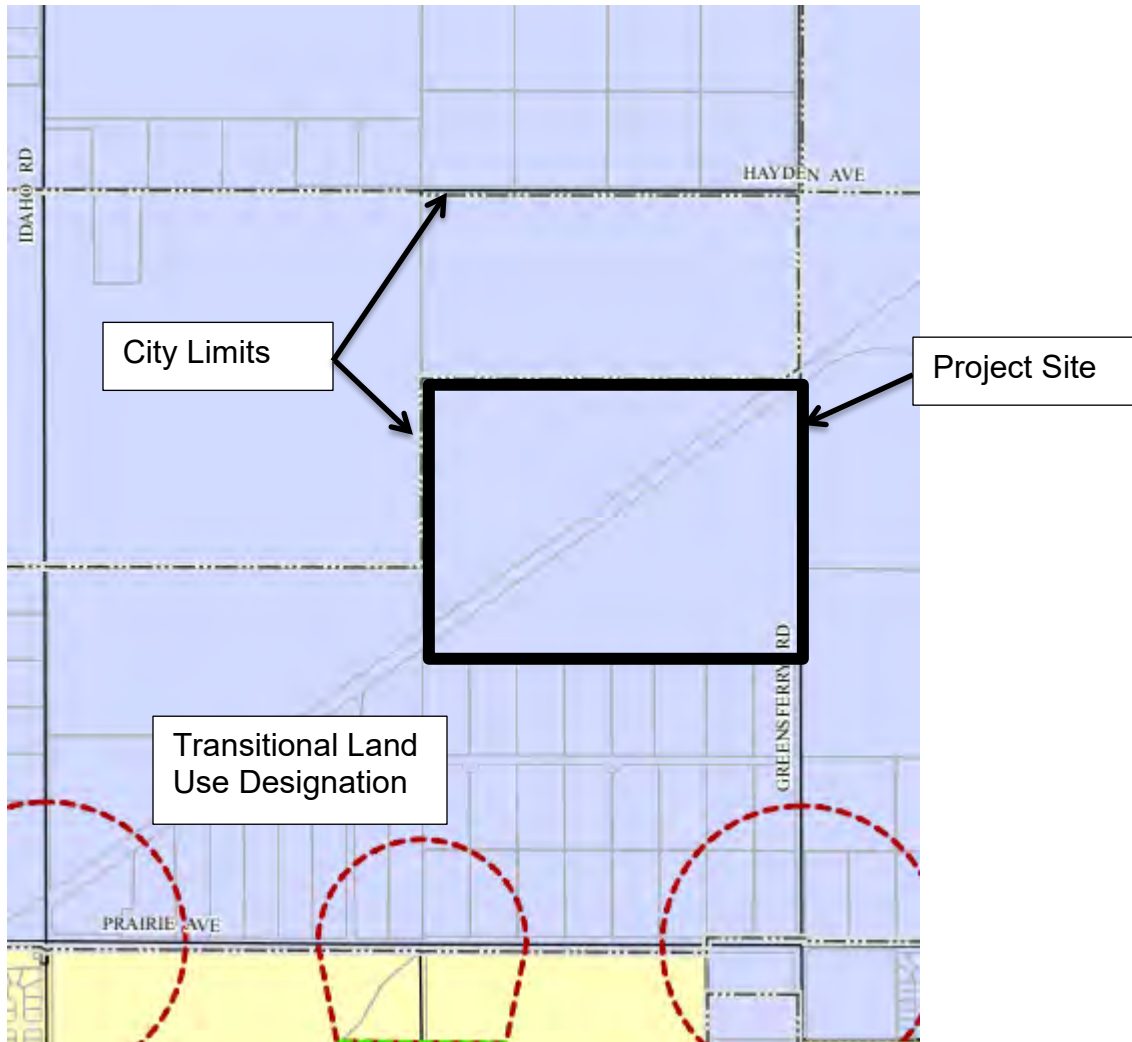









Figure 2: Future Land Use Map

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Business/Industrial
-  Business/Commercial
-  Commercial
-  Transitional

**Zoning:**

As shown on the future land use map, the property has a transitional land use designation. The transitional designation indicates that the zoning should be compatible with adjacent zones and uses within the City and consistent with the guiding principles within the associated focus area.

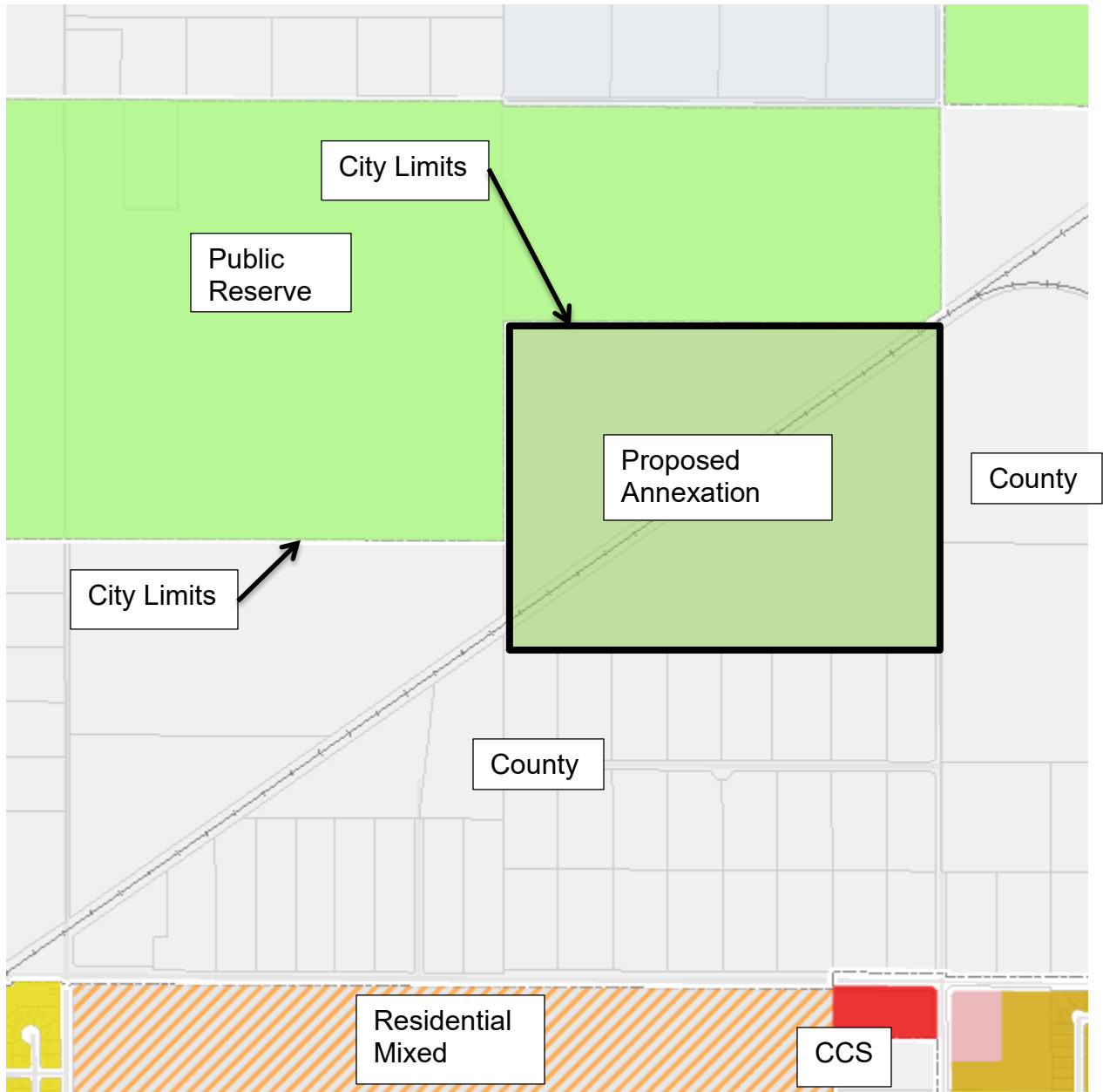


Figure 3: Zoning Map

The proposed annexation is intended to be zoned public reserve and will function as future land

application area for the City's water reclamation division.

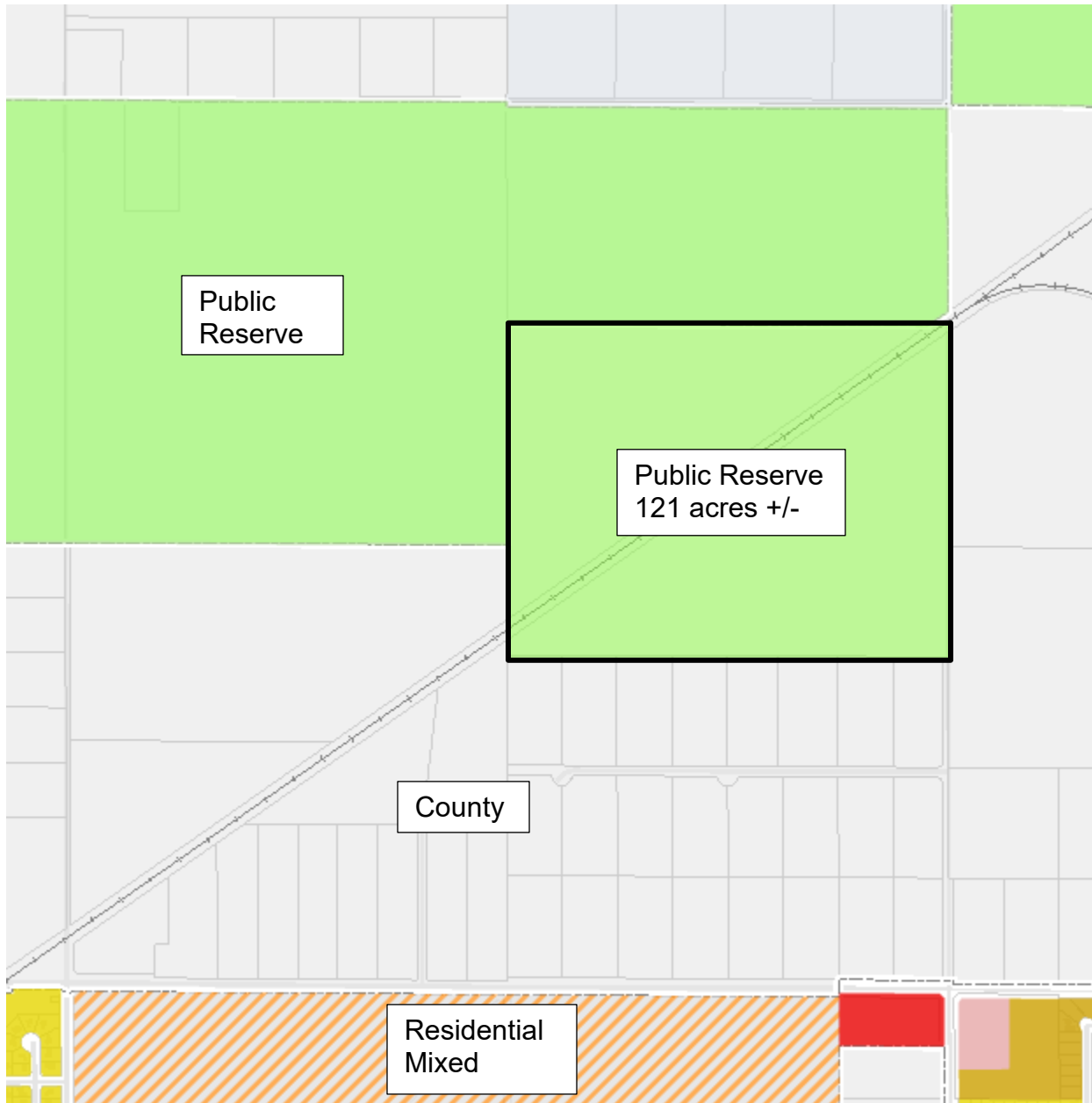


Figure 3: Proposed Zoning

**Comprehensive Plan Analysis:**

This property is located within the Central Prairie focus area, which envisions a variety of housing types and land uses. The proposed land use associated with the annexation will be public reserve where the property remains agricultural in use and will eventually become part of the City's water reclamation land application area.

#### Figure 4: Proposed Future Land Use

The 41 North focus area envisions “...*regional retail, residential, and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower intensity residential development expected to occur to the east and west.*” The proposed zoning attempts to replicate that development pattern in such a way as to provide a vibrant and sustainable pattern of development, all while preserving over 60 acres of land for green space as public reserve.

The proposed annexation and subdivision complies with the City’s adopted comprehensive plan as follows (*policy goal in italics*):

#### Land Use Goals:

G.07. *Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.*

As the City of Post Falls grows, so does the need to preserve area for land application of the City’s reclaimed water. The annexation and zoning of this property as Public Reserve preserves the City’s ability to use the land for that purpose. As the prairie develops, the preservation of agricultural land for this purpose becomes critical in so far as to ensure the City’s long term ability to treat and reclaim its wastewater.

G.09. *Protect and enhance Post Falls’ scenic and natural areas for present and future generations.*

The annexation of this property and subsequent zoning as Public Reserve will preserve prairie land for both current and future residents of the City to enjoy for generations to come.

G.15. *Maintain and Improve the City’s water and sewer infrastructure, anticipating future need regarding population and regulatory conditions.*

The intent of this annexation and zoning, upon completion, is to execute a multi-parcel land swap between the applicant and the City wherein the City acquires over 80 acres of additional land application area for irrigation of reclaimed wastewater. This action will support the City’s future need for such land.

#### Conclusion:

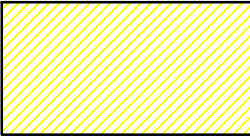

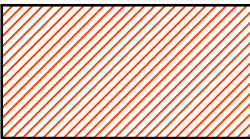
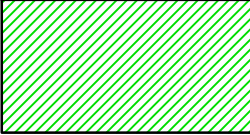
The proposed annexation and zoning is supported by the comprehensive plan as outlined in this narrative. As such, we are requesting approval of the annexation of the property as presented.

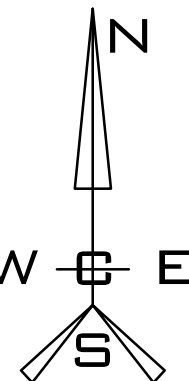
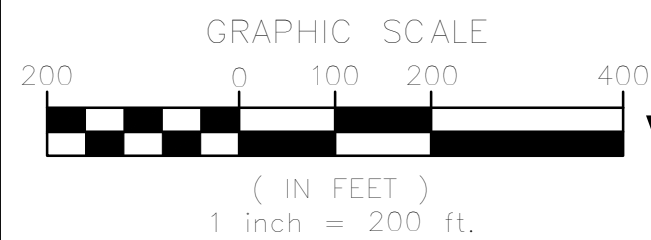
# ZONE MAP AMENDMENT EXHIBIT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



## LEGEND

-  SINGLE FAMILY RESIDENTIAL
-  MULTI FAMILY RESIDENTIAL (8.3 ACRES MAX)
-  NEIGHBORHOOD COMMERCIAL (1.0 ACRE MAX)
-  PARK/OPEN SPACE (5.8 ACRES MIN)



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

PROJ #: 22-2326  
DATE: 12/15/2022  
DRAFTED BY: RK/WAL  
REVIEWED BY: RK

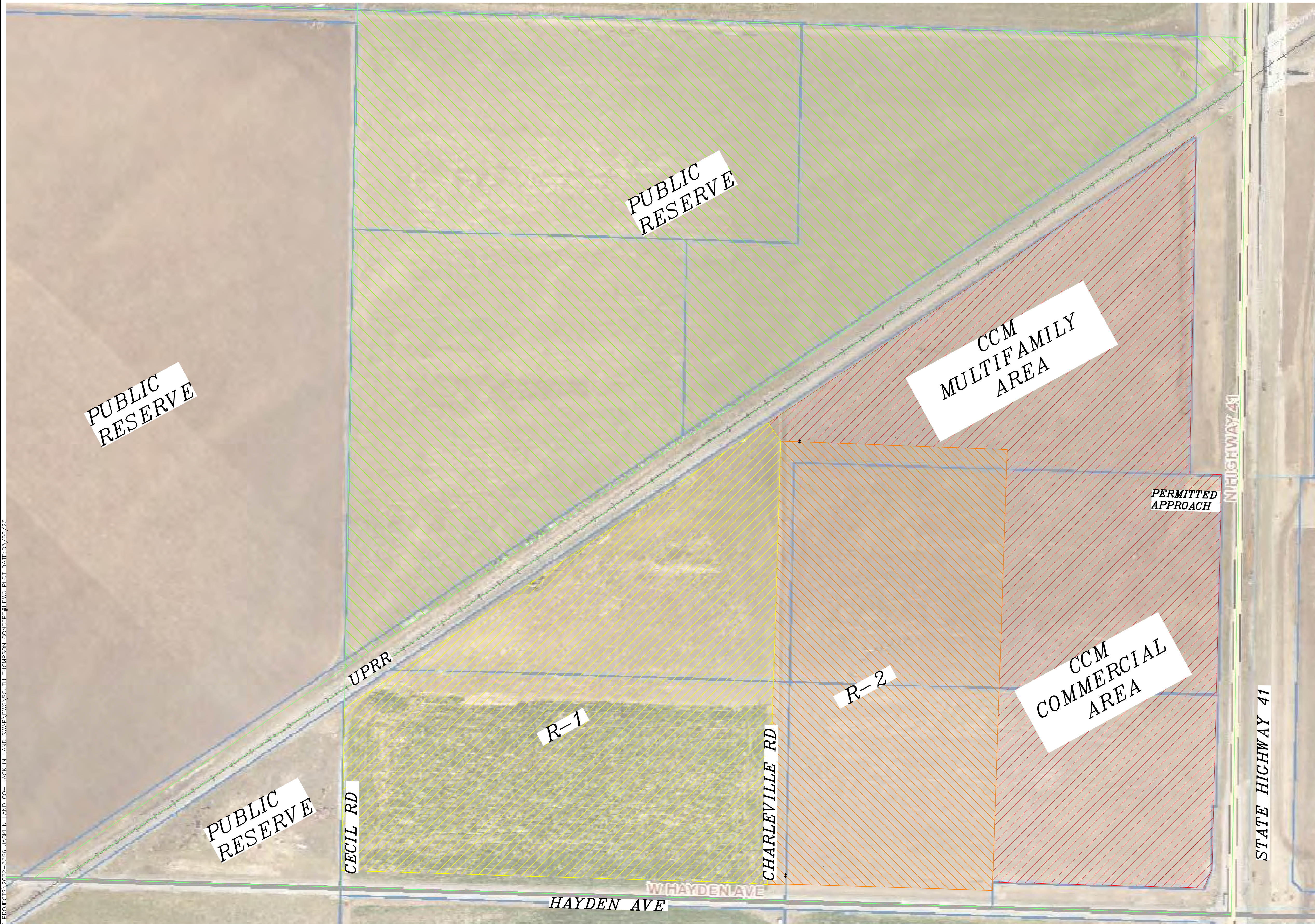
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<input type="checkbox"/>	STRUCTURAL
<input checked="" type="checkbox"/>	SURVEYING
<input type="checkbox"/>	TRAFFIC
<input type="checkbox"/>	PLANNING
<input type="checkbox"/>	LANDSCAPE
<input type="checkbox"/>	OTHER

**NORTH CROWN  
PROPERTY  
ZONE CHANGE EXHIBIT**

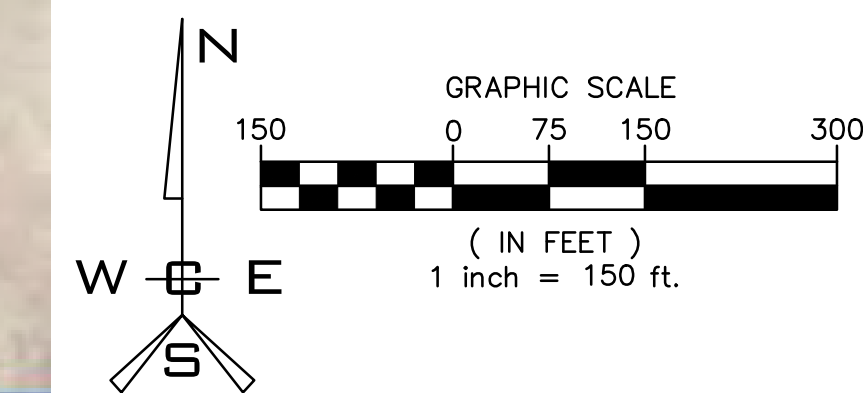
**SHEET  
1 OF 1**

JOB NUMBER  
**22-3326**

SE $\frac{1}{4}$ , SEC.13, T.51N., R.05W., B.M.  
**THOMPSON ANNEXATION  
 CONCEPT DEVELOPMENT PLAN**  
 LOCATED IN THE SE 1/4 OF  
 SEC 13, TOWNSHIP 51N, RANGE 05W, B.M.  
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	COUNTY
EXISTING ZONING	R1/R2/CCM
PROPOSED ZONING	83 ACRES SOUTH OF TRACKS
PROJECT AREA (ac)	TBD
NUMBER OF SF LOTS	TBD
NUMBER OF TOWNHOME LOTS	TBD
NUMBER OF APARTMENT UNITS	240 MAX
CCM ACRAGE	35+/-
AVERAGE LOT AREA (SF)	ROSS POINT
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	KOOTENAI FIRE AND RESCUE
FIRE DEPARTMENT	NAVD 88
DATUM	TBD
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	TO BE DETERMINED
OTHER PURVEYORS	



P:\WCE\_WORK\2022\WCE\_PROJECTS\2022\3326-JACKLIN LAND SWAP\DWG\South Thompson Concept\1.DWG PLOT DATE: 03/06/23

NAV D - 88  
 XXX

NO.	DATE	BY	REVISIONS

**SCALE:**  
 HORIZONTAL:  
 1"=50'  
 VERTICAL:

**PROJ #:** 22-3326  
**DATE:** 10/17/22  
**DRAWN:**  
**REVIEWED:** RDK

CIVIL  
 STRUCTURAL  
 SURVEYING  
 TRAFFIC  
 PLANNING  
 LANDSCAPE  
 OTHER

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

**THOMPSON ANNEXATION  
 CONCEPT DEVELOPMENT PLAN  
 HIGHWAY 41  
 POST FALLS, ID**

**SHEET  
 1 OF 1**  
 JOB NUMBER  
**22-3326**

NORTH CROWN ZONE MAP AMENDMENT LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

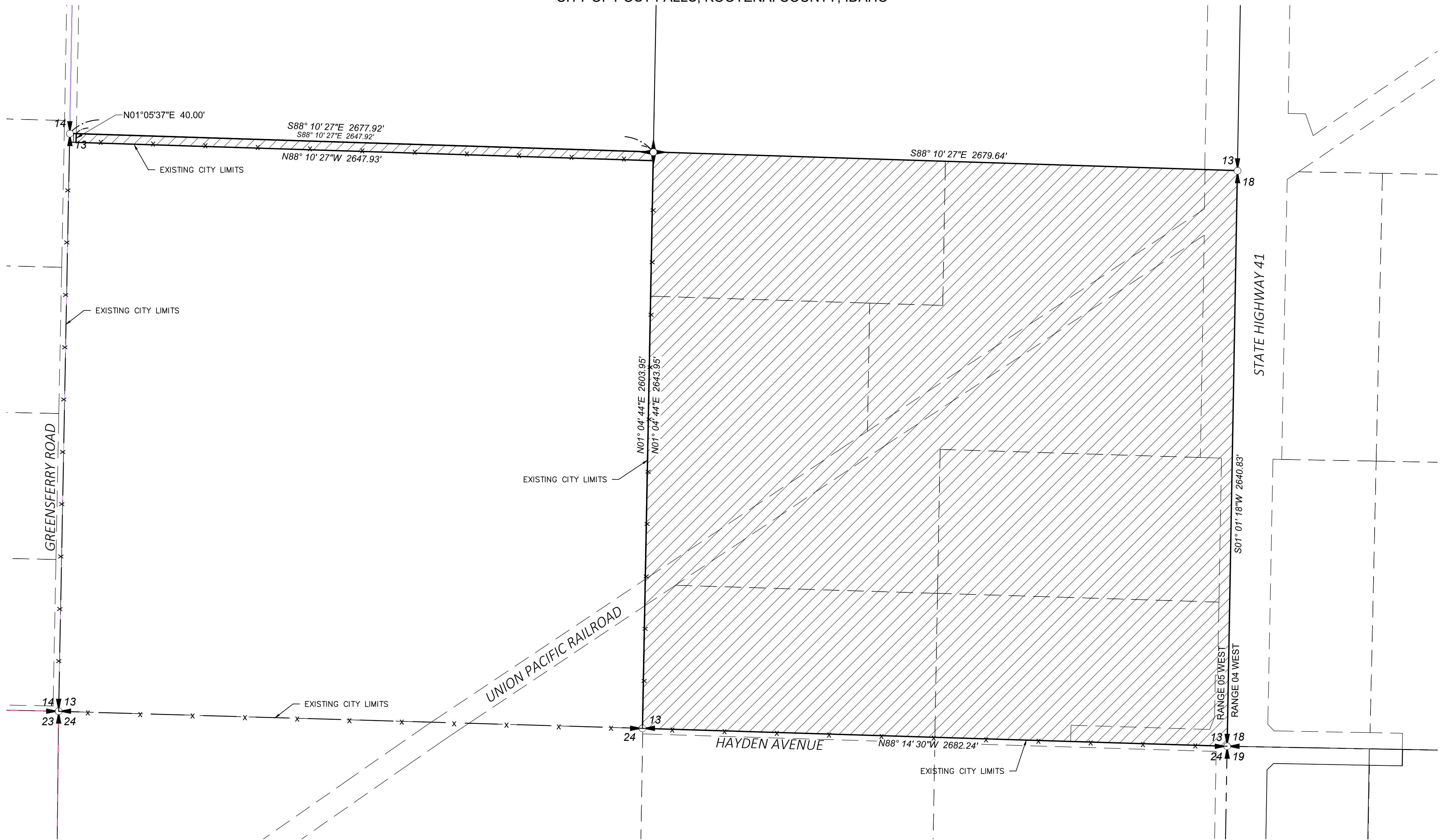
THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 30' THEREOF.

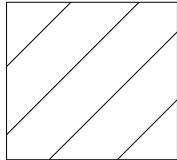
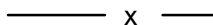

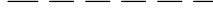



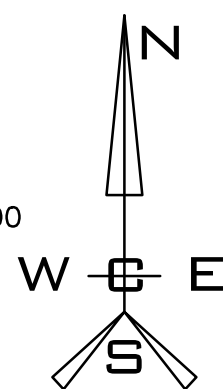
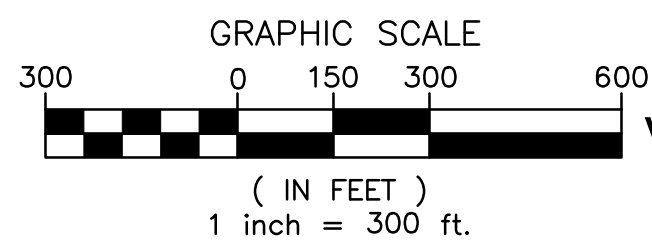
# ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



## LEGEND

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



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

PROJ #: 22-2326  
DATE: 12/15/2022  
DRAFTED BY: RK/WAL  
REVIEWED BY: RK

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

**THOMPSON  
PROPERTY**  
**ANNEXATION EXHIBIT**

**SHEET  
1 OF 1**  
JOB NUMBER  
**22-3326**

# ANNEXATION EXHIBIT

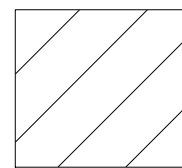
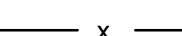

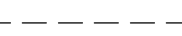
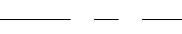
LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

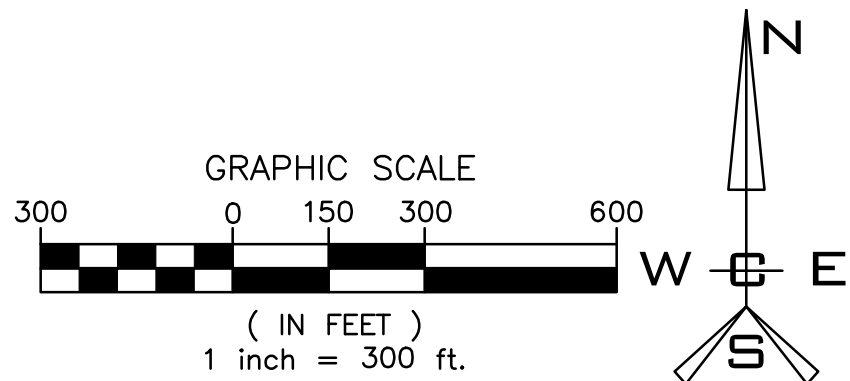
## LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
KOOTENAI COUNTY, IDAHO.  
TOGETHER WITH:  
THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST  
QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.



## LEGEND

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



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

PROJ #: 22-2326  
DATE: 12/15/2022  
DRAFTED BY: RK/WAL  
REVIEWED BY: RK

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

**SATCHWELL  
PROPERTY**  
**ANNEXATION EXHIBIT**

**SHEET  
1 OF 1**  
JOB NUMBER  
**22-3326**



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080

December 16, 2022

To Whom It May Concern:

Until further notice, Jacklin Land Company LLLP hereby authorizes Ray Kimball of Whipple Consulting Engineers to act as its agent and representative for the purposes of submitting annexation requests, rezoning requests, boundary line adjustments, and any other land entitlement application to the City of Post Falls on its behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Stoeser", with a long horizontal flourish extending to the right.

Thomas P. Stoeser, Manager

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Washington corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Commitment No.: 418640

**SCHEDULE A**

Escrow Officer: -  
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement  
with the vested owner identified at Item 4 below.**

**Total:: \$200.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

**City of Post Falls, an Idaho municipal corporation**

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

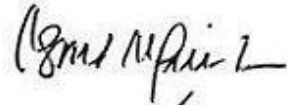
Commonwealth Land Title Insurance Company

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
  - 1. Rights or claims of parties in possession not shown by the Public Records.
  - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - 3. Easements, or claims of easements, not shown by the Public Records.
  - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
  - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
  - 7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.  
  
Parcel No.: P00000222900  
AIN No.: 120581
  - 8. Assessments of the East Greenacres Irrigation District.
  - 9. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Spokane Valley Land and Water Company  
Purpose: Canal, ditch, pipe, tunnel or other mode of carrying water

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Recorded: April 14, 1905

Instrument No.: [Book 10 of Deeds at Page 97](#), records of Kootenai County, Idaho.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Purpose: Wagon roads and irrigation canal  
Recorded: August 27, 1914  
Instrument No.: [Book 57 of Deeds at Page 269](#), records of Kootenai County, Idaho.
  
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: United States of America  
Purpose: Water pipeline or conduit and pipeline turnout  
Recorded: June 28, 1973  
Instrument No.: [Book 262 of Deeds at Page 522](#), records of Kootenai County, Idaho.
  
12. Reservations of all minerals and water rights, and rights relating thereto, and easements for the purpose shown below and rights incidental thereto, as set forth in a document  
Purpose: Driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities  
Recorded: July 20, 1998  
Instrument No.: 1546746, records of Kootenai County, Idaho.
  
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: City of Rathdrum, a political subdivision  
Purpose: Sewer utilities  
Recorded: January 22, 2009  
Instrument No.: [2193460000](#), records of Kootenai County, Idaho.
  
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: City of Rathdrum, a political subdivision  
Purpose: Sewer utilities  
Recorded: January 22, 2009  
Instrument No.: [2193461000](#), records of Kootenai County, Idaho.
  
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Avista Corporation  
Purpose: Gas utilities  
Recorded: May 2, 2014  
Instrument No.: [2454780000](#), records of Kootenai County, Idaho.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Kootenai Electric Cooperative  
Purpose: Electrical distribution line  
Recorded: November 16, 2016  
Instrument No.: [2571772000](#), records of Kootenai County, Idaho.
  
17. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Avista Corporation  
Purpose: Gas line  
Recorded: November 16, 2016  
Instrument No.: [2571773000](#), records of Kootenai County, Idaho.
  
18. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded March 12, 2018 in [Book 30 of Surveys at Page 140](#), and Amended Record of Survey recorded January 22, 2020 in [Book 31 of Surveys at Page 245](#), records of Kootenai County, Idaho, including without limitation those described as follows:
  - A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
  - B. City of Rathdrum 15.00 Wide Sanitary Sewer Line Easement
  - C. Avista Corp 10.00 Foot Wide Gas Line Easement
  - D. 15.00 Foot Wide Joint Utility Easement To Include Kootenai Electric Cooperative Electric Line
  - E. Hayden Ave and Idaho Rd rights of way
  
19. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Avista Corporation  
Purpose: Electric and gas facilities  
Recorded: November 22, 2019  
Instrument No.: [2724233000](#), records of Kootenai County, Idaho.
  
20. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded May 15, 2020 in [Book 31 of Surveys at Page 333](#), records of Kootenai County, Idaho, including without limitation those described as follows:
  - A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
  - B. Hayden Avenue right of way

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

- 21. Easements for and right, title and interest of the public in and to the road rights of way commonly known as Hayden Avenue and Idaho Road, including utilities lying therein or adjacent thereto.

**END OF SCHEDULE B**

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
**SCHEDULE C**

The Land is described as follows:

The Northeast Quarter and the Northwest Quarter, Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that portion conveyed to the Spokane Valley Land and Water Company by Deed recorded April 14, 1905 in Book 10 of Deeds at Page 97, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the United State of America, by Warranty Deed recorded July 24, 1972 in Book 257 at Page 645, and re-recorded July 27, 1972 in Book 257, Page 710, records of Kootenai County, Idaho, described as follows:

All that portion of the Northwest Quarter of the Northwest Quarter of Section 22, Township 51 North, Range 5 West, Boise Meridian, included within the following described tract of land:

Beginning at the Northwest corner of said Section 22 and running thence South 88°58' East, 475.0 feet along the North line of said Section 22;

Thence South 01°14' West, 675.0 feet;

Thence North 88°58' West, 475.0 feet to a point on the west line of said Section 22;

Thence North 01°14' East, 675.0 feet along said West line to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion of the West Half of the Northwest Quarter, Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest corner of said Section 22;

Thence along the West line of said Section 22, South 01°06'12" West a distance of 674.83 feet to the Southwest corner of a parcel of land as described in a Warranty Deed recorded July 24, 1972 in Book 257 at Page 645, and re-recorded July 27, 1972 in Book 257, Page 710, records of Kootenai County, Idaho, said point being the TRUE POINT OF BEGINNING;

Thence along the South and East lines of said Warranty Deed the follows two courses:

1) South 88°57'43" East a distance of 475.00 feet;

2) North 01°06'12" East a distance of 675.00 feet to the North line of said Section 22;

Thence along said North line, South 88°58'58" East a distance of 797.60 feet;

Thence parallel with said West line, South 01°06'12" West, a distance of 2648.37 feet to the South line of said Northwest Quarter;

Thence along said South line, North 88°56'43" West, a distance OF 1272.60 feet to said West line;

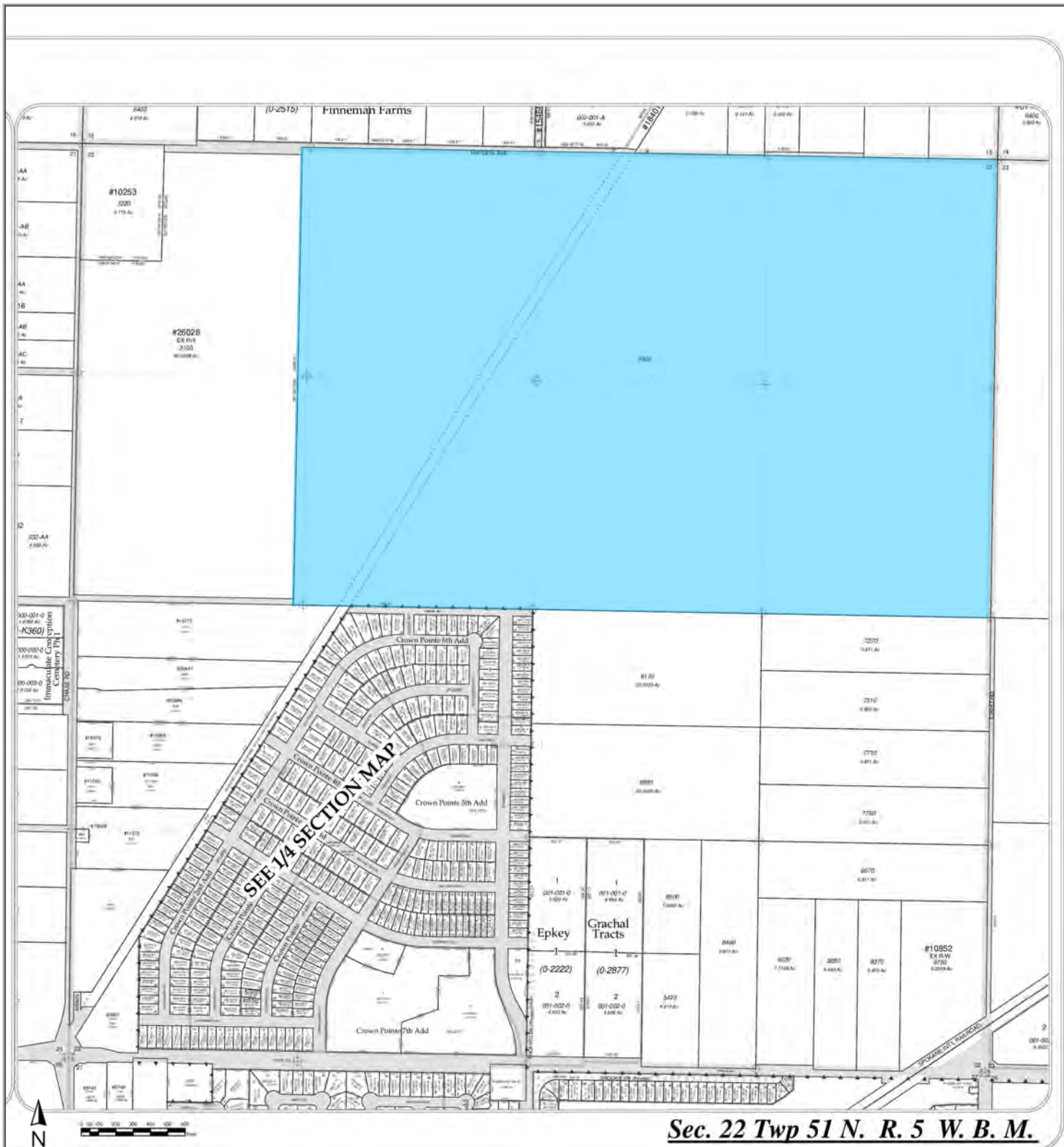
Thence along said West line, North 01°06'12" East, a diatance of 1972.70 feet to the TRUE POINT OF BEGINNING.

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**Sec. 22 Twp 51 N. R. 5 W. B. M.**



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080

December 16, 2022

To Whom It May Concern:

Until further notice, Jacklin Land Company LLLP hereby authorizes Ray Kimball of Whipple Consulting Engineers to act as its agent and representative for the purposes of submitting annexation requests, rezoning requests, boundary line adjustments, and any other land entitlement application to the City of Post Falls on its behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Stoeser", with a long horizontal flourish extending to the right.

Thomas P. Stoeser, Manager

# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## NOTICE

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THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Washington corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I - Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Commitment No.: 418639

**SCHEDULE A**

Escrow Officer: -  
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement  
with the vested owner identified at Item 4 below.**

**Total:: \$200.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

**Jacklin Land Company, LLLP, an Idaho limited liability limited partnership**

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

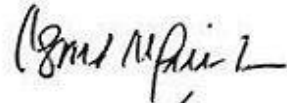
Commonwealth Land Title Insurance Company

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following address to be associated with the Land described herein:

NNA Greensferry Rd  
Post Falls, ID 83854

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
  - 1. Rights or claims of parties in possession not shown by the Public Records.
  - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - 3. Easements, or claims of easements, not shown by the Public Records.
  - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
  - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
  - 7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.
  - 8. An Agreement, including the terms, conditions, covenants, provisions and licenses set forth therein; and a well and pipeline disclosed thereby, and any rights and/or easements related thereto  
Between: Spokane International Railroad Company  
And: Roy C. Satchwell et al  
Recorded: July 6, 1976  
Instrument No.: [704367](#), records of Kootenai County, Idaho

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Avista Corporation  
Purpose: Electric transmission, distribution, communication lines, poles, down guys and anchors  
Recorded: June 23, 2009  
Instrument No.: [2218079000](#), records of Kootenai County, Idaho.
  
10. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded November 19, 2010 in [Book 26 of Surveys at Page 473](#), records of Kootenai County, Idaho, including without limitation those described as follows:
  - A. Greensferry Rd and Spokane Int'l Railroad rights-of-way
  
11. Easements for and right, title and interest of the public in and to the road right of way commonly known as Greensferry Road, including utilities lying therein or adjacent thereto.
  
12. Notwithstanding Paragraph 4 of the insuring clauses of the Policy, the Policy does not insure against loss arising by reason of any lack of a right of access to and from the Land.  
  
Affects that portion of the Land lying North of the railroad right-of-way.

**END OF SCHEDULE B**

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
**SCHEDULE C**

The Land is described as follows:

The South Half of the Northeast Quarter and the North Half of the North Half of the Southeast Quarter of Section 23, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

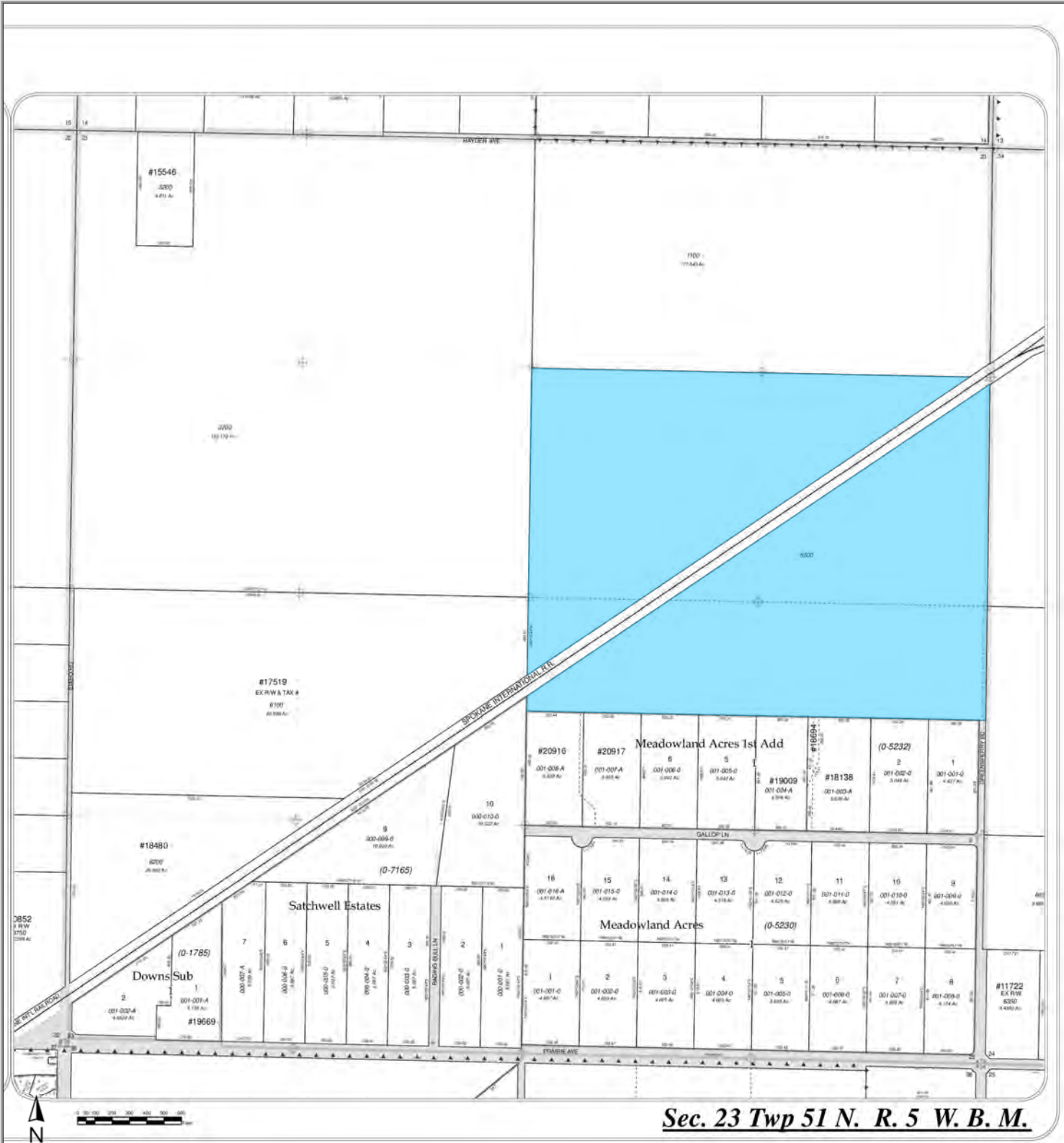
Excepting therefrom any portion lying within the railroad right-of-way.

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**Sec. 23 Twp 51 N. R. 5 W. B. M.**



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a(n) Washington corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions[; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
- 4. COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - (i) comply with the Schedule B, Part I - Requirements;
    - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
  - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

Commitment No.: 418641

**SCHEDULE A**

Escrow Officer: -  
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement  
with the vested owner identified at Item 4 below.**

**Total:: \$200.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

**Jacklin Land Company, LLLP, an Idaho limited liability limited partnership, also shown of record as Jacklin Land Company, an Idaho limited partnership**

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

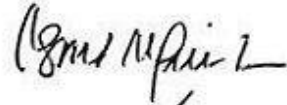
Commonwealth Land Title Insurance Company

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following address to be associated with the Land described herein:

NNA  
Post Falls, ID 83854

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# COMMONWEALTH LAND TITLE INSURANCE COMPANY

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
  2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  3. Easements, or claims of easements, not shown by the Public Records.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
  6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.  
  
Parcel No.: 51N05W137300 (Parcel 1)  
51N05W137900 (Parcel 2)  
51N05W138300 (Parcel 3)  
51N05W135000 (Parcel 4)
  8. A negative easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: State of Idaho  
Purpose: Relocation of all irrigation and drainage ditches and structures and such surface

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

drain ditches as may be necessary to the proper construction of the highway. Grantor agrees that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the real property above described. Grantor further agrees that no advertising or other signs will be permitted closer than 100 feet from the right of way line of the highway.

Recorded: February 27, 1952

Instrument No.: [Book 149 of Deeds at Page 437](#), records of Kootenai County, Idaho.

Partial Quitclaim and Relinquishment of Easement

Recorded: May 27, 1998

Instrument No.: 1539092, records of Kootenai County, Idaho.

Affects Parcel 1.

9. Reservation of water rights as set forth in a Warranty Deed  
Recorded: November 3, 2020  
Instrument No.: [2788806000](#), records of Kootenai County, Idaho.

Affects Parcel 4.

10. Easements for and right, title and interest of the public in and to the road right of way commonly known as Greensferry Road, including utilities lying therein or adjacent thereto.

Affects Parcel 4.

**END OF SCHEDULE B**

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**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
**SCHEDULE C**

The Land is described as follows:

Parcel 1:

That portion of the Northeast Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Together with that portion of the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Excepting therefrom that portion conveyed to the State of Idaho by Warranty Deed recorded April 23, 2021 as Instrument No. 2828510000, records of Kootenai County, Idaho.

Parcel 2:

The North Half of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 3:

That portion of the South Half of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Together with that portion of the North Half of the Southwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Excepting therefrom the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 4:

A parcel of land located within the North Half of the Southwest Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, being a portion of that parcel described in Warranty Deed Instrument Number 1961383, more particularly described as follows:

Commencing at the West Quarter corner of said Section 13, monumented with a 5/8 inch diameter rebar and a 2-1/2 inch diameter aluminum cap marked PLS 10699 inside a monument well as shown on Corner Perpetuation and Filing Instrument 2625184000, from which the Southwest corner of said Section 13, monumented with a 5/8 inch diameter rebar and a 2 inch diameter aluminum cap marked PLS 9367 inside a monument well 8 inches below the asphalt surface as shown on Corner Perpetuation and Filing Instrument 2483795000 bears South

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## COMMONWEALTH LAND TITLE INSURANCE COMPANY

01°06'35" West, 2650.71 feet;

Thence South 87°59'51" East, 17.49 feet along the east-west center section line of said Section 13 to the easterly prescriptive right of way line of Greensferry Road, monumented with a 5/8 inch diameter rebar with a 3 inch diameter zinc cap marked Idaho trans Dept Survey Marker and the Point of Beginning;

Thence departing said easterly right of way line, South 87°59'51" East, 5.00 feet along said east-west center section line to a 5/8 inch diameter rebar and yellow plastic cap marked PLS 5078 witnessing said Greensferry Road easterly right of way line;

Thence South 88°10'52" East, 1316.39 feet continuing along said east-west center section line to the Center-West 1/16th corner monumented with a 5/8 inch diameter rebar and a 2-1/2 inch diameter aluminum cap marked PLS 772;

Thence South 88°10'29" East, 1338.94 feet continuing along said east-west center section line to the Center Quarter corner of said Section 13 monumented with a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker, PLS 11119;

Thence departing said east-west center section line, South 01°04'41" West, 40.00 feet along the north-south center section line of said Section 13 to a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker;

Thence departing said north-south center section line, North 88°10'29" West, 1339.46 feet along a line parallel with and 40.00 feet southerly of said east-west center section line to a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker;

Thence North 88°10'52" West, 1320.84 feet along a line parallel with and 40 feet southerly of said east-west center section line to said Greensferry Road easterly prescriptive right of way line, monumented with a 5/8 inch diameter rebar and 3 inch diameter zinc cap marked Idaho trans Dept Survey Marker;

Thence North 01°02'40" East, along said Greensferry Road easterly prescriptive right of way line, 40.02 feet to the Point of Beginning.

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**Sec. 13 Twp 51 N. R. 5 W. B. M.**



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Thompson Annexation

(File No. ANNX-22-14)

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 Jacklin Land Company, LLLP, an Idaho Limited Liability Limited Partnership also shown of record as Jacklin Land Company, an Idaho Limited Partnership both organized and existing pursuant to the laws of the State of Idaho, with their principal place of business at 4752 W Riverbend Ave., Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP and Jacklin Land Company, (hereinafter collectively 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 bounded by Hayden Avenue, State Highway 41 and the Union Pacific Railroad rail line 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: Concurrent with annexation, Owner agrees to grant to the public water supply provider all water rights associated with the Property, including the transfer of any easements for conveyance of water across the Union Pacific rail line along the northern boundary of the Property.
- 3.1.2. Irrigation Water: Owner agrees to grant to the City a temporary easement allowing an irrigation line to be extended from the existing well located south of Hayden Avenue, to that portion of the Property located north of the Union Pacific railroad line. The City will have the right to use the easement for irrigation for 5 years from the date the Property is annexed or the completion of the Highway 41 and Interstate 90 interchange, whichever is later.
- 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. Owner acknowledges that, at the time of annexation, sanitary sewer service is not available to the Property. 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 sanitary sewer capacity, Owner agrees, at its sole cost, to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve the Property: The parties agree that the City's current Wastewater Collection Master Plan requires that, prior to development of the Property, sanitary sewer would need to be extended to the Property from the existing nearest point of connection, which is located approximately 2.75 miles away near the intersection of Prairie Avenue and Spokane Street. In addition, the Master Plan requires the following additional improvements in order to provide service to the Property:

- 1) Reconstruction of the Fisher Lift Station, which is estimated to occur in 2025.
- 2) Extension of a sewer main in Prairie Avenue connecting to the Fisher Lift Station basin, anticipated to be completed by developers, potentially including the Owner.

The parties agree that the Owner may construct the improvements required by the Wastewater Collection Master Plan (or wait for the completion of those improvements by others) and that the City has no obligation to construct the required wastewater infrastructure to serve the Property.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended to the Property in a more cost manner. The parties agree that any alternative cannot negatively impact future development of other properties within the same sewer basin. Upon approval of the findings of the wastewater collection study by the City, City agrees to modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 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 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 Hayden 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 Hayden Avenue for a total right of way width of 42.5-feet measured from the Section Line.
- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along SH41 to include utilities, sidewalks, and storm drainage.
- 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 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. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
  - 5.2.1. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City's zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300') from the dwelling units intended to be served.
  - 5.2.2. Railroad Fencing: Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the northern boundary of the Property with development of each phase of the Property that abuts the rail line.

#### 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]*

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

By: \_\_\_\_\_  
**Thomas P Stoeser, Manager**

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

**ACKNOWLEDGEMENTS**

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Thomas P. Stoeser** as the **Manager** of **Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)

R-1 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

R-2 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

CCM LEGAL DESCRIPTION

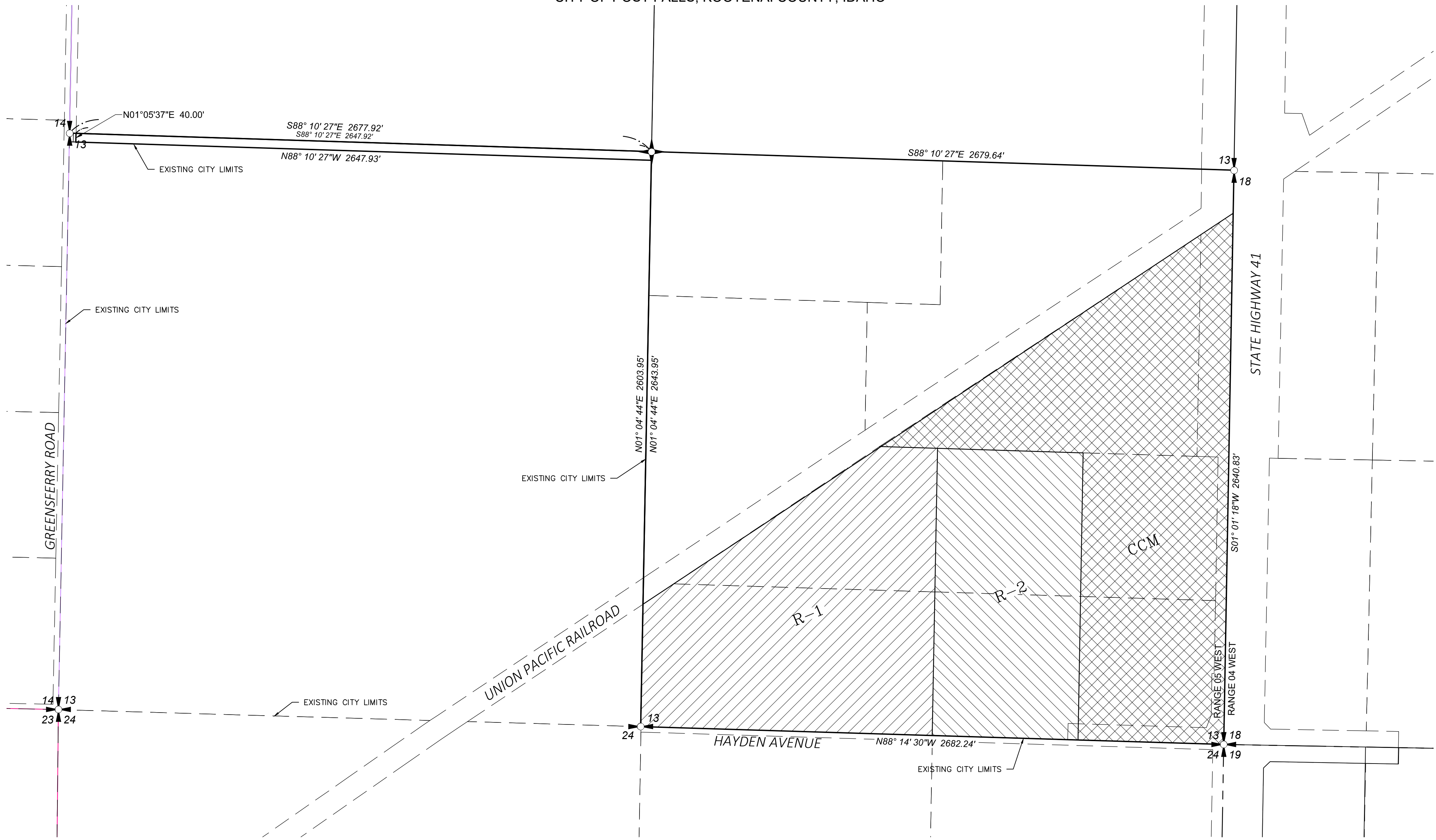
THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13;




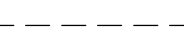

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

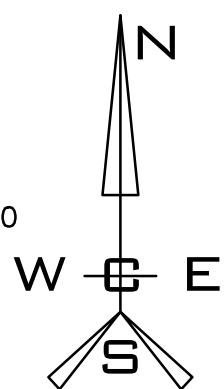
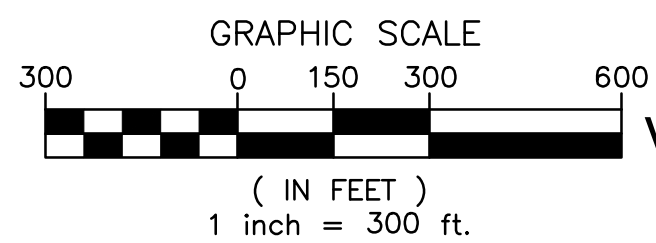
# ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



## LEGEND

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



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

PROJ #: 22-2326  
DATE: 12/15/2022  
DRAFTED BY: RK/WAL  
REVIEWED BY: RK

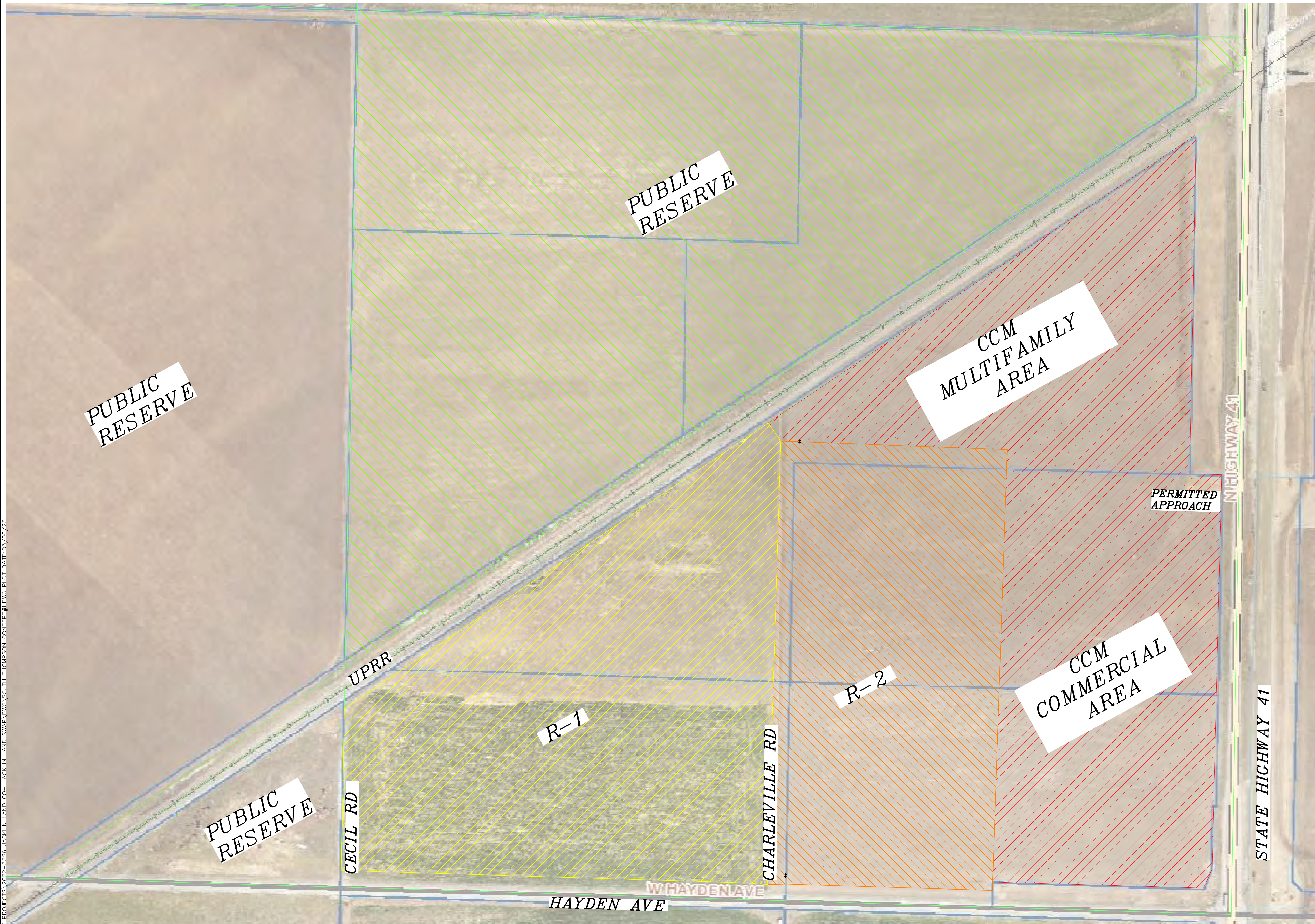
CIVIL
STRUCTURAL
<input checked="" type="checkbox"/> SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

**THOMPSON  
PROPERTY**  
**ANNEXATION EXHIBIT**

**SHEET  
1 OF 1**

JOB NUMBER  
**22-3326**

SE $\frac{1}{4}$ , SEC.13, T.51N., R.05W., B.M.  
**THOMPSON ANNEXATION**  
**CONCEPT DEVELOPMENT PLAN**  
 LOCATED IN THE SE 1/4 OF  
 SEC 13, TOWNSHIP 51N, RANGE 05W, B.M.  
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	COUNTY
EXISTING ZONING	R1/R2/CCM
PROPOSED ZONING	83 ACRES SOUTH OF TRACKS
PROJECT AREA (ac)	TBD
NUMBER OF SF LOTS	TBD
NUMBER OF TOWNHOME LOTS	TBD
NUMBER OF APARTMENT UNITS	240 MAX
CCM ACRAGE	35+/-
AVERAGE LOT AREA (SF)	ROSS POINT
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	KOOTENAI FIRE AND RESCUE
FIRE DEPARTMENT	NAVD 88
DATUM	TBD
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	TO BE DETERMINED
OTHER PURVEYORS	

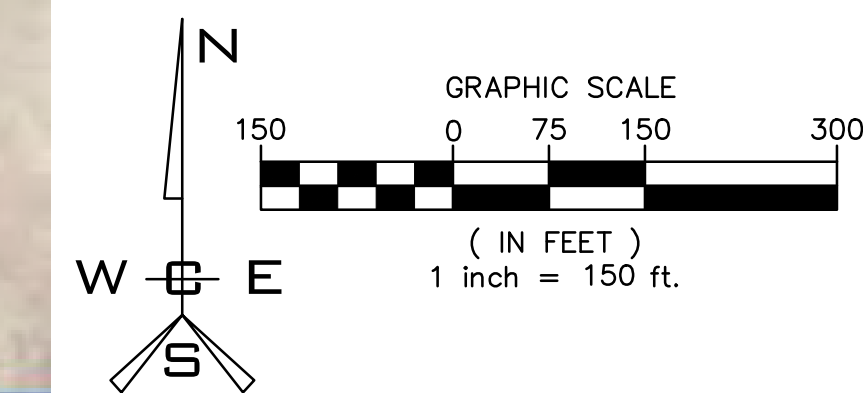


EXHIBIT B

NAV D - 88

NO.	DATE	BY	REVISIONS

**SCALE:**  
 HORIZONTAL:  
 1"=50'  
 VERTICAL:

**PROJ #:** 22-3326  
**DATE:** 10/17/22  
**DRAWN:**  
**REVIEWED:** RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER



**THOMPSON ANNEXATION**  
**CONCEPT DEVELOPMENT PLAN**  
**HIGHWAY 41**  
**POST FALLS, ID**

**SHEET**  
**1 OF 1**  
 JOB NUMBER  
**22-3326**

P:\WCE\_WORK\2022\WCE\_PROJECTS\2022\3326 Jacklin Land Swap\DWG\South Thompson Concept\DWG\_PLOT\_DATE:03/06/23

**ZONING DEVELOPMENT AGREEMENT**  
**North Crown Zone Change (RM)**  
**(File No. ZC-22-7)**

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 **Jacklin Land Company, LLLP**, an Idaho Limited Liability Limited Partnership organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 4752 W Riverbend Ave. Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to rezone from Public Reserve (PR) to Residential Mixed (RM) and develop consistent with this Agreement; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property 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 rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of the Crown Pointe Subdivision, south of Hayden Avenue, and east of Chase Road and is more particularly described in Exhibit “A.”

## ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (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 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. Owner agrees that the grant will be in a form acceptable to the grantee.
- 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 sanitary sewer capacity, Owner agrees to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve Property: Owner acknowledges that, at the time of this Agreement, sanitary sewer service is limited to approximately 150 dwelling units on the Property until such time that the sewer main identified in the Water Reclamation Master Plan, and located to the east of the Property's boundary, is extended from Prairie Avenue to Bodine Avenue. Owner agrees to conduct, and submit to the City for review and approval, a study of existing sewer capacity and sewer collection configuration for the Property prior to development or subdivision of the Property. The parties agree that the collection system for the Property must be designed to allow for sewer to ultimately flow easterly along Bodine Avenue to intersect the City's sewer system as laid out in the Water Reclamation Master Plan.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended in a more cost effective manner. The parties agree that any alternative cannot negatively impact the availability of sewer infrastructure to serve future development of other properties. Upon approval of the findings of the wastewater collection study by the City, City agrees to

modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 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 subdivision or development of the property subject to this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Hayden 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 Hayden Avenue for a total half road right of way width of 42.5 feet measured from the Section Line.
  - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Bodine Avenue to include utilities, sidewalks, and storm drainage.
  - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Bodine Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Bodine Avenue.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

## ARTICLE V. 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 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. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
  - 5.2.1. Double Fronted Lots: Where double fronted single family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along the higher rated roadway to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic on the roadway. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10’) wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City’s street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner’s association must be established to maintain the buffer.
  
  - 5.2.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
  
  - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15’).
  
  - 5.2.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40’) wide. Front loaded duplex lots must be a minimum of fifty feet (50’) wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50’) measured at the front setback line.
  
  - 5.2.5. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City’s zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300’) from the dwelling units intended to be served.

- 5.2.6. Open Space: Each subdivision phase must provide, at minimum, 7% open space to meet the open space requirement for the RM zoning district contained in City Code.
- 5.2.7. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. The parties agree that the required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.
- 5.2.8. Extension of Spokane Street: Owner agrees that Spokane Street will be extended from its current terminus at the southeast corner of the Property to the northeast corner of the Property at Hayden Avenue. Spokane Street will be constructed as a Minor Collector roadway with no single family driveway approaches directly accessing Spokane Street.
- 5.2.9. Traffic Studies: Owner agrees that at the time of submitting a request to subdivide the Property, that Owner will complete a traffic study to evaluate traffic conditions at projected buildout of the Property plus 10 years in order to ascertain the impacts and appropriate mitigation measures for all roadways intersecting Hayden Avenue. The parties agree that if the City has updated its Transportation Master Plan prior to Owner submitting for subdivision approval, the City may waive this requirement.
- 5.2.10. Total Number of Residential Units: Owner agrees that it will construct no more than 525 residential units on the Property.

#### 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.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 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**

**Jacklin Land Company, LLLP**

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

By: \_\_\_\_\_  
**Thomas P. Stoeser, Manager**

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

**ACKNOWLEDGEMENTS**

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on \_\_\_\_\_ by **Thomas P. Stoeser** as the **Manager** of **Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public

(Stamp above)



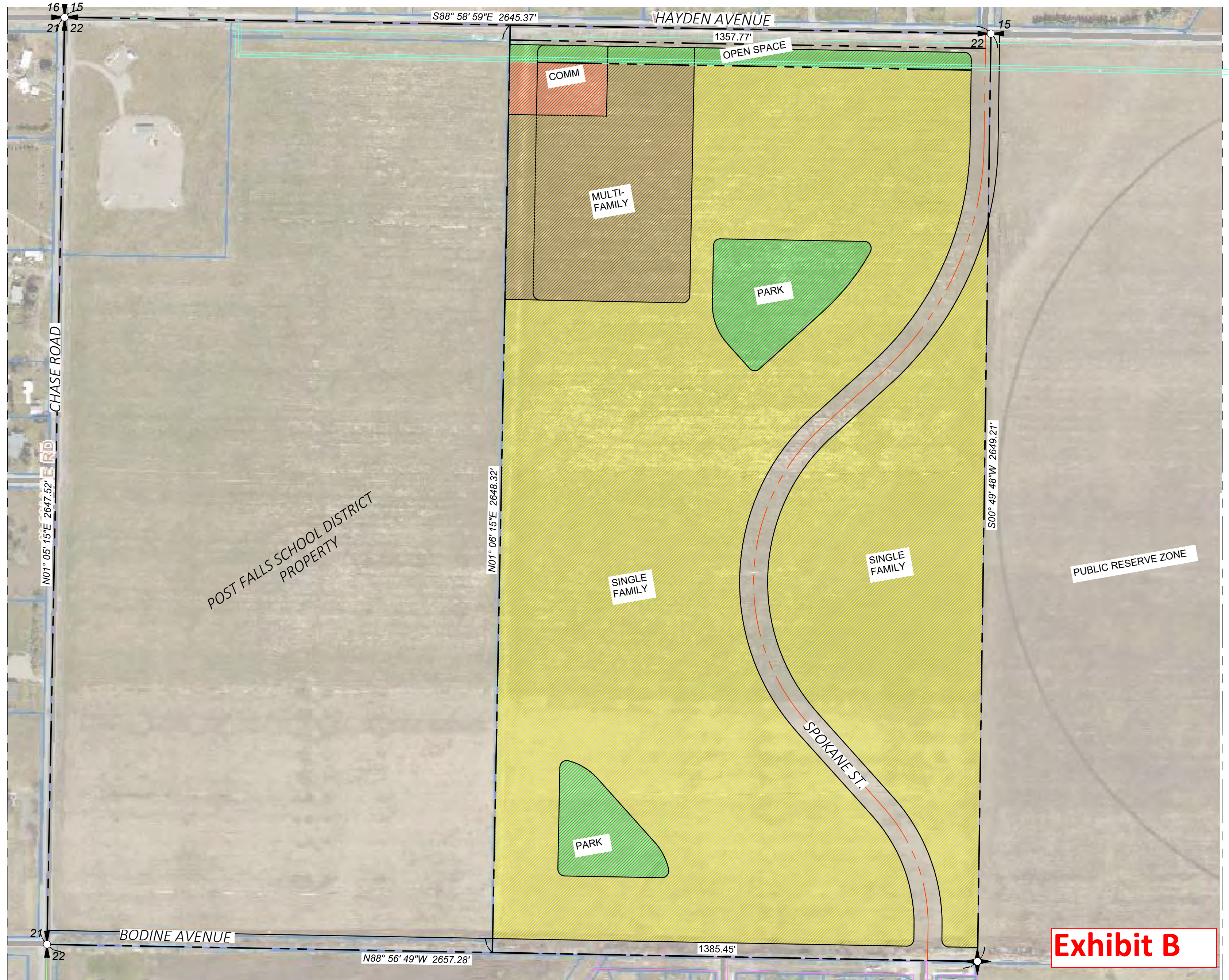
NORTH CROWN ZONE MAP AMENDMENT LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

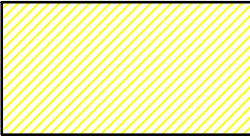
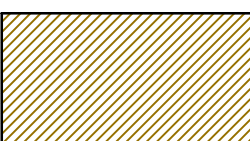
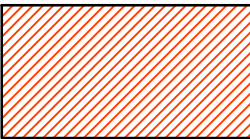
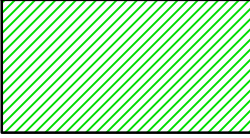
# ZONE MAP AMENDMENT EXHIBIT

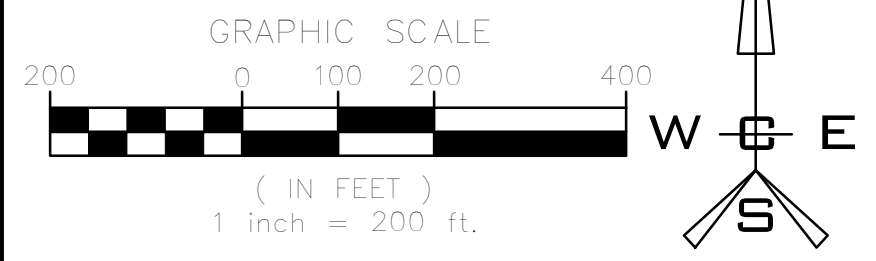
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



**Exhibit B**

## LEGEND

-  SINGLE FAMILY RESIDENTIAL
-  MULTI FAMILY RESIDENTIAL (8.3 ACRES MAX)
-  NEIGHBORHOOD COMMERCIAL (1.0 ACRE MAX)
-  PARK/OPEN SPACE (5.8 ACRES MIN)



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

PROJ #: 22-2326  
DATE: 12/15/2022  
DRAFTED BY: RK/WAL  
REVIEWED BY: RK

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

**NORTH CROWN PROPERTY**  
**ZONE CHANGE EXHIBIT**

**SHEET 1 OF 1**  
JOB NUMBER **22-3326**

P:\WCE\_WORK\2022 WCE PROJECTS\2022-3326 Jacklin Land Swap\DWG\Background West zoning exhibit.dwg, 3/6/2023 9:35:32 AM, DWG To PDF.pc3

## Amber Blanchette

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**From:** Jonathon Manley  
**Sent:** Friday, April 28, 2023 2:24 PM  
**To:** Amber Blanchette  
**Subject:** FW: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7  
**Attachments:** Exhibit PH-2\_JM TS Annex\_N. Crown NTJ NOTICE FORM.pdf

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Friday, April 28, 2023 11:39 AM  
**To:** Jonathon Manley <jmanley@postfalls.gov>  
**Cc:** Sharpe, Mike R <Mike.R.Sharpe@p66.com>; Beadles, Tanner J <Tanner.J.Beadles@p66.com>  
**Subject:** FW: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

**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 John,

I believe we have responded to this previously, but if not, based on the location of the project, there is no impact to YPL ROW and we do not have 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:** Jonathon Manley <jmanley@postfalls.gov>  
**Sent:** Thursday, April 27, 2023 10:41 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@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>; D1Permits <d1permits@itd.idaho.gov>; 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>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.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@postfalls.gov](mailto:jfaulkner@postfalls.gov)>; Jason Kimberling <[jason.kimberling@itd.idaho.gov](mailto:jason.kimberling@itd.idaho.gov)>; Jennifer Poindexter <[jpoindexter@postfalls.gov](mailto:jpoindexter@postfalls.gov)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; [jhofer@kec.com](mailto:jhofer@kec.com); [JHolderman@KEC.com](mailto:JHolderman@KEC.com); Jodi Meyer <[jmeyer@postfallsidaho.org](mailto:jmeyer@postfallsidaho.org)>; John Beacham <[jbeacham@postfalls.gov](mailto:jbeacham@postfalls.gov)>; Jonathon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Judah Lopez <[judah\\_lopez@tranacanaca.com](mailto:judah_lopez@tranacanaca.com)>; Justin Miller <[jmiller@postfalls.gov](mailto:jmiller@postfalls.gov)>; Keeler <[keeler.white@twcable.com](mailto:keeler.white@twcable.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kirk <[Kirk.Hobson@charter.com](mailto:Kirk.Hobson@charter.com)>; Kirk Hobson <[kirk.hobson@twcable.com](mailto:kirk.hobson@twcable.com)>; KMPO <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Kootenai Electric <[mblyton@kec.com](mailto:mblyton@kec.com)>; Kootenai Electric <[mnewcomer@kec.com](mailto:mnewcomer@kec.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie McEnroe <[kristie.mcenroe@deq.idaho.gov](mailto:kristie.mcenroe@deq.idaho.gov)>; Laura Jones <[ljones@postfalls.gov](mailto:ljones@postfalls.gov)>; [lauriep@kootenaifire.com](mailto:lauriep@kootenaifire.com); Lynn Sandsor, AECOM <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Martina <[martina@eastgreenacres.org](mailto:martina@eastgreenacres.org)>; Marvin Fenn <[marvin.fenn@itd.idaho.gov](mailto:marvin.fenn@itd.idaho.gov)>; Matthew Jones, BNSF <[matthew.jones@bnsf.com](mailto:matthew.jones@bnsf.com)>; Media <[media@postfallsidaho.org](mailto:media@postfallsidaho.org)>; Michael Allen <[MAllen@postfallspolice.com](mailto:MAllen@postfallspolice.com)>; Michael Thomas, P.E. <[mthomas@kec.com](mailto:mthomas@kec.com)>; Monica Miller <[momiller@quantatel.com](mailto:momiller@quantatel.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; PFHD <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>; PFPD <[admin@postfallspolice.com](mailto:admin@postfallspolice.com)>; Phillip Evander <[PEvander@kec.com](mailto:PEvander@kec.com)>; Post Falls Chamber <[pam@postfallschamber.com](mailto:pam@postfallschamber.com)>; Preston Hill <[prestonh@postfalls.gov](mailto:prestonh@postfalls.gov)>; Rob Palus <[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Rod CDA Garbage <[Rod@cdagarbage.com](mailto:Rod@cdagarbage.com)>; Ross Point Water <[rosspointwater@frontier.com](mailto:rosspointwater@frontier.com)>; Ryan Goff <[ryan.goff@tdstelecom.com](mailto:ryan.goff@tdstelecom.com)>; Scott Davis <[sdavis@kec.com](mailto:sdavis@kec.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>; Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stacy Simkins <[stacy.simkins@itd.idaho.gov](mailto:stacy.simkins@itd.idaho.gov)>; Stephanie Herman <[sherman@postfalls.gov](mailto:sherman@postfalls.gov)>; Steven Kjergaard <[skjergaard@kcgov.us](mailto:skjergaard@kcgov.us)>; Symone Legg <[symone.legg@itd.idaho.gov](mailto:symone.legg@itd.idaho.gov)>; Teresa Benner <[tbenner@postfalls.gov](mailto:tbenner@postfalls.gov)>; Thomas Gwin <[thomas.gwin@twcable.com](mailto:thomas.gwin@twcable.com)>; Tisha Gallop <[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Towry, Kristie <[kmtowry@bpa.gov](mailto:kmtowry@bpa.gov)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren M <[warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)>; Warren Wilson <[wwilson@postfalls.gov](mailto:wwilson@postfalls.gov)>; Wilson, Ron <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; James Steffensen <[james.steffensen@bannerbank.com](mailto:james.steffensen@bannerbank.com)>; Kevin Ward ([gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)) <[gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Nancy Hampe <[nancyradiantlake@gmail.com](mailto:nancyradiantlake@gmail.com)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Ross Schlotthauer <[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Vicky Jo Carey <[vjcarey@aol.com](mailto:vjcarey@aol.com)>

**Subject:** [EXTERNAL]Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

**This Message Is From an External Sender**

This message came from outside your organization.

Report Suspicious

Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9<sup>th</sup> for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17<sup>th</sup>. The draft staff report is on the city's website.

Thanks,

Jon Manley  
Planning Manager  
208.457.3344  
[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)

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## Amber Blanchette

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**From:** Jonathon Manley  
**Sent:** Thursday, April 27, 2023 3:39 PM  
**To:** Amber Blanchette  
**Subject:** FW: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

**From:** Ryan Johnsen <rjohnsen@phd1.idaho.gov>  
**Sent:** Thursday, April 27, 2023 3:38 PM  
**To:** Jonathon Manley <jmanley@postfalls.gov>  
**Subject:** RE: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

**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.

Thanks for the notice.

My role with Panhandle Health District is permitting subsurface sewage disposal systems. The documents attached show this development as being serviced by Post Falls Sewer District and drinking water from Ross Point. I do not have any comments or input since the development is serviced by the sewer district and the water supplied by a water district. During the platting process I will require the will serve letters from both districts as well as the engineering approvals for infrastructure extensions from their QLPE's or DEQ.

Thank You,

Ryan Johnsen, REHS  
Environmental Health Specialist  
Panhandle Health District  
8500 N Atlas Rd  
Hayden, ID 83835  
208-415-5209

**From:** Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>  
**Sent:** Thursday, April 27, 2023 10:20 AM  
**To:** Ryan Johnsen <[rjohnsen@phd1.idaho.gov](mailto:rjohnsen@phd1.idaho.gov)>  
**Subject:** FW: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

**From:** Jonathon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>  
**Sent:** Thursday, April 27, 2023 9:41 AM  
**To:** Ali Marienau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Andy Obermueller <[aobermueller@cdapress.com](mailto:aobermueller@cdapress.com)>;  
[audie.neuson@williams.com](mailto:audie.neuson@williams.com); Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Bill Melvin <[bmelvin@postfalls.gov](mailto:bmelvin@postfalls.gov)>; Bill Roberson <[william.roberson@itd.idaho.gov](mailto:william.roberson@itd.idaho.gov)>; Brittany Stottlemire <[brittany.stottlemire@avistacorp.com](mailto:brittany.stottlemire@avistacorp.com)>; CDA

GARBAGE <[jennifer@cdagarbage.com](mailto:jennifer@cdagarbage.com)>; CDA Press <[BBLITZ@cdapress.com](mailto:BBLITZ@cdapress.com)>; Chad Polak <[Chad.M.Polak@p66.com](mailto:Chad.M.Polak@p66.com)>; Charles Lane <[Charles.Lane@charter.com](mailto:Charles.Lane@charter.com)>; CHARTER <[DLwest-pnw-construction@charter.com](mailto:DLwest-pnw-construction@charter.com)>; Chris Riedeman <[criedeman@kec.com](mailto:criedeman@kec.com)>; D1Permits <[d1permits@itd.idaho.gov](mailto:d1permits@itd.idaho.gov)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dana Marsh <[dana.marsh@tdstelecom.com](mailto:dana.marsh@tdstelecom.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David Fair <[dfair@postfalls.gov](mailto:dfair@postfalls.gov)>; David Sauer (ZiPLY) <[david.sauer@ziPLY.com](mailto:david.sauer@ziPLY.com)>; Dena Naccarato <[dnaccarato@273.com](mailto:dnaccarato@273.com)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Dewey, Kristina <[kristina.a.dewey@usps.gov](mailto:kristina.a.dewey@usps.gov)>; Diane URA <[dianepfura@gmail.com](mailto:dianepfura@gmail.com)>; Dylan Owens <[dylan.owens@tdstelecom.com](mailto:dylan.owens@tdstelecom.com)>; Ellen Smith <[ellen.smith@itd.idaho.gov](mailto:ellen.smith@itd.idaho.gov)>; Erik Ketner <[EKetner@phd1.idaho.gov](mailto:EKetner@phd1.idaho.gov)>; Erin Butler <[ebutler@sd273.com](mailto:ebutler@sd273.com)>; Ethan Porter <[eporter@postfalls.gov](mailto:eporter@postfalls.gov)>; Field Herrington <[fherrington@postfalls.gov](mailto:fherrington@postfalls.gov)>; Greta Gissel <[greta@connectkootenai.org](mailto:greta@connectkootenai.org)>; Heidi <[heidig@inlander.com](mailto:heidig@inlander.com)>; Heidi Varney <[hvarney@postfallsidaho.org](mailto:hvarney@postfallsidaho.org)>; J Mcmillin <[jmcmillin@postfallspolice.com](mailto:jmcmillin@postfallspolice.com)>; Jacob Bell <[jacob.bell@tdstelecom.com](mailto:jacob.bell@tdstelecom.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jason Faulkner <[jfaulkner@postfalls.gov](mailto:jfaulkner@postfalls.gov)>; Jason Kimberling <[jason.kimberling@itd.idaho.gov](mailto:jason.kimberling@itd.idaho.gov)>; Jennifer Poindexter <[jpoindexter@postfalls.gov](mailto:jpoindexter@postfalls.gov)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <[jmeyer@postfallsidaho.org](mailto:jmeyer@postfallsidaho.org)>; John Beacham <[jbeacham@postfalls.gov](mailto:jbeacham@postfalls.gov)>; Jonathon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Judah Lopez <[judah\\_lopez@tranacanaca.com](mailto:judah_lopez@tranacanaca.com)>; Justin Miller <[jmiller@postfalls.gov](mailto:jmiller@postfalls.gov)>; Keeler <[keeler.white@twcable.com](mailto:keeler.white@twcable.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kirk <[Kirk.Hobson@charter.com](mailto:Kirk.Hobson@charter.com)>; Kirk Hobson <[kirk.hobson@twcable.com](mailto:kirk.hobson@twcable.com)>; KMPO <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Kootenai Electric <[mblyton@kec.com](mailto:mblyton@kec.com)>; Kootenai Electric <[mnewcomer@kec.com](mailto:mnewcomer@kec.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie McEnroe <[kristie.mcenroe@deq.idaho.gov](mailto:kristie.mcenroe@deq.idaho.gov)>; Laura Jones <[ljones@postfalls.gov](mailto:ljones@postfalls.gov)>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Martina <[martina@eastgreenacres.org](mailto:martina@eastgreenacres.org)>; Marvin Fenn <[marvin.fenn@itd.idaho.gov](mailto:marvin.fenn@itd.idaho.gov)>; Matthew Jones, BNSF <[matthew.jones@bnsf.com](mailto:matthew.jones@bnsf.com)>; Media <[media@postfallsidaho.org](mailto:media@postfallsidaho.org)>; Michael Allen <[MAllen@postfallspolice.com](mailto:MAllen@postfallspolice.com)>; Michael Thomas, P.E. <[mthomas@kec.com](mailto:mthomas@kec.com)>; Monica Miller <[momiller@quantatelcom.com](mailto:momiller@quantatelcom.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; PFHD <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>; PFPD <[admin@postfallspolice.com](mailto:admin@postfallspolice.com)>; Phillip Evander <[PEvander@kec.com](mailto:PEvander@kec.com)>; Post Falls Chamber <[pam@postfallschamber.com](mailto:pam@postfallschamber.com)>; Preston Hill <[prestonh@postfalls.gov](mailto:prestonh@postfalls.gov)>; Rob Palus <[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Rod CDA Garbage <[Rod@cdagarbage.com](mailto:Rod@cdagarbage.com)>; Ross Point Water <[rosspointwater@frontier.com](mailto:rosspointwater@frontier.com)>; Ryan Goff <[ryan.goff@tdstelecom.com](mailto:ryan.goff@tdstelecom.com)>; Scott Davis <[sdavis@kec.com](mailto:sdavis@kec.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>; Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stacy Simkins <[stacy.simkins@itd.idaho.gov](mailto:stacy.simkins@itd.idaho.gov)>; Stephanie Herman <[sherman@postfalls.gov](mailto:sherman@postfalls.gov)>; Steven Kjergaard <[skjergaard@kcgov.us](mailto:skjergaard@kcgov.us)>; Symone Legg <[symone.legg@itd.idaho.gov](mailto:symone.legg@itd.idaho.gov)>; Teresa Benner <[tbenner@postfalls.gov](mailto:tbenner@postfalls.gov)>; Thomas Gwin <[thomas.gwin@twcable.com](mailto:thomas.gwin@twcable.com)>; Tisha Gallop <[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Towry, Kristie <[kmtowry@bpa.gov](mailto:kmtowry@bpa.gov)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren M <[warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)>; Warren Wilson <[wwilson@postfalls.gov](mailto:wwilson@postfalls.gov)>; Wilson, Ron <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; James Steffensen <[james.steffensen@bannerbank.com](mailto:james.steffensen@bannerbank.com)>; Kevin Ward ([gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)) <[gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Nancy Hampe <[nancyradiantlake@gmail.com](mailto:nancyradiantlake@gmail.com)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Ross Schlotthauer <[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Vicky Jo Carey <[vjcarey@aol.com](mailto:vjcarey@aol.com)>

**Subject:** Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

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Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9<sup>th</sup> for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17<sup>th</sup>. The draft staff report is on the city's website.

Thanks,

Jon Manley



## DEQ Response to Request for Environmental Comment

Date: May 2, 2023  
Agency Requesting Comments: City of Post Falls  
Date Request Received: April 21, 2023  
Applicant/Description: ANNX-22-14/ZC-22-7

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

### 1. Air Quality

- **Fugitive Dust** - The City should consider requiring reasonable controls on fugitive dust emitting activity during all phases of the project (including but not limited to; roadway construction, vehicle traffic on unpaved roads, land clearing activity, topsoil management, vegetation management). All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - During the land clearing and construction phases of the project the applicant should consider alternatives to open burning of the vegetative debris that is generated. Mechanical processing of land clearing debris avoids generating smoke and offers the greatest flexibility for timely project progress. Mechanical processing is not required by DEQ however.
- **Open Burning** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in the Idaho Department of Lands regulation IDAPA 20.02.01.071.03 and DEQ's regulation IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required. The City should consider requiring a smoke management plan be developed if open burning is used on this project.

- **Construction Debris** - The City should consider requiring a project plan that commits to the proper disposal of demolition and construction debris. Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with state solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.

## **2. Wastewater**

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208)769-1422.

## **3. Drinking Water**

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.



All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

#### 4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
  - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
  - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
  - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
  - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
  - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
  - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>

- US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

## 5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

#### **6. Additional Notes**

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.  
For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene

## Amber Blanchette

---

**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Tuesday, May 9, 2023 12:20 PM  
**To:** Jonathon Manley; Amber Blanchette  
**Subject:** RE: Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s)  
ANNX-22-14/ZC-22-7

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Post Falls Highway District request the City of Post Falls Annex to the Northern Right-of-Way boundary on area 1; the Southern Right-of-Way boundary of area 5; the Eastern Right-of-Way boundary of area 3. Post Falls Highway District request the developer enter into a Road Development Agreement for any future improvements for the Post Falls Highway District roadways.



Jonie Anderson  
Administrative Assistant  
Post Falls Highway District  
p 208.765.3717

[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** [contactus@postfallshd.com](mailto:contactus@postfallshd.com) <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)> **On Behalf Of** Jonathon Manley  
**Sent:** Thursday, April 27, 2023 9:41 AM  
**To:** Ali Marienau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Andy Obermueller <[aobermueller@cdapress.com](mailto:aobermueller@cdapress.com)>;  
[audie.neuson@williams.com](mailto:audie.neuson@williams.com); Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Bill Melvin <[bmelvin@postfalls.gov](mailto:bmelvin@postfalls.gov)>; Bill  
Roberson <[william.roberson@itd.idaho.gov](mailto:william.roberson@itd.idaho.gov)>; Brittany Stottlemire <[brittany.stottlemire@avistacorp.com](mailto:brittany.stottlemire@avistacorp.com)>; CDA  
GARBAGE <[jennifer@cdagarbage.com](mailto:jennifer@cdagarbage.com)>; CDA Press <[BBLITZ@cdapress.com](mailto:BBLITZ@cdapress.com)>; Chad Polak <[Chad.M.Polak@p66.com](mailto:Chad.M.Polak@p66.com)>;  
Charles Lane <[Charles.Lane@charter.com](mailto:Charles.Lane@charter.com)>; CHARTER <[DLwest-pnw-construction@charter.com](mailto:DLwest-pnw-construction@charter.com)>; Chris Riedeman  
<[criedeman@kec.com](mailto:criedeman@kec.com)>; D1Permits <[d1permits@itd.idaho.gov](mailto:d1permits@itd.idaho.gov)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden  
<[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dana Marsh <[dana.marsh@tdstelecom.com](mailto:dana.marsh@tdstelecom.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David  
Fair <[dfair@postfalls.gov](mailto:dfair@postfalls.gov)>; David Sauer (ZiPLY) <[david.sauer@ziPLY.com](mailto:david.sauer@ziPLY.com)>; Dena Naccarato <[dnaccarato@273.com](mailto:dnaccarato@273.com)>;  
Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Dewey, Kristina <[kristina.a.dewey@usps.gov](mailto:kristina.a.dewey@usps.gov)>; Diane URA  
<[dianepfura@gmail.com](mailto:dianepfura@gmail.com)>; Dylan Owens <[dylan.owens@tdstelecom.com](mailto:dylan.owens@tdstelecom.com)>; Ellen Smith <[ellen.smith@itd.idaho.gov](mailto:ellen.smith@itd.idaho.gov)>;

Erik Ketner <[eketner@phd1.idaho.gov](mailto:eketner@phd1.idaho.gov)>; Erin Butler <[ebutler@sd273.com](mailto:ebutler@sd273.com)>; Ethan Porter <[eporter@postfalls.gov](mailto:eporter@postfalls.gov)>; Field Herrington <[fherrington@postfalls.gov](mailto:fherrington@postfalls.gov)>; Greta Gissel <[greta@connectkootenai.org](mailto:greta@connectkootenai.org)>; Heidi <[heidig@inlander.com](mailto:heidig@inlander.com)>; Heidi Varney <[hvarney@postfallsidaho.org](mailto:hvarney@postfallsidaho.org)>; J Mcmillin <[jmcmillin@postfallspolice.com](mailto:jmcmillin@postfallspolice.com)>; Jacob Bell <[jacob.bell@tdstelecom.com](mailto:jacob.bell@tdstelecom.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jason Faulkner <[jfaulkner@postfalls.gov](mailto:jfaulkner@postfalls.gov)>; Jason Kimberling <[jason.kimberling@itd.idaho.gov](mailto:jason.kimberling@itd.idaho.gov)>; Jennifer Poindexter <[jpoindexter@postfalls.gov](mailto:jpoindexter@postfalls.gov)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; [jhofer@kec.com](mailto:jhofer@kec.com); JHolderman@KEC.com; Jodi Meyer <[jmeyer@postfallsidaho.org](mailto:jmeyer@postfallsidaho.org)>; John Beacham <[jbeacham@postfalls.gov](mailto:jbeacham@postfalls.gov)>; Jonathon Manley <[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)>; Judah Lopez <[judah\\_lopez@tranacanaca.com](mailto:judah_lopez@tranacanaca.com)>; Justin Miller <[jmiller@postfalls.gov](mailto:jmiller@postfalls.gov)>; Keeler <[keeler.white@twcable.com](mailto:keeler.white@twcable.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kirk <[Kirk.Hobson@charter.com](mailto:Kirk.Hobson@charter.com)>; Kirk Hobson <[kirk.hobson@twcable.com](mailto:kirk.hobson@twcable.com)>; KMPO <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Kootenai Electric <[mblyton@kec.com](mailto:mblyton@kec.com)>; Kootenai Electric <[mnewcomer@kec.com](mailto:mnewcomer@kec.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie McEnroe <[kristie.mcenroe@deq.idaho.gov](mailto:kristie.mcenroe@deq.idaho.gov)>; Laura Jones <[ljones@postfalls.gov](mailto:ljones@postfalls.gov)>; [lauriep@kootenaifire.com](mailto:lauriep@kootenaifire.com); Lynn Sandsor, AECOM <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Martina <[martina@eastgreenacres.org](mailto:martina@eastgreenacres.org)>; Marvin Fenn <[marvin.fenn@itd.idaho.gov](mailto:marvin.fenn@itd.idaho.gov)>; Matthew Jones, BNSF <[matthew.jones@bnsf.com](mailto:matthew.jones@bnsf.com)>; Media <[media@postfallsidaho.org](mailto:media@postfallsidaho.org)>; Michael Allen <[MAllen@postfallspolice.com](mailto:MAllen@postfallspolice.com)>; Michael Thomas, P.E. <[mthomas@kec.com](mailto:mthomas@kec.com)>; Monica Miller <[momiller@quantatelcom.com](mailto:momiller@quantatelcom.com)>; Naomi Tierney <[ntierney@postfalls.gov](mailto:ntierney@postfalls.gov)>; PFHD <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>; PFPD <[admin@postfallspolice.com](mailto:admin@postfallspolice.com)>; Phillip Evander <[PEvander@kec.com](mailto:PEvander@kec.com)>; Post Falls Chamber <[pam@postfallschamber.com](mailto:pam@postfallschamber.com)>; Preston Hill <[prestonh@postfalls.gov](mailto:prestonh@postfalls.gov)>; Rob Palus <[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)>; Robert Seale <[rseale@postfalls.gov](mailto:rseale@postfalls.gov)>; Rod CDA Garbage <[Rod@cdagarbage.com](mailto:Rod@cdagarbage.com)>; Ross Point Water <[rosspointwater@frontier.com](mailto:rosspointwater@frontier.com)>; Ryan Goff <[ryan.goff@tdstelecom.com](mailto:ryan.goff@tdstelecom.com)>; Scott Davis <[sdavis@kec.com](mailto:sdavis@kec.com)>; Shannon Howard <[showard@postfalls.gov](mailto:showard@postfalls.gov)>; Shelly Enderud <[senderud@postfalls.gov](mailto:senderud@postfalls.gov)>; Stacy Simkins <[stacy.simkins@itd.idaho.gov](mailto:stacy.simkins@itd.idaho.gov)>; Stephanie Herman <[sherman@postfalls.gov](mailto:sherman@postfalls.gov)>; Steven Kjergaard <[skjergaard@kcgov.us](mailto:skjergaard@kcgov.us)>; Symone Legg <[symone.legg@itd.idaho.gov](mailto:symone.legg@itd.idaho.gov)>; Teresa Benner <[tbenner@postfalls.gov](mailto:tbenner@postfalls.gov)>; Thomas Gwin <[thomas.gwin@twcable.com](mailto:thomas.gwin@twcable.com)>; Tisha Gallop <[tgallop@postfalls.gov](mailto:tgallop@postfalls.gov)>; Towry, Kristie <[kmtowry@bpa.gov](mailto:kmtowry@bpa.gov)>; Wade Meyer <[wmeyer@postfalls.gov](mailto:wmeyer@postfalls.gov)>; Warren M <[warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)>; Warren Wilson <[wwilson@postfalls.gov](mailto:wwilson@postfalls.gov)>; Wilson, Ron <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; James Steffensen <[james.steffensen@bannerbank.com](mailto:james.steffensen@bannerbank.com)>; Kevin Ward ([gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)) <[gatheredfamilyrestaurant@gmail.com](mailto:gatheredfamilyrestaurant@gmail.com)>; Kibbee Walton <[kibbee@artisanportrait.com](mailto:kibbee@artisanportrait.com)>; Nancy Hampe <[nancyradiantlake@gmail.com](mailto:nancyradiantlake@gmail.com)>; Ray Kimball <[rkimball@whipplece.com](mailto:rkimball@whipplece.com)>; Ross Schlotthauer <[ross@burlyproducts.com](mailto:ross@burlyproducts.com)>; Vicky Jo Carey <[vicarey@aol.com](mailto:vicarey@aol.com)>

**Subject:** Thompson/Satchwell \* N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9<sup>th</sup> for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17<sup>th</sup>. The draft staff report is on the city's website.

Thanks,

Jon Manley  
Planning Manager  
208.457.3344  
[jmanley@postfalls.gov](mailto:jmanley@postfalls.gov)

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The City of Post Falls has changed our domain to [POSTFALLS.GOV](http://POSTFALLS.GOV). Please adjust your contacts/links.

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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.

# Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way  
Post Falls, ID 83854  
Tel: 208-777-8500  
Fax: 208-777-1569  
www.kootenaifire.com

May 10, 2023

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

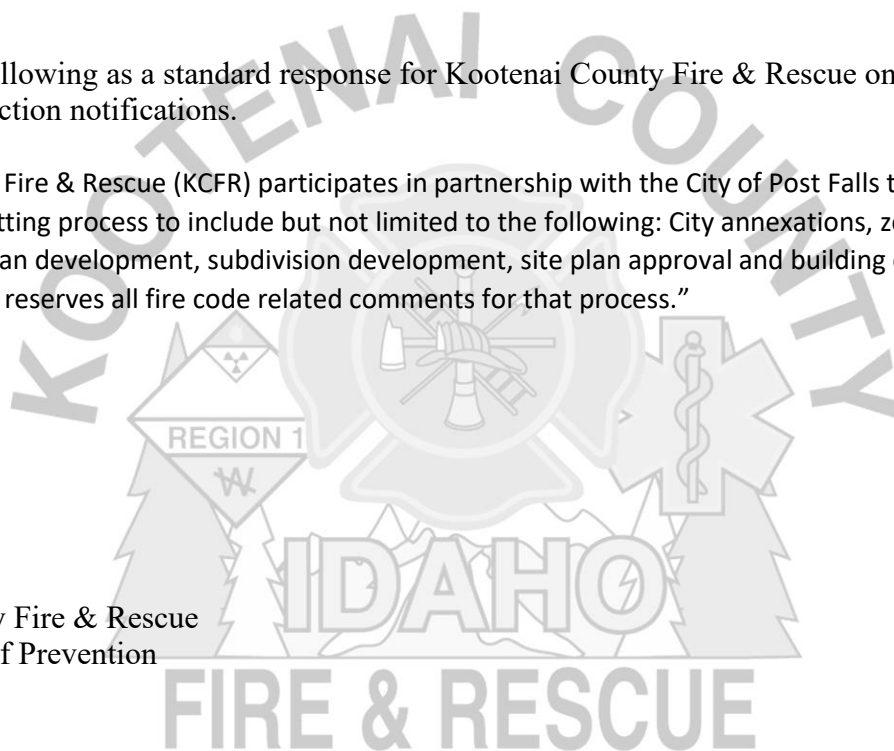
Amber,

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





**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)

May 11, 2023

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 generally remains neutral regarding developments. However, in this case, the proposed RM zoning north of the Crown Point Subdivision would complement the school district’s plans for future school facilities on the district owned land to the west.

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 2022-2023 school year is listed below. The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

School	2022-2023 Enrollment	Building Capacity
Greensferry Elementary	417	525
Mullan Trail Elementary	363	500
Ponderosa Elementry	398	570
Prairie View Elementary	397	525
Seltice Elementary	423	560
Treaty Rock Elementary	469	525
West Ridge Elementary	441	525
Post Falls Middle School	772	920

***Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.***

River City Middle School	568	750
Post Falls High School	1483	1800
New Vision High School	167	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator



## Amber Blanchette

---

**From:** Dina West <dinabwest@gmail.com>  
**Sent:** Tuesday, May 9, 2023 7:13 PM  
**To:** Public Hearing Notice  
**Subject:** Open Space North of Crown Pointe

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I'm writing to you because I'm concerned about the possible change in zoning and future development of the land north of the Crown Pointe Development. I live on Spokane Street in the Crowne Pointe community and I wanted to let you know of some of my concerns. Ever since the traffic circle was put on the intersection of Prairie & Spokane Street, people regularly speed up Spokane Street from Prairie, even though the limit is 25mph and there is a City park on the street. This was not the case before the new intersection was installed. I have concerns that if Spokane Street is expanded further, the problem will be worse with more traffic and noise and it might make it dangerous for the children and families enjoying the park.

There is also a parking issue in the winter with the Crown Pointe apartments. There are too many cars parked on Spokane Street and in the winter, it is tight going down Spokane Street to Prairie. Depending on the snow, there is not much room for two cars to pass each other on the street. One day there will be an accident because of the narrow street in this area. There needs to be limits on where cars can be parked on the street near the apartments. With more traffic on Spokane Street, this will also become a larger problem.

Finally, I have very serious concerns about building over our water source!! It seems a bit reckless to build and develop land over the aquifer that provides water to so many residents. This area would be ideal to keep as green space where residents can walk or kids can play and have activities that would not risk our water supply? We have so much development going on right now all around us that it seems like the City should consider the future of this space so as to protect a critical resource.

I wanted to let you know some of my concerns as a Post Falls taxpayer who would be directly impacted by the development north of my community. I respectfully ask that you please consider your decisions carefully and that you allow ample time for your constituents to provide their feedback Your decisions will impact all of us who live here.

Thank you for your time,

Dina West  
8696 N Spokane Street  
Post Falls, ID 83854  
208-699-9897

Sent from my iPad

## Amber Blanchette

---

**From:** Casandra Assels <casandra.sue.ca@gmail.com>  
**Sent:** Tuesday, May 9, 2023 7:54 PM  
**To:** Public Hearing Notice  
**Subject:** Building onto Spokane St.

**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,

It has just been brought to my attention that the city of Post Falls is wanting to punch Spokane St. all the way through to Hayden. And build a housing development in the field there. I live on Spokane St. and never received a letter stating that this was a possibility. The residents that live in this neighborhood should have a say in this outcome.

This not only changes how busy the neighborhood would be, but the street alone would become a busy street. I'm a mother of two with pets and cannot imagine them living on a that busy of a street. The city is building to far out into farmland. This will affect the water in our community. We currently do not have the police and fire service to cover our current population without adding onto it. These are just a few of my concerns.

In closing proper notification should be given to the residents in the affected areas. The residents should have a chance to have their say.

Thank you,

Casandra Assels

## Amber Blanchette

---

**From:** Carol Maden <clmaden04@gmail.com>  
**Sent:** Tuesday, May 9, 2023 7:12 PM  
**To:** Public Hearing Notice  
**Subject:** Crown Point development proposal

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm a concerned resident living at 8991 Scotsworth St, Post Falls, ID 83854. I will be severely impacted by the proposed construction directly behind my home of four years.

I purchased this house for the express reason that my back yard had a view of the prairie and mountains. I actually paid an additional \$2000 for this view lot. I did not install a vinyl fence as I did not want to obscure my view. I chose this lot and house to be my home and you are proposing to take my choice away.

I'm an older woman on a fixed income with a reverse mortgage and it will be virtually impossible in my circumstances in this current economic environment to move to another home.

Last spring, when I first heard of the possibility there would be development of the land behind me, I called the City of Post Falls Planning Dept. and spoke to several people asking for information regarding potential development. I was assured, even after they checked with those who were supposed to know, that there was no plans to build on the area directly north of Crown Point.

I am extremely distressed that after the Planning Departments assurances. I am now being presented with the prospect of a road running directly behind my property with the view of someone's vinyl fence.

Another concerned neighbor suggested that if this development must go through, that we, as an established neighborhood, be given the choice of having the school behind us, as it would provide at least a sense of open land and would be occupied for limited hours and months per year.

If this development must go through, I think that would be the best compromise for all parties.

Respectfully submitted,  
Carol Maden  
[Clmaden04@gmail.com](mailto:Clmaden04@gmail.com)

## Amber Blanchette

---

**From:** bugle1in <bugle1in@gmail.com>  
**Sent:** Tuesday, May 9, 2023 6:45 PM  
**To:** Public Hearing Notice  
**Subject:** New development extending Spokane st.

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against extending Spokane st. To Hayden st. I live on Spokane st. 8804 N. Right now it is a dead end street, ending at a green field. There is already a problem with cars and motorcycles speeding on the street. I have reported it to the city several times and opening Spokane St. All the way through will only increase the problem. This is a residential area, there are kids playing and we do not need the huge increase in traffic.

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

## Amber Blanchette

---

**From:** mmpalsson <mmpalsson@comcast.net>  
**Sent:** Tuesday, May 9, 2023 11:51 AM  
**To:** Public Hearing Notice  
**Subject:** More time on crowne point north

**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.

Thank you for taking the time to read and consider this email. We are asking as a community to please allow us more time for public input and vote prior to beginning any construction or making big decisions on the area north of Crown Pointe. This open area which, as I understand is run by the city of Post Falls, is an incredibly beautiful open space. This space is part of the reason that drew us to the community in the first place. It's also the reason that I feel like Idaho is so special and unique. If we continue to stuff houses in on every open field it will just become another metropolis and it will lose its uniqueness and specialness that makes Post Falls, Post Falls!! Thank you for taking the time to read this!

Micaela Harrington

Sent from my T-Mobile 4G LTE Device

May 10, 2023

Nathan & Rhonda Vore

12601 W. Hayden Ave

Post Falls, ID 83854

City of Post Falls Planning Division

408 Spokane Street

Post Falls, ID 83854

Re: File No. ANNX-22-14/ZC-22-7

Dear: Chairman Steffensen, Vice-Chair Kimball and Commissioners Carey, Hampe, Schlotthauer, Ward and Walton

We are writing to you to comment on the proposed Zone Change for Area 1 – 80 acres from Public Reserve to Residential Mixed North Crown Property. We are in opposition to this proposed zone change and are requesting more research and answers to the following forms prior to consideration of future development.

1. The proposed zone exhibit Area 1 of 80 acres between Hayden Ave. and Bodine Ave. (near school district property) is currently being used for agricultural purposes. The last time this property was discussed by the commissioners was June 9<sup>th</sup>, 2020 (ANNX 0002-2020) of which this land was zoned PR, not allowing for privately owned development. We would like to see the land continue to be zoned as Public Reserve for public use and continued to be used for agriculture purposes. We would like clarification on how or when this land was made available for private sale/development.
2. This proposal does not align with existing development, community plans & natural features. Currently the residents of the areas surrounding this proposal are small acreage family farms ranging in property sizes (averaging 5+ acres). These farms raise livestock, grow a variety of crops and the families maintain and enjoy a rural and agriculture lifestyle. A great deal of this area is still considered open range (Idaho Code 25-2118), there will be a direct conflict of land use between farming practices and developing the proposed 80-acre subdivision. This development will be a detriment to the natural features the prairie currently provides the community. The proposed Residential Mixed with Multifamily housing is typically something the city would consider for higher density areas as opposed to rural areas where there are no sidewalks, bike lanes, stop lights or public transportation (bus stops). This is a car reliant area and not currently safe for bike or foot traffic that typically comes with Multi-Family Housing.

3. Water Usage Impact Study – East Greenacres Irrigation District. Residents and farms currently receive their water from the well on corner of Hayden/Chase. We would like to know if the well will have sufficient ability to provide water for this proposed development and continue to provide sufficient pressure to the current residents and the irrigation lines for watering the crops and livestock. Is there a plan in place for if the water rights negatively impact the current residents and farms?
4. City Resources – Police & Fire. The residents north of Hayden Ave. currently use county and not city resources for emergencies. If this annexation happens, will the city police have enough staff to be able to be expanded with this growth? If not, does the city have it in the budget to hire more staff? Will the city resources then become available for the residents north of Hayden Ave or will we still be considered county?
5. Sewer – Post Falls Sewer. There is currently no Sewer in place in this area, existing residents have septic. With the delays in expanding the wastewater facilities, is the wastewater treatment plant currently capable of handling another 80 acres of residential mixed – Multifamily and commercial? Will sewer then become available for the residents north of Hayden Ave?
6. Traffic Impact Study – Post Falls Hwy District. With the explosive population growth the community has faced just in the last 3 years, residents on Hayden Ave between Hwy 41 and McGuire have seen an excessive increase in traffic and aggressive driving resulting in multiple accidents daily. There is an increase of safety issues especially for the cross streets of Hayden/Greensferry, Hayden/Idaho, Hayden/Chase and Hayden/McGuire. The infrastructure for this proposed level of traffic increase onto Hayden Ave is not currently in place. The zone map amendment exhibit shows a proposal for bringing Spokane Street through the subdivision exiting in 2 areas. One through to Spokane St. north of Hayden, the other entry/exit will spill out onto Hayden directly in front of existing resident's homes. These homes/small farms use farming equipment most of the year on Hayden Ave. There are signs out on Hayden Ave that warn traffic of the use of such equipment, but we have noticed an increase of aggressive driving while farm equipment is on the road and unsafe passing risking not only their lives, but the lives of the farmers as well. What is the plan for handling this level of traffic?
7. Environmental Impact Study – Rathdrum Prairie Aquafer. I would like to see a study completed on the impact a subdivision of this size in this location verses

remaining as green space would have on the Rathdrum Aquifer and the long-term effects it will have on the entire community.

8. Educational Impact Study - Post Falls School District. While the school district has plans for building more schools, they do not currently have the capacity for the number of new students that would come with this development. I would like consideration to be made for the already strained schools, current students & teachers. The negative impact of overcrowded schools is felt by the current residents of the City of Post Falls. Is there a plan for building more schools to house the current residents prior to considering annexing and allowing the development of the North Crown Property?

We therefore respectfully request that this rezoning request be denied as the issues mentioned above are vitally important to the adjacent residents and would be a detriment to the community to not have the infrastructures in place prior to developing. We thank you for your consideration of this request regarding keeping the land zoned as Public Reserve for agricultural purposes and any educational opportunities the future Post Falls School District might be able to provide for the youth of this community.

Sincerely,

Nathan & Rhonda Vore



## Amber Blanchette

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**From:** Kerry Couch <etscouch@yahoo.com>  
**Sent:** Wednesday, May 10, 2023 3:43 PM  
**To:** Public Hearing Notice  
**Subject:** Meeting on the 17th.

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### City of Post Falls

I will be at the meeting on the 17<sup>th</sup> regarding the recent proposed zoning changes and would like to speak at that meeting. Basically, we are asking for more time to do research on what is being proposed. We haven't had much time at all to study the impact on us and our community.

To start with, the proposed zoning change will have a dramatic impact on all of the surrounding homes and the folks that live here. Even during the construction of what you are proposing behind me; the noise, dust and commotion will be extremely difficult for those of us working at home during the day. And then the change in our view will be dramatic; we were told when purchasing our homes that the property behind us was owned by the City of Post Falls and that if anything it could be a school and no changes in the zoning and for sure NO homes would be built behind us.

Truthfully, there are plenty of resales and apartments available and many more projects in the works already in Post Falls. I'm not sure why this change is really needed. There will be more of an influx in folks living here in a space that already doesn't have the infrastructure for the those here.

The zoning change proposed is not in line with what I thought the philosophy of Post Falls was. One of the reasons that I moved here, is because of all of the green spaces and the wonderful views due to that. I myself have a wonderful view that will be dramatically impacted by this zoning change. I based part of my decision to purchase here and get the house I have, on the view and the zoning that is in place. I moved out of California for a reason and what is proposed is more like California, bringing all of the elements and traffic that goes with that.

I have looked at the proposed plan and can see a way to have less impact to the current people living here. I'd like to work with someone to show you what I mean. But overall, we are asking for more time to understand and complete research into what zoning changes will entail. We did not have the time to study how the changes will affect us. Please postpone this dramatic change so that we can do this research.

So far, we've identified that it will be a hardship on the remaining folks that live in Post Falls without the infrastructure to support new people moving in.

We appreciate your time. Once again, this zoning change is not in keeping in line with the type of community we want and love here in Idaho. Please postpone this decision so we can do some research on the entire situation. Thank you! Kerry Couch

May 10, 2023

City of Post Falls Planning Division  
408 Spokane Street  
Post Falls, ID 83854

Dear Post Falls Planning and Zoning Committee,

As a concerned lifelong-citizen of Post Falls, I have serious concerns regarding the proposed Thompson/Satchwell Annexation and North Crown Zone Change (File no Annx -22-14/ZC-22-7).

I am specifically opposed to the rezoning of Area 1 listed on the map as "North Crown" section, from greenspace to residential. This area is currently a beautiful green field with a rich and biodiverse ecosystem. I have regularly observed a wide variety of wildlife including rabbits, hawks, mice, quail, pheasants, coyotes, deer, bees and a variety of insects, and, when the snow gets too deep in the mountains, elk. As the prairie continues to shrink, there are fewer places for these animals to go and eventually humans will over-run all of the space that Idahoans so greatly value, and take such pride in the beauty that it provides - different from the crowded cityscapes. Once these greenspaces are gone, there is no reclaiming them.

I am also greatly concerned about the Rathdrum Prairie/Spokane Valley Aquifer. This limited resource is the sole source of drinking water for over 400,000 + people in the area. The Rathdrum Prairie Aquifer received a Sole Source Aquifer Designation by EPA in 1978 and the Sensitive Resource Aquifer designation by Idaho in 1997. Special protection was deemed necessary due to the coarse gravel, cobbles, and boulders that compose the aquifer, because contaminants could easily flow downward from the surface. It is one of only 3 sensitive source aquifers in the State of Idaho. As more homes and apartments are added over the aquifer, pollutants such as fertilizer, septic waste, road deicers, storm-water pollutants and landfill leaching filter down into our drinking water. I also have concerns about the level of the water as more people draw from the resource. How long until the water pressure is not high enough to provide all of the needs of our community? According to the State of Idaho Department of Environmental Quality, "The population in the area over the Rathdrum Prairie Aquifer is projected to potentially grow to 400,000 by the year 2060 (SPF Water Engineering et al. 2010). The increase in population could result in potential water quality impacts from the changing land use and urbanization. In addition, there has been an improved awareness of the interconnection of surface water and ground water along with water quality and water quantity issues."<sup>1</sup> As you can see from the data, our area is already at the projected population of 400,000 people **37 years earlier** than what was foreseen in 2010. For this reason I believe it is necessary to reassess the growth in the area, and limit it until further research and planning can be obtained.

Within the Post Falls Comprehensive Plan

Section 1.0, Community Values

It States, (Selected and quoted statements, the typos are not mine.)

*"3 Environment*

**Post falls is an environmentally aware community that preserves, conserves and appreciates its distinctive open spaces, natural resources, habitats, parks and outdoor recreation.**

*4 Economic Development*

Post Falls encourages economic development that **safeguards the environment**, while promoting community prosperity.

*6 Accountability*

Post Falls is dedicated to promoting fiscal responsibility, **managed growth, responsive community services and an open and fair government.**"<sup>2</sup>

In the letter that was sent out by the City of Post Falls it stated that, "The land exchange would increase the amount of prairie preserved for land application by 98 acres." That is not true however, since the green space would be decreased by the amount of land that is slated for development, by my understanding, is at least 162.9 acres.

As I visited with my neighbors within the Crown Point Subdivision I noted that they agree with my assessment that the zone change for section 1 is inconsistent with what the people living there want. They noted increased pollution, increased traffic, and the loss of a beautiful green space to walk their dogs and exercise, lack of adequate numbers of police and fire services, and a lack of adequate government disclosure and time to respond to the planned changes. Many of the people I spoke with, as I canvassed the small portion of the neighborhood I was able to get to in creating a petition, said that they did not get the notification letter. The Crown Point Homeowners association board told me that the HOA was never notified. It is for that reason that a petition was circulated to propose that the City of Post Falls Planning and Zoning Commission have a public meeting to explain the planned changes, and open time for a question and answer session, without citizens having to send a letter prior to the meeting to be able to speak. We would also ask that the commission give 45 business days for citizens to be able to consider the plan and make an informed opinion.

I believe there are better uses for this land such as, leaving it as a public reserve greenspace, that is planted with clover, wildflowers and trees for honeybee population preservation needed for our food chain. Another better option would be to continue to allow farming. It could also be used as a sports complex with grass for soccer and other sports fields. It would be a wonderful space for a community garden. There are a multitude of other uses that would all be better than destroying a valuable natural resource for residential or commercial use. I hope that you will be willing to listen to and consider the needs and desires of the whole community, before recommending a zone change that will greatly benefit big developers who will make

their money and leave the area and leave us with less beautiful open spaces to enjoy for generations.

Thank you for taking the time to read my letter and consider my opinion.

Sincerely, Valoree Hamilton

Valoree Hamilton  
8953 N. Scotsworth St.  
Post Falls ID, 83854  
Phone 208-996-2283  
Email: hamiltonvaloree@yahoo.com

Sources used:

1. <https://www/deq.idaho.gov/water-quality/ground-water/rathdrum-prairie-aquifer/>
2. <http://postfallsidaho.org/PZDept/CompTextVersion/C-Comp%20Plan%20final%20version.pdf>

Greetings to the Post Falls Planning and Zoning Commission,

5/9/23

In regard to the Thompson/Satchwell Annexation and North Crown Zone Change. (File no. ANNX-22-14/ZC-22-7) We the signers of the following petition feel that the deadline of May 10, 2023 given for public comment is insufficient for citizens to research the matter and form an opinion for or against the proposed changes. The Notice about the proposed changes was post-marked Thursday April 27, 2023 which only gave citizens 9 business days to respond and that, given the time to deliver the notices, meant that the timeline was actually approximately 6 business days. We would propose that any decision be postponed for no less than 45 business days and that a public meeting be announced to explain the proposed changes--and have a question and answer session for those wanting more information. We further ask that persons interested in commenting not be required to submit prior written testimony in order to speak.

We also feel that not enough signage has been provided in the areas announcing the changes, and that the Crown Pointe Homeowners Association was not given notice. We would ask that you would consider our proposal seriously and provide citizens of Post Falls the opportunity to learn about the proposed changes and speak on behalf of what they feel is best for the city and its future.

## Thompson/Satchwell Annexation and North Crown Zone Change (File no ANNX-22-14/ZC-22-7)

NAME	ADDRESS	PHONE	E-MAIL ADDRESS	SIGNATURE
Monzer Kaufman	2302 N. Dumoulin Loop	208-215-6644	monzerkaufman@gmail.com	Monzer Kaufman
Natalie Jara	1804 N. Spokane St	208-627-6711	nataliejara@yahoo.com	Natalie Jara
Jeanne Barrett-Usher	17362 W. Santiago Cir. (Hansen Id)	509-833-5451	jeannebf2001@yahoo.com	Jeanne Barrett-Usher
Valoree Hamilton	8953 N. Scotsworth ID 83854 <small>Post Falls</small>	208-996-2283	HamiltonValoree@yahoo.com	Valoree Hamilton
Alison Pollock	2608 N Pioneer Ridge Dr <small>PF ID 83854</small>	208-920-5000	akpollock29@gmail.com	Alison Pollock
Kathleen Pollock	2608 N. Pioneer Rd. Dr.	208-964-5211	Klpollo29@gmail.com	Kathleen Pollock
John D Pollock	2608 N. Pioneer Ridge Dr	208-619-6861	j.d.pollock49@gmail.com	John D Pollock
Brooke Swafford	8606 N Spokane St	208-786-2223	brooke.halvarson@gmail.com	Brooke Swafford
Conner Featherston	8668 W Spokane St	208-597-5578	connerfeatherston@gmail.com	Conner Featherston
DINA WEST	8696 N. SPOKANE ST.	208-619-9897	dina.bwest@gmail.com	Dina West
Andrew Russell	8724 W. Spokane St.	208-819-2156	AndrewR@Copperheads.com	Andrew Russell
Kasala Mayer	8724 N Spokane St	208-659-5735	Kasala15@gmail.com	Kasala Mayer
Nick Prosch	8772 N Spokane St	360-593-6831	prosch.nick@gmail.com	Nick Prosch
Travis Babb	8804 N Spokane St	208-596-9036	bugle1in@gmail.com	Travis Babb
MARK KNAPP	8832 N SPOKANE ST	720 666 4143	ENFORCER081@hotmail.com	Mark Knapp
Heidi Knapp	8832 N Spokane St	530-908-4887	heidsball@hotmail.com	Heidi Knapp
Justin Diamond	8844 N Spokane St	509-951-3033	jddiamond@gmail.com	Justin Diamond

Thompson/Satchwell Annexation and North Crown Zone Change (File no ANN-22-14/ZC-22-7)

NAME	ADDRESS	PHONE	E-MAIL ADDRESS	SIGNATURE
Danielle Diamond	8844 N. Spokane St. Post Falls ID 83854	805-345-6643	daniellebdiamond@gmail.com	
Sandy Hoctor	83854 N Spokane ST P.F	509-251-3655	shoctor208@gmail.com	
Cassandra Assels	8872 N Spokane St	208-819-9701	Cassandra.Swe.ca@gmail.com	
Alicia Lathan	8898 N Spokane St	208-215-9625	Alicialathan30@gmail.com	
Craig Burch	8912 N. Spokane St.	208-660-9839	Cburch.sons@gmail.com	
Laurinda Burch	8912 N. Spokane St	208-660-7860	lrburch7@gmail.com	
Dillon Smedley	8926 N Spokane St	208-255-6074	Smedley09@gmail.com	
Karisa Whitten	8926 N Spokane St	208-818-9820	KarisaWhitten@gmail.com	
Max Tehwachi	8938 N. Spokane	818-979-1642	oneleftchosen@yahoo.com	
Judi Zamorano	8950 N Spokane St	208-699-7535	nvsandi100@msn.com	
Carol Mader	8991 N. <del>Spokane</del> <sup>Scotsworth</sup> St	208-964-0782	c/mader84@yahoo.com	
Dawn Mader	8991 N. Scotsworth	509 850-1178	sdetlogg1@icloud.com	
Sierra Peterson	8990 N Scotsworth	208 930 5639	SierraPeterson9117@gmail.com	
Richy Schrader	8990 N Scotsworth	208 964 2593	richyschrader@gmail.com	
Faisley Sarris	8954 N Scotsworth St	208 777 5802	faisley.sarris@gmail.com	
KAMEY KANALLY	8936 N SCOTSWORTH ST	503 884 0157	HARDNOSETF@GMAIL.COM	
Julie Kanally	8936 N Scotsworth St	503 884 0074	JKANALLY732@GMAIL.COM	
Nate Brown	8895 N Scotsworth St	208-916-7235	npdbrown@gmail.com	





**Amber Blanchette**

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**From:** Howard Burns <burns\_crew@yahoo.com>  
**Sent:** Wednesday, May 10, 2023 7:18 PM  
**To:** Public Hearing Notice  
**Subject:** THOMPSON/SATCHWELL ANNEXATION & NORTH CROWN ZONE CHANGE (File No. ANNX-22-14/ZC-22-7)

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Some thoughts about the land trade and zoning.

1) did all the owners of homes abutting and reasonably near (view of) the PR zone that is being changed into R-1 get notified? If I lived in a home where I thought my view would be of an 'undisturbed prairie', not to be built upon, and didn't get a chance to contemplate a MAJOR change, I'd be most distressed.

2) Will property being zoned along HWY 41 be conditioned to the plan/lots/unit #'s shown on the staff report? It would seem that the number of units should be a 'not to be exceeded' condition.

3) Will the CCM 'blank slate' zoned land along Hwy 41 be restricted from Apartments? We certainly have enough apartment and apartment zoned land already plus the proposed new units in this plan. Please restrict that are from Apartments.

Thanks for your consideration. Howard Burns, Post Falls

- A. **Zoning Recommendation** for the Thompson/Satchwell Annexation & North Crown Zone Change File No. ANNEX-22-14/ZC-22-7 – John Beachman – Public Works Director/Jon Manley, Planning Manager, to present the staff report to cover the following:

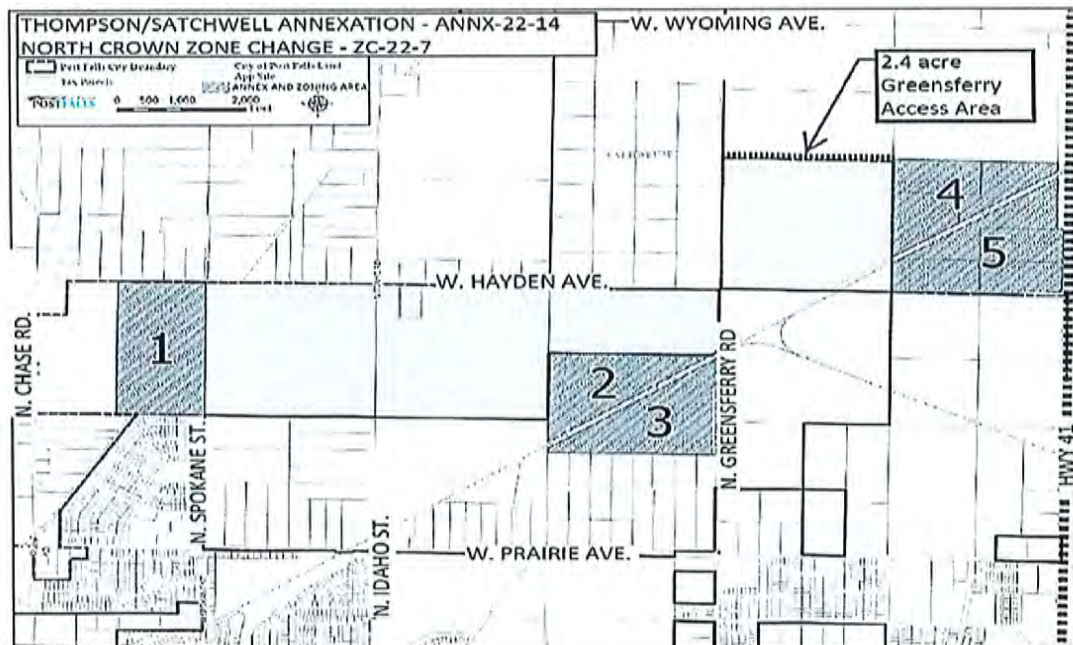
There is a potential land exchange contingent on the decision of this annexation and zone change. The land exchange would increase the amount of prairie preserved for land application by 98 acres, bringing the existing accumulation of preserved prairie for land application to a total of 1058 acres, which is an 10% increase to the preserved prairie open space.

The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation and zone change proposals per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, the Planning Commission will forward its recommendation on zoning to City Council. City Council will make the final decision pertaining to the annexation and/or zone change request.

The following is a breakdown of the mix of zoning that is being proposed to be established (See Map):

<u>Area - Size in Acres</u>	<u>Current zoning – Action</u>	<u>Proposed Zoning</u>
Area 1 – 80 ac	Public Reserve – Zone Change	Residential Mixed (RM)
Areas 2, 3, 4 – 178 ac	County - Annexation	Public Reserve (PR)
Area 5 - 28.1 ac (net)	County - Annexation	Single Family Residential (R-1)
Area 5 - 20.8 ac (net)	County - Annexation	Medium Density Residential (R-2)
Area 5 - ~34 ac (net)	County - Annexation	Community Commercial Mixed (CCM)

**GENERAL LOCATION:** The properties are generally located north of Prairie Ave, between N. Chase Rd. and HWY 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.



**Manley** – This request has more than one applicant, The City of Post Falls and Jacklin Land Company. Requesting a recommendation of the proposed zoning to City Council for the proposed Annexation and Zone Change. The elements of the proposed annexation and zone change request is a Land Exchange – City Council for decision; annexation and zone change will have a recommendation of zoning by the P&Z to City Council for decision.

**Beacham** – Everything comes down to a Purchase and Sale Agreement for the land exchange for city property on the prairie. Most are aware of the existing land on the prairie that is city owned that equals out to about 600 plus acres. This land is for future Land Application of wastewater which would be applied on a crop. In our Master Plan for the facility, it allows us to acquire more land in order to accommodate future growth. So, we are in the business to continue to look for land that is already contiguous to our existing land app property. This exchange would increase the land by about 98 acres. The city would exchange area 1 (North Crown) for areas 2, 3, and 4 as shown in the map above. So Jacklin Land will obtain area 1 and the City would obtain areas 2, 3, and 4. Area 5 would need to be annexed at the same per the Purchase and Sales Agreement; to allow future development for their intended uses for that property. As stated, the city has about 600-acres, Rathdrum has about 300-acres that is contiguous to the city's and per our contract with them we are able to use their land as well, City of Post Falls treats Rathdrum's wastewater. The total with the 2 are about 960-acres these areas are intended to be used for farming along with the Land Application. With this exchange the total acreage jumps to about 1058-acres. So, areas 2,3,4, and 5 are to be annexed and area 1 is to be rezoned so the proposed zoning would be for area 1 from public reserve to residential mixed – 80 acres; 178 acres from county land to public reserve land; and a varied mix of zoning of single-family, medium-density, and commercial mixed.

**Hampe** – Is parcel one all intended for wastewater?

**Beacham** – Yes; everything that is highlighted in the purple is intended for land application.

**Hampe** – Could it be used for something else under public reserve?

**Beacham** – Speaking with Manley about this, it is zoned for that however, it is owned by the Wastewater Facility and that is our intended use for it. We would have to replace the acreage with something else before wastewater would be interested in it such as this land exchange.

**Hampe** – So, wastewater is separate from the City of Post Falls.

**Beacham** – So, Wastewater is a contained business of operation, so wastewater money that comes in has to be used for wastewater purposes we cannot co-mingle those funds. It is operated as a business within the city's organizational structure. If you want to expand on that at all Herrington, feel free.

**Herrington** – It is the City of Post Falls however it is a division of the City of Post Falls.

**Hampe** – So, if the city wanted to utilize it for something else then there would need to be some kind of exchange, wastewater would need to get something in return.

**Beacham** – Yes, for example the streets and fleet entity leases their property from wastewater on an annual basis.

**Schlotthauer** – How much other land do we currently have for land application? Are we currently applying any wastewater?

**Beacham** – I don't know the exact acreage of the Community Forrest site; I believe it is about 300 acres and gets us part of the way to our goal of having enough property. However, it doesn't get us to our goal of full land application. We are not doing any substantial land app at this time only some irrigation within the treatment facility.

**Schlotthauer** – Is that a future goal?

**Beacham** – It is more than a goal it is a future need. As the treatment plant increases its capacity at some point, we will be limited on the amount of phosphorus we can dump into the Spokane River. Even with the best treatment plan you can buy, we are currently installing, we will still get to

a point of not being able to put any more pounds of phosphorus into the river. The solution is to move to Land Application which is what we are preparing for. This has been the goal since 2009 when phosphorus being in the river was a hot topic.

**Steffensen** – How far away are we from that goal?

**Beacham** – This depends entirely on the growth within the city. We have capacity to double the treatment but once we are beyond this capacity, we will move to the land application site. I can't put this into years unless you can give me an exact growth rate per year however, we are looking into the 15–20-year timeframe.

**Steffensen** – For my understanding, area 1 is currently public reserve and area 2 and 3 when annexed will be public reserve and are 5 per agreement will be annexed with a mix of zoning but this is where we get the land exchange and the acreage needed for the future land app?

**Beacham** – Correct.

**Manley** – Zone Change Criteria:

- With the areas we are looking at; the future land use map shows this area as Transitional. Basically, informs us to look at the focused areas due to timing for growth being undetermined. Looking at both areas, the one out west is in the Central Prairie Focus area and out east is the 41 North Focus area. The Central Prairie area supports provisions for a variety of housing types and densities. Within the Residential Mixed zone comes a Development Agreement that is recorded against title. The majority is proposed as being a Single-Family Residential area and are proposing about 5.8 acres of park/open space. At the northern end they are proposing 8.3 acres of multi-family with 1 acre of neighborhood commercial. Moving on to the 41 North area it focuses on provisions for multi-family, commercial, and tech uses near higher-classified roadways, Highway 41 meets this. Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail, there are provisions for trails to connect this proposed area to all the trail systems as well as the Prairie Trail which will run east/west. And focusing provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.
- Keep Post Falls' neighborhoods safe, vital, and attractive. Safe – the connection of Spokane St. from the Crown Pointe neighborhood up to Hayden will assist with traffic and emergency services. We would get multi-trails for keeping pedestrians safe as well. With development impact fees are paid to aide in public safety. With the school site next to it, the rezone area would provide additional housing and out east the housing would be placed near places of employment at the future tech park and other commercial areas. There are commercial and multi-family design standards that would be required to be met upon site development. Bodine will be developed to the south end of the school site connecting to Crown Pointe and Hayden will be improved as well as Spokane Street moving north to connect to Hayden. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. Goal 8 and 9 go together and by obtain more public reserve lands is protecting the natural habitat in the area as well as preserving development over the aquifer. With the 5.8 acres the developer will have the opportunity to work with the Parks Department, 5-acres is the minimum they will accept for a city park in the current format they would be private HOA parks but could consolidate them to meet city park standards. Out east with the tech park, commercial and jobs being created out at Hwy41 and Prairie having additional rooftops closer could be beneficial. Have residential development and neighborhoods close to schools out at the North Crown proposal. We do have design standards in place that continue to help with well-designed development. Looking at the surrounding areas for all three proposals, North

Crown, Satchwell, and Thompson area. You see Bodine running east and west, Spokane St running north and south with the single-family being adjacent to single-family. To the east end, the surrounding uses are a mix of industrial type and commercial type uses with higher density residential units. Within the Development Agreement only the area along Hwy41 can be multi-family with the corner of the request being commercial and to the west have some medium density and single-family residential areas. Of course, we also have the proposed public reserve areas. When looking at Highway 41 as a whole, you see the pattern of commercial right along 41 and transitioning out with multi-family and further transitioning too single-family. We don't know the timing of the developments we do know some are contingent on when sewer and other improvements become available. This proposal will work to improve the street connectivity.

- The proposals will not conflict with street classifications, anticipated traffic patterns, existing development, future land uses, no specific community plans, or geographic or natural features.
- We have referenced the commercial and high-density residential zoning being along higher road classifications such as Highway 41 being a principal arterial and Hayden Ave. being a major collector.
- The property to the west is currently about 3 miles away from the higher intense urban activity.
- Industrial isn't being requested.

All other agencies have been notified of this request with the Yellowstone Pipeline stating there is no impact. Panhandle Health District has no comments related to this request; the DEQ's concerns are for time of construction. The Post Falls Highway District had some comments regarding the right-of-way boundaries of area 1, 5 and 3 we handle most of these elements at a later time. Kootenai County Fire & Rescue coordinates with the city at time of development and the School District commented the proposed RM zoning for north of Crown Pointe would compliment the school district's plans for future school facilities on the district owned land to the west.

**Hampe** – Where does 5 come into play?

**Manley** – You heard Beacham reference this; for just the land exchange portion we are trading 2,3, and 4 for area 1 and where area 5 comes to play is the reference in the Purchase and Sales agreement it would be annexed with this proposal and the requested zoning and continued to be owned by the Jacklin Land Company.

**Hampe** – So, it isn't for our benefit, they won't do it unless we annex that too.

**Manley** – It is a condition in the Purchase and Sales agreement, but we have the goals and policies within the Comp Plan that asks if the proposed zoning compatible with the area. So, it could be in our benefit.

**Hampe** – The trade is 1 for 2,3, and 4; that is the trade. Area 5 is only the fact that we want that done with this deal. It doesn't need to be annexed in order for area 4 to be contiguous.

**Manley** – areas 4, 3, and 2 can all be annexed without 5 but, wouldn't be consistent with the Purchase and Sales Agreement.

**Steffensen** – Can you go back to the Highway District comment and explain that more?

**Manley** – I can invite one of the engineers up to explain that more.

**Palus** – I spoke with the Highway District last week regarding those comments. When we annex it normally goes to the far boundary or across the street of the roadways that adjoin the properties we are annexing. The way Hayden Ave. and Greensferry were created were by easements so there are property lines in the center of the roadway. With these annexations we will only be able to annex to the center of the roadways at this time however, we would work with the Highway

District to clear it up in the future. Their last comment for the developer to enter into a Road Development Agreement for any future improvements for the Post Falls Highway District roadways; what they are looking for is at time of construction if the City of Post Falls requires a traffic study to be done to analyze any impacts for improvements there are, if it also impacts the Highway Districts intersections or roadways outside of the city's jurisdiction then the developers would have to enter into an agreement with them. It will secure improvements to be completed with the development as well. The city does work with the Highway District on traffic studies as well.

**Steffensen** – Will Spokane St. maintain the current width up through Hayden?

**Palus** – It will continue to be wide up to Hayden. South of Prairie Ave. Spokane St. is a major collector roadway and transitioned it to a minor collector roadway within the Crown Pointe Subdivision. Looking at the proposal north of Crown Pointe and based on other similar developments with the principal arterial of Prairie and major collector of Hayden we decided it was appropriate to remain a minor collector.

**Schlotthauer** – I can see how we would connect the property across the river for land application but how would we bring it up to these sites?

**Palus** – How would we pump the water to and how would we apply it? I would defer to Beacham.

**Beacham** – The short answer is we will build a pipe and pump it there. It is a multi-million-dollar project to accomplish. The routing hasn't been finalized, we've looked at going up Chase, Spokane, any major road that runs north/south. We will likely go to the less expensive route/corridor. Because of the timeframe we haven't hired an engineer to assess it yet.

**Schlotthauer** – I can see the value for the city just wondering about the distance.

**Beacham** – It is certainly a large project. This is in our Master and Capital Plan, and it is a way out so we can obtain the capital to get there.

**Manley** – Just reiterating that this is just a zoning recommendation.

**Applicant, Tag Jacklin, 5007 W Foothill Dr. Coeur d'Alene.** – I am the Manager of Jacklin Land Company, and we have Ray Kimball with Whipple Engineers here to assist us as well. I do think it is important to not that I represent the 4<sup>th</sup> generation of the Jacklin Family and we have been involved in the Spokane Valley, Rathdrum Prairie, and surrounding areas for over 80 years. I myself am a Post Falls Native, I grew up out in the Prairie. For those new to the area, Jacklin Seed Company was a mainstay in the Post Falls Community for decades and relied heavily on the Rathdrum Prairie. Bluegrass in its production and was the backbone of the global seed supply. When Jacklin willingly phased out field burning due to public pressure it was only a matter of time the Rathdrum Prairie would start to transform. Even though our business model changed over time, our commitment to being good land stewards towards keeping the vibrant community that makes Post Falls great, has not changed. We live, work, and play here and always take a measured approach in our development. We see projects as part of our family legacy, and we stand behind everyone. We drove by the school site and thought why have a school in the middle of a field and how nice it would be to have a neighborhood next to it as it is good planning. We took this concept to the city about a year or so ago and had many discussions that lead us hear today. I truly believe it is a win, win, win for our family, the city, and for the community. I think everyone agrees that it is important to preserve land on the prairie and that open space.

**Ray Kimball, Whipple Consulting Engineers** – This is a unique opportunity for Public Works to obtain more property for the land app. There will be Residential Mix next to the School Site and along Highway 41 we will have some R1, R2 and CCM as well as adding 98 acres of preserved prairie open space. Took some arial shots to really show what is surrounding each site; the first one is North Crown with the single-family to the south with Spokane St. running north with a big

curve in it, so it doesn't become a racetrack. This design helps to ensure that speeds are appropriate for neighborhoods. In concept only, we have 2 parks that total to about 5.8-acres they will more than likely shift around. We intend to have a local street along the west boundary between the school site and this one. It will provide access to the school property, so the schools don't have to front on Chase or Hayden and there is the future Bodine St. across the southern boundary as well. The road network is intentional to service the school, North Crown, and Crown Pointe, which will give those residents the ability to go out a different way. With Hayden being a major collector, we were very intentional on where we put the multi-family and commercial putting it on a higher classification street and away for the single-family residents of Crown Pointe. An important part of this is we will be able to bring the services and streets to the school site, so it is another win to have the developer bring utilities to their site at no cost to the school district. Jumping to areas 2 and 3, you can see it adds to the existing public reserve lands that are owned by the city and Rathdrum. Now we move to areas 4 and 5 along Highway 41; the northern piece (area 4) is more public reserve for the city and the southern area is the CCM, R1 and R2. The CCM-Multi-Family section was also intentional as the highway goes up and over the railroad makes it bad for commercial visibility which is why we have laid it out like this with the commercial right on the corner of the Highway 41 and Hayden intersection. Area 1 is located within the Central Prairie focus area, where "future growth should embrace a variety of housing types and land uses, maintain quality standards, and prove even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities." Areas 2 and 3 are located within the Central Prairie focus area, which envisions a variety of housing types and land uses. The proposed land use associated with the annexation will be public reserve where the property remains agricultural in use and will eventually become part of the city's water reclamation land application area. Areas 4 and 5 is located within the 41 North focus area, which envisions higher intensity commercial and multi-family development close to the Highway corridor and lower intensity residential development in the eastern and western parts of the focus area. Area 1, the proposed residential mixed zoning will provide for a mix of housing types with the potential for a small commercial node at the intersection of Hayden Ave. and an internal street adjoining the School District property. It will also provide pedestrian connectivity to the future schools that are planned to be constructed by the Post Falls School District. Areas 2 and 3 on the future land use map, the property has a transitional land use designation which indicated that the zoning should be compatible with adjacent zones and uses within the City. The proposed annexation is intended to be zoned public reserve and will function as future land application area for the City's water reclamation division. Areas 4 and 5 at the intersection of Highway 41 and Hayden Ave is a high-volume intersection and the need for commercial services in this area is growing, as such, the intended zoning for the area adjoining the highway should be commercial. The proponent intends the northern "triangle" to develop as multi-family residential wherein it will provide both a customer base for the commercial development as well as housing variety within the area. Area 1, the proposed zoning is intended to provide a master planned neighborhood that compliments the school sites to the west and acts as an extension of the existing Crown Pointe neighborhood. The mix of residential uses in the zone are intended to provide a mix of housing types targeted at meeting a variety of price points and living options. Areas 2 and 3; the property lies adjacent and east of the existing public reserve land owned by the City of Post Falls, as well as land owned by the City of Rathdrum. Areas 4 and 5 the area south of tracks is envisioned to be zoned as Community Commercial Mixed adjoining the highway, transitioning to a medium density residential zoning between the 1.8 mile and the 1.4-mile mark west of the highway. From the 1.4-mile mark west, the intended zoning is R1 low density residential. Areas 1, and 5 meet the criteria of having commercial and high-density residential zoning along streets with higher road



classifications. Area 1 is a lower density commercial and residential due to it being further away from the higher intensity urban corridors and in area 5 moving west with the lower the intensity and not requesting industrial.

**Steffensen** – Bodine, I understand this is 5 years out, but it would dead end at the School Site and only go along the south of this property?

**Kimball** – It is something we would have to address at the time of subdivision. There are fire code aspects to that for having 2 access points after hitting 30 homes. Even though we have 2 points of access fire code states there has to be a certain distance between the 2 points. I do want to be clear, the area along Highway 41 is the 5-year plan, area 5, area 1 would be much sooner than that. We want to work with the timing of the school district to help them get utilities to their property.

**Steffensen** – There is a total of 5.8 acres, split in 2 parks what are the pros and cons to consolidating that and having city run it versus the HOA?

**Kimball** – I can probably talk for an hour about the pros and cons of the city versus HOA running the park. The better product would be a city owned park within a neighborhood it ends up being a better product for the citizens in the end.

**Steffensen** – At the time of subdivision that can be discussed more then.

**Kimball** – Yes, we will work with the parks department and if they don't want it then it will end up being an HOA run park.

#### **Testimony:**

**In Favor: Read into the record by Steffensen – Eric Gonzales** – growth is good to keep up with the economy. **Wade Jacklin** – This is the best project request in years. It helps satisfy preservation of prairie land by increasing city public reserve by nearly 100 acres. Assisting Post Falls School District to have better access to their land and opportunity for well thought out development in the right location.

#### **Neutral:**

**In Opposition: Read into the record by Steffensen – Karla Baldwin, Hayden Ave.** – Gary and I have purchased this property as I have a chronic illness and to have this last, which we were told will not be developed. I am against any and all development. **Teresa Goodall, Hayden Ave.** – We are concerned about traffic, noise, and aesthetics. **RuthAnne Leibman, Spokane St** – The proposed growth is too much for a rural area and not in keeping with the wishes of the residents. Not enough thought has been put into impacts. **Pam Onstott, Chase** – Too much Traffic. **Allen Goodall, Hayden** – concerned with traffic speed, noise, and aesthetics.

**Valoree Hamilton, 8953 N. Scotsworth** – Obtained signatures due to only noticing those that were within 300 ft of this property also mentioned the news and press was not notified. When I received my notification, I only had 6 days to respond. I am concerned this is spot zoning because the applicant is being favored. Everything around it is a green zone – public reserve- I believe it was meant to stay that zone. Think this is moving to fast, citizens were not given enough time and more should be notified and given another 30 days. The city states on the website that Spokane St. has 4,000 – 12,000 cars per day this street cuts through our neighborhood. This minor collector would become a major collector this road is the only road between Pleasant View and Highway 41 that connects to the freeway. When you have all of this development, you have even more traffic. Spokane street is a nightmare in our neighborhood with the cars being parked from the apartments on the corner and signs are not going to slow people down.

**Gary Baldwin, 11737 W Hayden Ave** – The first packet sent had nice graphics of the areas however, this 80-acre development is going to be the death maker of Hayden Ave. 1 entrance and exit is not going to cover 200 homes leaving in the morning and coming home at night. This will

double our traffic onto Hayden. Are you going to continue to land swap so there are going to be small parcels all over the prairie.

**Julie Hensley, 1360 E. Warm Springs Ave** – We need to evaluate what land has already been designated, what can be built, and what impact will it have on our community. Post Falls is concerned about our infrastructure, we have had our power intentionally turned off and turned it off to the hospital last year because the power grid couldn't handle the draw. Yet, we continue to build and annex in more land as of last year there were 23,000 homes still needing to be built. Safe, Vital, and Attractive – How are we keeping people safe if it takes months to be seen by a medical professional. As the city grows our Police and Fire Departments need to grow to help ensure the safety. Where are all of the kids going to go to school, it is great they have land but how are they going to get them built? We can even get a bond or levee passed. We keep zoning land for more high-density to build 3 stories high making it to where you can't see the attractiveness around us. All the building is making Post Falls lose its attractiveness.

**Kerry Couch, 9045 Scottsworth** – I too didn't have much time to respond we all want to have more time. I heard the win, win, win – it isn't a win, win, win as it isn't a win for us. It might be a win to make more money for the developer. When I moved here a couple of years ago, I was told that nothing would be built behind me. It is why I bought that house, in this community, I don't want anything behind, and I don't want Spokane to go through. This affects me dramatically. I came from an area that had a lot of houses and a lot of traffic; I didn't want that anymore and I didn't think you did either you said you wanted a better work life situation. I want to retire here, help me retire here, please. There are so many other areas you can put houses that are not up against other houses. I think with the exchange of this I believe this is a money grab. I get the benefit for the school and the developer and the city however, I don't think it is a need for the kids yet and I think everything should be looked into more. We have ideas too; it is our community too.

**Jean Walker, 8966 N Spokane** – I am directly impacted because I am the last house on N. Spokane St and when this goes through, it will be affecting what goes on in our area. They say this won't increase traffic, but it will, it is providing another avenue from Hayden to Prairie or vis versa. I also don't think Post Falls has enough services to deal with the population we already have. It is very challenging for us to get a Police Officer there because I don't think they are as large as needed. I also don't think more housing will allow people to buy, they already cannot afford a home here.

**Lacey Green, 9327 S. Spokane** – As Hayden sits now, it takes me about 15-20 minutes to even turn onto Hayden in the morning and afternoon. This request is completely out of line and ridiculous. This town isn't set up for the growth that has happened already let alone more growth. We farm, he grew up farming and Jacklin is a very familiar name in farming, and many looked up to you, and there are a lot of people that are now disappointed in Jacklin and the land use. Lots of new farmers are out on the Rathdrum Prairie wanting to have that dream. This dream is being taken away without hesitation and the opportunity to actually do it. My family would happily farm those 80 acres anytime. Woohoo 98-acres are being given but you are taking 248-acres by developing it. A benefit would be agricultural, FAA and 4H is very well known that would be a good reserve, public use for this land. There are more community focused uses for this land than just having it developed. There is a car accident there by me at least 5 times per week we do not need this development out here right now.

**Read into the record by Steffensen – Casandra Assels, Spokane St** – Currently it is a nice quiet safe street, as a mother of children I do not want Spokane St to go all the way through and make it a busy unsafe street. Also, there is currently not enough services for the area, without expanding it. What will happen to our water, this will also raise already high property taxes.

**Nathanial Brown, Scotsworth** – I do not support this property to bring more housing into our area. **Kelsey Ellis, Scotsworth** – In opposition.

**Rebuttal, Kimball** – To be clear, the first notice that went out, was missing a map then the second notice went out. The notice does meet the proper land code requirements. There was a front-page press article on the 28<sup>th</sup> about this. I don't think it is fair to say that the community hasn't had the opportunity to learn about this. I appreciate where most of the people here are coming from, change is hard. As I listened most people live in Crown Pointe and one in Fieldstone and most are here presumably because they love where they live. In 2011 Crown Pointe was a field just like where we are talking about today. Fieldstone, I designed that subdivision in 2001 and finished sometime in 2008. It all used to be a field those that live in these areas are the beneficiaries of this exact process. We were very intentional with where the housing was going to be and where the commercial is going to be. To be even more clear, in this land swap the city is getting 178 acres and the Jacklin's get 80. The city gets more land. This area is better for land development than areas 2 and 3 because it is next to a school site and to an existing subdivision. We very intentionally didn't put the multi-family on Spokane St there will be a local road along that property to line to serve them. the 4-20,000 cars on the road, which isn't the number of cars on the road it is the capacity of the road. It is very important for Crown Pointe to have more than 1 or 2 exit locations there is now going to be to the north through Hayden and Bodine. I will say there is equal opportunity for the those in Crown Pointe to go a different direction. When we ask ourselves, does this meet the criteria for a zone change and I do appreciate the testimony, but it wasn't focused on that criterion. This expands our traffic network based on the Transportation Master Plan. All of the criteria have been met.

#### Comments:

##### Zone Review Criteria:

1. Zoning should be in accordance with the Future Land Use Map.  
**Steffensen** – Area 1, is in the transitional area, so doesn't really say what should be there so you go to the Focus Area. Single Family to the south so it makes sense to put single family next to it with the school being there as well.  
**Schlotthauer** – The long and short is, is this a transitional use. They went through a process to make sure each area transition with the uses.  
**\*Commission agrees\***
2. Zoning Should be in accordance with the Comprehensive Plan goals and policies.  
**Steffensen** – Both areas will improve connectivity the school area will gain utilities and the public reserve areas are connected to the existing public reserve area and is part of the city's land application plan.  
**Schlotthauer** – It is focusing on goals 5, keeping the neighborhood safe, vital, and attractive that one is probably most debatable here by the folks in the audience, but I think both arguments are better suited for city council. Maintaining our transportation network isn't debatable, I think it will improve that connection. Goal 7 meets the long term needs for sustainability; the city does a good job for long range planning. This does support that goal, and keeping the growth concentrated in areas where there is existing growth makes sense.
3. Is the zoning compatible with street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features?  
**Steffensen** – Spokane St. is continuing north along with other neighborhood streets being added. Area 5 is closer to 41 with the commercial and multi-family and some mixed uses in that area. Because it does front higher road classifications.

**\*Commission agrees\***

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

**\*Commission agrees the commercial is on higher road classifications\***

**Hampe** – Area 5 has the higher density off Highway 41 and area 1 has the higher density off of Hayden Ave.

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.

**Walton** – Certainly is in section 5.

**Steffensen** – There is that transition in 5 from the commercial to the lower density residential. Then section 1 for the most part is all low density residential.

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

**\*Not Applicable\***

**Schlotthauer** – The difficult decision is City Council as far as what is being presented to us, they have done a nice job laying it all out. Transitions nicely and accommodating to neighboring properties as much as it can be.

**Hampe** – I have to agree, where they have put the residential, it abuts the other residential and the school. I understand the higher uses along Highway 41, that is what we've been doing and has been going. Looking at it for zoning only, I think they made it work.

**Walton** – Some voiced concern about the noticing and Mr. Kimball addressed it, but it is verifiable it was done according to how it needed.

**Manley** – It was done and met per state code, there was an identified mis communication with a map missing which is why we created this evening.

**Walton** – Otherwise we would have covered last Tuesday.

**Manley** – Yes.

**Motion to recommend approval to City Council finding that the requested zoning meets the approval criteria found in the PFMC and as outlined in our deliberations. And direct staff to prepare a zoning recommendation as Area 1 RM; areas 2, 3, and 4 PR; area 5 28.1 acres R1; 20.8 acres R2; and 34 acres CCM. (Hampe)**

**2<sup>nd</sup> By: Walton**

**Vote: Walton – Yes; Steffensen – Yes; Schlotthauer – Yes; Hampe - Yes**

**Moved**

**5. ADMINISTRATIVE / STAFF REPORTS**

None

**6. COMMISSION COMMENT**

None

**7. ADJOURNMENT 7:38PM**

**Thompson/Satchwell Annexation  
North Crown Zone Change  
File No. ANNX-22-14/ZC-22-7**

**Planning and Zoning Commission  
Zoning Recommendation**

**A. INTRODUCTION:**

- APPLICANT:** City of Post Falls and Ray Kimball, Whipple Engineering, representing Jacklin Land Company.
- LOCATION:** Generally located north of Prairie Ave., between N. Chase Rd. and Highway 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.
- REQUEST:** Zoning recommendation of Residential Mixed (RM) on 80-acres; Public Reserve (PR) on 1788-acres; Single Family Residential (R1) on 28.1-acres; Medium Density Residential (R2) on 20.8-acres; and Community Commercial Mixed (CCM) on 34-acres, as depicted in A-2.

**B. RECORD CREATED:**

1. A-1a Annexation Application
2. A-1b Zone Change Application
3. A-2a Annexation Narrative
4. A-2b Zone Change Narrative
5. A-3a Satchwell Narrative
6. A-3b Zone Change Preliminary Layout
7. A-4a Thompson Conceptual Development Plan
8. A-4b Zone Change legal
9. A-5 Thompson\_Satchwell Legal Description
10. A-6a Thompson\_Satchwell Exhibit Maps
11. A-6b Zone Change Auth Letter
12. A-7 Zone Change Title Report
13. A-8 Thompson\_Satchwell Auth Letter
14. A-10 Satchwell Title Report
15. A-11 Thompson Title Report
16. S-1 Draft Thompson Development Agreement
17. S-2 Draft North Crown Development Agreement
18. PA-1 YPL Comments
19. PA-2 PHD Comments
20. PA-3 DEQ Comments
21. PA-4 PFHD Comments
22. PA-5 KCFR Comments
23. PA-6 PFSD Comments
24. PC-1 West Comments
25. PC-2 Assels Comments
26. PC-3 Maden Comments
27. PC-4 Bugle Comments
28. PC-5 Harrington Comments

29. PC-6 Vore Comments
30. PC-7 Couch Comments
31. PC-8 Hamilton\_Petition
32. PC-9 Burns Comments
33. PZ Staff Report
34. Testimony at the May 17, 2023, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at a public hearing. The meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was noticed correctly and conducted per 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 allow the applicant and the public to supply testimony and documentation to be taken by the Commission in their application of City Code sections 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 sought a recommendation for an initial zoning designation of a mix of zoning, including Public Reserve (PR), Single Family Residential (R1), Medium Density Residential (R2), and Community Commercial Mixed (CCM) on approximately 260.9 acres upon the annexation into the city of Post Falls. He testified that the applicant sought a recommendation on a zone change request from Public Reserve to Residential Mixed (RM) zoning on approximately 80 acres within the City of Post Falls.

He illustrated that the subject property is generally located north of Prairie Ave, between N. Chase Rd. and HWY 41. Some properties are south of Hayden Ave., and some are north of Hayden Ave.

#### **John Beacham, Public Works Director**

Mr. Beacham testified about the proposed Purchase and Sale Agreement for a land exchange between the city and Jacklin Land. The city currently owns over 600 acres of land on the prairie, which is intended for future Land Application of wastewater. The proposed exchange would increase the total acreage by about 98 acres, with Jacklin Land obtaining area 1 and the City obtaining areas 2, 3, and 4. He explained that the Master Plan for the facility allows for the acquisition of more land to accommodate future growth and that the city is actively looking for land contiguous to their existing land app property.

Mr. Beacham further noted that area 5 would need to be annexed as per the Purchase and Sales Agreement to allow for future development. The city has about 600 acres of land, with an additional 300 acres owned by Rathdrum that is contiguous to the city's land. The agreement with Rathdrum allows the city to use its land as well, as the City of Post Falls treats Rathdrum's wastewater. The total acreage of the two areas is around 960 acres, which is intended for farming along with the Land Application. The proposed exchange would increase the entire property to about 1058 acres, with areas 2, 3, 4, and 5 to be annexed and area 1 to be rezoned from public reserve to residential mixed – 80 acres. The remaining 178 acres would be changed from county land to public reserve land, and a mix of single-family, medium-density, and commercial mixed zoning would be applied.

In response to questions from the Commission, Mr. Beacham explained that the Wastewater Facility owns the land currently zoned Public Reserve. Wastewater is a distinct business the city operates. He explained that the funding would be from Wastewater, so the property must be used for Wastewater purposes.

Mr. Beacham testified that he did not know the exact acreage of the Community Forrest site; it is about 300 acres and gets us part of the way to our goal of having enough property. However, it

does not get us to our goal of full land application. We are not doing any substantial land app, only some irrigation within the treatment facility. He explained that it is more than a goal; it is a future need. As the treatment plant increases its capacity at some point, we will be limited on the amount of phosphorus we can dump into the Spokane River. Even with the best treatment plan you can buy, which we are currently installing, we will still get to a point of not being able to put any more pounds of phosphorus into the river. The solution is to move to Land Application, which we are preparing for. This has been the goal since 2009, when phosphorus in the river was a hot topic.

**Jon Manley, Planning Manager**

Mr. Manley testified that the Future Land Use Map designates the area as Transitional. He submitted that the designation guidance could be found within the associated Focus Area. He expounded that the Focus Area is comprised of two areas, the Central Prairie Focus Area and the 41 North Focus Area.

Mr. Manley provided testimony regarding the future land use map for the areas in question. He explained that the map designated the areas as Transitional, indicating that further examination was needed due to the undetermined timing for growth. Mr. Manley discussed the two areas in question, with the western area falling under the Central Prairie Focus area and the eastern region falling under the 41 North Focus area.

Mr. Manley highlighted that the Central Prairie area allowed for a variety of housing types and densities, with a Development Agreement recorded against the title for the Residential Mixed zone. The proposed development consisted mainly of Single-Family Residential areas, with 5.8 acres of proposed park/open space and 8.3 acres of multi-family at the northern end. The 41 North area, on the other hand, focused on provisions for multi-family, commercial, and tech uses near higher-classified roadways such as Highway 41.

During his testimony, Mr. Manley emphasized the importance of keeping Post Falls' neighborhoods safe, vital, and attractive. He mentioned that the proposed developments would aid in this goal by providing multi-trails for pedestrians, paying development impact fees for public safety, and following design standards for commercial and multi-family developments. Mr. Manley also discussed how the proposed developments would plan for and establish types and quantities of land uses in Post Falls, supporting community needs and the city's long-term sustainability.

In addition, Mr. Manley addressed concerns about the proposed developments conflicting with street classifications, anticipated traffic patterns, existing development, future land uses, specific community plans, or geographic or natural features. He explained that commercial and high-density residential zoning would be located along higher road classifications, such as Highway 41 and Hayden Ave.

Mr. Manley also addressed concerns raised by various agencies, including Yellowstone Pipeline, Panhandle Health District, DEQ, Post Falls Highway District, Kootenai County Fire & Rescue, and the School District. He assured the hearing that the proposed developments would not conflict with existing plans and that any concerns raised by the agencies would be addressed later.

**Robert Palus**

Mr. Palus shared that he had spoken with the Highway District the previous week about concerns raised regarding annexation. He explained that when the city annexes properties, it usually extends to the far boundary or across the street of the roadways that adjoin the properties. However, the creation of Hayden Ave. and Greensferry involved easements, resulting in property lines in the center of the roadway. As a result, the annexations would only be able to extend to the center of the roadways at this time. Mr. Palus assured the Commission that the city would work with the Highway District to resolve this issue in the future.

He addressed the Highway District's request for a Road Development Agreement for any future improvements for the Post Falls Highway District roadways. Mr. Palus explained that the agreement would require developers to enter into an agreement with the Highway District if the city of Post Falls required a traffic study to be done to analyze any impacts for improvements on intersections or roadways outside of the city's jurisdiction. The agreement would secure improvements to be completed with the development as well. He noted that the city also collaborates with the Highway District on traffic studies.

In response to concerns raised about roadway classification, Mr. Palus clarified that Spokane St. is a major collector roadway south of Prairie Ave. and transitioned to a minor collector roadway within the Crown Pointe Subdivision. He explained that based on similar developments with the principal arterial of Prairie and the major collector of Hayden, it was appropriate for the proposed development to remain a minor collector roadway north of Crown Pointe.

#### **Tag Jacklin, Applicant**

Mr. Jacklin, the Manager of Jacklin Land Company, testified alongside Ray Kimball from Whipple Engineers. He emphasized the importance of his family's legacy and their long-standing involvement in the Spokane Valley, Rathdrum Prairie, and surrounding areas for over 80 years. As a Post Falls native himself, he shared his personal connection to the community and the significance of Jacklin Seed Company, which was a mainstay in the Post Falls Community for decades.

Mr. Jacklin acknowledged that the decision to phase out field burning was a turning point for the Rathdrum Prairie. However, he made it clear that their commitment to being good land stewards and keeping the vibrant community intact remained unchanged. He stressed that their development projects were part of their family legacy, and they always took a measured approach.

When discussing the proposal for a new neighborhood next to a school site, Mr. Jacklin explained that they saw it as good planning and a win-win-win situation for their family, the city, and the community. He believed preserving land on the prairie and maintaining open space was necessary, and he stood behind this project wholeheartedly. Overall, Mr. Jacklin's testimony highlighted his dedication to his family's legacy and the community and their commitment to responsible development practices.

#### **Ray Kimball, Whipple Engineers, Applicant**

Mr. Kimball testified to the unique opportunity for Public Works to obtain more property for the land app. He explained that there would be Residential Mixed next to the School Site and along Highway 41, including R1, R2, and CCM, as well as the addition of 98 acres of preserved prairie open space. Mr. Kimball displayed aerial shots to provide a better understanding of what is surrounding each site, beginning with North Crown, where he pointed out the single-family homes to the south with Spokane St. running north, complete with a big curve to prevent speeding. He emphasized that this design is intended to ensure proper speeds for neighborhoods.

Additionally, Mr. Kimball shared that they have two parks in concept, totaling approximately 5.8 acres, and that they will likely shift around. He explained that a local street along the west boundary between the school site and the proposed development would provide access to the school property without having to front on Chase or Hayden. Furthermore, he pointed out the future Bodine St. across the southern boundary. The road network is intended to service the school, North Crown, and Crown Pointe, allowing residents to exit in different directions.

Mr. Kimball noted that they were very intentional in placing the multi-family and commercial properties on a higher classification street and away from the single-family residents of Crown Pointe. With Hayden being a major collector, he explained that it was important to consider where to put the multi-family and commercial properties.



He added that bringing the services and streets to the school site would be another win, as the developer will bring utilities to their site at no cost to the school district.

Moving on to areas 2 and 3, Mr. Kimball explained that they add to the existing public reserve lands that are owned by the city and Rathdrum. He then moved to areas 4 and 5 along Highway 41, where the northern piece (area 4) is more public reserve for the city, and the southern area is the CCM, R1, and R2. The CCM-Multi-Family section was also intentional as the highway goes up and over the railroad, making it bad for commercial visibility. Mr. Kimball explained that they had laid it out like this with the commercial on the corner of Highway 41 and Hayden intersection.

Finally, Mr. Kimball discussed the proposed zoning for each area. He explained that area 1 is located within the Central Prairie focus area and is proposed to be residential mixed zoning, which will provide for a mix of housing types with the potential for a small commercial node at the intersection of Hayden Ave. and an internal street adjoining the School District property. Areas 2 and 3 are also located within the Central Prairie focus area and are proposed to be zoned public reserve, where the property remains agricultural in use and will eventually become part of the city's water reclamation land application area. Areas 4 and 5 are located within the 41 North focus area and are proposed to be zoned as Community Commercial Mixed adjoining the highway, transitioning to a medium density residential zoning between the 1.8-mile and the 1.4-mile mark west of the highway. From the 1.4-mile mark west, the intended zoning is R1 low-density residential.

**Public Testimony:**

The Chair opened the hearing for public testimony.

**Eric Gonzales (Read into the record)**

Mr. Gonzales favored the proposal, stating that growth is good for keeping up with the economy.

**Wade Jacklin (Read into the record)**

Mr. Jacklin testified that this is the best project request in years. It helps satisfy the preservation of prairie land by increasing the city's public reserve by nearly 100 acres. It assists Post Falls School District to have better access to their land and opportunity for well-thought-out development in the correct location.

**Karla Baldwin (Read into the record)**

Gary and I have purchased this property as I have a chronic illness and to have this last, which we were told would not be developed. I am against any and all development.

**Teresa Goodall (Read into the record)**

We are concerned about traffic, noise, and aesthetics.

**RuthAnne Leibman (Read into the record)**

The proposed growth is too much for a rural area and not in keeping with the residents' wishes. Not enough thought has been put into impacts.

**Pam Onstott (Read into the record)**

Too much traffic.

**Allen Goodall (Read into the record)**

Concerned with traffic speed, noise, and aesthetics.

**Valoree Hamilton**

Ms. Hamilton testified at the hearing that she was concerned about the proposed zoning changes for the property. She pointed out that only those within 300 feet of the property had been notified, and that the news and press had not been informed. Ms. Hamilton felt this was spot zoning and the applicant was being given preferential treatment. She noted that the surrounding area was designated as a public reserve and should remain as such. Ms. Hamilton also expressed her concern that citizens were not given enough time to respond, as she was only given six days to reply. She recommended that more people should be notified and given an additional 30 days. In addition, Ms. Hamilton noted that Spokane Street, which cuts through their neighborhood, has 4,000 to 12,000 cars per day and is the only road connecting Pleasant View to Highway 41 and the freeway. She felt the proposed changes would create even more traffic and worsen the situation. Ms. Hamilton highlighted that Spokane Street is already a nightmare in their neighborhood, with parked cars from nearby apartments causing congestion. She did not believe that additional signs would slow down drivers.

**Gary Baldwin**

Mr. Baldwin shared his concerns about the proposed 80-acre development. He noted that while the first packet sent had nice graphics of the areas, he believes the development will be the death maker of Hayden Ave. This is because the development only has one entrance and exit, which is insufficient to cover the 200 homes that will be leaving in the morning and coming home at night. Mr. Baldwin fears this will double the traffic onto Hayden, causing significant congestion and safety issues. Additionally, he questioned whether there would be continued land swapping, which could result in small parcels all over the prairie.

**Julie Hensley**

Ms. Hensley spoke about the need to evaluate the land that has already been designated, what can be built, and its impact on the community. She expressed concern about the infrastructure in the area, citing instances where power had been intentionally turned off due to the strain on the power grid. Ms. Hensley also mentioned that despite the need for 23,000 homes to be built, the city has continued to annex more land. She emphasized the importance of keeping the community safe and attractive, noting that building high-density structures up to three stories high was not helping in this regard.

**Kerry Couch**

Ms. Couch also testified at the hearing, expressing her disappointment with the proposed development. She mentioned that when she moved to the area a couple of years ago, she was told that nothing would be built behind her house. She emphasized that she did not want more homes in the area, as it would affect her quality of life and her ability to retire there. Ms. Couch suggested that there were other areas that the houses could be built without impacting the community.

**Jean Walker**

Ms. Walker spoke about how the proposed development would directly impact her, as her house is the last one on N. Spokane St. She expressed concern that the development would increase traffic in the area, as it would provide another avenue from Hayden to Prairie or vice versa. Ms. Walker also noted that Post Falls does not have enough services to deal with the population it already has, and that more housing would make it even harder for people to afford homes in the area.

**Lacey Green**

Ms. Green testified about the proposed development's impact on her farming business. She expressed her disappointment with the proposed development, noting that it would take away the opportunity for new farmers to start their businesses in the area. Ms. Green also mentioned that there is already a high rate of car accidents in the area and that the development would only worsen things. She suggested that the land could be used for other community-focused purposes, such as agriculture, FAA, and 4H.

**Rebuttal:**

**Ray Kimball, Whipple Engineers, Applicant**

Mr. Kimball provided testimony about the notices that had been sent out regarding the proposed land swap. According to him, the first notice was missing a map, but this was rectified with a second notice that met the proper land code requirements. He also pointed out that there had been a front-page press article on the matter on the 28th, so it was unfair to say that the community had not had the opportunity to learn about it.

Mr. Kimball acknowledged that change is hard but emphasized that most of the people present at the hearing lived in Crown Pointe and one in Fieldstone, presumably because they loved where they lived. He reminded them that in 2011, Crown Pointe was just a field and that Fieldstone was designed as a subdivision in 2001. Both areas were previously undeveloped, and those who currently live there are the beneficiaries of the same process that is being proposed now.

He explained that the land swap would result in the city getting 178 acres and the Jacklin's getting 80, meaning that the city would end up with more land. He emphasized that the area in question was better suited for land development than areas 2 and 3, as it was next to a school site and an existing subdivision. He also clarified that the multi-family housing would not be situated on Spokane St, and that a local road would be built along that property to serve them.

Mr. Kimball addressed concerns about traffic, stating that the capacity of the road was 4-20,000 cars, not the actual number of vehicles on the road. He emphasized the importance of Crown Pointe having more than one or two exit locations and noted that there would now be two additional exits to the north through Hayden and Bodine. He also pointed out that there was equal opportunity for those in Crown Pointe to go in a different direction.

Finally, Mr. Kimball argued that the proposal met all the criteria for a zone change and that the testimony provided at the hearing did not focus on that criterion. He emphasized that the swap would expand the traffic network in line with the Transportation Master Plan and that all criteria had been met.

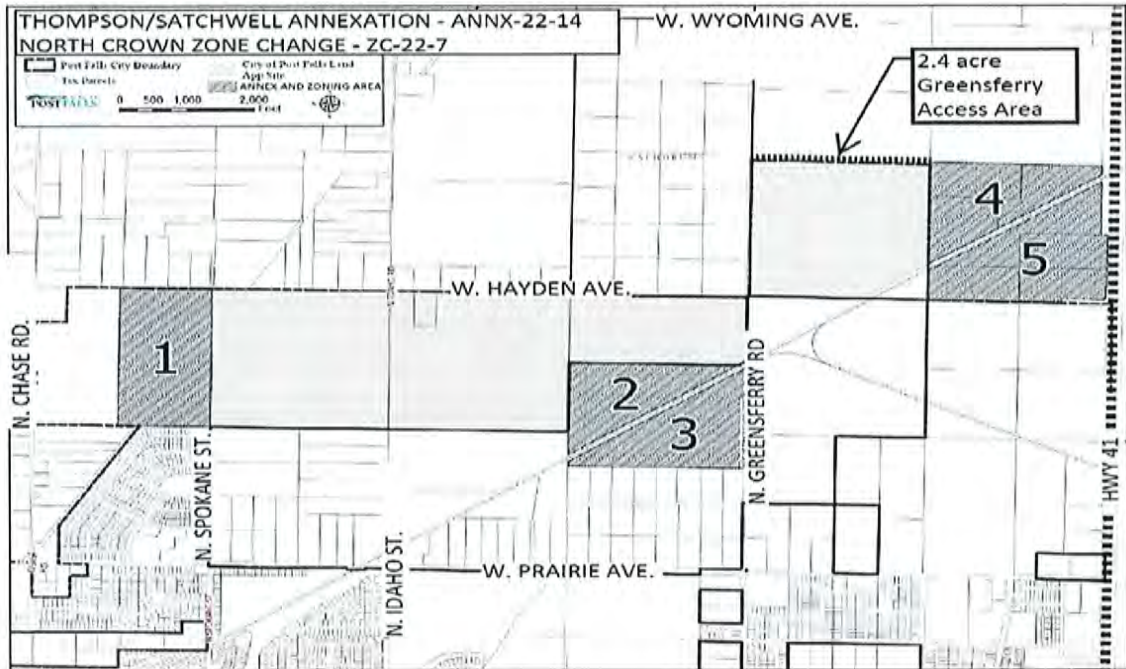
**Deliberations:** The Chair closed the hearing upon completion, and the Commission progressed to deliberations to discuss their interpretation of the information presented orally and in the written record and apply that information to the criteria in City Code sections 18.16.010 and 18.20.100.

**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 proposed the following mix of zoning (See Map):

<u>Area - Size in Acres</u>	<u>Current Zoning &amp; Action</u>	<u>Proposed Zoning</u>
Area 1 – 80 ac	Public Reserve – Zone Change	Residential Mixed (RM)
Areas 2, 3, 4 – 178 ac	County - Annexation	Public Reserve (PR)
Area 5 - 28.1 ac (net)	County - Annexation	Single Family Residential (R-1)
Area 5 - 20.8 ac (net)	County - Annexation	Medium Density Residential (R-2)
Area 5 - ~34 ac (net)	County - Annexation	Community Commercial Mixed (CCM)



The Commission finds that The Future Land Use Map designates this area as Transitional, and parcels 1, 2, and 3 are inside the Central Prairie area, with 4 and 5 within the 41 North focus area.

The Commission finds as to 1, that the area provides for a variety of housing types and densities and the Residential Mixed zone will be next to a future school property. Additionally, the Multi-family and neighborhood commercial uses are near roads with higher classifications.

The Commission finds as to 2, 3, and 4 that the Public Reserve, as provided in PFMC, is appropriate for all future land use designations within the Comprehensive Plan.

The Commission finds as to 5, that the proposal focuses the multi-family and commercial near higher classified roadways and transitions from higher density near Highway 41 to lower density along W. Hayden Ave.

The Commission finds that evidence and testimony show that the proposed zoning, along with guidance from the focus areas, 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 is consistent with the following goals and policies contained in the comprehensive plan:

**Goals:**

**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 supporting the flow of people and materials. This proposal will improve the existing street network for Post Falls, improving the city's efficiency, function, and value.

**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.**

This proposal supports an allocation of land use types, parks features, or other areas to support the community's needs and foster the city's long-term sustainability by growing the local economy.

**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 aid in maintaining the community levels of service.

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

Additional housing and commercial may help the community's long-term fiscal health by providing living accommodations and commercial services to the current and future workforce within the city.

- Maintain and enhance resident quality of life;

Diversified housing options assist with providing quality housing for different sectors of the community. Single-family homes have proven to still be in high demand in our community.

- Promote compatible, well-designed development;

The development will be required to meet City design standards for the proposed commercial and multi-family 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 or have a plan to be brought into compliance with the relevant master plan.

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

- Future land use mapping;

The first review criteria of this recommendation address this.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would be compatible with the surrounding uses as they are primarily residential or other open space areas.

The rezone area intends to provide predominantly a single-family residential neighborhood, with the higher intense uses being proposed near Hayden Avenue (Major Collector). Of the approximate 80 acres proposed to be rezoned to Residential Mixed (RM), it proposes 1-acre of neighborhood commercial (1.3%), 8.3-acres of high-density residential (10.4%), and the remaining 70.7 acres to be single-family residential. This proposed mix meets the minimum requirements for the RM zoning district per PFMC 18.16.010.

The annexation area that is centrally located is proposed for the Public Reserve (PR) land use designation. This designation would blend with the other Land Use Applications and be a reserve for additional prairie preservation lands. The nearby larger single-family lots would also be compatible with this use.

The zoning plans along HWY 41 are consistent with the area's master plans and expected growth patterns. The proposed uses in the easternmost annexation area are intense, with a mix of residential and commercial development. The northern triangular area will be integrated into the other Land Application lands, while south of UPRR, there will be a mix of Single Family Residential, Medium Density, and CCM zoning. Development east of HWY 41 will mainly be commercial, with higher-density development buffering single-family neighborhoods to the east.

#### Infrastructure and service plans;

The proposed annexation north of Hayden Avenue would require a sanitary sewer extension. This extension must be per the City Collection Master plan and must reach the intersection of Spokane and Prairie Avenue. The Master Plan may be amended after a study is conducted and the city approves an amendment. The requested zoning is consistent with the land use assumptions in the City's Water Reclamation Master Plan.

The proposed zone change request requires an extension of the sanitary sewer to the intersection of Spokane Street and Prairie Avenue. This extension is separate from the existing infrastructure within the Crown Point Subdivision.

The existing sanitary sewer must be extended from Prairie Avenue to the Fisher Lift Station for the annexation and zone change.

The City's Water Reclamation System can provide service and is willing to serve the properties at the requested density. However, it's important to note that the existing capacity doesn't guarantee future service.

The properties are not subject to any Local Improvement Districts (LID's), Subsequent User Agreements, or Sewer Surcharges. The city-owned irrigation systems will irrigate the property transferred to the city in the land exchange, separate from potable water sources. Ross Point Water District will service water for the remaining properties for the annexation and East Green Acres for the zone change.

#### Existing and future traffic patterns;

The annexation property is next to Hayden Avenue, a classified Major Collector roadway. Dedications of rights-of-way and easement would be required at the time of annexation and complying with adopted City Design Standards:

Hayden Avenue – Major Collector I: 85-foot total right-of-way width, along with a 15-foot sidewalk, drainage and utility easement. The grant of right-of-way width will be measured from the existing southern rights-of-way for Hayden Avenue.

Future traffic patterns to/from this site benefit from the connectivity of Hayden Avenue to Highway 41. Local roadway connection will also be completed in conformance with the City Master Plan (Cecil Road, Charleville Road).

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

The response to this is embedded within the analysis within this section.

**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 proposal is located along Major Collectors such as Hayden Avenue, designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Hayden Avenue, Charleville Road, and Cecil Road.

**Water and Sanitary Sewer:**

The Commission finds:

**Water:** Water service for the annexed property to be developed is provided by the Ross Point Water District (Annexation) and East Green Acres (Zone Change).

**Sanitary Sewer:** Sanitary sewer extensions will be required from the individual properties to Spokane Street and Prairie Avenue intersection and from Prairie Avenue to the Fisher Lift Station. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning complies with the land use assumptions within the City's Water Reclamation Master Plan.

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

As outlined in the discussion of Policy 2, the Commission finds that the proposed zoning is compatible with existing development and future uses in the area.

**Future Land Use Designation:**

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Transitional. Following guidance from the applicable focus area, and the PFMC for Public Reserve, the Commission finds that the proposal is in accordance with the Future Land Use 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 that area 5 has the higher density off Highway 41, and area 1 has the higher density off of Hayden Ave. Therefore, the Commission finds that proposed commercial and high density residential zoning will be assigned along streets with higher road classifications.

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

The Commission finds that the less intense uses being proposed proceed farther away from the higher intensity urban activity, satisfying this criterion.

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

The Commission finds this criterion inapplicable to the request.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ANNX-22-14, INITIAL ZONING & ZC-22-7, ZONE CHANGE:** 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 was made. The motion passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposed finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request as outlined in this recommendation.

5/30/2023  
Date  
[Signature]  
Attest

[Signature]  
Chairman



**NOTICE OF RIGHTS:**

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

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

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

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

## Amber Blanchette

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**From:** Stacy Simkins <Stacy.Simkins@itd.idaho.gov>  
**Sent:** Friday, May 26, 2023 10:29 AM  
**To:** Amber Blanchette  
**Subject:** RE: Thompson\_Satchwell Annexation and North Crown Zone Change

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ITD will need to see intended traffic counts on any approaches that access the Highway.

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, May 26, 2023 9:48 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>; Chad Polak <Chad.M.Polak@p66.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <D1Permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel House <daniel.house@usps.gov>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.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>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Jordan Wirth <jordan.t.wirth@usps.gov>; Justin Miller <jmiller@postfallsidaho.org>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.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>; 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>; Michael Thomas, P.E. <mthomas@kec.com>; Michael Allen <mallen@postfallspolice.gov>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.gov>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <admin@postfallschamber.org>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.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 <sherman@postfalls.gov>; Symone Legg <Symone.Legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Tisha Gallop <tgallopp@postfalls.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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:** Thompson\_Satchwell Annexation and North Crown Zone Change

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Good morning,

Attached is the notice to jurisdiction for the named annexation and zone change for City Council on June 15, 2023. The draft staff report is on the city's website.

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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The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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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.



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

May 26<sup>th</sup>, 2023

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

Re: Thompson\_Satchwell Annexation and North Crown Zone Change

The Police Department has reviewed the above listed annexation/zone change 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

## Amber Blanchette

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**From:** Symone Legg <Symone.Legg@itd.idaho.gov>  
**Sent:** Tuesday, May 30, 2023 8:25 AM  
**To:** Amber Blanchette  
**Subject:** RE: Thompson\_Satchwell Annexation and North Crown Zone Change

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ITD has a permit for an approach for access to SH-41, however it was approved based on access for the "two parcels abutting SH-41". If the future development utilizing this access is expanded to more than those two parcels, ITD would request full build out plans for this development.

Thank you.



Symone Legg | *Projects Coordinator*  
District 1 Permits  
Idaho Transportation Department  
600 W. Prairie | Coeur d'Alene, ID 83815  
P: (208) 772-8073  
F: (208) 287-3873

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, May 26, 2023 9:48 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>; Chad Polak <Chad.M.Polak@p66.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <D1Permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel House <daniel.house@usps.gov>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.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>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Jordan Wirth <jordan.t.wirth@usps.gov>; Justin Miller <jmiller@postfallsidaho.org>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.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>; 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>; Michael Thomas, P.E. <mthomas@kec.com>; Michael Allen <mallen@postfallspolice.gov>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.gov>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <admin@postfallschamber.org>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage

<Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.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 <sherman@postfalls.gov>; Symone Legg <Symone.Legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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:** Thompson\_Satchwell Annexation and North Crown Zone Change

**CAUTION:** This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

---

Good morning,

Attached is the notice to jurisdiction for the named annexation and zone change for City Council on June 15, 2023. The draft staff report is on the city's website.

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:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Tuesday, May 30, 2023 8:28 AM  
**To:** Amber Blanchette  
**Subject:** FW: Thompson\_Satchwell Annexation and North Crown Zone Change  
**Attachments:** CC NTJ NOTICE FORM.pdf

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

Based on the location, there is no impact to the YPL ROW.

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, May 26, 2023 10:48 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>; Polak, Chad M <Chad.M.Polak@p66.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel House <daniel.house@usps.gov>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.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>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Jordan Wirth <jordan.t.wirth@usps.gov>; Justin Miller <jmiller@postfallsidaho.org>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.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>; 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>; Michael Thomas, P.E. <mthomas@kec.com>; Michael Allen <mallen@postfallspolice.gov>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.gov>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <admin@postfallschamber.org>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.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 <sherman@postfalls.gov>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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]Thompson\_Satchwell Annexation and North Crown Zone Change

---

**This Message Is From an External Sender**

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Report Suspicious

Good morning,

Attached is the notice to jurisdiction for the named annexation and zone change for City Council on June 15, 2023. The draft staff report is on the city's website.

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:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Thursday, June 8, 2023 10:49 AM  
**To:** Amber Blanchette  
**Subject:** RE: Thompson\_Satchwell Annexation and North Crown Zone Change

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

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

Thank you,  
Kristie

### **Kristie May | Admin Assistant II**

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](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@postfalls.gov>  
**Sent:** Friday, May 26, 2023 9:48 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; Chad Polak <Chad.M.Polak@p66.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel House <daniel.house@usps.gov>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.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>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Jordan Wirth <jordan.t.wirth@usps.gov>; Justin Miller <jmiller@postfallsidaho.org>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; laurie@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>; Michael Thomas, P.E. <mthomas@kec.com>; Michael Allen <mallen@postfallspolice.gov>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.gov>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <admin@postfallschamber.org>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.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 <sherman@postfalls.gov>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Wade Meyer <wmeyer@postfalls.gov>; 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:** Thompson\_Satchwell Annexation and North Crown Zone Change

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---

Good morning,

Attached is the notice to jurisdiction for the named annexation and zone change for City Council on June 15, 2023. The draft staff report is on the city's website.

**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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My name is Terry Nichols

My address is 11501 W. Hayden Ave, Post Falls

I am the owner operator of TNT Farms of Post Falls Idaho.

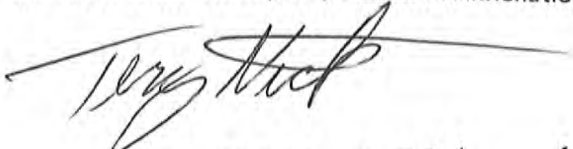
I am the Lessee of the 178 Jacklin acres of Farmland involved in the North Crown trade and annexation.

I have farmed this land for over 20 years now, and desire to continue to do so.

This land trade and Annexation will allow me to continue farming these acres, as well as adding additional lands toward long term preservation of farm lands on the Rathdrum Prairie.

Therefore I strongly support the Thompson/Satchwell Annexation and North Point zone change.

Thanks you!



208 755 0336

## Amber Blanchette

---

**From:** Dennis Wagoner <dwagoner41@gmail.com>  
**Sent:** Thursday, June 8, 2023 5:29 AM  
**To:** Public Hearing Notice  
**Subject:** Zoning request

**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.

Regarding the zoning request for the Satchwell 2&3.

I am strongly in favor of making that public reserve. It would be great to see that land to continue to be farmed.

Dennis Wagner  
8491 North Greens Ferry Road Post Falls Idaho

## Amber Blanchette

---

**From:** Dennis Wagoner <dwagoner41@gmail.com>  
**Sent:** Thursday, June 8, 2023 5:21 AM  
**To:** Public Hearing Notice  
**Subject:** Public Reserve

**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.

Regarding the public reserve zoning of parcels two and three Satchwell.

I strongly agree with the new zoning request. It would be great to see this property continue to be farmed.

Dennis Wagoner  
8491 N. Greensferry Rd.  
Post Falls ID

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 06/06/2023**

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**DATE:** 05/31/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** D-Bat Facility Zone Change Ordinance File No. ZC-22-6

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**ITEM AND RECOMMENDED ACTION:**

With the approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Ordinance for the D-Bat Facility Zone Change.

**DISCUSSION:**

The applicant, SLCK Commercial Properties LLC, requested a Zone Change on approximately 2.13-acres from Heavy Industrial (HI) to Industrial (I) within the City of Post Falls. The property is generally located on the east side of Commerce Loop, north of 6260 E. Commerce Loop, and is approximately 300-feet south of Seltice Way.

On January 10, 2023 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and testimony the Commission moved to recommend approval of the requested Zone Change. After City Council received the staff report and testimony the moved to approve the requested Zone Change on February 21, 2023.

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

Yes

**APPROVED OR DIRECTION GIVEN:**

Approval

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

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO. \_\_\_\_\_**

**D-Bat Zone Change (Approx. 2.16 ACRES on East Side of Commerce Loop)  
(File No. ZC-22-6)**

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

**WHEREAS**, the City of Post Falls has carried out the hearings required by law to consider this rezoning request and has adopted a Reasoned Decision.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Post Falls, Idaho, as follows:

**Section 1:** That the zoning classification for the approximately 2.16-acre parcel described below is changed from Heavy Industrial (HI) to Industrial (I).

**Legal Description:**

A parcel of land located in the Southwest Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 5, bears South 89°59'11" East, a distance of 2652.75 feet;

Thence North 01°25'42" West along said east line of said Southwest Quarter of Section 5, a distance of 942.69 feet to the Point of Beginning;

Thence North 86°17'30" West leaving said east line of the Southwest Quarter of Section 5, a distance of 671.36 feet to the east right-of-way line of East Commerce Loop;

Thence North 01°25'42" West along said east right-of-way line of East Commerce Loop, a distance of 78.23 feet;

Thence South 88°28'41" East leaving said east right-of-way line of East Commerce Loop, a distance of 286.04 feet;

Thence North 01°10'04" East, a distance of 101.92 feet;

Thence South 83°56'05" East, a distance of 381.64 feet to the east line of said Southwest Quarter of Section 5;

Thence South 01°25'42" East along said east line of the Southwest Quarter of Section 5, a distance of 175.66 feet to the Point of Beginning;

Containing 94,008 square feet, or 2.158 acres more or less.

**Section 2:** The property described above in Section 1 will be designated as Industrial (I) on the official Zoning Map of the City of Post Falls.

**Section 3:** All prior zoning designations for the lands described in Section 1 are hereby superseded.

**Section 4:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

**PASSED** by the City Council upon roll call vote on the 21<sup>st</sup> day of February 2023, and **APPROVED** by the Mayor on the \_\_\_ day of \_\_\_\_\_, 2023.

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

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



**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, rezoning certain property located on the east side of Commerce Loop, north of 6260 E. Commerce Loop, and approximately 300-feet south of Seltice Way, from Heavy Industrial (HI) to Industrial (I). The rezoned property is legally described as:

A parcel of land located in the Southwest Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 5, bears South 89°59'11" East, a distance of 2652.75 feet;

Thence North 01°25'42" West along said east line of said Southwest Quarter of Section 5, a distance of 942.69 feet to the Point of Beginning;

Thence North 86°17'30" West leaving said east line of the Southwest Quarter of Section 5, a distance of 671.36 feet to the east right-of-way line of East Commerce Loop;

Thence North 01°25'42" West along said east right-of-way line of East Commerce Loop, a distance of 78.23 feet;

Thence South 88°28'41" East leaving said east right-of-way line of East Commerce Loop, a distance of 286.04 feet;

Thence North 01°10'04" East, a distance of 101.92 feet;

Thence South 83°56'05" East, a distance of 381.64 feet to the east line of said Southwest Quarter of Section 5;

Thence South 01°25'42" East along said east line of the Southwest Quarter of Section 5, a distance of 175.66 feet to the Point of Beginning;

Containing 94,008 square feet, or 2.158 acres more or less.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. \_\_\_\_\_, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 N. 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 the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. \_\_\_\_\_, rezoning certain property find it to be a true and complete summary of the said ordinance, which provides adequate notice to the public of the contents thereof.

DATED this        day of        , 20        .

---

Warren J. Wilson, City Attorney

**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 06/06/2023**

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**DATE:** 05/31/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Rob Palus  
**SUBJECT:** I90 SH-41 INTERCHAGE (PROJECT A02(442)), CITY - ITD COOPERATIVE CONSTRUCTION AGREEMENT

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**ITEM AND RECOMMENDED ACTION:**

Staff will be providing a summary of the project, associated improvements and financial impacts of the Cooperative Construction Agreement. After discussion with Council, Staff is requesting Council to authorize the Mayor's signature for the City to enter into the Agreement with the Idaho Transportation Department (ITD). Alternately Council may direct staff in what areas to continue negotiations with ITD.

**DISCUSSION:**

The Idaho Transportation Department (ITD) is in the process of constructing a new I90 – SH41 (Exit 7) Interchange. Construction started in the fall of 2022 and is estimated to be completed in 2025. The project impacts City streets, modification of traffic signals and City Utilities. To address the impacts to the City's systems, a Cooperative Construction Agreement has been negotiated between ITD and the City over the past 8 months.

Major items of work that involve City financial participation have a total estimated cost of \$1,192,151.65 and include:

- Mullan Ave. / SH-41 Traffic Signal - \$493,839.00
- Water line relocations and modifications - \$637,153.75
- Sanitary sewer modifications - \$31,350.00
- Centennial Trail revisions - \$29,808.90

The Cooperative Construction Agreement outlines the expectations and financial responsibilities of both parties related to construction of the project. The Cooperative Construction Agreement identifies that the City will commence payment of the \$1,192,151.65 to the Sate within 90 days of execution of the agreement via a mutually agreeable payment schedule (undefined). Staff is proposing the payment to occur within City FY2022. Budget amounts shown below allow for contingency. Development of this agreement has involved staff input and representation from Community Development, Public Works, Parks & Recreation, Finance and Legal Services

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

\$1,278,223.00

**BUDGET CODE:**

034-431.0000.95132	Street Impact Fees	\$ 543,223.00
034-431.0000.95132	Multimodal Impact Fees	\$ 35,000.00
753-462.1710.95520	Water	\$ 650,000.00
651-463.1710.95520	Water Reclamation	\$ 50,000.00

**SUPPORTING DOCUMENTS:** A copy of the Cooperative Construction Agreement is attached.

**COOPERATIVE CONSTRUCTION AGREEMENT**  
**PROJECT NO. A02(442)**  
**I-90, SH-41 IC**  
**KOOTENAI COUNTY**

**20442**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF POST FALLS** hereafter called the City. This agreement will terminate with the final acceptance of the construction project in accordance with Subsection 105.15 of the 2018 Standard Specifications for Highway Construction.

**AGREEMENT:**

This agreement shall supersede the previous construction agreement dated 03-06-2020 for SH-41 within the stated limits but shall be complimentary to the Memorandum of Understanding for Maintenance dated \_\_\_\_\_.

**PURPOSE:**

The State has scheduled this project to reconstruct SH-41 from Seltice Way to 12th Avenue, and I-90 at the SH-41 Interchange. Work on the project includes roadway and bridge construction, traffic signals, utility work, construction of pedestrian/bike path, and a pedestrian underpass. This Agreement will provide for the responsibilities of the parties regarding construction of the project.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

**SECTION I** - The State will:

1. Program the construction of the project and execute all necessary agreements with the Federal Highway Administration, securing the Federal Government's pro rata participation in the eligible construction costs.
2. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the City thereof.
3. Award a contract for construction of the project based on the successful low bid.
4. Assume its share of all construction and engineering costs for the projects, including but not limited to road and bridge construction, traffic signal installation, illumination, combined use pedestrian/bicycle pathway, utilities, and miscellaneous specialty items necessary to complete the projects. City's financial responsibility for the project is detailed in Exhibit A.

5. Construct the following items and utilities solely at the financial responsibility of the City. The City will reimburse the State 100% of the actual construction cost of these items. Estimated costs for these items are detailed on Exhibit A:
  - a. New potable water lines.
  - b. Extension and protection of existing sanitary sewer lines.
  - c. Specifically requested sections of sidewalk.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the projects in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the City, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Install initial placement of Special Pavement Markings – stop bars, crosswalks, arrows.
9. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State highways.
10. Through issuance of an Encroachment Permit, allow the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way and also new facilities to be installed within the new additional right-of-way.
11. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
12. Upon completion of the projects, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the City summarizing the estimated and actual costs, indicating an adjustment for or against the City. Any excess funds transmitted by the City and not required for the project will be returned within sixty (60) days.
13. Provide to the City of Post Falls as-built plans of the completed project, in hard copy (11x17) and digital (.pdf and AutoCAD) including surveyed locations (Idaho State Plane NAD 83 1992 adjustment Horizontal and NAVD 1988 vertical) of Sanitary Sewer cleanouts, manholes, termini of sewer mains and services, drywells, water valves and meters, fire hydrants, water main casing termini, water main bends and fittings installed by the project.
14. Coordinate the review and concurrence of the City for change orders that will impact the City's financial obligation to the project.

**SECTION II** - The City will:

1. Within ninety (90) days of full execution of this agreement, begin paying the State the actual sum represented by their share of work approved and awarded calculated to be \$1,192,151.65 via a mutually agreeable payment schedule with all remaining balance due on or before final acceptance of the project.
2. Remit funds owed the State through the ITD payment portal at:  
<https://apps.itd.idaho.gov/PayITD>.
3. If the City's share exceeds the amount set forth in Section II, Paragraph 1, upon notification by the State, transmit to the State the City's share of such excess cost or enter into an agreement to pay such excess cost on a mutually agreeable payment schedule.
4. Upon receipt of the statement referred to in Section I, Paragraph 12, indicating an adjustment in cost against the City, promptly remit to the State that amount through the ITD Payment Portal.
5. Cooperate with the State in the selection and designation of suitable detour(s) routing during project construction.
6. Cooperate with the State in the timely review and approval of change orders that impact City owned Utility Work (Water lines and Sanitary Sewer lines- Exhibit "A" Item 2)

**SECTION III** – General:

1. Sufficient Appropriation. It is understood and agreed that the State and City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate either beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or City Council as may exist from time to time. The State and the City reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government, the legislature of the State of Idaho or the City Council fails, neglects or refuses to appropriate sufficient funds as may be required for the State or the City to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

**EXECUTION:**

This Agreement is executed for the State by its District Engineer for District One, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Post Falls.

**IDAHO TRANSPORTATION DEPARTMENT**

\_\_\_\_\_  
District Engineer

**ATTEST:**

**CITY OF POST FALLS**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

By regular/special meeting  
on\_\_\_\_\_.



# Exhibit A

## Distribution of Costs of Construction

1) City financial obligation for traffic signals (pro-rated based on number of additional signalized lanes entering the intersection from City Streets).

a. Mullan Avenue & SH-41: (City = 33.3% (2 of 6), State = 66.7%)

- Estimated Total Cost = \$1,483,000.00
- Mullan Ave – 2 lanes (1 lane from each direction, east & west)
- SH 41 – 4 lanes (2 lanes from each direction, north & south)
  - City Portion = \$ 493,839.00
  - State Portion = \$ 989,161.00

2) Utility work - City of Post Falls owned:

- Water lines:

S600-045A	6" PVC	19 LF	@	\$210.00	\$3,990.00
S600-045B	8" PVC	60 LF	@	\$225.00	\$13,500.00
S600-045C	12" PVC	1,874 LF	@	\$140.00	\$262,360.00
S600-045D	18" PVC	315 LF	@	\$315.25	\$99,303.75
S901-05J	R&R FH	3 EA	@	\$7,000.00	\$21,000.00
S901-05O	6" GV	1 EA	@	\$2,500.00	\$2,500.00
S901-05P	8" GV	2 EA	@	\$3,250.00	\$6,500.00
S901-05Q	12" BFV	2 EA	@	\$6,500.00	\$13,000.00
S901-05R	18" BFV	2 EA	@	\$12,500.00	\$25,000.00
S904-05E	24" CASING	1 LS	@	\$190,000.00	<u>\$190,000.00</u>

Sub-total      \$637,153.75

- Sanitary Sewer lines:

605-205A	4" SAN SEW PIPE	14 LF	@	\$325.00	\$4,550.00
S911-05G	SPLIT CASING	40 LF	@	\$670.00	<u>\$26,800.00</u>

Sub-total      \$31,350.00

3) Centennial Trail Revisions - City of Post Falls owned:

- Ross Pt/3<sup>rd</sup> Ave

615-651A	Traf Sep	261 LF	@	\$67.10	\$17,513.10
614-025B	Curb Ramp	10 SY	@	\$511.50	\$5,115.00
614-015A	SDWK	96 SY	@	\$74.80	<u>\$7,180.80</u>

Sub-total      \$29,808.90

Total      \$1,192,151.65

**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 06/06/2023**

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**DATE:** 06/01/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Rob Palus  
**SUBJECT:** SH-41 - SELTICE WAY TO HAYDEN AVE. CITY - ITD MEMORANDUM OF UNDERSTANDING

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**ITEM AND RECOMMENDED ACTION:**

Staff will be providing a summary of the Memorandum of Understanding (MOU), after discussion with Council, Staff is requesting Council to authorize the Mayor's signature for the City to enter into the MOU with the Idaho Transportation Department (ITD). Alternately Council may direct staff in what areas to continue negotiations with ITD.

**DISCUSSION:**

In 2020, the City entered into a MOU with ITD for the SH-41 Widening from 12th Ave. to Hayden Ave. The MOU identified particular maintenance functions to be performed by the City and the State. With the reconstruction of the I90 / SH41 interchange, a MOU is needed to cover the sections of SH41 from Seltice Way to 12th Avenue and the portion of the I90 Business Loop that exists at the intersection of SH-41 / Seltice Way. To reduce the number of agreements, ITD and the City worked to combine the 2020 MOU with the work that is currently under construction. This Memorandum of Understanding has been negotiated between ITD and the City over the past 8 months.

In general, the City is responsible for:

- Maintenance of the SH-41 Trail from Seltice Way to Hayden Avenue
- Electrical costs for four (4) of the eight (8) traffic signals within the corridor. The City was previously responsible for nine (9) traffic signals.
- Electrical costs of roadway illumination outside the States rights-of-way. The City was previously responsible for electrical costs of roadway illumination within the States rights-of-way along SH41
- Roadway markings of City Streets within the ITD rights-of-way
- City can delegate maintenance of improved roadsides to adjoining property owners with separate agreement with the State.

Development of this Memorandum of Understanding has involved staff input and representation from Community Development, Public Works, Parks & Recreation, and Legal Services.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

Maintenance costs / general operational costs of impacted departments

**BUDGET CODE:**  
N/A



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE IDAHO TRANSPORTATION DEPARTMENT**  
**And**  
**THE CITY OF POST FALLS**

**PURPOSE**

The IDAHO Transportation Department (ITD or the State) and the City of Post Falls (the City) desire to provide for the maintenance of state highway routes for SH-41 M.P. 0.00 (Seltice Way) to M.P. 3.450 (North R/W line of Hayden Ave.), hereinafter referred to as the Project Section, within the City and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

**AUTHORITY**

Authority for this Memorandum of Understanding is established by Sections 40-310(5), 40-317(4), 67-2326 through 67-2333 of the Idaho Code.

**RESPONSIBILITIES AND PROCEDURES**

This Memorandum of Agreement supersedes a previous Cooperative Maintenance Agreement dated 03-06-2020 and all other previous agreements for the Project Section, but shall be complimentary to the Cooperative Construction Agreement dated \_\_\_\_\_ until such time of completion of the project and upon all assumption and responsibilities by the Parties as noted within said Cooperative Construction Agreement. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13 and 14 hereof, or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

**1. MAINTENANCE DEFINED**

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, seal coating or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. General utility services such as roadside planting and vegetation control.
- d. Special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

**2. DEGREE OF MAINTENANCE**

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

### **3. HIGHWAY**

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

### **4. ROADWAY**

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

### **5. IMPROVED ROADSIDES**

Improved roadside is the area between the roadway, as defined under Section 4, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area intended for bicycle or pedestrian traffic; located between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

### **6. UNIMPROVED ROADSIDES**

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs, sidewalks, formal lawn, landscaping and/or irrigation do not exist.

### **7. BRIDGES**

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

### **8. TRAFFIC CONTROL DEVICES**

Traffic control devices include all traffic signals, signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon.

### **9. FRONTAGE ROADS**

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

### **10. ROUTINE MAINTENANCE**

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

**a. Roadway**

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

**b. Bridges**

Will be inspected by the State in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's District Engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges. The surface of bridges intended for pedestrian walks and shared use paths shall be routinely maintained to the same level and standard as sidewalks.

**c. Improved Roadsides**

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks/Shared Use Path: Shall be maintained in a usable condition for their intended purpose by removing snow, cleaning, crack sealing, patching and removing heaves that impair ADA accessibility.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle onto the paved roadway surface. No plants, trees, or bushes will be allowed in the area between the roadway and shared use path or sidewalk within the highway right-of-way.
- (4) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

**d. Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed, and hazardous limbs pruned, waterways shall be kept free of debris.
- (3) Sidewalks/Shared Use Path: Shall be maintained in a usable condition for their intended purpose by removing snow, cleaning, crack sealing, patching and removing heaves that impair ADA accessibility.

**e. Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

*All traffic control devices installed inside the full control of access limits (Exhibit C) of the Highway System shall be the responsibility of the State.*

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation. In the event that the "Average Maintained Foot-Candles" of the lighting system drops below seventy (70) percent of the original installed values, the City shall cause the light intensity to be restored to approximately the original values. Any combination of re-lamping and/or cleaning of fixtures may be used to achieve the necessary desired intensity.
- (7) Traffic signals: The State will retain ownership of the controller and cabinet for the traffic signals to be installed on ITD roadways and assume all necessary maintenance responsibilities and costs thereof, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Upon completion of construction and annually thereafter, perform a complete check of the traffic signal equipment and operation, replace all signal lamps on a scheduled basis, and respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.

Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the City and State will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement in accordance with the split established in Exhibit "A" if:

- a) Collection cannot be accomplished after reasonable attempt, or
- b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The City and State agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the funds it advanced.

- (8) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (9) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

## 11. ENCROACHMENT PERMITS

Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record. The State allows the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the State Highway rights-of-way and also new facilities constructed as part of the complimentary Cooperative Construction Agreement to this MOU. Extensions of mains or establishment of new services will require the procurement of an encroachment permit by the City from the State.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
  - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches from the inside face of the curb away from the roadway.
  - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit



f. basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, Idaho Code, Section 40, Chapter 28.

g. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:

- Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards. Benches will comply ADA requirements.
- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.

**12. ROUTE DESCRIPTION**

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
SH-41	0.000 - 3.450	3.450	Main Route between Seltice Way and Rathdrum
*City Streets Within State Right-of-way limits	Various	Various	Ross Point Rd., Herborn Pl., Mullan Ave., 12 <sup>th</sup> Ave., 16 <sup>th</sup> Ave., Horsehaven Ave., Poleline Ave., Market Loop, Early Dawn Ave., Hope Ave., Killdeer Ave., Prairie Ave., Hayden Ave.,
Shared Use Path	0.000 - 3.450	Within ITD r/w	Pedestrian/Bicycle Path

\*This includes portions of City streets that intersect SH-41 or drainage facilities associated with them that will be constructed as part of this project. Exhibit "B" attached.

**13. DELEGATION OF MAINTENANCE**

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated. The City may assign maintenance along Improved Roadsides to adjoining property owners or property owners associations, subject to separate agreement(s) with the State.

**MAINTENANCE FUNCTION**

**AGENCY TO PERFORM WORK**

ROADWAY	SH-41 / I-90B	*City Streets Within State Right-of-way limits / Shared Use Path
1. Surface Repair	State _____	City _____
2. Crack Sealing	State _____	City _____
3. Sweeping and Cleaning	State _____	City _____
4. Snow Removal	State _____	City _____
5. Utilities	City/Utility Companies _____	City/Utility Companies _____
6. Culverts	State _____	City _____
7. Storm Sewers (See Note #1)	State/City _____	City _____

**BRIDGES**

1. Main Structure	State _____	City _____
2. Pedestrian Walks	City _____	City _____

**IMPROVED ROADSIDES**

1. Curbs	State _____	City _____
2. Sidewalk/Shared use path	City _____	City _____
3. Lawn or Grass Areas	City _____	City _____
4. Trees and Planting	City _____	City _____
5. Benches and Planters	City _____	City _____

**\*UNIMPROVED ROADSIDES**

1. Ditching	State _____	City _____
2. Cleaning	State _____	City _____
3. Weed Eradication	State _____	City _____
4. Medians	State _____	City _____
5. Sidewalk/Shared use path	City _____	City _____

**TRAFFIC CONTROL DEVICES**

1. Route Guide Signing	State _____	City _____
2. Other Guide Signs	State _____	City _____
3. Warning Signs	State _____	City _____
4. Speed Signs	State _____	City _____
5. Other Regulatory Signs	State _____	City _____
6. **Highway Lighting/Illumination	State _____	City _____
7. **Traffic Signals	State _____	City _____
8. Lane-Line Markings	State _____	City _____
9. Other Pavement Markings		
Parking Space Limits	N/A _____	City _____
Crosswalks	State _____	City _____
Stop Bars	State _____	City _____
School Crossing	State _____	City _____
Lane Control	State _____	City _____
10. **Illuminated Street name signs	City _____	City _____

<b>ISSUE PERMITS ENCROACHMENTS</b>	State _____	City _____
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<b>ISSUE PERMITS TRANSPORTATION</b>	State _____	City _____
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\*The State's application of wildland grass seed will be considered "Unimproved" Roadside, regardless of the presence of sidewalks or pathways. If the City causes roadside areas to be improved to lawn or grass areas, maintenance of these areas will be the responsibility of the City.

\*\*The City will make payment on utility bills for electrical service for illumination outside State right-of-way and for the following traffic signals: Seltice, Sixteenth, Hope, Seltice/Ross point HAWK intersections.

Note 1: Storm Sewers that are on City right-of-way will be maintained by the City. Any additional peak load to the SH-41 storm water system due to development, will only be allowed with ITD and City approval.

**14. SUBSEQUENT IMPROVEMENTS**

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

The City will encourage the development of collector or connector streets parallel to Highway 41 to promote the flow of traffic to controlled intersections as identified in the City's Transportation Master Plan (2017) and KMPO SH-41 Corridor Master Plan (2016), or most current edition thereof.

Obtain concurrence of the State before using the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaires.

Upon completion of the project, accept from the State ownership of all highway and street lighting equipment installed within Post Falls' city limits, and upon request to energize, assume all operation, and the costs thereof, required to maintain the equipment as identified in section 13 in continuous service during the hours of darkness, and not remove, alter or abandon the lighting equipment without the prior concurrence of the State.

Comply with all pertinent sections of the current ITD Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.

Apply for an Encroachment Permit from the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.

Obtain input and comment from the State before accepting any new street or alley access points connecting to the state highways within 600 feet of SH-41 right-of-way.

## **15. FINANCING**

ITD and the City shall bear all costs of maintenance obligations assigned to them under this Memorandum of Understanding.

## **16. LIMITATIONS**

Nothing in this Memorandum of Understanding between ITD and the City shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this Memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

Sufficient Appropriation. It is understood and agreed that the State and City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate either beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or City Council as may exist from time to time. The State and the City reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government, the legislature of the State of Idaho or the City Council fails, neglects or refuses to appropriate sufficient funds as may be required for the State or the City to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

## **17. EFFECTIVE DATE:**

This Memorandum of Understanding shall become effective upon signature of the Director of ITD or delegate and the signing authority of the City of Post Falls, whichever is most recent, and shall remain in full force and effect until amended or terminated.

**18. METHOD OF TERMINATION:**

This Memorandum of Understanding shall remain in force unless formally terminated by mutual agreement of each party after thirty (30) days written notice to other party.

**19. AMENDMENTS:**

Amendments to this Memorandum shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of the City of Post Falls.

**20. SIGNATURES:**

**IDAHO TRANSPORTATION DEPARTMENT**

By \_\_\_\_\_  
Director or Delegate

Date : \_\_\_\_\_

**CITY OF POST FALLS**

By \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### Traffic Signal Damage or Destruction Responsibility Split

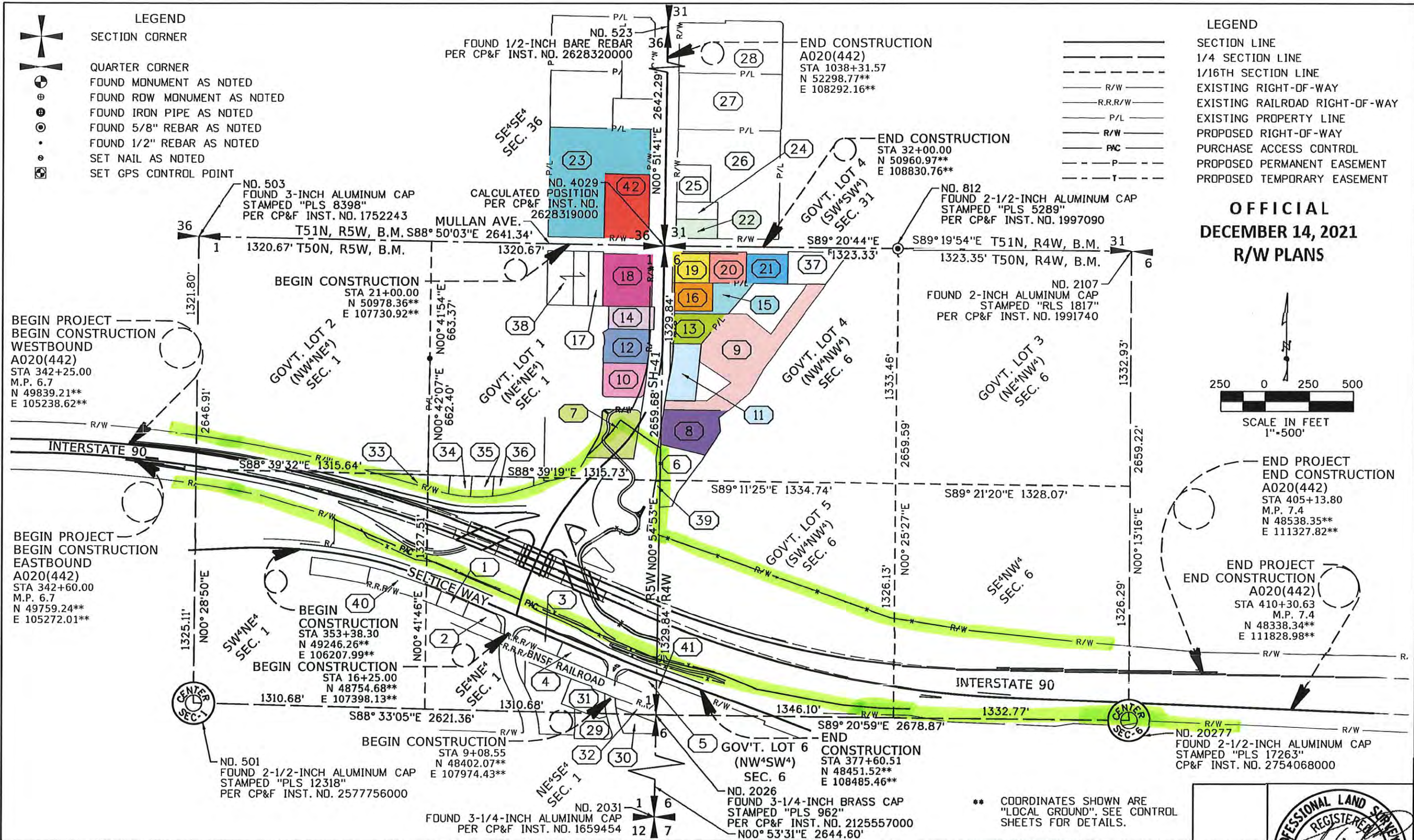
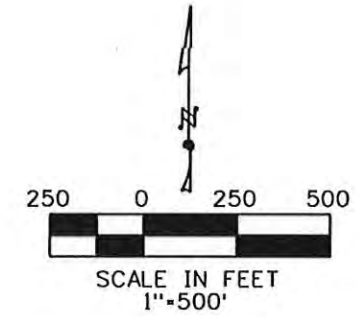
	State (ITD)	City
Seltice Way / Herborn / SH41 (Constructed Cost \$785,000)	100%	0%
Seltice Way / Poss Point (HAWK) (Constructed Cost \$278,515)	100%	0%
I-90 / SH41 (SPUI) (Constructed Cost \$1,337,000)	100%	0%
Mullan Ave. / SH41 (Constructed Cost \$1,483,000)	66.7%	33.3%
16th Ave. / SH41 (Constructed Cost (2022) \$1,389,750)	57.1%	42.9%
Poleline Ave. / SH41 (Constructed Cost (2022) \$1,423,500)	70.6%	29.4%
Hope Ave. / SH41 (Constructed Cost (2022) \$1,409,750)	57.1%	42.9%
Prairie Ave. / SH41 (Constructed Cost (2022) \$1,453,500)	66.7%	33.3%
Hayden Ave. / SH41 (Constructed Cost (2022) \$987,500)	87.5%	12.5%



- LEGEND**
- SECTION CORNER
  - QUARTER CORNER
  - FOUND MONUMENT AS NOTED
  - FOUND ROW MONUMENT AS NOTED
  - FOUND IRON PIPE AS NOTED
  - FOUND 5/8" REBAR AS NOTED
  - FOUND 1/2" REBAR AS NOTED
  - SET NAIL AS NOTED
  - SET GPS CONTROL POINT

- LEGEND**
- SECTION LINE
  - 1/4 SECTION LINE
  - 1/16TH SECTION LINE
  - EXISTING RIGHT-OF-WAY
  - EXISTING RAILROAD RIGHT-OF-WAY
  - EXISTING PROPERTY LINE
  - PROPOSED RIGHT-OF-WAY
  - PURCHASE ACCESS CONTROL
  - PROPOSED PERMANENT EASEMENT
  - PROPOSED TEMPORARY EASEMENT

**OFFICIAL**  
**DECEMBER 14, 2021**  
**R/W PLANS**



\*\* COORDINATES SHOWN ARE "LOCAL GROUND". SEE CONTROL SHEETS FOR DETAILS.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	K DAVIS
DESIGN CHECKED	D RAMUS
DETAILED	K DAVIS
DRAWING CHECKED	D RAMUS

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 20442 OMAP D01.DGN

DRAWING DATE: MAY, 2021

**IDAHO TRANSPORTATION DEPARTMENT**

YOUR Safety - YOUR Mobility - YOUR Economic Opportunity

**DAVID EVANS AND ASSOCIATES INC.**

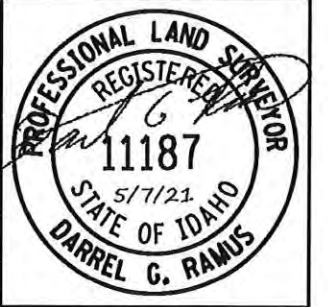
PROJECT NO. A020(442)

**EXHIBIT "C"**

TOTAL OWNERSHIP MAP I-90, SH-41 INTERCHANGE KOOTENAI CO

*Access Control*

<b>ENGLISH</b>	
COUNTY	KOOTENAI
KEY NUMBER	20442
SHEET 2 OF 39	



**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 06/15/2023**

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**DATE:** 06/01/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ross Junkin  
**SUBJECT:** Sole Source Determination and Purchase of Water Reclamation Service Truck

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**ITEM AND RECOMMENDED ACTION:**

City Council approves the purchase of a service truck for Water Reclamation, contingent upon receiving no comments in opposition after a two-week public comment period.

**DISCUSSION:**

The Water Reclamation Division uses a service truck to provide required maintenance at various locations in the collections system and at the treatment facility. Replacement of the current 2013 F550 was approved for the FY23 budget. The existing vehicle is currently in operation but has reached a point of decreased reliability.

A search has been conducted for a medium duty truck with a service box and a crane of sufficient capacity to meet the needs of the water reclamation system. Lead times for new vehicles and a subsequent crane body build and installation are approximately 12 months. More timely replacement of the vehicle will ensure availability to address issues within the water reclamation system. A suitable new model year 2022 truck is available from Knudtsen Chevrolet. Staff inquired with other local dealers, including vendors who provide complete service truck packages, and found no other vehicles available within a shorter timeframe.

Due to the model year of the identified vehicle, it is not expected that any future purchase through traditional bidding processes would result in a lower cost.

Staff requests authorization to purchase this vehicle directly, after the appropriate sole-source public notice process has run.

FISCAL IMPACT: Funds for this purchase would be from the budgeted Water Reclamation vehicle purchase allocation for FY2023. The cost of the vehicle is \$175,836.00.

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

FY 2023 Budget Approval

**APPROVED OR DIRECTION GIVEN:**

Approved

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

**BUDGET CODE:**

650-466.0000.90010



**From:** [Bob Orians](#)  
**To:** [Richard Clark](#)  
**Cc:** [Todd Olson](#)  
**Subject:** Mechanic"s Truck  
**Date:** Thursday, March 16, 2023 2:27:52 PM

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**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.

Rich,

We are happy to provide the following quote to The City of Post Falls...

2022 Silverado 5500 HD 4WD Reg Cab

VIN 1HT KJPV K6 NH608884

Summit White

GVWR 19,500 LBS.

Engine Block Heater

PTO

GCWR 30,000 LBS.

11' Knapheide KMT1-11 Mechanics Body

Steller 7630 (7,500 Capacity 30' Hydraulic Reach)

Numerous upgrades throughout

\$187,236.00 List

Less GM Bid Assistance to The City of PF (\$6400) and Knudtsen Chevrolet Discount to The City of PF (\$5,000)

\$187,236.00-\$11,400.00

**\$175,836.00 City of Post Falls price**

Bob Orians

Commercial & Fleet Manager

Knudtsen Chevrolet

Work – 208 664 8107

Cell – 208 660 3972

[borians@knudtsen.com](mailto:borians@knudtsen.com)

[www.knudtsen.com](http://www.knudtsen.com)

RESOLUTION NO. 23-03

**A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, DECLARING ONE SOURCE VENDOR AND AUTHORIZATION OF NOTICE OF SOLE SOURCE PROCUREMENT**

**WHEREAS**, the city operates a water reclamation facility and wastewater collection system, which occasionally needs critical maintenance; and

**WHEREAS**, the maintenance of that system is best performed using a reliable service truck; and

**WHEREAS**, the existing service truck has reached the end of its useful life; and

**WHEREAS**, Knudtsen can provide a service truck that meets the city's needs within an acceptable timeframe; and

**WHEREAS**, Idaho Code 67-2808 authorizes a sole source procurement when the City Council determines that competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Post Falls: that based on the information compiled by the city Public Works Department, there is only one vendor from which to procure the necessary equipment and capabilities. It is in the best interest of the city of Post Falls to purchase the service truck as a sole source procurement, as competitive solicitation would be impractical, disadvantageous, or unreasonable under the circumstances.

The City Clerk is authorized to have notice of the intent to purchase the equipment as a sole source procurement published in the official newspaper at least fourteen (14) calendar days prior to the city entering into a contract with Knudtsen.

APPROVED by the City Council on this 15<sup>th</sup> day of June 2023.

CITY OF POST FALLS

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Ronald Jacobson, Mayor

ATTEST:

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Shannon Howard, City Clerk