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**PLANNING & ZONING COMMISSION  
MEETING AGENDA**

**April 12, 2022  
5:30 PM**

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

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**MEETING ATTENDEES ARE ENCOURAGED TO MAINTAIN A 6 FOOT SEPARATION FROM OTHER ATTENDEES AT THE MEETING AND MASKS ARE ENCOURAGED FOR THOSE WHO HAVE NOT BEEN FULLY VACCINATED FOR COVID-19.**

**THE MEETING MAY BE VIEWED ON CABLE CHANNEL 1300 OR LIVESTREAMED ON THE CITY'S YOUTUBE CHANNEL (<https://www.youtube.com/c/CityofPostFallsIdaho>).**

**WRITTEN TESTIMONY AT PUBLIC HEARINGS IN LIEU OF ATTENDING IN PERSON IS ENCOURAGED. WRITTEN TESTIMONY WILL BE CONSIDERED TO THE SAME EXTENT AS LIVE TESTIMONY.**

**REGULAR MEETING – 5:30 PM**

**CALL TO ORDER**

**\* PLEASE TURN OFF YOUR CELL PHONES \***

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS**

Carey, Hampe, Steffensen, Davis, Ward, Schlotthauer, Kimball

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

- NATIONAL EDUCATION AND SHARING DAY
- NATIONAL LICORICE DAY

**AMENDMENTS TO THE AGENDA**

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

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

*Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.*

**1. CONSENT CALENDAR**

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

**ACTION ITEMS:**

- a. Minutes – March 23, 2022, Planning and Zoning Commission Meeting
- b. Reasoned Decision – Stockwell Court Subdivision File No. SUBD-0013-2021

**2. CITIZEN ISSUES**

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

**3. UNFINISHED / OLD BUSINESS**

*This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.*

**4. PUBLIC HEARINGS**

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

**ACTION ITEMS:**

- A. **Zoning Recommendation for Wellspring Annexation Review Requested** Subdivision File No(s). ANNX-0001-2022/SUBD-0001-2022 – Laura Jones, Associate Planner, to present a request for a recommendation to city council for a mixed zoning designation of Medium Density Residential (R2) and Limited Commercial (LC) upon annexation of approximately 9.17 acres. Additionally, a subdivision request of 24 lots with 23 - R2 lots and 1-LC lot.
- B. **Zoning Recommendation for Morris Annexation** File No. ANNX-0013-2021 – Jon Manley, Planning Manager, to present a request for a recommendation to city council for a zoning designation of Community Commercial Services (CCS) upon annexation of approximately 12 acres.
- C. **Review Requested** Stone's Throw Subdivision File No. SUBD-0006-2022 – Ethan Porter, Associate Planner, to present – Requesting to subdivide approximately 5.05 acres into 17 single-family residential (R1) lots with a residential density of 3.36 du/acre; lot sizes, on average, are about 10,457 square feet.

**5. ADMINISTRATIVE / STAFF REPORTS**

**6. COMMISSION COMMENT**

**7. ADJOURNMENT**

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: Ryan Davis      Vice Chair: Ray Kimball

Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward



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**PLANNING & ZONING COMMISSION  
MEETING MINUTES**

**March 23, 2022  
5:30 PM**

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

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**MEETING ATTENDEES ARE ENCOURAGED TO MAINTAIN A 6 FOOT SEPARATION FROM OTHER ATTENDEES AT THE MEETING AND MASKS ARE ENCOURAGED FOR THOSE WHO HAVE NOT BEEN FULLY VACCINATED FOR COVID-19.**

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**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS**

Carey, Hampe, Steffensen, Davis, Ward, Schlotthauer, Kimball - Present

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

- **NATIONAL NEAR MISS DAY** – Read by Jon Manley, Planning Manager - Near Miss Day is celebrated on March 23, each year. What would you do if a huge asteroid was about to hit planet Earth? On March 23, 1989, an asteroid about the size of a mountain came very close to colliding with the Earth. Thankfully, it was a near miss! Otherwise, the effect of the collision would have been devastating. People around the world celebrate this day to be grateful that the asteroid didn't wipe us out! According to scientists and astronomers, many meteoroids and asteroids have passed by the Earth since 1989. However, the odds of an asteroid hitting the Earth are not high. That's a relief!
- **NATIONAL CHIP AND DIP DAY** – We provided chips and dip in the Ante Room.

**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.*

Manley – Grace Delight Twin Home Reasoned Decision to be moved from Consent Calendar to Old Business

Motion by Kimball to move to Old Business

2<sup>nd</sup> Steffensen

Commission moved

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

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**None**

### **1. CONSENT CALENDAR**

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### **ACTION ITEMS:**

- a. Minutes – March 8, 2022, Planning and Zoning Commission Meeting
- b. Minutes – March 11, 2022, Planning and Zoning Meeting
- c. Reasoned Decision – Post Falls Baptist Spokane St. Special Use Permit File No. USE-0007-2021

**Motion to approve as present – by Kimball**

**2<sup>nd</sup> by Carey**

**Vote: Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes; Ward – Yes;**

**Schlotthauer – Yes; Hampe - Yes**

**Moved**

### **2. CITIZEN ISSUES**

*This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is not on the agenda. Comments on issues that are planned for future meeting agendas should be held for that meeting*

**None**

### **3. UNFINISHED / OLD BUSINESS**

*This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.*

- a. Reasoned Decision – Grace Delight Twin Homes Special Use Permit File No. USE-0008-2022 – Jon Manley, Planning Manager, to present – changed Condition #6 to Conditions # 6 & 7  
Condition 6 was  
6. Prior to construction, a geotechnical report shall be completed with regards to the potential unconsolidated fill and remediated in conformance with the recommendations of that report.

And was changed to

6. A geotechnical report shall be submitted with application for subdivision to address the potential unconsolidated fill.
7. Prior to platting and/or any residential permits being issued, all unconsolidated fill areas found within the geotechnical report shall be remediated in conformance with the recommendations of that report.

**Carey** – Are you just changing 6 and adding 7 or is it all new?

**Manley** – 7 is new, being changed from a single part to a two-part condition.

**Motion to approve as amended by Kimball**

**2<sup>nd</sup> by Carey**

**Vote: Hampe – Yes; Schlotthauer – Yes; Ward – Yes; Davis – Yes; Kimball – Yes;**

**Carey – Yes; Steffensen - Yes**

**Moved**

#### **4. PUBLIC HEARINGS**

*There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter.*

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#### **ACTION ITEMS:**

- A. Stockwell Court Subdivision File No. SUBD-0013-2021 – Jon Manley, Planning Manager, to present – Requesting to subdivide approximately 4.87 acres into 19 single-family residential lots. Requesting for an approval to subdivide approximately 5-acres into 18 lots within the Single-Family Residential (R-1) zoning designation determining that it meets the requirements of the Post Falls Municipal Code (PFMC). It is generally located south of W. Prairie Ave. between N. Howell Rd. and N. Chase Rd. to the north is county; east is Tranquil Meadows (R-1); to the south is Craftsman at Meadow Ridge (R-1-S) with a PUD to allow for R-1 Bulk and Placement Standards and to the west is Arrowleaf Estates (R-1-S) with a PUD to also allow for the R-1 Bulk and Placement Standards. The preliminary plan shows Green Crest Way running west to east with Stockwell Court being a cul-de-sac with a private lane to the north for easy fire access or emergency services. All the lots that you see here meet the minimum lot size for the R1 zoning of 6500 square feet and they all are greater than the minimum lot width of 60 feet for an R1 zone.

Review Criteria

- Water will be provided by East Greenacres Irrigation District and a will serve letter has been submitted by the applicant.
- The City of Post Falls Fisher lift station is approaching capacity and reconstruction is anticipated for 2024. The City will be providing additional capacity to the Fisher Lift Station during the fall or early winter of 2022 with temporary improvements until long term improvements can be constructed. The developer has agreed to share

- the costs of the temporary improvements by providing a \$5,000 contribution prior to final platting.
- The subdivision and proposed layout accommodate connectivity and should not have a negative impact on the local transportation system. The proposed trail/fire access lane connecting Stockwell Ct. to the multi-use trail on Prairie Ave will assist pedestrian connectivity through the subdivision and provide acceptable circulation for fire accessibility.
    - Condition 2 – the proposed common driveway at the end of Stockwell Ct. shall be shifted 5' to the north to allow for a 20' parking pad to be accommodated for the existing residence to be retained. The front yard setback for garages in PFMC is 20' minimum.
  - The site is located over the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
  - City Council approved the annexation of the Stockwell property at their March 15, 2022, hearing with a zoning designation of Single-Family Residential (R-1). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning). >6500 sq.fr. and >min. lot width of 60'.
  - Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, City water and water reclamations facilities.

All agencies have been notified with the Post Falls Highway District noting no direct access onto Prairie Ave; Kootenai County Fire and Rescue reserve comments for the review and permitting process and the Idaho Department of Environmental Quality had general comments for time of construction.

**Carey** – Green Crest Way, that they are extending across, does it extend into the development next to or will it dead end?

**Manley** – Further to the east there is a terminus of that subdivision and directly to the east Green Crest Way will connect at the southern end of the proposal.

**Carey** – So, it will be connected into the subdivision next to it.

**Manley** – The circulation plan for Green Crest Way is to connect from Arrowleaf through to the very east of other developments, so it creates a connection. The planned outlets that meet our spacing corridors for the Transportation Master Plan will be Paster View St, as it is a north-south and they can go west to Howell Rd. Due to the classification of Prairie Engineering has minimized the outlets onto Prairie.

**Carey** – At this point it will dead end there until further development?

**Manley** – Currently, they can go west to Howell and down southerly to Hydrilla Ave. Fire department has investigated this and they do not have any issues.

**Kimball** – With regards to the existing right-of-way stub off Arrowleaf Lp, there was a comment from one of the homeowners in the packet stating it appeared to be open space or tract, it appears to be developed like that and you explain please?

**Manley** – When Arrowleaf Subdivision went in it was clear in the records that open space was needed to be classified as a PUD. At the time staff discussed if it should be left dirt, leave it open, we didn't know how soon or the time frame of development to the east, so having it as open space for a short or long period of time. We were looking at our transportation network and looking for the interest of the overall community in that area, so we reserved the right-of-way for future connections.

**Carey** – To the north and south of the right-of-way, it will still be open space.

**Manley** – Yes, to the south and north of the right-of-way line will stay green space.

**Kimball** – Once, that connection is built, it will give those on Arrowleaf loop a faster way out to Prairie.

**Manley** – The owners on the east side of Arrowleaf Loop would be able to access Prairie to the east in a faster timeframe.

**Steffensen** – For the private lane, how is that constructed to where it's only going to be fire access and mitigate people from trying to use it otherwise?

**Palus** - The proposed construction plans do show bollards being put in both on the Prairie Ave. side and then on the southern side by the private lane to prevent vehicles from utilizing it unless they have a key to get around the bollards, the fire department has.

**Manley** – One last note, when reviewing a subdivision, the six criteria is what is being looked at for the decision of approval or denial.

**Steffensen** – For the sewer and temporary improvements is \$5,000 a fair share to help mitigate the cost to the city?

**Palus** - City staff did look at what the potential cost of the temporary improvements were, and we did look at what the percentage share of that additional capacity that is being used by them versus two city projects which have been approved for construction. That \$5,000 represented around about five percent of what the estimated total cost of doing those temporary upgrades to the lift station would be so we thought it was a fair representation of what their impact was

**Steffensen** - Based off what you think the usage will be for that area?

**Palus** – Yes, if you look at the total capacity of the lift station for this number of homes it is a very small impact, but we are at the standpoint where if this subdivision didn't come in and if the city wasn't doing its improvements; we would be right up close to the full capacity of that lift station. With this coming in it was in a gray area but being in the gray area and then the city adding about another 50 gallons per minute to the lift station because we're taking two other lift stations off, it really accentuated the need for putting something temporarily in there until 2024 and this was the least expensive option. We did talk with the applicant through the process to get to this and they can comment a little bit further as to how they feel on that \$5,000, but we felt that that was a fair and equitable share towards the lift station.

**Schlotthauer** - What do you put in temporarily?

**Palus** – So, what we're doing temporarily, is we're putting in a couple of larger pumps and then that will also include some additional electrical work. The electrical work tends to be the more expensive part in this because we did happen to have a spare pump laying around that was about the right size to take care of part of that need which helped a little bit on that cost

**Hampe** – So, when the \$5,000 is contributed will there be enough money to do this improvement in full?

**Palus** – Correct, our city crews have most of the materials on hand now because we're moving forward with another project that sometime during the summer is going to be putting more flow in that area. We see that need for those temporary improvements are sometime during the construction year of 2022 so, having these things online by the end of 2022 will be fine as this subdivision comes in, they're not going to have all the homes built and occupied by the end of this year. Plus, there are three other subdivisions out there which are in the process of development and we don't think that those will be fully built out by the end of the year as well so we have the money we've got most of the parts now we can get the rest of it and our water reclamation department has committed to having those improvements in place by the end of this year when they're truly needed.



**Applicant – Chuck Hughes, Coeur d’Alene** - Simple subdivision it's an infill with equal size lots around it, some are a little bigger and some are about the same size. The average lot size is .19 over 8,000 square feet which meets the R1 zoning. One of the benefits of annexing this lot and converting into a subdivision, the existing home will be taken off septic and city sewer will be extended. This relieves some of the load of the aquifer. We will also be paying for part of the expansion on Prairie. The sewer will be extended from the east portion of the subdivision with the water being stubbed on both ends with two fire hydrants. There has been allot of discussion about Green Crest Way however, this will conform with the traffic pattern that’s planned. The traffic will flow west to east and flow up to the north.

**Jeremiah Steckman, Rathdrum** - The temporary sewer improvements that are required are required regardless of whether this project goes forward our participation in that is really an acknowledgement that we're going to utilize those, and we've worked with staff to come to those numbers I think they're fair to all parties. It is important to note that regardless of whether this goes forward those improvements will need to be done for the sake of other projects coming online so just want to make that clear.

**Testimony:**

**In Favor - None**

**Neutral - None**

**In Opposition – Jay Linthicum, 1600 W Hydrilla** – I have two concerns, the first is the proposed density. The proposed plan shows 18 individual private lots to be established on this small acreage. This development sits adjacent to and east of Arrowleaf loop with the next main thoroughfare being Chase Ave. There are two other nearly identical properties of this size under current developments and nearing completion which have divided their developments not into 18 private lots but 12 on the same sized acreage. Six less private lots per development than the proposal we have before us tonight. Except for one development west of Arrowleaf Loop, all other developments have no more than 12 private lots per comparable acreage and just across Fisher there are no more than 4 – 6 private lots per comparable acreage. (1.5 acre lots) the nearby neighborhoods would prefer that the density of this proposal align more with the existing and prevailing community design of the surrounding neighborhoods. Just as the other nearby developments underway of similar size can make a handsome profit from twelve lots, it is reasonable that the same handsome profit can be made here, in this development, if it were approved with 12 private lots instead of 18. If I understand the proposed development plan correctly, half of these proposed lots back yards will be facing the front yards and front doors of the now existing neighbors. If a property owner puts a car on blocks, or parks a boat, travel trailer or RV which gets mowed around but not under, or a well-intended but no unintended garden plot that has gone to seed and weeds, or has well worn swing set that is now rusty and dilapidated or choose to leave a table out where they routinely dress the fish from fishing trips or to dress the deer from a successful hunting trip in preparation for the garage freezer, if her puts this in their front yard, the city would take issue to have this situation corrected, if they are in the backyards it wouldn't be corrected. As these new backyards are going to face our front yards, 14-15 existing property owner facing very unsightly front yard views in the future. Having a cluttered and

messy back yard across from your backyard is one thing, having it face our front yard is something else.

**Rebuttal – Chuck Hughes** - On the south side of Stockwell the homes back yards, then you have Hydrilla Ave and then open space with a privacy fence along the proposed subdivision. So, the backyards face the front yards of the owners to the south however, there is a street with open space and a privacy fence. In terms of density, we are less dense than the subdivision to the west as we average .19, we have 4 lots on the west side that are .24. We have met the R-1 zoning standards.

**Hampe** – Can you show us again where the backyards will be?

**Hughes** – The line on the left side of the screen (south of the subdivision) is where the backyards will be, with open space to the south with Hydrilla Ave and then the front yards.

**Hampe** – So, on the other side of Hydrilla?

**Hughes** – Yes, you have a street, open space and then a privacy fence.

**Hampe** – You do have a privacy fence?

**Hughes** – Correct, we were required to do privacy fencing all the way around.

**Schlotthauer** – Is the privacy fence part of the conditions?

**Manley** – It will be apparent when we go over the 6 criteria if it does or if it doesn't.

#### **Deliberation -**

1. Water system supply is adequate in terms of quantity and quality for the type of subdivision proposed.

**Kimball** – The East Greenacre Irrigation Will Serve letter is what we must lean on, if they say they can serve it and have the ability and capacity we must rely on that there is no evidence to the contrary.

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

**Steffensen** – It sounds like whether this development goes forward or not those temporary improvements and ultimately long-term improvements were going to have to be done because of the growth. Sounds like the city is working with all the different developments not only this one but the other ones to talk and get everything situated on a fair and equitable price so the city doesn't spend too much more money on things. I'm fine with that solution.

**Kimball** – I think it was described well, basically doing some electrical upgrades in the panels and they're dropping new pumps in the hole and it's something they're going to do anyway. This is an opportunity for the city to say to the developer if you have 19 lots coming online then your fair share is \$5,000, this came from the city and if they provide this amount then the city will have the capacity to serve the proposed developments.

**Hampe** – I have less concern knowing the money is there.

**Schlotthauer** – I am pleased as it does seem like a fair share and a lot of times, I think it might be the applicant that pays more than what might seem fair, so the city did a good job here.

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

**Carey** – I think staff covered the streets, they explained exactly what the movement is going to be for this and in the future.

**Davis** – Is everyone comfortable with the short term and long term?

**Kimball** – Yes, they are doing what everyone else is doing along here, the pathway will be built and give the city a check for Prairie Ave's improvements, so the widening gets done at the same time instead of piece by piece. This fills the gap between two developments and connects roads.

**Davis** – With development comes the infrastructure.

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

**Carey** – Nothing noted.

**Steffensen** – Straightforward no individuals came forward saying something was used for this 20 years ago.

**Davis** – Varied fuel tanks etc.

5. Area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.

**Carey** – It is similar to what is being built around it.

6. This is the fair share piece of the criteria – community impact, cap fees and fair share.

**Steffensen** – This goes to our common statement of the impact fees, we already heard they will be giving a fair share for the sewer which is great and the improvements to Prairie which every development is just giving money in lieu of doing the improvements so that will be done at one point.

**Kimball** – Not only are they going to be paying impact fees but they're going to pay cap fees for sewer too and there'll be water hookup fees for the irrigation for the water district as well.

**Manley** – I have one clarification to share.

**Schlotthauer** – On the Subdivision conditions you have one for the fence, item number 10 along Prairie but not for the other end, what's the reasoning for that?

**Manley** – I believe it is the road classification for Prairie Ave.

**Palus** - City code does not require subdivisions to put in fences around their perimeter however, we do have in our road design standards that when a subdivision is either adjacent to a railroad or a principal arterial roadway, we also will usually do this along most minor arterial roadways as well due to the higher speed and higher traffic volumes require the fence to go up in those locations to try to provide some additional safety from the subdivision versus the busier roadways or the railroad so no it was not a condition in here they can add that though correct, Manley?

**Manley** – I would allow legal council to what the parameters are on that aspect. I wanted to point out that there is a reference to 19 lots however, they are depicting 18 lots, they are not sneaking in an extra lot. Back to the fence condition.

**Herrington** - At the subdivision stage it's really limited to whether or not it complies with our adopted ordinances and code so generally we don't use subdivisions to add additional conditions that may create brand new requirements that aren't in code um so as rob stated uh the code doesn't require uh perimeter fences um however they are putting the fence long prairie if they're amenable to putting the fence around the perimeter or on those southern properties that's certainly something that can be included in the conditions of approval.

**Kimball** – I would think we'd leave it at their discretion and allow them to honor their word.

**Carey** – I don't know if I am out the period in which I can ask this question, I just have one regarding the open area. Is that part of the development next to it or part of this development?

**Manley** – I can pull up the map.

**Davis** – You pull up the map and we will discuss it.

**Carey** – So, it is part of theirs, so the neighboring development has the maintenance of that.

**Manley** – This green space is part of Arrowleaf. The greenspace south of this property is Craftsmen at Meadow Ridge.

**Carey** – None of them will be maintained by this property then.

**Kimball** – None of them are new.

**Motion to approve finding it meets the approval criteria in the PFMC as outlined in our deliberation. Subject to conditions 1-14 as contained in the staff report and direct staff to prepare a Reasoned Decision by Carey**

**2<sup>nd</sup> by Steffensen**

**Vote: Hampe – Yes; Schlotthauer – Yes; Ward – Yes; Davis – Yes; Kimball – Yes;**

**Carey – Yes; Steffensen - Yes**

**Moved**

**5. ADMINISTRATIVE / STAFF REPORTS**

None

**6. COMMISSION COMMENT**

**\*\* Commissioners thanked staff for the chips and dip\*\***

**7. ADJOURMENT 6:19PM**

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Chair: Ryan Davis Vice Chair: Ray Kimball

Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

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

Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

**Stockwell Court Subdivision  
File No. SUBD-0013-2021  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Chuck Hughes

LOCATION: South of Prairie Ave; between Howell Rd and Chase Rd.

REQUEST: Subdividing approximately 5 acres into 18 commercial lots.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Will Serve
5. A-5 Auth Letter
6. A-6 Title Report
7. S-1 Staff Vicinity Map
8. S-2 Staff Zoning Map
9. S-3 Staff Future Land Use Map
10. PA-1 PFHD Comments
11. PA-2 KCFR Comments
12. PA-3 DEQ Comments
13. PC-1 Wenger Comments
14. PZ Staff Report
15. Testimony at the March 23, 2022 hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the March 23, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 4.87 acres into 18 lots within the Single-Family Residential (R-1) zoning designation (SUBD-0013-2021). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

**John Manley, Planning Manager**

Mr. Manley presented the staff report to the Commission. He testified that the owner of the property is Dave and Debbie Stockwell represented by the Applicant Chuck Hughes. He testified that the applicant is seeking to subdivide approximately 4.87 acres into eighteen residential lots within the Single-Family Residential (R-1) zoning designation.

PARCEL INFORMATION:

Property Size: 4.84 acres

Current Land Use: Single family residence

Current Zoning: Undergoing annexation from Kootenai County rural zoning designation to the City of Post Falls Single Family Residential (R-1) zoning.

Proposed Land Use: The proposed subdivision will serve a single-family residential housing development

Surrounding Land Use: The land uses to the east, south and west include single-family residential subdivisions within the City of Post Falls. To the north is a single-family residential lot within Kootenai County.

Surrounding Zoning Districts: Tranquil Meadows, to the east, is a R-1 subdivision. To the south is the Craftsman at Meadow Ridge subdivision which is zoned R-1-S with a PUD which allows for roughly 1/3-acre lots and R-1 setbacks. To the west is Arrowleaf Estates which also is a R-1-S subdivision with a PUD which allows for modified standards similar to the R-1 bulk and placement standards. The property to the north is zoned Agricultural within an unincorporated portion of Kootenai County.

Water Provider: East Green Acres Irrigation District

Sewer: City of Post Falls

Mr. Manley testified that the site is located south of W. Prairie Ave. about halfway between N. Howell Rd. and N. Chase Rd. He illustrated that the surrounding area includes large lots in Kootenai County to the north, the R-1 zoned Tranquil Meadows to the east, Craftsman and Meadow Ridge an R-1-S zone with a PUD to allow R-1 bulk and placement standards to the south, and Arrowleaf Estates, also an R-1-S with a PUD to allow R-1 bulk and placement standards to the west. He testified that most of the development around this proposal is R-1 in nature. He explained how the built environment would be with the development to the east and west, indicating that right-of-way from Arrowleaf had already been dedicated, providing connectivity as development occurred to the east. He testified that all the lots in the proposal meet the minimum lot size for the R-1 zone of 6,500 sq/ft and all have a greater than the minimum lot width of sixty feet.

Mr. Manley testified regarding the first review criterion, stating again that water will be provided by East Green Acres Irrigation District and a will serve letter has been submitted by the applicant. As to the second criteria, he stated that this project did bring some scrutiny as to whether the city could accommodate the sewage flows. He explained that the lift station that would handle the sewage was approaching capacity but that reconstruction of that lift station is anticipated for 2024. Additionally, he asserted that the city will be adding additional capacity by the fall or early winter of 2022 through temporary improvements to the lift station. He testified that the city does not see any impediment to the ability to provide service to the site. He certified that the developer has agreed to share in the costs of the temporary improvements through a \$5000 contribution.

Mr. Manley testified to the third review criteria, stating that the proposed layout is consistent with the transportation element of the comprehensive plan. He explained that the trail or fire access will assist in pedestrian activity and added safety for fire access. He noted that Condition 2, that the proposed common driveways at the end of Stockwell Ct, must be shifted five feet north to allow a 20-foot parking pad to accommodate parking.

Mr. Manley testified regarding the fourth review criteria, stating that at this time there are no known soil or topographical conditions that have been identified as hazards and notes that the site is located over the Rathdrum Prairie Aquifer. As to the fifth review criteria, he attested that the proposed lots comply with the requirements in the R-1 zoning designation. Finally, as to the last review criteria, he testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Mr. Manley, in response to a question from the Commission regarding Green Crest Way, explained that the circulation plan is to connect from Arrowleaf through the very east side of the other development. He went on to state that the planned outlets meet the spacing corridors established by the Transportation Master Plan.

Mr. Manley, in response to a question from the Commission, explained that in the Arrowleaf Subdivision, the open space tract included the right-of-way but was left dirt and open because it was

unknown when the property to the east would be developed. He clarified that the areas to the north and south would be remain green space.

**Rob Palus, Assistant City Engineer**

Mr. Palus, in response to a question from the Commission, testified that to keep the fire access from being used otherwise, the construction plans call for bollards being placed to prevent vehicle access unless they have a fire key.

Mr. Palus, in response to a question from the Commission regarding whether the \$5,000 given for the temporary improvements for sewer was a fair share to help mitigate the cost to the city. Mr. Palus testified that the city did look at what the percentage share of that additional capacity that is being used by them versus two city projects which have been approved for construction. He indicated that \$5,000 represented around about five percent of what the estimated total cost of doing those temporary upgrades to the lift station would be so we thought it was a fair representation of what the project's impact was. He noted that if you look at the total capacity of the lift station for this number of homes it is a small impact, but we are at the point where if this subdivision did not come in and if the city were not doing its improvements; we would be close to the full capacity of that lift station.

Mr. Palus testified that with this coming in and with the city adding about another fifty gallons per minute to the lift station because two other lift stations would be going offline, it really accentuated the need for putting something temporarily in there until 2024 and this was the least expensive option. He explained that they did talk with the applicant through the process to get to this and they can comment a little bit further as to how they feel on that \$5,000, but we felt that that was a fair and equitable share towards the lift station.

Mr. Palus testified that for the temporary improvements, they are putting in a couple of larger pumps and then that will also include some additional electrical work. The electrical work tends to be the more expensive part in this because the city did happen to have a spare pump laying around that was about the right size which helped a little bit on that cost.

Mr. Palus testified that city crews have most of the materials on hand now because they are moving forward with another project that is going to be putting more flow in that area. We see that need for those temporary improvements during the construction year of 2022, having these online by the end of 2022 will be fine as this subdivision comes in, they are not going to have all the homes built and occupied by the end of this year. Additionally, he stated that there are three other subdivisions out there in the process of development and we do not think that those will be fully built out by the end of the year as well. He asserted that we have the money, we have most of the parts, we can get the rest of it, and our water reclamation department has committed to having those improvements in place by the end of this year when they are truly needed.

**Chuck Hughes, Applicant**

Mr. Hughes testified that this is a simple subdivision, it is infill with equal size lots around it, some are a little bigger and some are about the same size. He explained that the average lot size is .19 over 8,000 square feet which meets the R1 zoning. He asserted that one of the benefits of annexing this lot and converting into a subdivision, the existing home will be taken off septic and city sewer will be extended, relieving some of the load of the aquifer. He indicated that they will also be paying for part of the expansion on Prairie. He attested that the sewer will be extended from the east portion of the subdivision with the water being stubbed on both ends with two fire hydrants. He testified that there has been a lot of discussion about Green Crest Way however, this proposal will conform with the traffic pattern that has been planned, the traffic will flow west to east and flow up to the north.

**Jeremiah Steckman, Axiom Homes, Applicant**

Mr. Steckman testified that the temporary sewer improvements that are required are necessary regardless of whether this project goes forward and our participation is really an acknowledgement that we are going to utilize those improvements, and we have worked with staff to come to those numbers, they are fair to all parties. He reiterated, that regardless of whether this goes forward those improvements will need to be done for the sake of other projects coming online.

**Public Testimony:**

The hearing was opened for public testimony.

**Jay Linthicum**

Mr. Linthicum testified that he concerned about the proposed density and that the proposed plan shows 18 individual private lots to be established on this small acreage. He explained that this development sits adjacent to and east of Arrowleaf Loop with the next main thoroughfare being Chase Ave. to the east. He expounded that there are two other nearly identical properties of this size under current developments and nearing completion which have divided their developments, not into 18 private lots, but 12 on the same sized acreage. He interpreted that this is six less private lots per development than the proposal we have before us tonight, with the exception for one development west of Arrowleaf Loop. He attested that all other developments have no more than 12 private lots per comparable acreage and just across Fisher there are no more than 4 to 6 private lots per comparable acreage. He claimed that the nearby neighborhoods would prefer that the density of this proposal align more with the existing and prevailing community design of the surrounding neighborhoods. He stated that just as the other nearby developments underway of similar size can make a handsome profit from twelve lots, it is reasonable that the same handsome profit can be made here, in this development, if it were approved with 12 private lots instead of 18.

Mr. Linthicum testified that his second concern was the proposed development plan indicated that half of the proposed lots had back yards that will be facing the front yards and front doors of the now existing neighbors. He opined that if a property owner puts a car on blocks, or parks a boat, travel trailer, or RV which gets mowed around but not under, or a well-intended but now untended garden plot that has gone to seed and weeds, or has well-worn swing set that is now rusty and dilapidated, or choose to leave a table out where they routinely dress the fish from fishing trips, or to dress the deer from a successful hunting trip in preparation for the garage freezer. He deduced that if he puts this in their front yard, the city would take issue to have this situation corrected. He concluded that if these items are in the backyards, it would not be corrected. He theorized that as these new backyards are going to face our front yards, 14-15 existing property owners may face very unsightly front yard views in the future. He argued that having a cluttered and messy back yard across from your backyard is one thing, having it face your front yard is something else.

**Rebuttal:**

**Chuck Hughes, Applicant**

Mr. Hughes testified that on the south side of Stockwell the homes backyards will have a privacy fence along on the edge of the proposed subdivision, then open space, then farther to the south is Hydrilla Ave. So, he surmised, the backyards do face the front yards of the owners to the south, however, there is a street, open space, and a privacy fence as a buffer.

Mr. Hughes testified that in terms of density, we are less dense than the subdivision to the west as we average .19, we have 4 lots on the west side that average .24. He asserted that they have met the R-1 zoning standards.



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

**C. SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

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

The finds that East Greenacres Irrigation has provided a sill serve letter, if they say they can serve it and have the ability and capacity we must rely on that, there is no evidence to the contrary.

The Commission determines that water service to the project would be provided East Greenacres Irrigation District and they have adequate capacity to provide service to the project as proposed.

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

The Commission finds that whether this development goes forward or not temporary improvements and ultimately long-term improvements are going to be done. The city is working with all the different developments to talk and get everything situated on a fair and equitable price so the city does not spend too much more money on things.

The conceptual layout of the sanitary sewer system as proposed shows the ability to be served and shall be designed and constructed to City Standards. Existing homes, if remaining, will be required to connect to city sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

The city will be providing additional capacity to the downstream lift station (Fisher Lift Station) during the fall or early winter of 2022, this will be temporary improvements until long term improvements can be constructed (currently scheduled for 2024). The developer has agreed to share in the costs of the temporary improvements by providing a \$5,000 contribution prior to final platting.

The city will be doing some electrical upgrades in the panels, they are dropping new pumps in the hole, and it is something they are going to do anyway. This is an opportunity for the city to say to the developer if you have 19 lots coming online then your fair share is \$5,000, this came from the city and if they provide this amount then the city will have the capacity to serve the proposed developments. It is a fair share, so the city did an excellent job here.

Therefore, the Commission determines that the City of Post Falls has made adequate provisions to capacity and provide service to the subdivision as proposed. The City of Post Falls has current capacity and is willing to provide service to the subdivision, as proposed.

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

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The proposed trail/Fire Access lane connecting Stockwell Ct. to the multi-use trail on Prairie Ave will assist pedestrian connectivity through the subdivision and provide acceptable circulation for Fire Access. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Green Crest Way and Stockwell Ct. shall be designed as 32-foot-wide roadways (33 feet back of curb to back of curb). The proposed 60-foot right-of-way is acceptable as it matches the cross section that was previously approved and utilized in the Tranquil Meadows Subdivision, immediately to the east.

A cross section was not provided for Prairie Ave. A preliminary design layout shall be provided for Prairie Avenue and the frontage improvements. The multi-use trail, street trees and roadway illumination shall be installed as part of the subdivision and remaining improvements (roadway widening, curb & gutter) cashed out as part of the subdivision.

Roadways, storm drainage management, roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards with final design and construction.

The city will be responsible for plowing and maintenance of the public roadways. Adjacent property owners will be responsible for maintenance of sidewalks, including snow removal, irrigation and maintenance of roadside swales and street trees. A Homeowners Association shall be responsible for maintenance of the Prairie Avenue frontages (including irrigation of swales, street trees, landscaping, and the multi-use trail – including snow removal) as well as the trail/Fire Access lane connecting Stockwell Ct. to the trail on Prairie Ave.

This development is doing what everyone else is doing along here, the pathway will be built and they will give the city a check for Prairie Ave's improvements, so the widening gets done at the same time instead of piece by piece. This fills the gap between two developments and connects roads.

Therefore, the Commission finds that the proposed streets are consistent with the transportation element of the Comprehensive Plan.

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

The Commission determines that: There are no soil or topographical conditions which have been identified as presenting hazards, no evidence was presented to the contrary.

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

The Commission determines that: This subdivision request is within the City of Post Falls and is in a R-1 zone. The proposed use conforms to the zoning and other requirements found in PFMC; it is like what is being built around it.

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

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

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

It is the decision of the Commission that the requested subdivision can meet the City's standards,

however, to meet the criteria certain conditions will need to be met. Those conditions, 1-14 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the representations made to the Commission on March 23, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. The proposed common driveway at the end of Stockwell Ct. shall be shifted 5' to the north to allow for a 20' parking pad to be accommodated for the existing residence to be retained. The front yard setback for garages in PFMC is 20' minimum.
3. 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.
4. 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.
5. The proposed subdivision must be completed in a single phase.
6. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
7. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. 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.
8. 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.
9. Direct access from residential lots to Prairie Avenue shall be prohibited on the face of the plat.
10. A fence shall be constructed along the Prairie Avenue frontage with initial subdivision construction
11. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
12. The project will be responsible for extending Green Crest Way westerly and tying into Arrowleaf Lane. There is no reimbursement for the 100 feet (more or less) of roadway extension.
13. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Prairie Avenue and the trail/Fire Access lane connecting Prairie Avenue to Stockwell Court; including all landscaping, irrigation, and removal of snow from sidewalks and trails.
14. Existing homes identified to remain shall provide, with construction plan approval, for the removal of existing septic systems and connection of structures to the City's Water Reclamation System; including payment of all associated connection fees.

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

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

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

**SUBD-0013-2021:** Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the

conclusion of the Post Falls Planning and Zoning Commission that the request, Stockwell Court Subdivision, SUBD-0013-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

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**CITY OF POST FALLS**  
**STAFF REPORT**

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**DATE:** April 8, 2022

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

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

**SUBJECT:** STAFF REPORT FOR THE APRIL 12, 2022, P&Z COMMISSION MEETING  
WELLSPRING ANNEXATION AND WELLSPRING ADDITION SUBDIVISION  
ANNX-0001-2022 & SUBD-0001-2022

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**INTRODUCTION:**

Bart North, of North Engineering is requesting, on behalf of Fivefold Foundation Ministries, Inc., the property owner, approval to annex and subdivide approximately 9-acres into a total of 24 lots within the City of Post Falls with a zoning request of Medium Density Residential (R-2) zoning on 23 of the lots and Limited Commercial (LC) zoning on the remaining lot (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:** Wellspring Annexation and Wellspring Addition Subdivision  
File No. ANNX-0001-2022 & SUBD-0001-2022

**Owner(s):** Fivefold Foundation Ministries, Inc., P.O. Box 450, Post Falls, ID 83877

**Applicant:** North Engineering, P.O. Box 2486, Hayden, ID 83835

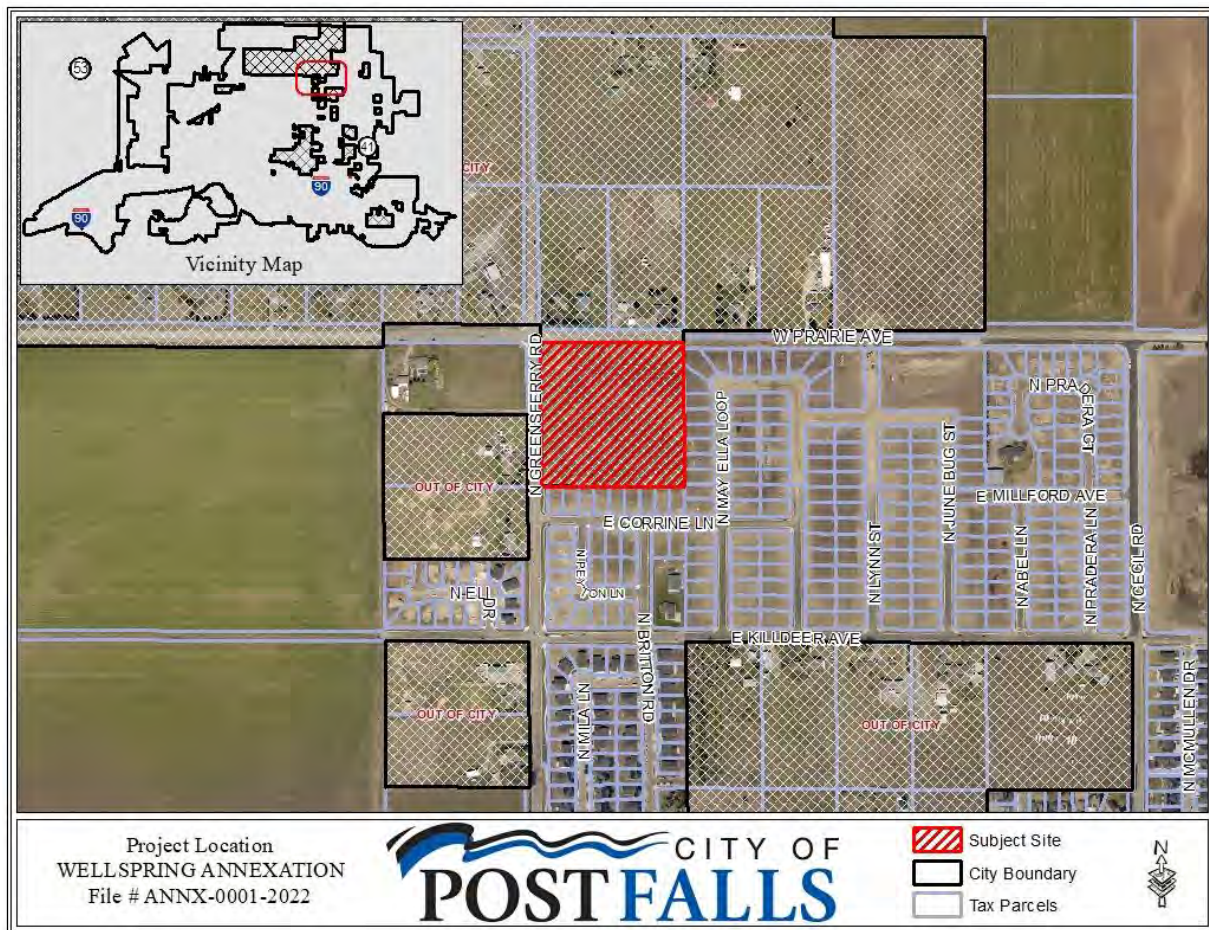
**Project Description:** Annex and subdivide 9.14-acres into 24 lots within the City of Post Falls with a zoning request of Medium Density Residential (R-2) zoning on 23 of the proposed lots and Limited Commercial (LC) zoning on the remaining proposed lot.

**Project Location:** The property is generally located on the southeast corner at the intersection of W. Prairie Avenue and N. Greensferry Road.

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

**Surrounding Land Uses:** Located north of the project site, across W. Prairie Avenue, are single family residential properties within an unincorporated part of Kootenai County. Adjacent to the site on the east are single-family residential homes, with Medium Density Residential (R-2) zoning, within the Green Meadows 1<sup>st</sup> Addition Subdivision. The properties to the south consist of Single Family Residential (R-1) homes within the Green Meadows Subdivision. To the west of the project site, across N. Greensferry Road, are two single family residential homes, one within an unincorporated portion of Kootenai County and one recently annexed into the City of Post Falls with a zoning designation of Commercial.

**Area Context Vicinity Map:**



**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

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

The Future Land Use Map classifies this property with the land use designation of **Transitional**. This designation is assigned to lands suitable for growth. The timing for growth is undetermined, and guidance for proposed growth can be located within the associated Focused Area. Assigned zones should be compatible with adjacent zones and uses within the City and consistent with the guiding principles within the associated 41 North focus area.

The 41 North focus area 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.

- 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 inadequacy's identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended from the southwest corner of the property to Prairie Avenue, in conformance to the City's Water Reclamation Master Plan. 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 would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Greensferry Road, a classified Minor

Arterial; and Prairie Avenue, a classified Principal Arterial and Critical Arterial Corridor. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Greensferry Road - minor Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage and utility easement. 55-foot half road right-of-way measured from the section line near the existing centerline of Greensferry Road. Right-of-way line to align with the subdivision immediately to the south.

Prairie Avenue- Principal Arterial: 110-foot total right-of-way width, along with a 15-foot sidewalk, drainage and utility easement. 55-foot half road right-of-way measured from the section line near the existing centerline of Prairie Avenue. Right-of-way line to align with the subdivision immediately to the east.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining Arterial Roadways that would distribute traffic from the subject site to SH41, Poleline Ave., as identified in the City's Transportation Master Plan. Access to the site would be restricted in conformance with City Standards to Greensferry Rd. and Prairie Avenue. Additional access restrictions exist along Prairie Avenue, in conformance with the KMPO Critical Arterial Corridor Policy.

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

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

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

Staff Comment: The proposal is partially located within a commercial node as outlined in the Comprehensive Plan. The owner's intent to build a church within this commercial area might provide daily needs services within walking distance of residences.

**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: Due to recent annexation the site is currently located within a County "island".

- That have readily-available service infrastructure and capacity;

Staff Comment:

- That support increased development intensity near the urban core.

Staff Comment: The site is not located within the urban core however it is

located within a commercial node.

**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 W. Prairie Avenue and N. Greensferry Road 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 as part of the development of this site.

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

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

Staff Comment: Compliance with associated master plans has been outline herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

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

- Studies that evaluate environmental and public service factors;

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

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

Staff Comment: The recently annexed commercial property to the west could coordinate extension of public services associated with this annexation request.

- 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 Ross Point Water District as part of the annexation agreement.

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

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

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, 1 per lot per frontage will be required with the associated residential subdivision. Lastly, parking lot trees within the limited commercial site will be required to meet the standard for shade as outline in the commercial performance standards of the Post Falls Municipal Code.

**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:

Greensferry Road, a minor arterial, is designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 5,000 vehicles per day.

Prairie Avenue, a principal arterial, is designed to accommodate traffic volumes of 12,000 - 30,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 9,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to adjoining arterial roadways that would distribute traffic from the subject site to SH41, Poleline Avenue, as identified in the City's Transportation Master Plan. Access to the site would be restricted in conformance with City Standards to Greensferry Road and Prairie Avenue. Additional access restrictions exist along Prairie Avenue, in conformance with the KMPO Critical Arterial Corridor Policy.

**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 southwest corner of the property and would need to be extended to Prairie Avenue at the time of site development. 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.

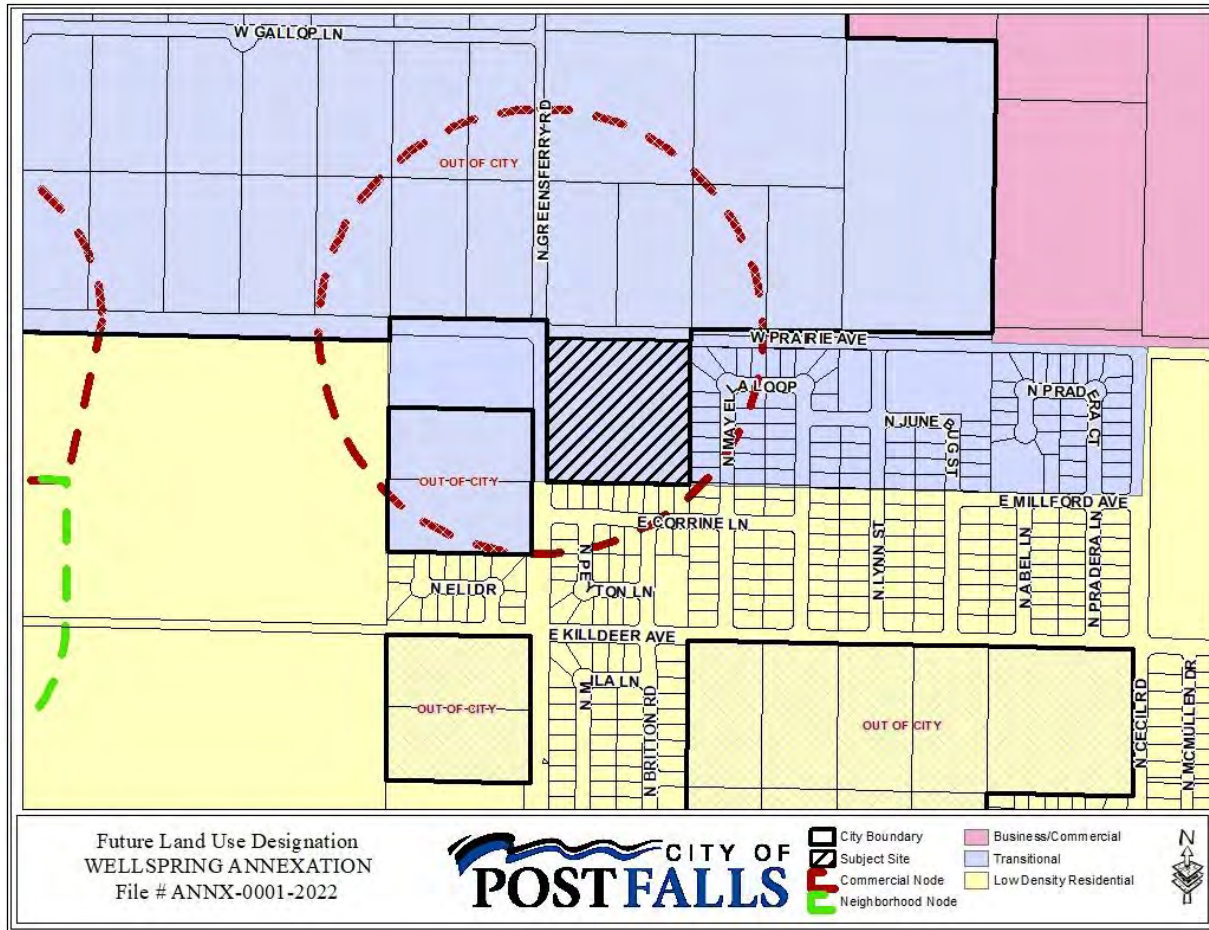
The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's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

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

Staff Comment: The propose residential use is adjacent to other residential uses and is therefore compatible. Churches are permitted within residential zones, with approval of a special use permit, and therefore shows compatibility with the neighboring residential uses within the area.

**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: Prairie Avenue is classified as a Principal Arterial and N. Greensferry Road is classified as a Minor Arterial. Both roads should accommodate the proposed residential and limited commercial uses without adversely impacting the existing transportation network.

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

Staff Comment: The proposed zoning request is outside an intense urban activity node or corridor.

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

Staff Comment: Not applicable

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

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

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

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

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system would be extended along Greensferry Rd. in conformance with the City's Water Reclamation Master Plan.

**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. Though reduction of cul-de-sacs in the roadway network is generally desirable to facilitate connectivity, emergency services and maintenance; a cul-de-sac in this layout is a preferred option in order to preserve safety and roadway capacity on Prairie Avenue by complying with the City's Access Spacing requirements. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

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

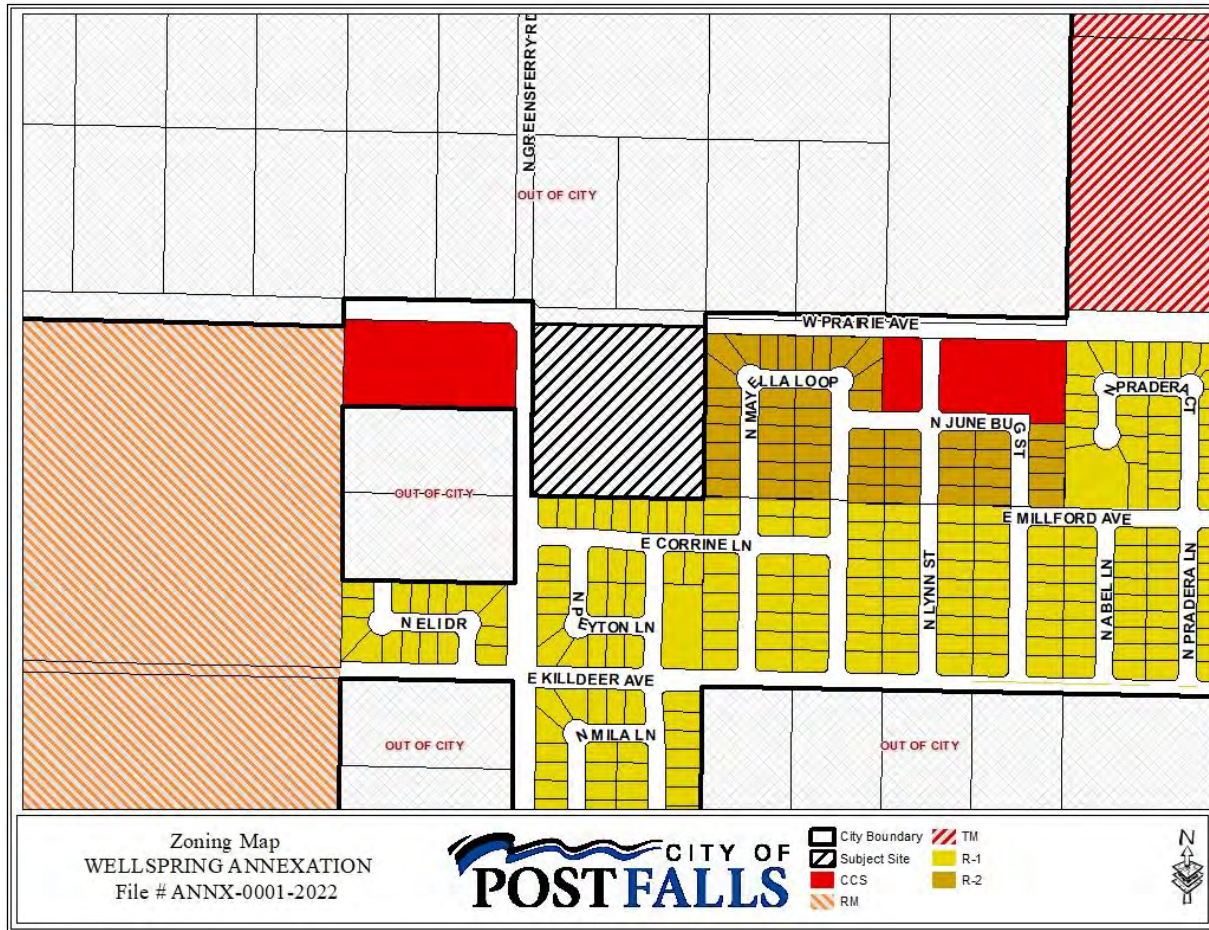
Direct access from residential lots to Greensferry Rd. or Prairie Avenue will not be allowed.

**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, however the site is located over the Rathdrum Prairie Aquifer.

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

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



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

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

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

Agencies Notified:

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



Yellowstone Pipeline Co.	TransCanada GTN	TDS
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- **Kootenai County Fire and Rescue (Exhibit PA-1)** – Provides comment throughout the process
- **Post Falls Police Department (Exhibit PA-2)** – Remains Neutral
- **Post Falls Highway District (Exhibit PA-3)** – Requesting no access onto Prairie Ave.; the right-of-way to be included in the annexation and for the City to take complete ownership of the signals at Greensferry Rd. and Prairie Ave.
- **Idaho Department of Environmental Quality (Exhibit PA-4)** – No comments at this time.

#### 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 Greensferry Rd.
  - a. 110-foot right-of-way (55-foot half-width measured from section line in Greensferry)
  - b. 10-foot sidewalk, drainage and utility easement
3. Dedication of Rights-of-way and easements along Prairie Avenue
  - a. 110-foot right-of-way (measured from the section line in Prairie Avenue)
  - b. 15-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 Wellspring Addition 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.
8. Direct access from residential lots to Prairie Avenue and/or Greensferry Road shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Prairie Avenue and Greensferry Road; including all landscaping, irrigation and removal of snow from sidewalks and trails.
4. Lot Access along Prairie Avenue in conformance with the KMPO Critical Arterial Policy

#### **ATTACHMENTS:**

##### **Applicant Exhibits:**

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2a	Annexation Narrative
Exhibit A-2b	Subdivision Narrative
Exhibit A-3	Preliminary Plat
Exhibit A-4	Will Serve
Exhibit A-5	Auth Letter
Exhibit A-6	Title Report

##### **Staff Exhibits:**

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

##### **Testimony:**

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



**ANNEXATION APPLICATION**  
Post Falls Comprehensive Plan

**Public Services Department – Planning Division**  
408 N. Spokane St. Post Falls, ID 83854  
208.773.8708 Fax: 208.773.2505

<b>STAFF USE ONLY</b>	Date Submitted: <u>1/11</u>	Received by: <u>AB</u>	File # <u>ANNX-0001-2022</u>
	Application Fee <u>3,000</u>	Public Hearings: <u><del>\$600</del><sup>300</sup></u>	Mailing \$6*31 = <u>186</u>

**PART 1 – Process of Completion and Public Hearing Schedule**

- 1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.*
- 2. Each Completeness Review Period, will be reviewed within a 2-week period*
- 3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).*

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

**PART 1/A – REQUIRED MATERIAL**

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

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

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

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

**PART 2 – APPLICATION INFORMATION**

PROPERTY OWNER: <b>APPLICANT/ FIVEFOLD FOUNDATION MINISTRIES, INC. (CONTACT: JOHN DEVRIES)</b>		
MAILING ADDRESS: <b>PO BOX 457</b>		
CITY: <b>POST FALLS</b>	STATE: <b>ID</b>	ZIP: <b>83877</b>
PHONE: <b>208.651.1213</b>	FAX:	EMAIL: <b>5-fold@twc.com</b>
APPLICANT OR CONSULTANT: <b>NORTH ENGINEERING (CONTACT: BART NORTH)</b>		STATUS: <b>ENGINEER</b> OTHER
MAILING ADDRESS: <b>PO BOX 2486</b>		
CITY: <b>HAYDEN</b>	STATE: <b>ID</b>	ZIP: <b>83835</b>
PHONE: <b>208.755.6255</b>	FAX:	EMAIL: <b>bartdnorth@frontier.com</b>

**SITE INFORMATION: WELLSPRINGS ADDITION**

PROPERTY GENERAL LOCATION OR ADDRESS: <b>SE CORNER OF PRAIRIE AVE &amp; GREENSFERRY ROAD</b>		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): <b>TRACT 8, BLOCK 25, POST FALLS IRRIGATED TRACTS</b>		
TAX PARCEL #: <b>0-6360-25-6DB-AC AIN 233035</b>	EXISTING ZONING: <b>AGRICULTURE (COUNTY)</b>	ADJACENT ZONING: <b>R-1, R-2, CCS, AGRICULTURE</b>
	CURRENT LAND USE: <b>VACANT</b>	ADJACENT LAND USE: <b>RESIDENTIAL</b>
DESCRIPTION OF PROJECT/REASON FOR REQUEST: <b>PRIMARY OBJECTIVE OF APPLICANT IS TO CONSTRUCT CHURCH FACILITY. IN ORDER TO DERIVE REVENUE FOR ANNEXATION, REQUEST INCLUDES LC ZONE FOR CHURCH LOT AND R2 ZONE FOR 23 RESIDENTIAL LOTS (19 SINGLE FAMILY DETACHED AND 4 DUPLEX LOTS).</b>		

**PART 3 – CERTIFICATION**

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

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

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

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

DATED THIS 10<sup>TH</sup> DAY OF JAN. 2022 20    

*John DeVries*  
JOHN DEVRIES, (PRES FFMI)

**PART 4 – COMPLETED BY CITY STAFF**

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



# SUBDIVISION APPLICATION

## Public Services Department – Planning Division

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

<b>STAFF USE ONLY</b>			
Date Submitted: <u>1/11</u>	Received by: <u>AB</u>	File # <u>SUBD-0001-2022</u>	
Application Fee <u>3,700</u>	Public Hearings: <u>\$300</u>	Mailing \$6* 31 = <u>186</u>	

### PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).

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

### PART 1/A – REQUIRED MATERIAL

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

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

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

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

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

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

Plans Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 2 – APPLICATION INFORMATION**

PROPERTY OWNER: FIVEFOLD FOUNDATION MINISTRIES, INC. CONTACT: JOHN DEVRIES		
MAILING ADDRESS: PO Box 457		
CITY: Post Falls	STATE: ID	ZIP: 83877
PHONE: 208.651.1213	FAX:	EMAIL: 5-fold@twc.com
APPLICANT OR <u>CONSULTANT</u> : NORTH ENGINEERING AND SURVEYING		STATUS: <u>ENGINEER</u> OTHER
MAILING ADDRESS: PO Box 2436 CONTACT: BART NORTH		
CITY: HAYDEN	STATE: ID	ZIP: 83835
PHONE: 208.755.6255	FAX:	EMAIL: bartdnorth@frontier.com

**SUBDIVISION INFORMATION:**

PROPOSED SUBDIVISION NAME: WELLSPRINGS ADDITION		
PROPERTY GENERAL LOCATION OR ADDRESS: SE CORNER PRAIRIE AVE & GREENSFERRY RD		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): TRACT 2, BLOCK 25, POST FALLS IRRIGATED TRACTS		
TAX PARCEL #: 0-6360-25-DOB-AC	EXISTING ZONING: R-2, LC PENDING ANNEXATION	ADJACENT ZONING: R-1, R-2, CCS, AG (COUNTY)
AVERAGE LOT SIZE: 7990 SF (EXCLUDES LC LOT)	CURRENT LAND USE: VACANT	ADJACENT LAND USE: RESIDENTIAL
SIZE OF SITE: 9.194 ACRES	NUMBER OF LOTS: 24	DENSITY: 2.6 LOTS/ACRE (GROSS) 3.7 LOTS/ACRE (RESIDENTIAL)

DESCRIPTION OF PROJECT/REASON FOR REQUEST: **APPLICANT'S INTENT IS TO DEVELOP A CHURCH FACILITY ON SUBJECT PARCEL. ANNEXATION IS REQUIRED. RESIDENTIAL DEVELOPMENT IS REQUESTED TO GENERATE REVENUE FOR ANNEXATION.**

**SITE INFORMATION:**

ASSESSOR'S PARCEL NUMBER(S): <b>0-6360-25-008-AC</b>		
COMPREHENSIVE PLAN DESIGNATION: <b>TRANSITIONAL</b>		
LOCATION OF PROPOSED ACCESS TO THE SITE: <b>SW CORNER OF PARCEL OFF OF GREENSFERRY ROAD</b>		
SIZE AND POINT OF UTILITIES CONNECTION:	WATER SIZE: <b>8"</b>	LOCATION: <b>SW CORNER OF PARCEL</b>
	SEWER SIZE: <b>8"</b>	LOCATION: <b>SW CORNER OF PARCEL</b>
NAME AND LOCATION OF NEAREST SCHOOL(S): <b>GREENSFERRY ELEMENTARY 0.4 MI</b>		
LOCATION OF AND DISTANCE TO NEAREST FIRE STATION OR SUB-STATION: <b>KCFR STATION ON 16th ST. - 2.2 MILES</b>		
STREET(S) SERVING THE PROJECT (PROVIDE R-O-W AND PAVEMENT WIDTH):		
<b>PRAIRIE AVE: 110' ROW, 76' TRAVEL WIDTH, GREENSFERRY RD = 110' ROW, 56' TRAVEL WIDTH</b>		
PHYSICAL DESCRIPTION OF SITE (TOPOGRAPHY, COVER, FEATURES): <b>FLAT TOPOGRAPHY, VOLUNTEER GRASS, VACANT</b>		
ANY PHYSICAL LIMITATIONS? (ROCK OUTCROPS, SLOPE, ETC.): <b>(NO)</b> YES (PLEASE ATTACH DESCRIPTION)		

**PART 3 – CERTIFICATION**

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

**CERTIFICATION:**

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

DATED THIS 10<sup>th</sup> DAY OF JANUARY 2027  
John DeVries  
JOHN DEVRIES, (PRES. FFM)



**PART 4 – COMPLETED BY CITY STAFF:**

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

## WELLSPRINGS ADDITION

### ANNEXATION APPLICATION NARRATIVE

#### PARCEL LOCATION/DESCRIPTION

With reference to Application Figures A.1 to A.3 included in Attachment A to this narrative:

- Parcel Area: 9.17 Acres
- Parcel Location:
  - The parcel is located at southeast corner of Prairie Avenue and Greensferry Road intersection.
  - Parcel is located in the northwest quarter of the northwest quarter of Section 25, Twp. 51 N., R 5 W.B.M.
- Legal Description: The parcel is generally described as Tract 8, Block 25, Post Falls Irrigated Tracts (except Right-of-Way).
- Existing Parcel Number: The parcel is assigned Assessor Parcel Number 0-6360-25-008-AC.
- parcel has no current street address.

#### EXISTING/ADJACENT PARCEL ZONING

With reference to Figure A.4, the parcel is currently zoned "Agriculture" in Kootenai County.

Parcels to the north of subject parcel (on north side of Prairie Avenue) are currently zoned "Agriculture" in Kootenai County.

Parcels to the west of the subject parcel (on west side of Greensferry Road):

- North half was recently annexed into the City with Community Commercial Services (CCS) zoning.
- South half is currently zoned "Agriculture" in Kootenai County.

Adjacent parcels to the east of subject parcel are currently zoned R2 in the City of Post Falls.

Adjacent parcels to the south of subject parcel are currently zoned R1 in the City of Post Falls.

#### BACKGROUND

Conditional Use Permit C-1121-05 was obtained in 2007 to construct a Church facility in Ag Zone on the subject parcel. For reference, the approved site configuration for the CUP is provided by Figure A.5

Re-application to the County in 2020 for the CUP resulted the need to obtain City of Post Falls approval of the CUP in order to proceed. By email dated January 6, 2021, Kootenai County stated that CUP approval doesn't necessarily require annexation (to the City of Post Falls), but would require the City's determination as to whether they would be willing to provide municipal service outside of the City boundary.

Subsequent meeting with City of Post Falls Staff resulted in the requirement to annex the subject parcel into City of Post Falls in order to obtain sanitary sewer service and construct the proposed Church facility.

In order to satisfy annexation fee(s) and required parcel perimeter infrastructure development cost(s), the Applicant proposes to develop single family residential detached housing lots (with several duplex lots) adjacent to a Church facility lot as described/depicted by this narrative.

### **CITY OF POST FALLS PARCEL INFORMATION**

With reference to the City of Post Falls Future Land Use Map included as Figure A.6, the parcel lies within the "Transitional" and within a "Commercial Activity Node".

- *Transitional* designation is applied to areas outside of the City boundary but identified as an area suitable for growth and a part of the City's long-term future. Guidance for development within *Transitional* area designation is provided within the Comprehensive Plan's "Focus Areas".
- *Commercial Activity Node* designation is intended to encourage commercial activities at major transportation nodes to compliment the overall community. "Land use at these nodes would consist of a variety of retail, office, or other commercial services to be integrated into the nearby community with the intent to create a focal point of vibrancy conveniently located near neighborhoods and other commercial services along nearby arterial and collector streets".

With reference to Figure A.7, the parcel lies along the west border of the "41 North" Focus Area and adjacent to the east edge of the "Central Prairie" Focus Area.

- *41 North* Focus Area encompasses the Hwy 41 corridor and much of the discussion provided relates to the Hwy 41 corridor. Several of the guidance points apply to the subject parcel as follows:
  - Growth should include strategically located, carefully-designated land uses incorporating trails and interconnected, walkable street network.
  - Provision for multi-family, commercial and tech uses near higher-classified roadways.

- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.
- Central Prairie Focus Area guidance points provided in the Comprehensive Plan are as follows:
  - Focus multi-family along Prairie Avenue.
  - Focus commercial development along Prairie Avenue and near identified commercial nodes.
  - Support provisions for a variety of housing types and densities.
  - Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

## **ANNEXATION PROPOSAL**

As depicted by Figure A.8, The Applicant requests annexation of the subject parcel with Medium Density Residential (R2) zoning for the proposed residential lots and Limited Commercial (LC) zoning for the Church Facility lot.

Limited Commercial (LC): The LC Zone permits neighborhood compatible commercial retail and service uses of modest scale in areas not conveniently served by existing or proposed commercially designated lands. This zoning district is compatible with residential lands that would accommodate medium density residential land uses.

Medium Density Residential (R2): The R2 Zone is intended for residential structures containing one or more dwelling units and for accessory uses that are associated and compatible with residential uses. This zone is primarily applied in areas suitable for residential development where such residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; where other public services are sufficiently available for the intensity of use contemplated; and where the configuration of Municipal infrastructure and neighboring land uses are compatible with the use allowed hereby.

## **PROPOSED PROJECT DESCRIPTION**

As depicted by Application drawing A.9, 19 single family detached lots and 4 duplex lots are proposed along the south and east perimeter of the parcel in R2 zone, and 1 lot upon which a Church facility is proposed in the northwest portion of the parcel in LC zone.

An initial phase of the proposed Church facility is configured (conceptually) on the south half of the LC zoned lot (indicated as Phase 1) with primary ingress/egress access on to "Road A" and secondary ingress/egress (right-in/right-out) on to Greensferry Road.

Future phase(s) of development of the LC zoned lot is not currently defined but are proposed to develop according to PFMC requirements at the time of submittal. In order to facilitate community access to the LC lot, right-in/right out approaches are proposed on Greensferry Road and Prairie Avenue frontages.

### **PROJECT PHASING/SCHEDULING**

Annexation, subdivision, and subdivision infrastructure construction is proposed to proceed in one (1) phase. The intent is to record the subdivision plat in 2022. Development of the proposed Church facility is proposed to occur as soon as allowable through/following the annexation and subdivision process.

### **INFRASTRUCTURE TO SERVE PROPOSED DEVELOPMENT**

#### **SEWER**

Gravity sewer service to the parcel exists in Greensferry Rd at the southwest corner of the parcel. The existing sewer depth is adequate to provide gravity sewer service to the proposed parcel configuration.

#### **WATER**

Domestic, irrigation, and fire protection water service to the development is proposed by extending the existing Ross Point Water District (RPWD) 12" water main from the southwest corner of the parcel.

RPWD will require extension of the 12" water main along the Greensferry Rd and Prairie Avenue frontages.

#### **TRANSPORTATION**

As depicted on the project drawings, the parcel has frontage on Greensferry Rd and Prairie Avenue. This intersection is currently signalized.

Adequate carrying capacity exists on Greensferry Rd and Prairie Ave to support the proposed development.

As extension of development to south and east, Greensferry Rd and Prairie Avenue frontage improvements to current applicable street section standards are required/proposed.

#### **Residential Development:**

Primary access to the proposed residential development is proposed near the southwest parcel corner on Greensferry Rd.

As depicted, interior parcel access is proposed to consist of standard City street with knuckle and culdesac.

### MAINTENANCE OF PROJECT STREET FRONTAGE LANDSCAPING

Maintenance responsibility of Greensferry and Prairie Ave frontage landscaping is proposed to be allocated to Homeowners Association (HOA) to be formed during the subdivision process.

### DRAINAGE

Streets: Street drainage is proposed by surface grading utilizing curbs/curb drops with discharge into roadside grassed infiltrative areas sized for both treatment and attenuation of peak storm flows. Street stormwater overflow is proposed to be contained on site with shallow injection wells (drywells) as may be warranted.

Lots: Lot drainage will be contained on site by surface grading to the grassed infiltrative areas sized for both treatment and attenuation of peak storm flows with overflow directed to surface drain(s). Lot drainage will be addressed for each lot at the time of building permit.

### EMERGENCY SERVICES

The proposed development design will be confirmed with input from both the fire and police departments to ensure their ability to provide their services to the development. Streets are provided with sufficient width and turning radius for emergency vehicles. Fire hydrants will be set throughout the subdivision at intervals specified by the Fire District to provide fire protection.

### ADDITIONAL SITE INFORMATION

EXISTING STRUCTURES: Currently there is a sign at the northwest corner of the site. Kootenai Electric also has several above ground facilities along the street frontage perimeter. No residential structures currently exist on the site.

SITE TOPOGRAPHY: The site is essentially flat with a maximum relief of approximately four (4) vertical feet (less than 1%).

SITE SOILS: NRCS identifies the site soils as 119 – Garrison gravelly silt loam, 0 to 7 percent slopes. This soil is a deep, well-drained soil and exceptionally suited for the proposed development having superior bearing capacity and being classified in hydrologic soil group B.

SENSITIVE AREAS: No wetlands, floodplain or other sensitive area have been identified on the site.

### **JUSTIFICATION AND BASIS FOR ANNEXATION APPROVAL**

The basis and justification for annexation approval of the subject parcel with R2 and LC zone is summarized as follows:

1. **The proposed annexation provides for orderly and logical expansion of the City of Post Falls and will lead to orderly future development.**

*The Comprehensive Plan represents the City's best effort to provide for logical and orderly development of the City.*

- *As developed by this narrative, the proposed annexation and requested zoning is consistent with the future land use map of the comprehensive plan.*
- *The proposal is also compliant with the comprehensive plan focus area diagram development guidelines.*

2. **The proposed annexation will result in a benefit to the community of Post Falls.**

*Community benefits resulting from the proposed annexation are noted as follows:*

- *The proposed annexation will add additional housing opportunities to the City of Post Falls.*
- *Development of the subject parcel will connect the gap between Greensferry Road pedestrian access and Prairie Avenue pedestrian access.*
- *The Church facility proposed for the LC zoned lot will exist as an outreach to the Post Falls community.*
- *Future phase(s) of the LC zoned lot provide potential development of community commercial services at the intersection of Prairie Avenue and Greensferry Road.*

3. **Annexation and Zoning assignment must consider street classification, traffic patterns, existing development, future land uses, community plans, geographic and natural features.**

*As developed by this narrative, the proposed annexation and zoning is consistent with the considerations listed above.*

- 4. Annexation and Zoning assignment must encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.**

*The proposed annexation and zoning are consistent with the comprehensive plan, future land use map, and focus area designation. It is proposed that this is the best indicator that the proposed project will promote the City OF Pot Falls as a desirable, stable, and sustainable community.*

- 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.**

*The proposed annexation and zoning are consistent with the comprehensive plan, future land use map, and focus area designation, which has assumedly addressed this consideration.*

- 6. Ensure that adequate land is available for future housing needs.**

*The proposed annexation and zoning provide residential housing opportunities to the Post Falls community as part of the proposal.*

END OF NARRATIVE



# ATTACHMENT A

<u>FIGURE</u>	<u>DESCRIPTION</u>
1	VICINITY MAP
2	KOOTENAI COUNTY ASSESSOR MAP
3	KC EARTH PARCEL INFORMATION
4	KOOTENAI COUNTY ZONING OVERVIEW
5	CUP C-1132-05 SITE DEVELOPMENT OVERVIEW
6	CITY OF POST FALLS COMPREHENSIVE PLAN FUTURE LAND USE MAP
7	CITY OF POST FALLS COMPREHENSIVE PLAN FOCUS AREA DIAGRAM
8	PROPOSED ZONING OVERVIEW
9	CONCEPT SITE DEVELOPMENT OVERVIEW

FIGURE A.1 – VICINITY OVERVIEW

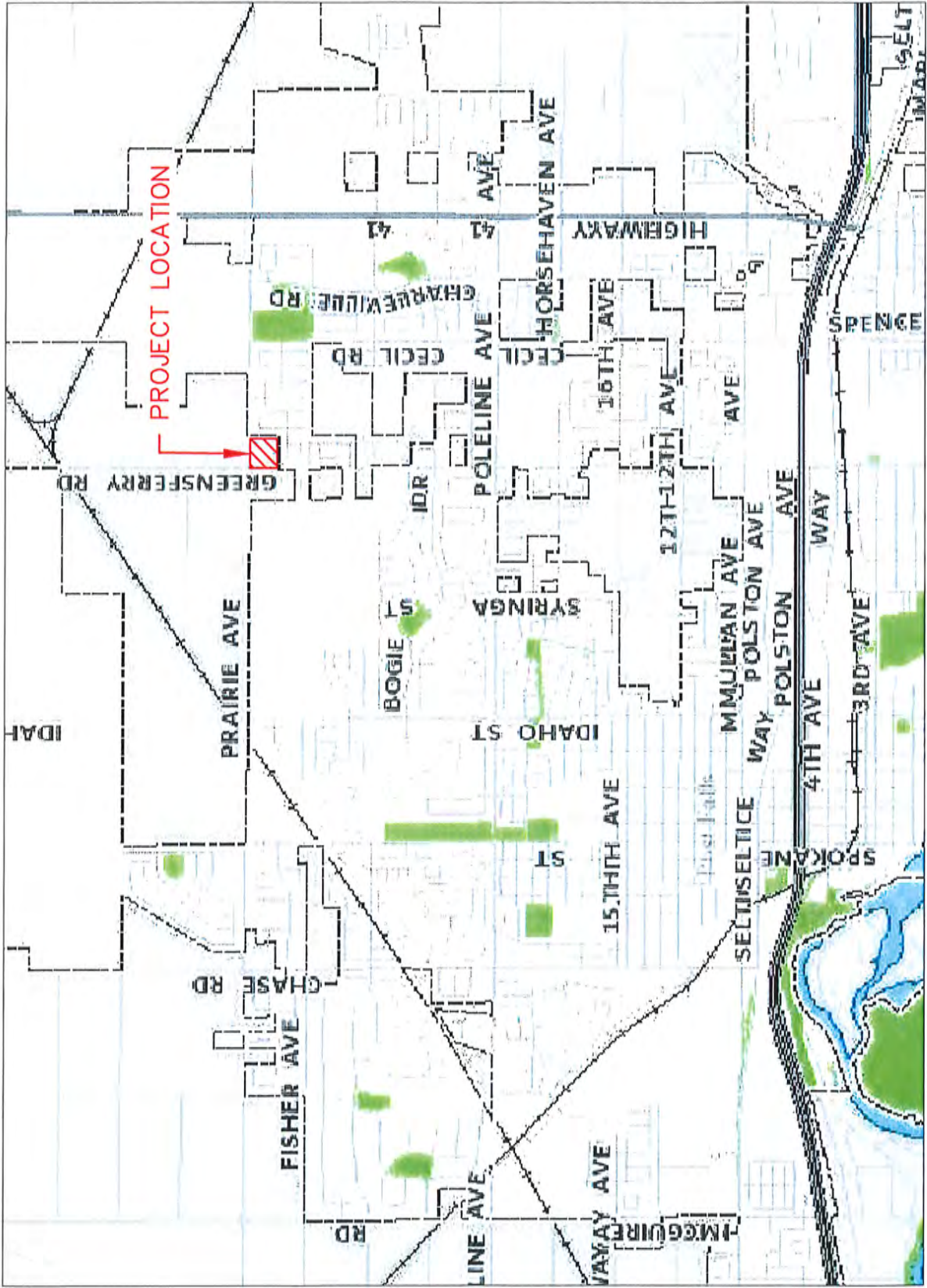
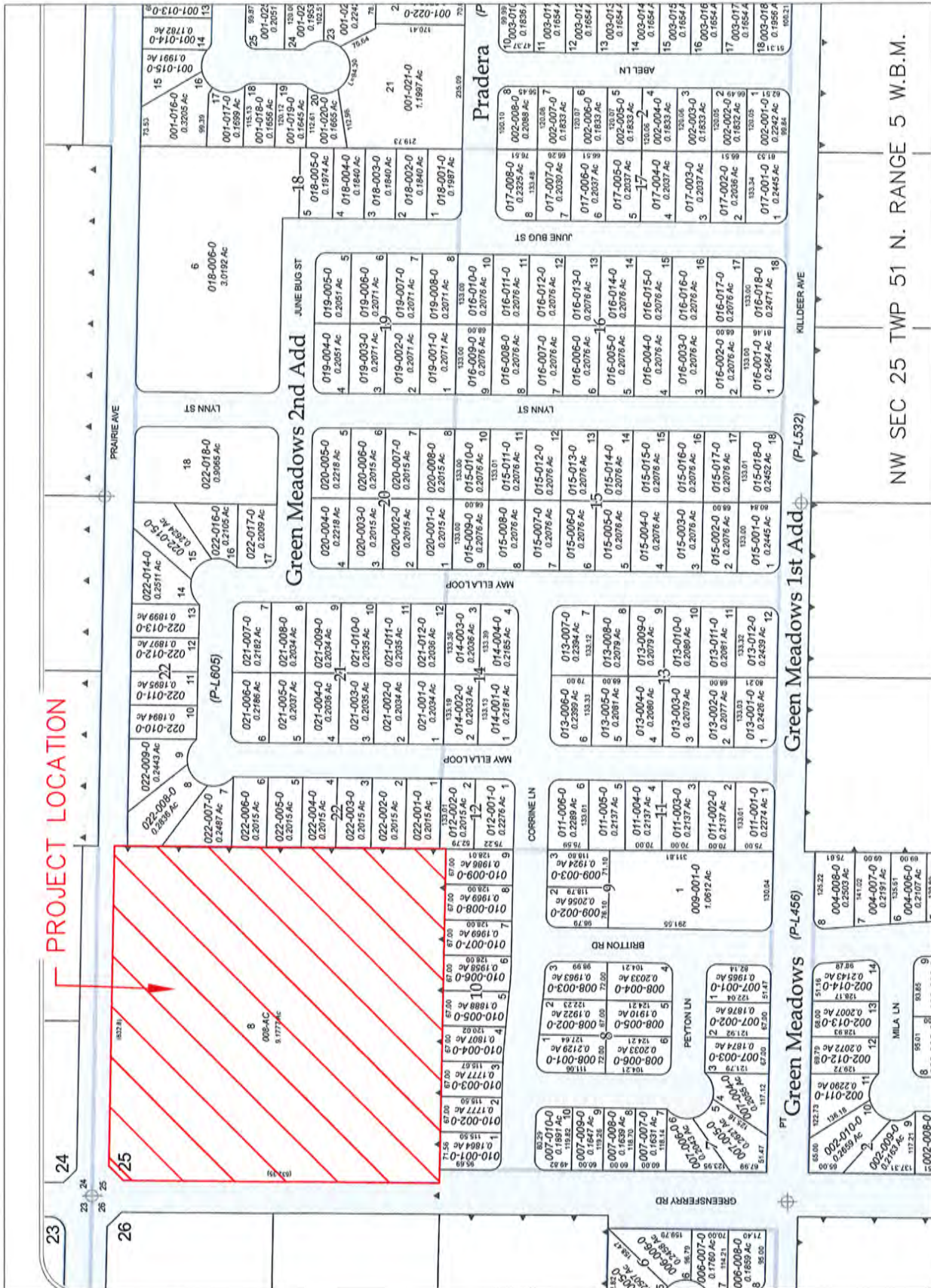


FIGURE A.2 – KOOTENAI CO. ASSESSOR MAP



NW SEC 25 TWP 51 N. RANGE 5 W.B.M.

FIGURE A.3 – KC EARTH PARCEL INFO





FIGURE A.5 – CUP C-1132-05  
SITE DEVELOPMENT OVERVIEW

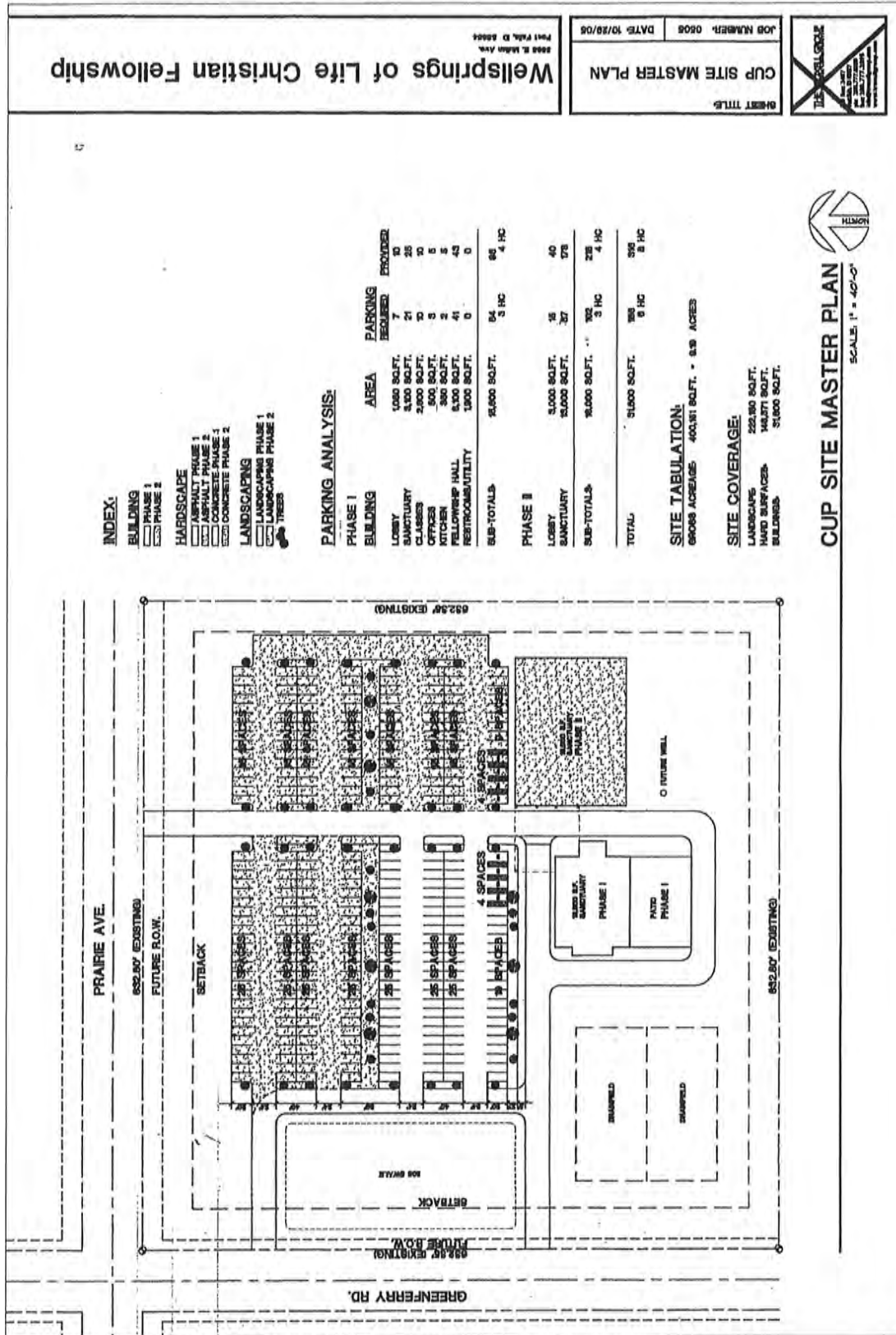
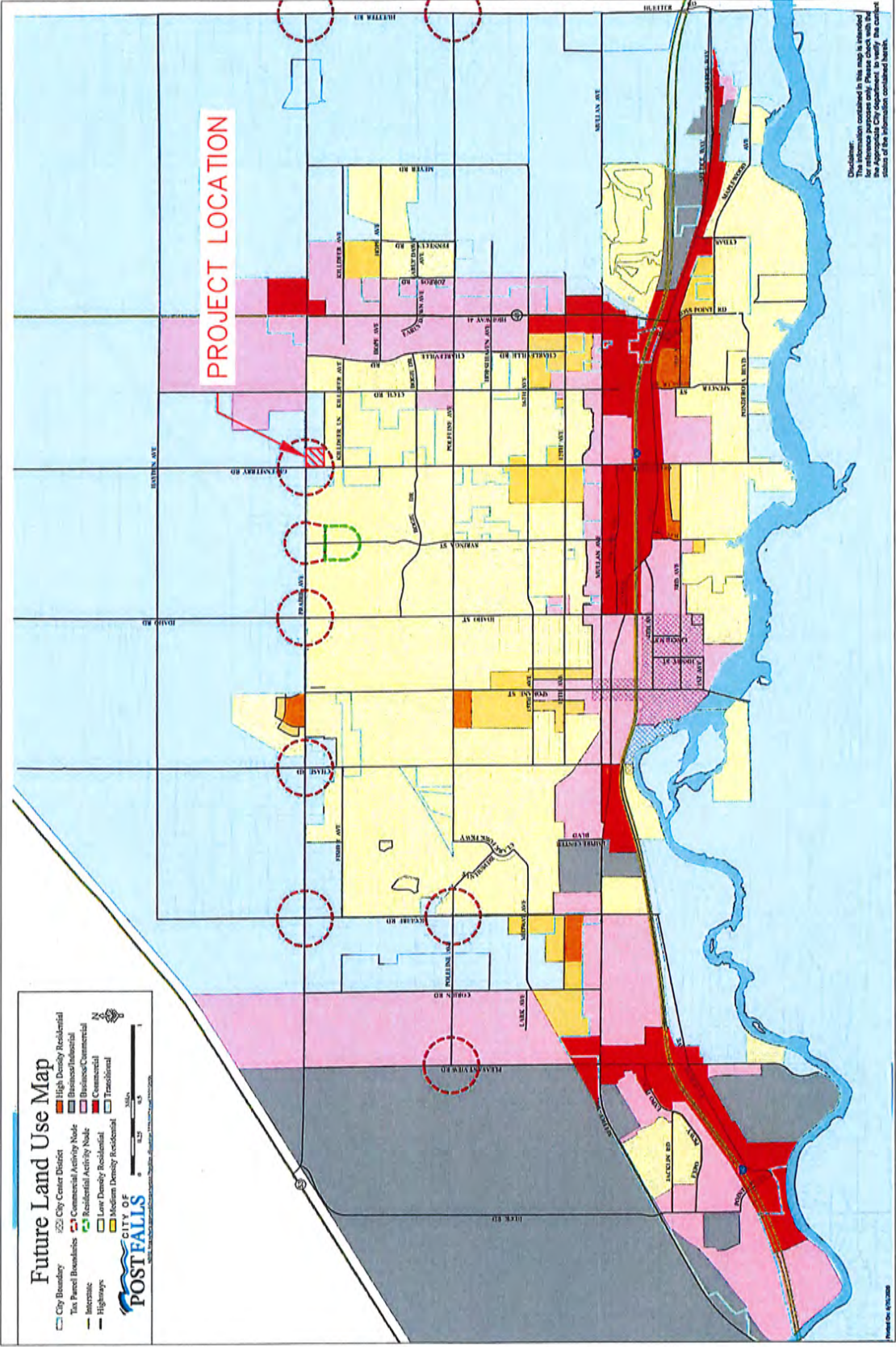


FIGURE A.6 – COPF FUTURE LAND USE MAP

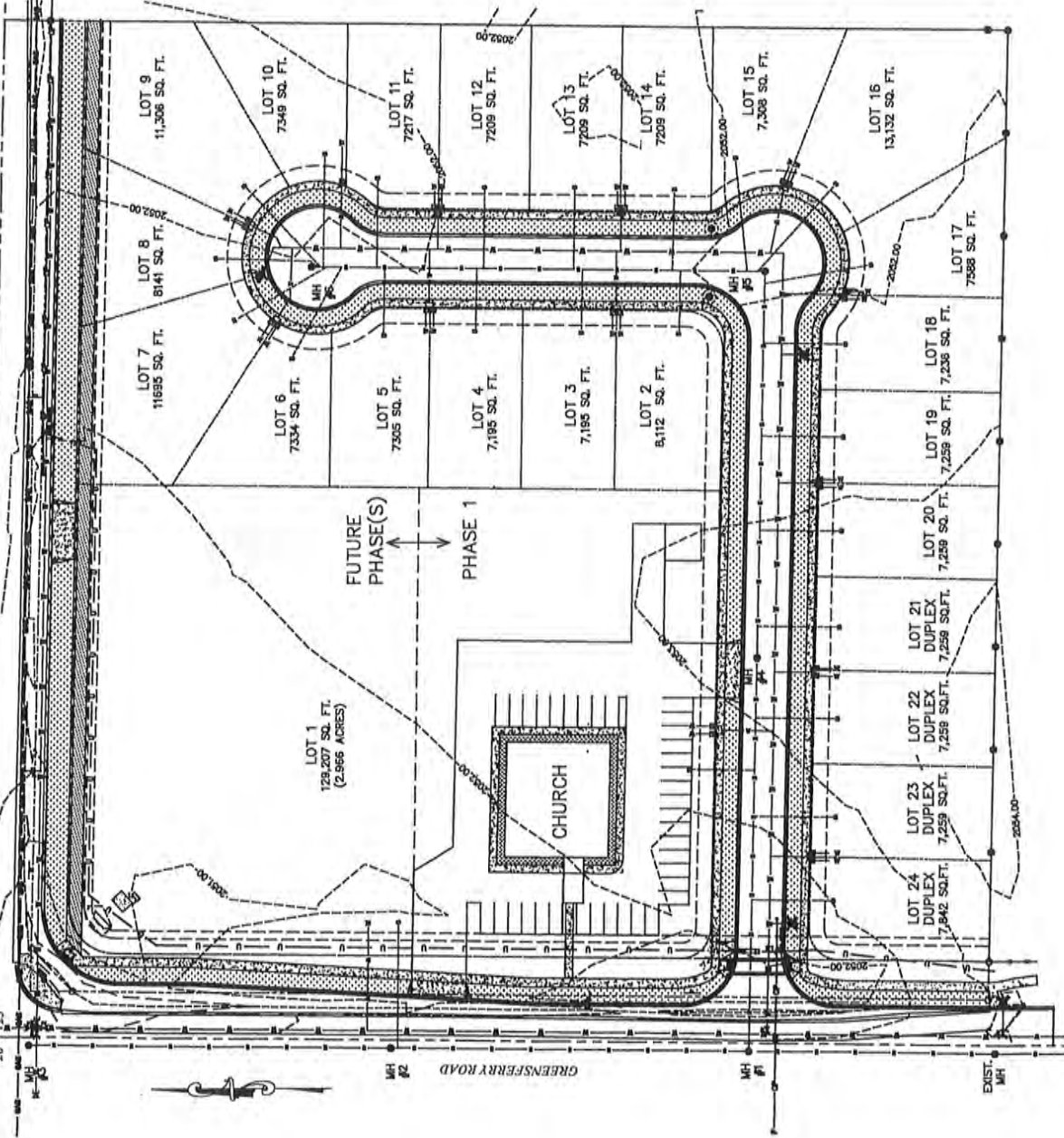








23 24  
26 25  
PRAIRIE AVENUE



LOCATED IN SECTION 25, T51N, R5W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO  
**WELLSPRINGS ADDITION**



**FIGURE A.9**  
**ANNEXATION PARCEL**  
**CONCEPT DEVELOPMENT**  
**PLAN**

# **WELLSPRINGS ADDITION SUBDIVISION APPLICATION NARRATIVE**

**TRACT 8, BLOCK 25, POST FALLS IRRIGATED TRACTS  
Parcel Number: 0-6360-25-008-AC**

**PREPARED BY  
NORTH ENGINEERING AND SURVEYING, PLLC  
PO BOX 2486  
HAYDEN, ID 83835  
[bartdnorth@frontier.com](mailto:bartdnorth@frontier.com)  
208.755.6255**

**WELLSPRINGS ADDITION**  
**SUBDIVISION APPLICATION NARRATIVE**

**PARCEL LOCATION/DESCRIPTION**

With reference to Application Figures A.1 to A.3 included in Attachment A to this narrative:

- Parcel Area: 9.17 Acres
- Parcel Location:
  - The parcel is located at southeast corner of Prairie Avenue and Greensferry Road intersection.
  - Parcel is located in the northwest quarter of the northwest quarter of Section 25, Twp. 51 N., R 5 W.B.M.
- Legal Description: The parcel is generally described as Tract 8, Block 25, Post Falls Irrigated Tracts (except Right-of-Way).
- Existing Parcel Number: The parcel is assigned Assessor Parcel Number 0-6360-25-008-AC.
- parcel has no current street address.

**EXISTING/ADJACENT PARCEL ZONING**

With reference to Figure A.4, (and assuming the subject parcel is annexed into the City of Post Falls), the parcel is currently zoned Limited Commercial (LC) and Medium Density Residential (R2).

Parcels to the north of subject parcel (on north side of Prairie Avenue) are currently zoned "Agriculture" in Kootenai County.

Parcels to the west of the subject parcel (on west side of Greensferry Road):

- North half was recently annexed into the City with Community Commercial Services (CCS) zoning.
- South half is currently zoned "Agriculture" in Kootenai County.

Adjacent parcels to the east of subject parcel are currently zoned R2 in the City of Post Falls.

Adjacent parcels to the south of subject parcel are currently zoned R1 in the City of Post Falls.

## **BACKGROUND**

Conditional Use Permit C-1121-05 was obtained in 2007 to construct a Church facility in Ag Zone on the subject parcel. For reference, the approved site configuration for the CUP is provided by Figure A.5

Re-application to the County in 2020 for the CUP resulted the need to obtain City of Post Falls approval of the CUP in order to proceed. By email dated January 6, 2021, Kootenai County stated that CUP approval doesn't necessarily require annexation (to the City of Post Falls), but would require the City's determination as to whether they would be willing to provide municipal service outside of the City boundary.

Subsequent meeting with City of Post Falls Staff resulted in the requirement to annex the subject parcel into City of Post Falls in order to obtain sanitary sewer service and construct the proposed Church facility.

In order to satisfy annexation fee(s) and required parcel perimeter infrastructure development cost(s), the Applicant proposes to develop single family residential detached housing lots (with several duplex lots) adjacent to a Church facility lot as described/depicted by this narrative.

## **CITY OF POST FALLS PARCEL INFORMATION**

With reference to the City of Post Falls Future Land Use Map included as Figure A.6, the parcel lies within the "Transitional" and within a "Commercial Activity Node".

- *Transitional* designation is applied to areas outside of the City boundary but identified as an area suitable for growth and a part of the City's long-term future. Guidance for development within *Transitional* area designation is provided within the Comprehensive Plan's "Focus Areas".
- *Commercial Activity Node* designation is intended to encourage commercial activities at major transportation nodes to compliment the overall community. "Land use at these nodes would consist of a variety of retail, office, or other commercial services to be integrated into the nearby community with the intent to create a focal point of vibrancy conveniently located near neighborhoods and other commercial services along nearby arterial and collector streets".

With reference to Figure A.7, the parcel lies along the west border of the "41 North" Focus Area and adjacent to the east edge of the "Central Prairie" Focus Area.

- *41 North* Focus Area encompasses the Hwy 41 corridor and much of the discussion provided relates to the Hwy 41 corridor. Several of the guidance points apply to the subject parcel as follows:

- Growth should include strategically located, carefully-designated land uses incorporating trails and interconnected, walkable street network.
- Provision for multi-family, commercial and tech uses near higher-classified roadways.
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.
- Central Prairie Focus Area guidance points provided in the Comprehensive Plan are as follows:
  - Focus multi-family along Prairie Avenue.
  - Focus commercial development along Prairie Avenue and near identified commercial nodes.
  - Support provisions for a variety of housing types and densities.
  - Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

### **SUBDIVISION PROPOSAL**

As depicted by Application drawing A.8 (Preliminary Plat) and A.9 (Subdivision Improvement Overview), 19 single family detached lots and 4 duplex lots are proposed along the south and east perimeter of the parcel in R2 zone, and 1 lot upon which a Church facility is proposed in the northwest portion of the parcel in LC zone.

An initial phase of the proposed Church facility is configured (conceptually) on the south half of the LC zoned lot (indicated as Phase 1) with primary ingress/egress access on to "Road A" and secondary ingress/egress (right-in/right-out) on to Greensferry Road.

Future phase(s) of development of the LC zoned lot is not currently defined but are proposed to develop according to PFMC requirements at the time of submittal. In order to facilitate community access to the LC lot, right-in/right out approaches are proposed on Greensferry Road and Prairie Avenue frontages.

### **PROJECT PHASING/SCHEDULING**

Subdivision, and subdivision infrastructure construction is proposed to proceed in one (1) phase. The intent is to record the subdivision plat in 2022. Development of the proposed Church facility is proposed to occur as soon as allowable through/following the subdivision process.

## INFRASTRUCTURE TO SERVE PROPOSED DEVELOPMENT

### SEWER

Gravity sewer service to the parcel exists in Greensferry Rd at the southwest corner of the parcel. The existing sewer depth is adequate to provide gravity sewer service to the proposed parcel configuration.

### WATER

Domestic, irrigation, and fire protection water service to the development is proposed by extending the existing Ross Point Water District (RPWD) 12" water main from the southwest corner of the parcel.

By letter dated April 20, 2021, RPWD has agreed to provide water service to the proposed subdivision.

RPWD will require extension of the 12" water main along the Greensferry Rd and Prairie Avenue frontages.

### TRANSPORTATION

As depicted on the project drawings, the parcel has frontage on Greensferry Rd and Prairie Avenue. This intersection is currently signalized.

Adequate carrying capacity exists on Greensferry Rd and Prairie Ave to support the proposed development.

As extension of development to the south, Greensferry Road is proposed to be widened east of centerline to minor arterial street section standards.

As extension of development to the east, Prairie Avenue is proposed to be widened south of centerline to principal arterial street section standards. Initial discussion with City Staff indicates that a portion of this improvement will be obligated by fees-in-lieu of construction.

### Residential Development:

Primary access to the proposed residential development is proposed near the southwest parcel corner on Greensferry Rd.

As depicted, interior parcel access is proposed to consist of standard City street with knuckle and culdesac.

## MAINTENANCE OF PROJECT STREET FRONTAGE LANDSCAPING

Maintenance responsibility of Greensferry and Prairie Ave frontage landscaping is proposed to be allocated to Homeowners Association (HOA) to be formed during the subdivision process.

## DRAINAGE

Streets: Street drainage is proposed by surface grading utilizing curbs/curb drops with discharge into roadside grassed infiltrative areas sized for both treatment and attenuation of peak storm flows. Street stormwater overflow is proposed to be contained on site with shallow injection wells (drywells) as may be warranted.

Lots: Lot drainage will be contained on site by surface grading to the grassed infiltrative areas sized for both treatment and attenuation of peak storm flows with overflow directed to surface drain(s). Lot drainage will be addressed for each lot at the time of building permit.

## EMERGENCY SERVICES

The proposed development design will be confirmed with input from both the fire and police departments to insure their ability to provide their services to the development. Streets are provided with sufficient width and turning radius for emergency vehicles. Fire hydrants will be set throughout the subdivision at intervals specified by the Fire District to provide fire protection.

## ADDITIONAL SITE INFORMATION

EXISTING STRUCTURES: Currently there is a sign at the northwest corner of the site. Kootenai Electric also has several above ground facilities along the street frontage perimeter. No residential structures currently exist on the site.

SITE TOPOGRAPHY: The site is essentially flat with a maximum relief of approximately four (4) vertical feet (less than 1%).

SITE SOILS: NRCS identifies the site soils as 119 – Garrison gravelly silt loam, 0 to 7 percent slopes. This soil is a deep, well-drained soil and exceptionally suited for the proposed development having superior bearing capacity and being classified in hydrologic soil group B.

SENSITIVE AREAS: No wetlands, floodplain or other sensitive area have been identified on the site.



## **JUSTIFICATION AND BASIS FOR SUBDIVISION APPROVAL**

The basis and justification for subdivision approval of the subject parcel is summarized as follows:

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.**

*The subdivision has received approval for service from Ross Point Water District. The project will extend 12" water main along the Greensferry and Prairie Avenue frontages completing a loop in the Ross Point Water District water system which provides increased reliability to the water system and benefit to the entire community.*

2. **Adequate provision has been made for a public sewage system and that Municipal system can accommodate the proposed sewer flows.**

*The subdivision proposes to connect to the City of Post Falls sewer system. Formal approval for service has not been provided by the City of Post Falls and is assumed to be forthcoming.*

*The project will extend sanitary sewer on Greensferry Road to Prairie Avenue, which will benefit properties adjacent to the intersection of Prairie Avenue and Greensferry Road.*

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

*As stated in this narrative, Greensferry Road frontage will be constructed to centerline to minor arterial standards and Prairie Avenue frontage will be constructed to principal arterial standards, consistent with the transportation element of the Comprehensive Plan.*

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

*As stated in this narrative, no sensitive, hazardous, or topographical constraints are known to exist or have been identified on the site. The proposed use of the site is compatible with the known site conditions.*

5. **The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in Post Falls Municipal Code.**

The subdivision proposed by this application is predicated on annexation and zoning approval. It is the intent of the project to conform to all applicable requirements found in the Post Falls Municipal Code.

6. **The developer has made adequate plans to ensure that the community will bear no more than its fair share 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.**

It is the intent of this project to bear its fair share of costs to provide service to the proposed subdivision.

Fees, as may be established by City Code and applied to this project to reach equity with the Post Falls community's investment in infrastructure and community amenities, intend to be paid.

The subdivision proposes to dedicate road right of way and grant easement (land) along the Greensferry and Prairie Avenue frontages to accommodate the required street sections.

END OF NARRATIVE

# ATTACHMENT A

<u>FIGURE</u>	<u>DESCRIPTION</u>
1	VICINITY MAP
2	KOOTENAI COUNTY ASSESSOR MAP
3	KC EARTH PARCEL INFORMATION
4	KOOTENAI COUNTY ZONING OVERVIEW
5	CUP C-1132-05 SITE DEVELOPMENT OVERVIEW
6	CITY OF POST FALLS COMPREHENSIVE PLAN FUTURE LAND USE MAP
7	CITY OF POST FALLS COMPREHENSIVE PLAN FOCUS AREA DIAGRAM
8	WELLSPRINGS ADDITION PRELIMINARY PLAT
9	SUBDIVISION IMPROVEMENT OVERVIEW

FIGURE A.1 – VICINITY OVERVIEW

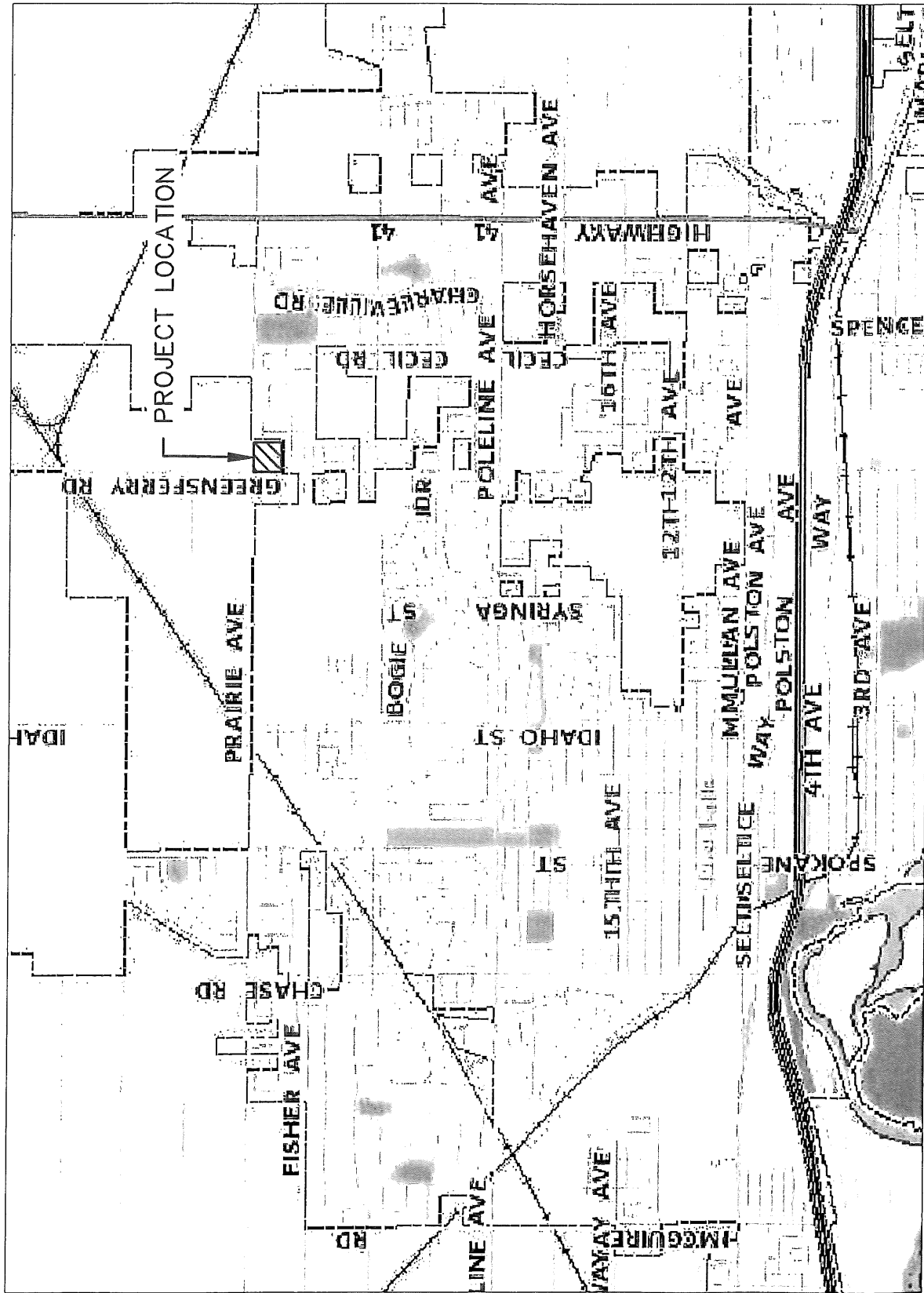
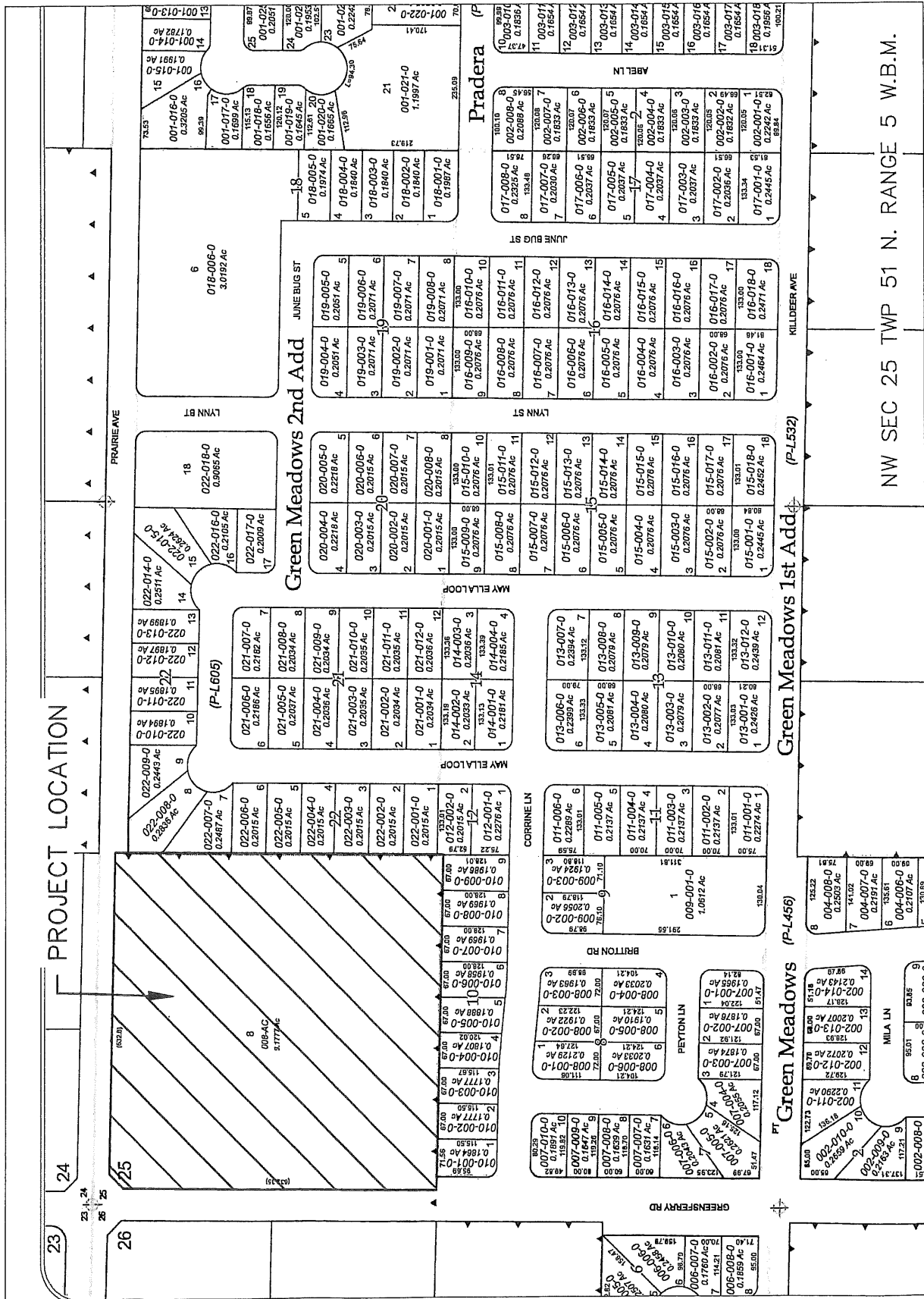


FIGURE A.2 – KOOTENAI CO. ASSESSOR MAP



NW SEC 25 TWP 51 N. RANGE 5 W.B.M.

FIGURE A.3 – KC EARTH PARCEL INFO

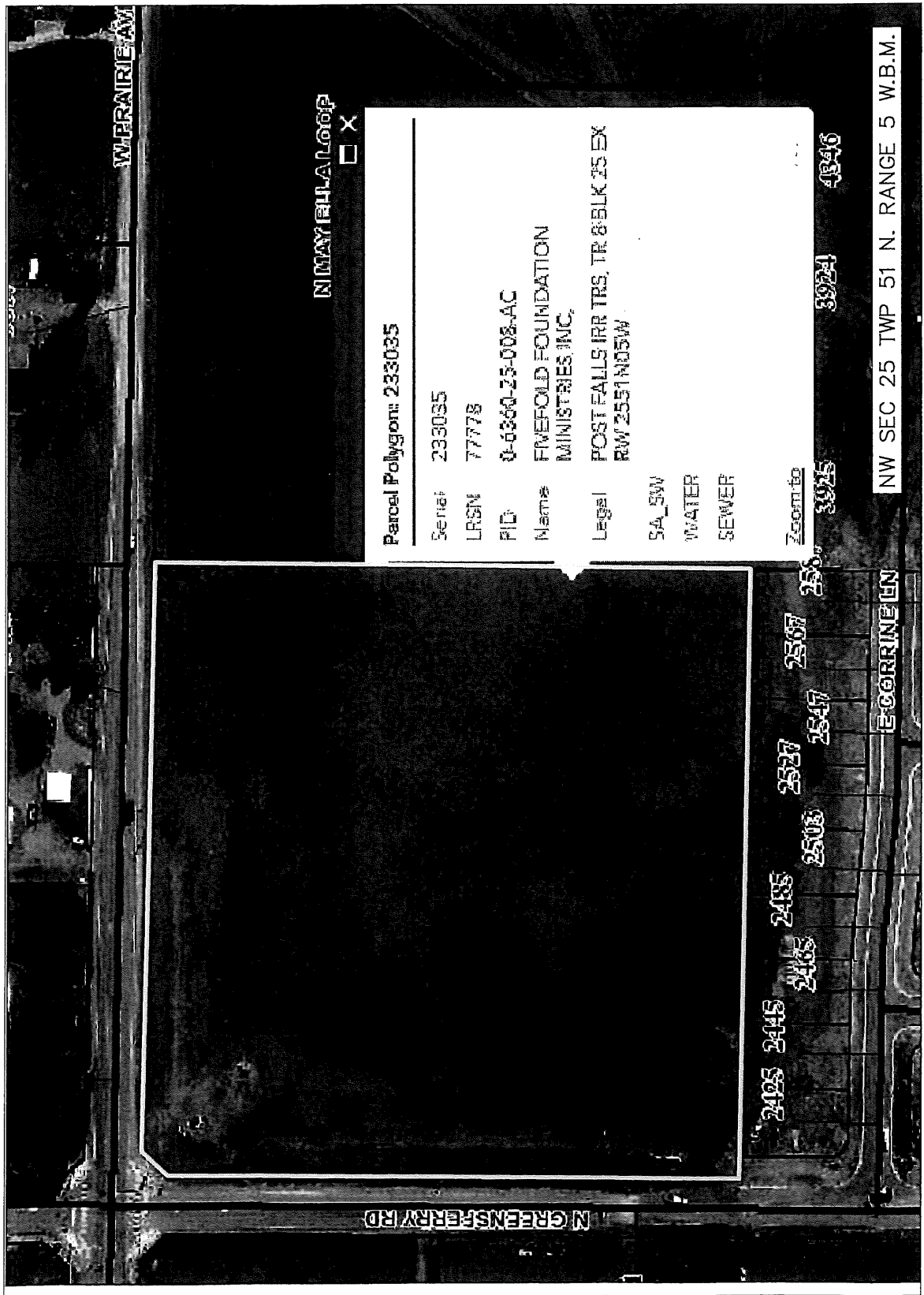


FIGURE A.4 – KC ZONING OVERVIEW

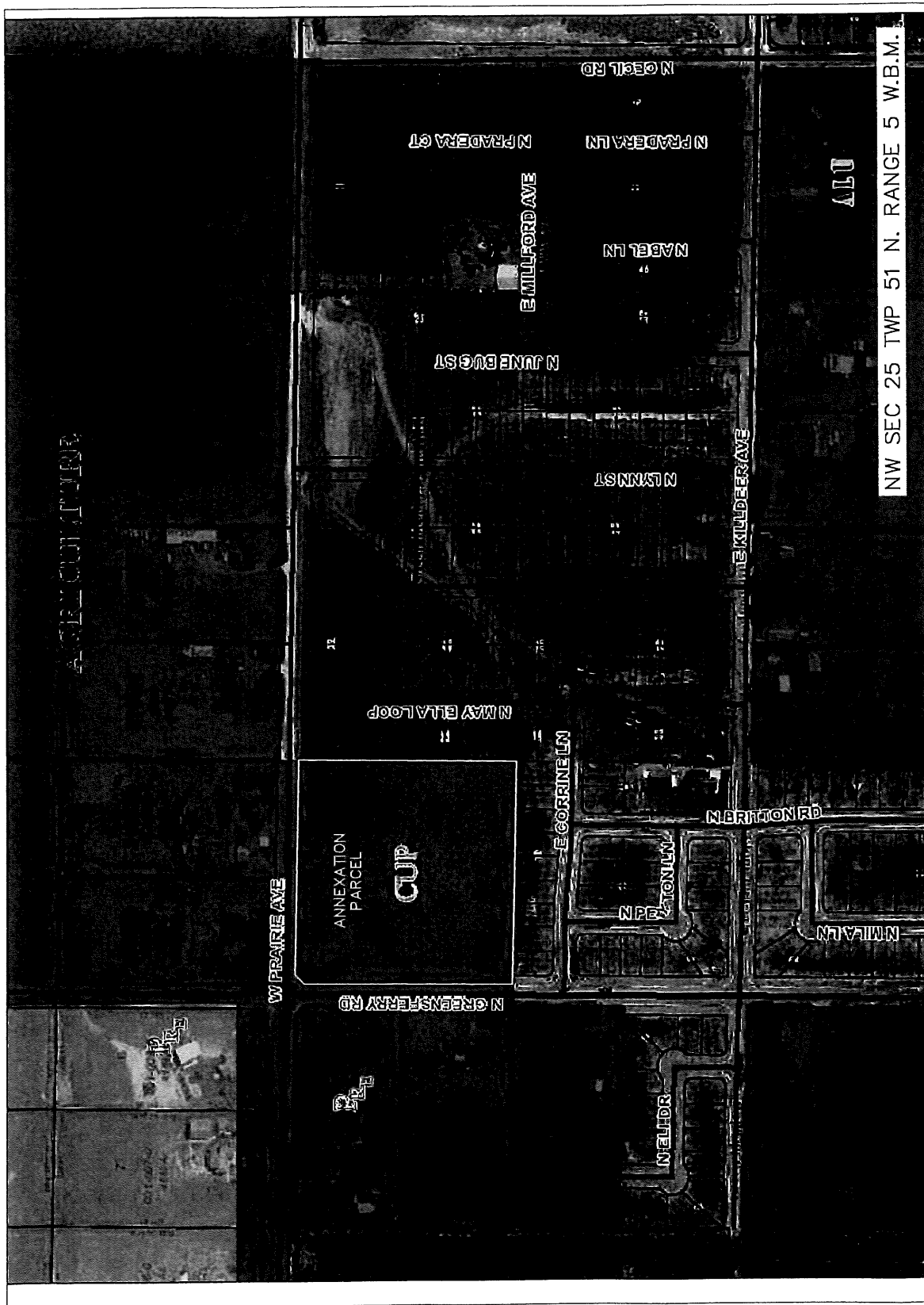
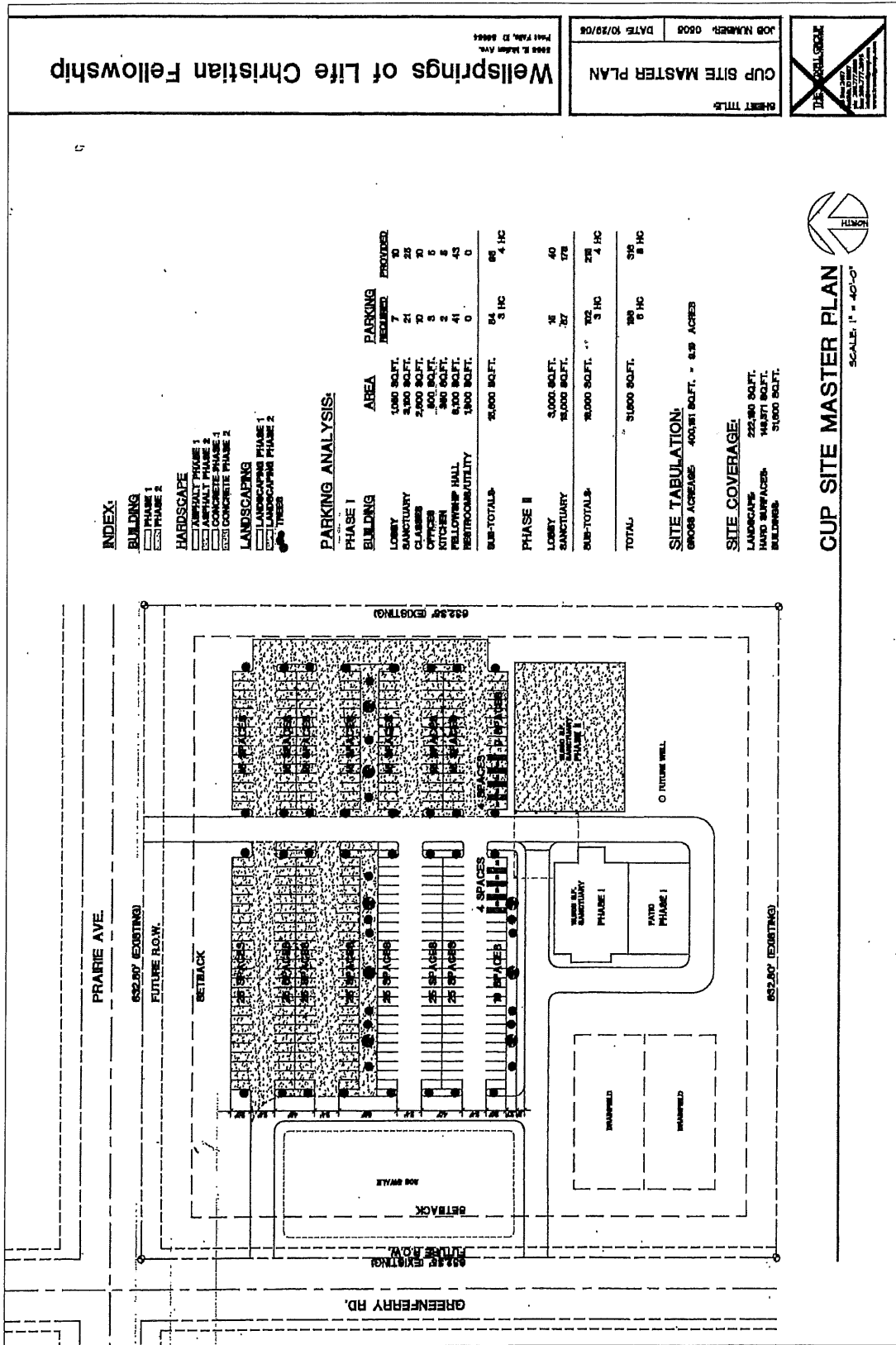


FIGURE A.5 – CUP C-1132-05  
SITE DEVELOPMENT OVERVIEW



**INDEX:**

- BUILDING
- PHASE 1
- PHASE 2
- HARDSCAPE
- ASPHALT PHASE 1
- ASPHALT PHASE 2
- CONCRETE PHASE 1
- CONCRETE PHASE 2
- LANDSCAPING
- LANDSCAPING PHASE 1
- LANDSCAPING PHASE 2
- TREES

**PARKING ANALYSIS:**

BUILDING	AREA	PARKING REQUIRED	PROVIDED
LOBBY	1,000 SQ.FT.	7	10
SANCTUARY	2,000 SQ.FT.	21	25
CLASSROOMS	2,000 SQ.FT.	10	10
OFFICES	500 SQ.FT.	3	5
KITCHEN	300 SQ.FT.	2	5
FELLOWSHIP HALL	6,000 SQ.FT.	41	43
RESTROOM/UTILITY	1,000 SQ.FT.	0	0
<b>PHASE I SUB-TOTALS:</b>	<b>25,000 SQ.FT.</b>	<b>84 HC</b>	<b>98 HC</b>
LOBBY	3,000 SQ.FT.	18	40
SANCTUARY	10,000 SQ.FT.	37	178
<b>PHASE II SUB-TOTALS:</b>	<b>13,000 SQ.FT.</b>	<b>55 HC</b>	<b>218 HC</b>
<b>TOTAL:</b>	<b>38,000 SQ.FT.</b>	<b>139 HC</b>	<b>316 HC</b>

**SITE TABULATION:**

GROSS ACRES: 400,000 SQ.FT. = 9.2 ACRES

**SITE COVERAGE:**

LANDSCAPE: 222,500 SQ.FT.  
HAND SURFACES: 148,000 SQ.FT.  
BUILDINGS: 31,000 SQ.FT.



**CUP SITE MASTER PLAN**  
SCALE: 1" = 40'-0"

Wellsprings of Life Christian Fellowship  
1000 E. Main Ave.  
Fair Park, TX 75004

PROJECT TITLE  
CUP SITE MASTER PLAN  
JOB NUMBER: 0503  
DATE: 10/29/05





FIGURE A.6 – COPF FUTURE LAND USE MAP

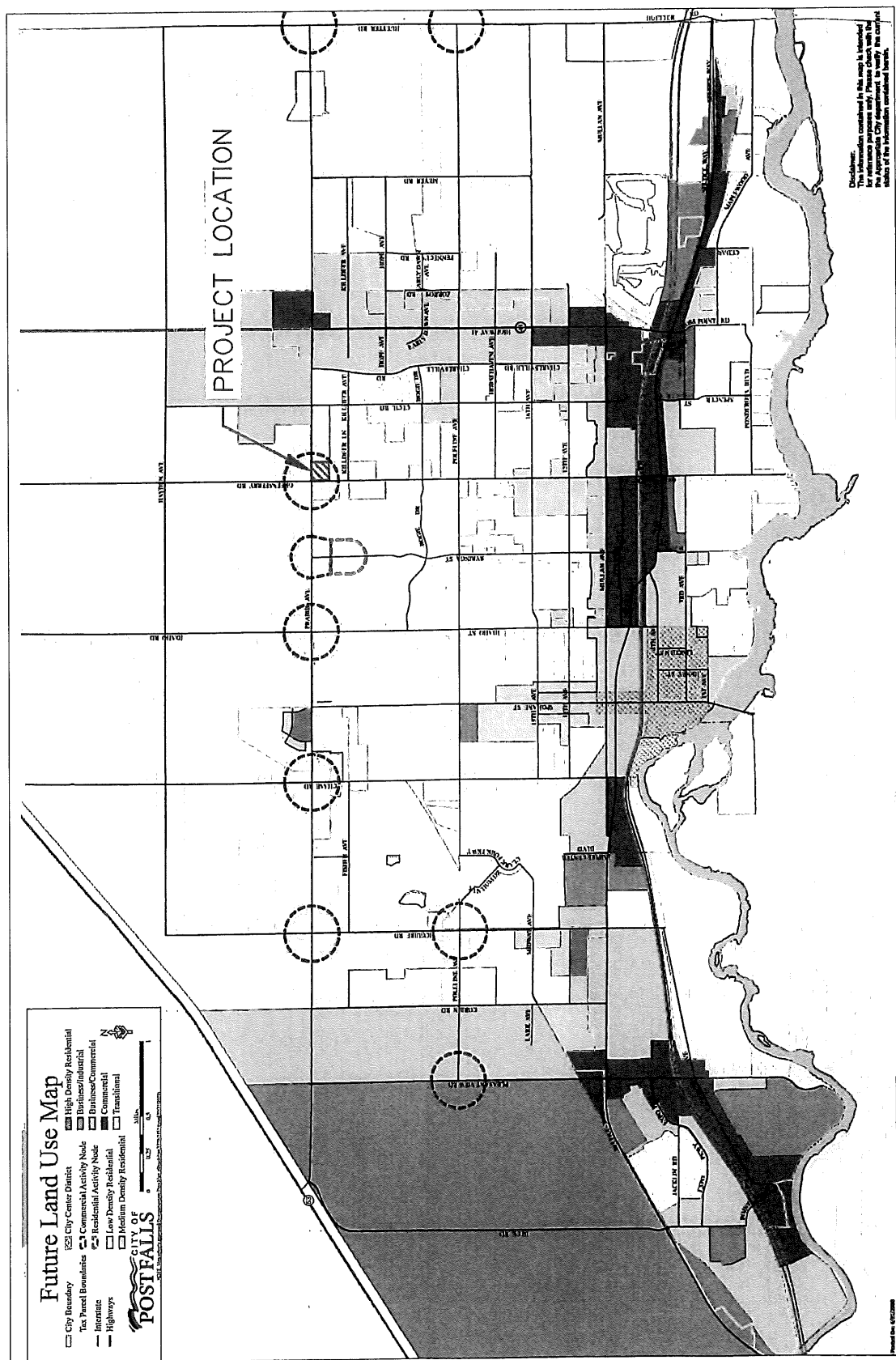
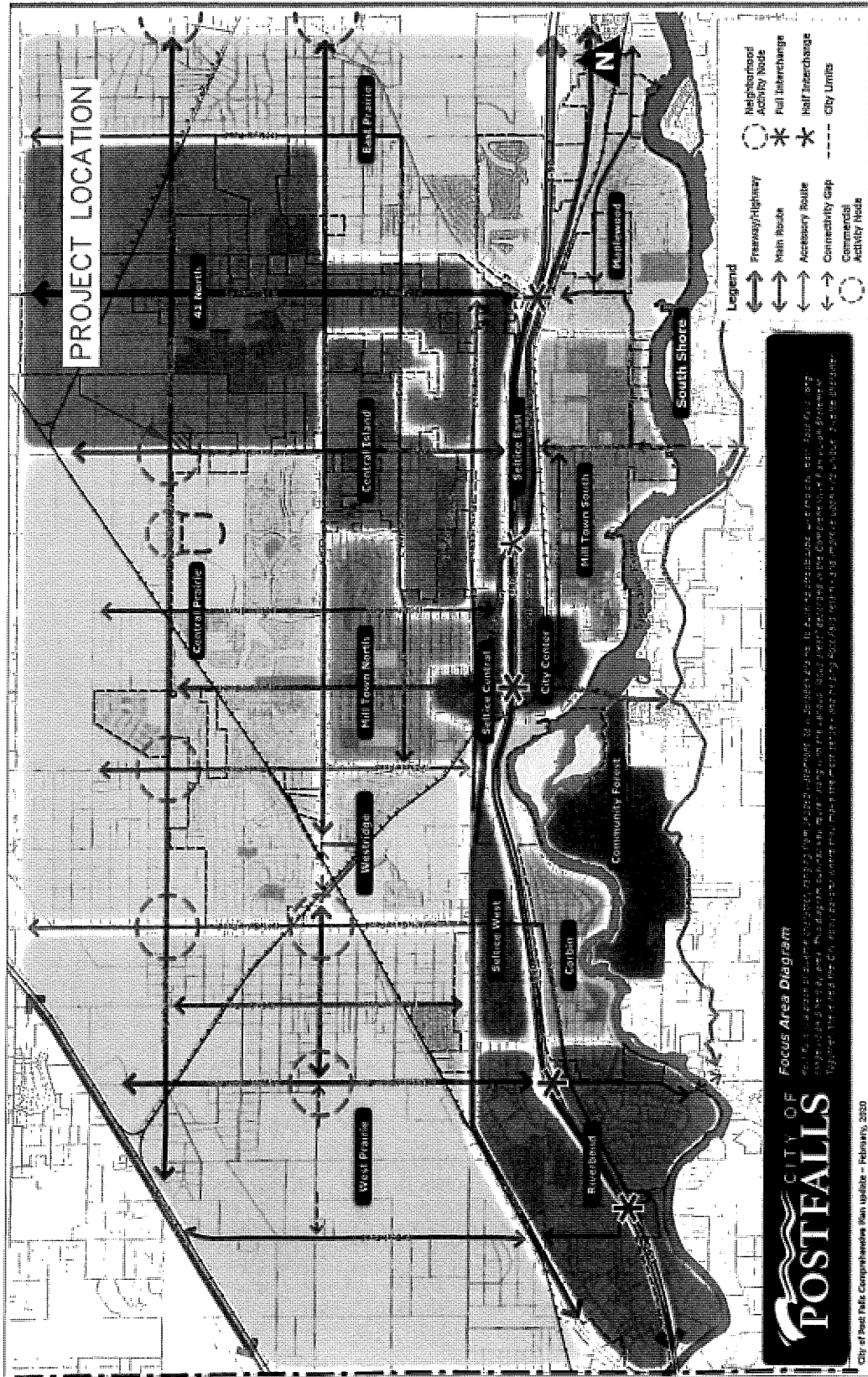


FIGURE A.7 – COPF FOCUS AREA DIAGRAM



# FIGURE A.8 – DRAFT PLAT FACE

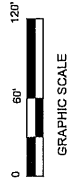
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT # \_\_\_\_\_

## WELLSPRINGS ADDITION

TRACT 8, POST FALLS IRRIGATED TRACTS,  
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,  
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

**LEGEND**

	Set 5/8" x 24" Rebar With Yellow Plastic Cap Marked "PLS 14220"
	Found Quarter Corner
	Found 5/8" Rebar With Yellow Plastic Cap
	"PLS 8962" Except as Noted
	Section Corner
	Center of Section
	Calculated Point
	Point of Beginning



**REFERENCES**  
(R-1) RECORD OF SURVEY BY PLS 772 RECORDED AT BOOK 27 PAGE 313  
SEPTEMBER 2012.  
(R-2) PLAT OF GREEN MEADOWS BY PLS 8882 RECORDED AT BOOK L  
PAGE 456, MAY 2020.  
(R-3) PLAT OF GREEN MEADOWS 1ST ADDITION BY PLS 8982 RECORDED  
AT BOOK L PAGE 532, DECEMBER 2020.

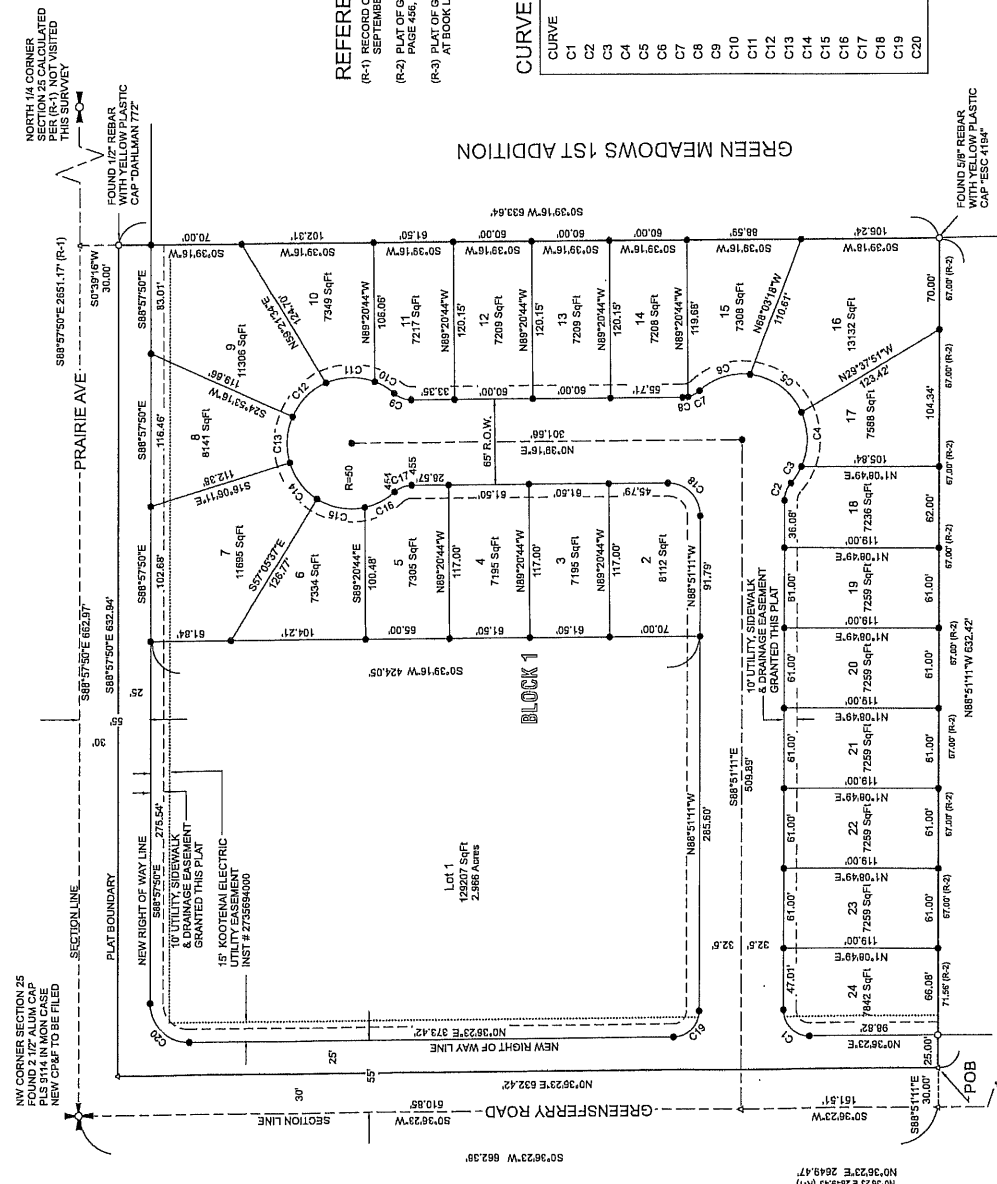
**CURVE TABLE**

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N45°52'36"E	28.42'	31.60'	90°32'26"	20.19'	
C2	S68°08'56"E	14.14'	20.00'	14.45'	41°24'35"	7.56'
C3	S65°07'01"E	15.09'	50.00'	15.14'	17°21'12"	7.63'
C4	S89°07'13"E	41.19'	50.00'	42.45'	48°39'41"	22.60'
C5	N37°17'31"E	48.89'	50.00'	51.08'	58°31'56"	28.02'
C6	N15°21'51"W	41.29'	50.00'	42.57'	48°46'50"	22.57'
C7	N26°14'26"W	10.02'	20.00'	10.13'	29°01'36"	5.18'
C8	N5°32'25"W	4.31'	20.00'	4.32'	12°22'58"	2.17'
C9	N21°21'33"E	14.14'	20.00'	14.45'	41°24'35"	7.56'
C10	N31°59'53"E	17.47'	50.00'	17.56'	20°07'37"	8.87'
C11	N0°06'27"W	37.53'	50.00'	38.48'	44°05'26"	20.25'
C12	N43°37'59"W	36.82'	50.00'	37.49'	42°57'30"	19.67'
C13	N85°36'28"W	35.01'	50.00'	35.77'	40°59'27"	18.69'
C14	S53°24'06"W	35.01'	50.00'	35.77'	40°59'26"	18.69'
C15	S11°05'16"W	37.17'	50.00'	38.08'	43°38'29"	20.02'
C16	S25°44'51"E	25.90'	50.00'	26.20'	30°01'16"	13.41'
C17	S20°03'01"E	14.14'	20.00'	14.45'	41°24'35"	7.56'
C18	N45°54'03"W	35.51'	25.00'	39.48'	90°29'33"	25.22'
C19	N44°07'24"W	28.15'	20.00'	31.23'	69°27'34"	19.81'
C20	N45°49'17"E	42.59'	30.00'	47.35'	90°25'47"	30.23'

DRAFT



**NORTH ENGINEERING & SURVEYING P.L.L.C.**  
P.O. BOX 103883  
HAYDEN, ID 83835  
(208) 755-6265  
SHEET 1 OF 2



**BASIS OF BEARING**

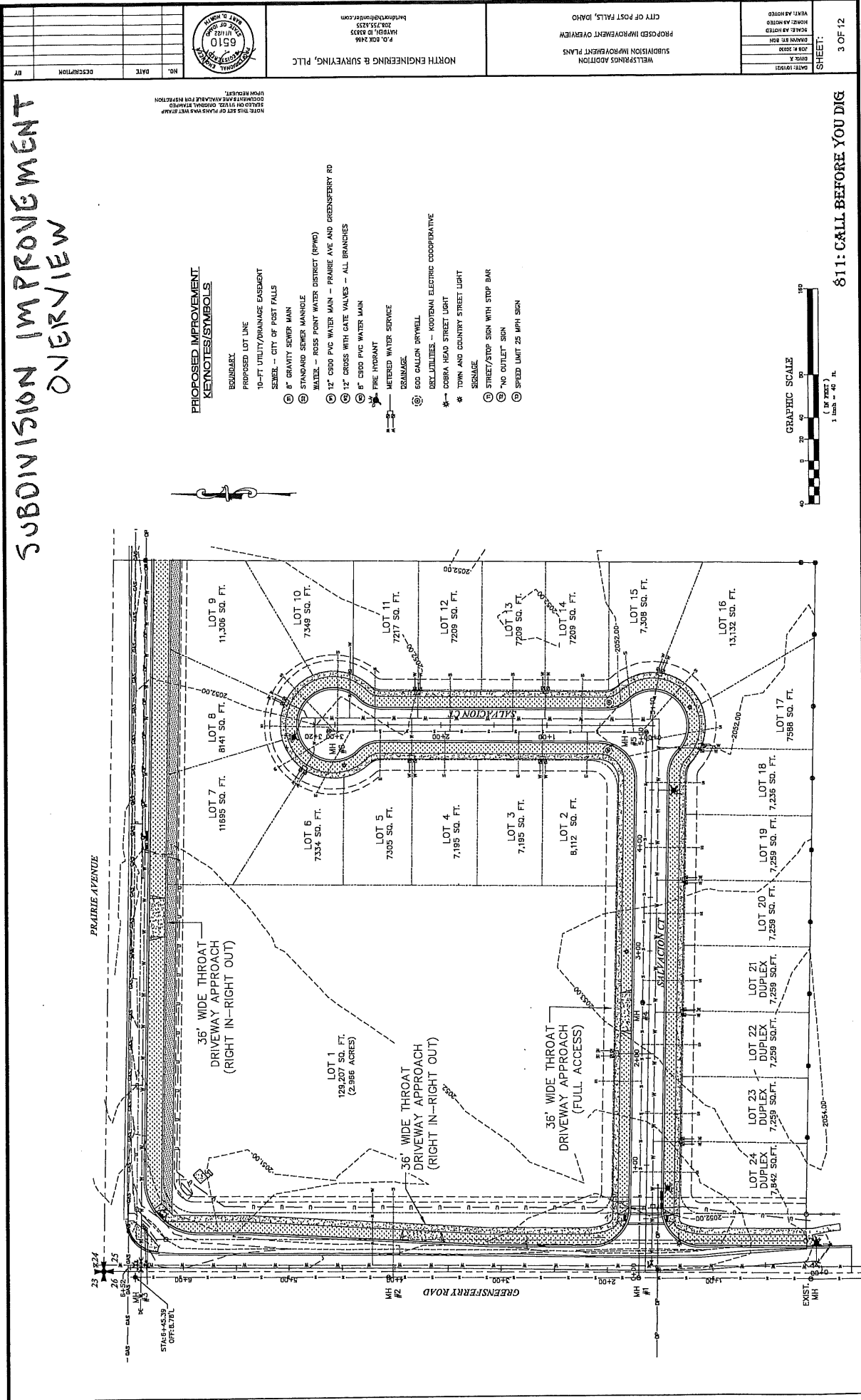
THE BASIS OF BEARINGS FOR THIS PLAT IS N74°30'23"E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST QUARTER CORNER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M. PER RECORD OF SURVEY BOOK 27 PAGE 313 (R-1).

**GREEN MEADOWS ADDITION**

WEST 1/4 CORNER SECTION 25  
FOUND 2 1/2\" ALUM CAP PLS 8982  
FLUSH WITH PAVEMENT  
NEW CURB TO BE FILED

POB

# FIGURE A.9 SUBDIVISION IMPROVEMENT OVERVIEW



DATE: 10/15/2010  
SCALE: AS SHOWN  
DRAWN BY: JRM  
CHECKED BY: JRM  
DATE: 10/15/2010  
SHEET: 3 OF 12

WELSPRING ADDITION  
SUBDIVISION IMPROVEMENT PLANS  
CITY OF POST FALLS, IDAHO  
NORTH ENGINEERING & SURVEYING, PLLC  
P.O. BOX 2406  
HELEN, IDAHO 83423  
409.255.2255  
bnt@northeng.com

NOTES: THIS SET OF PLANS AND ANY ATTACHED DOCUMENTS ARE VALID ONLY FOR THE PROJECT SHOWN HEREON.  
BASED ON 2008 AERIAL PHOTOGRAPHY.  
DOCUMENTS ARE AVAILABLE FOR INSPECTION FROM PROJECT.

# WELLSPRINGS ADDITION

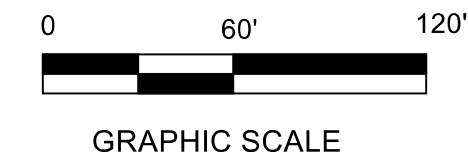
TRACT 8, POST FALLS IRRIGATED TRACTS,  
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,  
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

INSTRUMENT # \_\_\_\_\_

**LEGEND**

- Set 5/8" x 24" Rebar With Yellow Plastic Cap Marked "PLS 14220"
- ⊕ Found Quarter Corner
- Found 5/8" Rebar With Yellow Plastic Cap "PLS 8962" Except as Noted
- ⊕ Section Corner
- ⊙ Center of Section
- △ Calculated Point
- POB Point of Beginning

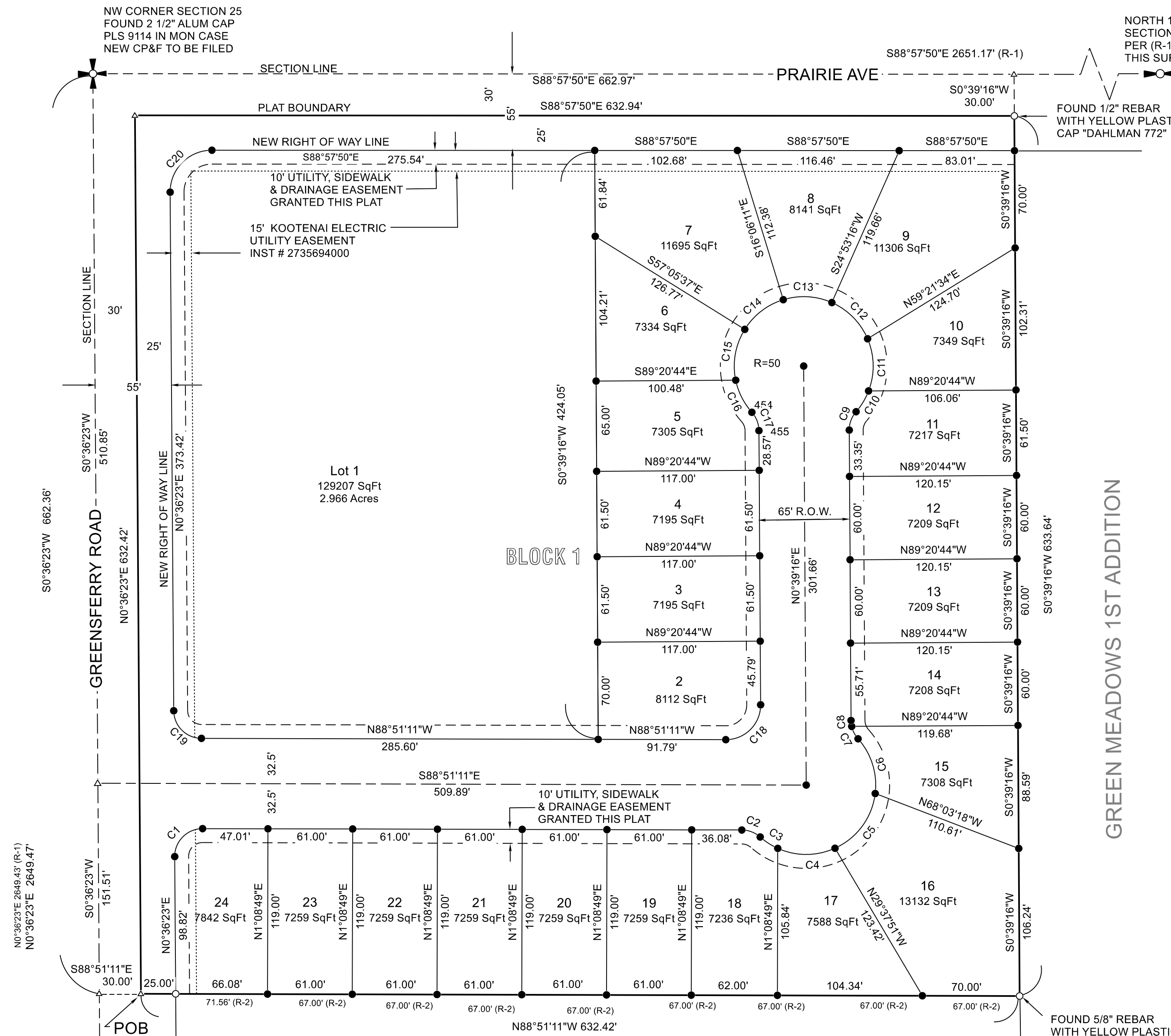


## REFERENCES

- (R-1) RECORD OF SURVEY BY PLS 772 RECORDED AT BOOK 27 PAGE 313 SEPTEMBER 2012.
- (R-2) PLAT OF GREEN MEADOWS BY PLS 8962 RECORDED AT BOOK L PAGE 456, MAY 2020.
- (R-3) PLAT OF GREEN MEADOWS 1ST ADDITION BY PLS 8962 RECORDED AT BOOK L PAGE 532, DECEMBER 2020.

## CURVE TABLE

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**DRAFT**



**NORTH ENGINEERING & SURVEYING P.L.L.C.**  
P.O. BOX 2486  
HAYDEN, ID 83835  
(208) 755-6255

**SHEET 1 OF 2**

**BASIS OF BEARING**  
THE BASIS OF BEARINGS FOR THIS PLAT IS N0°36'23"E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST QUARTER CORNER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M. PER RECORD OF SURVEY BOOK 27 PAGE 313 (R-1).

**GREEN MEADOWS ADDITION**

WEST 1/4 CORNER SECTION 25  
FOUND 2 1/2" ALUM CAP PLS 8962  
FLUSH WITH PAVEMENT  
NEW CP&F TO BE FILED

FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP "ESC 4194"

# WELLSPRINGS ADDITION

TRACT 8, POST FALLS IRRIGATED TRACTS,  
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,  
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

INSTRUMENT # \_\_\_\_\_

## OWNER'S CERTIFICATE

BE IT KNOWN BY ALL PRESENT THAT FIVEFOLD FOUNDATION MINISTRIES, INC. IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND INTEND TO INCLUDE THE SAME TO BE KNOWN AS WELLSPRINGS ADDITION, BEING LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, EXCEPT RIGHT OF WAY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 00° 36' 23" WEST, A DISTANCE OF 2649.47 FEET; THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 662.36 FEET; THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 00° 36' 23" EAST PARALLEL TO SAID WEST LINT OF SECTION 25 A DISTANCE OF 632.42 FEET;

THENCE SOUTH 88° 57' 50" EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 632.94 FEET;

THENCE SOUTH 00° 39' 16" WEST ALONG THE WEST LINE OF GREEN MEADOWS 1ST ADDITION AND ITS WESTERLY LINE PROJECTED NORTH FOR A DISTANCE OF 633.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF GREEN MEADOWS ADDITION;

THENCE NORTH 88° 51' 11" WEST ALONG SAID NORTH LINE OF GREEN MEADOWS ADDITION FOR A DISTANCE OF 632.42 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL BEING 400489.83 SQFT OR 9.194 ACRES MORE OR LESS.

BE IT FURTHER KNOWN THAT:

- 1) THE OWNER HEREBY DEDICATES THE ROAD NAME AS DEPICTED ON SHEET 1 TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS.
- 2) THE OWNER HEREBY DEDICATES A 10 FOOT WIDE UTILITY, SIDEWALK & DRAINAGE EASEMENT ADJACENT TO ALL STREET RIGHTS OF WAY AS DEPICTED ON SHEET 1 TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS.
- 3) DIRECT ACCESS FROM INDIVIDUAL RESIDENTIAL LOT 24 TO GREENSFERRY ROAD SHALL NOT BE ALLOWED.
- 4) DIRECT ACCESS FROM INDIVIDUAL RESIDENTIAL LOTS 7,8 & 9 TO PRAIRIE AVENUE SHALL NOT BE ALLOWED.
- 5) LOTS WITHIN THIS PLAT ARE SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN KOOTENAI COUNTY AS INSTRUMENT NUMBER \_\_\_\_\_.
- 6) SANITARY SEWER DISPOSAL SHALL BE PROVIDED BY THE CITY OF POST FALLS.
- 7) DOMESTIC WATER PURVEYOR FOR THIS PLAT SHALL BE ROSS POINT WATER DISTRICT.

## CITY COUNCIL APPROVAL

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

RONALD G. JACOBSON - MAYOR

SHANNON HOWARD - CLERK

## CITY ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

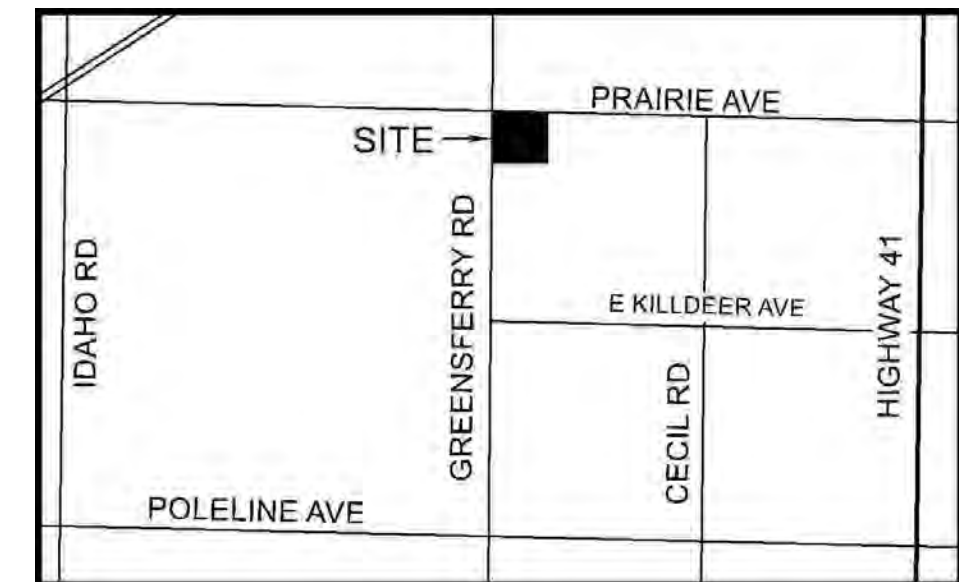
WILLIAM F. MELVIN, PE 8203  
POST FALLS CITY ENGINEER

## HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF POST FALLS AND ROSS POINT WATER DISTRICT AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXSTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT THOSE FACILITIES SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OF SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES WILL BE ALLOWED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PANHANDLE HEALTH DISTRICT 1



VICINITY MAP

## COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS RECORDED IN THE KOOTENAI COUNTY, IDAHO, RECORDER'S OFFICE AT THE REQUEST OF STERNBERG INVESTMENTS, LLC

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_, AT PAGE(S) \_\_\_\_\_

INSTRUMENT # \_\_\_\_\_ FEE \_\_\_\_\_

KOOTENAI COUNTY, RECORDER

## COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE HAVE BEEN PAID

THROUGH \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

KOOTENAI COUNTY, TREASURER

## COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND APPROVE THE SAME FOR RECORDING.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

KOOTENAI COUNTY SURVEYOR



## NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO } S.S.  
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_ IN THE YEAR 20\_\_\_\_, BY JOHN DEVRIES AS  
MANAGING MEMBER OF FIVEFOLD MINISTRIES, INC

NOTARY PUBLIC FOR THE STATE OF IDAHO

MY COMMISSION EXPIRES ON \_\_\_\_\_



## SURVEYOR'S CERTIFICATE

I, STEPHEN J. MCCABE, PLS 14220, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF WELLSPRINGS ADDITION, AS DESCRIBED IN THE CERTIFICATE OF OWNERS, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



NORTH ENGINEERING  
& SURVEYING P.L.L.C.

SHEET 2  
OF 2

P.O. BOX 2486  
HAYDEN, ID 83835  
(208) 755-6255

# ROSS POINT WATER DISTRICT

April 20, 2021

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

RE: PARCEL #0636025998AC, corner of Greensferry Road & Prairie Ave

Dear Mr. Melvin:

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

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

Ross Point Water District will provide water service to the Parcel #0636025998AC, conditioned upon the developer completing off-site improvements, if any.

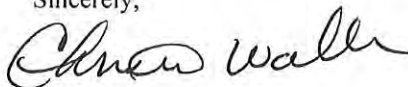
Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.

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

If you have any questions regarding this matter please call.

Sincerely,



Christine Waller  
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.  
Idaho Department of Quality  
Panhandle Health District  
Bart North, North Engineering



City of Post Falls

Public Services - Planning Division

Further to: General Pre-App meeting -Executed for PN 0-6369-25-008-AC. Pdf

Subject: Owner authorization letter:

10-25-21

Project: "Wellsprings" Annexation and Subdivision Applications

The property is located on the SE corner of Prairie Ave., and Greensferry Road, being approx. 9.2 acres. (Legal description attached).

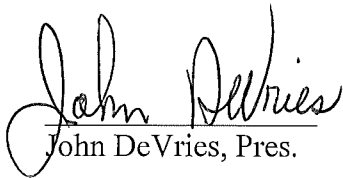
Owner of record:

Fivefold Foundation Ministries Inc.,

PO Box 457

Post Falls ID 83877

This is to confirm the full authorization for 'Bart North', PE, of North Engineering, to act on our behalf as it regards the Annexation and Subdivision applications for the referenced parcel, and to represent us with the City of Post falls.



John DeVries, Pres.

Cell (208) 651-1213 - Home (208) 777-9747, Email [5-fold@twc.com](mailto:5-fold@twc.com)

Cc: Bart North PE





**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: October 21, 2021**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by: *John Tyler*  
Authorized Countersignature

North Idaho Title Insurance, Inc.  
Company Name  
601 East Front Avenue Suite 204  
Coeur d'Alene, ID 83814  
City, State



*Fred H. Eppinger*  
Frederick H. Eppinger  
President and CEO

*David Hisey*  
David Hisey  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File Number: N-59724

2222 Guarantee - (CLTA Form) Rev. 6-6-92

## GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** - This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. **Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **Payment Loss**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. **Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. **Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. **Liability Limited to This Guarantee; Guarantee Entire Contract**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. **Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

## SUBDIVISION GUARANTEE SCHEDULE A

Order No.: N-59724  
Guarantee No.: G-0000561470308  
Date of Guarantee: October 8, 2021 at 8:00AM  
Amount of Liability: \$1,000.00  
Premium: \$350.00

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1. Name of Assured:

**The County of Kootenai and any City within which said subdivision is located.**

2. Subdivision Map Reference:

**Fivefold Foundation**

3. The map referred to above recites that it is a subdivision of the following described Land:

**See Exhibit "A" Attached for Legal Description**

4. ASSURANCES:

According to the Public Records the only parties having any record title interest in the Land included within the exterior boundary shown on the map of the above referenced subdivision whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

**Fivefold Foundation Ministries, Inc., an Idaho corporation**

## **Subdivision Guarantee Exhibit "A" Legal Description**

Tract 8, Block 25, Post Falls Irrigation Tracts, according to the plat recorded in Book "C" of Plats at Page 78, records of Kootenai County, Idaho.

Less any portion within the Road Right of Way.

## EXHIBIT "B" – EXCEPTIONS

1. General taxes for the year 2021, a lien in the process of assessment, not yet due or payable.
2. Assessments for the Prairie Water Association, if any, which are excluded from the coverage afforded hereby.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon 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, as contained in the deed, recorded as (book) 123 (page) 585, Official Records.  
[Document Link](#)
5. All matters as delineated on the Official Plat of Post Falls Irrigated Tracts, on file and of record as (book) C (page) 78, Official Records of Kootenai County, State of Idaho.  
[Document Link](#)
6. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded June 23, 1994, as (instrument) 1360043, Official Records.  
[Document Link](#)
7. Record of Survey recorded January 2, 1998, as (book) 19 (page) 185, Official Records.  
[Document Link](#)
8. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded February 7, 2020, as (instrument) 2735694000, Official Records.  
[Document Link](#)

\*\*\*\*\* End of Schedule B \*\*\*\*\*



MOTHER LODGE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

## **NOTICE AT COLLECTION AND PRIVACY POLICY**

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply to California residents.

### **1. Personal Information We Collect**

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

### **2. Purposes**

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

### **3. Sources, Sharing**

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

#### **4. Cookies and similar technologies**

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

#### **5. Links to Other Websites and Do Not Track**

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

#### **6. Sale**

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

#### **7. Minors**

We don't collect information from minors under the age of 18.

#### **8. Safeguards**

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

#### **9. Access and Changes**

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing [privacy@mlhc.com](mailto:privacy@mlhc.com). This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).



## **CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS**

### **10. Requests Under the California Consumer Privacy Act ("CCPA")**

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

### **11. How to Make a Request under the California Consumer Privacy Act**

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to [privacy@mlhc.com](mailto:privacy@mlhc.com); (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.  
Montana Title and Escrow Co.  
National Closing Solutions, Inc.  
National Closing Solutions of Alabama  
National Closing Solutions of Maryland  
Premier Reverse Closings  
Centric Title and Escrow

Placer Title Co.  
Placer Title Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Co.  
Texas National Title  
Western Auxiliary Corp.  
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

**We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or [privacy@mlhc.com](mailto:privacy@mlhc.com).

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at:* **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

# Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice for California Residents** (“CCPA Notice”). This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents (“consumers” or “you”). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

## Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES

E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**



## Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

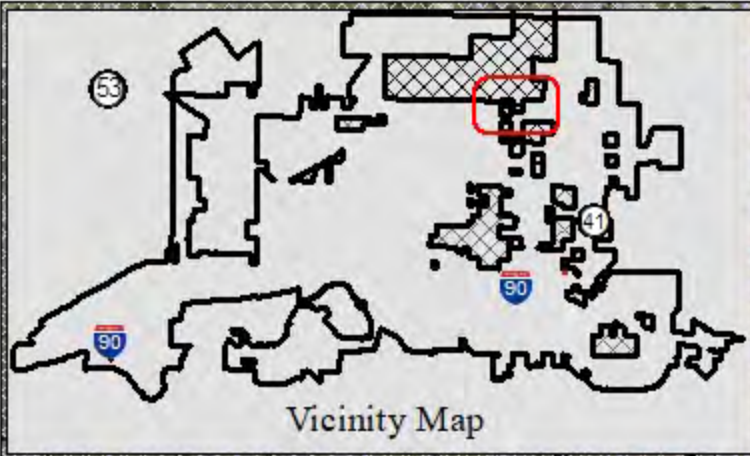
**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

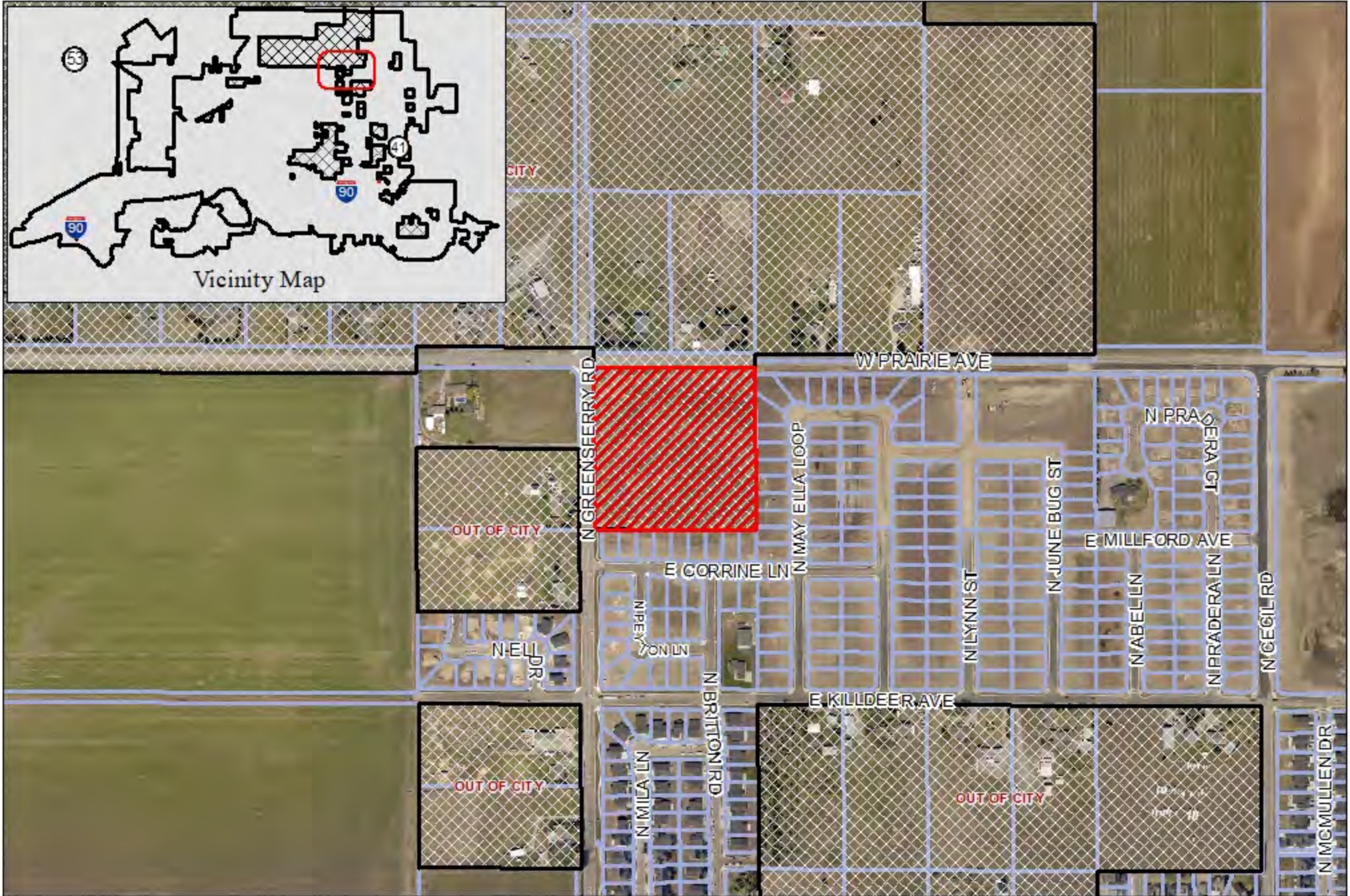
**Email:** Privacyrequest@stewart.com

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056






Vicinity Map

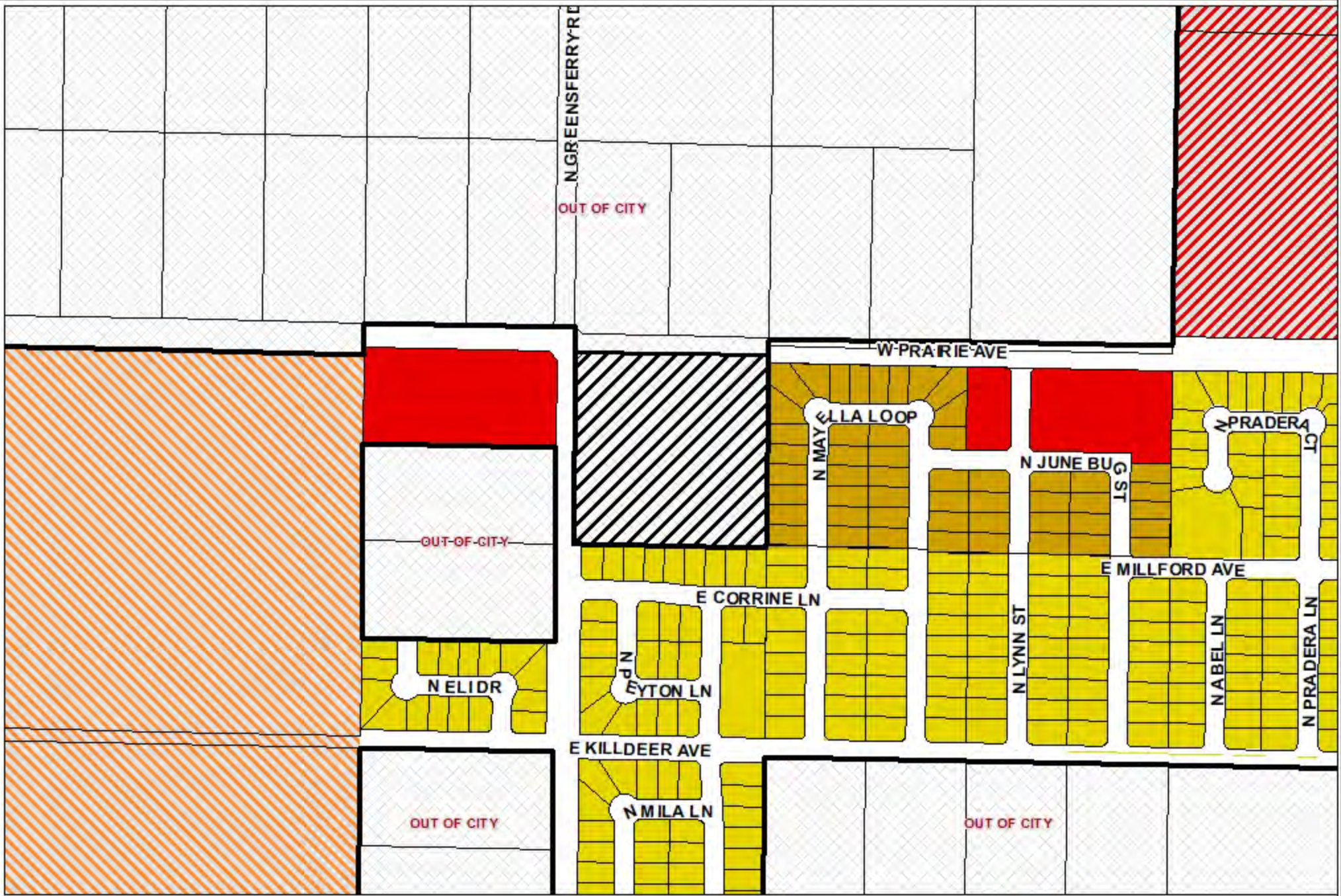


Project Location  
 WELLSPRING ANNEXATION  
 File # ANNX-0001-2022



-  Subject Site
-  City Boundary
-  Tax Parcels





Zoning Map  
 WELLSRING ANNEXATION  
 File # ANNX-0001-2022










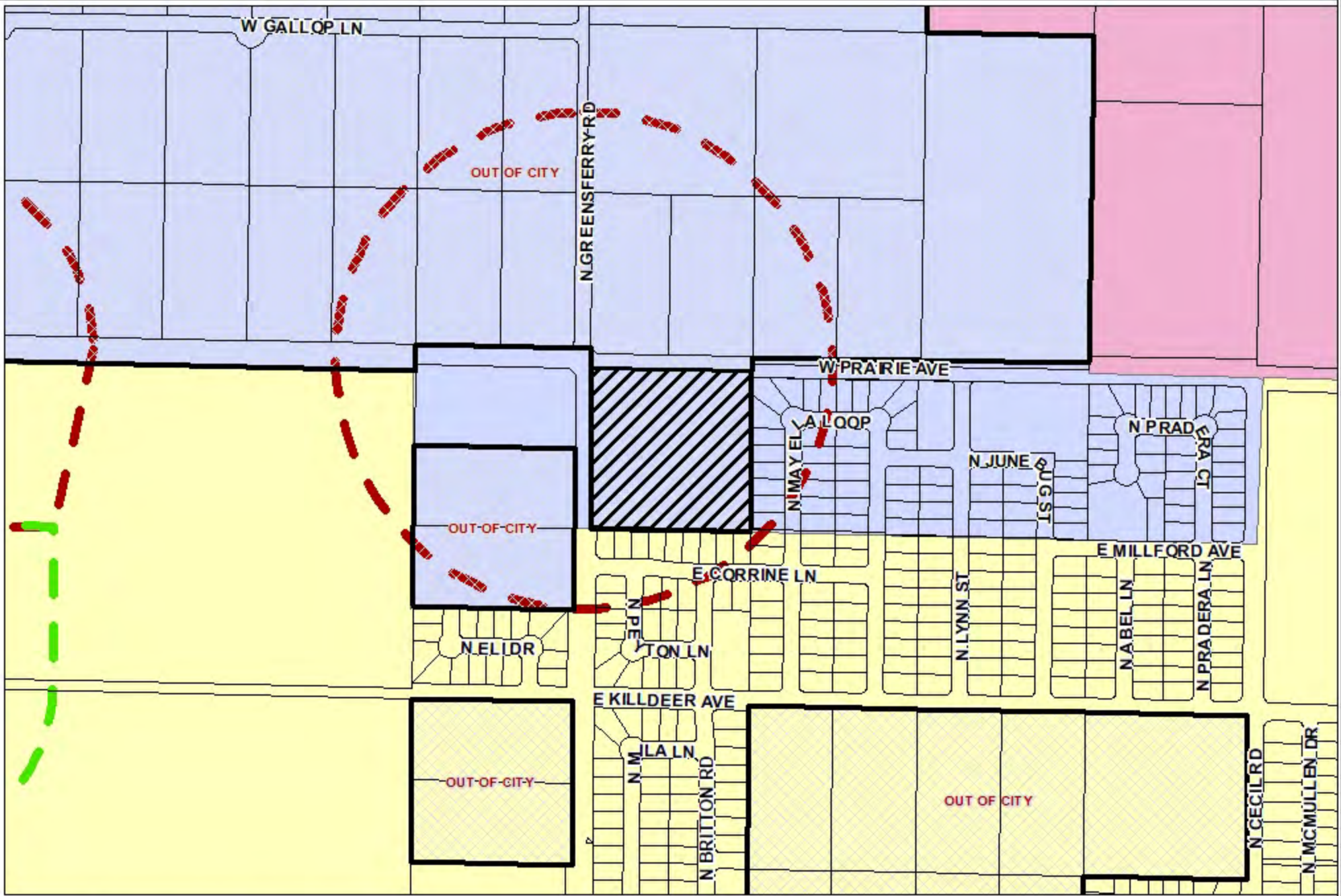
-  City Boundary
-  Subject Site
-  CCS
-  RM
-  TM
-  R-1
-  R-2



Exhibit S-2



Future Land Use Designation  
 WELLSRING ANNEXATION  
 File # ANNX-0001-2022










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

Exhibit S-3



# DEVELOPMENT AND ANNEXATION AGREEMENT

## Wellspring Annexation

(File No. ANNX-0001-2022)

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Fivefold Foundation Ministries, Inc.**, an Idaho corporation company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at PO Box 457 Post Falls, Idaho 83877.

WHEREAS, Fivefold Foundation Ministries, Inc., (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at the southeast corner of Prairie Avenue and Greensferry 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 in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain temporary water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 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. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of public wastewater treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the extension, progression, or continuity of the City's wastewater collection 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 Sewer Mains: The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing. Sewer extensions shall comply with sizing as identified within the City's Water Reclamation Master Plan
- 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 Greensferry Road for utilities, sidewalks, and storm drainage.
  - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Greensferry Road for a total right of way width of 55 feet measured from the Section Line.

- 4.1.3 By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue for utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue for a half width right of way of 55 feet measured from the Section Line.

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-



annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot

amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

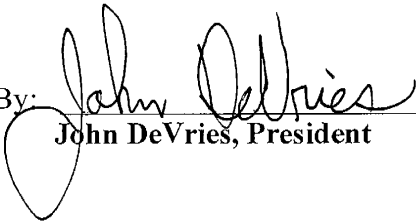
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

**CITY OF POST FALLS**

**FIVEFOLD FOUNDATION  
MINISTRIES INC.**

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

By:  \_\_\_\_\_  
**John DeVries, President**

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

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 : ss  
County of Kootenai )

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


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

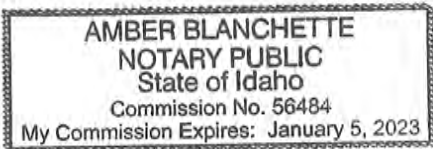
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO )  
 :ss  
County of Kootenai )

On this 10 day of February, 2022, before me, a Notary for the State of Idaho, personally appeared **John DeVries**, known, or identified to me to be the **President** of Fivefold Foundation Ministries, Inc., whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

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

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: Kootenai County  
Commission Expires: January 5, 2023



WELLSPRINGS ADDITION ANNEXATION DESCRIPTION

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, EXCEPT RIGHT OF WAY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH  $0^{\circ} 36' 23''$  WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH  $00^{\circ} 36' 23''$  WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 662.36 FEET;

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THENCE NORTH  $88^{\circ} 51' 11''$  WEST ALONG SAID NORTH LINE OF GREEN MEADOWS ADDITION FOR A DISTANCE OF 632.42 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL BEING 400489.83 SQFT OR 9.194 ACRES MORE OR LESS.

END OF DESCRIPTION.

# 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

March 22, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

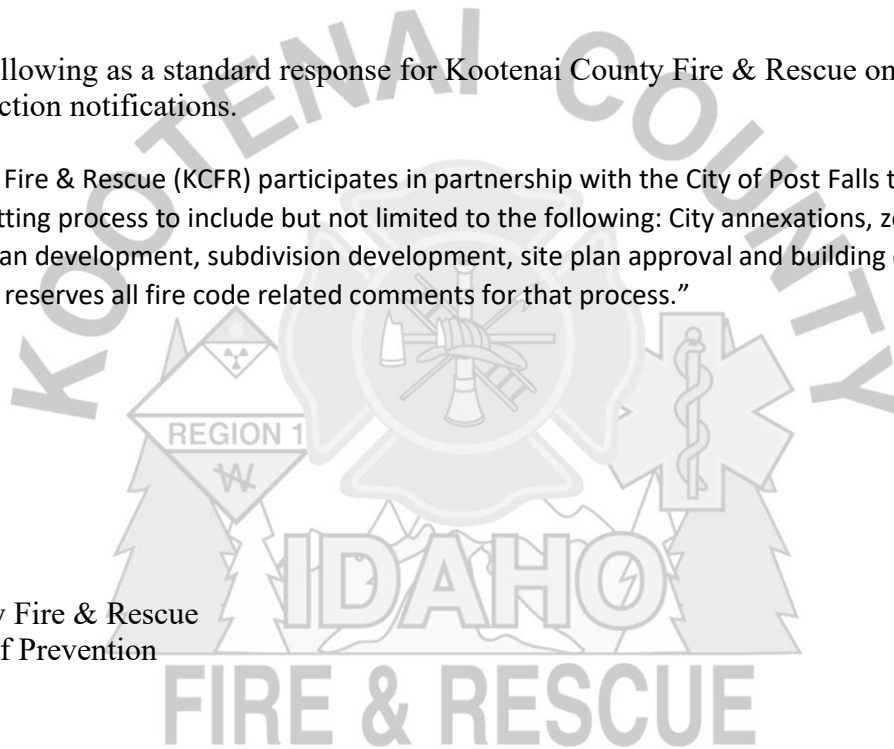
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II  
Kootenai County Fire & Rescue  
Division Chief of Prevention  
Fire Marshal





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

March 23<sup>rd</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

Re: Wellsprings Annexation/Subdivision File no. ANN-0001-2022/SUBD-0001-2022

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl  
Captain  
Post Falls Police Department



April 5, 2022

City of Post Falls  
Planning and Building Division  
408 Spokane St.  
Post Falls ID 83854

Sent by email to [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

RE: ANNX-0001-2022, Wellspring Annexation  
Southeast corner of Prairie Ave and Greensferry rd

Greetings:

Post Falls Highway District has received annexation request for the above referenced proposal. After review the District has the following comments:

1. PFHD will ask that no direct access be allowed onto Prairie Avenue
2. PFHD will ask that all right-of-way on Prairie Avenue be annexed into the City of Post Falls.
3. PFHD will ask that the City of Post Falls take complete ownership of signals at Greensferry Rd and Prairie Avenue.

Please contact me if you have any questions at [mlenz@postfallshd.com](mailto:mlenz@postfallshd.com). Thank you for including us in your planning efforts.

Respectfully,

A handwritten signature in blue ink that reads "Michael C. Lenz". The signature is stylized and includes a long horizontal flourish at the end.

Michael C. Lenz  
Director of Highways  
Post Falls Highway District

# 1085



# NOTICE TO JURISDICTIONS



TODAY'S DATE: March 22, 2022

TO:

- |                             |                        |                          |
|-----------------------------|------------------------|--------------------------|
| PF City Attorney            | PF Park & Rec.         | E Greenacres Irr. Dist.  |
| 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 (WWP - 3)            | ID Dept. of Lands      | Urban Renewal Agency     |
| DEQ                         | Panhandle Health       | Kootenai County Planning |
| Conoco, Inc. (Pipeline Co.) | NW Pipeline Corp.      | KMPO                     |
| Yellowstone Pipeline Co.    | PF Engineering         |                          |
| TransCanada GTN             | Post Falls Post Office |                          |

REGARDING: Notice of Public Hearing/Land Use Application(s): File No. **ANNX-0001-2022**  
Application Type: **Wellspring Annexation/Subdivision SUBD-0001-g**

This letter provides you with notice of the proposed application within the City of Post Falls. Your comments with regard to the impact upon the delivery of services provided by your jurisdiction or utility agency would be greatly appreciated. Faxes are an acceptable response.

### APPLICATION INFORMATION:

Attached are application documents for your review.  
 Name of applicant or representative: North Engineering  
 Contact: Bart North Phone No. 208-755-6265  
 Location of site southeast corner of Prairie Ave and Greensferry Rd  
 Description of proposed actions: SEE BELOW

### NOTICE OF MEETING DATE:

City Council  
 Planning & Zoning Commission April 12, 2022  
 Public Hearing: Yes  No   
 Public Hearing: Yes  No

### ADDITIONAL STAFF COMMENTS:

**Requesting to annex approx. 9.17 acres with mixed zoning of Medium-Density Residential (R2) and Limited Commercial (LC) zoning designation along with subdividing said acres into 24 lots with 23 - R2 and 1 - LC lot**

Thank you for your time in reviewing this proposal. Your reply is requested by 4/5/2022. Please refer to the file number in your response. If you need further information, please call our office at (208) 773-8708. Thank you.



# NOTICE OF PUBLIC HEARING

## *WELLSPRING ANNEXATION & SUBDIVISION*

(File No. ANNX-0001-2022/SUBD-0001-2022)

NOTICE IS HEREBY GIVEN that the **Planning and Zoning Commission** of Post Falls will hold a public hearing at City Hall, 408 Spokane Street, on the **12<sup>th</sup> of April, 2022 at 5:30 p.m.**, on a request to annex approximately 9.17 acres with a mixed zoning of Medium Density Residential (R2) and Limited Commercial (LC) zoning designation. Additionally, a subdivision request of 24 lots with 23 - R2 lots and 1-LC lot.

**GENERAL LOCATION:** On the southeast corner of Prairie Ave and Greensferry Rd.

### **ZONING DISTRICT DESCRIPTION:**

**Medium Density Residential (R2):** The R2 Zone is intended for residential structures containing one or more dwelling units and for accessory uses that are associated and compatible with residential uses. This zone is primarily applied in areas suitable for residential development where such residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; where other public services are sufficiently available for the intensity of use contemplated; and where the configuration of Municipal infrastructure and neighboring land uses are compatible with the use allowed hereby. Lot area and building bulk and placement requirements shall agree with the values set forth in section [18.20.040](#).

**Limited Commercial (LC):** The LC Zone permits neighborhood compatible commercial retail and service uses of modest scale in areas not conveniently served by existing or proposed commercially designated lands. This zoning district is compatible with residential lands that would accommodate medium density residential land uses. Residential uses may be allowed at densities permitted by the Medium Density Residential (R2) Zone by special use permit. Lot area and building bulk and placement requirements shall agree with the values set forth in section [18.20.040](#), "Official Bulk And Placement Regulations Table", of this title.

As part of the consideration for an Annexation and Subdivision, the Planning and Zoning Commission will recommend a Zoning District to City Council for a subsequent public hearing regarding the annexation proposal. *The Planning and Zoning Commission will review the requested zoning designations against the following review criteria found within PPMC 18.16.010 and 18.20.100.*

- Consistent with Future Land Use Map.
- Consistent with the Goals and Policies Found in the Comprehensive Plan.
- 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. Encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.
- Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

- Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. Ensure that adequate land is available for future housing needs.
- Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

**SUBDIVISION REVIEW CRITERIA:**

- 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.
- Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
- Proposed streets are consistent with the transportation element of the comprehensive plan.
- All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.
- The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
- 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.

**LEGAL DESCRIPTION:**

**WELLSPRINGS ADDITION ANNEXATION DESCRIPTION**

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, EXCEPT RIGHT OF WAY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 0° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 662.36 FEET;

THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 00° 36' 23" EAST PARALLEL TO SAID WEST LINT OF SECTION 25 A DISTANCE OF 632.42 FEET;

THENCE SOUTH 88° 57' 50" EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 632.94 FEET;

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END OF DESCRIPTION.

*All persons desiring to be heard are encouraged to submit written testimony by mailing to City of Post Falls Planning Division, 408 Spokane Street, Post Falls, ID 83854, e-mail comments to [phnotice@postfallsidaho.org](mailto:phnotice@postfallsidaho.org), or submit comment on our website, <https://www.postfallsidaho.org/your-government/public-hearings/>, Persons are encouraged to submit any and all written comments by **April 5, 2022** in order to be included in the addendum to the already completed Staff Report.*

*A complete file on this matter may be requested by the public with the Post Falls Planning Division, Community Development at (208) 773-8708, or via email to Amber Blanchette, Planning Administrative Specialist at [amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org).*

Publish dates: March 18, 2022



Owner

Additional

AIN: 233035    LRSN: 77778    GEO: 2040

Parcel Number: 0-6360-25-008-AC

Appr Dist: 2    TCA: 073000

Incorporation: POST FALLS

Owner Information:

FIVEFOLD FOUNDATION MINISTRIES INC,

PO BOX 457

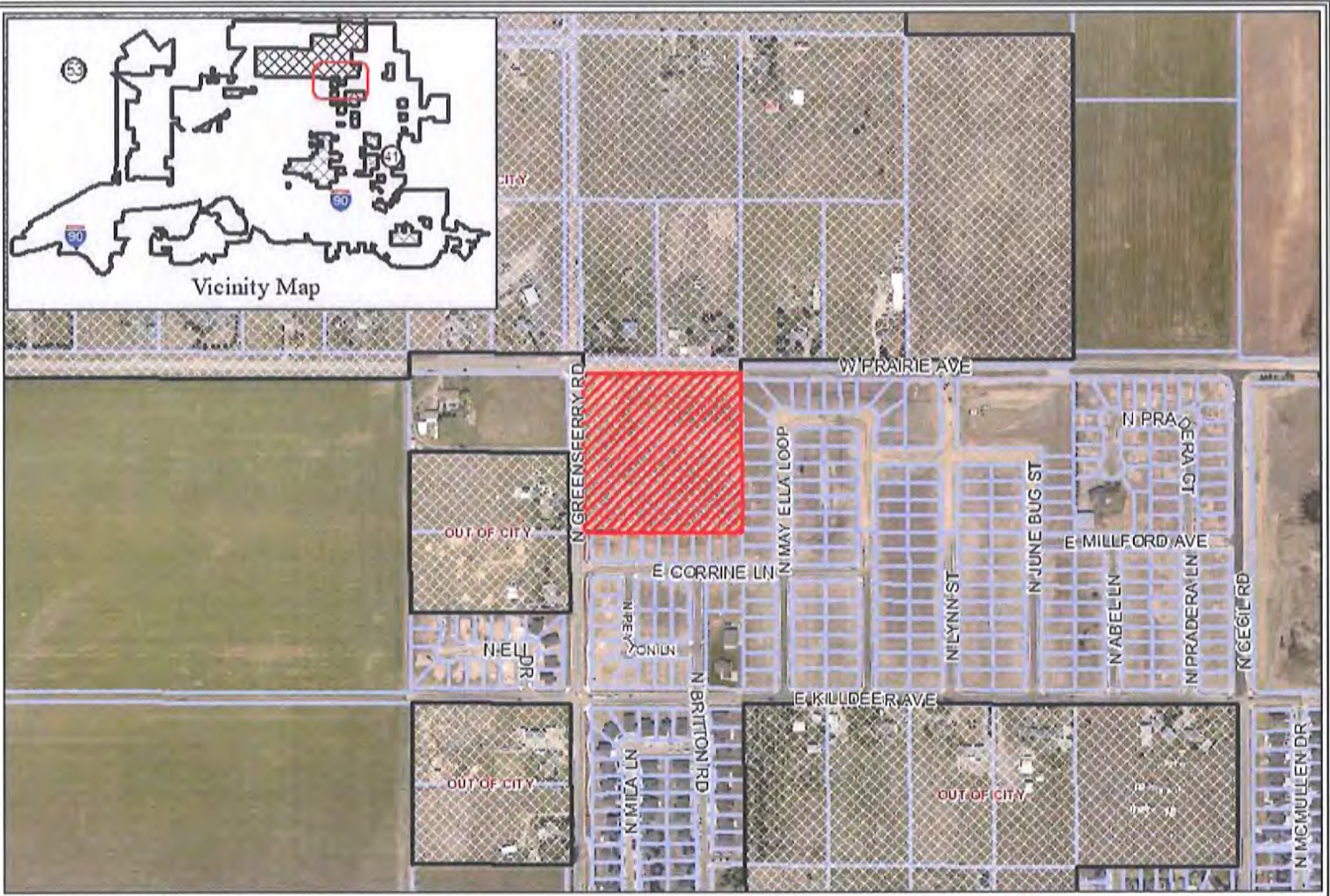
POST FALLS, ID 83877

Site Address:

Legal Description: POST FALLS IRR TRS, TR 8 BLK 25 EX  
RW 2551N05W




BKPG: C078

Acres: 9.1777    TRS: 515W25NW.PDF

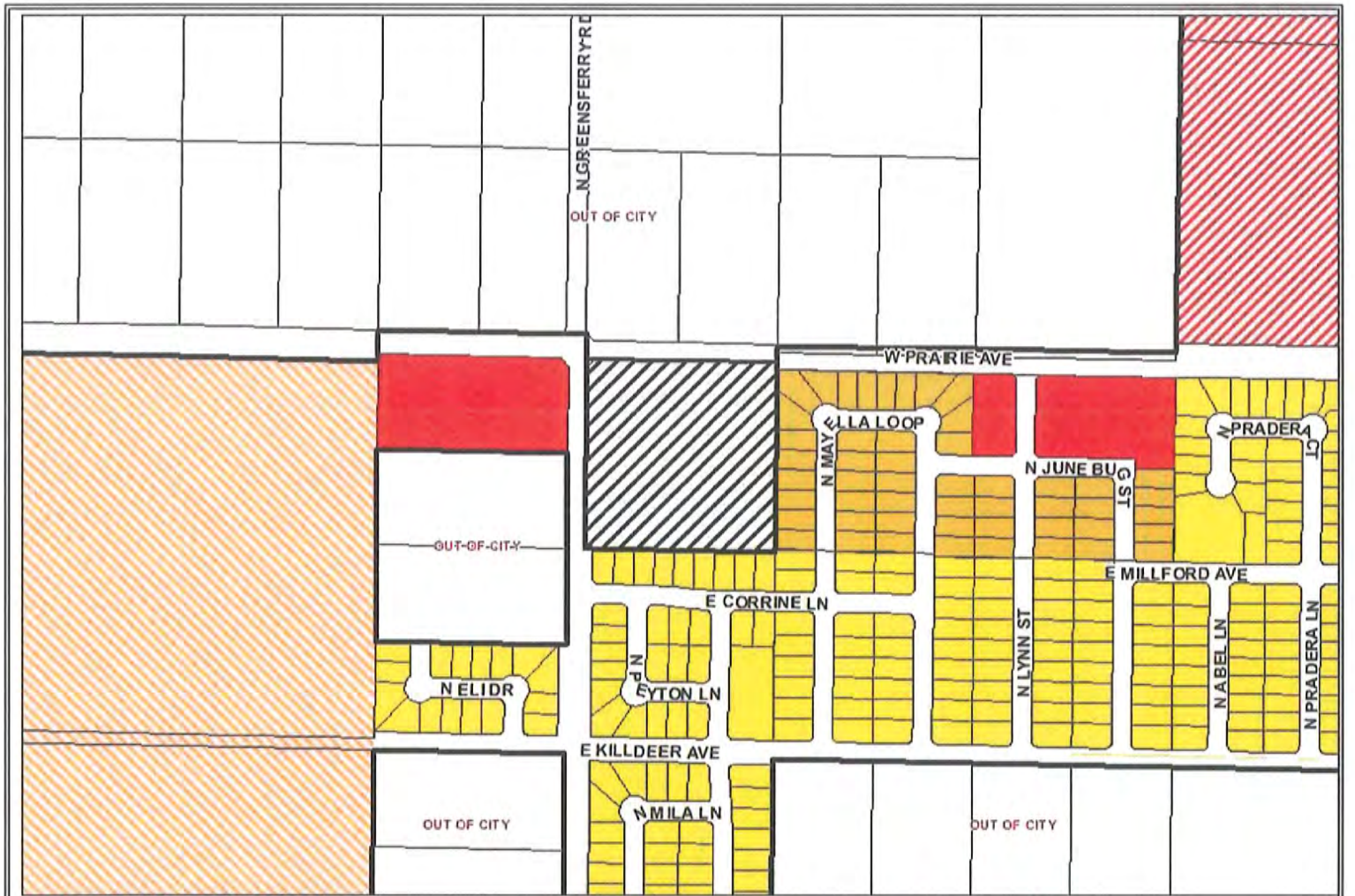


Project Location  
 WELLSRING ANNEXATION  
 File # ANNX-0001-2022



-  Subject Site
-  City Boundary
-  Tax Parcels



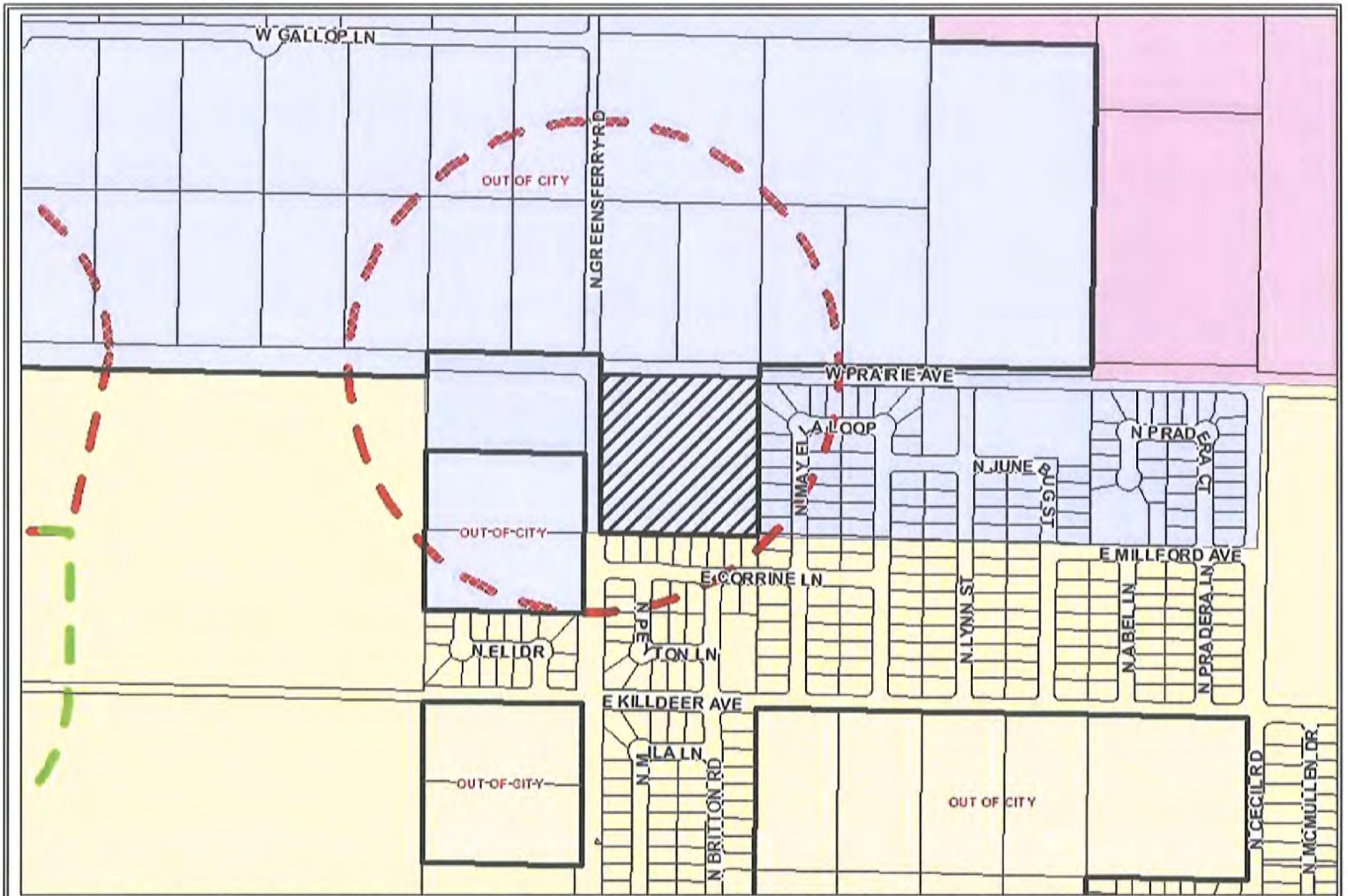


Zoning Map  
 WELLSRING ANNEXATION  
 File # ANNX-0001-2022



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





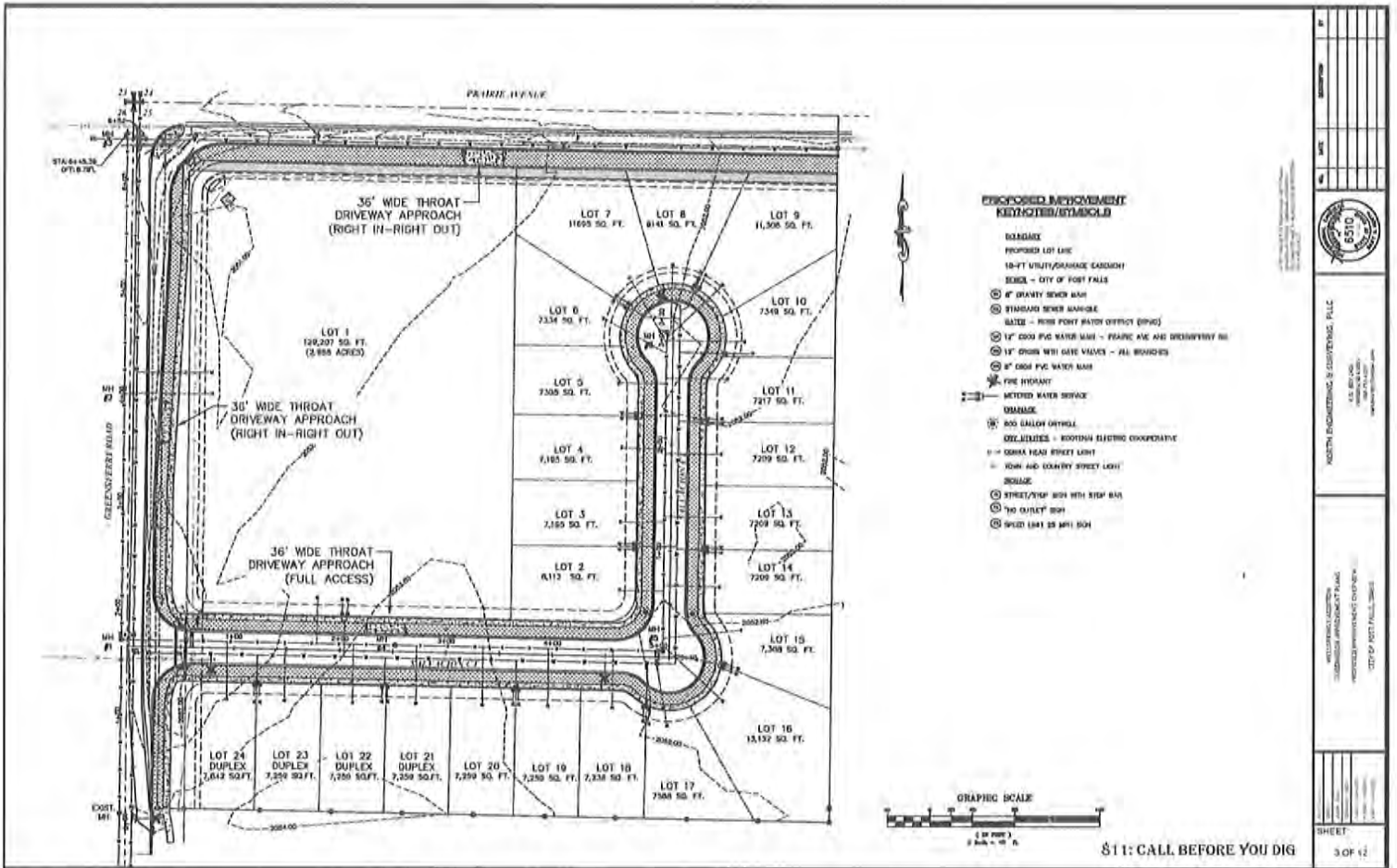
Future Land Use Designation  
 WELLSRING ANNEXATION  
 File # ANNX-0001-2022



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







NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
NO. _____	DATE _____
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NO. _____	DATE _____
NO. _____	DATE _____

8510

NORTH ENGINEERING & SURVEYING, PLLC  
 1111 W. WASHINGTON AVENUE  
 SUITE 200  
 FORT PALLS, WISCONSIN 53424  
 PH: 262.351.2200  
 FAX: 262.351.2201  
 WWW.NORTHENGINEERING.COM

PROFESSIONAL ENGINEER  
 COMMERCIAL AND RESIDENTIAL PLANS  
 PROFESSIONAL SURVEYOR  
 CITY OF FORT PALLS, WISCONSIN

SHEET: \_\_\_\_\_  
 3 OF 12

## Amber Blanchette

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**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Wednesday, April 6, 2022 9:07 AM  
**To:** Amber Blanchette  
**Subject:** RE: Wellsprings Annexation/Subdivision File no. ANNX-0001-2022/SUBD-0001-2022

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

Good Morning,

DEQ has no environmental impact comments at this stage of the project.

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.

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**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Tuesday, March 22, 2022 9:28 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah\_lopez@tracacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF

**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** April 8, 2022

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

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

**SUBJECT:** STAFF REPORT FOR THE APRIL 12, 2022 P&Z COMMISSION MEETING  
Morris Annexation Request – ANN-0013-2021

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**INTRODUCTION:**

Gordon Dobler of Dobler Engineering has requested on behalf of Harlan Douglas (Exhibit A-5) approval to annex approximately 12 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS). The Planning & Zoning Commission must conduct a public hearing and determine if the requested zone change meets the approval criteria contained in Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

**PROJECT INFORMATION:**

**Project Name / File Number:** Morris Annexation, File No. ANN-0013-2021

**Owner:** Harlan Douglas, 815 Rosewood Avenue, Spokane, WA 99208

**Applicant:** Gordon Dobler, Dobler Engineering, P.O. Box 3181, Hayden, ID 83835

**Project Description:** Annex approximately 12 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS)

**AREA CONTEXT:**

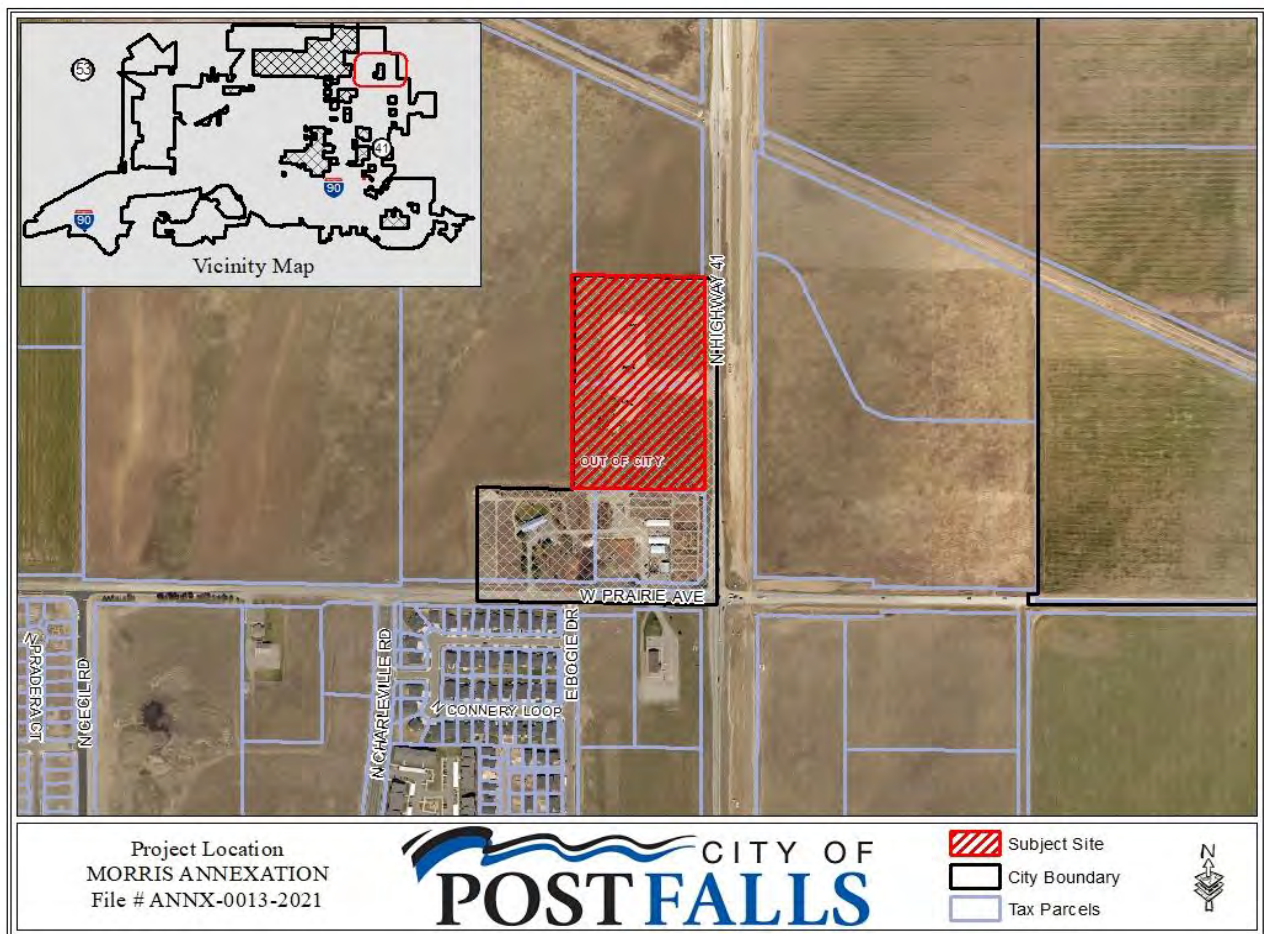
**Project Location:** Approximately 500' due north of Prairie Avenue along the west side of HWY 41. Generally, near the northwest corner of the Highway 41/Prairie Ave intersection.

**Water Provider:** Ross Point Water District

**Sewer Provider:** The City of Post Falls

**Surrounding Land Uses:** To the west and north is vacant Technology Mixed (TM) and other vacant Community Commercial Services (CCS) zoned undeveloped lands. To the east is vacant undeveloped Community Commercial Services (CCS) zoned lands. To the south is commercial nursery with a residence operating in Kootenai County.

**Area Context Map:**



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

**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.** The Future Land Use Map designated this property with the land use designation of **Business Commercial**, the following are the implementing zoning districts of this land use designation.

**Implementing Zoning Districts:** LC, CCS, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area

The Community Commercial Service (CCS) zoning district is an implementing zoning district outright.

The proposed Zone Change is in the 41 North Focus Area which states development trends along and adjacent to the HWY 41 Corridor have been commercial in nature. With the improvement along HWY 41, future growth should continue this development pattern. HWY 41's role as a major north/south corridor may spur continued 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 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.** The following Goals and Policies that may be relevant to this request are provided below, followed by staff comments.

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

Staff Comment: Creating a diverse community with a variety of different types of commercial activities assists creating live, work, play neighborhoods. The CCS zoning district states the following:

The Community Commercial Services (CCS): The CCS Zone supports uses that include retail sales or performance of consumer services and permits a variety of retail, professional, or service businesses, including some manufacturing, technical, or other professional uses. This zone is applied in areas primarily located near arterials and collector streets. Residential uses may be allowed within this zone at densities permitted by the High-Density Multi-Family Residential (R3) Zone by special use permit when they will not compromise present uses. Lot area and building bulk and placement requirements shall agree with the values set forth in section [18.20.040](#), "Official Bulk And Placement Regulations Table", of this title.

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

Staff Comment: Commercial Corridors may provide opportunities to create high-quality, affordable and efficient community services.

**Goal 3:** Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.

Whether newly-arrived or long-term, residents of Post Falls often cite the community's "small-town charm," its modest size, and its valley setting with open space prairie and the Spokane River as attractive features. Due to this, many of the goals, policies and programs contained in the Comprehensive Plan help retain the City's lower-scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; support the development of cultural features and activities; and direct land use decisions encouraging infill and thoughtful expansion.

Staff Comment:

Placing Community Commercial Services at this location may be an appropriate area for more intense commercial growth along the HWY 41 Principal Arterial.

Placing Community Commercial Services at this location may not be appropriate as it may be contrary to retaining the City's lower-scale, walkable, small-lot development patterns in the area.

If relevant, the Commission and Council must determine if the proposal maintains and improves the City's small-town scale, charm and aesthetic beauty.

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

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

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

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

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

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

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

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

**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 the review of 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 maintaining the community levels of service.

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

Staff Comment: Providing the opportunities for creating the variety of service, retail and office in the Community Commercial Services (CCS) such as this proposal may further the establishment of having residential housing near commercial uses to create sustainable and independent living communities. The interaction between these uses may increase their value and assist in contributing to the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed annexation is in the area that may provide amenities currently unavailable to existing and future residents in the vicinity.

- Promote compatible, well-designed development;

Staff Comment: As stated previously, providing the opportunities for creating the variety of service, retail and office in the Community Commercial Services (CCS) such as this proposal may further the establishment of having residential housing near commercial uses to create sustainable and independent living communities

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

Staff Comment: The proposed Zoning request is in the 41 North Focus Area. The development trends along and adjacent to the HWY 41 Corridor have been commercial in nature. With the improvement along HWY 41, future growth should continue this development pattern. HWY 41's role as a major north/south corridor may spur continued interest in commercial use development.

**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 the surrounding land uses;

Staff Comment: To the west and north is vacant Technology Mixed (TM) and other vacant Community Commercial Services (CCS) zoned undeveloped lands. To the east is vacant undeveloped Community Commercial Services (CCS) zoned lands. To the south is a

commercial nursery with a residence operating in Kootenai County.

- Infrastructure and service plans;

Staff Comment: Water is provided by the Ross Point Water District. Sanitary Sewer would be provided by the City of Post Falls. Sanitary sewer is not currently available to the site. The nearest connection point for the sanitary sewer is at the intersection of Prairie Avenue and Charleville Rd. The City of Post Falls has the capacity and is willing to serve the property at the requested zoning, subject to the limitations identified within the Development and Annexation Agreement related to the 12<sup>th</sup> Avenue Force Main Surcharge. Extensions of the City's sanitary sewer shall be in compliance with the current version of the Water Reclamation Master Plan.

- Existing and future traffic patterns;

Staff Comment: The requested zoning is consistent with the anticipated land uses and trip generations within the City's Transportation Master Plan. Further analysis can be found in the third review criteria in Section C of this report.

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

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

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

Staff Comment: The Community Commercial Services (CCS) zone is intended to accommodate commercial and possibly high-density residential development through a Special Use Permit being granted by the Planning and Zoning Commission. The proposal is located along the west side of HWY 41, which is a Principal Arterial. Development in the CCS zone provides an opportunity to provide residences in Post Falls to be situated within walking distance to commercial development and may provide suitably scaled daily needs services.

**Policy 4:** Encourage compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor and in neighborhood and regional centers.

Staff Comment: The Community Commercial Services (CCS) zone is intended to accommodate commercial and possibly high-density residential development through a Special Use Permit. compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor.

**Policy 5:** Encourage compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor and in neighborhood and regional centers.

Staff Comment: The CCS zone may provide this opportunity as vertical mixed-use and commercial uses are a permitted development pattern. Multi-family may be allowed, but only by review and approval by the Planning and Zoning Commission.

**Policy 7:** Encourage the development of off-corridor access and circulation for commercial and mixed-use areas abutting limited-access arterials.

Staff Comment: The CCS zone in this area may provide this opportunity.

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



Staff Comment: Redevelopment of this area would be considered infill and may be under-utilized. If relevant, the Commission and Council must determine whether the development is compatible and under-utilized.

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

- Surrounded by incorporated areas;

Staff Comment: This is true regarding this request

- That have readily available service infrastructure and capacity;

Staff Comment: An internal roadway system from the site to the future “backage road” system would need to be created and sanitary sewer extended to the property.

- That support increased development intensity near the urban core.

Staff Comment: At this point in time Post Falls is a Corridor Community. The Corridors are Seltice Way, Mullan Avenue, HWY 41, and I-90.

**Policy 26:** Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: The HWY 41 Construction project is installing a multi-use trail along the east side of that corridor and will not be installing it on the west side. The multi-use trail along the west side will be completed incrementally through private develop along this corridor.

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

Staff Comment: The multi-use trail along the west side will be completed incrementally through private develop along this corridor.

**Policy 67:** Promote linking greenbelts, trails and open space areas with related features and destinations throughout the region.

Staff Comment: The multi-use trail along the west side will be completed incrementally through private develop along this corridor. This multi-use trail will eventually connect into the Prairie Trail due north.

**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:** The proposed annexation area is adjacent to SH41 (Principal Arterial / State Highway). The requested zoning is in conformance with the anticipated land uses and trip generations within the City’s Transportation Master Plan. Annexation at the requested zoning is not anticipated to have any negative impacts to the City’s transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees. Removal of the existing access to SH41 will be required at such time that access can be provided from the site to the backage road system identified in the City’s Transportation Master Plan. The site would be subject to the access restrictions identified within the City’s Transportation Master Plan, SH41 Corridor Master Plan and KMPO Critical Arterial Corridor Policy.

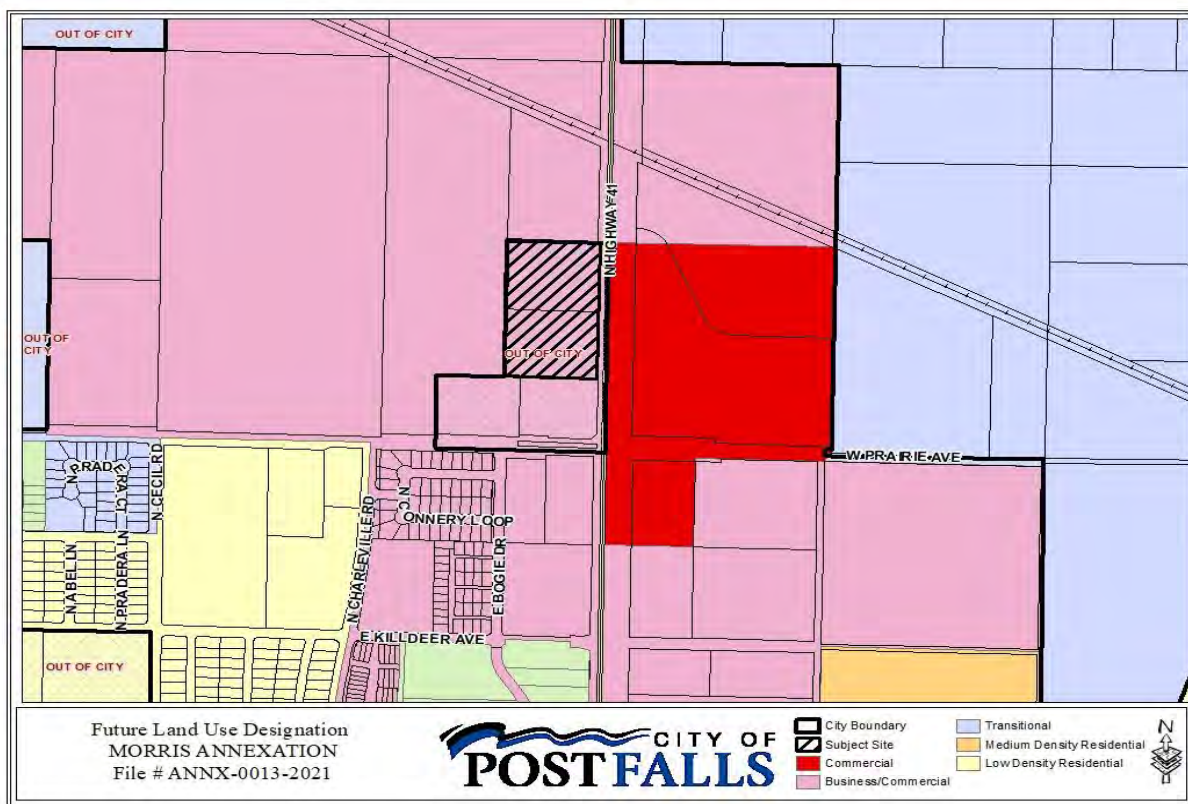
**Water and Sanitary Sewer:** Water is provided by the Ross Point Water District. Sanitary sewer would be provided by the City. The nearest connection point for sanitary sewer is at the intersection of Prairie Avenue / Charleville Road. The requested zoning is in conformance with the land use assumptions in the City’s Sanitary Sewer Master Plan. The City of Post Falls has the capacity and is willing to provide sanitary sewer service the property at the requested zoning, subject to the limitations identified within the Development and Annexation Agreement and associated with the 12<sup>th</sup> Avenue Force Main Surcharge Area.

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

To the west and north is vacant Technology Mixed (TM) and other vacant Community Commercial Services (CCS) zoned undeveloped lands. To the east is vacant undeveloped Community Commercial Services (CCS) zoned lands. To the south is commercial nursery with a residence operating in Kootenai County.

**Future Land Use Designation:**

Exhibit S-3: Future Land Use Map, depicts the land use designation for this area as Business/Commercial. The proposed CCS Zone is allowable per the direction of the HWY 41 Focus Area and the road classification of HWY 41 (Principal Arterial).



**Community Plans:** As previously stated this is within the HWY 41 Focus Area within the Post Falls Comprehensive Plan. The following is a link to the 2016 KMPO HWY 41 Corridor Plan:

[http://www.kmpo.net/wp-content/uploads/2018/09/Hwy41CorridorMasterPlanUpdateApproved-12-08-2016\\_FINAL.pdf](http://www.kmpo.net/wp-content/uploads/2018/09/Hwy41CorridorMasterPlanUpdateApproved-12-08-2016_FINAL.pdf)

**Geographic/Natural Features:**

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

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

Staff Comment: The proposed zone change is located along higher classified roadways. HW-41 is classified as a Principal Arterial. **Principal Arterials** are intended to serve as primary routes for travel between major urban centers. These function in a similar manner to Minor Arterials but generally carry higher traffic volumes from 12,000 to a maximum of 32,000 vehicles per day. Only three roadways are identified as Principal Arterials within Post Falls: Seltice Way, Prairie Avenue and ID-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 proposed zone change is located along higher classified roadways.

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

Staff Comment: Not Applicable as Industrial zoning isn't being requested.

**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

- **Kootenai County Fire and Rescue (Exhibit PA-1)** – Provides comments during the review process.
- **Post Falls Police Department (Exhibit PA-2)** – Remains neutral
- **Post Falls Highway District (Exhibit PA-3)** – Has no comments.
- **Idaho Department of Environmental Quality (Exhibit PA-4)** – Has no comments at this time.

**MOTION OPTIONS:** The Planning Commission must provide a recommendation of zoning to the City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

**ATTACHMENTS:**

**Applicant Exhibits:**

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal and Exhibit Map
Exhibit A-5	Authorization Letter
Exhibit A-6	Title Report
Exhibit A-8	Will Serve

**Staff Exhibits:**

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

**Testimony:**

Exhibit PA-1	KCFR Comments
Exhibit PA-2	PFPD Comments
Exhibit PA-3	PFHD Comments
Exhibit PA-4	DEQ Comments
Exhibit PC-1	Burns Comments



# ANNEXATION APPLICATION

Post Falls Comprehensive Plan

Public Services Department – Planning Division  
408 N. Spokane St. Post Falls, ID 83854  
208.773.8708 Fax: 208.773.2505

<b>STAFF USE ONLY</b>					
Date Submitted:	11-17-2021	Received by:	AB	File #	ANNX-0013-2021
Application Fee	3,000	Public Hearings:	\$600	Mailing \$6*	= 120

## PART 1 – Process of Completion and Public Hearing Schedule

- 1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.**
- 2. Each Completeness Review Period, will be reviewed within a 2-week period**
- 3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).**

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

## PART 1/A – REQUIRED MATERIAL

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

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

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

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

## PART 2 – APPLICATION INFORMATION

<b>PROPERTY OWNER:</b> Harlan Douglas		
<b>MAILING ADDRESS:</b> 815 Rosewood Ave		
<b>CITY:</b> Spokane	<b>STATE:</b> WA	<b>ZIP:</b> 99208
<b>PHONE:</b>	<b>FAX:</b>	<b>EMAIL:</b>
<b>APPLICANT OR CONSULTANT:</b> Dobler Engineering		<b>STATUS:</b> <b>ENGINEER</b> OTHER
<b>MAILING ADDRESS:</b> PO Box 3181		
<b>CITY:</b> Hayden	<b>STATE:</b> Id	<b>ZIP:</b> 83835
<b>PHONE:</b> 208 755-9732	<b>FAX:</b>	<b>EMAIL:</b> gordon@doblerengineering.com

### **SITE INFORMATION:**

<b>PROPERTY GENERAL LOCATION OR ADDRESS:</b> SW corner of Hwy 41 & Stone Ave		
<b>PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE):</b> See Attached		
<b>TAX PARCEL #:</b> 51N05W249000 51N05W249850	<b>EXISTING ZONING:</b> Agriculture	<b>ADJACENT ZONING:</b> CCS
	<b>CURRENT LAND USE:</b> Residential	<b>ADJACENT LAND USE:</b> Residential
<b>DESCRIPTION OF PROJECT/REASON FOR REQUEST:</b>		
Annex 12.0 ac into the City with a zoning request of Community Commercial Services (CCS)		

## PART 3 – CERTIFICATION

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

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

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

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

DATED THIS 14 DAY OF February 2022

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*Gordon Doble*

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**PART 4 – COMPLETED BY CITY STAFF**

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

## **Retail Center Annexation Narrative**

### **INTRODUCTION:**

J-U-B ENGINEERS, Inc, on behalf of GVD Commercial Properties, Inc. (GVD) and H. Douglas is respectfully requesting annexation of approximately 12 acres with a Community Commercial Services (CCS) zoning district for property north of Prairie Avenue. The request is in accordance with the Highway 41 Corridor Plan, Comprehensive Plan, adjacent City Zoning, and Land Use. 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:** Morris Annexation

**Owner:** H. Douglas

**Applicant:** GVD COMMERCIAL PROPERTIES INC

**Project Description:** Annex approximately 12 acres from Kootenai County into the City with a zoning request of Community Commercial Services (CCS).

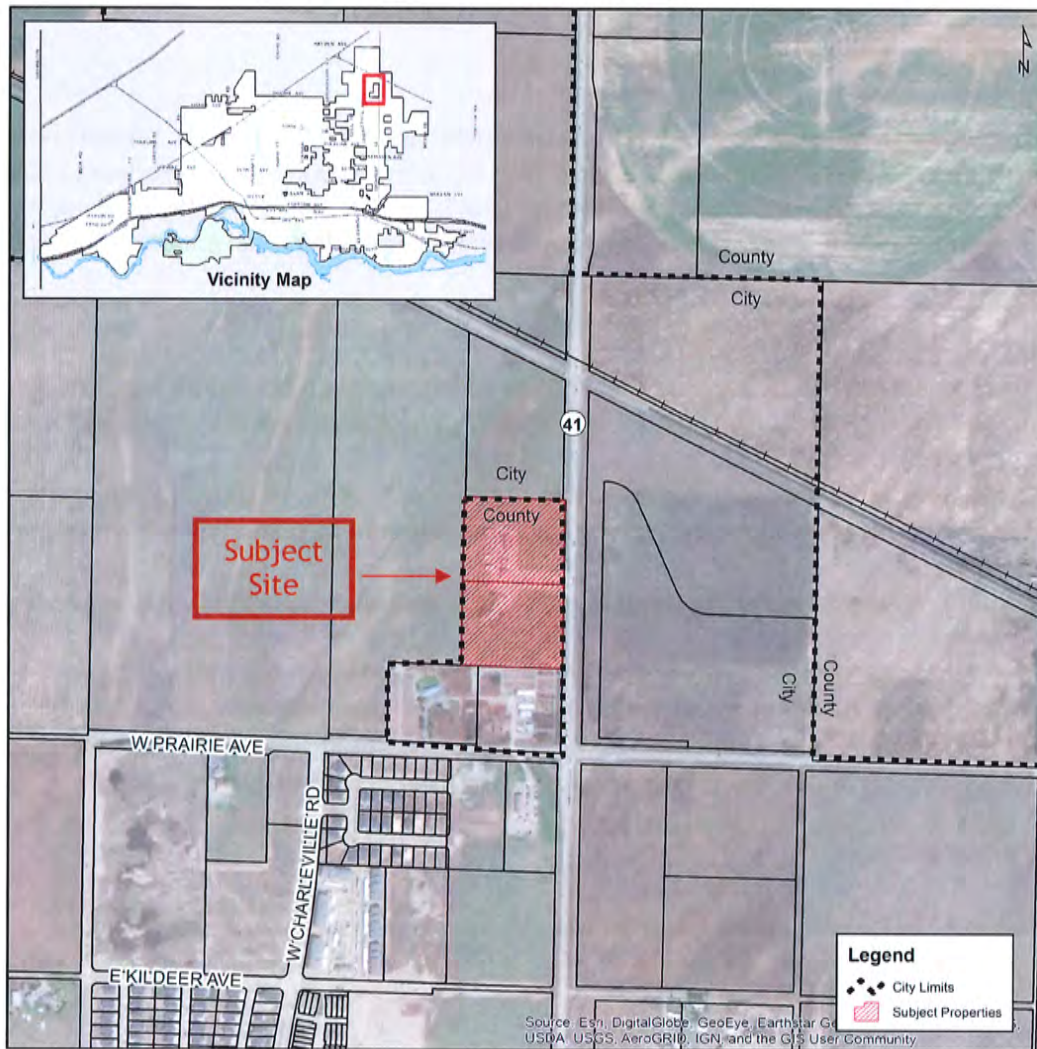
**Project Location:** The property is located near the northwest corner of the intersection of W. Prairie Ave. and HWY 41.

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

**Surrounding Land Uses:** To the south there is a nursery. The east, north, and west is undeveloped land planned for commercial (Shopping Center and Tech Park), which is an annexed with the property immediately adjacent to the 12 acres at issue here being zoned CCS.



### Area Context Vicinity Map:



SEE FOLLOWING IMAGES:

### EVALUATION OF ZONING APPROVAL CRITERIA

The following section provides the applicant analysis to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code section 18.16.010 and 18.20.100 are cited within the following 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 in the Comprehensive Plan depicts the land use designation for these properties as Business/Commercial. This land use designation supports Community Commercial Services (CCS) development.

**B. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.** Goal and Policies (listed by policy number) that are relevant to this annexation are shown below.

**Goal:**

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

**Policy:**

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service;  
*With additional commercially zoned properties along HWY 41, commercial development opportunities will increase. This will create additional opportunities for increased transit service and other services for this corridor.*
- Foster the long-term fiscal health of the community;  
*Removing a County "island" that has existing city services in the immediate area will create additional development opportunities without a large water/sewer expansion project.*
- Maintain and enhance resident quality of life;  
*Increasing commercial development opportunities on the northern edge of city limits will create additional options for those residences who may not want to travel into the urban core of the city for Community Commercial Services.*
- Promote compatible, well-designed development;  
*These properties are currently outside of city limits and within Kootenai County jurisdiction. This creates a County "island" and reduces compatibility with adjacent properties.*
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.  
*This analysis within this report addresses this policy point.*

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;  
*The Future Land Use Map in the Comprehensive Plan depicts the land use designation for these properties as Business/Commercial. This land use designation supports Community Commercial Services (CCS) development.*
- Compatibility with surrounding land uses;  
*Properties along HWY 41 and north of W Prairie Ave are designated CCS. The proposed CCS zoning would increase compatibility in the project area.*
- Infrastructure and service plans;

*Water and Sewer services are existing within the project area and could be extended up HWY 41.*

- Existing and future traffic patterns;  
*Development along HWY 41 will benefit the surrounding areas by keeping traffic off of the Collector and Arterial Roadways.*
- 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.*

[P.05] Direct the location of commercial shopping centers to areas near arterial intersections and high-traffic areas.

*This rezone will create commercial opportunities near HWY 41 and a major arterial, W Prairie Ave, north of Post Falls.*

[P.09] Encourage annexation of County “islands” within the City, with priority given to areas:

- Surrounded by incorporated areas;  
*This area is completely surrounded by incorporated areas and would increase compatibility with adjacent properties.*
- That have readily-available service infrastructure and capacity;  
*Services are not readily available, but are within the project vicinity and may be extended.*
- That support increased development intensity near the urban core.  
*Not applicable.*

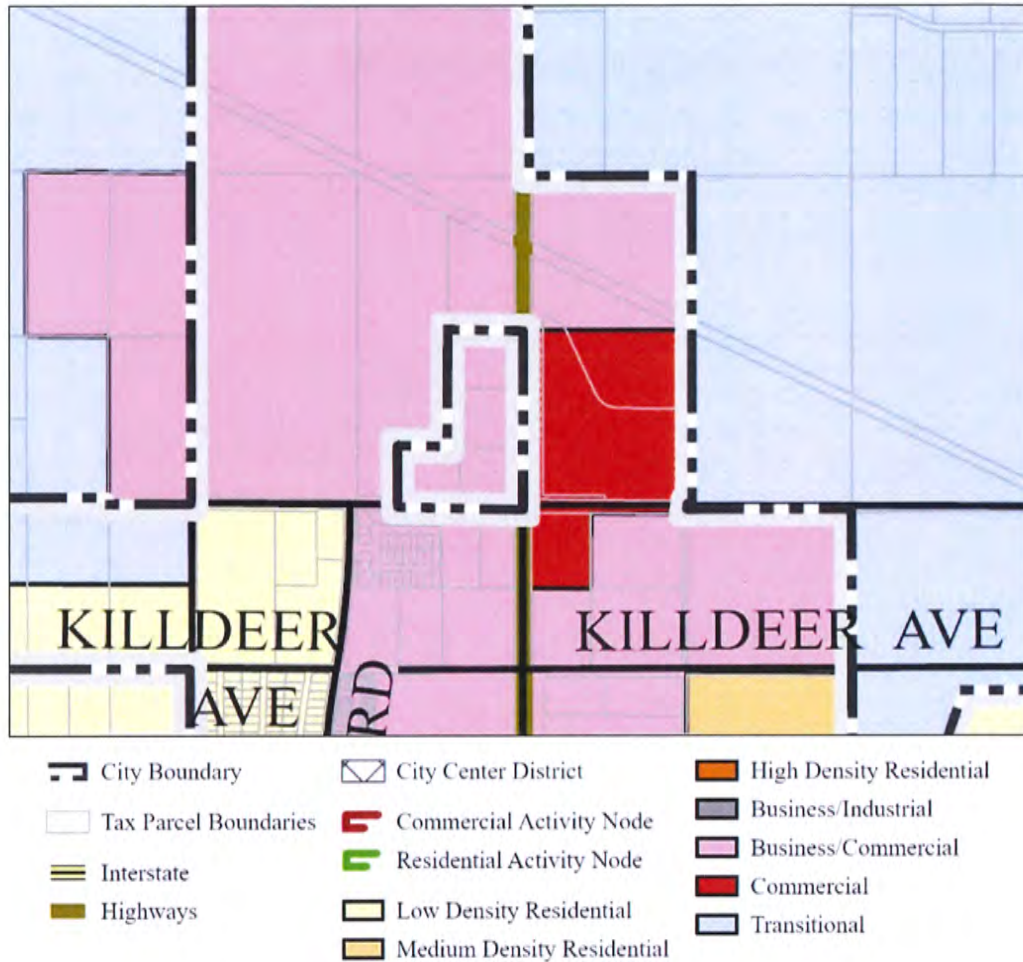
**C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.**

**Streets/Traffic:** The property will be served by the soon to be reconstructed Highway 41, Prairie and Hayden Avenue.

**Water and Sanitary Sewer:** With approval of this rezone, Ross Point Water District will provide water service. Sanitary sewer service will be provided by the City of Post Falls.

**Compatibility with Existing Development and Future Uses:** In review of compatibility to existing development and future uses, this was addressed previously within Section B of this Report.

**Future Land Use Designation:** The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial in pink (See following map), therefore the proposed zone change would be consistent with this land use designation as it is an allowable implementing zoning district within the Business/Commercial land use designation.



**Community Plans:** None.

**Geographic/Natural Features:** The site contains no geographic or other natural features that would affect development of the site.

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

The proposed zoning request has nearly 0.2 miles of frontage along HWY 41, which provides a direct connection to a high capacity roadway.

**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.**

The proposed zoning request fronts HWY 41.

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

Not applicable.

**OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS**



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

## EXHIBIT A

### LEGAL DESCRIPTION OF THE ANNEXATION BOUNDARY TO THE CITY OF POST FALLS

November 16, 2021

That portion of the SE1/4 of Section 24, Township 51 North, Range 5 West, B.M., Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 24; (from which the E1/4 corner of said Section 24 bears North 01°01'59" East a distance of 2,640.05 feet);

thence North 01°01'59" East along the east line of the SE1/4 of said Section 24 also being the existing Post Falls city limits, a distance of 466.73 feet, more or less;

thence North 88°00'04" West along said existing Post Falls city limits, a distance of 49.68 feet, more or less, to the POINT OF BEGINNING;

thence North 88°00'04" West continuing along said existing Post Falls city limits, a distance of 561.06 feet, more or less;

thence North 01°01'59" East, a distance of 933.44 feet, more or less;

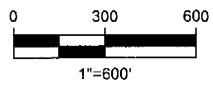
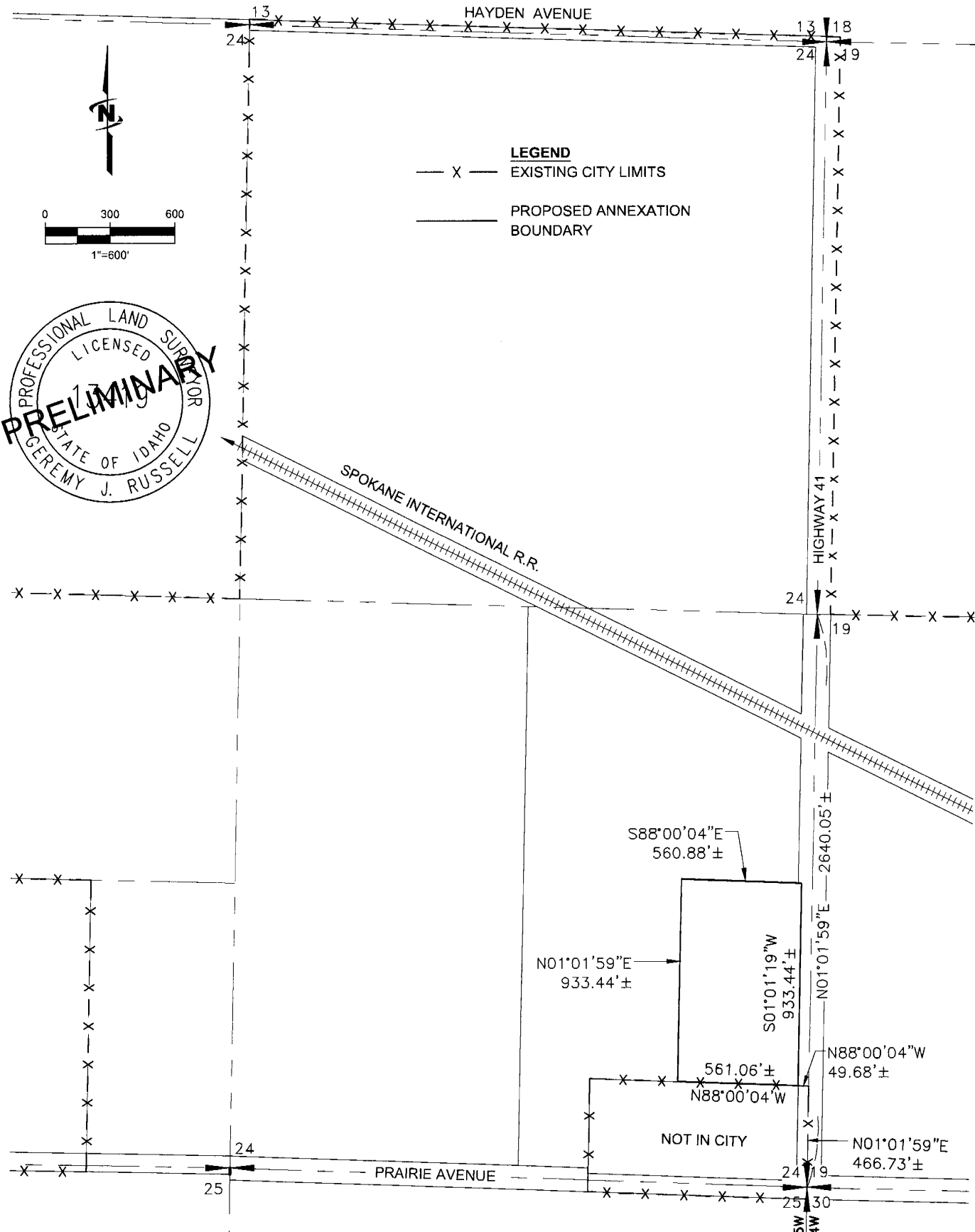
thence South 88°00'04" East, a distance of 560.88 feet, more or less, to the westerly right-of-way line of State Highway 41;

thence South 01°01'19" West along said westerly right-of-way line, a distance of 933.44 feet, more or less, to the to the POINT OF BEGINNING.

Gross Area: 12.02 acres, more or less



Plot Date: 1/16/2021 \\CDAFILES\PUBLIC\PROJECTS\JUB\20-18-019 BEYOND GREEN INC\CAD\SURVEY\INW TECH PARK\MODEL\2021\_ANNEXATION EX.DWG



**LEGEND**  
 - X - EXISTING CITY LIMITS  
 ——— PROPOSED ANNEXATION BOUNDARY



CITY OF POST FALLS  
 ANNEXATION ORDINANCE NO. \_\_\_\_\_  
 PORTION OF THE SE1/4 OF SEC. 24, T 51N, R 5W, B.M.  
 KOOTENAI COUNTY, IDAHO

LETTER OF AUTHORIZATION

We, Harlan Douglass, hereby authorize Dobler Engineering to submit an annexation application on our behalf to the City of Post Falls for our +/- 12 acre property located west of Highway 41 between Prairie Avenue and Hayden Avenue.

02/14/2022

Date

Harlan D. Douglass

By: Deanna N. Malcolm A.I.F.

Signature

Harlan D. Douglass

By: Deanna N. Malcolm A.I.F.

Printed Name, Title



**CHICAGO TITLE INSURANCE COMPANY**

Commitment No.: 415164  
2nd Report

**SCHEDULE A**

Escrow Officer: -  
Title Officer: Nikki Droll - nikkid@kootenaititle.com

1. Commitment Date: November 5, 2021 at 05:00 PM

2. Policy to be issued:

a. Owner's Policy (MINIMUM REPORT)	Amount:	\$0.00
Proposed Insured:	Premium:	\$220.00
	<b>Total:</b>	<b>\$220.00</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:

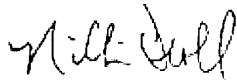
**Harlan D. Douglass, an unmarried man**

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO


**CHICAGO TITLE INSURANCE COMPANY**

Chicago Title Insurance Company



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



By: 

ATTEST



President

Secretary

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**CHICAGO 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:  
8309 & 8289 N. Highway 41  
Post Falls, ID 83854

Note 3: This report is based on a search of our tract indexes of the County records. No Liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Note 4: 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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## SCHEDULE B

(Continued)

### SCHEDULE B, PART II Exceptions

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

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
  2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  3. Easements, or claims of easements, not shown by the Public Records.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) 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) :  
1st Installment: \$1,333.42, payable  
2nd Installment: \$1,333.41, payable  
Parcel No.: 51N05W249850 (Parcel 1)  
AIN No.: 182202  
  
1st Installment: \$697.00, payable  
2nd Installment: \$696.99, payable

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## SCHEDULE B

(Continued)

Parcel No.: 51N05W249000 (Parcel 2)

AIN No.: 187082

8. Assessments of Ross Point Water District.
  
9. An easement and/or negative easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: State of Idaho  
Purpose: 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. Relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway. Construction or relocation of right of way fencing shall be by and at the sole expense of the State, and grantors further agree that no advertising or other signs will be permitted closer than 100 feet from the right of way line.  
Recorded: March 26, 1952  
Instrument No.: Book 149 of Deeds at Page 517, records of Kootenai County, Idaho.
  
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Kootenai Electric Cooperative, Inc.  
Purpose: Electric transmission and/or distribution line or system  
Recorded: May 20, 1992  
Instrument No.: 1260086, records of Kootenai County, Idaho.
  
11. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown on Record of Survey recorded September 17, 1992 in Book 11 of Surveys at Page 198, 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. Highway 41 right of way and the location thereof
  - C. Unknown matter, presumed to be a fence line, along the southern boundary line of Parcel 2 of the Land
  
12. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown on Record of Survey recorded July 22, 1993 in Book 13 of Surveys at Page 118, 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.

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**SCHEDULE B**  
(Continued)

- B. Highway 41 right of way and the location thereof
  - C. Unknown matter, presumed to be a fence line, along the southern boundary line of Parcel 2 of the Land
  - D. Lot line adjustment
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document Granted to: Kootenai Electric Cooperative, Inc.  
Purpose: Electric transmission and/or distribution line or system  
Recorded: October 28, 1993  
Instrument No.: 1326582, records of Kootenai County, Idaho.
14. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown on Record of Survey recorded January 18, 2019 in Book 30 of Surveys at Page 397, 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. Highway 41 right of way and the location thereof

**END OF SCHEDULE B**

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**CHICAGO TITLE INSURANCE COMPANY**  
**SCHEDULE C**

The Land is described as follows:

**PARCEL 1:**

A tract of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24;

Thence, along the South line of Section 24, North 88°44'37" West, a distance of 50.01 feet to the West line of Highway 41;

Thence, parallel with the East line of Section 24 and along the West right-of-way line of Highway 41, North 00°17'26" East, a distance of 466.72 feet to a found iron rod and cap marking the POINT OF BEGINNING;

Thence, parallel with the South line of Section 24, North 88°44'37" West, a distance of 466.72 feet to a found iron rod and cap;

Thence, parallel with the East line of Section 24, North 00°17'26" East, a distance of 466.72 feet to a set iron rod and cap;

Thence, parallel with the South line of Section 24, South 88°44'37" East, a distance of 466.72 feet to a set iron rod and cap on the West right-of-way line of Highway 41;

Thence, parallel with the East line of Section 24 and along the West right-of-way line of Highway 41, South 00°17'26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

TOGETHER WITH the South Half of a strip of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24;

Thence, North 88°44'37" West, a distance of 516.73 feet to a point;

Thence, North 00°17'26" East, a distance of 466.72 feet to a found 5/8 inch iron rod and cap marking the POINT OF BEGINNING;

Thence, North 88°44'37" West, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, North 00°17'26" East, a distance of 933.44 feet to a set 5/8 inch iron rod and cap;

Thence, South 88°44'37" East, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, South 00°17'26" West, a distance of 933.44 feet to the POINT OF BEGINNING.

Said parcel also being described of record as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24;

Thence, North 88°44'37" West, a distance of 516.73 feet to a point;

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## SCHEDULE C

(Continued)

Thence, North 00°17'26" East, a distance of 466.72 feet to a found 5/8 inch iron rod and cap marking the POINT OF BEGINNING;

Thence, North 88°44'37" West, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, North 00°17'26" East, a distance of 466.72 feet to a set 5/8 inch iron rod and cap;

Thence, South 88°44'37" East, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, South 00°17'26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

### PARCEL 2:

A tract of land located in the Southeast quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

Commencing at a found railroad spike marking the Southeast corner of Section 24;

Thence, along the South line of Section 24, North 88°44'37" West, a distance of 50.01 feet to the West line of Highway 41;

Thence, parallel with the East line of Section 24 and along the West right of way line of Highway 41, North 00°17'26" East, a distance of 933.44 feet to a found iron rod and cap marking the POINT OF BEGINNING;

Thence, parallel with the South line of Section 24, North 88°44'37" West, a distance of 466.72 feet to a found iron rod and cap;

Thence, parallel with the East line of Section 24, North 00°17'26" East, a distance of 466.72 feet to a set iron rod and cap;

Thence, parallel with the South line of Section 24, South 88°44'37" East, a distance of 466.72 feet to a set iron rod and cap on the West right of way line of Highway 41;

Thence, parallel with the East line of Section 24 and along the West right of way line of Highway 41, South 00°17'26" West, a distance of 466.72 feet to the POINT OF BEGINNING.

TOGETHER WITH the North Half of a strip of land located in the Southeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and being described by metes and bounds as follows:

COMMENCING at a found railroad spike marking the Southeast corner of Section 24;

Thence, North 88°44'37" West, a distance of 516.73 feet to a point;

Thence, North 00°17'26" East, a distance of 466.72 feet to a found 5/8 inch iron rod and cap marking the POINT OF BEGINNING;

Thence, North 88°44'37" West, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, North 00°17'26" East, a distance of 933.44 feet to a set 5/8 inch iron rod and cap;

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**SCHEDULE C**  
(Continued)

Thence, South 88°44'37" East, a distance of 94.01 feet to a set 5/8 inch iron rod and cap;

Thence, South 00°17'26" West, a distance of 933.44 feet to the POINT OF BEGINNING.

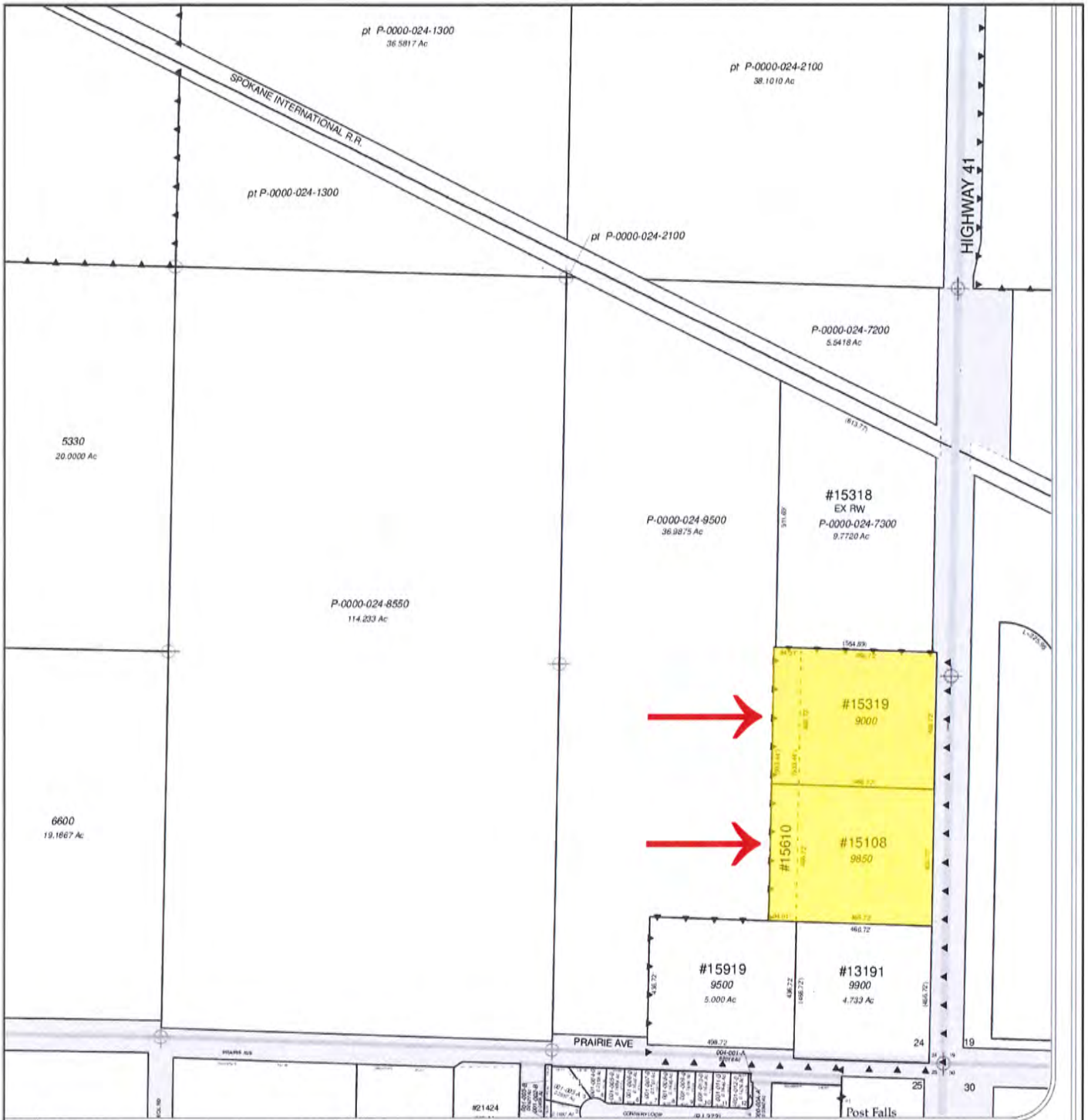
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### Sec. 24 Twp 51 N. R. 5 W. B. M.

**KT KOOTENAI TITLE**  
 MAKE A REQUEST FOR THE BEST  
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 51N05W249850  
 8289 N Highway 41  
 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.

# ROSS POINT WATER DISTRICT

November 23, 2021

REC'D  
NOV 29 2021  
HARLAN B. DOUGLASS

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

RE: GVD-MORRIS ANNEXATION

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 GVD-Morris Annexation, conditioned upon the developer completing off-site improvements, if any.

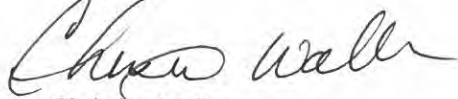
Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.

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

If you have any questions regarding this matter please call.

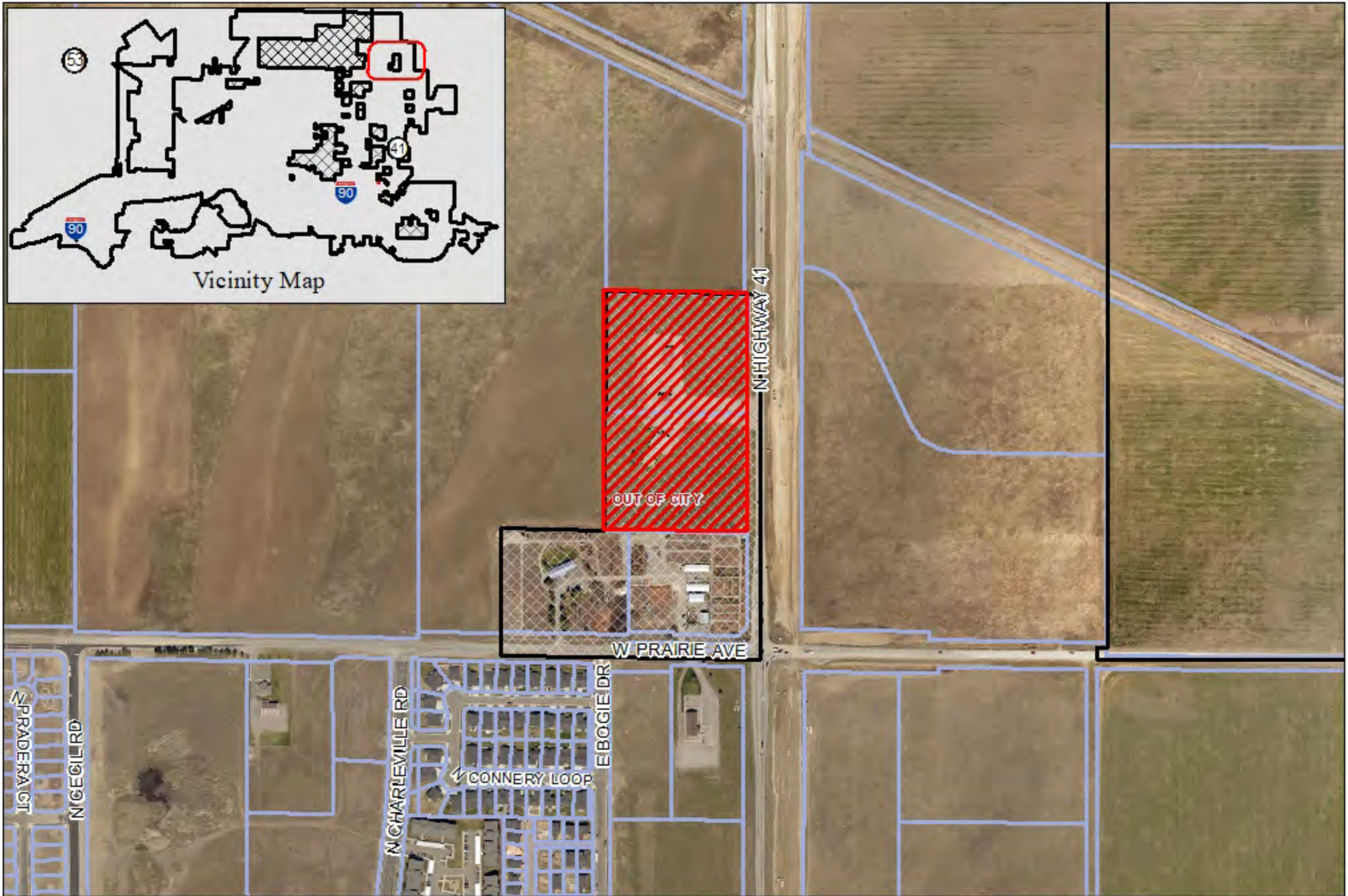
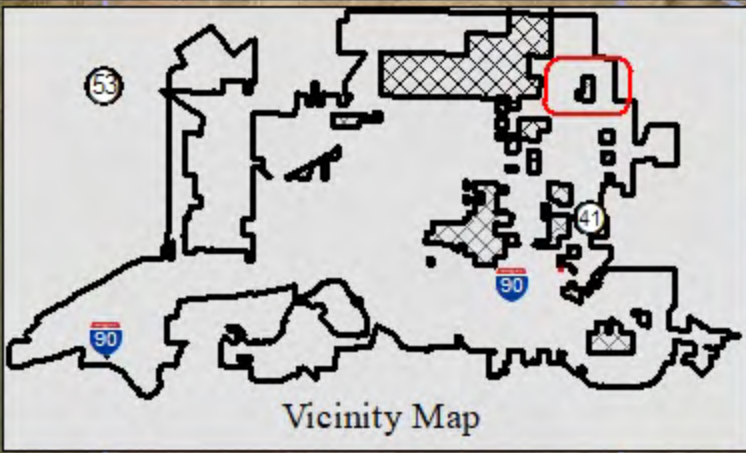
Sincerely,



Christine Waller  
Ross Point Water District




Cc: Ray Kimball, Whipple Consulting Engineers, Inc.  
Idaho Department of Quality  
Panhandle Health District  
Harlan B. Douglas, Douglas Properties



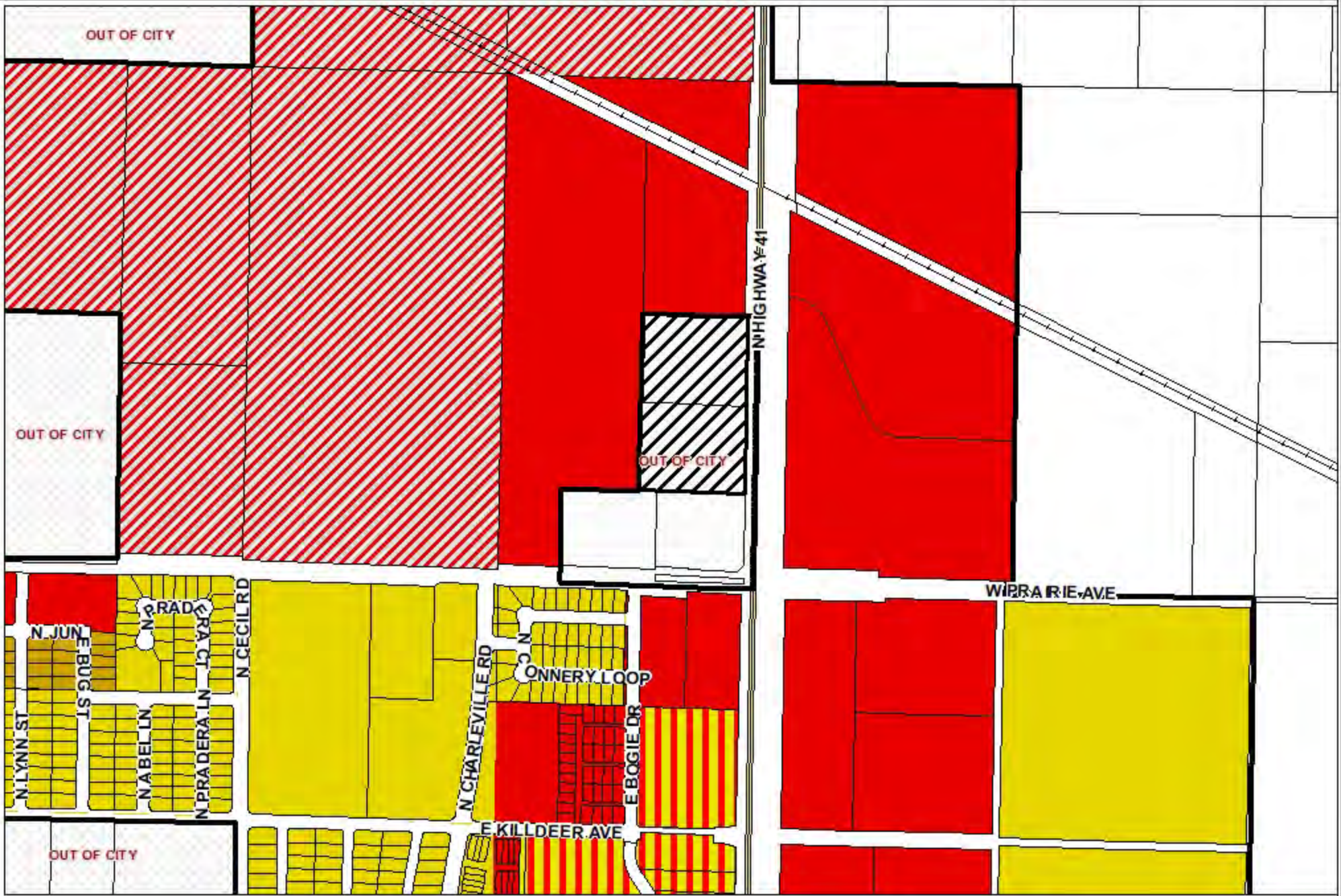


Project Location  
 MORRIS ANNEXATION  
 File # ANNX-0013-2021










-  Subject Site
-  City Boundary
-  Tax Parcels



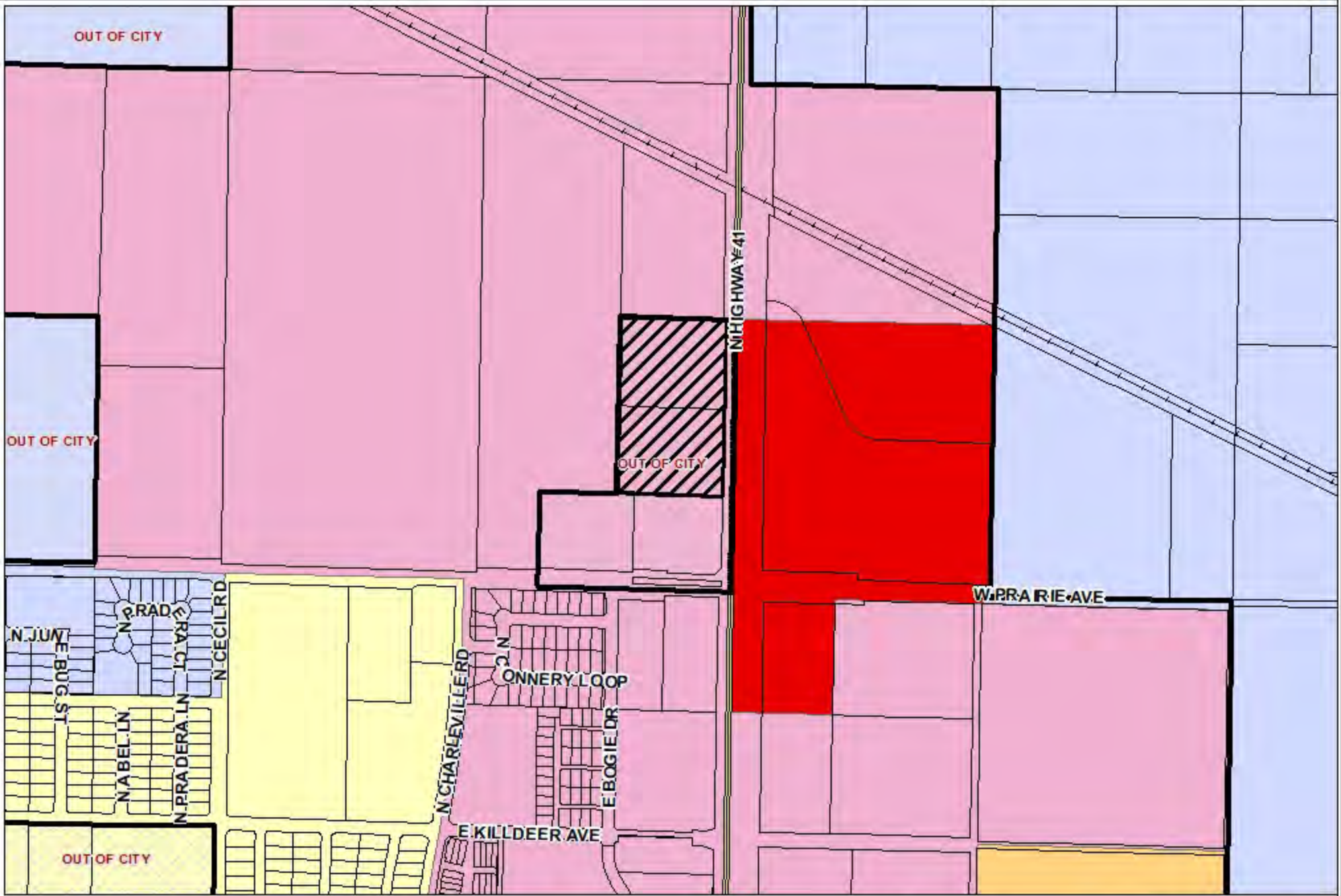


Zoning Map  
 MORRIS ANNEXATION  
 File # ANNX-0013-2021



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





Future Land Use Designation  
 MORRIS ANNEXATION  
 File # ANNX-0013-2021



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

Exhibit S-3



# DEVELOPMENT AND ANNEXATION AGREEMENT

## Morris Annexation (File No. ANNX-0013-2021)

THIS AGREEMENT is made this 21 day of Feb, 2022 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Harlan D. Douglass**, an unmarried man, with his principal place of residence at 815 Rosewood Ave., Spokane, WA 99208.

WHEREAS, Harlan D. Douglass, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located west of Highway 41 and north of Prairie Avenue and is more particularly described in Exhibit "A".

### ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.
- 2.5. Street Access to the Property: Owner agrees that at the time street access to the Property can be obtained from the west via the planned backage road system identified in the City’s Transportation Master Plan, Owner will remove the current access point onto State Highway 41 and install matching curb, gutter, and other site improvements consistent with the requirements of the City of Post Falls and Idaho Transportation Department along Highway 41. Additionally, Owner agrees to comply with all access restrictions contained in the City’s Transportation Master Plan, the Highway 41 Corridor Master Plan and KMPO Critical Arterial Corridor Policy.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain temporary water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the public water supply system agreeing to provide water service to the Property, in form acceptable to the grantee, all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity from the City, the owner will disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the expansion, progression, or continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.2.2. Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12<sup>th</sup> Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for the basin to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout within the sewer basin, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The



surcharge is currently established at \$2,918.73 per service unit for the 12<sup>th</sup> Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structures that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

- 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the 12<sup>th</sup> Avenue Force Main Surcharge is based on the need to construct a force main, as contemplated by Section 3.2.2, from the 12<sup>th</sup> Avenue Lift Station to the Water Reclamation Facility prior to flows in the Caton Line reaching 2.1 cubic feet per second or the flow rate entering the 12<sup>th</sup> Avenue lift station reaching 650 gallons per minute, whichever occurs first. Owner agrees that if the 12<sup>th</sup> Avenue Force main has not been constructed by the time that the first of these conditions have been reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12<sup>th</sup> Avenue Force Main has been constructed and accepted by the City. Owner waives any and all claims it may have, or acquire, against the City or its officers, employees, or agents arising in any way from the City withholding development permits or approvals as contemplated by this Section 3.2.3.
- 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 Sewer Mains: The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along the SH41 rights-of-way for utilities, sidewalks, and storm drainage.

#### ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services,

police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. Sanitary Sewer Surcharges: Additionally, the Owner acknowledges and agrees to pay all required fees and charges associated with the 12<sup>th</sup> Ave. Surcharge as contemplated in Section 3.2.2. Fees are assessed at the time of connection to the City's Water Reclamation System.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

#### ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is

challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

**CITY OF POST FALLS**

**HARLAN D. DOUGLASS**

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

*Harlan D. Douglass*  
By: *By: D.N. Mal A.I.F.*  
**Harlan D. Douglass**

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

*By: Deanna M. Malcom  
Attorney in Fact for  
Harlan D. Douglass*

**ACKNOWLEDGEMENTS**

STATE OF IDAHO                     )  
  : ss  
County of Kootenai                )

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

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

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

STATE OF WASHINGTON )

: ss

County of Spokane )

On this 21<sup>st</sup> day of February, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Deanna N. Malcom, to me known to be the individual described in and who executed the foregoing instrument for himself and as Power of Attorney, for Harlan D. Douglass, also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Harlan D. Douglass, and Harlan D. Douglass is still living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Jeanine Patterson

NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane  
My commission expires: June 11, 2024





J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

## EXHIBIT A

### LEGAL DESCRIPTION OF THE ANNEXATION BOUNDARY TO THE CITY OF POST FALLS

November 16, 2021

That portion of the SE1/4 of Section 24, Township 51 North, Range 5 West, B.M., Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 24; (from which the E1/4 corner of said Section 24 bears North 01°01'59" East a distance of 2,640.05 feet);

thence North 01°01'59" East along the east line of the SE1/4 of said Section 24 also being the existing Post Falls city limits, a distance of 466.73 feet, more or less;

thence North 88°00'04" West along said existing Post Falls city limits, a distance of 49.68 feet, more or less, to the POINT OF BEGINNING;

thence North 88°00'04" West continuing along said existing Post Falls city limits, a distance of 561.06 feet, more or less;

thence North 01°01'59" East, a distance of 933.44 feet, more or less;

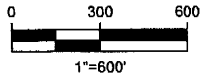
thence South 88°00'04" East, a distance of 560.88 feet, more or less, to the westerly right-of-way line of State Highway 41;

thence South 01°01'19" West along said westerly right-of-way line, a distance of 933.44 feet, more or less, to the to the POINT OF BEGINNING.

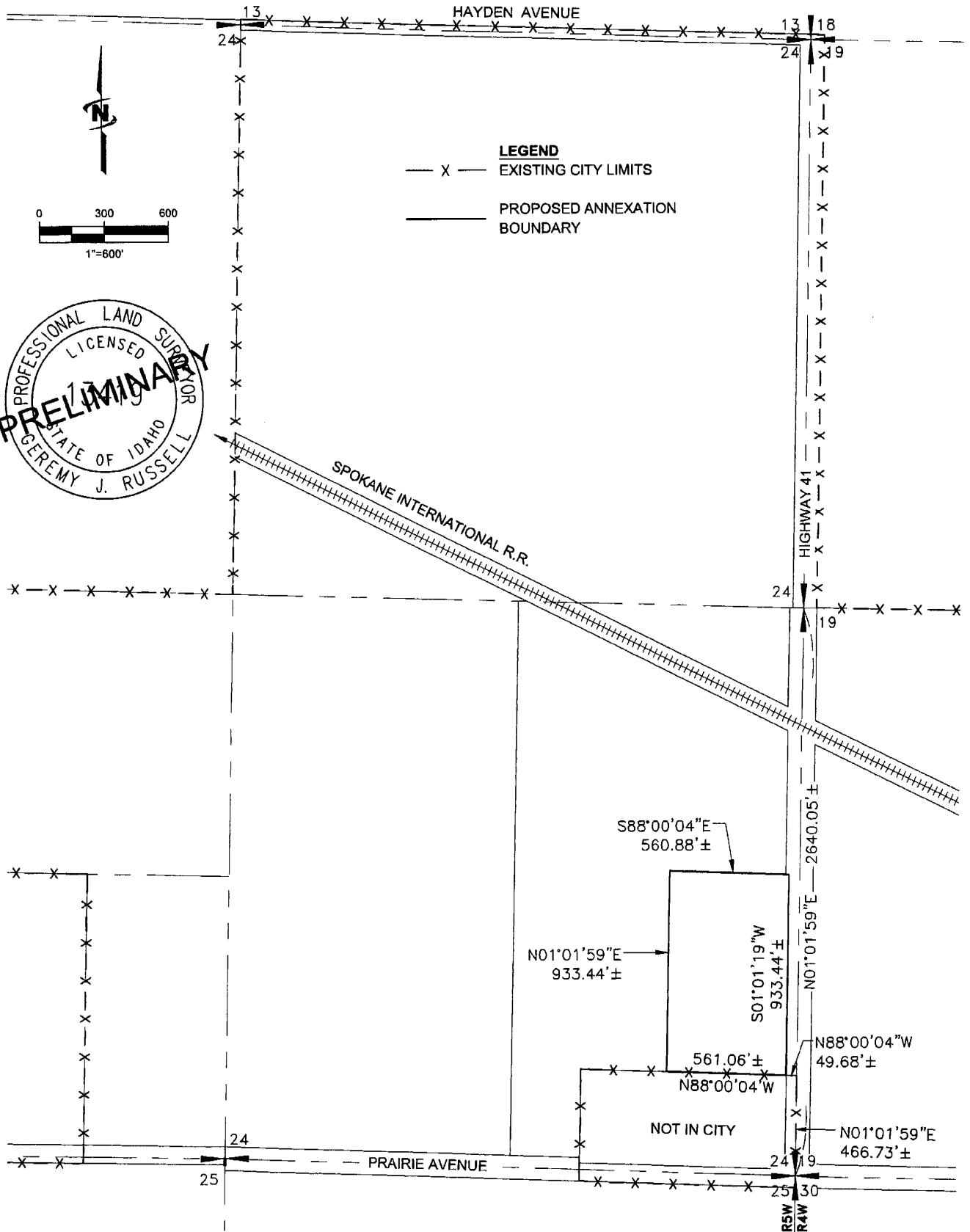
Gross Area: 12.02 acres, more or less



Plot Date: 11/16/2021 \\CDAFILES\PUBLIC\PROJECTS\JUB\20-18-019 BEYOND GREEN INC\CAD\SURVEY\INW TECH PARK\MODEL\2021\_ANNEXATION EX.DWG



**LEGEND**  
 - X - EXISTING CITY LIMITS  
 ——— PROPOSED ANNEXATION BOUNDARY



J-U-B ENGINEERS, INC.

CITY OF POST FALLS  
ANNEXATION ORDINANCE NO. \_\_\_\_\_

PORTION OF THE SE1/4 OF SEC. 24, T 51N, R 5W, B.M.  
KOOTENAI COUNTY, IDAHO

# 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

March 22, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

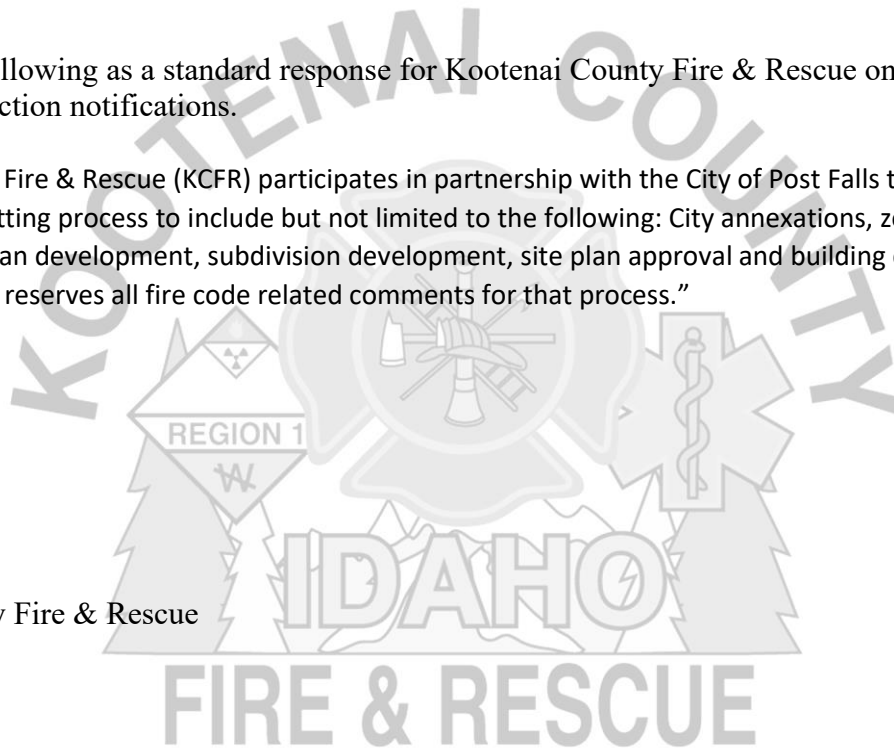
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II  
Kootenai County Fire & Rescue  
Division Chief  
Fire Marshal







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

March 23<sup>rd</sup>, 2022

Amber Blanchette  
Planning Administrative Specialist  
[amberb@postfallsidaho.org](mailto:amberb@postfallsidaho.org)

Re: Morris Annexation File No. ANNX-0013-2021

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl  
Captain  
Post Falls Police Department

## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Tuesday, April 5, 2022 12:10 PM  
**To:** Amber Blanchette  
**Subject:** RE: Morris Annexation File No. ANNX-0013-2021

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

PFHD has no comment

Thank you

Jonie Anderson  
Administrative Assistant 1  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



---

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Tuesday, March 22, 2022 9:06 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric

## Amber Blanchette

---

**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Wednesday, April 6, 2022 9:05 AM  
**To:** Amber Blanchette  
**Subject:** RE: Morris Annexation File No. ANNX-0013-2021

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,

DEQ has no environmental impact comments at this stage of the project.

Thank you,  
Kristie

**Kristie May | Admin Assistant II**  
Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Direct: 208.666.4608  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

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

---

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Tuesday, March 22, 2022 9:06 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF

Howard Burns  
502 S Rocky Pt Ct  
Post Falls, ID 83854  
208-457-3890

April 4, 2022

To the Planning Commissioners and City Council Members of Post Falls:  
Sent electronically via email

Some Thoughts on the Morris Annexation, 12 acres just north of the Northeast corner of Prairie and Hwy 41.

The question for me is whether the residents of Post Falls plus the Planning Commission & City Council get a full picture of what is being requested and what is in process in and around the property. At the risk of being called a 'nay-sayer', I'd ask for the City to NOT annex the property in at this time. It is premature and potentially damaging to what the Tech Park might (should?) become as it could have a detrimental influence on future development.

If the annexation must be granted (there is no reason that I know of where this would be so),  
Condition the project to:

Prohibit Rental dwelling units of all types. Residential 'for sale' housing might be acceptable but it should be required to have Conditions, Covenants and Restrictions (CC&R's) that prohibit renting of any unit by an owner until they have lived in it as their principal residence for not less than two (2) years as this might help to alleviate the acquisition of units by large corporate entities that are buying up the housing stock and keeping home ownership beyond the reach of many.

Allow cross easement(s) to property on the north, west and south to contribute a holistic development.

Restrict the property from being added to the adjacent URD. That should not be allowed, there is enough tax-benefitted land now.

Of course, my original point stands: Don't annex the property into the City now.

As it seems to me some information has left out of the provided reports I have attached a rather lengthy compilation of data I came across in my research.

Sincerely,

*Howard W. Burns*

+ 9 page Attachment:

**From Howard Burns, 9 page Attachment to letter of April 4, 2022 on Morris Annexation**

First, the Staff Report, in my opinion, seems to be lacking items that might, if known, alter or affect a decision. Let's consider some of them:

There is no definitive statement on just how many apartments could be built if the zoning of CCS is granted. By my calculations there could be: 12 acres = 43,560sf x 12= 522,720sf, subtract 25% for roads, sidewalks, etc. (generic) = 392,040 sf. Using the Bulk table, at the required 'minimum lot per dwelling unit of 2000 sf' for the "TH" designation, there could be 196 units, yet using the 18 per acre calculation there could be 216, **with no City Council hearing needed (note Bluegrass Apts mentioned further on).**

The development information in the area is ignored. The paragraph from the report states:

**Surrounding Land Uses:** To the west and north is vacant Technology Mixed (TM) and other vacant Community Commercial Services (CCS) zoned undeveloped lands. To the east is vacant undeveloped Community Commercial Services (CCS) zoned lands. To the south is commercial nursery with a residence operating in Kootenai County.

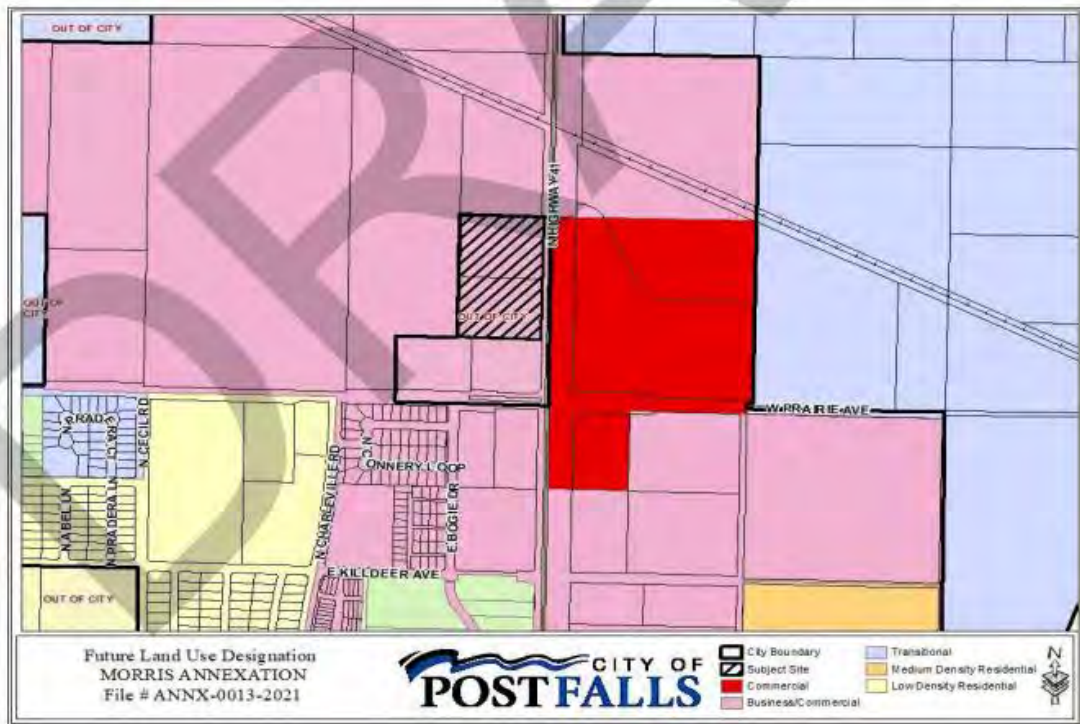
While that statement is correct at this moment, why isn't the paragraph written something like this?

To the west and north is the vacant land area planned for the "Post Falls Technology Park" with the applicable Urban Renewal Zone (URD). There is a lengthy report on this URD available through the Post Falls URD web site, [www.pfura.com](http://www.pfura.com), <http://pfura.com/our-districts/post-falls-technology>, and one of the possible site plans is attached here as Exhibit \_\_\_\_\_. Of course it is just a concept plan but it was used by the URD in analyzing the financial benefits of the URD. To the east across Hwy 41, is a 50 acre property, also part of the URD, that is, per the News media and the Real Estate Community, going to be a shopping center with apartments (a possible site plan is provided as Exhibit \_\_\_\_\_) Since the ownership of the 50 acre property to the east has not applied for any building permits at this *time (IS THIS CORRECT? If building permits have been applied for then certainly it would have been in the staff report?)* we cannot be certain that the project will be built. Directly south of the property is the "Northland Nursery", a retail plant nursery that is also a "County Island". *{This is my personal opinion of how this paragraph might be re-written, and I have included a paste in this document of the URD site plan and the shopping center site plan in this attachment. I note that NOTHING in the URD feasibility discusses OR contemplates RESIDENTIAL}*

The Future land use designation Exhibit 5-3 in the Staff Report, pasted below for ease of reference, shows that the Land Use is Business commercial NOT "Commercial", it is not shown in Red and therefore the uses allowed were, at least at the time the Future Land Use was considered, DIFFERENT in some significant manner from CCS. Why is there no discussion of the difference (purple vs red)

**Future Land Use Designation:**

Exhibit S-3: Future Land Use Map, depicts the land use designation for this area as Business/Commercial. The proposed CCS Zone is allowable per the direction of the HWY 41 Focus Area and the road classification of HWY 41 (Principal Arterial).



Another item that is not discussed is that the property owner, Harlan Douglass, Douglass Properties, has multiple (15+) large apartment complexes in Spokane. Apartment ownership seems to be one of the main businesses he is in. Why is the ownership's primary business acumen/efforts not discussed or at least a link provided? In addition, Lanzce Douglass, son of Harlan Douglass, is in the midst of finishing construction on 300+ apartments at 4185 East Poleline, the newly named "Bluegrass" apartments. These were constructed on CCS land and there were, to my knowledge, **no hearings of any kind**. The residents of Foxtail were VERY surprised when construction commenced on a massive apartment complex adjacent to them. These are not what I'd refer to as "affordable" apartments, here is the rent schedule from the website:

**1 Bedroom, 1 Bathroom**                      \$1,950  
1 BED • 1 BATH

**2 Bedrooms, 2 Bathrooms**                      \$2,250  
2 BEDS • 2 BATHS

**3 Bedrooms, 2 Bathrooms**                      \$2,295  
3 BEDS • 2 BATHS

Harlan Douglass from 2019 news article. To show that he does not necessarily develop apartments:

‘During his 60-plus years as a developer, Douglass has assembled a real estate empire that includes owning, constructing, and leasing over 250 commercial buildings, about 2,000 apartment units, and several self-storage complexes across seven states’.

Link to article <https://www.spokanejournal.com/local-news/icons-harlan-douglass-constructing-a-path-to-success/>

The applicant’s application states that Harlan Douglass is the Property Owner (recently acquiring the property via a purchase) and that he is represented by Dobler Engineering. Yet later on in the application there is a statement that the applicant is not ‘just’ Harlan Douglass but also GVD Commercial Properties and that JUB Engineering is somehow also affiliated with the application. See pastes below for ease of reference.

**PART 2 – APPLICATION INFORMATION**

<b>PROPERTY OWNER:</b> Harlan Douglas		
<b>MAILING ADDRESS:</b> 815 Rosewood Ave		
<b>CITY:</b> Spokane	<b>STATE:</b> WA	<b>ZIP:</b> 99208
<b>PHONE:</b>	<b>FAX:</b>	<b>EMAIL:</b>
<b>APPLICANT OR CONSULTANT:</b> Dobler Engineering		<b>STATUS:</b> ENGINEER OTHER
<b>MAILING ADDRESS:</b> PO Box 3181		
<b>CITY:</b> Hayden	<b>STATE:</b> Id	<b>ZIP:</b> 83835
<b>PHONE:</b> 208 755-9732	<b>FAX:</b>	<b>EMAIL:</b> gordon@doblerengineering.com

**INTRODUCTION:**

J-U-B ENGINEERS, Inc, on behalf of GVD Commercial Properties, Inc. (GVD) and H. Douglas is respectfully requesting annexation of approximately 12 acres with a Community Commercial Services (CCS) zoning district for property north of Prairie Avenue. The request is in accordance with the Highway 41 Corridor Plan, Comprehensive Plan, adjacent City Zoning, and Land Use. The approval criteria for establishing zoning are:

**PROJECT INFORMATION:**

**Project Name / File Number:** Morris Annexation

**Owner:** H. Douglas

**Applicant:** GVD COMMERCIAL PROPERTIES INC

**Project Description:** Annex approximately 12 acres from Kootenai County into the City with a zoning request of Community Commercial Services (CCS).

**Project Location:** The property is located near the northwest corner of the intersection of W. Prairie Ave. and HWY 41.

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

**Surrounding Land Uses:** To the south there is a nursery. The east, north, and west is undeveloped land planned for commercial (Shopping Center and Tech Park), which is an annexed with the property immediately adjacent to the 12 acres at issue here being zoned CCS.

---

MORE on the URD "PLAN" LINK to URD DOCUMENT: <http://pfura.com/wp-content/uploads/2018/10/PF-Technology-District-Plan-submitted-to-State.pdf>



## **SECTION 3**

### **PROPOSED DEVELOPMENT ACTIONS**

#### **a. General**

The Project Area has been determined to be a Competitively Disadvantaged Border Community Area within a Deteriorated/Deteriorating area and as such adopts the following purposes and major goals for this Plan:

- To stimulate the development of a High Tech Industrial Park in the northeast portion of the City of Post Falls;
- To enhance this potential site for commercial development and expansion;
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District;
- To enhance and improve transportation routes and collector streets within the District to enhance future development;
- To strengthen the District and enhance related commercial development and support within the Project Area; and
- To provide commercial and recreational facilities for the residents of Post Falls and visitors.

#### **h. Owner Participation Agreements**

The Owner Participation Agreement (OPA) is a legal document that forms a Public/Private partnership between the Urban Renewal Agency and one or more private developers within an Urban Renewal District. OPAs are used by the URA when entering into an agreement with a private developer for a specific project or public improvement within an Urban Renewal District. The URA may enter into OPAs with several developers within a District or require multiple participants to enter into separate agreements between themselves and the URA regarding the use, reimbursement priority and percentages of reimbursement available from tax increment generated by new development within a District.

The Agency's form OPAs are included as Appendix H and Appendix I. The OPAs require the participant to own or control real estate within the boundaries of the Urban Renewal District and construct specific public infrastructure improvements as set forth in this Plan and as approved by the City of Post Falls. The proponent must pay for the improvements and they must be dedicated to and accepted by the city of Post Falls.

In the OPA, the URA agrees to reimburse specific costs for public infrastructure improvements, once completed and dedicated to the City, by allocating all or a portion of the increase in tax increment accruing from new development to such reimbursement. Infrastructure costs must be documented and reviewed by a third-party engineering firm employed by the URA prior to payment.

The URA's commitment to reimburse a proponent's cost for public infrastructure improvements is entirely contingent on the amount of tax increment generated within the District and expires upon the maturity of the District. Within the OPA, the URA sets the percentage of costs that may be reimbursed from tax increment, based on the type of new development (industrial, technical, commercial and residential). These percentages may range from 100% to 25% with higher percentages allocated to development which supports job growth and economic development.

=====

**b. Designated Land Uses of the Comprehensive Plan**

The Urban Renewal District land uses are consistent with the Future Land Use Map of the Post Falls Comprehensive Plan. If the necessary resources are available, the Urban Renewal Agency will assist any project that desires support, but that project must be consistent with this Urban Renewal Plan and the Comprehensive Plan of the City. The following is a list of the land uses in the Urban Renewal Plan as they are described in the Comprehensive Plan. All proposed uses must comply with the appropriate land use designation in which it will be located.

**(1) Regional/Community Commercial/Office/Industrial/Manufacturing/Technology**

The Commercial designation is found in most of the Project Area along Highway 41. The function of this designation is to provide regional, local and tourist needs in readily accessible locations. Compatible land uses within the Project Area are to be consistent with the Future Land Use Map of the Comprehensive Plan and the applied zoning district. The intent is to create a mixture of office, retail, service commercial uses and technology as well as other supporting development to compliment this objective. For the sake of brevity and clarification, this designation will be referred to as the "Technology Mixed District" in this document, as the intent is to create a sustainable mixed-use development area (horizontal or vertical) for job creation, commerce, and connecting neighborhoods.

=====

**(4) Nonconforming uses**

Uses which do not conform to the Post Falls Technology District Urban Renewal Plan and/or the City of Post Falls Comprehensive Plan and/or zoning district are not eligible for support or assistance from the Urban Renewal Agency.

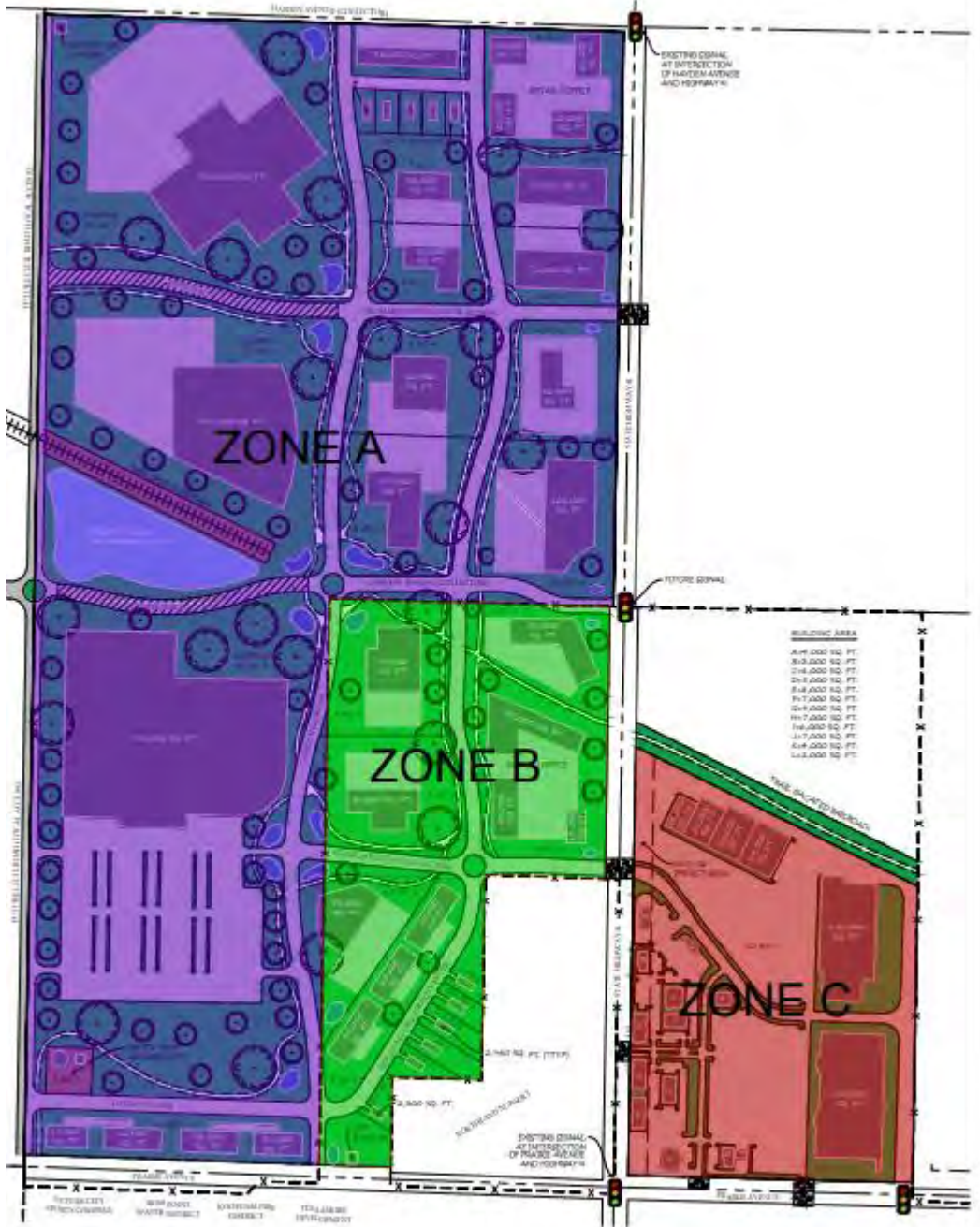
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**Future Development**

Projections for future development in the proposed district are shown in the table below. Any of the proposed zones can be developed at any time. Project cost estimates for the Inland Northwest Technology Park were provided by JUB Engineers (see Appendix A for more detail). For assessment purposes, infrastructure improvements were distributed evenly amongst each building. Only high-level plans were provided for other planned developments in the area with no project cost estimates. This analysis does not include any other developments that may arise from the remaining properties situated in the district.

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**INLAND NORTHWEST TECHNOLOGY PARK**  
 (TECHNOLOGICAL MANUFACTURING DATA STORAGE, AEROSPACE, RESEARCH, ETC.)



**ENGINEER'S OPINION OF PROBABLE COST**

**PRELIMINARY**

<b>PROJECT:</b> ZONE B - Inland Northwest Technology Park - CCS Zone	<b>DATE:</b> July 2018
<b>PROJECT DESCRIPTION:</b> Construction Cost Estimates for proposed buildings.	
<b>CLIENT:</b>	<b>PREPARED BY:</b> ETH

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
	<b>Pad Sites (up to 10K SF)</b>				
	2,300 SQ. FT.	2,300	SF	\$ 200	\$ 460,000
	2,940 SQ. FT.	2,940	SF	\$ 200	\$ 588,000
	2,940 SQ. FT.	2,940	SF	\$ 200	\$ 588,000
	2,940 SQ. FT.	2,940	SF	\$ 200	\$ 588,000
	2,940 SQ. FT.	2,940	SF	\$ 200	\$ 588,000
	2,940 SQ. FT.	2,940	SF	\$ 200	\$ 588,000
	<b>Mid-size Buildings (10K - 50K SF)</b>				
	13,000 SQ. FT.	13,000	SF	\$ 150	\$ 1,950,000
	25,200 SQ. FT.	25,000	SF	\$ 150	\$ 3,750,000
	30,000 SQ. FT.	30,000	SF	\$ 150	\$ 4,500,000
	30,000 SQ. FT.	30,000	SF	\$ 150	\$ 4,500,000
	33,000 SQ. FT.	33,000	SF	\$ 150	\$ 4,950,000
	50,000 SQ. FT.	50,000	SF	\$ 150	\$ 7,500,000
	<b>Large Buildings (50K - 100K SF)</b>				
	58,000 SQ. FT.	58,000	SF	\$ 125	\$ 7,250,000
	58,000 SQ. FT.	58,000	SF	\$ 125	\$ 7,250,000
	68,000 SQ. FT.	68,000	SF	\$ 125	\$ 8,500,000
	70,000 SQ. FT.	70,000	SF	\$ 125	\$ 8,750,000

<b>SUBTOTAL</b>	<b>\$ 62,300,000</b>
Construction Contingency (20%):	\$ 12,460,000

**TOTAL PROBABLE COST (2018 DOLLARS) \$ 74,760,000**

**OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s) methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry. CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein. CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

Site plan of NEC Prairie and Hwy 41, taken from NAI Black real estate web site on 4-2-2022 so believed current.



**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** April 8, 2022  
**TO:** POST FALLS PLANNING AND ZONING COMMISSION  
**FROM:** ETHAN PORTER, ASSOCIATE PLANNER, [eporter@postfallsidaho.org](mailto:eporter@postfallsidaho.org), 208-457-3353  
**SUBJECT:** STAFF REPORT FOR THE APRIL 12, 2022, P&Z COMMISSION MEETING  
STONE' THROW SUBDIVISION FILE NO. SUBD-0006-2022

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**PROJECT NAME/FILE NUMBER:** Stone's Throw Subdivision/File No. SUBD-0006-2022

**OWNERS:** Northern Lights Development, LLC, 179 E Wilbur Ave., Coeur d'Alene, ID 83815

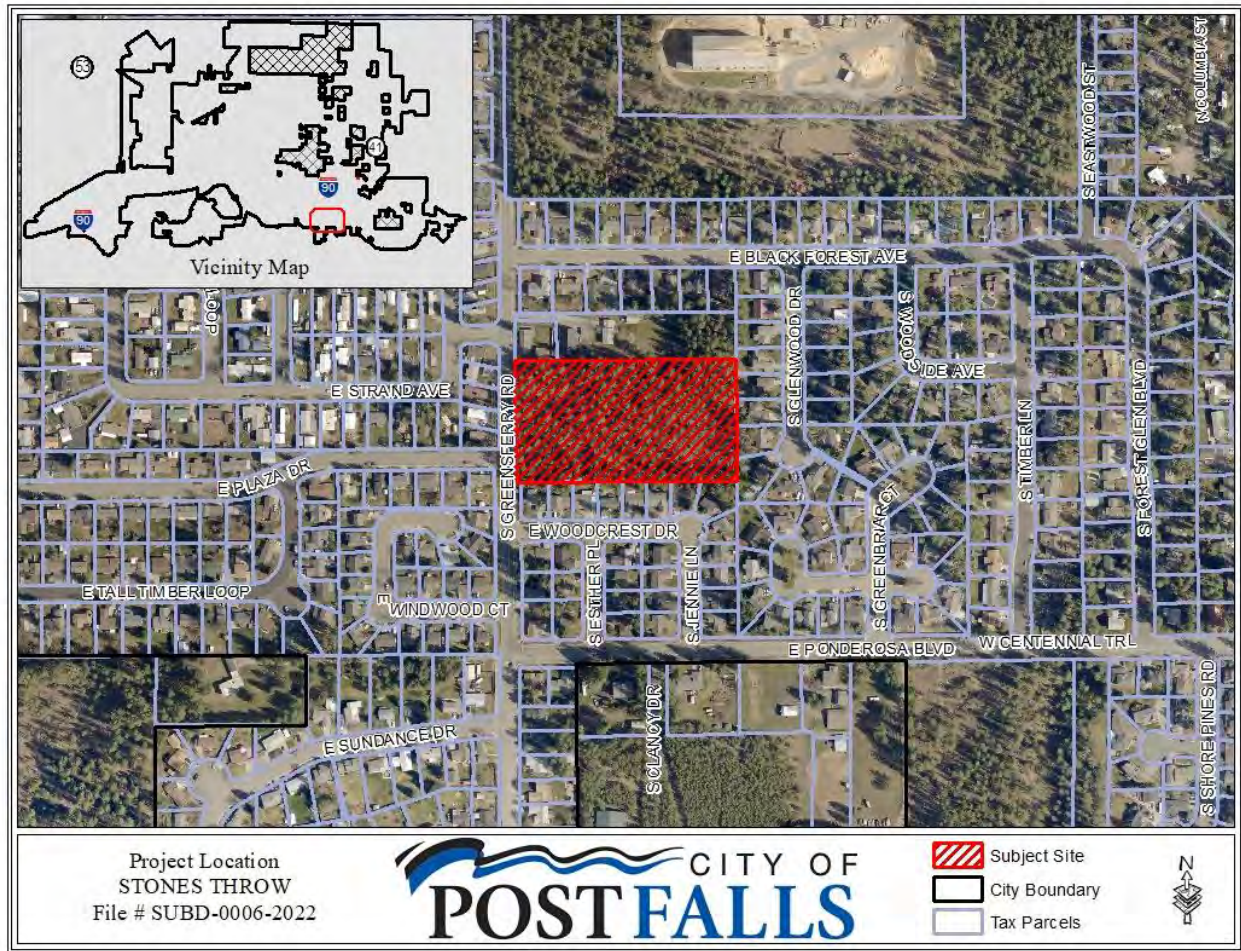
**APPLICANT:** Lake City Engineering, Inc., 126 E Poplar Ave., Coeur d' Alene, ID 83814

**PROJECT DESCRIPTION:** The applicant has requested to subdivide approximately 5.08 acres into 17 lots within the Single-Family Residential (R-1) zoning designation.

**REQUESTED ACTION:** The Planning & Zoning Commission is being asked to review and approve the proposed subdivision determining that it meets the requirements of the Post Falls Municipal Code (PFMC).

**PROJECT LOCATION:** The property is generally located on the east side of Greensferry Rd. between Black Forest Ave. and Woodcrest Dr. See vicinity map on the following page.

**Vicinity Map:**



**PARCEL INFORMATION:**

Property Size: 5.08 acres

Current Land Use: Single family residence

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

Proposed Land Use: The proposed subdivision will serve a single-family residential housing development

Surrounding Land Use: The land uses surrounding the subject site include single-family residential subdivisions within the City of Post Falls.

Surrounding Zoning Districts: Primarily R-1 zoning surrounds the subject site. To the east there is Residential Mobile Home Park (RMHP) zoning.

Water Provider: City of Post Falls

Sewer: City of Post Falls

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

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

Staff's Response: Water service to the project would be provided by the City of Post Falls.

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The conceptual layout of the sanitary sewer system as proposed shows the ability to be served and shall be designed and constructed to City Standards. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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

Staff's Response: The subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards. Due to the existing developments surrounding the site, additional connectivity is not practical; as such, a cul-de-sac (as proposed) is acceptable and will not have a negative impact on the local transportation system. The internal roadway shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan. Greensferry Road is classified as a Minor Arterial Roadway. The 10-foot dedication of rights-of-way, as proposed, is acceptable due to the constructed environment and rights-of-way location to the north and south of the site.

Roadways, storm drainage management, roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards with final design and construction.

The City will be responsible for plowing and maintenance of the public roadways. Adjacent property owners will be responsible for maintenance of sidewalks, including snow removal, irrigation and maintenance of roadside swales and street trees. A Homeowners Association shall be responsible for maintenance of the Greensferry Road frontage (including irrigation of swales, street trees, landscaping, and the sidewalks (including snow removal)

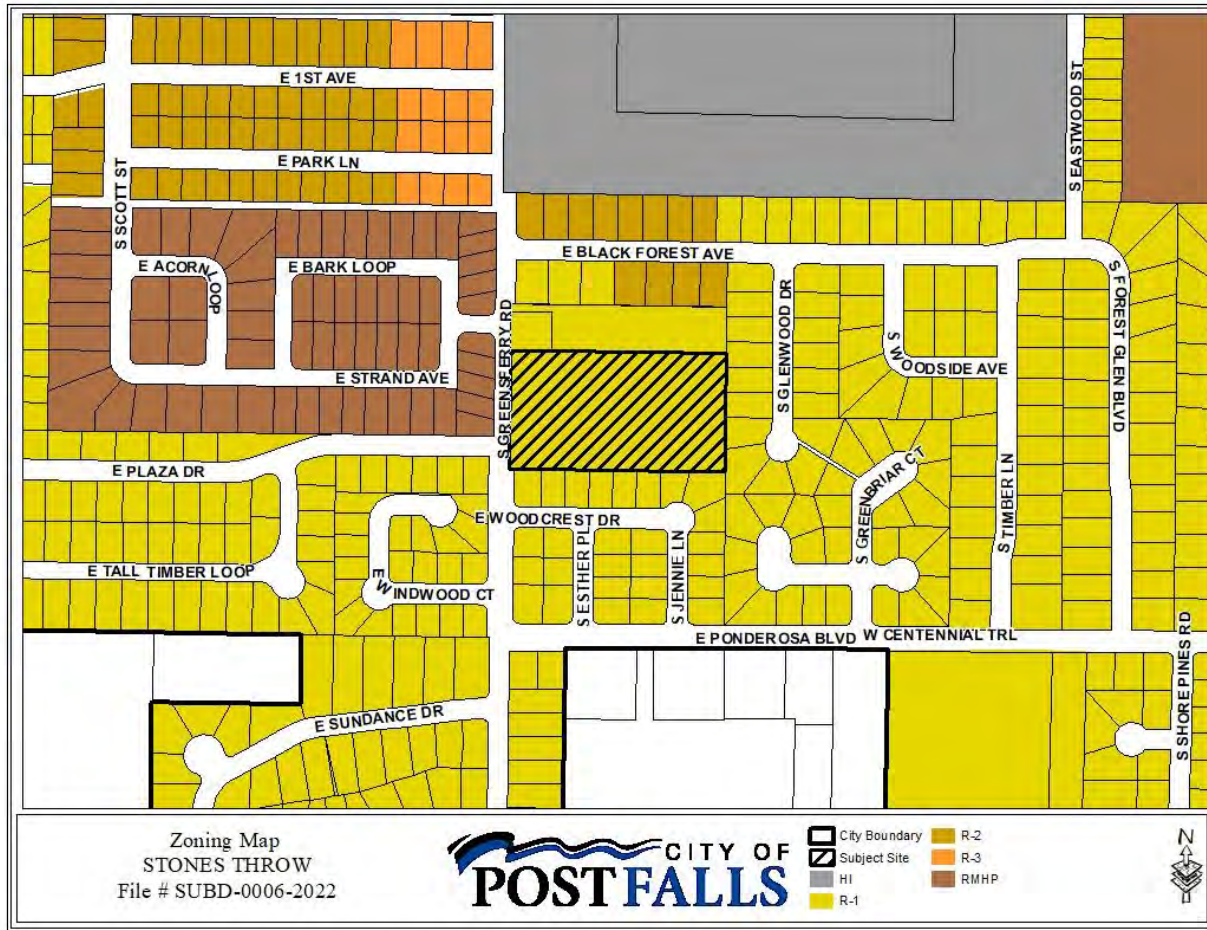
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Staff's Response: This proposal is located over the Rathdrum Prairie Aquifer.

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 subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning) for an R-1 zoning district.





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 and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, multi-modal pathways and streets.

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

Agencies Notified:

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

Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

- **Kootenai County Fire and Rescue (Exhibit PA-1)** – Is part of the review process and provides comments during the process.
- **Post Falls Police Department (Exhibit PA-2)** – Remains Neutral.
- **Post Falls Highway District (Exhibit PA-3)** – Has no comment.

**PUBLIC PROCESS:** This project is processed as a Subdivision. A public hearing is held before the Planning & Zoning Commission; of which, will review the record, hear the staff report, and render a decision.

If the project is approved, a Master Development Agreement is prepared by staff, approved by City Council, and signed by the parties to the agreement.

Notice of the proposed subdivision was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on March 16, 2022. Notice has been published in the Post Falls Press on March 18, 2022. The property is scheduled to be posted by the April 1, 2022.

**MOTION OPTIONS:** 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 Stone's Throw 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. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. 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.
3. The proposed subdivision must be completed in a single phase.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. 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.

- 6. 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.
  - A 10-foot rights-of-way dedication shall be provided along Greensferry Road
- 7. Direct access from residential lots to Greensferry Road shall be prohibited on the face of the plat.
- 8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
- 9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Greensferry Road; including all landscaping, irrigation, and removal of snow from sidewalks and trails.
- 10. Existing homes identified to remain shall provide, with construction plan approval, for the removal of existing septic systems and connection of structures to the City’s Water Reclamation System; including payment of all associated connection fees.

**ATTACHMENTS:**

**Applicant Exhibits:**

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Preliminary Plan
Exhibit A-4	Auth Letter
Exhibit A-5	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	KCFR Comments
Exhibit PA-2	PFPD Comments
Exhibit PA-3	PFHD Comments

21-062



# SUBDIVISION APPLICATION

Public Services Department – Planning Division  
408 N. Spokane St. Post Falls, ID 83854  
208.773.8708 Fax: 208.773.2505

<b>STAFF USE ONLY</b>	Date Submitted: <u>2/22/22</u>	Received by: <u>AB</u>	File # <u>SUBD-0006-2022</u>
Application Fee <u>3,350</u>	Public Hearings: <u>\$300</u>	Mailing \$6*	= <u>522</u>

## PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).

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

## PART 1/A – REQUIRED MATERIAL

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

A subdivision is any division of a lot, tract or parcel into two or more lots and accompanied by proposed new streets or extension of existing streets, municipal sewer and water services.  
(For additional information on this process and requirements please see PFMC 17.04)

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



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

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

Plans Checked By: \_\_\_\_\_

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

**PART 2 – APPLICATION INFORMATION**

PROPERTY OWNER: Northern Lights Development, LLC		
MAILING ADDRESS: 179 E. Wilbur Avenue		
CITY: Coeur d'Alene	STATE: ID	ZIP: 83815
PHONE: (208) 772-4083	FAX:	EMAIL: michael@hallmarkhomescda.com
APPLICANT OR CONSULTANT: Lake City Engineering, Inc.		STATUS: <input checked="" type="checkbox"/> ENGINEER <input type="checkbox"/> OTHER
MAILING ADDRESS: 126 E. Poplar Avenue		
CITY: Coeur d'Alene	STATE: ID	ZIP: 83814
PHONE: (208) 676-0230	FAX:	EMAIL: dittman@lakecityengineering.com

**SUBDIVISION INFORMATION:**

PROPOSED SUBDIVISION NAME: Stone's Throw		
PROPERTY GENERAL LOCATION OR ADDRESS: 401 S. Greensferry Road, Post Falls, ID 83854		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): South 188.5' of NW/4 SW/4 SW/4 of North 160' of SW/4 SW/4 SW/4 of Section 1, T50N, R5W, Less any R/W		
TAX PARCEL #: P-0000-001-6340	EXISTING ZONING: R-1	ADJACENT ZONING: R-1
AVERAGE LOT SIZE: 10,457 sf	CURRENT LAND USE: Residential	ADJACENT LAND USE: Residential
SIZE OF SITE: 5.05 acres	NUMBER OF LOTS: 17	DENSITY: 3.36 du/ac

DESCRIPTION OF PROJECT/REASON FOR REQUEST: Residential subdivision with 17 lots - See Narrative

**SITE INFORMATION:**

ASSESSOR'S PARCEL NUMBER(S): P-0000-001-6340		
COMPREHENSIVE PLAN DESIGNATION: Low Density Residential		
LOCATION OF PROPOSED ACCESS TO THE SITE: Off S. Greensferry Rd approx. 0.1 miles North of Woodcrest Dr		
SIZE AND POINT OF UTILITIES CONNECTION:	WATER SIZE: 6"	LOCATION: Greensferry Road
	SEWER SIZE: 18"	LOCATION: Greensferry Road
NAME AND LOCATION OF NEAREST SCHOOL(S): Ponderosa Elem. (0.7 mi); PFHS (2.3 mi); PFMS (2.7 mi)		
LOCATION OF AND DISTANCE TO NEAREST FIRE STATION OR SUB-STATION: KCFR Station #1 - 404 N. Idaho St (1.6 miles)		
STREET(S) SERVING THE PROJECT (PROVIDE R-O-W AND PAVEMENT WIDTH): 65' R/W with a 29' paved street section		
PHYSICAL DESCRIPTION OF SITE (TOPOGRAPHY, COVER, FEATURES): Flat with native grass, vegetation and trees		
ANY PHYSICAL LIMITATIONS? (ROCK OUTCROPS, SLOPE, ETC.): <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (PLEASE ATTACH DESCRIPTION)		


**PART 3 – CERTIFICATION**

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

**CERTIFICATION:**

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

DATED THIS 17<sup>TH</sup> DAY OF FEBRUARY 20 22

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART 4 – COMPLETED BY CITY STAFF:**

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

# **Stone's Throw**

## ***Preliminary Subdivision***

### *Project Narrative*

*City of Post Falls, Idaho*

*February, 2022*



*126 E. Poplar Avenue  
Coeur d'Alene, Idaho 83814  
Phone: 208-676-0230*



**PROJECT SUMMARY**

The *Stone's Throw* Subdivision is a proposal for 17 residential lots located at 401 Greensferry Road in Post Falls, 0.1 miles North of the intersection of Greensferry Road and E. Ponderosa Boulevard, on the East side. The subject property lies within the southwest quarter of Section 1, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

**SUBJECT PROPERTY**

The parcel to be subdivided is as following:

Parcel No.: P-0000-001-6340  
AIN: 104911  
Area: 5.05 acres



Figure 1: Vicinity Map

**LAND USE**

The subject property is currently zoned R-1 in the City of Post Falls and is designated Low Density Residential by The City of Post Falls Future Land Use Map. It is bounded on all sides by residential subdivisions zoned R-1 and within the Post Falls City Limits. It is located immediately North of the Woodcrest Subdivision, West of the Glenwood Subdivision, South of

Zacs Tracts, and East across Greensferry from the Falls River Addition, all of which contain single-family residences incorporated in the City of Post Falls.

The proposed uses for the subject property are consistent with the underlying zoning classification, the surrounding land uses, and are in conformance with the Post Falls Municipal Code and Comprehensive Plan. Additional open space is not required as a part of this project, and Park Impact fees will be collected with each residential building permit. A brief summary of the proposed project is provided below.

<i>Existing Zoning:</i>	<i>R-1 Residential</i>
<i>Comprehensive Plan Designation:</i>	<i>Low Density Residential</i>
<i>Project Area:</i>	<i>5.05 acres</i>
<i>Residential Units:</i>	<i>17 units</i>
<i>Residential Density:</i>	<i>3.36 du/ac</i>
<i>Average Lot Size:</i>	<i>+/- 10,457 sf</i>

<b><u>Setback or Provision</u></b>	<b><u>Proposed</u></b>
<i>Maximum Lot Coverage</i>	<i>40%</i>
<i>Minimum Lot Width</i>	<i>60'</i>
<i>Front Setback</i>	<i>15' (20' to garage)</i>
<i>Side Setback</i>	<i>5'</i>
<i>Flanking Setback</i>	<i>15' (public street)</i>
<i>Rear Setback</i>	<i>10'</i>
<i>Max Building Height</i>	<i>35'</i>

#### ***PRE-DEVELOPMENT CHARACTERISTICS***

The subject property presently contains a single residence near the southwestern corner of the property, with a driveway approach off Greensferry Road. The remainder of the property is vacant. The general slope of the land is relatively flat, heavily treed, and covered by native grasses and vegetation in the understory. See Figure 1 above.

#### ***POST-DEVELOPMENT CHARACTERISTICS***

The proposed development will be built in accordance with City of Post Falls Standards and common accepted construction practices. All utilities are existing and located adjacent to, or near to, the subject property boundaries and will be used to serve this project. There are no topographical limitations to overcome during the development of this property.

#### ***Transportation and Roads***

Singular access to the proposed subdivision will be from Greensferry Road to the West, via a newly constructed public road, which will terminate in a City standard cul-de-sac. The new road, which has yet to be named, is proposed to be a 65' public right-of-way with a paved

street section of 33' including rolled curb and gutter, roadside grassy swales, and 10' utility easements. The applicant is proposing to dedicate an additional 10' of public right-of-way on the East side of Greensferry Road as part of the infrastructure improvements for the subdivision.

### ***Fire Protection***

The subject property is within the Kootenai County Fire and Rescue Protection District boundaries. Fire Station #1, at 404 N. Idaho Street, is located within 1.6 miles of the project development. Fire hydrants will be installed along both Greensferry Road, as well as at internal locations as designated by the Kootenai County Fire and Rescue District throughout the proposed development. Emergency access is not anticipated to be a problem.

### ***Stormwater***

Stormwater will be handled via permanent grassy swale systems that will collect and mitigate stormwater runoff generated from the subdivision. Excess runoff will be direct injected into the ground through the use of drywells. A stormwater management plan shall use best management practices (BMP) during and after construction in accordance with accepted standard construction practices. According to the Natural Resources Conservation Service (NRCS), the area's soils completely consist of McGuire-Marble Association. This well-draining soil is created from volcanic ash and loess situated over outwash terraces and is common in this area of Post Falls. This soil profile is suitable for this type of stormwater management system and commonly practiced throughout the City of Post Falls. Maintenance of the storm system will be the responsibility of the City of Post Falls.

### ***Water***

Domestic and irrigation water will be provided by the City of Post Falls. There is an existing 6" water main located in Greensferry Road, West of the subject property, that will be used to serve this subdivision. A new 8" water main, constructed in accordance with City of Post Falls standards, will be extended from Greensferry Road and be looped internally throughout the subdivision.

### ***Sewer***

Sanitary Sewer service will be provided by the City of Post Falls. There is currently an 18" gravity sewer main located in Greensferry Road, West of the proposed Subdivision. Public infrastructure will be required to be extended into the subject property in accordance with City of Post Falls standards. There is adequate capacity within the City of Post Falls Sewer System. Sanitary sewer generated from this site will be treated at the Post Falls Wastewater Treatment Plant, which currently has capacity to serve this project.

### ***Other Utilities***

All dry utilities are currently available to serve the proposed project and are located in Greensferry Road. Dry utilities will be extended from and through the proposed project as required. Kootenai Electric Cooperative and/or Avista will provide power and natural gas. Ziplly Fiber, TDS Fiber and/or Spectrum will provide communications and/or internet. All dry utility

companies will be notified at the appropriate time. Agreements to provide service will be finalized between the Developer and the respective utility.

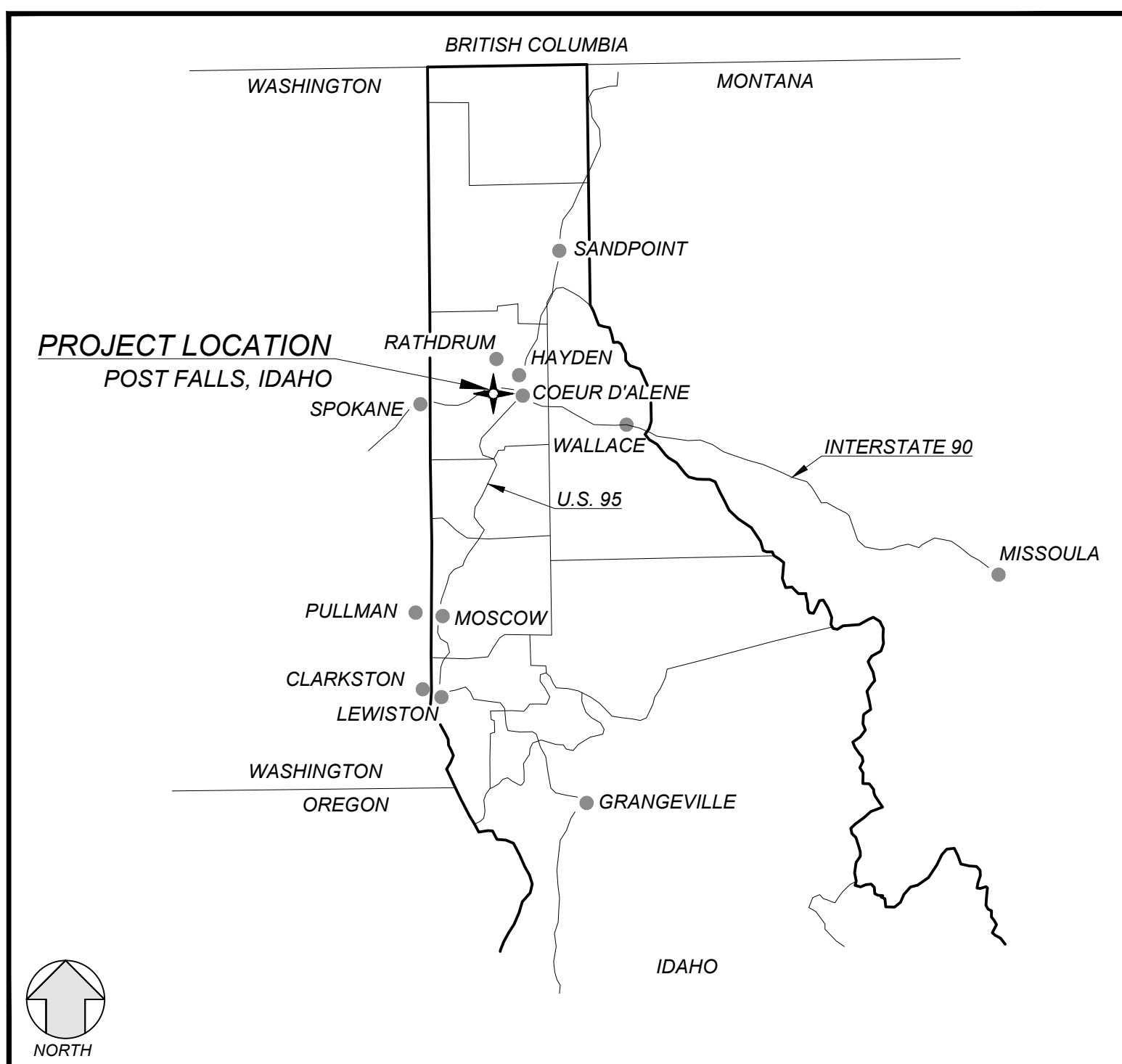
***DEVELOPMENT SCHEDULE***

Construction on this project is anticipated to begin in Spring of 2022 and be completed in one phase.

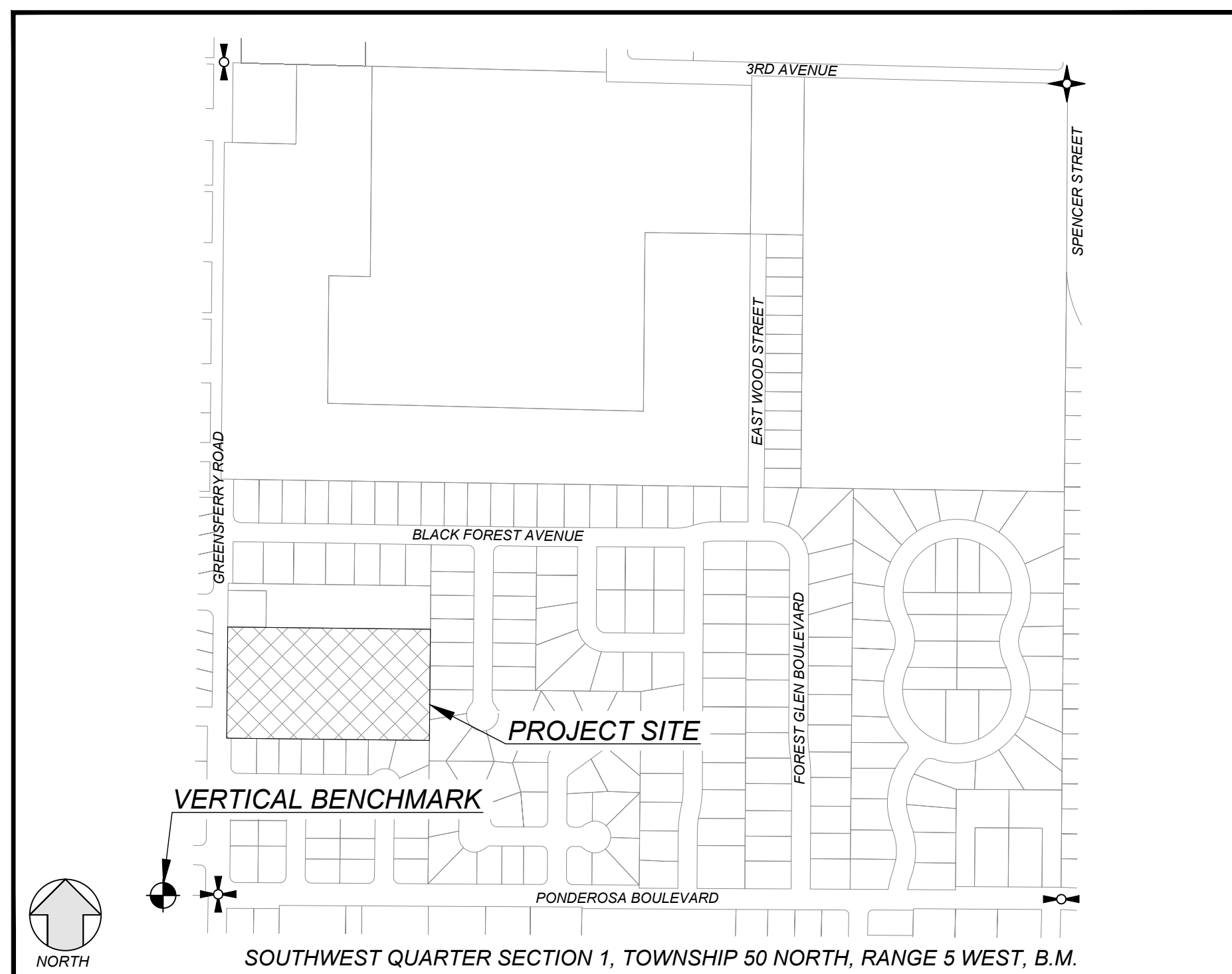
# STONE'S THROW

## PRELIMINARY SUBDIVISION

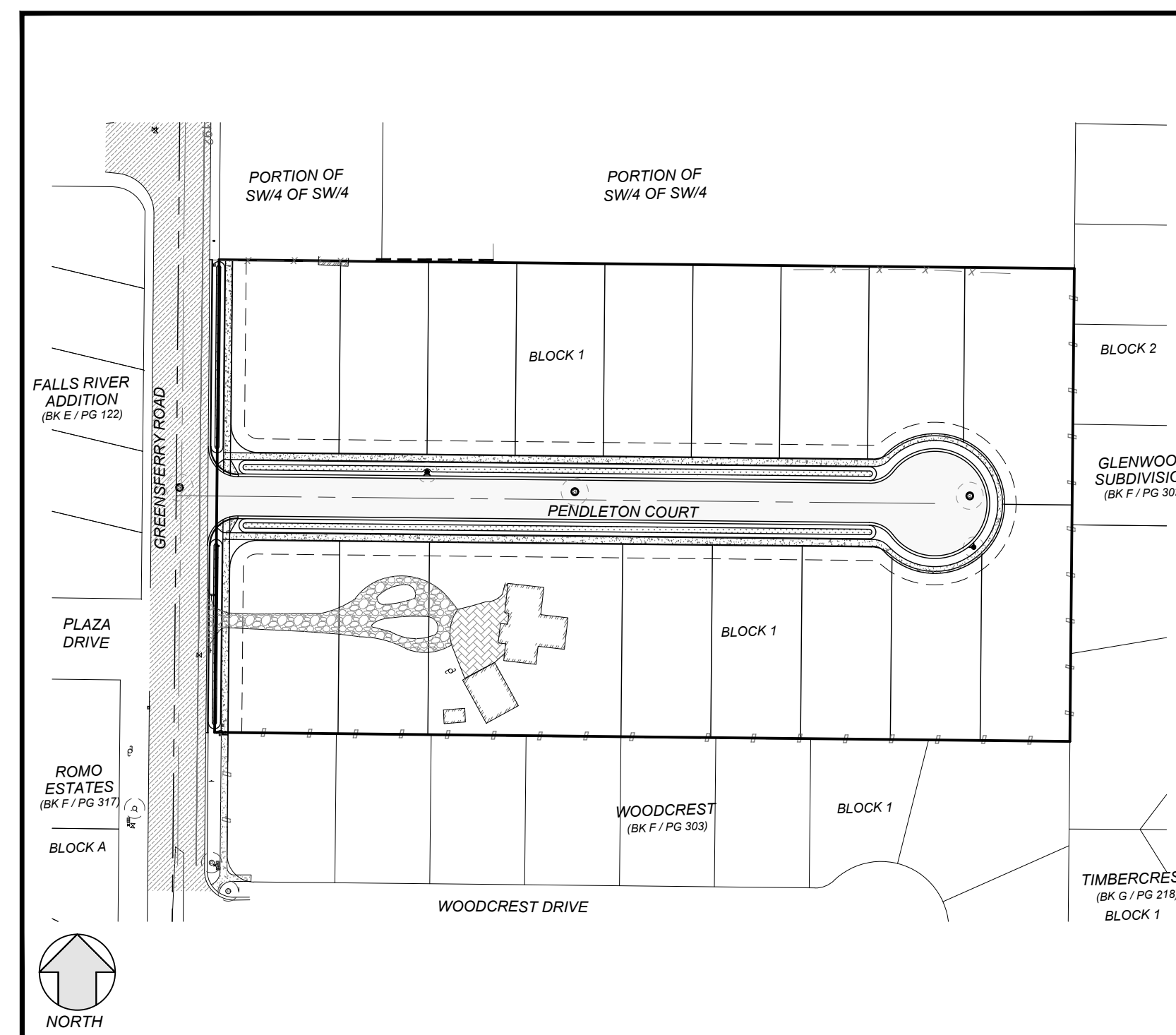
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



**VICINITY MAP**  
NTS



**PROJECT LOCATION**  
1" = 400'



**PROJECT SITE**  
1" = 100'

**PROJECT DEVELOPER**  
 NORTHERN LIGHTS DEVELOPMENT, LLC  
 179 E. WILBUR AVENUE  
 DALTON GARDENS, IDAHO 83815

**PROJECT ENGINEER**  
 LAKE CITY ENGINEERING, INC.  
 126 E. POPLAR AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PH: (208) 676-0230

**PROJECT SITE**  
 TOTAL PROJECT AREA : 5.05 ACRES  
 PARCEL # : P-0000-001-6340  
 LEGAL DESCRIPTION : SOUTH 188.5' OF NW/4 SW/4 SW/4 OF NORTH 160' OF SW/4 SW/4 SW/4 OF SECTION 1, T50N, R5W LESS ANY RIGHT OF WAY.

### CONTACT INFORMATION

**WATER PURVEYOR**  
 CITY OF POST FALLS - WATER DIVISION  
 2002 W. SELTICE WAY  
 POST FALLS, IDAHO 83854  
 PH: (208) 777-9857

**SEWER PURVEYOR**  
 CITY OF POST FALLS - WASTEWATER DEPARTMENT  
 2002 WEST SELTICE WAY  
 POST FALLS, IDAHO 83854  
 PH: (208) 773-1722

**STREET AND STORMWATER PURVEYOR**  
 CITY OF POST FALLS  
 800 NORTH PUBLIC WORKS WAY  
 POST FALLS, IDAHO 83854  
 PH: (208) 773-1722

### UTILITY CONTACT LIST

AVISTA (POWER/GAS): (208) 769-1343  
 KOOTENAI ELECTRIC (POWER): (208) 765-1243  
 SPECTRUM (COMM): (208) 277-9452  
 ZIPLY FIBER (COMM): (208) 762-2664  
 TDS (FIBER): (208) 920-1666

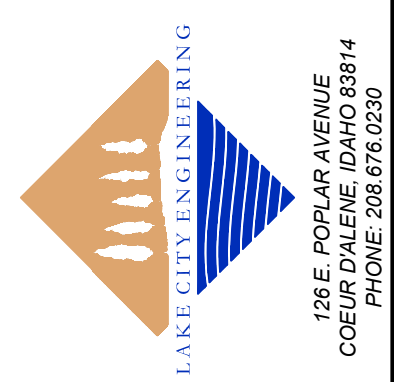
### INDEX OF SHEETS

1. TITLE SHEET
2. PRELIMINARY SUBDIVISION
3. PRELIMINARY UTILITY PLAN

**VERTICAL BENCHMARK**  
 SET MAG NAIL IN SIDEWALK IN WINDWOOD COURT  
 PER 2 HOUR OPUS SOLUTION AND CORRECTION  
 ELEV: 2189.09 (NAVD 88)

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

NO.	DESCRIPTION	INITIAL	DATE



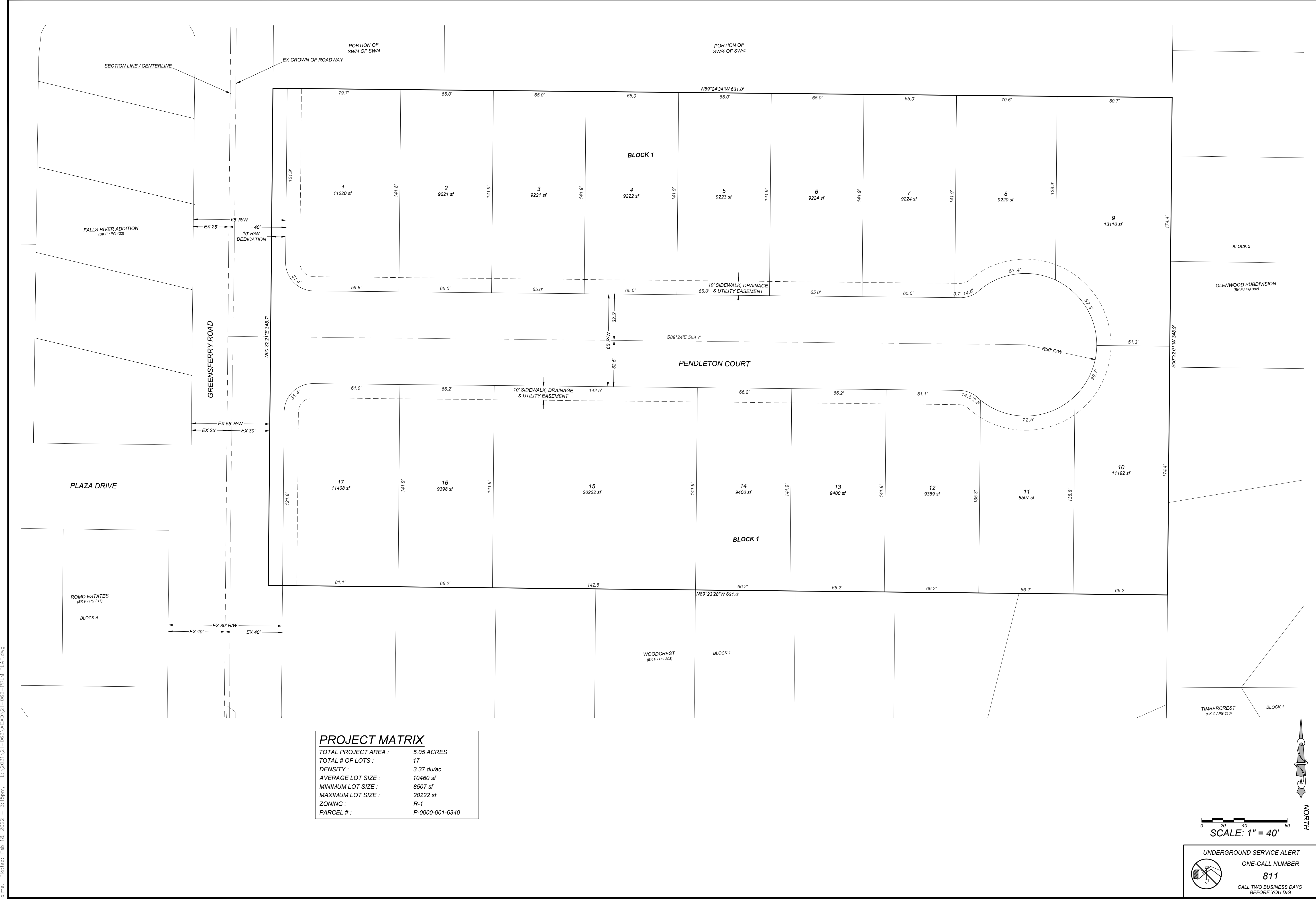
**PRELIMINARY**  
 NOT FOR CONSTRUCTION

**STONE'S THROW**  
 TITLE SHEET  
 POST FALLS, IDAHO

DESIGNED BY: DCD  
 DRAFTED BY: SMA  
 DATE: 02/18/2022  
 JOB NO: LCE 21-062

1  
 3

d:\na... \2021\21-062\ACAD\21-062-PREL\PLAT.dwg



PROJECT MATRIX	
TOTAL PROJECT AREA :	5.05 ACRES
TOTAL # OF LOTS :	17
DENSITY :	3.37 du/ac
AVERAGE LOT SIZE :	10460 sf
MINIMUM LOT SIZE :	8507 sf
MAXIMUM LOT SIZE :	20222 sf
ZONING :	R-1
PARCEL # :	P-0000-001-6340



DESIGNED BY: DCD  
 DRAFTED BY: SMA  
 DATE: 02/18/2022  
 JOB NO: LCE 21-062

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

NO.	DESCRIPTION	INITIAL	DATE

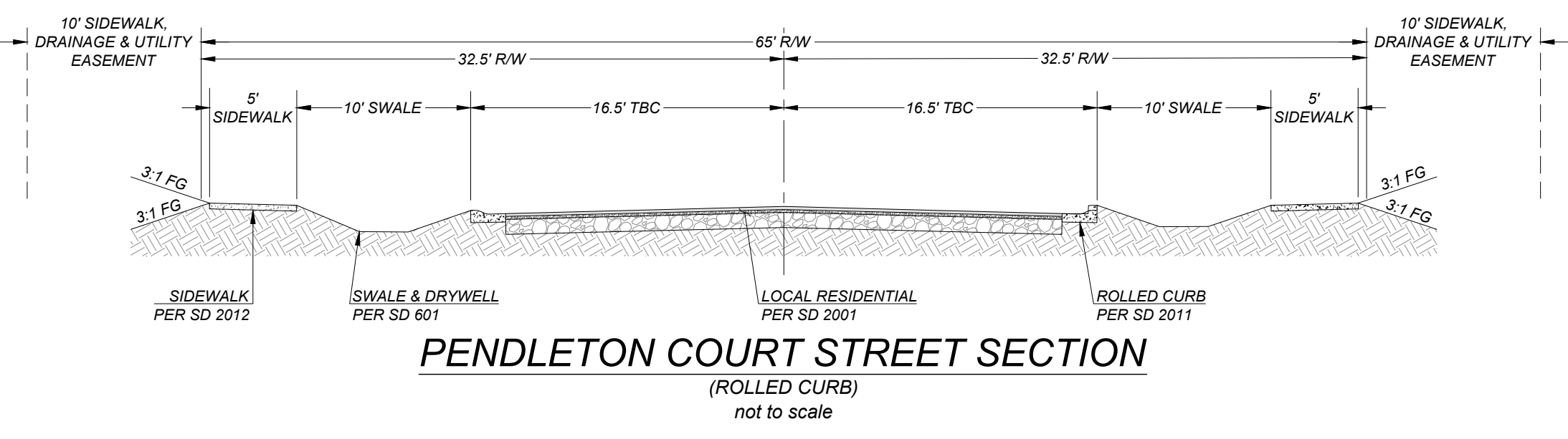
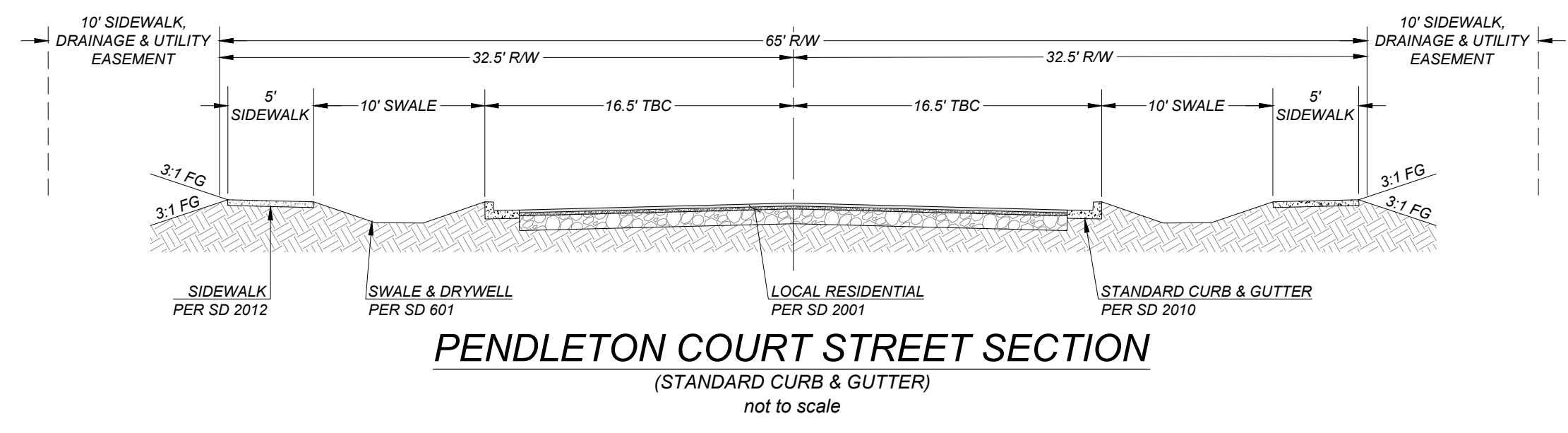
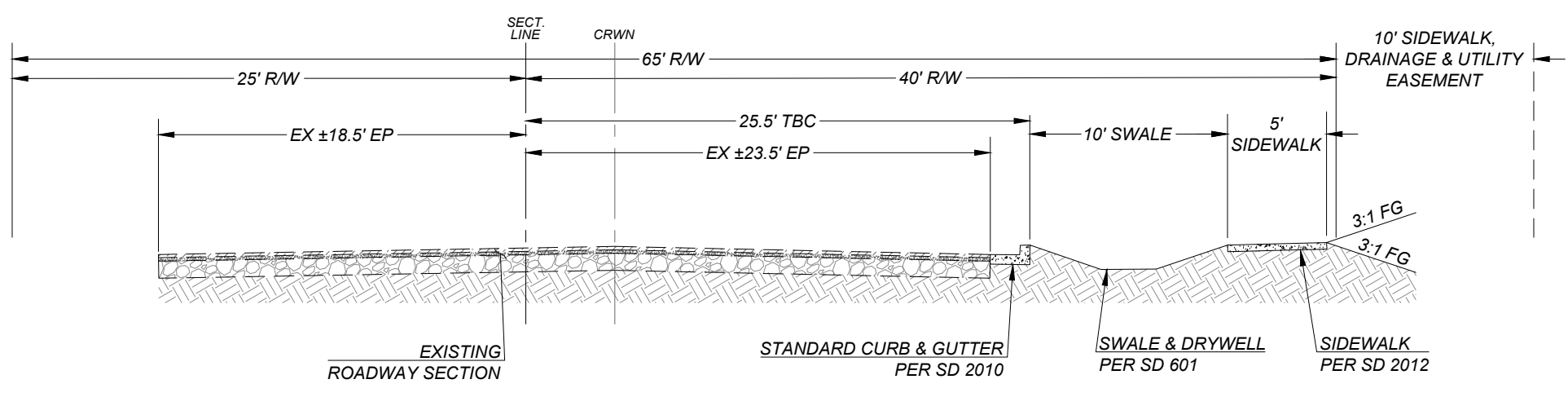
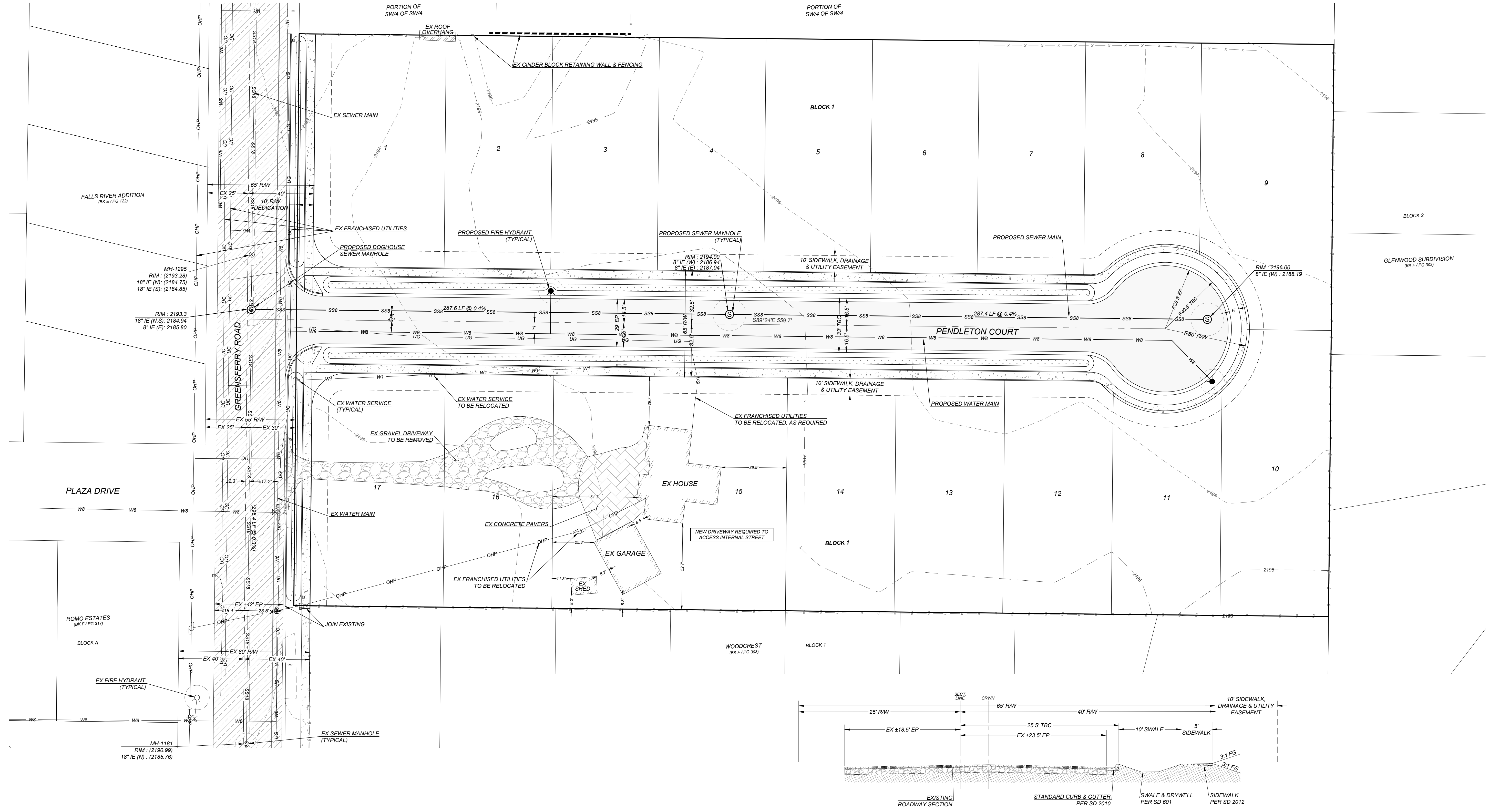
**LAKE CITY ENGINEERING**  
 126 E. POPLAR AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208.676.0290

**PRELIMINARY NOT FOR CONSTRUCTION**

# STONE'S THROW

PRELIMINARY SUBDIVISION  
 POST FALLS, IDAHO

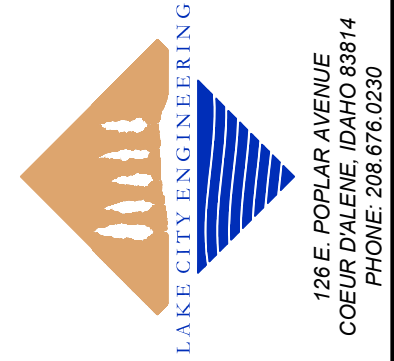
ONE INCH  
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY  
 NORTH  
 2  
 3



SCALE: 1" = 40'

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

NO.	DESCRIPTION	INITIAL	DATE



**PRELIMINARY**  
 NOT FOR CONSTRUCTION

**STONE'S THROW**  
 PRELIMINARY UTILITY PLAN  
 POST FALLS, IDAHO

ONE INCH  
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

DESIGNED BY: DCD  
 DRAFTED BY: SMA  
 DATE: 02/18/2022

JOB NO: LCE 21-062  
 3

d:\na... \21-062\ACAD\21-062-PRIM PLAT.dwg  
 Date: Feb 18, 2022 3:16pm

City of Post Falls  
408 N. Spokane Street  
Post Falls, ID 83854

February 11, 2022

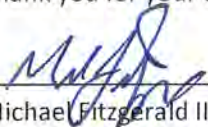
ATTN: Planning Department

RE: Parcel # P-0000-001-6340

To Whom It May Concern,

I hereby authorize Drew Dittman, PE and Wayne Lockman, PLS of Lake City Engineering, Inc. to act as the Authorized Agents for matters related to the above referenced project.

Thank you for your time and consideration in this matter.

  
\_\_\_\_\_  
Michael Fitzgerald II, Governor  
Northern Lights Development, LLC

2-11-22  
\_\_\_\_\_  
Date

STATE OF IDAHO )  
 )ss.  
COUNTY OF KOOTENAI )

On this 11 day of February 2022, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael Fitzgerald II, a Governor of Northern Lights Development, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Kallie S. Mulvaney  
\_\_\_\_\_  
Notary Public

Residing at: Hayden ID  
\_\_\_\_\_

My Commission Expires: 1/1/28  
\_\_\_\_\_



# 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 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, *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 5 business 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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## OLD REPUBLIC NATIONAL 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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## OLD REPUBLIC NATIONAL 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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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Commitment No.: 417233

**SCHEDULE A**

Escrow Officer: -  
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: February 2, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy (ALTA Owners Policy (06/17/06))

Amount: [REDACTED]

Proposed Insured:

Premium: [REDACTED]

**Lake City Engineering**

Total:: [REDACTED]

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:

**Northern Lights Development LLC, an Idaho Limited Liability Company**

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company

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

By: [Signature]  
Kootenai County Title Company, Inc.

By [Signature] President  
Attest [Signature] 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. 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 to be the last deed of record:
  - A. Warranty Deed, by and between Mary Ederra Uden, Trustee of the Mary Uden Family Trust of 2014, as grantor, and Northern Lights Development LLC, an Idaho Limited Liability Company, as grantee, recorded July 30, 2021 as Instrument No. [2849903000](#), records of Kootenai County, Idaho.
8. We find the following address to be associated with the Land described herein:

401 S. Greensferry Rd.  
Post Falls, ID 83854

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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. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.  
  
Parcel No.: P00000016340  
AIN No.: 104911
  - 8. Assessments of the City of Post Falls.
  - 9. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Washington Water Power Company  
Purpose: Electrical distribution line anmd anchor

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Recorded: December 2, 1948

Instrument No.: [Book 141 of Deeds at Page 211](#), records of Kootenai County, Idaho.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: General Telephone Company of the Northwest  
Purpose: Buried cable, and facilities necessary to provide communication service, power service, and other related service  
Recorded: July 22, 1970  
Instrument No.: [Book 239 of Deeds at Page 193](#), records of Kootenai County, Idaho.

**END OF SCHEDULE B**

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**SCHEDULE C**

The Land is described as follows:

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

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

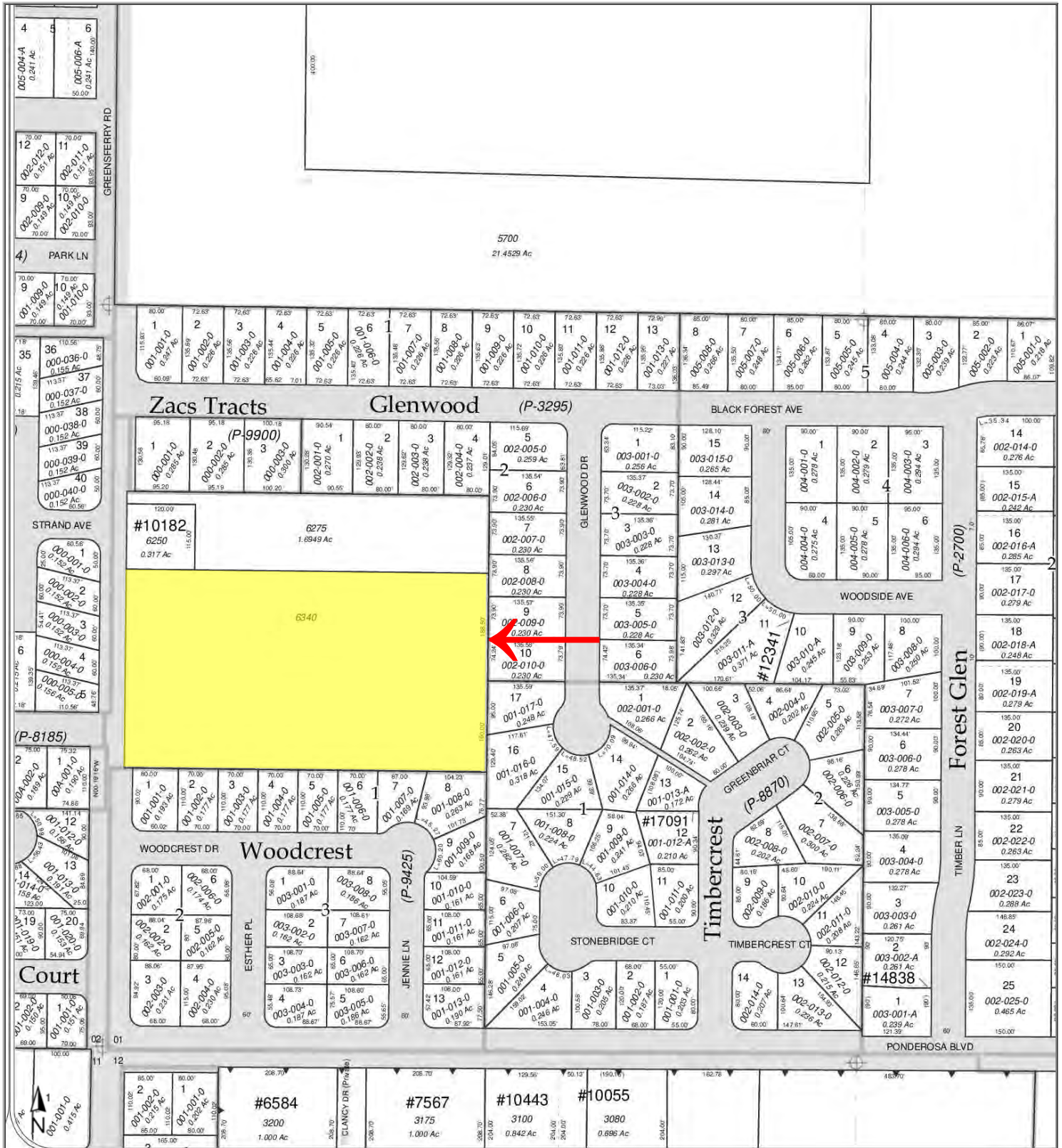
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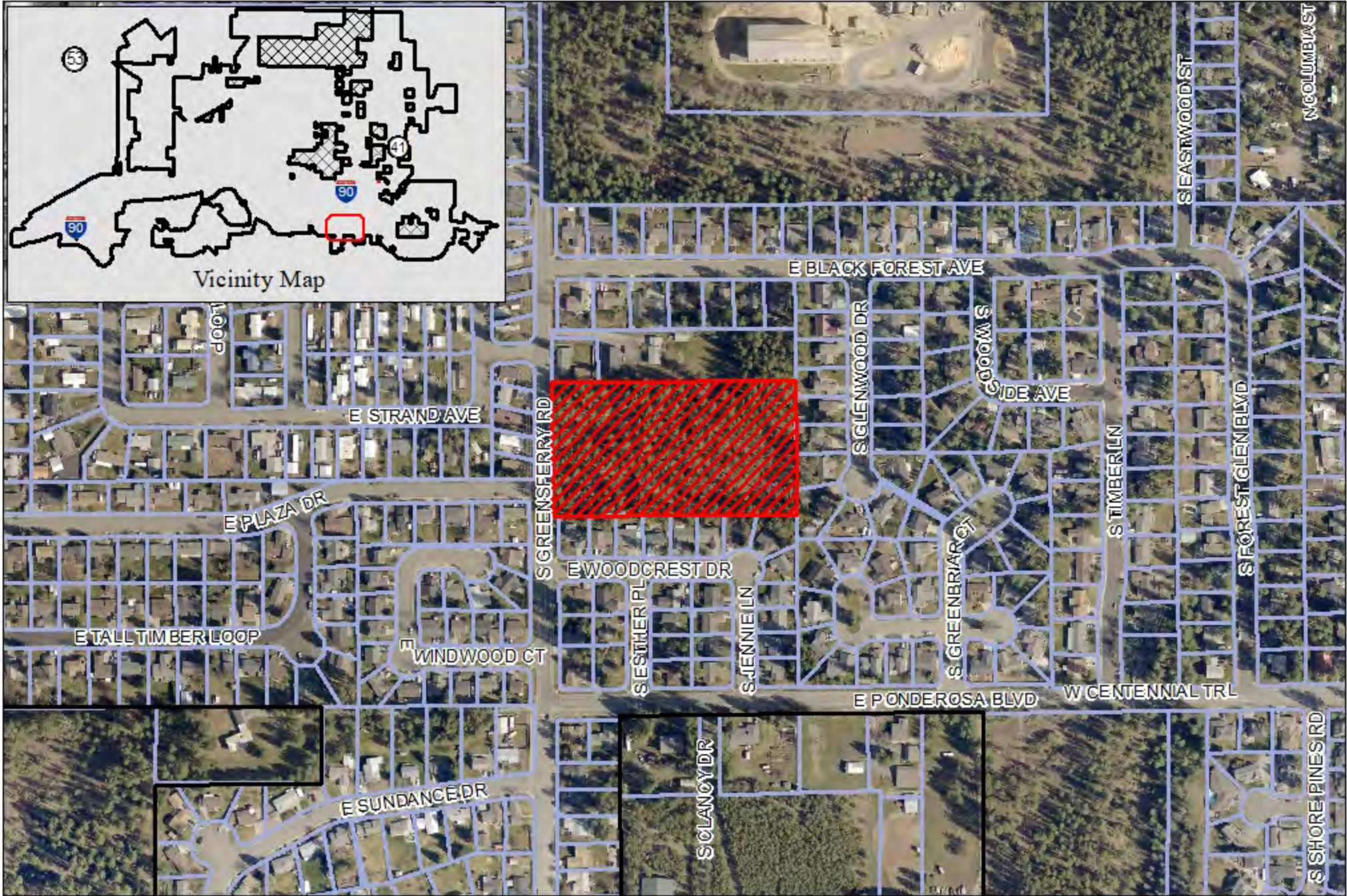
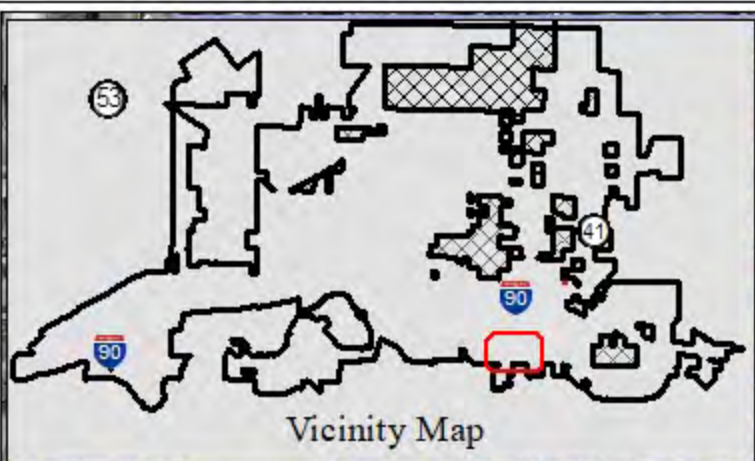




**KT KOOTENAI TITLE**  
 MAKE A REQUEST FOR THE BEST  
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410


**ParcelID: P0000016340**  
**401 S Greensferry Rd**  
**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.



Project Location  
 STONES THROW  
 File # SUBD-0006-2022



-  Subject Site
-  City Boundary
-  Tax Parcels



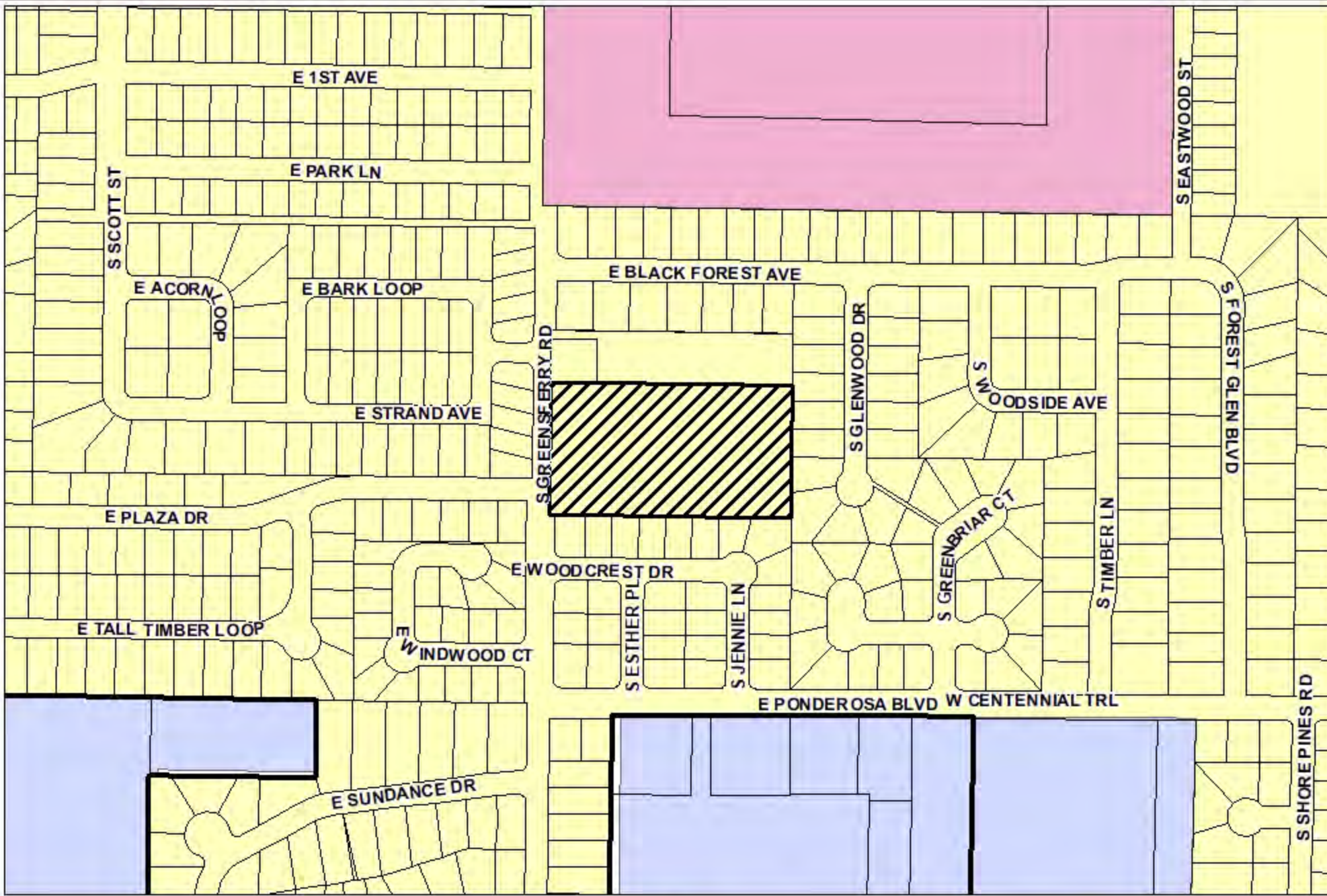


Zoning Map  
 STONES THROW  
 File # SUBD-0006-2022








-  City Boundary
-  Subject Site
-  HI
-  R-1
-  R-2
-  R-3
-  RMHP





Future Land Use Designation  
 STONES THROW  
 File # SUBD-0006-2022



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



# 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

March 22, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

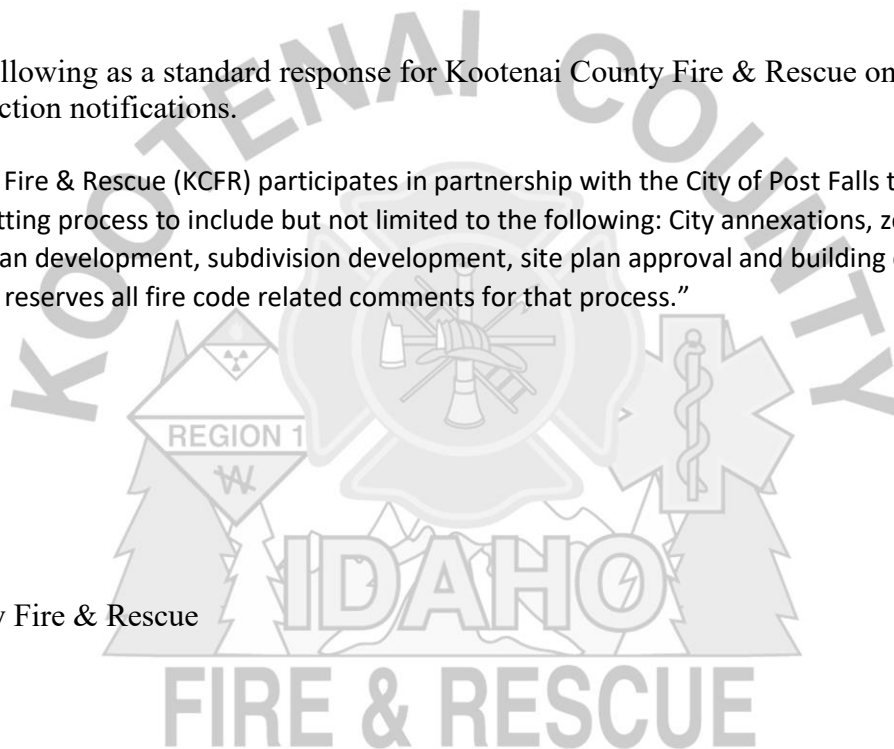
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II  
Kootenai County Fire & Rescue  
Division Chief  
Fire Marshal





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

March 23<sup>rd</sup>, 2022

Amber Blanchette  
Planning Specialist  
[ablanchette@postfallsidaho.org](mailto:ablanchette@postfallsidaho.org)

Re: Stone's Throw Subdivision File No. SUBD-0006-2022

The Police Department has reviewed the above listed subdivision plan and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl  
Captain  
Post Falls Police Department

## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Tuesday, April 5, 2022 12:10 PM  
**To:** Amber Blanchette  
**Subject:** RE: Stone's Throw Subdivision File No. SUBD-0006-2022

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

PFHD has no comment

Thank you

Jonie Anderson  
Administrative Assistant 1  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



---

**From:** Amber Blanchette <amberb@postfallsidaho.org>  
**Sent:** Tuesday, March 22, 2022 9:54 AM  
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