



**PLANNING & ZONING COMMISSION
MEETING AGENDA**

**June 14, 2022
5:30 PM**

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

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:

- There will be a joint workshop with City Council and Planning and Zoning Commission on June 22, 2022, at 5pm, location will be the Police department community room.
- NATIONAL FLAG DAY
- NATIONAL ARMY BIRTHDAY
- WORLD BLOOD DONOR DAY
- NATIONAL MONKEY AROUND 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 – May 25, 2022, Planning and Zoning Commission Meeting
- b. Zoning Recommendation – Jacklin Prairie Annexation File No. ANNX-0012-2021
- c. Zoning Recommendation – Mongeau Meadows Annexation File No. ANNX-0003-2022
- d. Zoning Recommendation – School District Zone Change File No. ZC-22-4
- e. Reasoned Decision – Mongeau Meadows Subdivision File No. SUBD-0003-2022

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 Bel Cielo III Annexation File No. ANNX-22-6 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of High-Density Multi-Family Residential (R3) upon annexation of approximately 5.14 acres.
- B. **Zoning Recommendation** for Ashlar Ranch Annexation and **Review Requested** for Ashlar Ranch Subdivision File No(s). ANNX-0004-2022/SUBD-0004-2022 – Laura Jones, Associate Planner, to present a request for a recommendation to City Council for a

zoning designation of Single-Family Residential (R1) upon annexation of approximately 10 acres, Additionally, a subdivision review request of 27 lots.

5. ADMINISTRATIVE / STAFF REPORTS

6. COMMISSION COMMENT

7. ADJOURMENT

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



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**May 25, 2022
5:30 PM**

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

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, Schlotthauer, Kimball - Present
Ward – Excused

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- NATIONAL SENIOR HEALTH AND FITNESS DAY
- NATIONAL MISSING CHILDREN'S DAY – Jon Manley - was proclaimed by President Ronald Reagan in 1983 to acknowledge the many children who go missing each and every year. From 1979 to 1981, a series of child abductions shook America. It began with the disappearance of six-year-old Etan Patz in New York City, on May 25, 1979. The National Missing Children's Day is observed to commemorate the date of the disappearance of Etan and honor all other missing children. So, I'd encourage anybody to go read that there's a lot more about it, but it was interesting.

AMENDMENTS TO THE AGENDA

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None

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1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – May 10, 2022, Planning and Zoning Commission Meeting

Motion to approved as presented by: Hampe

2nd by Carey

Vote Steffensen – Yes; Carey – Yes; Kimball – Abstain; Davis – Yes; Schlotthauer – Abstain;

Hampe - Yes

Moved

2. CITIZEN ISSUES

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None

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None

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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 Barnum's Addition Zone Change File No. ZC-22-3 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Medium Density Residential (R2) of approximately .54 acres. – Requested action is to rezone approximately .54 acres from Single-Family Residential (R1) zoning to the Medium Density Residential (R2) zoning district. The property is located just north of I-90 on the east side of N. Elm Rd, south of W. Dawn Ave and the water provider is East Greenacres Irrigation District with the City of Post Falls being the sewer provider and is currently a non-conforming duplex.

Zone Change Criteria:

- The Future Land Use Map has a Business/Commercial land use designation which promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. R2 is one of the implementing zoning districts.
- To the north and east is zoned Single-Family Residential (R1) and across the street to the west is more Medium Density R2.
- The proposal is consistent with the Transportation Master Plan as outlined in the staff report.

A couple of the criteria are not applicable as they are not asking for Commercial or Industrial. There are a mix of uses blending in this area and the Comp Plan encourages infill development and redevelopment. The applicant can potentially subdivide this into other R2 lots, this is located 1/3 south of Seltice Way which adds to the walkability factor to commercial services. The road network from this proposal provide access to other areas. Some of the Goals and Policies are to grow and sustain a balanced resilient economy providing diversity in lots and to promote compatible and well-designed development. Currently, they are wanting to make a non-conforming use conforming. If there ends up being development impact fees would be paid that go towards public safety, streets, and parks. Agency's have been notified and the Police Department will remain neutral, Kootenai County Fire & Rescue said they would leave their comments for the review or permitting process and DEQ had construction related comments.

Hampe – This feel like déjà vu, did we see one of these?

Schlotthauer – Right next door.

Hampe – Thank you. Would this allow for additional units to be built?

Manley – Potentially however, there are different processes. They can only construct what is allowed in the R2 zone, they can potentially go through a minor subdivision, an administrative process, staff would look to ensure that it would meet access requirements and the sewer and water requirements.

Hampe – They will have to come back to staff.

Manley – Anything more than 4 lots or if they need a new road, it would be a major subdivision however, a minor subdivision is at staff level.

Hampe – Could they add-on to the duplex and make a third?

Manley – Potentially they could. They couldn't do a tri-plex, all that is allowed, townhomes, duplexes, or single-family. Unless they construct a 3-unit townhome.

Applicant – Gordon Dobler, Dobler Engineering - This started with a two-lot plot in the R1 zone that we had filed with staff and staff realized that the duplex was non-conforming. We must bring it to conformance to complete the 2-lot plat. We are limited to what can be done as the current duplex sits halfway into the existing lot, we are keeping the duplex. I would say an R2 is appropriate as the property across the way is zoned R2 that we are developing, you approved approximately 3-4 months ago. This property abuts the freeway, even though this project will not be that dense but R2 is a good buffer. There is also an easement that is approximately 40 feet wide along the north of the property which separates the homes to the north. With the development across the street sewer and water will be brought in for this project as well. I believe this request meets all the goals and policies within the Comp Plan.

Carey – To be clear, you are doing this because you will be coming back and adding another dwelling.

Dobler – There is a mobile, single-family, across the street which the owner owns as well and he wants to move it to this location on a separate lot.

Testimony:

In Favor – None

Neutral – None

In Opposition - None

Comments

1. Consistent with Future Land Use Map.

Kimball – The Land Use Map has this as Business/Commercial and R2 is an implementing zone.

****All Commission Agreed****

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Kimball – It's well covered in the staff report and in the applicant's narrative which is all in the record.

****All Commission Agreed****

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

Carey – It follows with the R2 that is already there to the west and there is nothing to the south other than the freeway so there won't be a change in the traffic pattern at all.

Kimball – I think it's important to realize that its an existing duplex that is non-conforming. The existing development and land use is consistent with the R2.

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

Not Applicable

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

Kimball – I think R2 is considered lower density housing and it's further away from the Seltice Way which is a commercial corridor, and it fits this criteria well.

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

Not Applicable

Motion to recommend approval to City Council finding it is consistent with the Comprehensive Plan and the Zoning Code with a zoning designation of R2 - Carey
2nd By Steffensen
Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes
Moved

- B. **Zoning Recommendation** for The Pointe Zone Change File No. RZNE-0001-2022 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Industrial (I) to Community Commercial Mixed (CCM) of approximately 54.1 acres. – Requested action is to rezone approximately 54.1 acres in the City of Post Falls from Industrial (I) zoning to the Community Commercial Mixed (CCM) zoning district which requires a Development Agreement. The request is generally located west of Wal-Mart and East of Cabela's north of I-90 and west of Baugh Way mostly along Pointe Parkway. In 2008 there was an approved commercial site plan, there was large anchor pads of which Wal-Mart took anchor 3 leaving the other 3 vacant. Since 2008 we have recognized that the commercial industry has changed significantly, now many people are doing their shopping online so now the smaller neighborhood commercial sites are more of what people gravitate to. They recently submitted a preliminary subdivision, Pointe at Post Falls 4th Addition, to create smaller pad site commercial development. There will be an internal road system to connect the new smaller pad lots. With Euclidean zoning, CCS Community Commercial Services, there is a list of vested rights and permitted uses where the rules are straightforward versus a mixed zone that requires a Development Agreement. The CCM zone allows up to 50% multi-family outright with a commercial development. The draft agreement has 28.5%, 15.4 acres, for multi-family and the applicant has looked at some different options. Option 1 would be 30.5%, 16.5 acres, that would be located north of Pointe Parkway set back behind commercial pad sites. Option 2 is 36.1%, 19.5 acres, where they would add some of the multi-family on a couple of lots south of Pointe Parkway set behind some commercial pad sites along with the area stated north of Pointe Parkway. For the Commission, you can add recommendations to the Development Agreement to City Council as you see fit, with another option you as the Commission can condition to construct a smaller area for the multi-family.

Kimball – Am I to understand that option 2 includes both areas one and two as shown on the map

Manley – Option 2 would be the sum of 1 and 2. In their most recent submittal the list of uses leaves out medical and as a Planner, I question why you wouldn't want some type of medical in this area. So, that is something you could add to the Development Agreement. The current land use is underdeveloped commercial with no significant topology or vegetation matters that are hazardous, and the water and sewer provider is the City of Post Falls.

Zone Change Criteria

The future land use map, goals and policies, street classifications, traffic patterns, the staff report contains the analysis of the traffic patterns as well as some conditions that were proposed within the Development Agreement that may trigger some added traffic analysis depending on phasing and staging of this project and any potential multi-family.

The current zoning is Industrial, and the requested zone is CCM, to remind everyone this was an approved commercial site. In today's market commercial within an industrial zone can make it awkward for the users. Business/Commercial was deemed the most applicable during our workshops for this area. Business/Commercial promotes a mixture of moderate/high-density housing types within walking distance near corridor commercial uses and other amenities within Post Falls. It is aimed to improve pedestrian connections and promote compatibility between permitted uses. The CCM is an implementing zoning district and Industrial is not an implementing zoning district within the Business/Commercial. The proposal would make this be more in conformance with the existing Comp Plan and Future Land Use Map. The second largest Industrial Park in the region is south of this area, Riverbend Commerce Park, so in the workshop, knowing there was an already approved commercial site plan, it seemed more appropriate to have a clear path forward and removing the Industrial zone from Business/Commercial. There are some buffering requirements between high and low-intensity development, however, this isn't 100% applicable to the request. The Riverbend focus area also states that this area should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and potentially additional residential. I will not be going over all the goals and policies for this project the applicant will be presenting these. I will point out Goal 7 is to plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. Policy 1, one of the points is to maintain and enhance resident quality of life; if you lived in Woodbridge, it would be more convenient to come to this area rather than always to the east of Post Falls where the heavy commercial corridors are. These residents are currently limited to Wal-Mart, Panda Express and Cabela's so, it would be a benefit to bring more commercial services to this area and improve their quality of life. Policy 2 states to apply or revise zoning designations with careful consideration of factors including infrastructure and service plans, existing and future traffic patterns; again, the staff report states there maybe a trigger to conduct a traffic study with this development. Policy 3 states to encourage development patterns that provide suitability scaled, daily needs services within walking distance of residential areas. So, if there were to be some residential within this development this policy would be consistent with the request plus there is a park and ride to the east of this area on Pleasant View Rd. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification; the staff report talks about access to I-90, Beck Rd. and the interchanges. Limited or neighborhood commercial and lower density residential zoning as well as Industrial uses criteria are not applicable to the requested action. All agencies have been notified, Post Falls Police are neutral, Kootenai County Fire will have comments throughout any future review and permitting processes and DEQ has construction related comments.

Hampe – Looking at the areal, what is the big building to the right?

Manley – Sysco and Wal-Mart.

Hampe – What is to the other side?

Manley – There is a big slop from Integrity Way to the north which is all industrial type trucking facilities. To the south is the RV Park that is being constructed.

Schlotthauer – Did you say there was an existing subdivision there?

Manley – Yes, Pointe at Post Falls 4th Addition.

Schlotthauer – So, those lots are already subdivided as we see them now?

Manley – Approved, but not platted.

Schlotthauer – What uses are approved to be constructed within the current zone?

Manley – Most of the commercial stuff as well as mixed industrial type uses that aren't necessarily complementary to commercial uses.

Hampe – If it stayed Industrial, they wouldn't be able to put high-density multi-family.

Manley – In an industrial zone that is not an option.

Hampe – You said there is a max amount they can use for high-density?

Manley – In a CCM the most they can ask for is 50%. It is not an outright permitted use.

Schlotthauer – What is asked for and added to the Development Agreement, they can automatically do that?

Manley – Yes, whatever is embodied in the Development Agreement they can construct. The Agreement will be recorded against the land, so whomever owns this property must abide by the Development Agreement.

Applicant – Joseph Powell, - This area is close to the state line; there is an approved preliminary plat that staff referenced. A little history and status of this area, Wadsworth Development Group purchased the property in 2013 from the original developer. There was only Cabela's and Wal-Mart out there with the West Pointe Parkway and part of Baugh Way completed. This area has been vacant for several years now, the original plan and vision for this area was a couple of big box commercial development. There isn't much of a demand for this type of commercial which is why it has sat vacant for so long. Wadsworth has upgraded the roads, utilities, to try and partner with some developers, we have sold some pads and have seen minimal movement. When reaching out to some national retail the hesitance they have is due to lack of residential to support the use that is needed which is why we are bringing this request to you. The proposed change from industrial to community commercial mixed zone will help achieve the City's goals and create areas for residents to live, work and play. The current zoning has deterred retail and other commercial businesses throughout the years. The Future Land Use Map and Comp Plan shows this area as being Business/Commercial and the CCM request fits in with this criterion. We are requesting to have these types of development options in mind commercial, office, assisted living, town homes, multi-family, light industrial, hospitality, medical in hopes to really develop this area out. The focus area states that it should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and potentially additional residential. This request will help facilitate the Comp Plans goals and policies and allow for some traction in this area. Looking at the traffic patterns and road classifications, Beck Rd is a Major Arterial, and West Pointe Parkway was intended to be a commercial road to handle the higher traffic counts. We want to develop an area where the residents can walk to the services rather than always commuting to and from establishments. The goals reached by changing this zone; we would have the ability to create a master plan, develop and construct a mixed-use project with the true sense of place. This project would create a sustainable, walkable community where people can live, work, eat, shop and play and in turn reduce traffic impact on other neighborhoods and provide a high quality and affordable services to all residents. This will maintain a small-town feel that will provide access to parks and nature.

Ron, Redtail Multi-Family Development – We have partnered with Wadsworth for the 19-acre multi-family development area. If this is approved, we envision a pedestrian friendly apartment complex that will be set behind 3 acres of commercial. So, along Pointe Parkway would be 3 acres of commercial and set behind that would be 270-unit multi-family development. There would be 260, approximately, 1-3 story apartment buildings with about 6 townhome style units. Our goal is to promote walkability to the

current commercial as well as the future commercial in the area. This will help bring rooftops to the center and allow Wadsworth to build out their vision for this area. The community we are using as an example for this area is down in Boise, Kensington at Northe Pointe. They have retail in the front with multi-family to the back and a Wal-Mart across the main street.

Steffensen – As this develops West Pointe Parkway is the only route to access this area, correct? North Cabela Way won't be extended?

Powell – Currently that is the main thoroughfare, Beck Rd is the north-south.

Steffensen – Beck and Baugh you can get in there, but West Pointe is the only road to access the apartments, Cabela's, etc. This is the only way out as N. Cabela Way currently isn't connected to the north. This road is wide, and I am sure it can handle it just long term.

Powell – The intent is for N. Cabela Way to eventually connect however, there are the other property owners that would need to cooperate. Pointe Parkway does go to Beck and Baugh Way plus the new roadway to the south of Pointe Parkway for the commercial subdivision that was recently approved will be in place to help ease traffic.

Kimball – Are you okay with medical being added?

Powell – Yes, we do want to be open and are okay with medical being an option as well. The intent is to provide as many options as we can to bring in services that are needed in this area.

Kimball – Can you speak to national retailers needing more rooftops?

Powell – We have a few national retailers that we've done projects within other states, and they have looked in the area in the past and one of their criteria is to have more rooftops closer by to utilize their services. Their other reason for passing on this site is due to the Industrial zoning.

Kimball – Does the inclusion of multi-family get the rooftops above those thresholds, or would it still be below?

Powell – The multi-family gets it to the thresholds and shows there is movement in the area and have enough residents to support businesses in the area and or be the employees.

Manley – Need to clarify the fire comment within the staff report, if there was more than 200 units, they would need to have a secondary egress, Jeryl Archer was shown the proposed plan so, the Development Agreement has been updated to address the fire departments concern.

Kimball – Is that a building permit issue, mostly?

Manley – He would review this as part of either the Site Plan Review or the Building Permit, he wouldn't approve it. If there are fire access issues, he will not approve it.

Kimball – So, this isn't necessarily a zoning thing it is a building permit issue.

Manley – Correct.

Testimony:

In Favor – Read into the record by Davis – Chad Burd – I support the application to rezone to CCM.

Neutral - None

In Opposition – None

Comments:

1. Consistent with Future Land Use Map.

Kimball – The Land Use Map has this as Business/Commercial and CCM is an implementing zone, and the focus area talks about it specifically.

****All Commission Agreed****

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Schlotthauer – Goal 1, grow and sustain a balanced resilient economy for Post Falls. We have limited industrial and commercial space for folks to work and for a balance we need a balance between rooftops and for places people can work, shop, dine, all aspects of a balanced life. This area was specifically intended to be large commercial locations. Personally, I don't buy we need to have multi-family in this area for more retailers to come in. I don't think by adding 200 more units it will bring in another large store to come in, this is already broken up based on the preliminary plan for smaller commercial lots, which are in demand and if they are available these retailers/commercial companies will come.

Hampe – I agree.

Kimball – I respect where Schlotthauer is coming from, allot of the Comprehensive Plan talks about how we want walkability. We have a dire need for housing, we have commercial services in this area that exist and say we do approve the 280 or so apartment units here, that is 280 units that are not somewhere else. It will be walking distance next to Wal-Mart, walking distance to future commercial which means less traffic. The writing has been on the wall for this property for a long time, Wadsworth has owned for about 9 years and there has been little movement out there. The mall type location is gone, the malls around here are dying. When you integrate the residential component into this, it drives both, it solves a residential problem, a commercial business says they want to relocate to Post Falls however, there is no place for my employees to live. Now, they would be able to live across the street. This all dovetails into the goals and policies of the Comp Plan and I see this as a good fit and is an important component because of it.

Steffensen – I just want to state I can see both sides, I am not a retail person so I don't know if more rooftops will bring in business. What I see in the area and surrounding areas that there is allot of mixed-use products going in. I have friends that live within these areas, and you can walk to various businesses, I think this is where the trend is going. This land has been vacant for a while, and I feel anything we can do to bring business in so people can live and work in Post Falls is a good thing.

Kimball – To dovetail off that, the first real mixed-use that came into the area was Riverstone in Coeur d'Alene. It is important to remember that none of the businesses in this area took off until the apartments started to fill up. There weren't enough people to really push the retail. Now it is a lot more vibrant than it was 10 years ago because of the residential component being within walking distance. That is what they are shooting for here.

Davis – To Schlotthauer and Steffensen's points do the apartments bring in more of the big commercial here, I agree with you guys, it does not. But will it bring in the smaller businesses I think it absolutely will. To the Riverstone point, in Boise and other areas we have seen this happen. When you go out to this area now Panda Express is all that is out there. There is always a long line and so there are people that live out there that will benefit from this area growing maybe not the apartments but the businesses that will come they will. I agree, bigger businesses will not come however the smaller and mid-size businesses will come.

Hampe – I think comparing it to Riverstone is a real stretch. I don't see this area ever being a Riverstone, it is apples and oranges. I wouldn't be apposed to some high-density multi-family; however, I think they are requesting some large complexes. We keep taking the industrial and commercial land and constructing high-density multi-family on it. The history in this area is that we keep approving residential with industrial or commercial across the street and when these businesses try and come in, they get a lot of nay sayers from the residential. I just don't think they work well together. We just keep pushing out the businesses for apartments or other residential units and I don't like seeing that, I still go shopping.

Schlotthauer – Just seems like to much for this spot when there is such a finite quantity for this type of large commercial parcels. I'd rather see this become CCS with a Special Use Permit for a finite amount rather than a large pre-approved blocks for high-density multi-family.

Carey – I just must wonder, we will never get another big box of anything come in next to Wal-Mart. Something small would come in however, we won't see another big box store. I too hate seeing these large complexes come in everywhere however, they seem to be the only answer for these areas where you are trying to get some type of business to come in. I do agree, you need rooftops for it to pencil for the businesses to come.

Davis – I'm not going to speak for everyone, I would say when you look at that large scale of multi-family development compared to a mismatched and maybe misplaced infill small apartment, I would rather see this the larger, walkability, and parks. I think there is good opportunity there where you have a park and ride, restaurants eventually and food grocery access, not that I am a fan of it, but where else are you going to put multi-family.

Steffensen – So, we have option 1 and 2 for the multi-family however, in the draft Development Agreement it says 15.4 acres which would be within option 1 however that option says 16.5 acres. So, the R3 wouldn't take up the entirety of option 1 if we went with the draft, is that correct?

Schlotthauer – So, they are saying 30% of the entire area would be multi-family immediately. Then maybe some businesses would come if there were that multi-family.

Steffensen – The agreement states 28.5% which is the 15.4 acres what I am trying to understand is if you take both options, it is 19 acres which is more than the 15.

Davis – So, if you take the Draft Development Agreement, which we have looked at, it also states that development may not exceed 300 feet on that street. So, if you take option 1 you are taking it to 30.5 from 28.5%. Option 2 is 1 and 2 combined if I am not mistaken.

Steffensen – They can go up to 50% or we can go option 3.

Hampe – Where it would be something less.

Steffensen – Got it.

Schlotthauer – How much multi-family have we already approved just immediately to the east of this, it's a lot. There is already allot of rooftops that are coming. All around here we have approved multi-family. We can make it all multi-family and have nothing left very easily is what I believe will happen. It's just too much.

Davis – So, you are not necessarily opposed to multi-family to some capacity just smaller area.

Schlotthauer – I believe we must have multi-family, we have it going everywhere, once it is all built out where are we going to have industrial and commercial? To employee

these people and provide services, we need to preserve space. The intention for this area was just that and to change the zoning to have more, I just think it's a lot.

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

Steffensen – I think the staff report goes into it well with the size of W. Pointe Parkway which is the only entrance as of now. Already some commercial out there, so this fits with the area.

Kimball – From a traffic standpoint and street size is either a collector, standard or bigger I don't believe there are any local streets. I think this is met with the street sizes and land use, etc.

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

Davis – I believe Kimball just covered this – **there was no more added**

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

Not Applicable.

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

Kimball – The vast majority of this is industrial zoning except for Sysco most of the uses are commercial that is out there, however, the zone change is not applicable to this criteria.

Steffensen – I have one more question for Manley, how much industrial do we have there and what do you see as a trend within the industrial zone. Do you get requests for industrial or is it all commercial?

Manley – We get a lot of demand for research of service ready industrial, a site that already has sewer and water so they can just move in. The difference is in the square footage, 25k – 100k square feet most of the time they are looking for a quick lease. For this area, it has been industrial since the conception of it and has been sitting vacant. The Riverbend Commerce Park has gained a lot of interest to be absorbed quickly. I can say we do have the Technology Mixed Park that was recently annexed northwest corner of Hwy41 and Prairie. We also have a large area of industrial in west Post Falls that we also recently annexed. I don't have the amount of acreage quantified however, historically the absorption rate of industrial is slow.

Steffensen – When you say it has sat vacant as an industrial lot, you mean it has sat vacant as a 54-acre industrial lot. How many parcels is it currently?

Manley – There has been 3 large lots with a couple of pad sites of which the landowner could have done a boundary line adjustment to accommodate industrial users during a sale.

Hampe – So, it wasn't ready to go?

Manley – No, it was ready they could have connected to sewer and water and could have had a land transaction developed.

Steffensen – I think the point we are trying to make is if this were 30 industrial lots the likelihood of sale would have been much different than 1 54-acre lot.

Manley – I don't have the exact number, but I can say there are currently 10-20 platted lots already out there.

Schlotthauer – Currently platted?

Manley – Yes, let me pull up the aerial.

Davis – Herrington, with some of the conversation we are going into after the closing of the hearing, there are some new findings that we will be looking at could we re-open the hearing to give opportunity for continued conversation with not only staff but applicant?

Herrington – Yes, you can open the public hearing for new information you will have to give the same opportunity for rebuttal.

Schlotthauer – Do we need to reopen to ask staff for clarification?

Herrington – As long as it isn't new information the maps are in the staff report, this is just clarifying.

Davis – In order to be fair, the applicant seems to have information they would like to cover, correct? So, Manley go through your part.

Manley – So, this is the existing plat of lots that are currently out there. They could easily have been sold, submitted a site plan at that time we would have looked at sewer and water availability and anything that didn't meet the needs we would have conditioned for site plan approval. These lots could have been reconfigured through a BLA, which we recently adopted a new BLA process. There are currently 15 lots that are platted, like I said they could have moved things around a little for someone to buy and develop as industrial I don't know the date of recordation for this PLAT, but it has been that way sense my time here (about 13 years).

Hampe – How much of the surrounding property...

Davis - If everyone is fair with everything that we are discovering can we just re-open the hearing. ****Hearing was reopened****

Hampe – How much of the area has recently been approved for high-density multi-family?

Manley – Amelia Apartments, Apartment 26 I believe the two sites combined are currently about 470 units between the two.

Hampe – That are completed or?

Manley – No, they are under construction.

Hampe – We can assume that those will be rooftops that can draw in potential commercial businesses, correct?

Schlotthauer – To the north of there is more multi-family.

Manley – Yes, I believe those are the Remington Apartments, its full.

Hampe – How many are those?

Manley – I am not sure how many, but you also have Parkwood Apartments.

Davis – When you say its full?

Manley – Built out, its occupied.

Davis – Fully occupied, Herrington?

Herrington – It's 132 units.

Davis – 132 units that are completely full.

Hampe – So, 400 and something and then 132.

Kimball – Will you zoom out and show us the extent of the industrial corridor?

Manley – Here is all the industrial zoned land in Post Falls. Goes from Seltice up to Prairie along Pleasant View. Which then transitions to mixed zones and again some more industrial.

Schlotthauer – When do you think that will come online and industrial uses can move in?

Manley - A trucking facility is working on submitting applications and start construction sooner than later on the corner of Pleasant View and Prairie.

Hampe – Wasn't there an issue with getting sewer up there?

Manley – Maybe someone from Engineering would want to speak to that. I haven't been in any of the meetings to coordinate sewer.

Hampe – I remember when we brought that on there was some issues.

Seale – It is being worked through and in the process for a plan to get a sewer line up there. They intended to start construction on that next year. I believe it is about 2 years out, I believe the trucking company that wants to go in up there wants to be in service by the end of 2024. This will open the corridor and the city will also be doing some construction on the north side for a lift station.

Schlotthauer – So, in 2-3 years there might be some available parcels there.

Seale – Yes, there is allot of industrial land that is ready to roll but this site, Wal-Mart doesn't want industrial nearby.

Hampe – Can we quickly review what is allowed in industrial.

Manley – With sales and service you can see a little similarity for permitted uses for commercial.

Hampe – Everything with a P is permitted in industrial?

Manley – You can't do a car lot in the CCM, but you could in an industrial. You can't do a heavy equipment repair site in a CCM, but you can in an industrial. So, a heavy equipment repair center can go in next to Cabela's as it is currently zoned. In an industrial you can have a tractor heavy equipment dealership but not in CCM.

Hampe – You can do allot in an industrial though.

Manley – True, but as Mr. Seale stated, if you are Wal-Mart, you may not want a heavy equipment and tractor dealership next to you. It may not be deemed as a complimentary use.

Schlotthauer – That is a valid point but also, they may not have moved into the end of a residential cul-de-sac and built a Cabela's either.

Manley – I am just pointing out things. There are many items that are permitted in an industrial that are not in a CCM zone. Examples are an asphalt plant and manufacturing facilities the goal behind the Community Commercial Mixed was for community minded type of commercial and not allow allot of the nuisance oriented industrial. A wood products manufacturing is permitted outright in an industrial zone and potential in a CCM with a Special Use Permit so, maybe it would be an artisan woodworking type business that might be approved however if it was a big wood mill type of production you wouldn't necessarily want that in a CCM zoned area.

Schlotthauer – Heavy Industrial isn't a good fit there,

Manley – Heavy Industrial isn't even in the table.

Schlotthauer – CCS is more of the intent for this area and classically what it has been. So, the two reasonable options would be either CCS or CCM whether you want it to be more Commercial or more Residential is the bottom line.

Manley – A little history on that, they did request a CCS I believe was in 2017 or 2018 and was denied at Council. So, there original intent was for Commercial to get the zoning more inline with the Commercial Site Plan to get those pads developed.

Kimball – I have a quick question for the applicant, In the Title Report I see lots of things however, are there CC&R's that are restrictive regarding industrial?

Powell – The current CC&Rs are there to help maintain the common areas of the property to help maintain the beauty out there.

Chad Good – I oversee the land sales from Cabela's to Expo Parkway, I have represented Watson on the Expo projects and have over seen the recent transaction that have recently taken place within the Riverbend Park. The reason you cannot get an industrial user in this area is because Cabela's and Wal-Mart have exclusions as to who they will allow as users within a certain radius around their facilities.

Schlotthauer – By what mechanism?

Hampe – How can they tell people what can go there?

Good – It is in the deed.

Powell – They have exclusive rights when the property was sold to them.

Hampe – It's their property?

Good – No, it's a typical development exclusion if Target went in there, they wouldn't let Wal-Mart go in next door.

Schlotthauer – So, they made an agreement with the developer when they purchased the agreement?

Good – Cabela's isn't going to allow a North40 or a Dick's go in next to them. Which is why you have these types of developments so the big developers can have their exclusions, so you don't have Wal-Mart, Target, and everyone else on top of each other. With those exclusions, there are also industrial exclusions Wal-Mart wouldn't want an Amazon going in across the way, they will exclude that all day. Same with any type of manufacturer they want rooftops not a warehouse with 5 employees and trucks coming in and out.

Hampe – So, they get to choose what comes up, so it gets presented to them that a certain user wants to build here in this location will "you" approve it? Is that how it works.

Schlotthauer – I have one question of those 20 parcels or so, what is the listing history?

Good – Those lots have been on the market 7-8 years.

Schlotthauer – All of them?

Good – All of them.

Schlotthauer – As one sale or individual sales?

Good – it was a hodge podge of different plats I worked with Amazon on a few different sites before they went in and this was one of them however, they were excluded immediately. The marketing for users can be done in different ways and the plat lines can always be adjusted to fit the needs.

Powell – When Wadsworth development came on those agreements were already in place. This property has been zoned industrial from at least 2006 and those parcels have been available to be sold. From 2013 when we took over, they have been marketed and ready to sell and be developed right away. Due to restrictions and other reasons industrial hasn't happened, from 2006 to now industrial has been tried however, it isn't going to happen. We feel at this point a move towards the CCM allows us to work with City Council and Planning and Zoning Commission as well. From my understanding when the request for CCS in 2017 was denied the reason was due to Council not wanting individual property owners to keep coming back with Special Use Permits and ending up with allot more residential than what we are proposing. So, our request is so we can work together and come to an agreement that is palatable for you and what will work for this region. You had mentioned Cabela's doesn't want to be at the end of a residential zone however, they do want to see more residential there. If you look at the Wal-Mart at the other end of town there is a large, assisted living and apartment complex next to it. So, it makes sense that retail wants mixed-use and multi-family nearby it gives them daily customers.

Good – It isn't going to be industrial and never will be as long as Wal-Mart and Cabela's are there. I am an industrial guy; this case makes more sense to be a higher density.

Kimball – So, am I understanding this correctly that there is an agreement in a deed for this property that vetoes any sort of use that isn't compatible, is that a fair way of saying it?

Powell – It isn't as blanket as that, that can also restrict similar products or businesses like a Dick's Sporting Goods.

Kimball – Okay.

Seale – When we were in the process of creating the Community Commercial Mixed zone this was one of the specific areas in town that was specifically used to envision how that regulation and zone was being created and compiled. If you remember when we did the Comp Plan the map was adjusted to allow for CCM to fit in certain areas which was also grabbed into this area for the Business/Commercial Mixed on the Future Land Use Map. We went over a lot of iterations of the Future Land Use Map that ultimately changed it within this specific area because of the anticipation of this area moving away from the industrial type of use to a more Community Commercial type of mix.

Davis – Anyone have any other questions?

Hampe – I got mine answered.

Herrington – I would open it up for public comment.

Testimony:

In Favor – None

Neutral – None

In Opposition – None

Davis – Any other clarification, do we have to go through the criteria again?

Herrington – Yes – just kidding. Close the public hearing and just continue your deliberations.

Public Hearing Closed

Comments

Kimball – The applicant shed some light on why it hasn't developed as industrial due to the big box stores and their restrictions. If this stays industrial, it will make it difficult to develop in the future. There has been a lot of industrial that has recently been annexed that could and should take place of this.

Schlotthauer – I still don't buy that the developer completely tied their hands when they sold those two parcels so there's nothing left that they can possibly do, I don't buy that.

Hampe – But beside apartments.

Schlotthauer – I do like the mix I like the live/work I just think it is more than what the area was intended for. I think it is better that we bring pockets of commercial into our residential areas rather than bringing pockets of residential into our industrial and commercial areas. We can put a restriction in for our proposal.

Davis – If we went with option 3 something less than what was proposed.

Herrington – You can include it in as a recommendation for inclusion of the Development Agreement.

Hampe – How big is option 1 then? Is it just the 30.5?

Davis – Yes, the Development Agreement initially calls for 28.5.

Hampe – Yeah, okay.

Davis – The other two options would be 30.5 or 36% or if we don't like either one, we can propose something different.

Manley – To Clarify, we have a Draft Development Agreement has 28.5.

Schlotthauer – Is that depicted on your graphic?

Manley – Option 1 as it is graphically depicted is either the Draft DA or Option 1. The applicant responded with how they would prefer 30.5 rather than the 28.5 increasing the area marginally from 15.4 to 16.5; so, I through that on this graphic as option 1. I also knew the applicant wanted option 2 with an additional 3 acres but that increased it to 36.1%. This was my way of letting you know there was different items being discussed and to give you different options. Additionally, if you wanted something less, you also have that right because it is a Development Agreement.

Davis – The sticking point is if the Option 1 is what is in the Draft or the 30.5, I think it is one in the same.

Schlotthauer – I also think Option 2 is a lot less desirable for the property and the future commercial than option 1 as it is off in the corner so if it is in the area of 25% and within the location of area 1, I would be okay with it.

Davis – Your option would be #3 with approximately 25%.

Schlotthauer – Yes, in that area.

Steffensen – I would say let's go for what is in the draft within area 1 and like Schlotthauer stated, option 2 is not desirable so it would need to stay north of Pointe Parkway.

Kimball – I think the multi-family component is important even though I gravitate to a little more I would be okay with what is in the Draft Development Agreement.

Davis – 28.5

Kimball – Yeah, I gravitate in all honesty to the 30.5 because its only a 2% jump but that is more of a Council decision, I guess. My point being is that it is a really important component to it if we are talking about having a live, work, shop development. It's chicken and egg right, do you have the commercial first or the residential, which works best, I don't know.

Schlotthauer – Say we add only 25% up in that corner is there anything to prevent them from asking for a rezone next week?

Manley – That would be a major amendment to the Development Agreement and if it gets approved by City Council, that would be a long haul to ask for additional density.

Davis – Once we add this to the Development Agreement, it is a difficult process to change it.

Manley – This is the difference between a CCS and a CCM typically.

Kimball – This puts on limitations on where you can put it as well, so they can't just put it wherever they want. I would also agree the area south of Pointe Parkway is awkward. For the multi-family component and including the medical would be appropriate.

Schlotthauer – To preserve the area south of Pointe Parkway for commercial is a great idea.

Davis – Additionally, the owners must agree that multi-family must be located north of Pointe Parkway and may not exceed 380 feet of frontage on the street.

Schlotthauer – I say let's go with the draft to make it easy.

Carey – What would 25% be in acreage?

Steffensen – 13.53, not that I did the math or anything.

Motion to recommend approval to City Council finding the requested zoning meets the approval criteria found in the PFMC 18.16.010 and 18.20.100 as outlined in our deliberations and direct staff to prepare a Zoning Recommendation to include the Multi-Family component to be a 28.5% and limited to the 380 feet on Pointe Parkway as described in the Development Agreement with in the staff report as well as allowing medical uses in areas 1 and 2 as depicted in the map and with the CCM zoning designation. - Kimball

2nd By Schlotthauer

Vote Steffensen – Yes; Carey – Yes; Kimball – Yes; Davis – Yes; Schlotthauer – Yes; Hampe - No

Moved

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

Zone Change Criteria

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

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

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

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

Subdivision Review Criteria:

- Water will be provided by East Greenacres Irrigation District
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan. Existing homes, if remaining, will be required to connect to City sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.
- The subdivision should not have a negative impact on the local transportation system. Direct access from residential lots onto McGuire Rd will be prohibited (condition 8).
- The site is located over the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent upon annexation approval from City Council. The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).
- Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, multi-modal pathways, City water and water reclamations facilities.

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

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

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

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

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

Manley – Yes.

Kimball – Half-acre PUD.

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

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

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

Herrington – It's up to the applicant.

Schlotthauer – So, it's their decision.

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

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

Schlotthauer – I appreciate the explanation on that.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commission agrees

Testimony

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

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

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

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

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

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

Jacqueline Melendreras, Fisher Ave – Last year I was here, and I spoke about our apple orchard and our chicken house but today I'm hearing many requests of revising and changing zoning to high-density housing, so it can be accomplished many acres of large parcels are already being changed. So, that's what I heard today do, I'm here to talk about the prevention of pheasant extinction we were asked by the state to raise and release pheasants in our community since 2012 on and off. We've helped release hundreds of pheasants, fenced subdivisions and asphalt is opposite to the natural habitat necessary to survive and thrive. Right now, the hens are sitting on eggs so the next generation can survive. The closest subdivision to me at Chase and Fisher is called Pheasant. The beauty the builder recognized is no longer welcoming with tightly fenced backyards and concrete sidewalks and driveways or neighbor and we help the state to prevent the extinction of the pheasant population. I am here again asking for a tiny patch of the Prairie not to be taken away from them this is their home my land is their land. The beauty of preserving and being part of protecting our wildlife and watching god's creation in their natural setting has no equal. I am in opposition to changing our agricultural zoning and county way of life.

Joe Melendreras, 2604 Fisher Ave – My concern is at what point will we have enough R1 housing to where it doesn't impose on the county. When I purchased my property, it was very clear that the dividing line was between McGuire and the county. Those lines were very clear at the time. My question now is if we keep allowing this at what point does it stop at what point do us that chose to have a little chunk of land around us just to get crowded out or taxed out. That is my concern for you folks, I hope that when you decide on this that you rule against it and please preserve the life that we have chosen live, obviously life in north Idaho is changing drastically very rapidly and again at what point do we say we need to slow down and respect other people. I understand their financial

commitment and they need to get a return on that because anyone that is in business knows that but, is our livelihood less valuable than what they are proposing is.

Rebuttal – Ryne Stoker – Owner/Applicant – It was talked about making these half acres or an acre lots, the difficulty of that is in the engineering and part of the right of way we've already had to give away on this five-acre parcel. To make these half acre lots you'd combine 2 of the lots because they are about 10,000 square feet that will give you about 20,000 square feet these lots are currently 97 feet wide by about 104 feet deep. Part of the problem is out of a normal five-acre parcel it's about 330 feet wide by 660 feet deep, after we give the right-of-way for McGuire we're down to 275 feet so we have enough for a road and two side roads so our options to make these 5 or half acre parcels; imagine erasing every other property line or we could bring the road in all the way over to the Adams property. Take it down south of the Adams property and what you'd end up with is about a 100-foot-wide lot that's about 210 feet deep, so you end up with a lot of really unused land. This is why we ended up with this subdivision layout. I am not opposed to increasing the size of the lots we work the developers that we deal with to come up very specifically on what width works for them given those depths because normally you're dealing with about 125 – 130-foot-deep lots on these. *Continued to give different scenarios on how the lots could potentially be laid out however, the changes wouldn't make for a clean subdivision request. *

Hampe – Do you intend on putting a fence around the perimeter at all?

Stoker – I believe by a requirement we'd end up having to fence along McGuire and I'm not sure about Grange. We would end up having the builders put fences up around the property, that's what we have done with all the others.

Kimball – Condition 12 has it on both McGuire and along the Railroad. Requirement for fencing.

Stoker – I'm an engineer also, and this is the way the sight lays out. We could tweak around and do something to make the lots a little bit wider, we could bring the road all the way in over to the Adams Parcel and then cut it down, but it just didn't seem like the right thing to do. This was the best layout and we've got a transition somewhere between McGuire this is a great start in my opinion. Within about 2,640 feet you're in the Business/Commercial zoning so you must go from about half-acre lots and we think this is a good design to start transitioning.

Comments

Zoning Criteria:

1. Consistent with Future Land Use Map.

Kimball – The Land Use Map has this as Transitional and R1 is an implementing zone. So, it is in accordance with the land use map.

Schlotthauer – In that, R1S, wouldn't really be transitional.

Hampe – R1S wouldn't?

Schlotthauer – R1S would not be transitioning into the Business/Commercial.

Kimball – It is one of those things that when you look at it, we aren't used to seeing that Industrial corridor going up Pleasant View. So, once that is developed as industrial this will be a transition.

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Kimball – That staff report covers it pretty well and the applicant talked about it in their narrative. With it being a residential zoning whether R1 or R1S if the residential component out there meets those goals as defined in the Comprehensive Plan.

Hampe – I think R1S would be more compatible. Because everything to the east is.

Carey – For the Future Land Use Designation it wouldn't be compatible as an R1S, it wouldn't be transitional that is what this property is, right?

All Agreed with this comment

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

Steffensen – The staff report talked about this, at least with the traffic patterns so Grange can handle this and as we're talking it's in a transitional area so is this the proper zone for the future land uses of this area. The aquifer is always something that's geographic in this area.

Schlotthauer - And you've got the railroad tracks right there which are I think an excellent area to start transitioning because they make it less desirable for the larger lots.

Hampe – So, by transitioning we are just completely looking at that as going from low-density to business commercial. So, from the west side of McGuire everything has to start being R1 or multi-family, if it's transitioning there is no other option, correct? Or is it in a space that is not yet determined. I have a hard time believing everything to the west of McGuire has now start becoming higher density so it can but up to business, I am having a hard time swallowing that.

Kimball – One of the parts about this transition that the applicant is making an effort to do is making sure it isn't the minimum lot size, there is no in-between right. The R1S is 1-acre lots and the PUD Ordinance no longer allows them to increase density, it used to but, doesn't anymore. So, that means 1 unit per acre in an R1S one of the benefits of seeing the subdivision is that we can see they are going for 1.5 times the lot size.

Hampe – Agreed, they are not bad lot sizes I am just having a hard time believing that everyone thinks everything west of McGuire must be higher density until it meets Corbin.

Davis – I don't everyone thinks like that though.

Hampe – Okay, so what does transitional mean then?

Manley – The focus area in Appendix A in the Comprehensive Plan, the key purpose of that is to help provide additional guidance. So, that's where in the transitional you can look at the focus area and what it says in there which will help delineate land use applications consideration. You are having the lower density on the east side of the road, and you are having business/commercial and industrial type stuff to the west. It might be worth re-visiting those focus areas as you are reviewing these types of transitional applications.

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

Not Applicable

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

Kimball – I think this is pretty straight forward, nothing is high-intense urban activity around this area.

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

Not Applicable

Schlotthauer – This is in the reverse; we are trying to keep the larger lots away from the industrial that is along Pleasant View.

Steffensen – Can we talk about the density cap? How does that work?

Manley – That would be applied at the annexation element with the City Council, I believe.

Herrington – Similar to the last one, you can bring it forward as a recommendation for inclusion of the Annexation Agreement.

Schlotthauer – Aren't these two tied together though, they are presented together but are they tied? Are the details of the subdivision, aren't they tied to the annexation?

Manley – Yes

Schlotthauer – So if they are tied

Steffensen – Say we adjust this density cap lower; the subdivision picture will obviously change.

Herrington – Right, they would have to resubmit the subdivision.

Kimball – If we wanted to hold their feet to the fire and make sure they don't do a bait and switch, which they didn't do with their other developments. It doesn't mean they won't sell it to someone who would. We could give a density cap; they have 2.67 we could give them tiny wiggle room and go 2.7 units per acre.

Schlotthauer – I don't know if that is necessary or not being they are being presented together.

Kimball – I think they go hand in hand and gives City Council and the community some reassurance that won't try and go 6500 square feet lots with a future application.

Schlotthauer – I think what they presented is pretty responsible.

Steffensen – I kind of think the lots are a little small, I know how big my lot is and I was looking at this map and I know there is no way I am getting a shop on my lot so. Some of these are bigger but not all of them. You are going from half acre to about a quarter acre and I would like to find something in-between.

Schlotthauer – It might be reasonable to increase the recommendation to give them a better chance of approval for Council, I am not real sure.

Hampe – I would like to see them larger; I am not against R1 I would like to see them larger though.

Kimball – I think that when I go for a walk and end up at Chase Hill and look out over Montrose and the Meadows, I just see an ocean of rooftops. I don't see a lot of difference from that perspective, the 10,000 square foot, 1-acre, half acre, or 7,000 square foot lots its an urban environment. We are city, we are an urban environment we are growing. A 10,000 square foot lot with the width that they are most houses are in that 65-foot range so 100 foot gives plenty of room to get around to the back. And putting a little shop, not a big shop it won't be 6500 square feet, but it will be the putter around shop. We don't have a zoning in-between, and I don't think it is necessarily our job to try and create one on the fly and I think they have presented a subdivision that is bigger than most, bigger lots than most. This will fill a need in our community even though we are talking about the zoning right now and not the subdivision. I think the R1 zoning is appropriate and the R1S zoning, you can no longer change the density with a PUD, and this is 12.34 acres so with an R1S its only 12 houses there is no opportunity

for them to do a PUD for half acre lots and get 24 our code has changed sense Prairie Meadows was done. The whole reason they did that is so people wouldn't do a bait and switch with and R1S and ask for a PUD. They brought forth an R1 zoning request and R1 subdivision, so we know what we are going to get and to ultimately show City Council. Talking about zoning I don't think and R1S is appropriate for this land and in the 90's it worked but those were 20-30 acre parcels it wasn't 5-acre chunks. As the city moves west the R1S is inappropriate, and I think R1 is, and it is just now based on a development pattern that will transition well over to Corbin.

Steffensen – I am not saying I am against it, I think these lots are a little to small and a better transition would be for them to be bigger. I am not saying R1S but a density cap of 2.3 or 2.4 which isn't much it will just give that little extra. Instead of 33 lots it would be 27 or 28.

Schlotthauer – I think what they have is responsible and I don't want to overreach and think a motion to approve as is would be the most appropriate.

Motion to recommend approval to City Council finding approval criteria within the PFMC 18.16.010 and 18.20.100 as outlined in our deliberations and direct staff to prepare a Zoning Recommendation with an R1 zoning – Schlotthauer.

2nd by Kimball

Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - No

Moved

Subdivision Review Criteria:

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

Kimball – The will serve letter from East Greenacres covers that.

Commission Agreed

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

Carey – The City of Post Falls Sewer and they said it has adequate capacity.

Schlotthauer – I feel like I am having a dejavue moment with another development around here where there needed to be improvements to the pump station? Yes or no it wasn't this area will be fine.

Engineering said no.

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

Kimball – The lots will access local streets and they are providing right-of-way improvements on the arterial. So, that is consistent with the transportation element and there is a restriction on access from McGuire.

Commission Agreed

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

Carey – Staff said there was none known.

Davis – Right, there was nothing presented.

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

Carey – Staff report said it conformed to Title 17 and 18.

Kimball – As long as it is zoned.

Herrington – This is where you are considering it R1.

Kimball – Assuming it is R1.

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

Kimball – The impact fees will be paid at time of permit, and they are paying to widen McGuire.

Schlotthauer – That is no small favor we are asking of them, and it is a lot of land being dedicated and a lot of expense. This also further justifies the lot sizes.

Motion to approve finding it meets approval criteria in the PFMC 17.12.060 as outlined in our deliberation subject to conditions 1-13 found in the staff report and direct staff to prepare a written Reasoned Decision. - Carey

2nd Kimball

Vote Steffensen – No; Carey – Yes; Kimball – Yes; Davis – Yes; Schlotthauer – Yes; Hampe - Yes

Moved

- D. **Zoning Recommendation** for School District Zone Change File No. ZC-22-4 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Public Reserve (PR) of approximately 3 school sites. The requested action is to rezone 3 school sites with the City of Post Falls from Single-Family Residential R1 zoning to the Public Reserve PR zoning district. A little commentary as to why staff is presenting this, it might have been 10 years ago that we got rid of the Public Reserve zone because it was mismatched. There were private developments that were Public Reserve and there was no consistency so we did away with it with the idea that someday we would bring it back. The other caveat on that is for the school sites with the current R1 zone that it was designated and required them to apply for a Special Use Permit for any type of changes. We already know their use, it's a school and this zone, Public Reserve PR, will allow them to function as a school for any future developments. Many of the Zone Change Criteria are not applicable however, we do need to see if it matches up with the Future Land Use Map, the traffic patterns goals and policies and existing development, land uses and community plan. These are already developed sites so; we are doing a cleanup.

Zoning Criteria:

- The Future Land Use sees this as low density residential which would be consistent with ad R1 but, when you look at Public Reserve zone you see it is consistent with all Future Land Use designations within the Comp Plan. The must be at least 20 acres and all of these sites are all 20 acres. Staff is in discussions with the School District about the smaller sites and how to deal with them and what's the best course of action. But in just dealing with these 4 parcels, 3 sites

you can see that in the low-density public facilities is highlighted as an option which schools would be considered.

The other ones really aren't applicable like commercial and high density. Looking at limited neighborhood commercial or the industrial so the other three criteria really aren't applicable. Agencies routed and the responses are repetitive from the other hearings.

Hampe – So, the schools are there, they're existing.

Manley – Yeah, they are existing.

Hampe – We are just putting them into an appropriate zone instead of an R1.

Manley – Yeah, and they were notified.

Schlotthauer – What would they have to do with their Special Use Permit if they want to put in an addition on currently.

Manley – Currently in addition they would have to come in for a Special Use Permit.

Hampe – Okay

Manley – It slows them down, they try to get a contractor in line, and get their budgets to get their, to meet their needs at the school. That 3–5-month lag could cost them, especially now with the supply chain issues could negatively affect a school and their desires to meet the next school year's needs.

Hampe – So would this be a recommendation as well?

Manley – Yes

Schlotthauer – So, we are basically saying we are trusting the schools to do the right thing and not have any input.

Manley – Yeah, more or less.

Kimball – Public Reserve zone is pretty limiting they just get to do their school stuff.

Hampe – Well, I'm on board.

Kimball – No multi-family there.

Testimony:

In Favor – None

Neutral – None

In Opposition - None

Comments

Zoning Criteria:

1. Consistent with Future Land Use Map.

Commission Agree it is

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Commission Agree it is

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

Kimball – They are existing uses, this is housekeeping.

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

Not Applicable

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

Not Applicable

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

Not Applicable

Motion to recommend approval to City Council finding requested zoning meets the approved criteria found in the PFMC as outlined in our deliberations and direct staff to prepare a Zoning Recommendation with the Public Reserve PR zoning - Hampe 2nd by Carey

Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Davis – Stated he appreciates how they can discuss each item with the goal of what is best for the city as it continues to grow. They follow the rules and work hard to read through the packets and hopes the time that is put in is recognized.

7. ADJOURNMENT 8:55PM

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

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

Chair: Ryan Davis Vice Chair: Ray Kimball

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

Date: _____

Chair: _____

Attest: _____

Jacklin Prairie Annexation File No. ANNEX-0012-2021

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Rand Wichman

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

REQUEST: Zoning recommendation of Community Commercial Mixed (CCM) of approximately 94.049 acres AS DEPICTED IN EXHIBIT S-4.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Exhibit Map
4. A-4 Auth Letter
5. A-5 Title Report
6. A-7 Will Serve
7. A-8 Concept
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. S-4 Annexation Development Agreement
12. PA-1 KCFR Comments
13. PA-2 PFPD Comments
14. PA-3 PFHD Comments
15. PA-4 DEQ Comments
16. PC-1 Beesley Comments
17. PC-2 Burns Comments
18. PC-3 Stucki Comments
19. PC-4 Moore Comments
20. PC-5 Sgantas Comments
21. PZ Staff Report
22. Testimony at the May 10, 2022 Planning and Zoning Commission hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 10, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager.

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning of Community Commercial Mixed (CCM) on approximately 94.049 acres upon the annexation into the City of Post Falls. He explained that the CCM zone requires a development agreement that creates a container for conditions that otherwise would not be allowed through other types of zoning. He stated that within this development agreement is the condition that no residential will be allowed within the 94.049 acres. Unlike a CCS some where an applicant could present a Special Use Permit for residential, the development agreement provides this condition that you could not get through typical Euclidean zoning. He indicated that they are also proposing an 11 acre K-12 school site as part of this 94.049 acres.

Mr. Manley explained that typically CCM Zone allows permitted and special uses that are allowed in the CCS zone. He indicated that Multi-family residential uses may not exceed fifty percent of the total development site, noting that this is not by right, this is the point of the development agreement is that the applicant can propose anything between zero and fifty percent. He noted the CCM is a little different from the CCS in that there is a give and take, with the development agreement you get more conditions of control and you give up some leeway as to things like height. He explained that in the CCM you can have structures up to 105 feet in which you cannot do in the CCS and you may exceed that 105 feet, by special use permit, for medical, hospitality, and vertical mixed use buildings. He noted that because there is no residential the uses available to exceed that height limitation by special use permit under this proposal would be medical and hospitality.

He explained that the general location is northwest corner of Prairie and the future extension of Fennecus Rd. and Prairie would be the southern boundary. The western boundary would be the future extension of Zorros. He noted the location of the future school side and that the property is bisected by the Prairie trail system.

Mr. Manley testified that the site is currently is Agriculture land in the county with no significant topology or vegetation over the Rathdrum Aquifer. He stated that water will be provided by Ross Point Water District, as per the Will Serve Letter, and by the City of Post Falls will provide sewer service.

Mr. Manley testified that the Future Land Use Map designated the area as Transitional and therefore we look to the associated focus area and compatibility with adjacent zones. He explained that that this area is within the 41 North focus area, which provides for multi-family, commercial, and tech uses near higher classified roadways. He explained that Prairie Ave. is an arterial and Zorros and Fennecus would support the commercial uses in the CCM zone. He described that development would provide connectivity to multi-use paths and trails, including the Prairie Trail, which crosses the property and would aid in providing that connectivity.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal one, three, five, seven, eight, and twelve are possibly relevant and applicable goals. He testified that policies one, two, three, and seven, as well as those in the staff report may be appropriate for consideration by the Commission.

Mr. Manley testified that to the west we have proposed commercial uses, there will be grocer and a fitness center as well as other commercial pads, to the west along 41 is designated business commercial where we will likely see a proposed mix of commercial and mix of housing product on the backside of that. He explained that typical planning methods would project that we will get higher uses along major corridors because traffic counts warrant those higher uses, be it commercial or multi-family then transitioning to single-family development to support that mix of commercial and housing.

Mr. Manley testified that the future Prairie Trail will run through the project and abut up against the future school site and with development there will be pedestrian and street connections. Corridor access and circulation for commercial and mixed-use areas abutting limited-access arterials may be addressed with the extension of Zorros and Fennecus Rd.

Mr. Manley testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that the site is located along higher classified roadways of Prairie Ave.

Mr. Manley testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. He explained that circa year 2000 this would have been out in the middle of nowhere and now in 2020, this corner of Highway 41 and Prairie is probably going to evolve here in the short term, this criteria is applicable at this time.

Mr. Manley testified that the last criteria is inapplicable as there is not a request for industrial zoning.

Mr. Manley testified that all agencies have been notified and Kootenai Fire continues to say they are in partnership with the city and will provide comments through the permitting and subdivision process. He noted that Post Falls Police Department remains neutral, Post Falls Highway District requests the rights of way dedication be 60' minimum from centerline on Prairie Ave., and the Department of Environmental Quality has no impact comments currently.

Mr. Manley responding to a question from the Commission noted that the intent of the development agreement was to prohibit residential however the Commission can recommend changes for consideration by council.

Mr. Manley responding to a question from the Commission indicated that multi-story buildings are about 10 feet per story so 105 feet limitation would likely be an 8 story building when accounting for the pitched roof.

Field Herrington, Deputy City Attorney

Mr. Herrington clarified that Article 5.2 of the development agreement states that owner agrees not to construct any residential land uses on the property.

Robert Palus, Assistant City Engineer

Mr. Palus responding to a question from the Commission regarding the statement that the city does not warrant the sanitary sewer capacity will be available at time the owner requests connection to the sanitary sewer system. Mr. Palus explained that the statement is somewhat of a boilerplate statement and applies to any project that comes before us. He noted that if it were built today, we would have capacity to handle what they are proposing to do however, if they don't develop for a few years, we do not have control over everything else going on in the city. He noted that there are some limitations at the 12th Ave lift station and the city is scheduled to build those necessary improvements in 2025. He reaffirmed that the city has the capacity to support the developments along Highway 41 and what is being proposed tonight however, there is never a guarantee.

Rand Wichman, Applicant

Mr. Wichman testified that the proposal is next to the old Jacklin Farm, majority of the land to the east, west, and northwest of the proposal is owned by Jacklin. He explained that this proposal is within the transitional area and they view this area the transition between the heavier commercial uses and lighter residential uses which is why the CCM zoning is being requested. He noted that it allows for the uses we envision at this site, prohibits the most intensive commercial uses allowed by CCS, and proposed prohibition on residential uses in the Development Agreement due to community concerns.

Mr. Wichman testified that because of how long it took us to get into the process of this annexation we lost an interested user, we are hopeful to gain interest from a similar user again once we are done with the processes. Therefore, he explained that we proposed no residential uses, and we feel this

development can be successful without residential uses. He stated that the comparison between the CCM and CCS are extensive and go beyond what I have. He explained that the uses allowed in CCS but not in CCM are Hotels/Motels, destination shopping centers, auto/RV/manufactured home/boat dealerships, big box commercial, lumber yard/building materials, many auto related services, and industrial and manufacturing uses.

Mr. Wichman testified that there is a school site on 11-acres which is another reason why we are interested in moving forward with this annexation. He claimed that they are well along with their site-plan and it will be a public charter school. He indicated that there will be great access off Fennecus, north and south and the Prairie Trail, east to west. He illustrated that the Development Agreement has mostly standard requirements there are specific provisions related to wastewater and numerous easement and right-of-way dedications. He attested that they do have the restriction on residential development and the construction of the Prairie Trail from Prairie Ave. to Highway 41 will be developed, approximately .9 miles.

Mr. Wichman testified that the road network might be laid out differently than what is shown, for example, from Prairie to the school site Fennecus may curve to preserve the existing trees in that area. He noted that there will also be internal connections that are not designed yet, Fennecus and Zorros will connect north and south.

Mr. Wichman testified that they believe this request meets the approval criteria and the "Transitional" use within the Future Land Use Map, implements the plans that have been created for this area by the city and the requested zoning has significant benefit to the city with the least amount of impact on the infrastructure and services.

Mr. Wichman in response to a question from the Commission regarding timing of buildout stated, he was unsure of the entire buildout schedule however they will commence on the construction improvements and subdividing as soon as possible. He professed that the school is red hot to get going and we need to support them and we will work towards getting the first phase done as quickly as possible. He explained that the school wanted to build last fall so we will work diligently to support their efforts.

Mr. Wichman in response to a question from the Commission regarding the maximum 105 foot height of buildings stated that because the proposal has no residential, he did not think it made sense to build up that high. He indicated that if it is a concern, they will not object to a height restriction being added to the Development Agreement.

Jon Manley, Planning Manager

Mr. Manley testified to make a quick correction on the allowed/not allowed uses, there is an issue with the land use table as it has many columns and thought there was a misread between the Residential Mixed and the Community Commercial Mixed zones. He clarified that some uses allowed in CCS and not CCM would be a racetrack, slaughterhouse, glass manufacturing, etc. and generally most uses within the CCS can be within the CCM as well either permitted outright or by a Special Use Permit.

Public Testimony:

The hearing was opened for public testimony.

Wade Jacklin (Brief Written Comment Read into Record)

Mr. Jacklin testified that this is a great use of land to provide commercial and retail services for folks living in Rathdrum and Post Falls. Helps eliminate traffic with services that are closer and more accessible to many area residents. More job opportunities for locals.

Shawn Howell (Brief Written Comment Read into Record)

Mr. Howell testified in favor of this annexation and school that is involved and it meets Policy 10.

Nancy Spencer (Brief Written Comment Read into Record)

Ms. Spencer testified that she wants this annexation to go forward.

Shannon Stucki (Brief Written Comment Read into Record)

Ms. Stucki testified that the Jacklin Prairie Annex is consistent with goals 1, 3, 5, 7, and 11 and policies 2, 3, 4, 10, 25, 87, and 102 found in the Comprehensive Plan of Post Falls. This school will bring prosperity while improving the small town feel and promoting pride in this city. Pedestrian friendly zones will be added to this area because of this school. The location will be accessible via the bike path which contributes to several policies and goals of this city.

Heather Clute (Brief Written Comment Read into Record)

Ms. Clute testified that we need a school for parents who value classical education. Our kids currently homeschool, and this school would help our family immensely. The location is ideal and beautifully designed. It is very centrally located for many people around Kootenai County. Please allow the annexation.

Damon Clute (Brief Written Comment Read into Record)

Mr. Clute testified that we need other options than traditional public schools. This public school teaches values that more align with mine.

Ed Kaitz

Mr. Kaitz testified that he is the board chair for the proposed Kootenai Classical Academy. He explained they started in 2018 to get the school chartered through the state and were approved in December. He advocated that the Hillsdale College in Michigan started these schools in 2012 to bring back classical education to kids and to help the students develop their minds as well as their moral virtues. He believes there are 26 schools across the country and they have 1200 kids on our interest list already this is a great opportunity for Post Falls. He noted that Coeur d'Alene and Rathdrum both have Public Charter Schools which are free education, it is the same education one would get at Gonzaga Prep for free. He stated that the testing level is at a college level however, we don't teach towards the test we teach the value and love of education. He explained that it has been difficult to find property here and we have a red-hot timeline as they need a year to develop the school and we plan to open in the fall of 2023 as a K-8 to start. He testified that it supports the goals and policies as well, especially 11, with the civic and arts as we have a wonderful community outreach. He noted that the Prairie Trail will be a wonderful opportunity for kids to be able to ride their bikes to school and we need more schools in this area majority of them are at or exceeding capacity.

Michael Burgess

Mr. Burgess spoke on behalf of Kootenai Classical Academy Founders Board, of which he is a director. He testified that they are in favor of this plan going forward and that the zoning of the Jacklin Commercial acreage is compatible with the school. He explained that the feeling of community will be grown and preserved, the growth is beneficial it adds an ideal education opportunity, and this proposal particularly speaks to goal 11, policy 102 and policy 10.

Gary Retter

Mr. Retter testified that he is the owner/operator of the Peak Health and Wellness centers. They are

full-service clubs and our current location in Post Falls is by Super One. He explained that their new location will be in the Prairie shopping center adjacent to the proposal tonight. He testified that he is in favor of this proposal as it will complement the Prairie shopping center site, we selected this site because of Highway 41 and Prairie as it will become a regional hub. He explained that this development will alleviate a lot of the traffic issues our area currently has.

Roalene Sgantas

Ms. Sgantas testified that she owns a small tax service here and is in favor because I love Hillsdale, the curriculum is fantastic. She explained that her 11-year-old adopted son is currently enrolled in Treaty Rock and she is excited he was accepted into the Charter CDA Academy as he isn't being challenged in the public schools. She felt that we need to be patient with the things that are worthwhile like this school.

Samantha Steigleder

Ms. Steigleder testified in favor of this request as she is in favor of the Development Agreement that has no residential in it as I am usually up here in opposition to more high-density residential in Post Falls. She stated that classical education is a wonderful thing and my 8-year-old got excited to learn that is what this new school what because even he knows it is amazing. She stated that whether a child is advanced or not this school is the right fit for all of them, she didn't know if we can say no to that, I hope you do not say no to it.

Michael Schelstrate

Mr. Schelstrate testified that this annexation on a great location whether you support private or public education will be a tremendous asset. Particularly on the Prairie arterials, bike path extension and the expansion of Highway 41.

Nina Beesley

Ms. Beesley testified that she is on the Rathdrum Planning and Zoning Commission, so these types of things are familiar to me. She explained that it is consistent with the goals and policies of the comprehensive plan. This land supports community needs, Goal-7, area schools are over capacity. She explained that they get letters from the Lakeland Joint School District expressing their concerns that the impact has on their schools and 2 years ago, there was an article in the CDA Press about the school's hitting capacity, a committee developed the CDASD 2020-2030 Long Range Facilities Plan. The report found that 10 of the districts 18 schools were at or over 100% capacity. Half of the elementary schools ranged from 100%-129% capacity in 2019 and the committee predicted one facility would hit 192.7% capacity by 2030. These concerns are also affecting the high schools they are currently at 103% capacity. The proposal will provide a needed service to the community and our students.

Michael More

Mr. More testified that he wholeheartedly supports the proposed annexation of the Jacklin-Prairie 94.049 acres for the sake of diversity within the Post Falls community. He explained that he taught at a Montana Classical school and it was a wonderful experience.

Sarah Fisher

Ms. Fisher testified that our community needs a school that emphasizes well-rounded education and character and virtue development of the next generation, who will directly impact the standard of living here in North Idaho. Preserving the character and work ethic of the next generation is preserving North Idaho.

Victoria O'Sullivan

Ms. O'Sullivan testified that her husband's family has been in the area for 30 years and he was part of the first graduating class for the CDA Charter School. Most Charter schools focus on academics however Kootenai Classical focus on the student, arts, sports, music, and special needs they work towards a well-rounded educational experience. She explained her is a musician, and my son is special needs and there isn't a school that fits for our whole family. She thought that it is incredible that they are trying to do it all, it is ambitious. She stated that she has been against 90% of the development because they fail to invest in the future and the community just seems like they just cram everything in.

Duane Oliver (Brief Written Comment Read into Record)

Mr. Oliver testified that Post Falls needs a school badly as well as local business uses.

GVD Partners, LP (Brief Written Comment Read into Record)

This correspondence is in response to the Notice of Public Hearing for the Jacklin Prairie Annexation. GVD Partners, LP, as an adjacent landowner objects to the Application for the following reasons: GVD believes the Jacklin site should contain a residential component and that it is procedurally improper to apply for a zoning classification while simultaneously rejecting an intrinsic portion of the requested zoning classification. Furthermore, restricting against a residential component is wrong and goes against proper planning, as adjacent residential would help curtail overall driving miles and therefore demands on public infrastructure. In addition, it would also help provide housing for young people and other housing seekers. In summary, GVD remains steadfast in its belief that the City of Post Falls should suspend any further CCM/CCS zoning applications and/or annexations for such purposes until such time as the currently zoned CCM/CCS developments are built out and the city is able to approve zoning requests without inappropriate modifications to the zoning classification. As such, GVD is respectfully objecting to the application.

Rebuttal

Rand Wichman, Applicant

Mr. Wichman testified he wanted to apologize to the Commission for my error in the presentation with the differences of the CCS and CCM zones, he did misread the table. Please disregard that section of my presentation.

Questions for Staff:

Jon Manley, Planning Manager.

Mr. Manley, in response to a question from the Commission, stated that the height exceptions for medical, hospitality and vertical mixed use, the 45 feet for hospitality is a little limiting with the hotel that wanted to go in down the street and a medical facility would sometimes need a higher height.

Field Herrington, Deputy City Attorney.

Mr. Herrington clarified that to exceed the 105 feet would require a Special Use Permit.

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Community Commercial Mixed (CCM) on 94.049 acres as part of the annexation into the City of Post Falls. The Future Land Use Map designates this area as Transitional within the 41 North focus area.

The proposed zone 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.

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

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

Based on the testimony provided and the staff report, the Commission finds the requested zoning is consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

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

The Community Commercial Mixed (CCM) zone is intended to accommodate both commercial and high-density residential development at densities permitted by the high-density multi-family residential (R3) zone in a mixed-use development pattern. This zone should be applied in areas primarily located near arterials and collector streets to support commercial, residential, professional office, and civic uses that support an accessible work, live, and shop environment. Approval of the Community Commercial Mixed (CCM) zone requires a development agreement regulating the development site as provided in section [18.20.190](#) of this title.

- a. The CCM zone is appropriate for:
 - i. Areas designated Commercial, Commercial Mixed, Business Industrial, or Transitional in the Comprehensive Plan.
 - ii. Areas readily serviced by collector and arterial streets suitable for higher levels of traffic.

- iii. Areas where other public services are sufficiently available for the intensity of use
- iv. Areas where the configuration of municipal infrastructure and neighboring land uses are compatible with the uses allowed in the CCM zone.
- b. Permitted Uses: Permitted and specially permitted uses in the CCM zone are listed in the land use table in Section 18.20.030 of this title. Multi-family residential uses may not exceed fifty percent (50%) of the total development site. Multi-family uses that are incorporated into vertical mixed-use buildings are excluded from this calculation.

The Commission Notes that the Development Agreement proposed by applicant is for no residential uses to be allowed within the proposed Annexation Area.

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.

Placing Commercial Services along Prairie Ave is an appropriate area for more intense urban growth supporting an accessible work, live, and shop environment in this area serviced by a street suitable for higher levels of traffic.

The Commission finds that the proposal maintains and improves the Cities 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 11: Sustain and expand Post Falls' arts, cultural and civic environment.

Testimony was provided that the school providing classical education will be an opportunity to encourage and expand community arts programming, historic and cultural resources which will benefit the civic health, quality of life, and economic vitality of Post Falls.

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.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service.
- Foster the long-term fiscal health of the community;
Creating addition commercial opportunities assists in creating a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health and in return increases their value and assist in contributing to the long-term fiscal health of the community.
- Maintain and enhance resident quality of life;
The proposed annexation is in the area that may provide commercial amenities currently unavailable to existing and future residents in the vicinity.
- Promote compatible, well-designed development;
Providing the opportunities for creating the variety of service, retail, and office in the Community Commercial Mixed (CCM) such as this proposal promotes compatible, well-designed development.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
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;
This is addressed by the first review criterion of this recommendation.
- Compatibility with the surrounding land uses;
Surrounding this property are mostly undeveloped lands either in Kootenai County or in the City of Post Falls. To west and in the city is a planned commercial development site with an approved commercial subdivision. The Commission finds this proposal compatible with the surrounding land uses.

- Infrastructure and service plans;
Ross Point Water District would provide water and the city of Post Falls would provide Sanitary Sewer. The planned street infrastructure and service plans for the area would support the proposed zone as it is consistent with the anticipated land uses and trip generations within the City's Transportation Master Plan.

Road System Details:

Fennecus Road is classified as Major Collector Roadway and the ½ Mile Backage Roadway to State Highway 41. Zorros Road and Harvest Avenue are classified as a Minor Collector Roadways. Zorros Road serves as a ¼ Backage Road to SH41. Harvest Avenue will provide connection, per the City's Transportation Master Plan, from the north/south roadways to SH41 with a future signalized intersection. The intersections of Zorros Road and Fennecus Road are planned to intersect Prairie Avenue with multi-lane roundabouts. Driveway access would be required to conform with City Standards that prohibit single family and duplex developments from having approaches that access onto roadways classified as collector or higher. Prairie Ave. would require more stringent access control, conforming with the KMPO Critical Arterial Corridor Policy.

The intersection of Prairie Avenue / Zorros Road is in preliminary development for the construction of a roundabout, associated with the Prairie Crossing Shopping Center (in development, immediately to the west). The City's master plan also identifies a future roundabout at the intersection of Prairie Avenue / Fennecus Road. The timing for construction of this future roundabout would be based upon traffic volumes.

Development would be required to be consistent with the Annexation and Development Agreement.

Water and Sanitary Sewer:

Water: Water service is provided by Ross Point Water District. Development would be required to be consistent with the Annexation and Development Agreement (Exhibit S-4).

Sanitary Sewer: The Owner will be required 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. The property is within the 12th Avenue Force Main and Meyer Alternative Line Surcharge Basins. The applicant has had a sewer study conducted that shows the flows can be rerouted to a different sewer service basin without negative impacts to the City's collection system. The rerouted sewer will not have any surcharges associated with the Meyer Alternative Basin. The property will be subject to the Surcharges for the 12th Avenue Force Main. Established surcharges fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property.

Development would be required to be consistent with the Annexation and Development Agreement.

- Existing and future traffic patterns;
The requested zoning is consistent with the anticipated land uses and trip generations within the City's Transportation Master Plan. Development would include the construction of identified roadway infrastructure within the City's Transportation Master Plan and the SH41 Corridor Master Plan (KMPO). Per the findings of local and regional planning documents, provisions of these improvements will facilitate the efficient movement of commerce and vehicles.

- 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.

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

The proposed location for additional Commercial Development upon development of the area provides the necessary amenities to enhance resident quality of life by providing additional opportunities of commerce and education as the planned future Prairie trail runs through this site.

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

The CCM zone in this area provides this opportunity. The SH41 backage road system encourages internal and local circulation parallel to SH41, preserving capacity for longer “regional” trips.

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

Redevelopment of this area would be considered compatible and is currently under-utilized.

Policy 10: Prioritize location of schools in areas with:

- Access to arterial and collector streets;
Prairie Ave. is a principal arterial, Fennecus will be a Major Collector, and Zorros will be a minor collector to provide access.
- Ample sidewalks and pedestrian access;
The School site will be situated near the Prairie trail system.
- Proximity to residential areas being served;
- Cost-effective access to necessary utilities and services.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The Commission finds that the proposed area is adjacent to Prairie Avenue (Principal Arterial), Fennecus Rd. (Major Collector), Zorros Rd. (Minor Collector) and Harvest Avenue (Minor Collector). The requested zoning is in conformance with the anticipated land uses and trip generations within the City’s Transportation Master Plan. The Zone 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. Development would be required to be consistent with the Annexation and Development Agreement.

Compatibility with Existing Development and Future Uses:

Surrounding this property are mostly undeveloped lands either in Kootenai County or in the City of Post Falls. To west and in the city is a planned commercial development site with an approved commercial subdivision. It is unknown of any other future uses surrounding this request other than that are not currently existing.

As such, the Commission finds the proposal compatible with existing development and future uses.

Future Land Use Designation:

The Commission finds that the Future Land Use Map, depicts the land use designation for this area as Transitional. The proposed CCM Zone is compatible per the direction of the HWY 41 Focus Area and the road classification of Prairie Avenue (Principal Arterial).

Community Plans: This proposal is within the Hwy 41 Focus Area within the Post Falls Comprehensive Plan.

Geographic/Natural Features:

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

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

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

The proposed zone is located along higher classified roadways. Prairie Avenue is a Principal Arterial and Fennecus Rd. is a Major Collector. Zorros Rd. and Harvest Ave. are classified as Minor Collectors.

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

The Commission finds that this location is near the higher intensity urban activity area of HWY 41/Prairie Ave but is transitioning away towards the larger county lots to the northwest, and northeast.

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

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

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-0012-2021, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant’s request for 94.049 acres of Community Commercial Mixed (CCM) upon successful annexation of the property.

Further, the Commission recommends the inclusion of a forty-five foot (45') height restriction be included in the proposed development agreement.

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.

**Mongeau Meadows Annexation
File No. ANN-0003-2022
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers

LOCATION: Generally located on the south side of 16th Ave. east of Quail Run Blvd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) of approximately 3.91 acres AS DEPICTED IN EXHIBIT S-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-4 Exhibit Map
4. A-9 Will Serve
5. A-10 Auth Letter
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 KCFR Comments
10. PA-2 PFPD Comments
11. PA-3 PFHD Comments
12. PA-4 DEQ Comments
13. PZ Staff Report
14. Testimony at the May 10, 2022 Planning and Zoning Commission hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 10, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning of Single Family Residential (R-1) on 3.91 acres upon the annexation into the City of Post Falls. He explained that the general location is south of 16th Ave. near Quail Run Blvd.

Mr. Porter testified that the site is currently is large lot residential in the county with no significant topology or vegetation and is above the Rathdrum Prairie aquifer. He stated that water and wastewater will be provided by the city of Post Falls.

Mr. Porter testified that most of the lands around this area are in the county, lands in the city to the

north are zoned R-1, with more R-1 farther to the south. He stated that the Future Land Use Map designates the area as Low-density Residential and R-1 is an implementing zoning district. He noted that surrounding area is largely designated Low-density Residential. He testified that that this area is within the Central Island focus area, which provides that areas within this area are particularly challenging to incorporate as they have been larger county island within the city. The focus area promotes infill development in this area and prioritizes annexation opportunities.

Mr. Porter testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, seven, and twelve are possibly relevant and applicable goals. He testified that policies one, two, eight, and fifteen, may be appropriate for consideration by the Commission.

Mr. Porter testified, zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He explained that the site is located along 16th Ave. which is a major collector and can accommodate four to twelve thousand vehicles per day as projected through 2035. He asserted that the proposed zoning is compatible with the land uses anticipated within the cities master plans.

Mr. Porter testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that this is inapplicable as they are not requesting any commercial or high-density residential zoning.

Mr. Porter testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. He noted that proposal is for lower density residential zoning and this area is not near any higher intensity urban area.

Mr. Porter testified that the last criteria is inapplicable as there is not a request for industrial zoning.

Mr. Porter testified that all agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process, the Post Falls Police Department remaining neutral. He noted that Post Falls Highway District requests the City to annex all right-of-way on 16th. Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that this is in the Central Island within the City of Post Falls and was a big focus area to encourage annexation and development. He explained that this area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. He illustrated that across 16th is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. He testified that this is compatible with the street classification; 16th is a Major Collector with a local street being created to connect north and south and to the west.

Mr. Kimball testified that this proposal is about ½ mile away from commercial zoning, it is consistent with the Future Land Use Map as low density residential and meets many of the goals and policies found within the Comprehensive Plan. He explained that there are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. He noted that the existing house will be demolished. He illustrated that the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. He testified that the city has the ability and capacity to serve water and sewer to the property. He explained that the right-of-way will be dedicated for 16th Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He asserted that there are no known hazards or topographical conditions that are incompatible and it meets all

the requirements of the R-1 zoning.

Public Testimony:

The hearing was opened for public testimony.

Dylan Oliver

Mr. Oliver, not wishing to speak, gave brief written testimony in favor of the proposal.

Michael Stegmann

Mr. Stegmann, not wishing to speak, gave brief written testimony in favor of the proposal.

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested zoning of Single Family Residential (R-1) on 3.91 acres as part of the annexation into the City of Post Falls. The Future Land Use Map designates this area as Low-density Residential within the Central Island focus area.

The Commission finds that the Single Family Residential (R-1) zoning district is an implementing zoning district.

The proposed zone is within the Central Island focus area, which provides that areas within this region are particularly challenging to incorporate as they have been larger county island within the city. The focus area promotes infill development in this area and prioritizes annexation opportunities.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation is one of the implementing zones the area allows and fits in with the surrounding area. The Commission moves that this area is infill and annexation opportunities in this area should be a priority. Therefore, the request would be consistent with the Future Land Use Map.

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

Based on the testimony provided and the staff report, the Commission finds the requested zoning is consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

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.

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

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

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

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service.
- Foster the long-term fiscal health of the community;
Development of housing helps with further the long-term fiscal health of the community to keep up with the current housing demands for future residents.
- Maintain and enhance resident quality of life;
Development of housings assts with providing walkable neighborhoods and a better sense of community. Subdivisions and housing must meet City standards for residential development as well as building code requirements to assist in safe homes and neighborhoods are built.
- Promote compatible, well-designed development;
Development will be required to meet City design standards.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
Transportation Impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacies would be identified and addressed or have a plan on how to be addressed to be in compliance with the relevant master planning at the time of public hearing.

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

- Future land use mapping;
This is addressed by the first review criterion of this recommendation.
- Compatibility with the surrounding land uses;
The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are all primarily residential in nature.
- Infrastructure and service plans;
Sanitary Sewer for the location would need to be extended to the site from the intersection of 16th Avenue / Jag St. 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.

The City of Post Falls would service water. The city has an existing 6" main located within 16th Avenue.

- Existing and future traffic patterns;
The property is adjacent to 16th Ave., a classified Major Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards.

16th Avenue – major Collector: 85-foot total right-of-way width, along with a 10-foot sidewalk, drainage and utility easement. The ½ road right-of-way width will be measured from the section line in 16th Avenue.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022).

- 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.

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

The area is in a County Island and Redevelopment of this area would be considered compatible infill and is currently under-utilized.

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

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

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The Commission finds that the proposed area is on the major collectors of 16th Ave. which is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,200 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022)..

Water and Sanitary Sewer:

The Commission finds that water service is provided by the City of Post Falls with an existing 6” main in 16th Ave. Sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the intersection of 16th Avenue / Jag St. and would need to be extended to the site. The property requesting annexation and zoning is identified in the City of Post Falls Water and Water Reclamation Master Plan as being serviced by the referenced mains. 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 and Water Reclamation Systems have 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 Master Plans. Current capacity of the City's Water and Water Reclamation Systems is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Residential uses are compatible with other residential uses. Proposal is next to County multi-family development and the surrounding area is designated as low-density residential for the future.

Future Land Use Designation:

The Commission finds that the Future Land Use Map, depicts the land use designation for this area as Low-density Residential. The proposed R-1 zone is an implementing zoning district.

Geographic/Natural Features:

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

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

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

The Commission finds that this criterion is not applicable to the request, this area is suitable for medium to lower residential densities per the Comprehensive Plan.

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

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

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

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

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-0003-2022, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for 3.91 acres of Single Family Residential (R-1) upon successful annexation of the property.

[Signature Page Follows]

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.

**School District Zone Change
File No. ZC-22-4**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: The City of Post Falls Planning Division

LOCATION: Generally located in the following areas: between Greensferry Rd and Cecil Rd., south of Poleline Ave. and between Post and Bill St. between 15th and 20th Ave. and between Pine St. and Stagecoach Dr. from 15th to 20th Ave.

REQUEST: Rezone approximately 3 school sites from Single-Family Residential (R1) to Public Reserve (PR).

B. RECORD CREATED:

1. S-1 Zoning Map
2. S-2 Future Land Use Map
3. PA-1 PFPD Comments
4. PA-2 KCFR Comments
5. PA-3 DEQ Comments
6. P&Z Staff Report
7. Testimony at the public hearing on May 25, 2022, including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the May 25, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission’s recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to rezone three school sites within in the City of Post Falls from Single Family Residential (R1) zoning to the Public Reserve (PR) zoning district.

Mr. Manley provided a little commentary as to why staff is presenting this, he stated that around 10 years ago that we got rid of a Public Reserve zone because it was mismatched. He explained that there were private developments that were Public Reserve and there was no consistency so we did away with it with the idea that someday we would bring it back when it was more applicable and more thought to it. He asserted that that day is today. He noted that the other caveat on this is for the school sites with the current R1 zone that it was designated that required them to apply for a Special Use Permit for any type of changes.

Mr. Manley testified that requiring those permits when we already know their use, it is a school, the Public Reserve PR, will allow them to function as a school for any future developments. He illustrated that many of the Zone Change Criteria are not applicable however, we do need to see if it matches up with the Future Land Use Map, the traffic patterns goals and policies and existing development, land uses and community plan. These are already developed sites and we are doing a cleanup.

Mr. Manley testified that in looking at the Future Land Use Map you see this as low density residential which would be consistent with the R-1 but, when you look at Public Reserve zone you see it is consistent with all Future Land Use designations within the Comp. Plan. He explained that to be a PR zone, there must be at least 20 acres and all of these sites are all at least 20 acres. He noted that staff is in discussions with the School District about the smaller sites and how to deal with them and what is the best course of action. He explained that in just dealing with these 4 parcels, 3 sites you can see that in the low-density public facilities is highlighted as an option which schools would be considered.

Mr. Manley testified that the other review criteria really are not applicable like commercial and high density. He noted that looking at limited neighborhood commercial or the industrial so the other three criteria really are not applicable. He explained that all agencies were routed and the responses are consistent with general responses.

Mr. Manley in response to a question from the Commission, testified that the schools are already there and existing, we are just putting them in a more appropriate zone instead of R-1. He asserted that they were notified. He explained that currently if they wanted to do an addition, they would have to come in for a Special Use Permit, it slows them down to meet their needs at the school.

Public Testimony:

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

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony provided and the staff report, the Future Land Use Map in the Comprehensive Plan designates this area as Low Density Residential. The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development. The Commission finds that the proposal is in accordance with the Future Land Use Map as the PR zone is appropriate for all future land use designations.

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

Based on the testimony provided and the staff report, the Commission finds the requested zone change is consistent with the goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goals:

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

Preserving school sites with nearby single-family neighborhoods may assist creating live, work, play neighborhoods to provide community prosperity and fiscal health.

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

Preserving school sites with nearby single-family neighborhoods may assist to maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty.

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

The proposal ensures their neighborhoods are kept safe, active, and aesthetically pleasing. The proposal is supports and encourages safe, active, attractive school sites.

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.

By allocating school sites to the PR zone, it falls in line with keeping the established types and quantities of land uses that support the community needs and foster long-term sustainability.

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

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

Placing school sites in the PR zone serves to anchor the City of Post Falls' obligation to sustain its fiscal health as it provides rate-payers with efficient, effective services now and in the future. The proposal will save the staff time and expense by limiting the amount of permitting required for schools to effectively function.

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

Policies:

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service;
The proposal maintains community levels of service.

- Foster the long-term fiscal health of the community;
Providing the schools with the proper zoning district as this proposal does furthers the establishment of having residential housing within walking distance of education and civic uses to create sustainable and independent living communities. The interaction between these uses increases their value and assists in contributing to the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;
The proposal maintains resident quality of life.

- Promote compatible, well-designed development;

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

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;
The Future Land Use Map in the Comprehensive Plan designates this area as Low-density Residential. The Commission finds that the Public Reserve zone is appropriate in all land use designations and therefore, the Commission finds that the PR zone is justified

- Compatibility with surrounding land uses;
Schools are compatible with the surrounding single family uses.

- Infrastructure and service plans;
School sites are already established.

- Existing and future traffic patterns;

School sites already established are already factored with the anticipated land uses and trip generations within the City's Transportation Master Plan.

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

[P.08] Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City Limits.

School sites already established, but additional school use expansions would be allowed with the Public Reserve zoning designation.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

School sites already established and factored in with the anticipated land uses and trip generations within the City's Transportation Master Plan.

Water and Sanitary Sewer:

School sites already established are already factored service providers master planning.

Compatibility with Existing Development and Future Uses:

Schools are compatible with the surrounding single-family uses.

Future Land Use Designation:

As stated above the PR zone is compatible with all land use designations.

Community Plans:

Schools' area established uses in the community.

Geographic/Natural Features:

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

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

The Commission finds this criterion inapplicable to the proposal.

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

The Commission finds this criterion inapplicable to the proposal.

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

The Commission finds this criterion inapplicable to the proposal.

D. RECOMMENDATION OF THE COMMISSION:

School District Zone Change, File No. ZC-22-4: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the requested zoning was made, the motion was carried unanimously and enthusiastically by the Commission. The Planning and Zoning Commission hereby unequivocally recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for the applicant's request for Public Reserve (PR) zoning.

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.

Mongeau Meadows Subdivision
File No. SUBD-0003-2022
Planning and Zoning Commission
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers

LOCATION: Generally located on the south side of 16th Ave. east of Quail Run Blvd.

REQUEST: Subdividing approximately 3.91 acres into 17 single-family lots (Single-Family Residential (R-1)).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Preliminary Plan
5. A-9 Will Serve
6. A-10 Auth Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 KCFR Comments
11. PA-2 PFPD Comments
12. PA-3 PFHD Comments
13. PA-4 DEQ Comments
14. PZ Staff Report
15. Testimony at the May 10, 2022, Planning and Zoning Commission (“Commission”) hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter “Commission”) at the May 10, 2022, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 3.91 acres into 17 lots, within the Single-Family Residential (R-1) zoning designation (SUBD-0003-2022). The request is evaluated under the standards of Post Falls Municipal Code (“PFMC”) § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is Wildhorse Investments, LLC represented by the Applicant, Whipple Consulting Engineers. He testified that the applicant is seeking to subdivide approximately 3.91 acres into 17 lots, within the Single-Family Residential (R-1) zoning, contingent upon City Council approving the annexation and zoning designation as requested.

Mr. Porter explained that the general location is south of 16th Ave. near Quail Run Blvd. He testified that the site is currently is large lot residential in the county with no significant topology or vegetation

and is above the Rathdrum Prairie aquifer. He stated that water and wastewater will be provided by the city of Post Falls.

Mr. Porter testified that most of the lands around this area are in the county, lands in the city to the north are zoned R-1, with more R-1 farther to the south. He testified that the request is for 17 lots proposed as Single-Family Residential R-1 lots meeting the requirements of city code.

Mr. Porter testified regarding the first review criteria, stating again that water will be provided by the city of Post Falls which has adequate quantity and quality to accommodate the subdivision. As to the second criteria, he stated that the city will provide wastewater service and has sufficient capacity for the proposed uses. As to the third review criteria, he explained that the proposed streets are consistent with the transportation element of the comprehensive plan. He testified that the subdivision should not have a negative impact on the local transportation system and direct access from residential lots onto 16th Ave. will be prohibited.

Mr. Porter testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, he testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Mr. Porter testified that all agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process, the Post Falls Police Department remaining neutral. He noted that Post Falls Highway District requests the City to annex all right-of-way on 16th Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Mr. Porter, in response to a question from the Commission, stated that 16th Ave. can be accessed, and Healy will be a dead-end for future connectivity. He went on to state that the minimum square footage in R-1 is 6,500 square feet for the lot size.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that this is in the Central Island within the City of Post Falls and was a big focus area to encourage annexation and development. He explained that this area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. He illustrated that across 16th is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. He testified that this is compatible with the street classification; 16th is a Major Collector with a local street being created to connect north and south and to the west.

Mr. Kimball testified that this proposal is about ½ mile away from commercial zoning, it is consistent with the Future Land Use Map as low density residential and meets many of the goals and policies found within the Comprehensive Plan. He explained that there are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. He noted that the existing house will be demolished. He illustrated that the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. He testified that the city has the ability and capacity to serve water and sewer to the property. He explained that the right-of-way will be dedicated for 16th Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He asserted that there are no known hazards or topographical conditions that are incompatible and it meets all

the requirements of the R-1 zoning.

Public Testimony:

The hearing was opened for public testimony.

Dylan Oliver

Mr. Oliver, not wishing to speak, gave brief written testimony in favor of the proposal.

Michael Stegmann

Mr. Stegmann, not wishing to speak, gave brief written testimony in favor of the proposal.

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

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

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

The Commission determines that water service to the project would be provided by the city of Post Falls and they have adequate capacity to provide service to the project as proposed.

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

The layout of the sanitary sewer system as proposed is adequate. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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

The Commission determines that: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system, 16th is a major collector. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

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

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

The Commission determines that, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards and notes that DEQ will do their part further down the road.

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

The Commission determines that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single Family Residential (R-1) zone. The proposed use conforms will conform with the zoning and other requirements found in PFMC.

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

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

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-10 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on May 10, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - The southern rights-of-way of 16th Avenue shall be based on the section line in 16th Avenue.
 - The southern curb location of 16th Avenue shall be based on the location of the existing northern curb line of 16th Ave. and the City's Standard Cross Section for Major Collector Roadways

8. Direct access from residential lots to 16th Avenue shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 16th Avenue, including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. The Existing homes that are identified for removal, shall include the removal of existing septic systems.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0003-2022: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Wellspring Addition Subdivision, SUBD-0001-2022, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on _____

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.

**CITY OF POST FALLS
STAFF REPORT**

DATE: June 10, 2022
TO: POST FALLS PLANNING AND ZONING COMMISSION
FROM: LAURA JONES, ASSOCIATE PLANNER • ljones@postfallsidaho.org • 208-457-3336
SUBJECT: STAFF REPORT FOR THE JUNE 14, 2022, P&Z COMMISSION MEETING
BEL CIELO III ANNEXATION - File No. ANNX-22-6

INTRODUCTION:

Lake City Engineering, Inc. is requesting, on behalf of Bel Cielo III, LLC, the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of High-Density Multi-Family Residential (R-3) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Bel Cielo III Annexation
File No. ANNX-22-06

Owner(s): Bel Cielo III, LLC, 24201 E. Knox Avenue, Liberty Lake, WA 99019

Applicant: Lake City Engineering, Inc., 126 E. Poplar Avenue, Coeur d' Alene, ID 83814

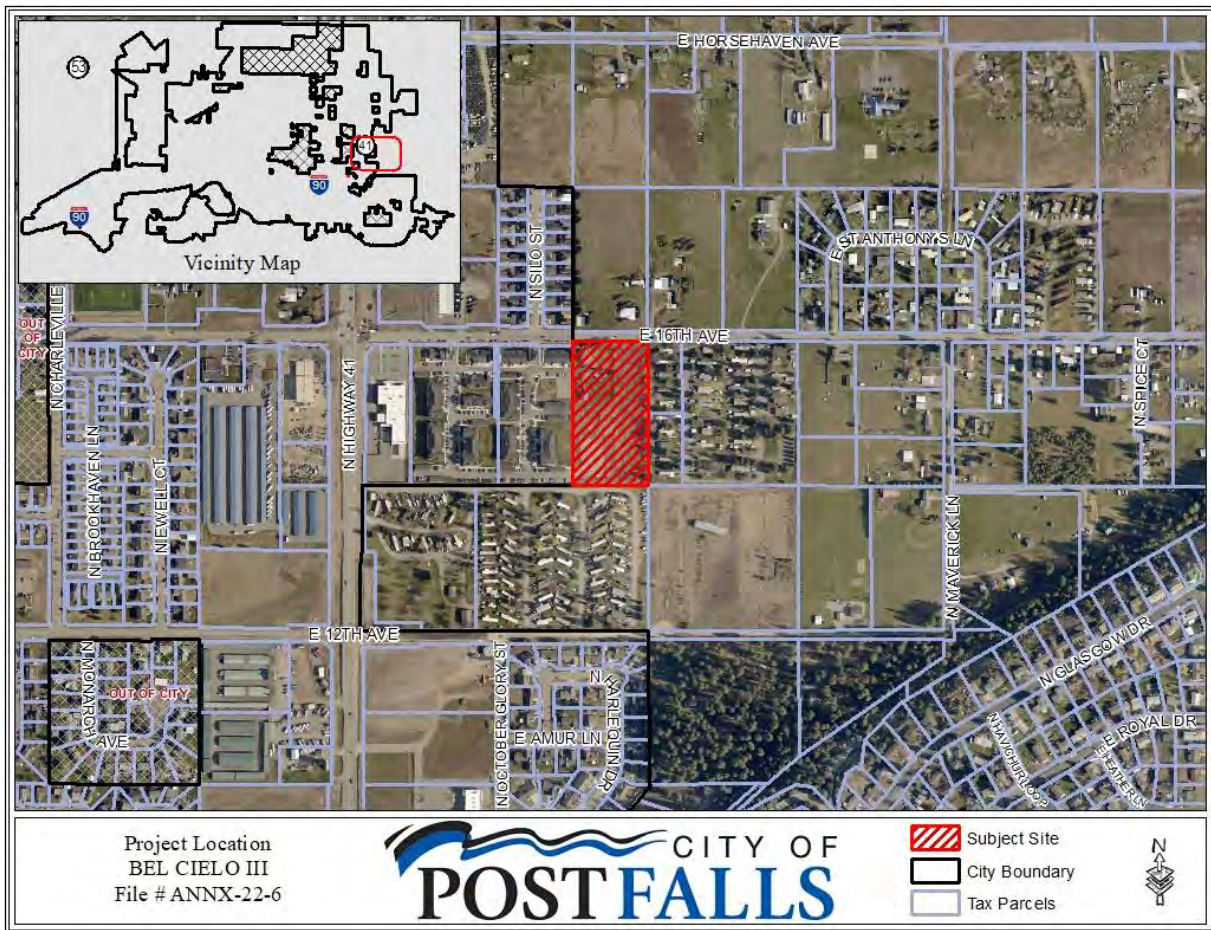
Project Description: Annex 4.84 acres into the City of Post Falls with a zoning request of High-Density Multi-Family Residential (R-3) zoning.

Project Location: The property is generally located south of E. 16th Avenue and east of Highway 41.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north of the project site, across E. 16th Avenue, are single family residential properties within an unincorporated part of Kootenai County, as well as R-3 single family homes along N. Silo Street. Adjacent to the site on the east and south are mobile home parks within an unincorporated part of Kootenai County. To the west are earlier phases of the Bel Cielo multi-family development with those properties zones as High-Density Multi-Family (R-3) and Community Commercial Services (CCS).

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

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

The Future Land Use Map classifies this property with the land use designation of **Business/Commercial**. This designation provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls.

The category supports a mixture of housing types built at moderate density (at least eight units per acre). Design standards that enhance the character of these areas, improve pedestrian connections, and promote compatibility between permitted uses are important. These areas are expected to have a connection grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.

Implementing Zoning Districts:

LC, CCS, CCM, TM, R-2, **R-3**, SC4, SC5, Per Focus Area

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

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

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

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

The City's Water Reclamation System has the capacity to provide service and the City

is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is subject to the Sewer Surcharge for the 12th Avenue forcemain, as identified within the Development and Annexation Agreement. The 12th Avenue Surcharge is currently \$2,918.73 per service unit. The City is currently scheduled to construct the 12th Avenue force main in 2025.

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

Water would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 16th Ave., a classified Major Collector roadway. The City's Transportation Master Plan identifies a Minor Collector, Zorros St., along the property's eastern boundary. Zorros Street is part of backage road system identified within the City's Master Plan and the SH41 Corridor Master Plan.

Zorros St., proposed along the projects eastern boundary will provide future access between 16th Ave and 12th Ave.

The Idaho Transportation Department (ITD) is currently in year two (2) of a 2-year construction project to widen SH41 and improve roadway capacity and safety. Part of the project includes construction of a traffic signal at 16th Ave. / SH41 (1/4 mile to the west). Signal structures have been constructed and electronics are being worked on. The signal is scheduled to be in operation late summer or early fall of 2022. SH41 widening improvements are most likely to be completed (late summer / early fall 2022) prior to development / certificates of occupancy on the site.

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

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

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

Staff Comment: This site is currently under-utilized.

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

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

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

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

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

Staff Comment: Additional rights-of-way along E. 16th Avenue will be dedicated as part of the annexation agreement. Dedications or rights-of-way and easement for Zorros Rd. would be required at the time of site development.

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

Staff Comment: Sidewalks and corresponding frontage improvements will be constructed as part of the development of this site.

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

- Studies that evaluate environmental and public service factors;

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

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

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

- Comprehensive plan goals and policies.

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

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

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

Policy 63: Ensure annexations include a means to assure the logical extension of Post Falls' parks and open space system, benefitting adjoining neighborhoods and the overall community.

Staff Comment:

As east of HWY 41 develops, the need for additional future community and neighborhood scale recreation facilities will require additional park land acquisition to create a consistent distribution of parks and facilities the larger community enjoys. Further the Target Park areas map in the Comprehensive Plan illustrates this area need.

This impact is mitigated through the collection of impact fees which are collected at the time of building permit issuance.

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

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

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required at the time of development.

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

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

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

Streets/Traffic:

Staff Comment: Major Collectors (16th Ave. and Zorros St.) are designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along these sections of roadway are approximately:

- 16th Avenue - 4,000 vehicles per day

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

- Zorros Street (Minor Collector) – 780 vehicles per day

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the Ross Point Water District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently located south of the property in 12th Avenue. Sewer would need to be extended to the site, from 12th Avenue as part of site development. The City of Post Falls does not currently possess easements or rights-of-way from 12th Avenue to the site. The developer would need to secure appropriate rights—of-way or easements to extend the sewer as part of site development. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan.

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

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

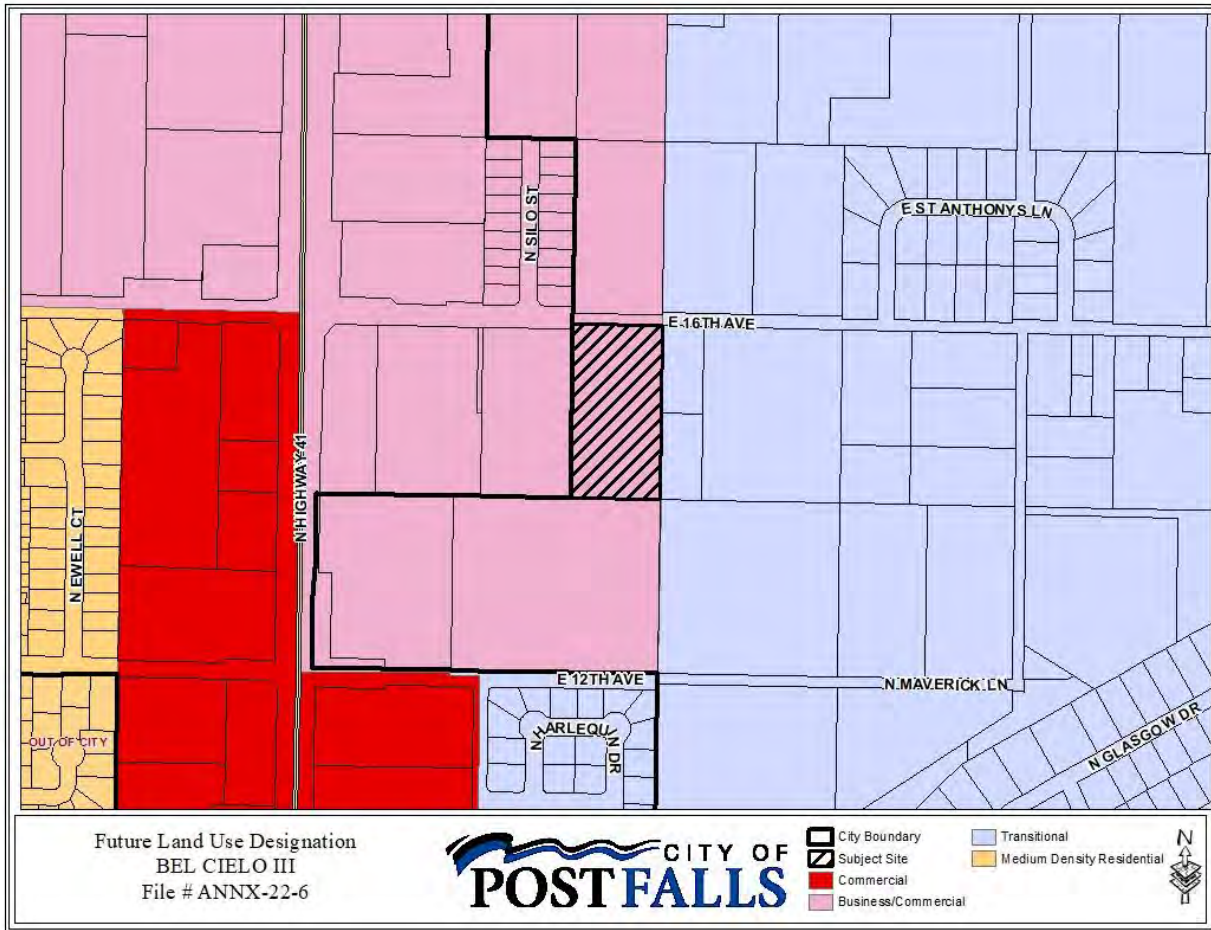
The City’s Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City’s Water Reclamation Master Plan – Collections. Current capacity of the City’s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

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

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



Community Plans: None

Geographic/Natural Features:

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

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

Staff Comment: East 16th Avenue is classified as a major collector. This roadway, as well as Highway 41, should accommodate the proposed residential use without adversely impacting the existing transportation network.

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

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

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

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

- **Post Falls Police Department (Exhibit PA-1)** – Remain neutral – recommend keeping the parking complaints in mind during design review.
- **Kootenai County Fire & Rescue (Exhibit PA-2)** - Gives comments throughout the processes.
- **Post Falls Highway District (Exhibit PA-3)** – Responded with “no comment”

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along 16th Avenue
 - a. 42.5-foot right-of-way (measured from the section line within 16th Ave.)
 - b. 10-foot sidewalk, drainage, and utility easement
3. Property is subject to the 12th Avenue forcemain Sewer Surcharge

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

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal and Exhibit
Exhibit A-6	Auth Letter
Exhibit A-7	Title Report

Staff Exhibits:

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

Testimony:

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



ANNEXATION APPLICATION

Post Falls Comprehensive Plan

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

STAFF USE ONLY

Date Submitted: _____ Received by: _____ Fee paid: _____ Permit # _____ Project # _____

PART 1 – REQUIRED MATERIAL

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

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

- Completed Annexation Pre-application:** Date and Tyler number
- Completed application form**
- Application fee**
- A written narrative:** Including zoning, how proposal relates to Annexation Goals and Policies, and the impact on City services.
- A legal description:** in MS Word compatible format, together with a meets and bounds map.
- A report(s) by an Idaho licensed Title Company:** showing ownership of record, any interest of record, and a list of property owners of record within 300 feet of external boundaries of the subject property and mailing labels, provided by the Title Company.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.
- Public hearing notification:** Two required public hearings incur a mailing fee of \$6.00 per hearing notice per property within 300ft of the site. Cost for publication notice in the local newspaper.
- Owner authorization:** If there is to be an applicant or consultant acting on the owner’s behalf.

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT:		STATUS: ENGINEER OTHER
MAILING ADDRESS:		
CITY:	STATE:	ZIP:

PHONE:	FAX:	EMAIL:
--------	------	--------

SITE INFORMATION:

PROPERTY GENERAL LOCATION OR ADDRESS:		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE):		
TAX PARCEL #:	EXISTING ZONING:	ADJACENT ZONING:
	CURRENT LAND USE:	ADJACENT LAND USE: High Density Residential
DESCRIPTION OF PROJECT/REASON FOR REQUEST: See Narrative		

PART 3 – CERTIFICATION

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


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

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

DATED THIS _____ DAY OF _____ 20 _____

PART 4 – COMPLETED BY CITY STAFF

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

DRAFT

Bel Cielo III

Annexation

Project Narrative

City of Post Falls, Idaho

March 2022



*126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814
Phone/Fax: 208-676-0230*

INTRODUCTION

The project proponent, Bel Cielo III, LLC is requesting the annexation of a parcel into the City of Post Falls. The subject property is located South of 16th Avenue and East of Highway 41. A portion of the right-of-way for 16th Avenue adjacent to the parcel is already annexed into the City.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel #: 0-6360-31-039-AA
Parcel Area: 4.84 acres
Legal Description: East ½ of Tract 39, Block 31 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho



Figure 1: Vicinity Map

ZONING CLASSIFICATION

The property is currently zoned Agriculture in Kootenai County. It is bounded by High Density Residential (County) to the East and South, R-3 to the West (City), and Ag-Suburban (County) to the North. The project proponent is requesting a zoning classification of High Density Multi-

Family Residential R-3. The City of Post Falls *Future Land Use Map* labels this property as Business/Commercial.

Considering the surrounding nearby uses such as the Bel Cielo Apartments to the West, and the mobile home park to the South and East, the requested zoning designation of High Density Multi-Family Residential (R-3) is appropriate for the subject property.

COMPREHENSIVE PLAN ANALYSIS

The new City of Post Falls Comprehensive Plan, adopted July 2020, is the guiding document for the annexation and zoning classification requests. It is important that land use decisions meet, or exceed, the goals and policies as outlined in the Comprehensive Plan. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Goals

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

Comment: The project proponent is a well-established developer who has an excellent track record of building a wide variety of quality housing projects, including several multi-family developments within City limits. This project will be constructed with the same attention to detail and will provide safe pedestrian access to neighboring facilities, as well as support the continued rise in demand for additional housing.

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

Comment: This proposed Annexation will provide additional needed housing close to the Highway 41 Corridor. While not necessarily considered an infill project, the subject property is adjacent to annexed lands and is a logical extension of the City given its location between the existing Bel Cielo Apartment complex to the West and mobile homes to the East and South.

Policies

P.01 *Support land use patterns that:*

- *Maintain or enhance community levels of service;*
- *Foster the long-term fiscal health of the community;*
- *Maintain and enhance resident quality of life;*
- *Promote compatible, well-designed development;*
- *Implement goals and policies of the comprehensive plan, related to master plan and/or facility plans.*

Comment: Allowing the subject parcel to be developed as High Density Multi-Family Residential R-3 will provide additional housing options for new and existing residents of

the City, similar to those already being offered by the Bel Cielo and Bel Cielo II apartment complexes adjacent to this parcel. This would be considered a complementing land use and fit well with the existing characteristics of the surrounding neighborhoods.

P.02 *Apply or revise zoning designations with careful consideration of factors including:*

- *Future land use mapping;*
- *Compatibility with surrounding land uses;*
- *Infrastructure and service plans;*
- *Existing and future traffic patterns;*
- *Goals and policies of the comprehensive plan, related master plan and/or facility plans.*

Comment: The City of Post Falls *Future Land Use Map* labels this property as Business / Commercial, which allows for R-3 zoning and is compatible with the surrounding land uses. It lies adjacent to the City Limits and is a natural extension of those limits. In addition, the subject parcel is adjacent to the existing Bel Cielo apartment complex, so future traffic and service patterns will merge well with those of existing residents. There are existing utilities, including domestic water, within 16th Street fronting the property to the North. Sanitary Sewer will need to be extended from the property to the South. It is our understanding that these utilities have adequate capacity to serve this project. The near completed Highway 41 corridor improvements are designed to help mitigate traffic impacts generated from this site.

P.03 *Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

Comment: The location of the subject parcel, while not immediately adjacent to daily needs services, is within walking distance to a few small shopping centers, convenience stores, mini-storages and other commercial services along the Highway 41 corridor.

P.04 *Encourage compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor and in neighborhood and regional centers.*

Comment: The neighborhood pattern in this area is mostly Multi-Family Residential and mobile home park. The proposed multi-family use for the subject property is ideal for its location within walking distance to the Highway 41 corridor and proposed zoning upon annexation. Pedestrian access will be provided within the project site and will also connect directly to pedestrian routes along 16th Avenue.

P.06 *Encourage residential development patterns typically featuring:*

- *Housing that faces the street edge;*
- *An interconnected grid or small-block streets network;*
- *Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;*
- *Development and utilization of alleys for parking and service access;*

- *Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.*

Comment: The compact nature of the R-3 zoning designation allows for additional vertical mixed-use development along the Highway 41 corridor that creates a safe, self-contained neighborhood with amenities such as a clubhouse and fitness center for its residents.

- P.08** *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*

Comment: The subject parcel is currently vacant and lies East of and adjacent to the existing Bel Cielo apartment complex. While not necessarily considered an infill project, its location adjacent to annexed lands makes it a logical extension of the City. Properties to the West and South consist of mobile homes, making the subject parcel compatible with surrounding uses and an ideal candidate for annexation.

- P.14** *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*

Comment: The applicant will be submitting an Annexation Application and associated documents in accordance with City of Post Falls ordinances and requirements.

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

Comment: The continued surge in growth in Kootenai County has resulted in a shortage of available housing. The proposed Annexation would help satisfy this demand and provide residents of all ages, incomes and abilities with more housing options that are close to the multiple commercial services offered along the Highway 41 Corridor.

- P.18** *Maintain housing standards, fees and regulations that support and sustain related services and infrastructure.*

Comment: The additional housing provided by the proposed Annexation would be built in accordance with the City of Post Falls Standards. The additional tax revenue generated by the development would contribute to the City's overall infrastructure fund, as well as provide nearby commercial businesses with additional users of their services.

- P.19** *Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.*

Comment: By its nature, the R-3 residential zoning classification encourages clustered housing. And although the subject parcel itself does not allow for additional public parks or community open space, the planned development will effectively utilize the private space it occupies and will beautify an otherwise vacant piece of land. The existing

community space in the Clubhouse and other amenities will be available to the residents of this final phase of development. The project will also pay appropriate Park Impact Fees at the time of building permit.

P.20 *Consider location of multi-family development in areas that:*

- *Have access to arterial and collector streets;*
- *Help buffer higher and lower-intensity development patterns;*
- *Abut compatible existing uses;*
- *Are part of projects involving mixed use or master planned areas.*

Comment: The annexation of this parcel would allow for the completion of Phase III of the Bel Cielo apartment complex, which currently provides much-needed housing for new and existing residents of Post Falls. The property is located along 16th Avenue just 0.2 miles from the Highway 41 corridor, which allows for easy access to commercial services.

P.21 *Maintain standards for multi-family housing that encourage quality building design, landscaping and usable open space, supporting long-term family living.*

Comment: In providing the space for the last phase of development, the subject property would contain the same level of high-quality, aesthetically pleasing structures that currently exist in the previous two phases. The future development of this parcel would follow the City of Post Falls Standards and provide a well-maintained, landscaped, finished look for a currently vacant parcel, while at the same time offering new and existing residents of Post Falls additional housing options.

ANNEXATION LAND DESCRIPTION

A parcel of land being the East half of Tract 39, Block 31 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho and a portion of the 16th Street Right-of-Way, lying in the Southwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Idaho and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, being a 5/8-inch rebar per CP&F Instrument Number 2628320000, Record of Kootenai County, Idaho, from which the Center Quarter corner bears South 89°37'22" East 2643.20 feet; thence along the North line of the Southwest Quarter of said Section 31, South 89°37'22" East 991.20 feet to the **True Point of Beginning**;

thence leaving said North line and along extension of the West line of the East half of Tract 26, of said Plat of Post Falls Irrigated Tracts, North 00°06'10" East 20.00 feet to the North Right of Way of 16th Street;

thence along said North Right-of-Way, South 89° 37' 22" East 330.38 feet to the southeast corner of said Tract 26;

thence leaving said North Right-of-Way, South 00° 03' 19" West 20.00 to the extension of the East line of the East Half of said Tract 39;

thence along said extension of and the East line of said East Half, South 00°02'21" East 657.24 feet to the common corner of Tracts 38, 39, 42 and 43 of said Plat of Post Falls Irrigated Tracts;

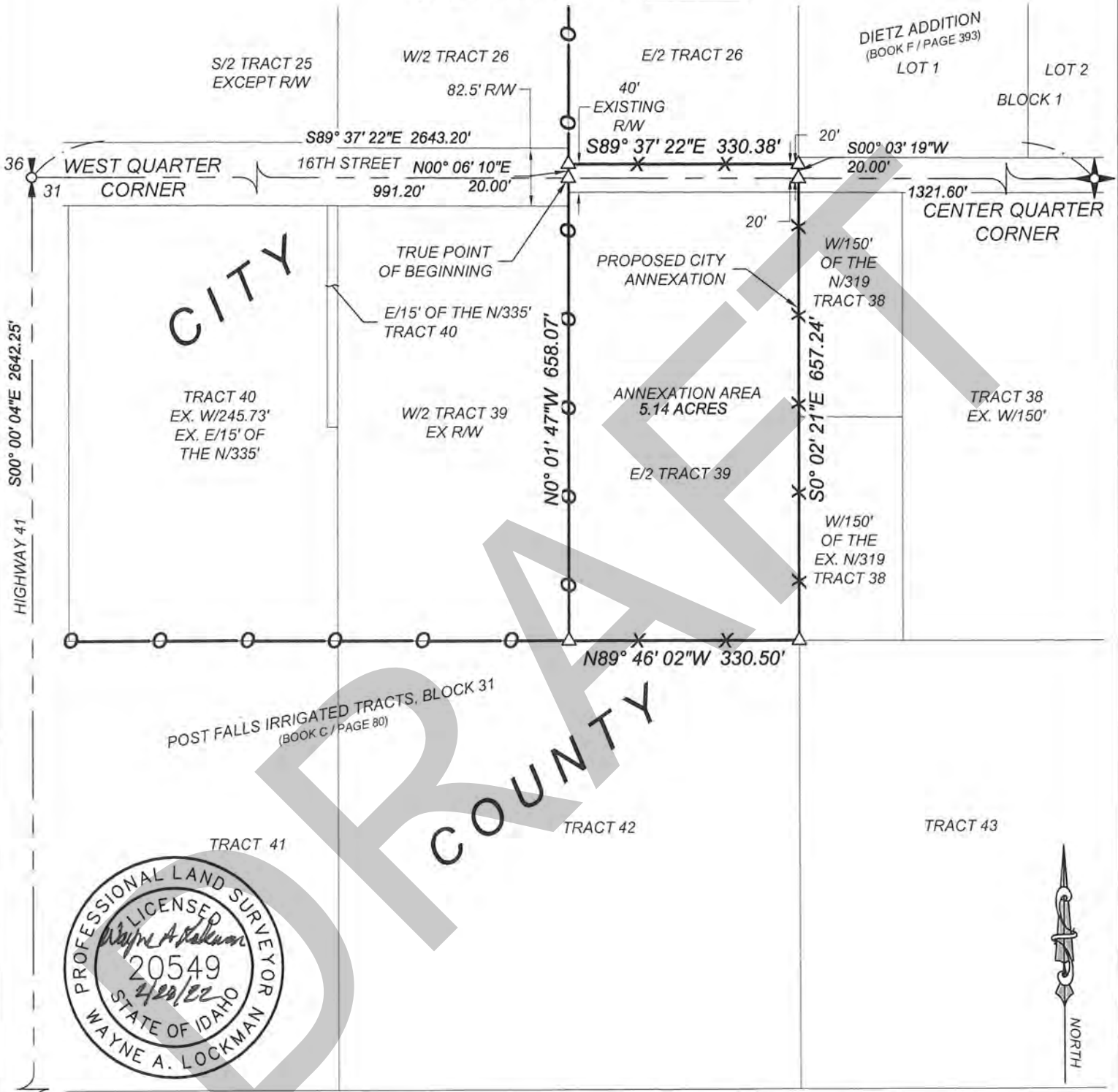
thence along the North line of said Tract 42, North 89°46'02" West 330.50 feet to the Southeast Corner of the West half of said Tract 39;

thence along the East Line and the extension thereof of said West half of Tract 39, North 00°01'47" West 658.07 feet to the **True Point of Beginning**;

containing 5.14 acres of land, more or less.



ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



△ CALCULATED POINT NOTHING
FOUND OR SET

SCALE: 1" = 200'

—○— EXISTING CITY LIMITS
—X— PROPOSED CITY LIMITS

36
31
7
5
SOUTHWEST CORNER

 LAKE CITY ENGINEERING 126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208-676-0230 WWW.LAKECITYENGINEERING.COM	<h3>ANNEXATION EXHIBIT</h3> <p>E/2 TRACT 39, POST FALLS IRRIGATED TRACTS AND A PORTION OF 16TH STREET</p>	DESIGNED BY: DCD DRAFTED BY: WAL SCALE: 1" = 200' DATE: 02/28/2022 JOB NO: LCE 22-013 FILE: 22-013-ANNEX EXHIBIT.dwg
	SW 1/4, SEC. 31, T51N, R4W, B.M. KOOTENAI COUNTY, IDAHO	

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

February 16, 2022

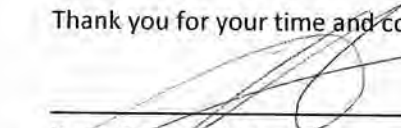
ATTN: Mr. Jon Manley
Planning Manager

RE: Parcel #0-6360-31-039-AA

Dear Jon,

I hereby authorize Drew Dittman, PE of Lake City Engineering, Inc. to act as the Authorized Agent for all matters relating to the above referenced project.

Thank you for your time and consideration in this matter.



Kevin Rudeen, Manager
Bel Cielo III, LLC

2-16-2022


Date

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 16th day of February 2022, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Kevin Rudeen, a Manager of Bel Cielo III, LLC, known or subscribed and sworn 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.





Notary Public
Residing at: Liberty Lake, WA
My Commission Expires: April 18, 2023



CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: February 10, 2022

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


Countersigned by:

Authorized Countersignature

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




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

9. Limitation of Liability

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

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

11. Payment Loss

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

SUBDIVISION GUARANTEE SCHEDULE A

Order No.: N-60899
Guarantee No.: G-0000041071548
Date of Guarantee: February 10, 2022 at 8:00AM
Amount of Liability: ██████████
Premium: ██████████

1. Name of Assured:

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

2. Subdivision Map Reference:

To be determined

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

See Exhibit "A" Attached for Legal Description

4. ASSURANCES:

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

Bel Cielo III, LLC, an Idaho Limited Liability

Subdivision Guarantee Exhibit "A" Legal Description

The East half of Tract 39, Block 31, Post Falls Irrigated Tracts, according to the plat recorded in Book "C" of Plats at page 78, records of Kootenai County, Idaho.

LESS AND EXCEPT any portion within the road right of way.

DRAFT

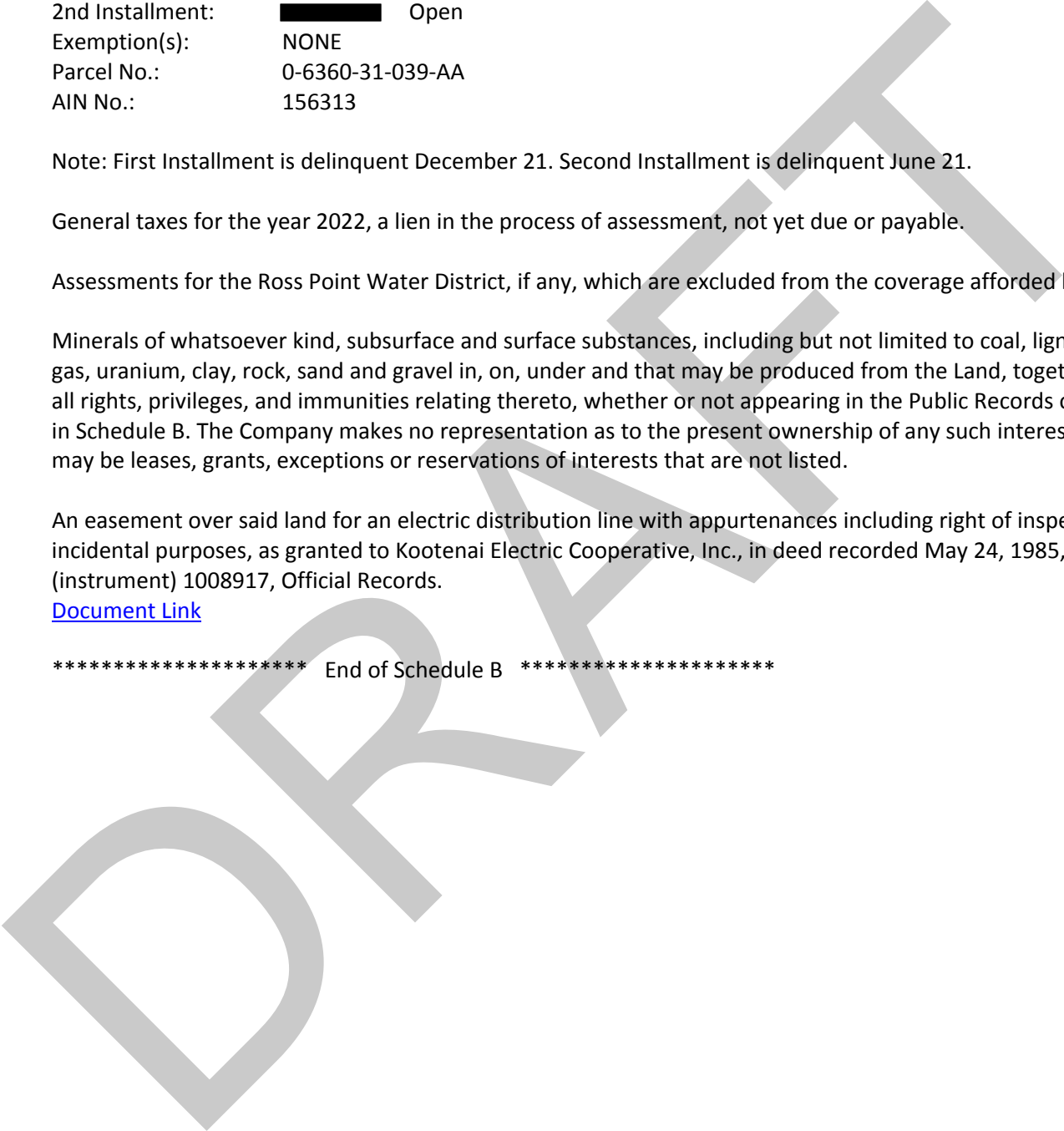
EXHIBIT "B" – EXCEPTIONS

- 1. Taxes, special and general, assessment districts and service areas for the year 2021:
1st Installment: [REDACTED] Paid
2nd Installment: [REDACTED] Open
Exemption(s): NONE
Parcel No.: 0-6360-31-039-AA
AIN No.: 156313

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

- 2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
- 3. Assessments for the Ross Point Water District, if any, which are excluded from the coverage afforded hereby.
- 4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 5. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to Kootenai Electric Cooperative, Inc., in deed recorded May 24, 1985, as (instrument) 1008917, Official Records.
[Document Link](#)

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





MOTHER LODE 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 only to California residents.

1. Personal Information We Collect

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

2. Purposes

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

3. Sources, Sharing

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

4. Cookies and similar technologies

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

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

5. Links to Other Websites and Do Not Track

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

6. Sale

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

7. Minors

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

8. Safeguards

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

9. Access and Changes

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

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

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

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

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

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

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

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

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

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

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

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

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

STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

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

Privacy Notice for California Residents

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

Information Stewart Collects

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

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

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

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

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

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

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

Use of Personal Information

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

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

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

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

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

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

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

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

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Consumer Rights and Choices

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

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

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

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

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

Exercising Access, Data Portability, and Deletion Rights

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

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com

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

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

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

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

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

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

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

Response Timing and Format

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

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

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

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

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

Contact Information

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

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

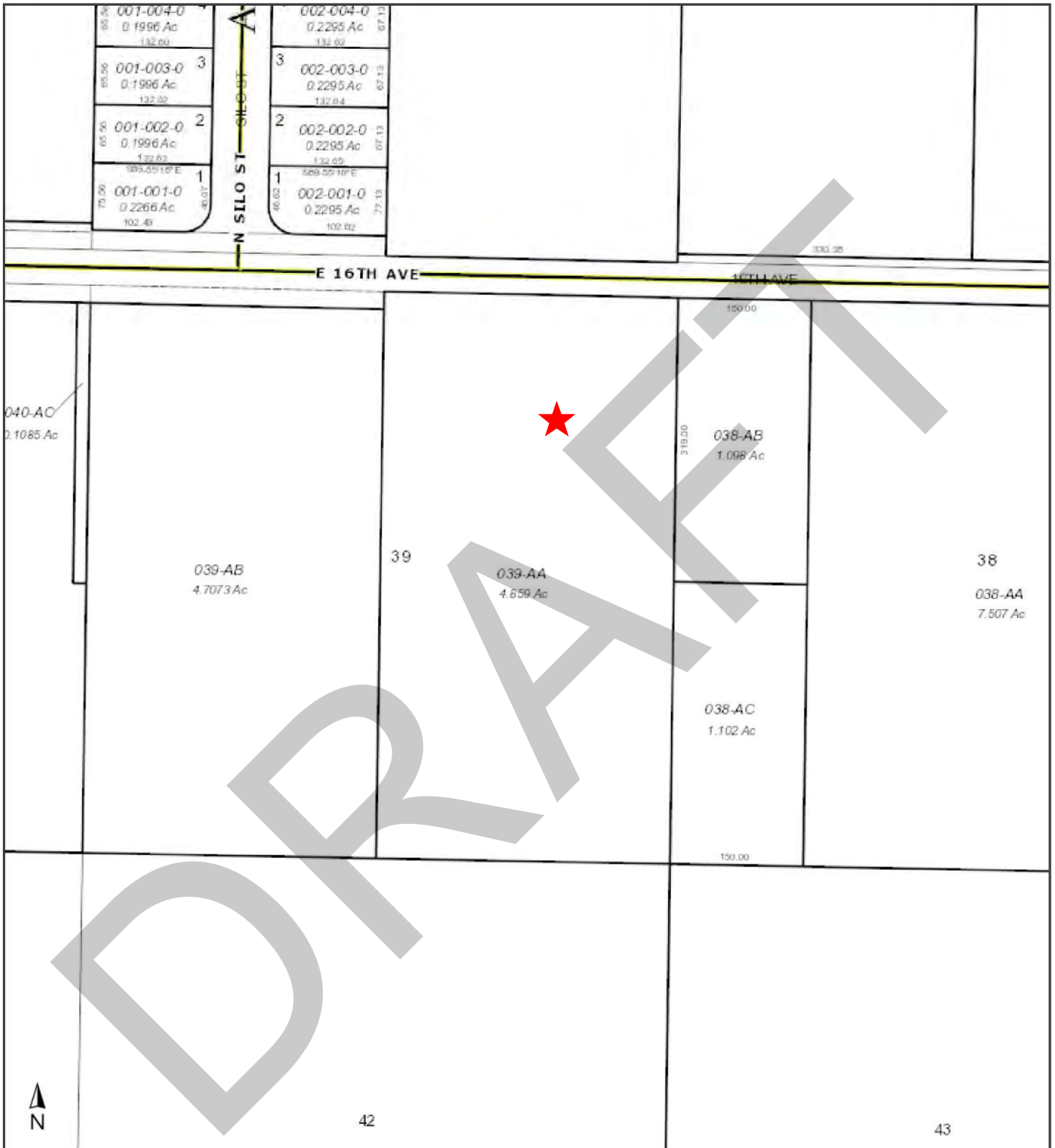
Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

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

Houston, TX 77056

DRAFT



ParcelID: 0636031039AA
Tax Account #: 156313
4310 E 16th Ave, Post Falls ID 83854

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

C-78

POST-FALLS IRRIGATED TRACTS

KOOTENAI COUNTY - IDAHO

Scale: 1"=500'

22 23
27 26

23 24
26 25

24 25
30 29

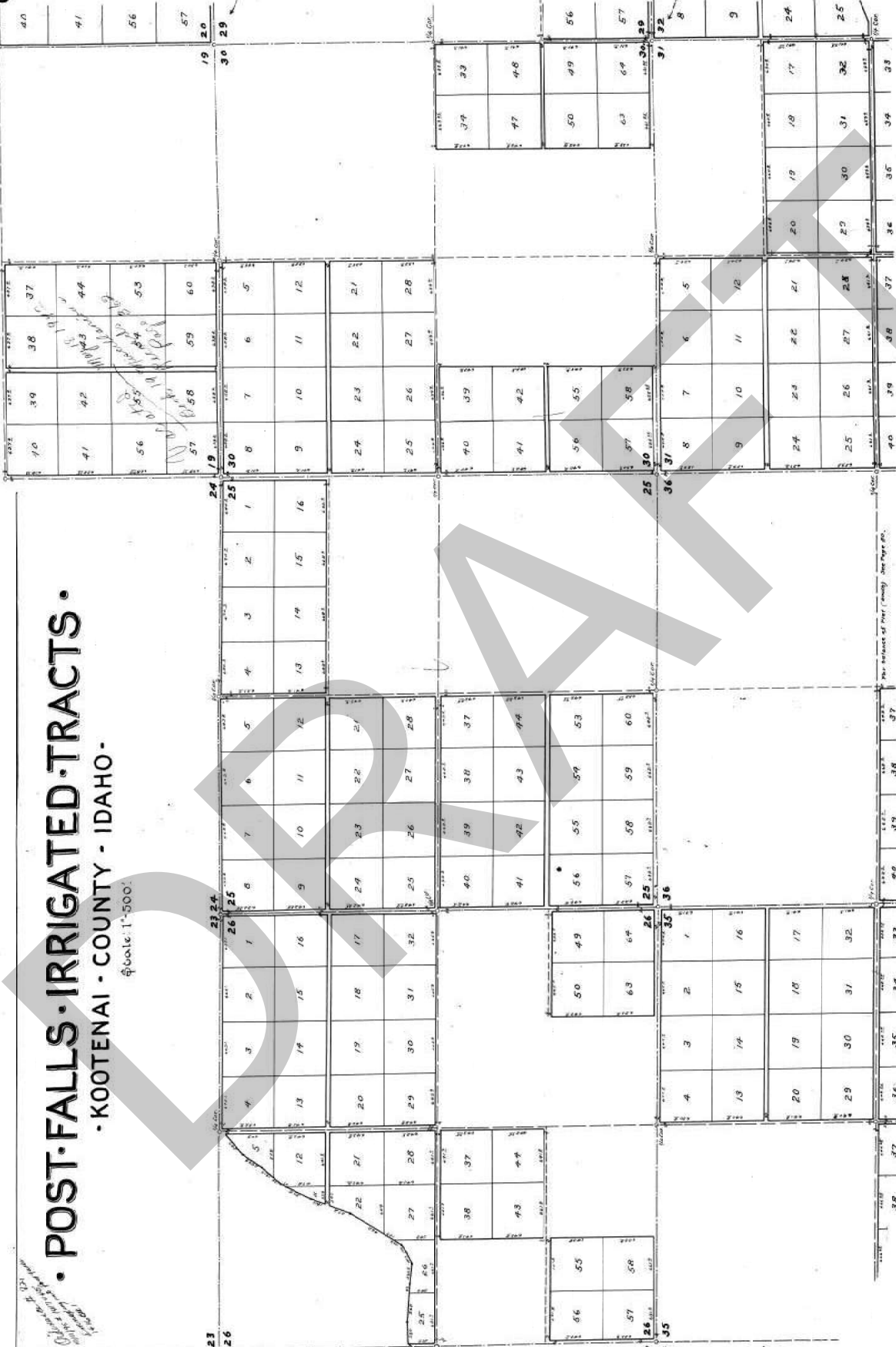
19 20
30 29

27 26
34 35

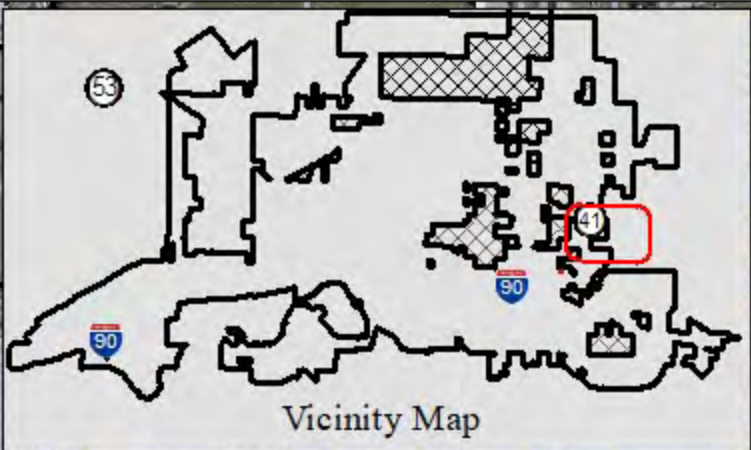
26 25
35 36

25 30
36 37

31 32
32 33



PREPARED BY THE KOOTENAI COUNTY ENGINEER



Project Location
 BEL CIELO III
 File # ANNX-22-6



-  Subject Site
-  City Boundary
-  Tax Parcels





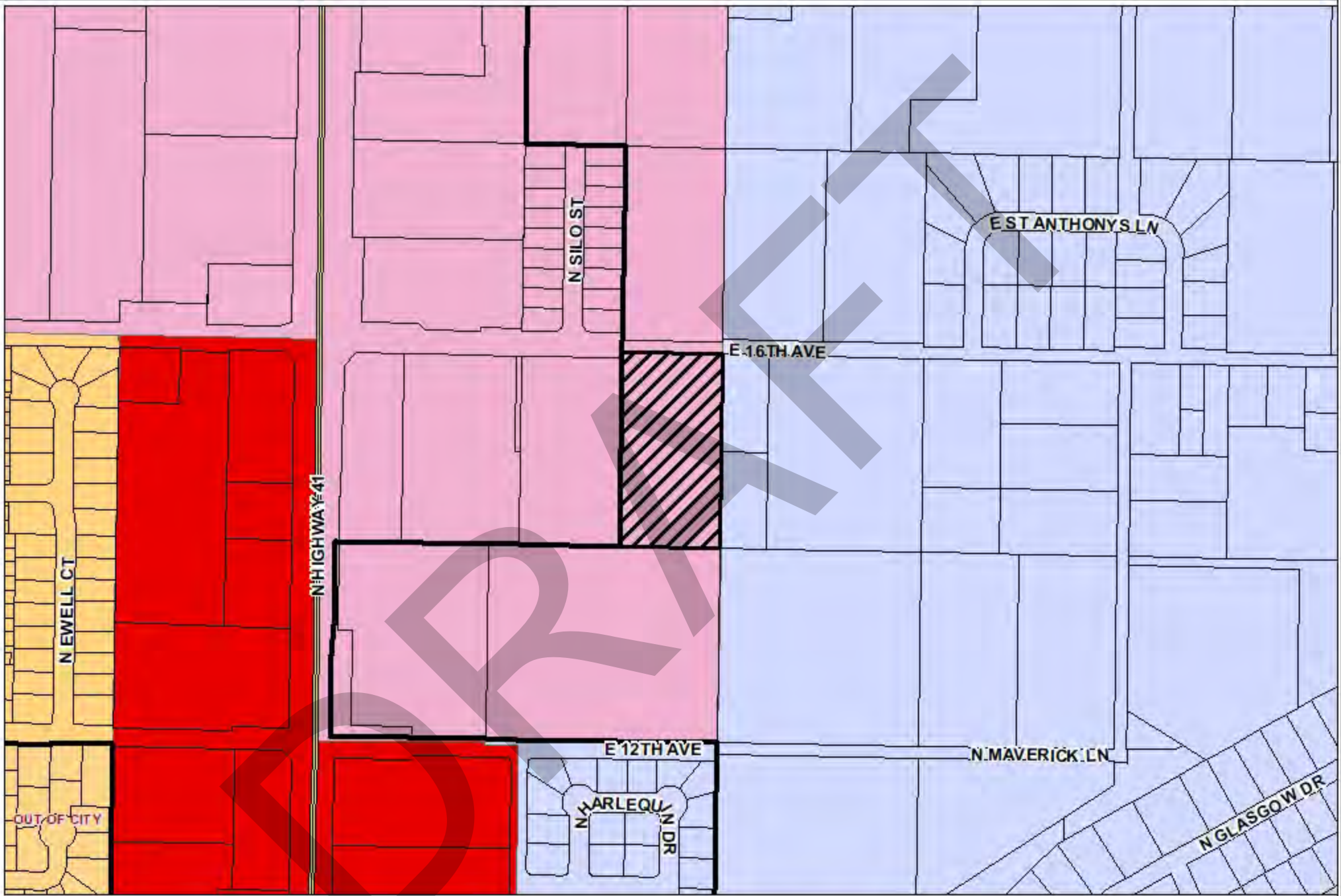
Zoning Map
 BEL CIELO III
 File # ANNX-22-6



-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-2
-  R-3



Exhibit S-2



Future Land Use Designation
 BEL CIELO III
 File # ANNX-22-6



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



DEVELOPMENT AND ANNEXATION AGREEMENT
Bel Cielo III Annexation
(File No. ANNX-22-6)

THIS AGREEMENT is made this ___ day of _____, 20___, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Bel Cielo III, LLC**, an **Idaho Limited Liability Company**, with its principal place of business at 24201 E Knox Lane, Liberty Lake, WA 99019.

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located approximately 925 feet east of Highway 41 and south of 16th Avenue and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2. Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess

capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.2.4. Location of Sanitary Sewer Connection: Owner acknowledges that the sanitary sewer will need to be extended to the Property from its current terminus in 12th Avenue. Additionally, Owner acknowledges that the City does not currently have rights-of-way or easements to provide a route to connect the property to sanitary sewer. As such, Owner agrees to obtain the necessary rights of way or easements, at Owner's sole cost, to connect the Property to the existing sanitary sewer prior to development. Owner agrees that the necessary rights or way or easements will meet City standards.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. Owner agrees that for sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16th Avenue for utilities, sidewalks, and storm drainage.

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

ARTICLE V. CONSIDERATION/FEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper

subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

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

misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney’s Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney’s fees and related costs of enforcement.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City’s sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

CITY OF POST FALLS

BEL CIELO III, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Kevin Rudeen, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
 :ss
County of Kootenai)

On this ___ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared Kevin Rudeen, known, or identified to me, to be the Manager of Bel Cielo III, LLC and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Bel Cielo III.

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

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

ANNEXATION LAND DESCRIPTION

A parcel of land being the East half of Tract 39, Block 31 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 80, Records of Kootenai County, Idaho and a portion of the 16th Street Right-of-Way, lying in the Southwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Idaho and more particularly described as follows:

Commencing at the West Quarter corner of said Section 31, being a 5/8-inch rebar per CP&F Instrument Number 2628320000, Record of Kootenai County, Idaho, from which the Center Quarter corner bears South 89°37'22" East 2643.20 feet; thence along the North line of the Southwest Quarter of said Section 31, South 89°37'22" East 991.20 feet to the **True Point of Beginning**;

thence leaving said North line and along extension of the West line of the East half of Tract 26, of said Plat of Post Falls Irrigated Tracts, North 00°06'10" East 20.00 feet to the North Right of Way of 16th Street;

thence along said North Right-of-Way, South 89° 37' 22" East 330.38 feet to the southeast corner of said Tract 26;

thence leaving said North Right-of-Way, South 00° 03' 19" West 20.00 to the extension of the East line of the East Half of said Tract 39;

thence along said extension of and the East line of said East Half, South 00°02'21" East 657.24 feet to the common corner of Tracts 38, 39, 42 and 43 of said Plat of Post Falls Irrigated Tracts;

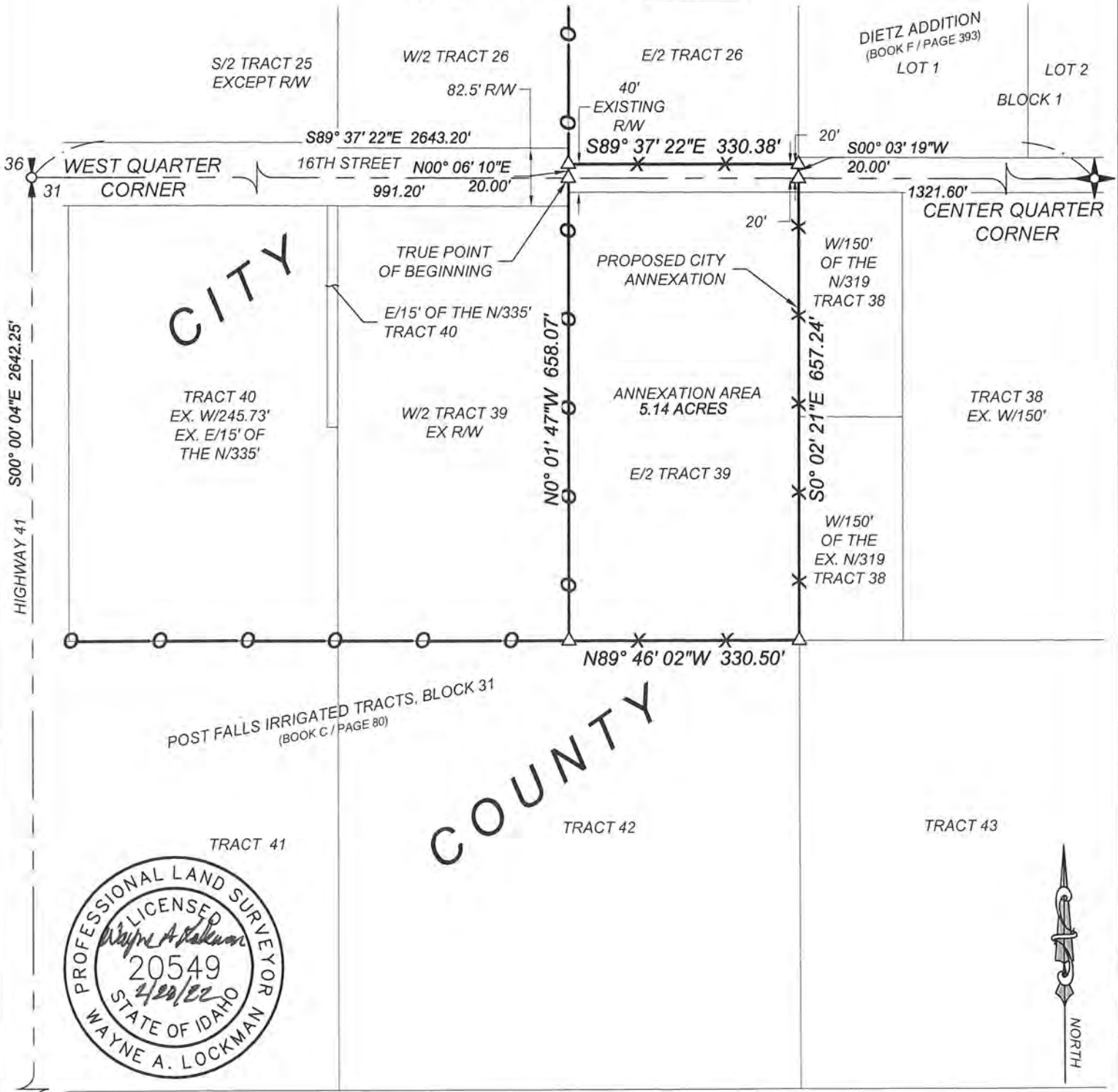
thence along the North line of said Tract 42, North 89°46'02" West 330.50 feet to the Southeast Corner of the West half of said Tract 39;

thence along the East Line and the extension thereof of said West half of Tract 39, North 00°01'47" West 658.07 feet to the **True Point of Beginning**;

containing 5.14 acres of land, more or less.




ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



- \triangle CALCULATED POINT NOTHING FOUND OR SET
- $\text{---} \circ \text{---}$ EXISTING CITY LIMITS
- $\text{---} \times \text{---}$ PROPOSED CITY LIMITS

SCALE: 1" = 200'

36
31
7
5
SOUTHWEST CORNER

 <p>LAKE CITY ENGINEERING 126 E. POPLAR AVENUE COEUR D'ALENE, IDAHO 83814 PHONE: 208-676-0230 WWW.LAKECITYENGINEERING.COM</p>	<h2 style="margin: 0;">ANNEXATION EXHIBIT</h2> <p style="margin: 0;">E/2 TRACT 39, POST FALLS IRRIGATED TRACTS AND A PORTION OF 16TH STREET</p>	<p>DESIGNED BY: DCD</p> <p>DRAFTED BY: WAL</p> <p>SCALE: 1" = 200'</p> <p>DATE: 02/28/2022</p> <p>JOB NO: LCE 22-013</p> <p>FILE: 22-013-ANNEX EXHIBIT.dwg</p>
	<p>SW 1/4, SEC. 31, T51N, R4W, B.M. KOOTENAI COUNTY, IDAHO</p>	



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

May 20th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Bel Cielo III Annexation File No. ANNEX-22-6

The Police Department has reviewed the above listed annexation/subdivision request and will remain Neutral on this project, however, with the recent complaints of parking in that area, we would recommend keeping those complaints in mind during the design approval phase of any housing unit approved there. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 24, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

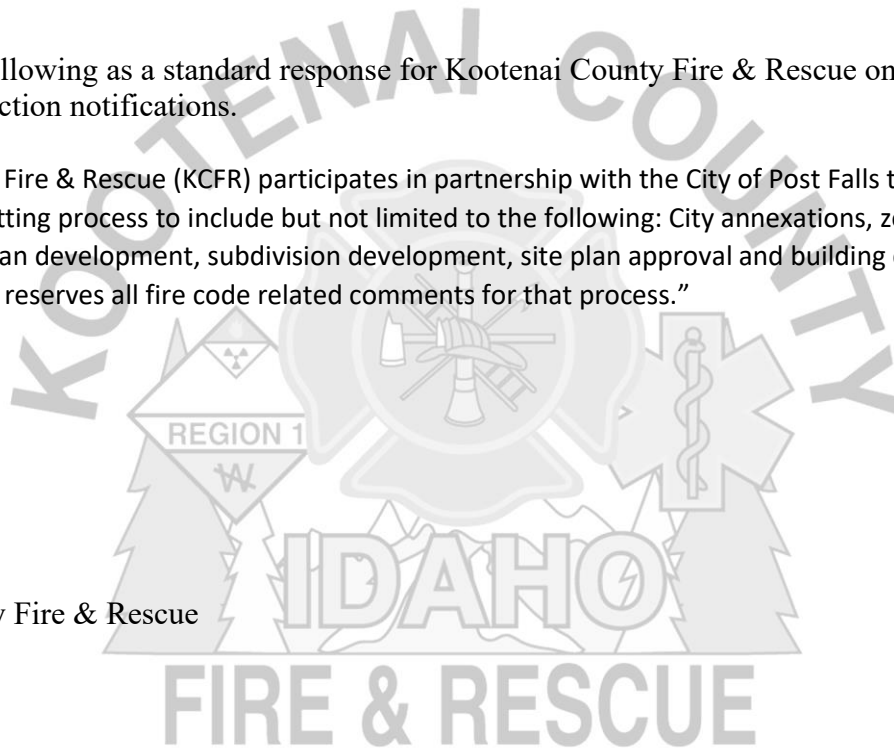
Amber,

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

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

Respectfully,

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



Amber Blanchette

From: shannon@postfallshd.com
Sent: Tuesday, June 7, 2022 6:16 AM
To: Amber Blanchette
Cc: jonie@postfallshd.com
Subject: RE: Bel Cielo III Annexation File No. ANNX-22-6

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

Post Falls Highway District has no comment

Thank you,

Shannon Schranck
Post Falls Highway District
5629 E Seltice Way
Post Falls, ID 83854
208-765-3717

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, May 20, 2022 8:41 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <krussell@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip

Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfallsidaho.org>; Shelly Enderud <SEnderud@postfallsidaho.org>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfallsidaho.org>; Thomas Gwin <thomas.gwin@twcable.com>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfallsidaho.org>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rlDavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Bel Cielo III Annexation File No. ANNX-22-6

Good morning,

Attached is the notice to jurisdiction for the named annexation for the Planning and Zoning meeting on June 14th. The draft staff report will be posted to the city's website shortly.

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338

Email: amberb@postfallsidaho.org



Fear is an illusion, ready to be overcome...

Amber Blanchette

From: Mike <masadoorian@gmail.com>
Sent: Monday, May 23, 2022 1:32 PM
To: Public Hearing Notice
Subject: Public Comment: File No. ANNX-22-6 | Bel Cielo III Annexation

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

Hello,

I am a resident on Silo St, which is across 16th Ave from the existing Bel Cielo apartment buildings. I'd like to provide some feedback on this annexation proposal.

Silo St consists of single family homes within very close proximity to the existing Bel Cielo apartment buildings. Today with the existing buildings in place I do see some impact to street parking that concerns me should there be more apartments without any further consideration to the parking situation. Specifically:

- Numerous cars belonging to residents of the existing buildings take up all the street parking on 16th Ave. today. On occasion those cars overflow onto Silo street. There is a concern between myself and other neighbors that this situation will be exasperated with additional apartments in the vicinity.
- At times vehicles park directly in front of the mailboxes on 16th Ave, blocking post office vehicle access to the mailboxes.
- With any road closures or maintenance activities, street parking today becomes an issue. There is a concern that this will get worse.
- Often we see cars parked on the street for over 24 hours. The Post Falls police is normally called to address this, but with limited success; which then discourages residents from calling the police. I'm sure the police department has records around how many calls they have received, in what time frame they've responded, as well as the results.
- Should the existing street parking be reduced in the future (or not increased further along 16th Ave) this may create additional street parking difficulties.
- Additional parking impact may be felt down the line given the "Business/Commercial" status as highlighted in the "Future Land Use Designation" map provided.

The residents of Silo St. and I would appreciate if the zoning commission can work with the developer prior to annexation to understand how the street parking situation can be alleviated beyond what is being done today with the existing apartment building tenants.

Thank You,

Mike Asadoorian

Howard Burns
502 S Rocky Pt Ct, PF, ID 83854

June 6, 2022

Sent via email only to:

To the Planning Commission, City Council and Planning Dept of Post Falls, Idaho

Regarding the hearings for Bella Cielo III and Ashlar Ranch scheduled for June 14, 2022.

It seems unfortunate that more land is being considered for apartments. The Rudeen Corporation/Bella Cielo III, will have another chunk of Post Falls for it's portfolio. There is NO reason to annex this property into the City as R-3. Please review the Staff Reports for the two hearings noted above. These two properties are almost the same distance from Hwy 41. The eastern boundary of the Bella Cielo request is equal distant from Hwy 41 as the western boundary of the Ashlar Ranch property. The Ashlar property is approximately 300 feet further 'away' from Hwy 41. The Staff reports for the two sites give a green light to both projects. The Bella Cielo report makes reference to the proximity of the land to Hwy 41 yet the Ashlar report does not discuss that point. The reports are geared to what is requested, not what the City needs or desires. Does every property request get a report generated to 'bless' the applicant's desired outcome?

We have enough apartments approved, built or unbuilt, and able to be approved (zoning that allows them almost 'by right', in the existing City limits right now. Please deny any annexation that allows R-3 uses (so CCS, CCM, R3) or condition the annexations to not allow residential in any amount (CCS/CCM).

Keep in mind that the Tech Park seems to allow, even encourage, small apartments ("workforce" housing?), that there are many parcels with CCS zoning already existing, every parcel currently allowing massive numbers of apartments. The 'lack of housing' being extolled as needing a fix is not something Post Falls 'did' or 'created'. It is caused by a massive influx folks wanting to get here. We can't fix that demand but we are not required to feed it either. Many decisions are made on the basis of reaction, not pro-active decision making. Is there a model in the City on what it would look like if every CCS and CCM and R-3 property were built out as apartments, if 'only' 50% of that became apartments? STOP any annexation of anything but R-1 for sale for individual purchase (not selling to BlackRock). Let what we already have in our City limits get built out. The Ashlar Ranch plan is true family housing. Good size lots with yards. Yes, not a lot of them, but if you have looked at / read the economic outlook? A recession is considered likely and supply chain issues have not been resolved. Let the world straighten out before deciding on adding more multi-family zoning /rentals to Post Falls.

In the hope that the 2035 Post Falls will still have a small town feel.

Howard W Burns

June 7, 2022

RE: Annexation and Zoning, Bel Cielo III, ANNX-22-6

Planning Commission Members, Mayor, and City Council Members,

We have submitted comments on the City of Post Falls comment form noting our objection to the Bel Cielo III development, but wanted to add additional comments.

According to AffordableHousing.com, over 30% of all housing in Post Falls is rental property. We support the provision of housing options for our growing population, but do not believe more high-density rental housing is the right option. In the last several years, Post Falls has approved numerous new apartment complexes, including:

- Crossroads Apartments, a 144-unit complex at the corner of Cecil and 12th, is less than one mile away from the proposed development.
- Bluegrass Farms, a complex of 500 apartment units on Poleline, is currently under construction less than one mile away from the proposed development.
- Woodland Meadows, a 326-unit complex that is being built at the end of 4th Avenue and North Idaho road, is less than three miles from the proposed development.
- Both Residence at Tullamore and Cottages at Tullamore, two large apartment complexes, are within one mile of the proposed development.

All of these complexes feed onto either Highway 41 or the Highway 41/Interstate 90 interchange. We cannot yet assess whether the reconstructed Highway 41 will adequately handle traffic from both existing development as well as additional residential and commercial projects already approved by the city. "Disfunction junction" at Highway 41 and Interstate 90 is severely overtaxed now, yet we continue to add to the problems there by adding more traffic. We also know that there will be traffic delays and congestion problems during reconstruction of the interchange until it is completed in 2025.

In short, we strongly oppose approval of the Bel Cielo III annexation for these reasons:

- Any approval of additional high-density housing on the Highway 41 corridor is premature, given the current state of Highway 41 and the Interstate 90 interchange.
- The City of Post Falls already has a sufficient, if not oversupply, of rental housing.
- Bel Cielo I and II on 16th Avenue have already added over 180 rental units to this street, which is mostly rural in character. Cars are parked all along the street outside these apartments, making it congested, unsafe, and an eyesore.

Thank you,

Kent & Anne Hayes
1117 N. Maverick Ln
Post Falls



06/06/2022

PUBLIC COMMENT

Bel Cielo III Annexation

File No. ANNX-22-6

Exhibit: 4B

Applicant: Lake City Engineering

Location: East of Highway 41 and south of E. 16th Ave

Request: To annex approximately 5.14 acres with High-Density Multi-Family R3 zoning.

Hearing Date: June 14, 2022

Questions list:

Name: Kent & Anne Hayes

Address: 1117 N Maverick Lane, Post Falls, ID 83854

Email: kentanne2000@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: The features of the area indicate that this development is in a transitional zone from Hwy 41 to a residential area that is primarily rural. This proposed development is far too dense--it is right next to high-density apartments that already exist, and the existing properties down the rest of 16th transition quickly into large residential rural plots of up to 5 acres. The

existing apartment complexes on 16th provide sufficient high-density housing; this property should not add to that, but should be used for lower density housing.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.: No

Comments: 16th Avenue is a rural road with no shoulder along most of its length, as is Meyer to which 16th transitions. To say that this road is a higher road classification mischaracterizes it. This road is used by people who are accessing their rural properties, and the current apartments that the city has already permitted that egress onto 16th have already created problems. The street is widened at that end of the road near 41, but there are cars lined up along it on both sides, blocking visibility, and dumping a lot of traffic onto the road from the existing apartments. That part of 16th is a traffic hazard and an eyesore.

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

Comments:

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

Comments:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Comments: While this is simply an administrative question, the existing land use plans and general plans may be being followed, but ongoing development in Post Falls indicates that the city is not promoting the best interests of the residents of the area as indicated by the extremely high number of apartments that are being developed.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: Opposed

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: No

Comments:

2. Have adequate provisions been made for a public sewage system and can the existing municipal system accommodate the proposed sewer flows?: No

Comments:

3. Are the proposed streets consistent with the transportation element of the comprehensive plan?: No

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: No

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments:

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

Comments:

**CITY OF POST FALLS
STAFF REPORT**

DATE: June 10, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

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

INTRODUCTION:

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

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

PROJECT INFORMATION:

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

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

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

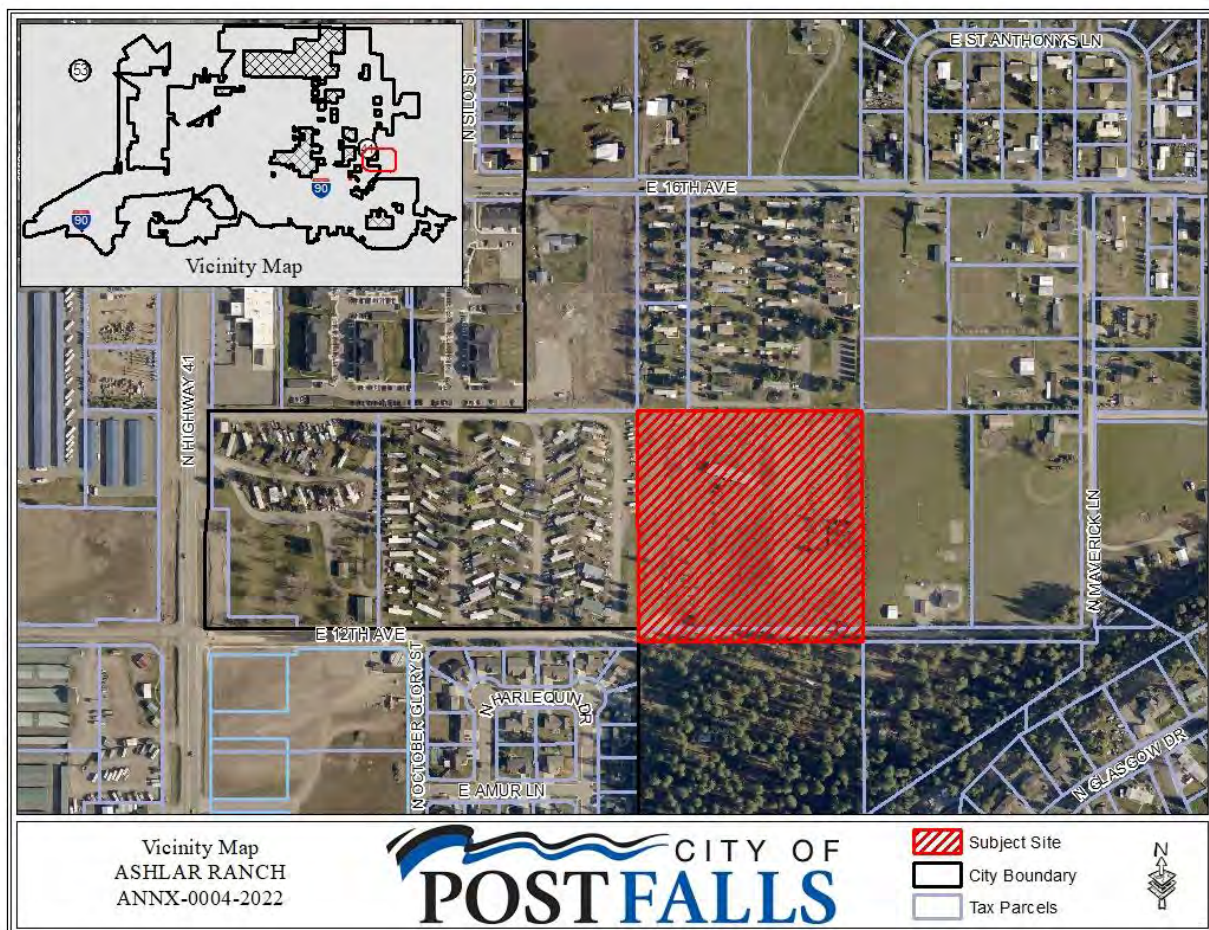
Project Description: Annex and subdivide 9.7 acres into 27 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) zoning.

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

AREA CONTEXT (proposed site hatched red below):

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

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

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

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

The East Prairie focus area states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

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

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

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

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

Water would be serviced by the Ross Point Water District.

- Existing and future traffic patterns;

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

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

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

to 16th Ave.

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

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

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

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

Staff Comment: This site is currently under-utilized.

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

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

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

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

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

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

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

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

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

- Studies that evaluate environmental and public service factors;

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

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

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

- Comprehensive plan goals and policies.

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

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

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

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

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

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

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

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

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

Streets/Traffic:

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

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

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

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

Water and Sanitary Sewer:

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

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

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

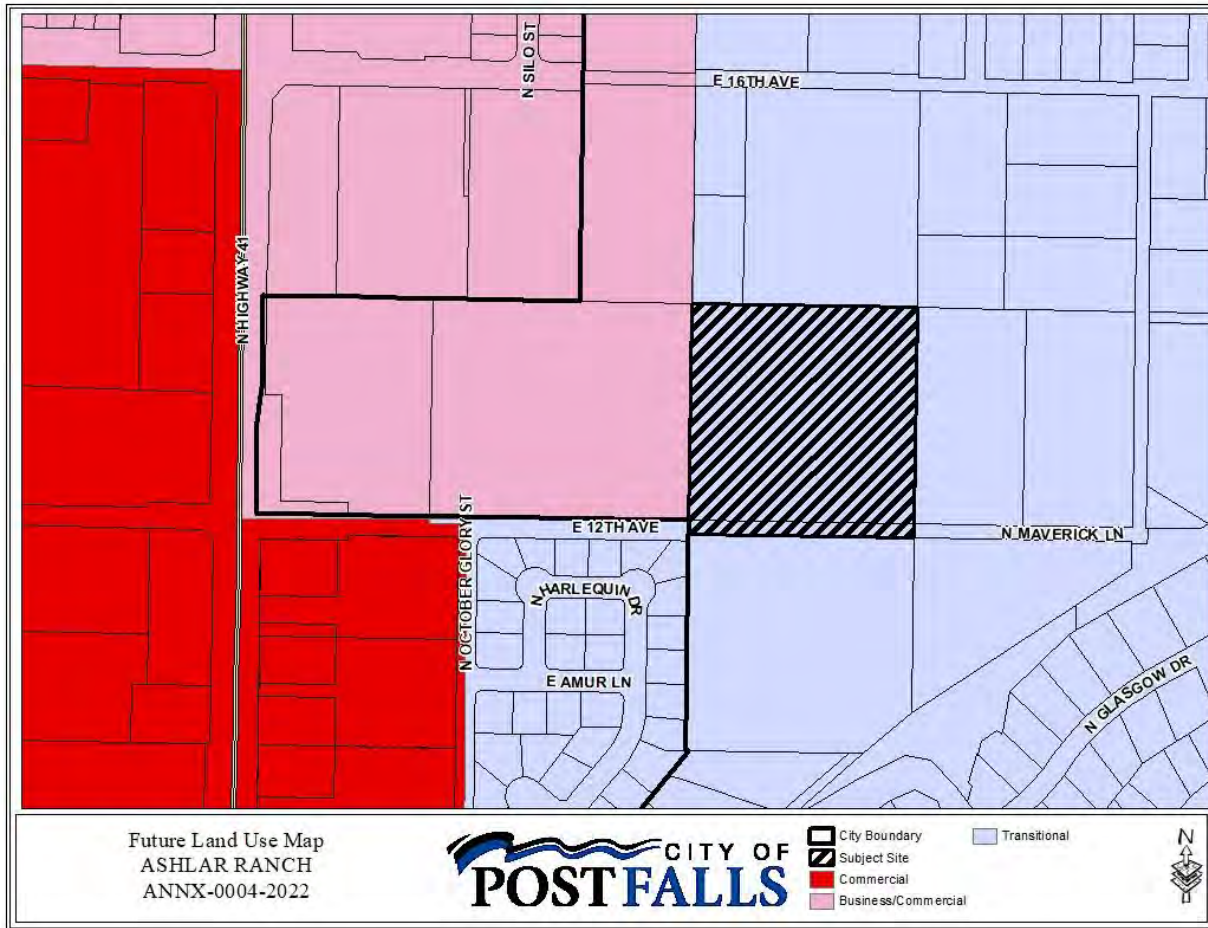
The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Water Reclamation Master Plan – Collections. Current capacity of the City's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

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

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



Community Plans: None

Geographic/Natural Features:

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

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

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

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

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

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

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

Staff Comment: Not applicable

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

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

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

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

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate. Any existing septic systems on the property will be required to be abandoned in conformance with Panhandle Health requirements.

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

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

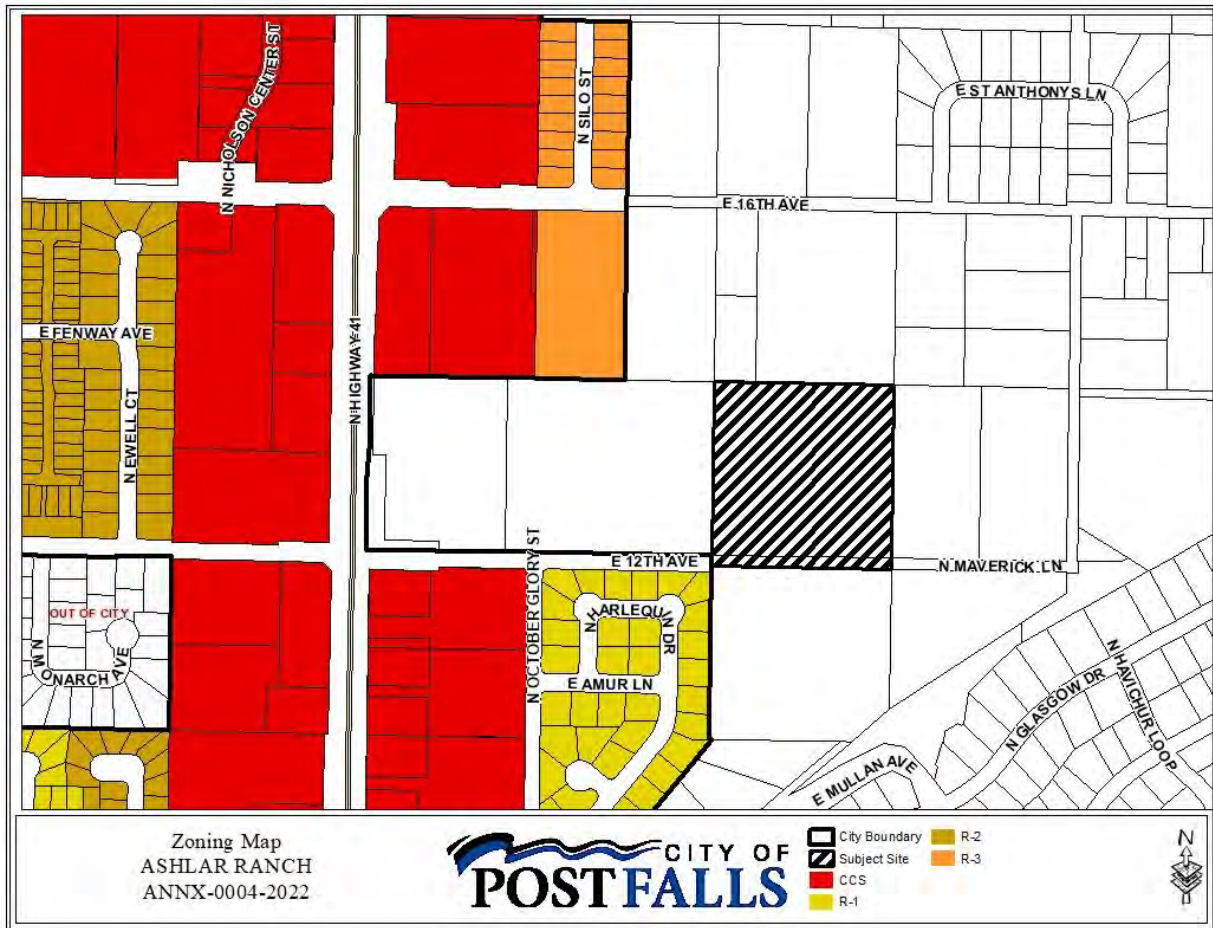
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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

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

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

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



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

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

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

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

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

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

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

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

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

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

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

2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Provide a 8" sewer main within the right-of-way of 12th Avenue in the properties.
 - Provide a 12" sewer main within the right-of-way for Zorros Street.
8. Direct access from residential lots to 12th Avenue and Zorros Street shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 12th Avenue and Zorros Street; including all landscaping, irrigation and removal of snow from sidewalks and trails.

ATTACHMENTS:

Applicant Exhibits:

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

Staff Exhibits:

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

Testimony:

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



ANNEXATION APPLICATION

Post Falls Comprehensive Plan

Public Services Department – Planning Division

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

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

PART 1 – Process of Completion and Public Hearing Schedule

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

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

PART 1/A – REQUIRED MATERIAL

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

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

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

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

PART 2 – APPLICATION INFORMATION

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

SITE INFORMATION:

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

PART 3 – CERTIFICATION

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

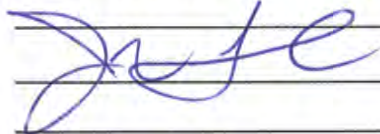
Petitioner's name(s), address, and phone number:

Name	Address	Phone
------	---------	-------

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

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

DATED THIS 27TH DAY OF JANUARY 20 22



PART 4 – COMPLETED BY CITY STAFF

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



SUBDIVISION APPLICATION

Public Services Department – Planning Division

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

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

PART 1 – Process of Completion and Public Hearing Schedule

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

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

PART 1/A – REQUIRED MATERIAL

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

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

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

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

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

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

Plans Checked By: _____

Date: _____

PART 2 – APPLICATION INFORMATION

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

SUBDIVISION INFORMATION:

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

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

SITE INFORMATION:

ASSESSOR'S PARCEL NUMBER(S): 147 451

COMPREHENSIVE PLAN DESIGNATION: TRANSITIONAL

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

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

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

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

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

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

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

PART 3 – CERTIFICATION

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

CERTIFICATION:

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

DATED THIS 31ST DAY OF JANUARY 20 22

[Signature]

PART 4 – COMPLETED BY CITY STAFF:

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

Ashler Ranch Narrative

Project Description

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

Existing Zoning and Future Land Use Designation

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

Characteristics

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

Proposed Use

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

Services

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

Annexation Goals

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

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

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

The city of Post Falls has prioritized the desire to promote infill opportunities in order to eliminate “county islands”. These are properties that are surrounded by incorporated property which put strain on city infrastructure while technically remaining outside the city. As these properties become annexed and redeveloped, or in cases where owners are unwilling to sell or redevelop, it will be imperative that the city analyze the best annexation opportunities on its periphery. Strategically, these annexations would make the most sense where infrastructure (water, sewer, natural gas, etc.) are adjacent to properties eligible for annexation. In addition to infrastructure, annexations should occur where the closest major corridors and critical intersections have been updated and can adequately handle additional traffic. Opportunities to annex property and obtain right-of-way dedication for streets that are critical to the city’s master transportation plan objectives should be seriously considered.

This proposal for annexation and subdivision offers an opportunity to bring additional housing to the strained market in an area that can accommodate additional traffic. It also provides an opportunity for the city to further its master plan to connect the developments east of Highway 41 with a “backage road” running north/south in accordance with their transportation objectives. This plan allows traffic to flow more easily to controlled intersections or avoid them altogether in the case of residents that desire to travel north and east.

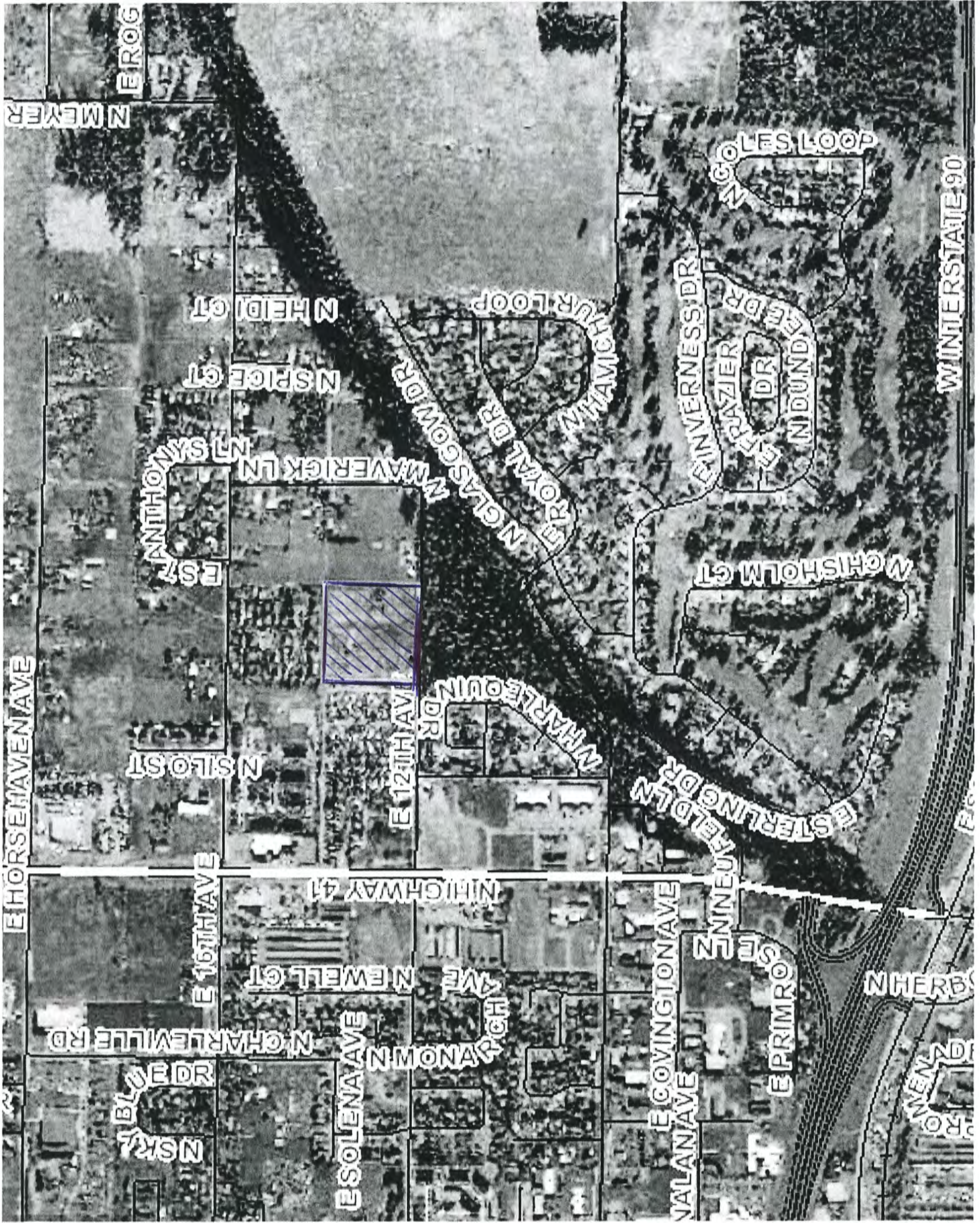


EXHIBIT "A"

ASHLER RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST N 00°49'07" E A DISTANCE OF 657.24 FEET TO THE PROPOSED CITY LIMITS OF POST FALLS;

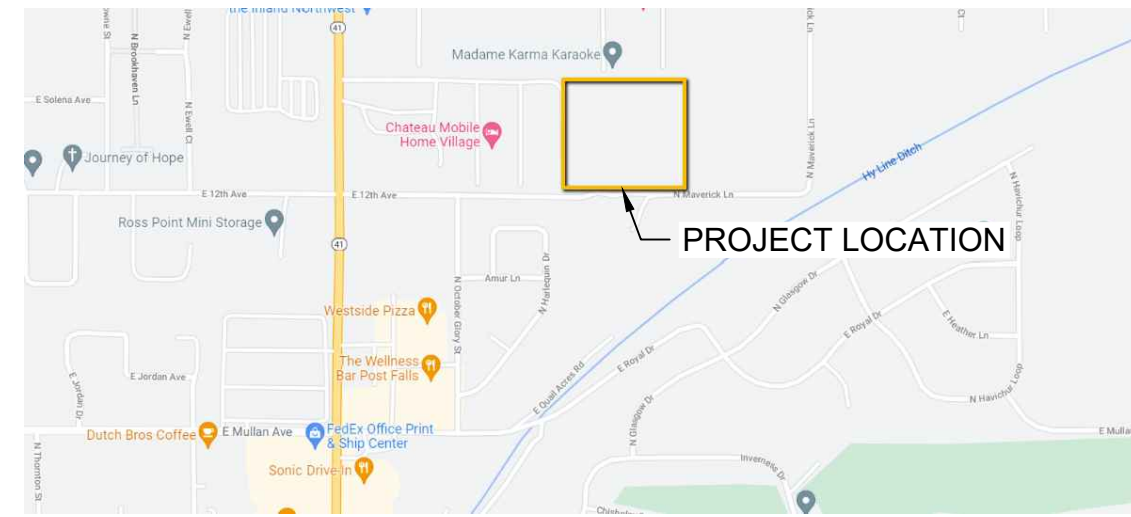
THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

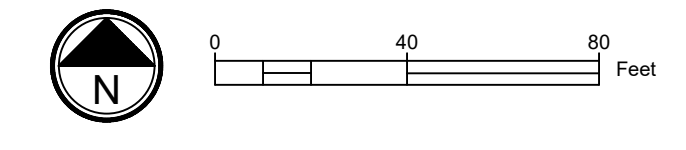
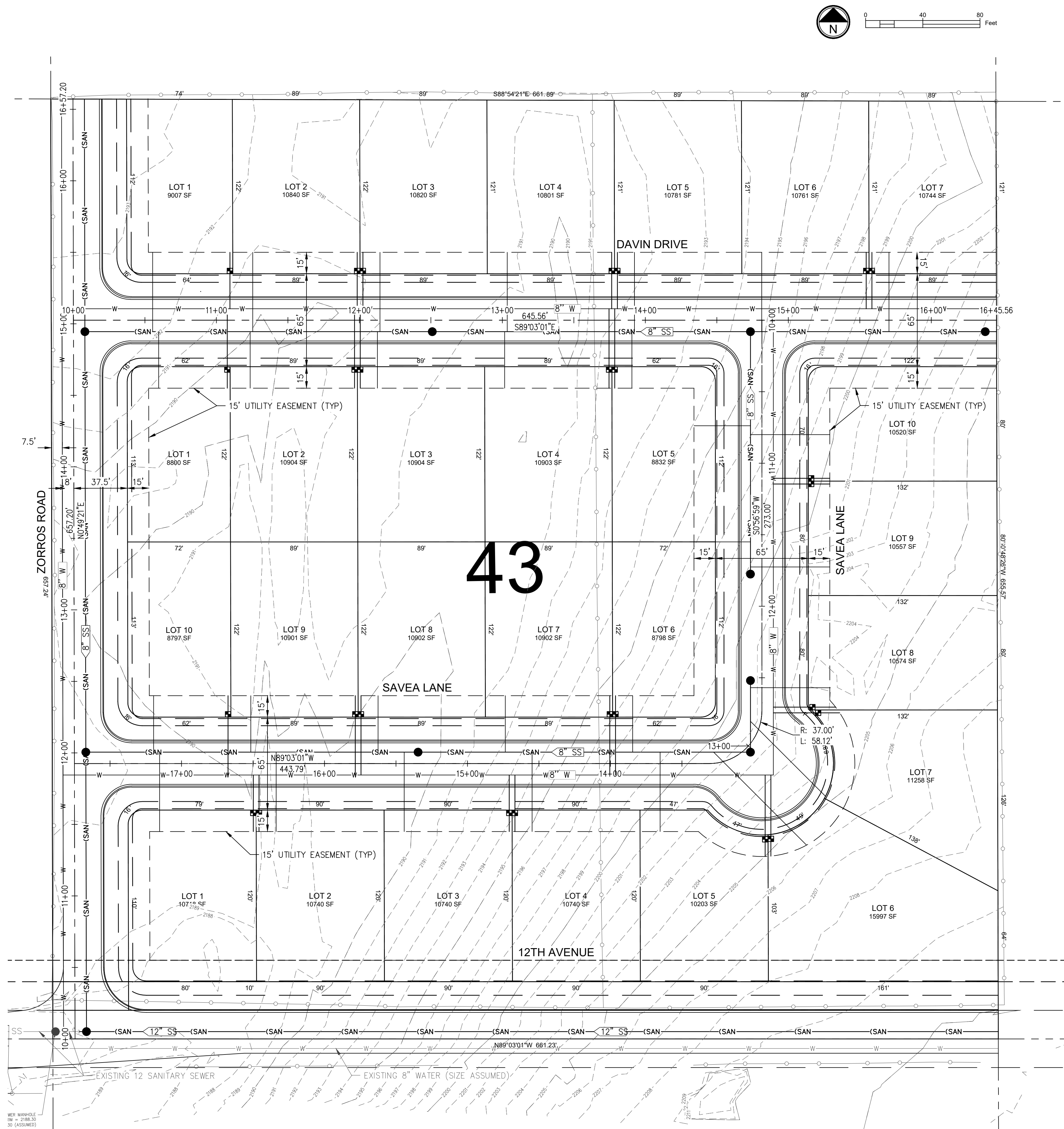
THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.



VICINITY MAP
NTS



SUBDIVISION PLAN ASHLAR RANCH

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF
SECTION 31, TOWNSHIP 51 N., RANGE 4
W., BOISE MERIDIAN, KOOTENAI
COUNTY, IDAHO

OWNERS: CLACDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814

ZONING: SINGLE FAMILY RESIDENTIAL
(R-3)
9.962 ACRES TOTAL
27 LOTS - AVERAGE 11,671 SF/0.27 AC
0.369 LOTS PER ACRE

LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;

THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;

THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE S 00°48'27" W A DISTANCE OF 655.57 FEET;

THENCE N 89°03'01" W A DISTANCE OF 661.23 TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.962 ACRES, MORE OR LESS.

LEGEND

- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- (SAN) SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

Know what's below.
Call before you dig.

PROFESSIONAL ENGINEER
LICENSE
1250
STATE OF IDAHO
ERIC K. OLSON

Olson Engineering
P.O. Box 1854
Post Falls, ID 83877
208-651-4152
eo@oeidvil.com

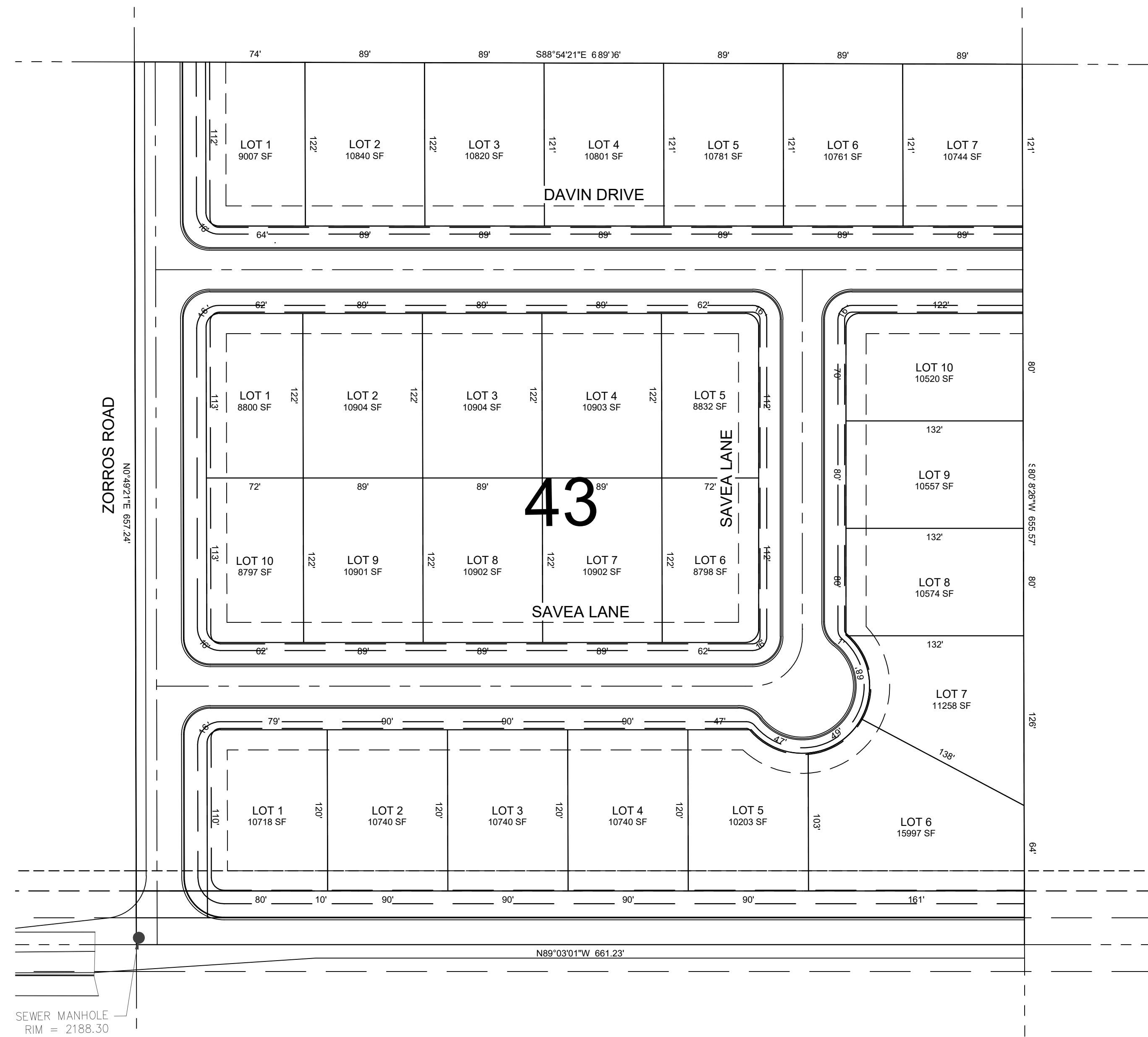
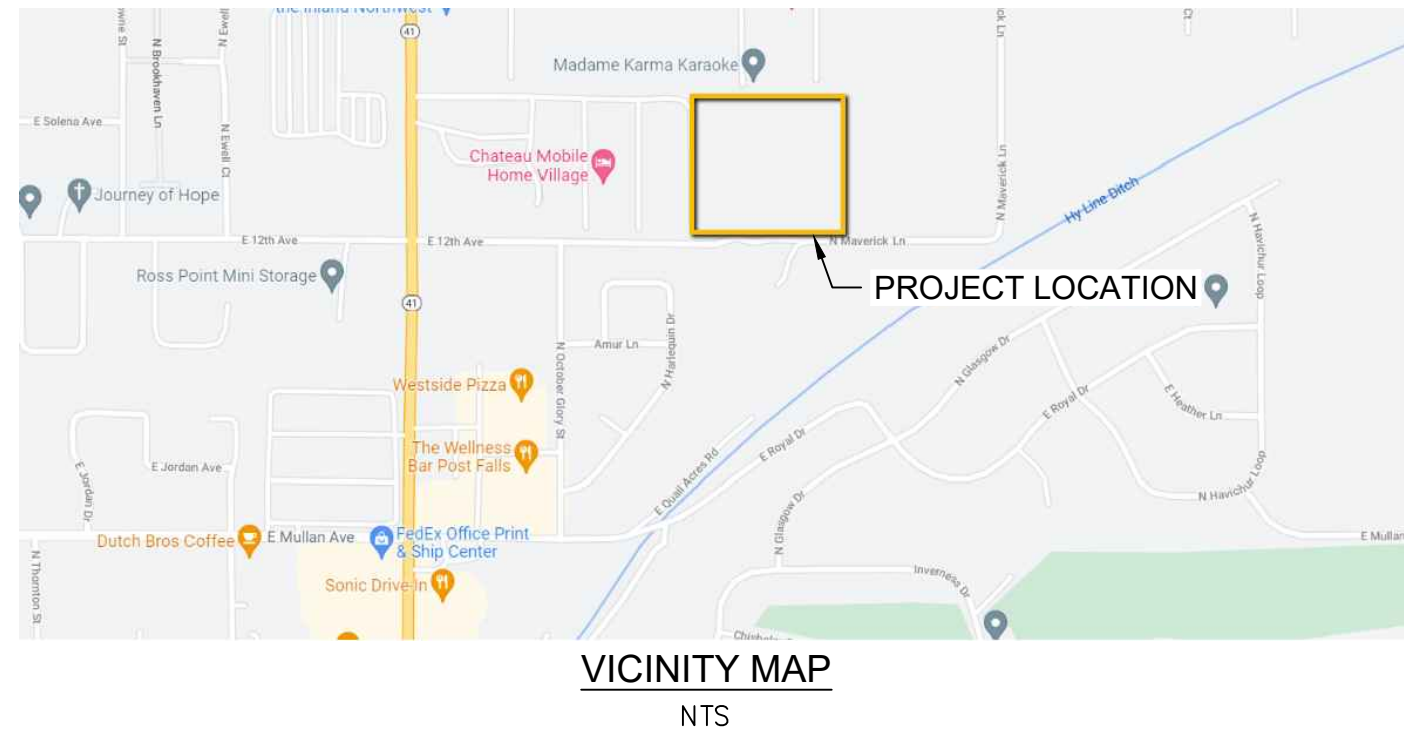
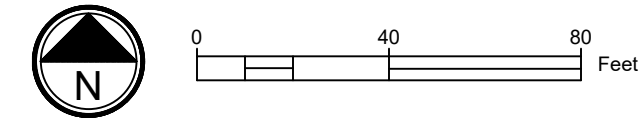
prj: ASHLAR RANCH SUBDIVISION			
loc: 12TH AVENUE POST FALLS, IDAHO			
sht: SUBDIVISION PLAN			
#	DATE	REVISION	
			1

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ASHLAR RANCH SUBDIVISION PRELIMINARY CONSTRUCTION PLANS

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

OWNERS: CLACDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814



SHEET INDEX

- C-1 COVER SHEET
- C-2 TYPICAL ROADWAY SECTIONS
- C-3 12TH AVENUE PLAN
- C-4 ZORROS ROAD PLAN 10+00 - 16+57.20
- C-5 DAVIN DRIVE PLAN 10+00 - 16+45.56
- C-6 SAVEA LANE PLAN 10+00 - 13+00
- C-7 SAVEA LANE PLAN 13+00 - 17+74.91

MONUMENT SEARCH NOTE IC 55-1613

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

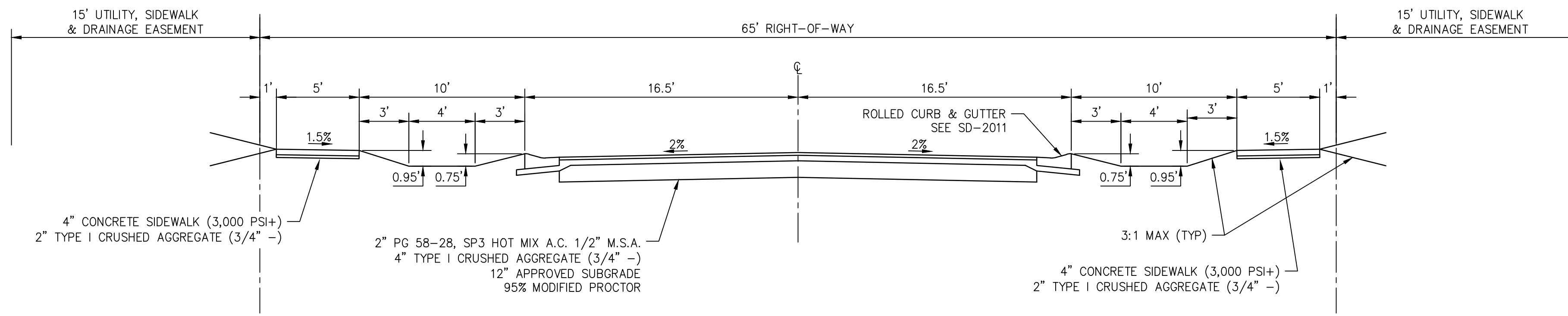
LEGEND OF EXISTING FEATURES

- MAJOR CONTOUR
- MINOR CONTOUR
- TREE LINE
- FENCE
- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- YARD HYDRANT
- UTILITY POLE
- GUY WIRE
- TRANSFORMER
- ELECTRIC METER
- TELEPHONE RISER
- GAS LINE
- DECIDUOUS TREE

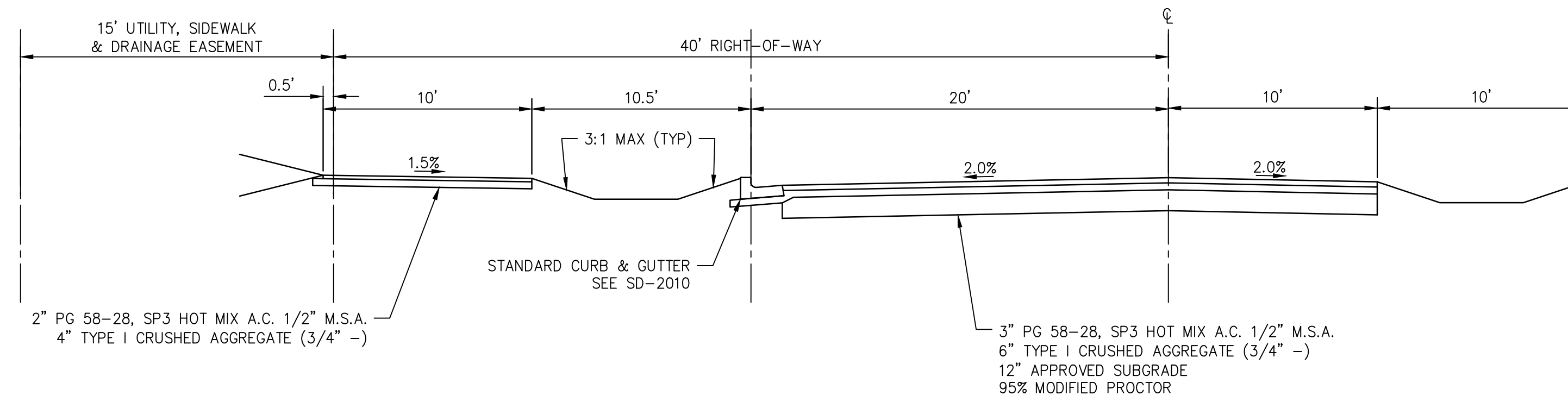
LEGEND OF PROPOSED FEATURES

- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

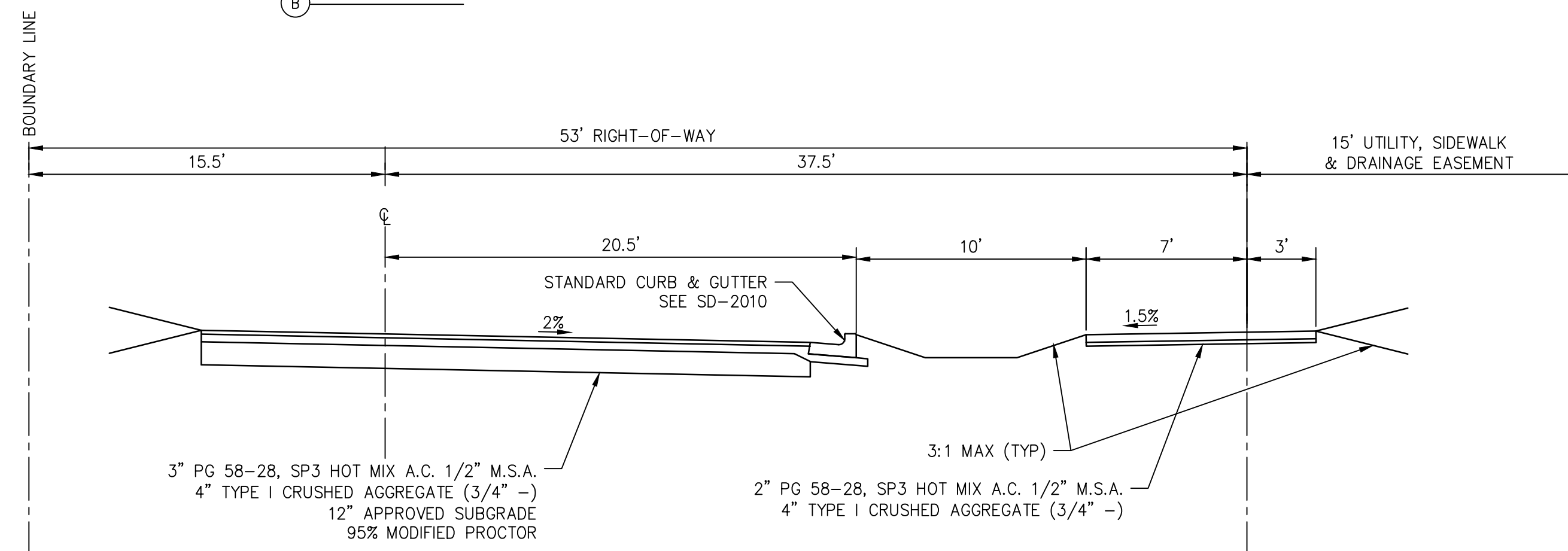
		Olson Engineering P.O. Box 1894 Post Falls, ID 83877 208-651-4152 eo@oeengine.com
prj: ASHLAR RANCH SUBDIVISION		
loc: 12TH AVENUE POST FALLS, IDAHO		
sht: COVER SHEET		
#	DATE	REVISION
		C-1



A LOCAL STREETS - DAVIN DRIVE AND SAVEA LANE



B 12TH AVENUE



C ZORROS ROAD

811 Know what's below. Call before you dig.

Olson Engineering
P.O. Box 1694
Post Falls, ID 83877
208-651-4152
eo@oeengine.com

PROFESSIONAL ENGINEER
LICENSED
12350
STATE OF IDAHO
ERIC K. OLSON

prj: ASHLAR RANCH SUBDIVISION

loc: 12TH AVENUE POST FALLS, IDAHO

sht: SECTIONS

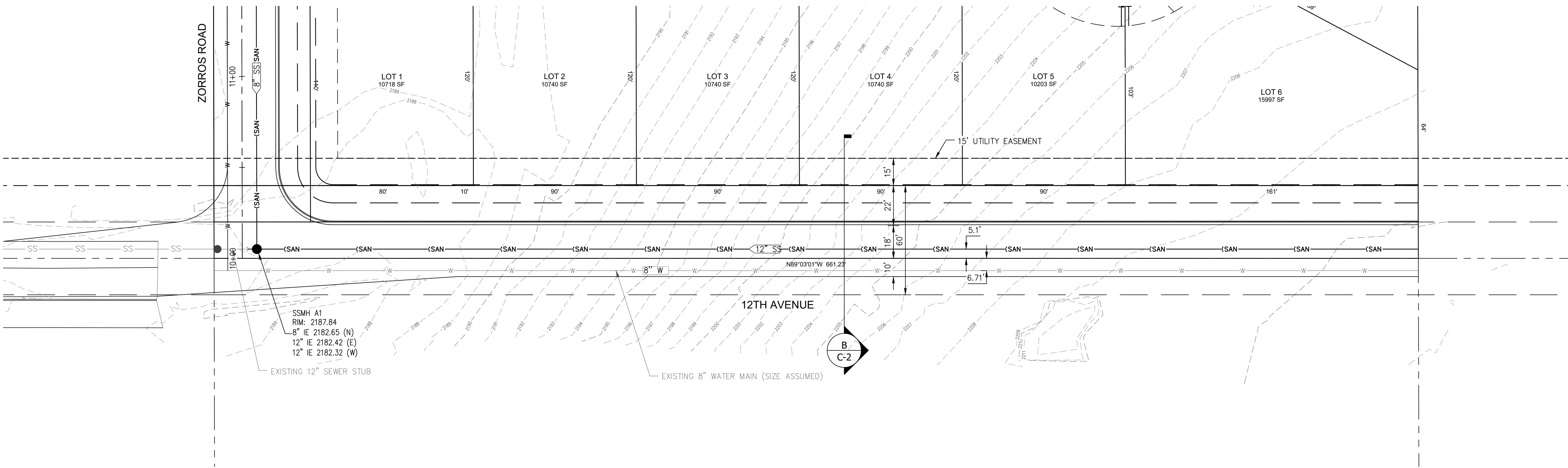
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0 30 60 Feet



NOTES

- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.



Olsen Engineering
P.O. Box 1834
Post Falls, ID 83877
208-651-4152
eo@oecivil.com



prj: ASHLAR RANCH SUBDIVISION

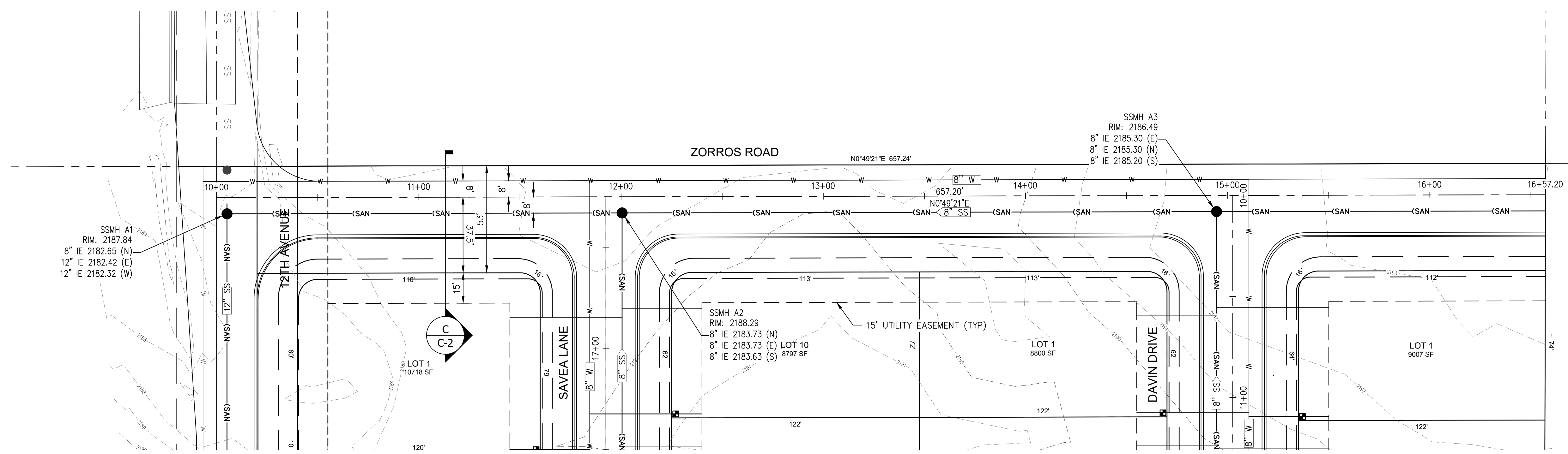
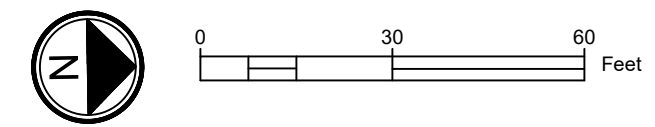
loc: 12TH AVENUE POST FALLS, IDAHO

sh: 12TH AVENUE PLAN

#	DATE	REVISION

C-3

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NOTES

- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.
- 2) CURB RETURN RADII ARE 20'. DIMENSION IS TO FACE OF CURB

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811 Know what's below. Call before you dig.

Olson Engineering
 P.O. Box 1894
 Post Falls, ID 83877
 208-651-4152
 eo@oeivil.com

PROFESSIONAL ENGINEER
 LICENSE # 2350
 STATE OF IDAHO
 ERIC K. OLSON

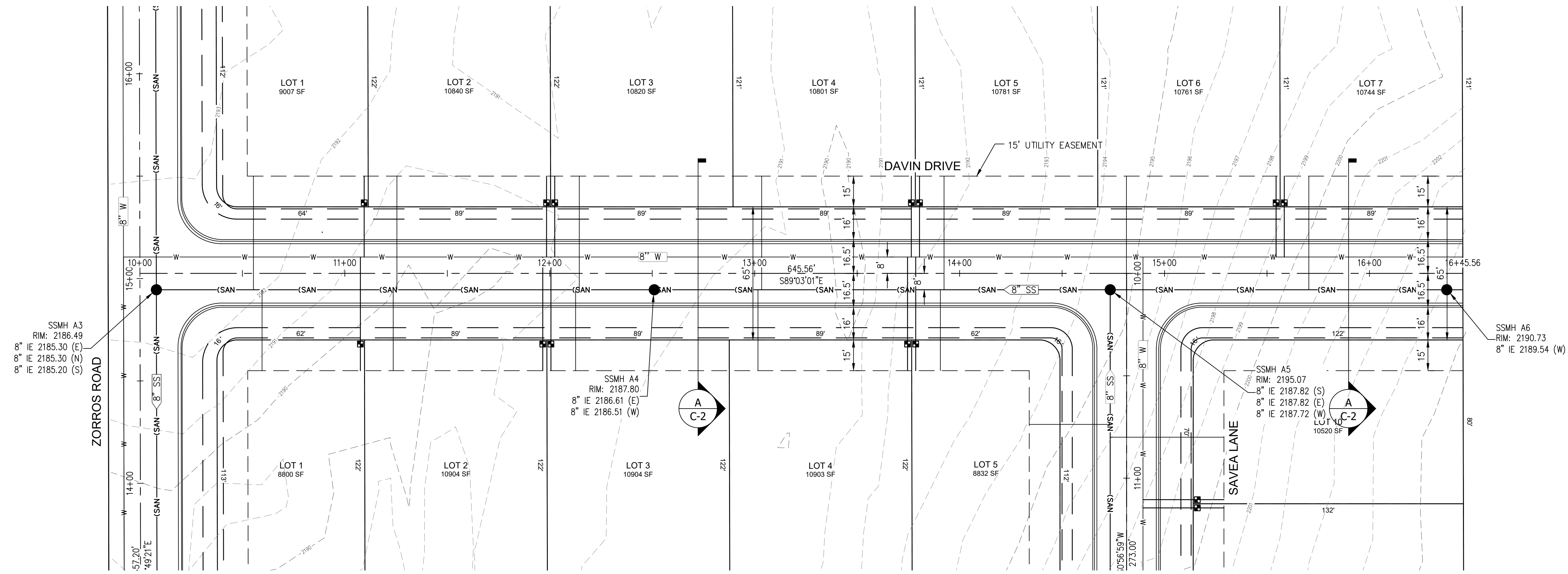
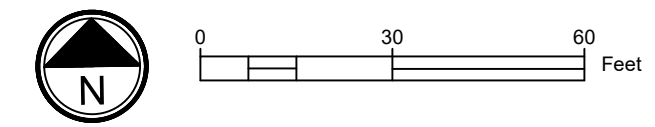
prj: **ASHLAR RANCH SUBDIVISION**

loc: **12TH AVENUE POST FALLS, IDAHO**

sh: **ZORROS ROAD PLAN 10+00 - 16+57.20**

#	DATE	REVISION

C-4



NOTES
 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.

c:\users\ep\olson_engineering\projects\2021\2194-woodhaven_holdings\dwg\plans\2194-sd_plan1.dwg

811 Know what's below. Call before you dig.

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 P.O. Box 1894
 Post Falls, ID 83877
 208-651-4152
 eo@oecivil.com

PROFESSIONAL ENGINEER
 LICENSE
 12350
 STATE OF IDAHO
 ERIC K. OLSON

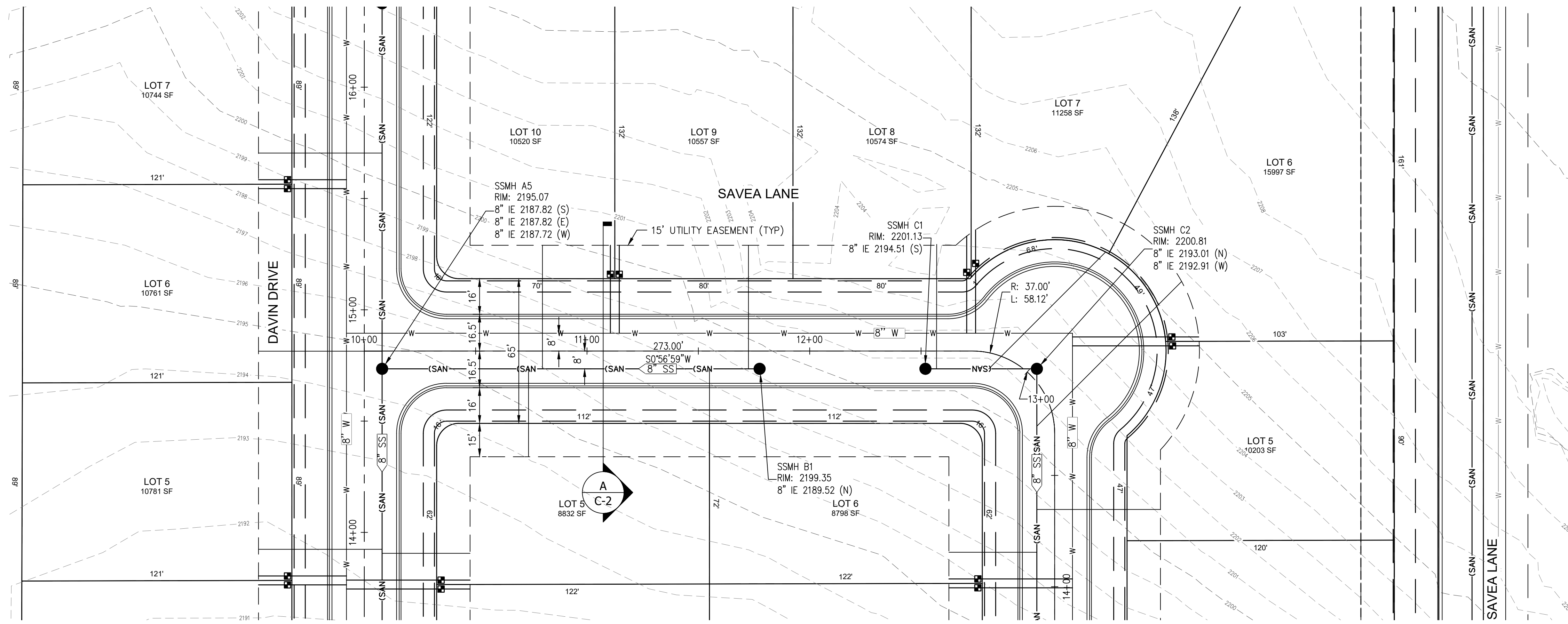
prj: **ASHLAR RANCH SUBDIVISION**

loc: **12TH AVENUE POST FALLS, IDAHO**

sht: **DAVIN DRIVE PLAN 10+00 - 16+45.56**

#	DATE	REVISION

C-5



NOTES

1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.

c:\users\ep\olson_engineering\olson_engineering - projects\2021\2194-woodhaven_holdings\dwg\plans\2194-sd_plan1.dwg

811 Know what's below. Call before you dig.

Olson Engineering
P.O. Box 1894
Post Falls, ID 83877
208-651-4152
eo@oeivil.com

PROFESSIONAL ENGINEER LICENSE
1250
STATE OF IDAHO
ERIC K. OLSON

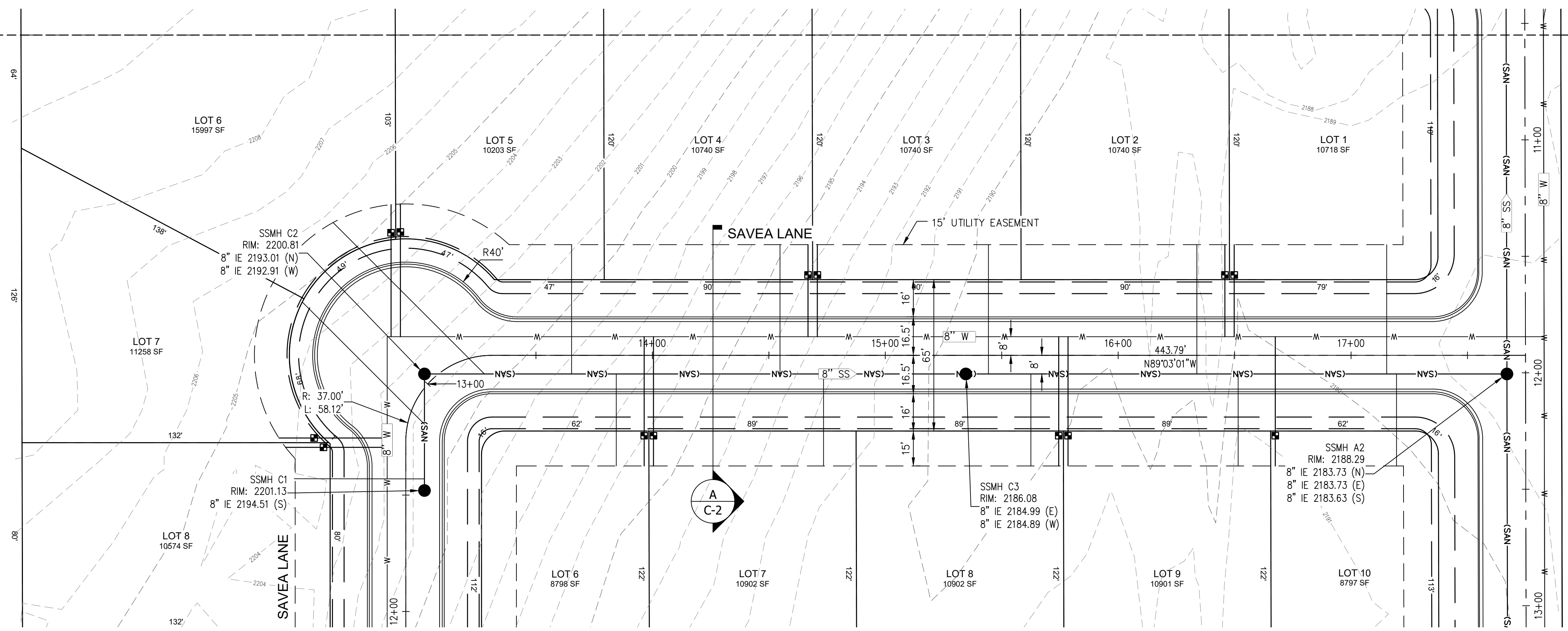
prj: ASHLAR RANCH SUBDIVISION

loc: 12TH AVENUE POST FALLS, IDAHO

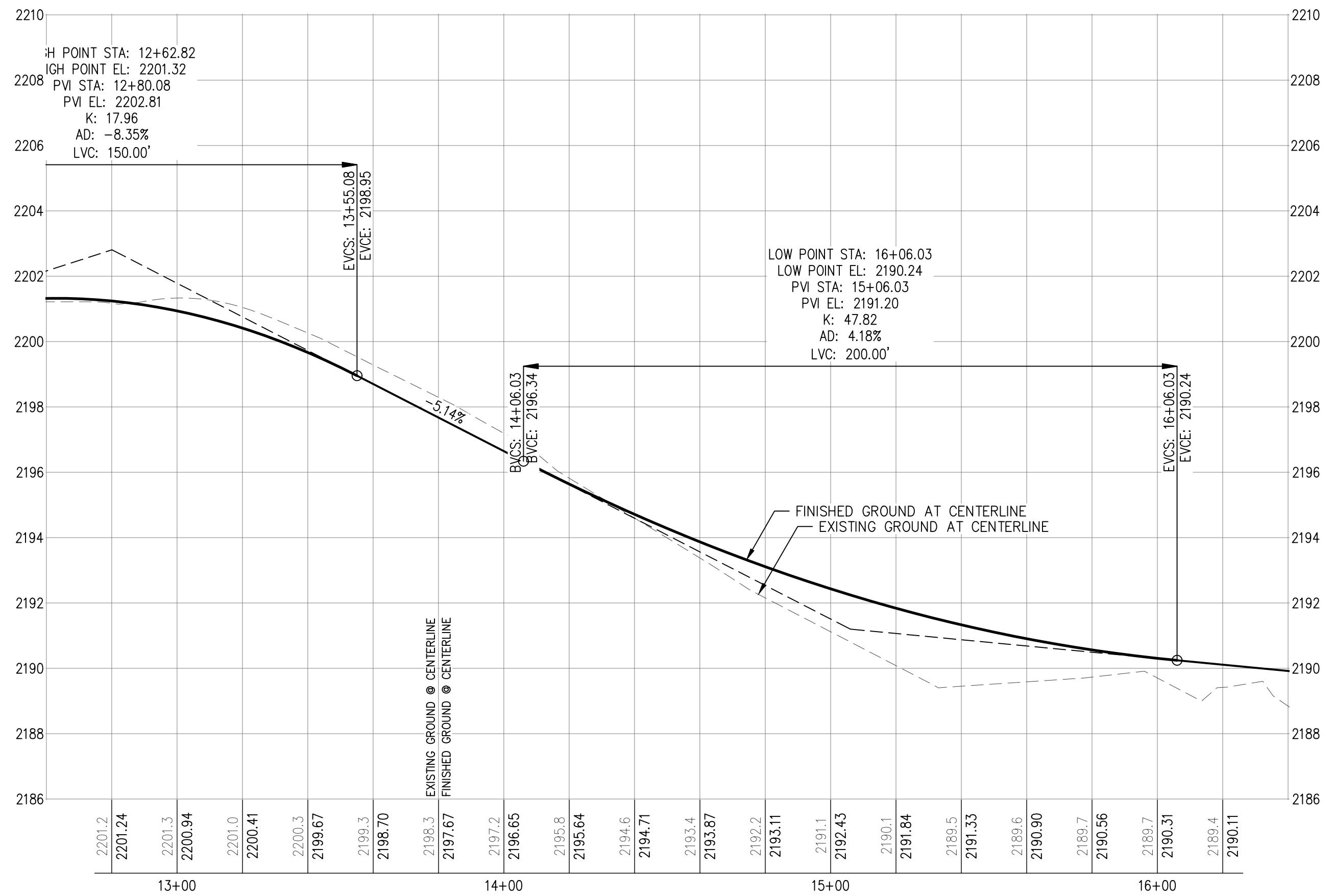
sht: SAVEA LANE PLAN 10+00 - 13+00

#	DATE	REVISION

C-6



- NOTES**
- 1) RIGHT OF WAY LANDSCAPING TO BE INSTALLED PER THE CITY OF POST FALLS STANDARDS.
 - 2) THE PROFILE SHOWN ON THIS SHEET IS APPROXIMATE. ADDITIONAL EARTHWORK AND STORM DRAINAGE ANALYSIS NEEDS TO BE PERFORMED.
 - 3) THE GRADING IN LOTS 3-8 MAY HAVE CUTS IN EXCESS OF 4'



811 Know what's below. Call before you dig.

Olson Engineering
 P.O. Box 1894
 Post Falls, ID 83877
 208-651-4152
 eo@oeidvll.com

PROFESSIONAL ENGINEER
 LICENSE
 1250
 STATE OF IDAHO
 ERIC K. OLSON

prj: ASHLAR RANCH SUBDIVISION

loc: 12TH AVENUE POST FALLS, IDAHO

sht: SAVEA LANE PLAN 13+00 - 17+74.91

#	DATE	REVISION

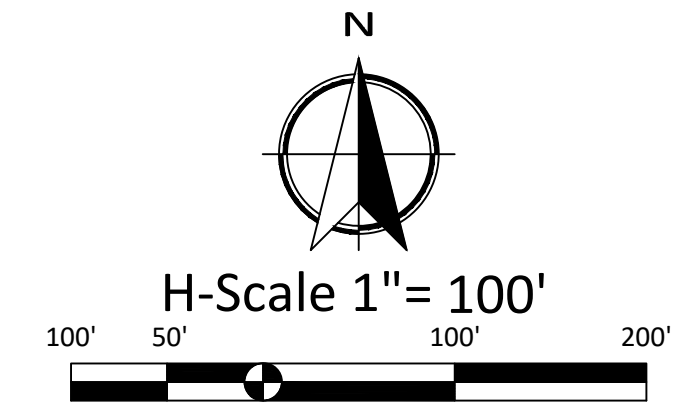
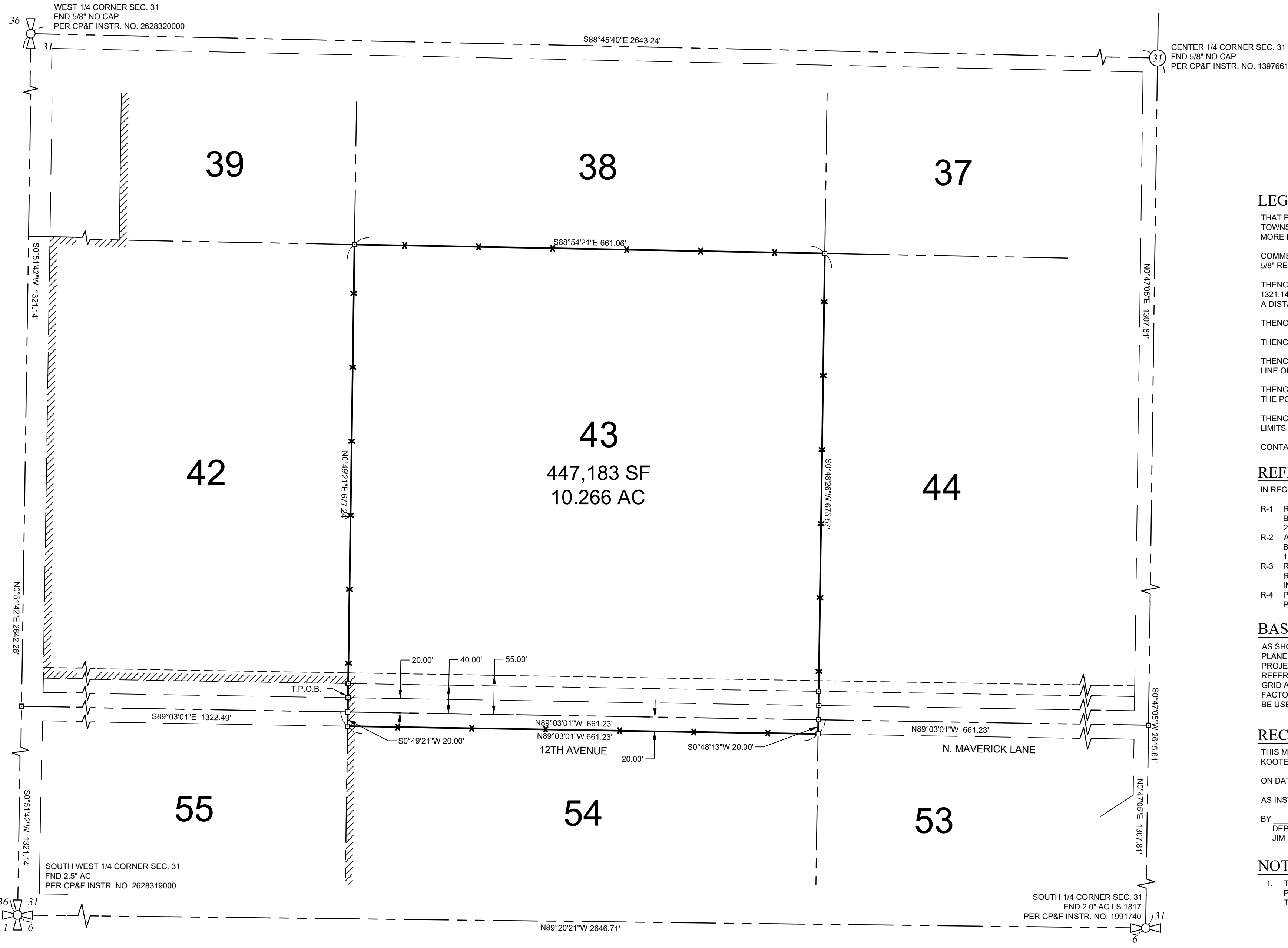
C-7

c:\users\ep\olson_engineering\projects\2021\2194-woodhaven_holdings\dwg\plans\2194-sd_plan1.dwg

RECORD OF SURVEY

BOOK _____ PAGE _____
INST.# _____

CITY OF POST FALLS ORDINANCE # _____
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGAL DESCRIPTION: EXHIBIT "A"
 THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;
 THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;
 THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;
 THENCE S 00°48'27" W A DISTANCE OF 675.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
 THENCE N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
 THENCE N 00°49'21" E A DISTANCE OF 20.00 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING.
 CONTAINING 9.962 ACRES, MORE OR LESS.

REFERENCES
 IN RECORDS OF KOOTENAI COUNTY, IDAHO:
 R-1 RECORD OF SURVEY BY JON A. GORDON P.L.S. 13911, RECORDED IN BOOK 28, OF SURVEYS AT PAGE 408, UNDER INSTRUMENT NO. 2509253000.
 R-2 ANNEXATION MAP BY MARK W. DUFFNER P.L.S. 9905, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 363, UNDER INSTRUMENT NO. 1748259.
 R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5078, RECORDED IN BOOK 14 OF SURVEYS, AT PAGE 14, UNDER INSTRUMENT NO. 1330307.
 R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 80.

BASIS OF BEARING
 AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.99992125. A CONVERGENCE ANGLE OF -0°50'34" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE
 THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING
 ON DATE _____ AT _____ O'CLOCK _____ M
 AS INSTRUMENT _____ IN BK. _____ OF SURVEYS AT PG. _____
 BY _____
 DEPUTY,
 JIM BRANNON, RECORDER. FEE: _____

NOTES
 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

	N-S 1/4 SECTION CORNER AS NOTED		R.O.W. RIGHT-OF-WAY
	SECTION CORNER AS NOTED		EXISTING POST FALLS CITY LIMITS
	E-W 1/4 SECTION CORNER AS NOTED		PROPOSED POST FALLS CITY LIMITS
	CENTER SECTION CORNER AS NOTED		

SURVEYOR'S CERTIFICATE
 I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.
 CHAD J. JOHNSON PLS 9367 _____ DATE _____



RECORD OF SURVEY			
ANNEXATION ORDINANCE # _____			
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T 51 N., R 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLOT DATE: DEC. 2021	SHEET 1
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	1

Johnson Surveying
 P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

EXHIBIT "A"
ASHLER RANCH R-O-W & EASEMENT DESCRIPTION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE OF 12TH AVENUE ON THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING POST FALLS CITY LIMITS, N 00°49'21" E A DISTANCE OF 40.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY OF 12TH AVENUE;

THENCE, ALONG THE PROPOSED NORTH RIGHT-OF-WAY, S 89°03'01" E A DISTANCE OF 661.21 FEET;

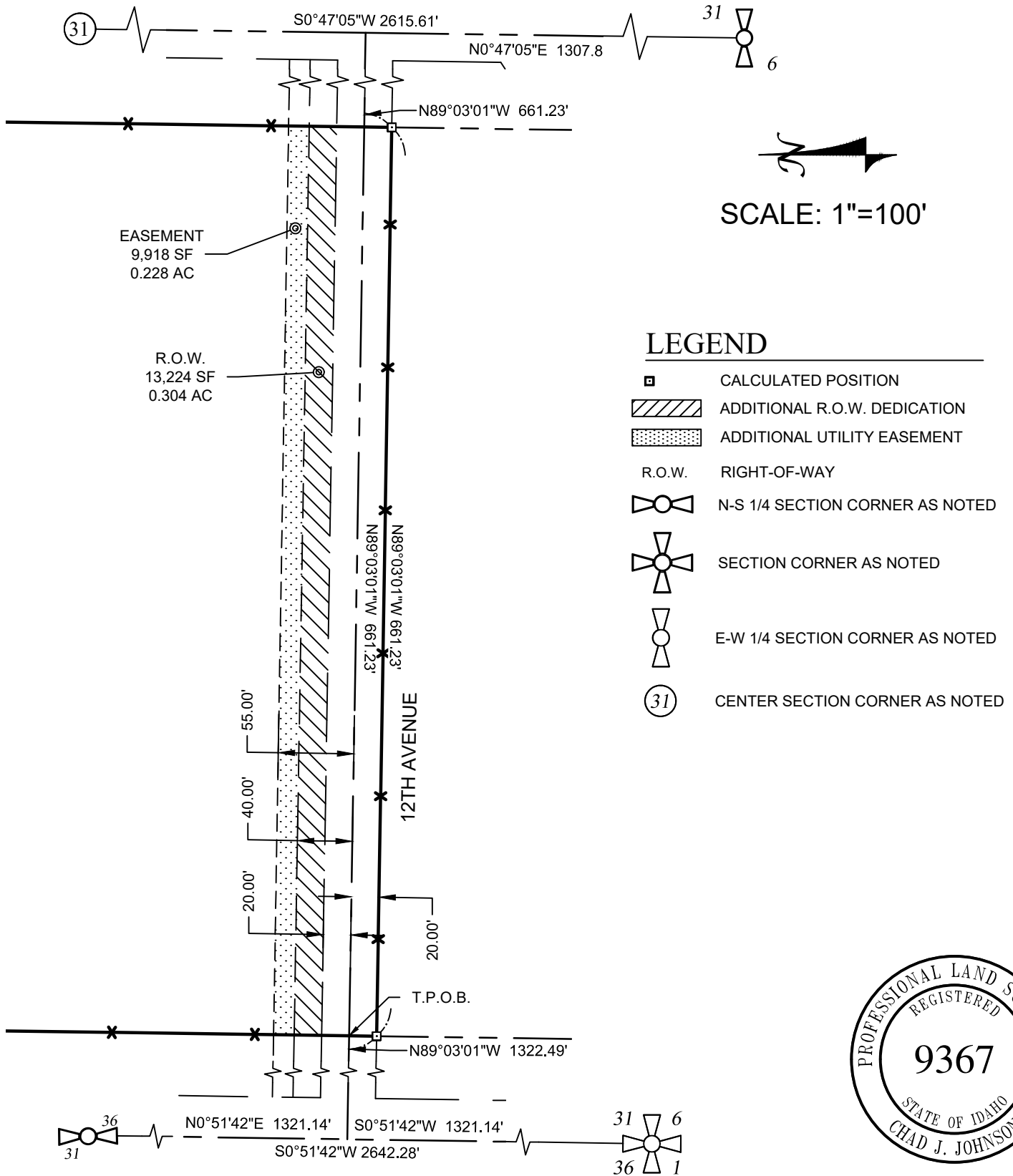
THENCE, LEAVING PROPOSED RIGHT OF WAY, S 00°48'26" W A DISTANCE OF 40.00 FEET TO THE EXISTING CENTERLINE OF 12TH AVENUE;

THENCE, ALONG THE EXISTING CENTERLINE, N 89°03'01" W A DISTANCE OF 661.22 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH A ROADWAY, SLOPE AND UTILITY EASEMENT 15 FEET IN WIDTH ADJOINING THE ABOVE DESCRIBED PARCEL OF LAND.

EXHIBIT B

W. PRAIRIE AVENUE ADDITIONAL RIGHT-OF-WAY AND UTILITY EASEMENT



SCALE: 1"=100'

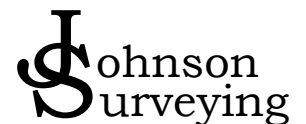
LEGEND

- CALCULATED POSITION
- ADDITIONAL R.O.W. DEDICATION
- ADDITIONAL UTILITY EASEMENT
- R.O.W.
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- CENTER SECTION CORNER AS NOTED



EXHIBIT B

SW 1/4 NE 1/4 SW 1/4 OF SEC. 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: 12-08-2021

DRAFTED BY: ATM

PLOT DATE: DEC. 2021

SHEET

P.O. Box 2544 Post Falls, ID 83877
208-660-2351

FILE NAME: 21-288 SURVEY

CHECKED BY: CJJ

PROJECT No.: 21-288

1 / 1

johnsonsurveyingnw.com

ROSS POINT WATER DISTRICT

February 1, 2022

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

RE: EAST END OF 12TH AVE – AIN #147451

Dear Mr. Melvin:

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

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

Ross Point Water District will provide water service to the PARCEL NUMBER AIN #147451, located at the east end of 12th Ave. conditioned upon the developer completing off-site improvements, if any.

Additional requirements include:

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

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

If you have any questions regarding this matter please call.

Sincerely,

Christine Waller
Ross Point Water District

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



January 23, 2022

This document is to grant authorization for Olson Engineering to act on behalf of VS Development LLC for land use processes in the City of Post Falls. The properties in question are commonly known as 4451 and 4455 E. 12th Ave.

AIN 147451

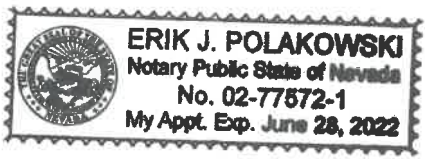



Ryne Stoker
Authorized Agent

VS Development LLC

State of Nevada, Clark County

This record was signed before me on 1-23-2022 by Ryne Stoker





Commission expires on 6-28-2022

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 415991

SCHEDULE A

Escrow Officer: Sandy Motz - sandy@kootenaititle.com
Title Officer: Nikki Droll - nikkid@kootenaititle.com

1. Commitment Date: August 31, 2021 at 05:00 PM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$1,030,000.00
Proposed Insured:		Premium:	\$2,840.00

Woodhaven Holdings LLC

Total:: \$2,840.00

b. Loan Policy	(ALTA Loan Policy Standard (6/17/16))	Amount:	\$515,000.00
Proposed Insured:		Premium:	\$75.00

CLACDA Investments, LLC, an Idaho limited liability company

Total:: \$75.00

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

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

CLACDA Investments, LLC, an Idaho limited liability company

5. The Land is described as follows:

Tract 43, Block 31, POST FALLS IRRIGATED TRACTS, according to the plat recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Nikki Droll
By: _____
Kootenai County Title Company, Inc.



By: *Agnes M. ...*
ATTEST
[Signature]
President
[Signature]
Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

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

Note 2: The address of the herein described property is:
4451 E. 12th Ave.
Post Falls, ID 83854

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

6. This company will require the following documents in order to insure a conveyance or encumbrance by the Liability Company named below:

Company: CLACDA Investments, LLC, A Limited Liability Company

A. Articles of organization to determine its legal existence, the names of the original member, whether business is to be carried on by the members or manage or managers, and for any limitations that may affect the transaction to be insured or the acts of the persons to bind the company;

B. If management is in its members, then a copy of the current list of the names;

C. The company's current agreement including all amendments if the company adopted one, for regulations and the management of it affairs with a verified statement that the operating agreement is a true and correct copy of the agreement now in effect.

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SCHEDULE B

(Continued)

SCHEDULE B, PART II

Exceptions

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

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) of (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. General Taxes and Assessments, which are a lien, for the year 2020, of which the 1st installment is due December 21 of the tax year and the 2nd installment is due June 21 of the subsequent year (amounts do not include penalty and interest if delinquent) :
Total: \$1,796.65, paid
Parcel No.: 0636031043ZZ
AIN No.: 147451
 - 8. General taxes for the year 2021, which are a lien, not yet due or payable.

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SCHEDULE B

(Continued)

9. Special Assessments, if any, for the City of Post Falls.
10. Assessments of Ross Point Water District.
11. Restrictions, conditions, dedications, notes, easements and provisions delineated and / or described on the plat recorded in Book C of Plats at Page 78, as Post Falls Irrigated Tracts, Kootenai County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: April 3, 1991
Instrument No.:1213500, records of Kootenai County, Idaho.

[1213500](#)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: April 3, 1991
Instrument No.:1213501, records of Kootenai County, Idaho.

[1213501](#)
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: September 14, 1993
Instrument No.:1320188, records of Kootenai County, Idaho.

[1320188](#)
15. Road Maintenance Agreement by Gary R. Ballard and , recorded December 6, 1993 as
Instrument No. 1331855, records of Kootenai County, Idaho.

[1331855](#)
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company

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SCHEDULE B

(Continued)

Purpose: public utilities

Recorded: January 5, 1996

Instrument No.:1428972, records of Kootenai County, Idaho.

[1428972](#)

17. Road Maintenance Agreement by and between Gary R. Ballard and Franciosa S. Ballard, recorded October 29, 2002 as Instrument No. 1760455, records of Kootenai County, Idaho.

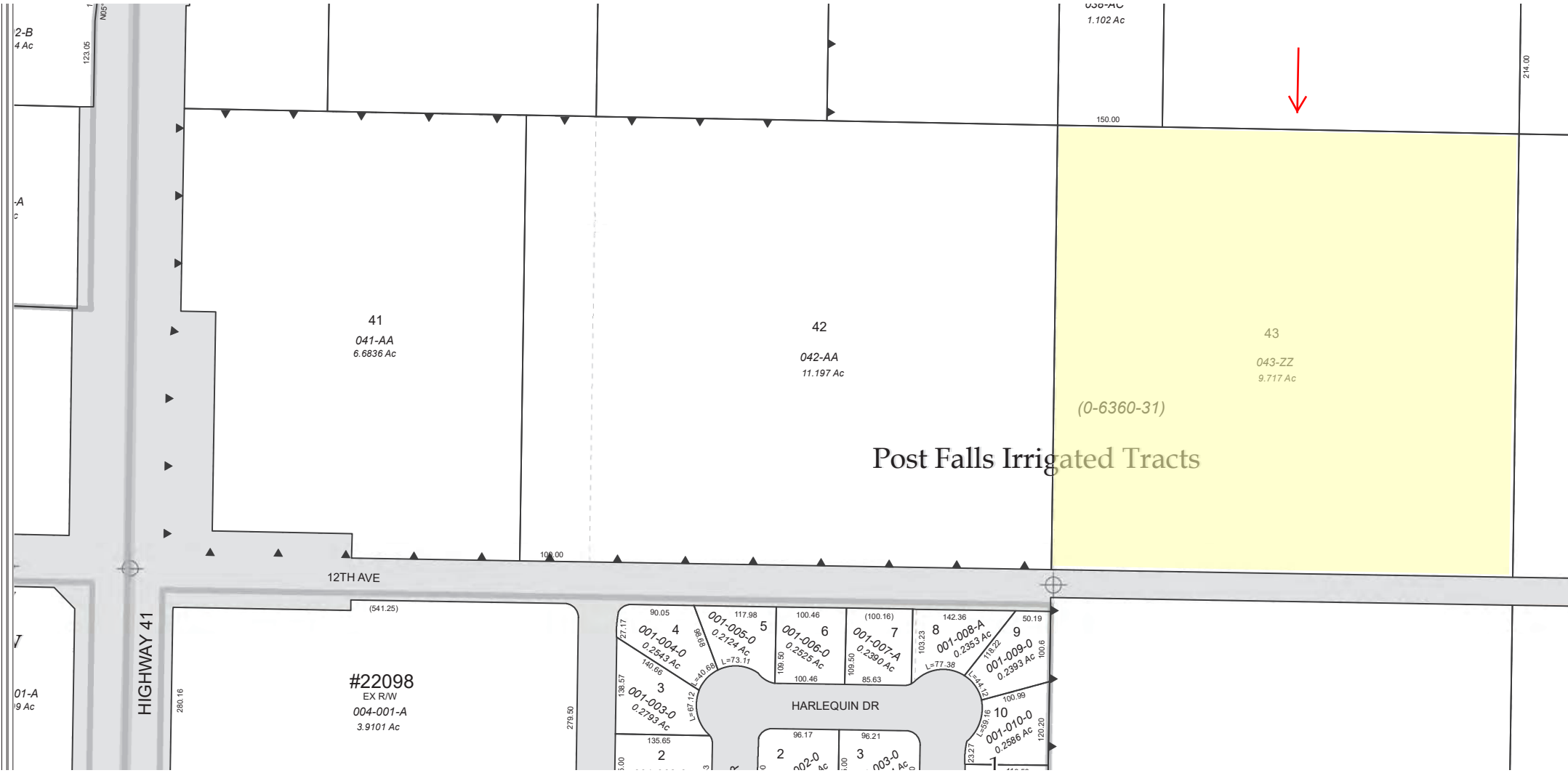
[1760455](#)

END OF SCHEDULE B

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2-B
4 Ac

-A
c

01-A
19 Ac

030-AL
1.102 Ac

41
041-AA
6.6836 Ac

42
042-AA
11.197 Ac

43
043-ZZ
9.717 Ac

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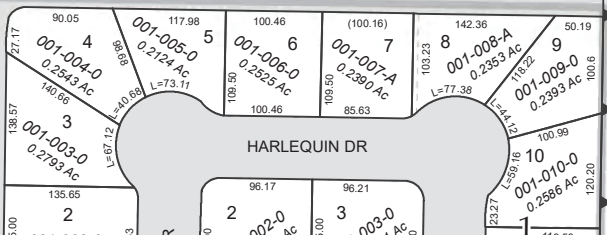
Post Falls Irrigated Tracts

12TH AVE

HIGHWAY 41

#22098
EX RW
004-001-A
3.9101 Ac

HARLEQUIN DR



OPERATING AGREEMENT
OF
V S DEVELOPMENT, LLC
a Nevada limited liability company

This Operating Agreement (this “Agreement”) of V S Development, LLC, a Nevada limited liability company (the “Company”), is made, adopted and entered into in Las Vegas, Nevada, as of January 26, 2022 (the “Effective Date”), by and between Eagle Crest Land, LLC, an Idaho limited liability company (“Eagle Crest”) and Woodhaven Holdings, LLC, an Idaho limited liability company (“Woodhaven”) with reference to the recitals set forth below.

RECITALS

A. On October 27, 2021, the Company was organized by filing the Articles (as defined below) under the Act (as defined below) in the office of the Nevada Secretary of State.

B. As of the Effective Date, the Members (as defined below) desire to set forth and adopt the Agreement of the Company to provide for the conduct of the Company’s business and affairs on and after the Effective Date.

NOW, THEREFORE, the Members hereby agree to and adopt the following:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. The following capitalized terms used in this Agreement shall have the following meanings:

“Act” means Chapter 86 of the Nevada Revised Statutes.

“Affiliate” means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, “control,” “controlling” and “controlled” mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Articles” means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

“NRS” means the Nevada Revised Statutes.

“Capital Contribution” means a contribution to the capital of the Company in cash, property, or otherwise.

“Code” means the Internal Revenue Code of 1986 or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

“Company” means V S Development, LLC, a Nevada limited liability company.

“Company Property” means all assets of the Company, including all real and personal property owned or acquired by the Company and any improvements thereto and including both tangible and intangible property.

“Covered Person” means the Members and any other Person designated by the Manager as a Covered Person, or any Person who was, at the time of the act or omission in question, a member of the Company or other Person designated by the Manager as a Covered Person.

“Effective Date” shall have the meaning set forth in the introductory paragraph.

“Interest” means the entire ownership interest of a Member in the Company at any time, including an interest in the capital and profits of the Company and the right of a Member to any and all other benefits to which the Member may be entitled under the Act and this Agreement.

“Majority-in-Interest” means Members holding more than 50% of the Member’s Interest in the Company.

“Manager” means the Manager of the Company as set forth in Section 2.8 below.

“Member” means any Person designated in this Agreement as a Member or any person who becomes a Member under this Agreement. As of the Effective Date, the Member’s name, address and ownership interest are as set forth on Schedule I.

“Person” means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

“Records Office” means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

“Regulations” means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code.

“UCC” means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument, statute or regulation defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument, statute or regulation as from time to time amended, modified or supplemented, including, without exclusion, (in the case of agreements or instruments) by waiver or consent and (in the case of statutes or regulations) by succession of comparable successor statutes or regulations, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed as Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Members are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is “V S Development, LLC”. Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. As of the Effective Date, the Records Office is 8720 Kulka Rd., Las Vegas, Nevada 89161. The Records Office may be changed to another location within the State of Nevada as the Manager may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager may designate or as the business of the Company may require.

2.5 Registered Agent and Registered Office. The registered agent of the Company for service of process shall be the Amen Law, LLC, located at 6835 Escondido St., Las Vegas, Nevada 89119 or as changed by the Manager from time to time.

2.6 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, to engage in any lawful act or activity for which limited liability companies may be formed under the Act and engage in any and all activities necessary or incidental to the foregoing.

2.7 Powers of the Company. The Company, upon consent of the Members, shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.6, including, but not limited to, the power and authority to:

(a) borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(b) conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States or in any foreign country;

(c) acquire, by purchase, lease, contribution of property or otherwise, and own, hold, maintain, improve, finance, lease, sell, convey, mortgage, transfer, exchange, demolish or dispose of any real or personal property;

(d) enter into guarantees and incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of the Company Property, franchises, and income;

(e) negotiate, enter into, perform, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to contracts of any kind, including, without limitation, contracts with the Members or any Affiliate of the Members or the Company;

(f) purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares, member's interests or other interests in or obligations of domestic or foreign entities, joint ventures or similar associations, general or limited partnerships or natural persons, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof;

(g) sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(h) appoint employees, agents and officers of the Company, and define their duties and fix their compensation;

(i) indemnify any Person and obtain any and all types of insurance;

(j) cease its activities and cancel its insurance;

(k) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or hold such proceeds against the payment of contingent liabilities; and

(l) make, enter into, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

2.8 Manager. The Manager shall be Eagle Crest Land, LLC.

ARTICLE III
MEMBERSHIP INTEREST AND CAPITAL CONTRIBUTIONS

The membership Interest for each Member is set forth on Schedule I to this Agreement and incorporated by reference. A Member shall be liable to make Capital Contributions as required. The Company may from time to time, require additional Capital Contributions from the Members to support the ongoing operations of the Company (“Subsequent Capital Contributions” or “SCC”). In that event the Manager of the Company shall provide notice to all Members notifying the membership of the total anticipated capital requirements of the Company and the pro-rata amount of such total SCC required from each Member to meet the total SCC required. The SCC for each Member shall be based on the percentage of the Member’s Interest as it bears to all membership Interests of the Company. In the event of a Member’s failure to pay the Member’s SCC in accordance with the Manager’s notice, the non-paying Member shall be deemed to not have elected to participate in the SCC and their level of membership in the Company will be reduced.

ARTICLE IV
PROFITS AND LOSSES

4.1 Profits and Losses. The Company’s profits and losses for any period shall be allocated to the Members on a pro-rata basis based on each Member’s Interest as provided in this Agreement.

4.2 Tax Classification. So long as the Company continues to have more than one Member, it is intended that the Company be treated as a “partnership” for federal and all relevant state income tax purposes, and all available elections shall be made, and all available actions shall be taken, to cause the Company to be so treated. If at any time the Company has only one Member with the right to receive distributions, it is intended that the Company be disregarded for federal and all relevant state income tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes only, as provided for by Regulations Sections 301.7701-1, *et seq.*, and comparable provisions of applicable state tax law.

ARTICLE V
DISTRIBUTIONS

5.1 Operating Distributions. Subject to Article 5.2, the Company shall from time to time distribute to the Members such amounts in cash and other assets as shall be determined by the Manager.

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Members shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Members. The Members shall not be required to loan any funds to the Company, nor shall the Members be required to make any contribution to the Company except as provided herein, nor shall the Members be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Powers of the Manager. Subject to the limitations set forth in Article 2.7 requiring Member consent, the Manager shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company, to make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company and to take all such actions and perform all such duties and powers as the Manager deems necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purpose of the Company. The Manager shall be the sole Person with the power to bind the Company except and to the extent that such power is expressly delegated to any other Person by the Manager in this Agreement or in writing or by oral communication, and such delegation shall not cause the Manager to cease to be the Manager. The Manager shall keep the Members informed regarding the status of the development of the Property and all banking activity related thereto.

6.3 Action by the Manager. Unless otherwise required by this Agreement or by law and subject to the limitations of Article 2.7 requiring Member consent, the Manager may take action or give his consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.4 Tenure of Manager. The Manager shall hold office until removed by a Majority-in-Interest.

6.5 Election of Officers. The Manager may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager or until their earlier removal or resignation. Any officer appointed by the Manager may be removed at any time, for any reason, by the Manager, subject to the rights, if any, of the respective parties under any contract between the Company and such officer. Any vacancy in any office shall be filled by the Manager. Any officer may resign at any time upon notice to the Manager.

6.6 Execution of Instruments, Deeds and Contracts. Unless otherwise required by law or authorized or directed by the Manager all checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Company, all deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Company shall be a party, and all assignments or endorsements of stock certificates, registered bonds or other securities owned by the Company may be signed in the name of the Company by the Manager or the Manager's designee. The Manager may authorize the use of the facsimile signatures of any such officer. Any officer or agent of the Company designated by the Manager shall be authorized

to attend, act and vote at any meeting of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof. Such officer or agent at any such meeting or by such written action shall possess and may exercise on behalf of the Company any and all rights and powers incident to the ownership of such interest.

6.7 Transfer of Member's Interest. A Member may transfer or assign the Member's Interest only upon first obtaining written consent from all other Members.

ARTICLE VII
DISSOLUTION OF THE COMPANY AND
TERMINATION OF A MEMBER'S INTEREST

7.1 Dissolution. The Company shall be dissolved upon the unanimous consent of the Members and its affairs wound up as determined by the Manager.

7.2 Resignation. Subject to Section 6.4 and applicable law, the Manager may not resign from the Company before the dissolution and winding up of the Company.

7.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 7.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Manager shall oversee the winding up of the Company's affairs;
- (b) the Company Property shall be liquidated as determined by the Manager, or the Manager may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other Company Property shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;
 - (ii) to the payment of the debts and liabilities of the Company, including any debts and liabilities owed to the Members;
 - (iii) to the establishment of any reserves that the Manager determines to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Members arising out of or in connection with the Company; and
 - (iv) the balance, if any, to the Members proportionally based on the Member's Interest.

ARTICLE VIII
LIABILITY, EXCULPATION AND INDEMNIFICATION

8.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Manager or an authorized officer, employee or agent of the Company, except that a Covered Person shall be liable for any such loss, damage or claim if a final adjudication by a court of competent jurisdiction establishes that such Covered Person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

8.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, a Covered Person acting under this Agreement shall not be liable to the Company or the Members for such Covered Person's good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of such Covered Person.

8.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

8.4 Determination of Right to Indemnification. Any indemnification under Section 8.3, unless ordered by a court or advanced pursuant to Section 8.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Manager that indemnification of the Covered Person is proper in the circumstances.

8.5 Advance Payment of Expenses. The expenses of the Members incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Members to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Members are not entitled to be indemnified by the Company. The provisions of this Section do not affect any rights to advancement of expenses to which personnel of the Company other than the Members may be entitled under any contract or otherwise by law.

8.6 Assets of the Company. Any indemnification under this Article VIII shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Members in order to provide a source of funds for any indemnity, and the Members shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 Ownership Certificates; Legend. The Company may, but is not required to, issue a certificate to the Members to evidence the Member's Interest. If issued, the Members or any officer of the Company authorized by the Members may sign such certificate on behalf of the Company. The Members may deem the Member's Interest a "security" under Section 104.8102(1)(n) of the UCC by affixing a legend so stating to any certificate issued to the Member.

9.2 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager deems reasonable, on behalf of such Persons as the Manager determines, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

9.3 Complete Agreement. This Agreement, including any schedules or exhibits hereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Members with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Members.

9.4 Amendments. This Agreement may be amended only by a writing adopted and signed by the Members.

9.5 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Members, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

9.6 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Members and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

9.7 Counterparts and Facsimile or Electronic Copies. Facsimile or electronic copies of this Agreement or any approval or written consent of the Members and facsimile or electronic signatures hereon or thereon shall have the same force and effect as originals.

9.8 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision or application thereof shall be deemed severable and the remainder of this Agreement,

and all other applications thereof, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

9.9 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the Members.

9.10 No Third-Party Beneficiaries. Except as set forth in Article VIII, this Agreement is adopted solely by and for the benefit of the Members and its respective successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

[Signature appears on the following page.]
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date.

"MEMBERS":

Eagle Crest Land, LLC, an Idaho limited liability company

Woodhaven Holdings, LLC, an Idaho limited liability company

By: 
Its: Manager

By: 
Its: Member

SCHEDULE I

Member's Name	Member Address	Member's Interest	Initial Contribution
Eagle Crest Land, LLC	8720 Kulka Rd., Las Vegas, Nevada 89161	80%	\$480,000.00
Woodhaven Holdings, LLC	4826 W Mill River Ct. Coeur D Alene, Idaho 83814	20%	\$120,000.00



Escrow No. W2831TGW

QUITCLAIM DEED

FOR VALUE RECEIVED,

Ryne C. Stoker, Trustee of the Ryne C. Stoker Separate Property Trust, dated April 22, 1999

do(es) hereby convey, release and forever quitclaim unto

Eagle Crest Land, LLC, a Idaho Limited Liability Company

whose current address is: 8720 Kulika Road, Las Vegas, NV. 89161-1111

the following described premises, to-wit:

Parcel #1: Lot 2 in Block A of Findem Subdivision, according to the plat filed in Book G of Plats at Page(s) 399, records of Kootenai County, Idaho

and

Parcel # 2: Lot 1 in Block A of Findem Subdivision, according to the plat filed in Book G of Plats at Page(s) 399, records of Kootenai County, Idaho.

together with their appurtenances and including any and all after acquired title.

Date: April 10th, 2021

The Ryne C. Stoker Separate Property Trust, dated April 22, 1999

By: [Signature] SIGN HERE

STATE OF Nevada)
COUNTY OF Clark) ss.



On this 10 day of April, in the year of 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared

Ryne C. Stoker
known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, as Trustee(s) of

The Ryne C. Stoker Separate Property Trust, dated April 22, 1999
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as Trustee(s) of said Trust, and that by his/her/their signature(s) on the foregoing instrument, the Trust executed the instrument and acknowledged the same for the purposes therein contained.

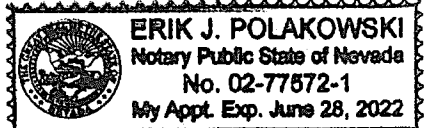
In witness whereof, I hereunto set my hand and official seal.

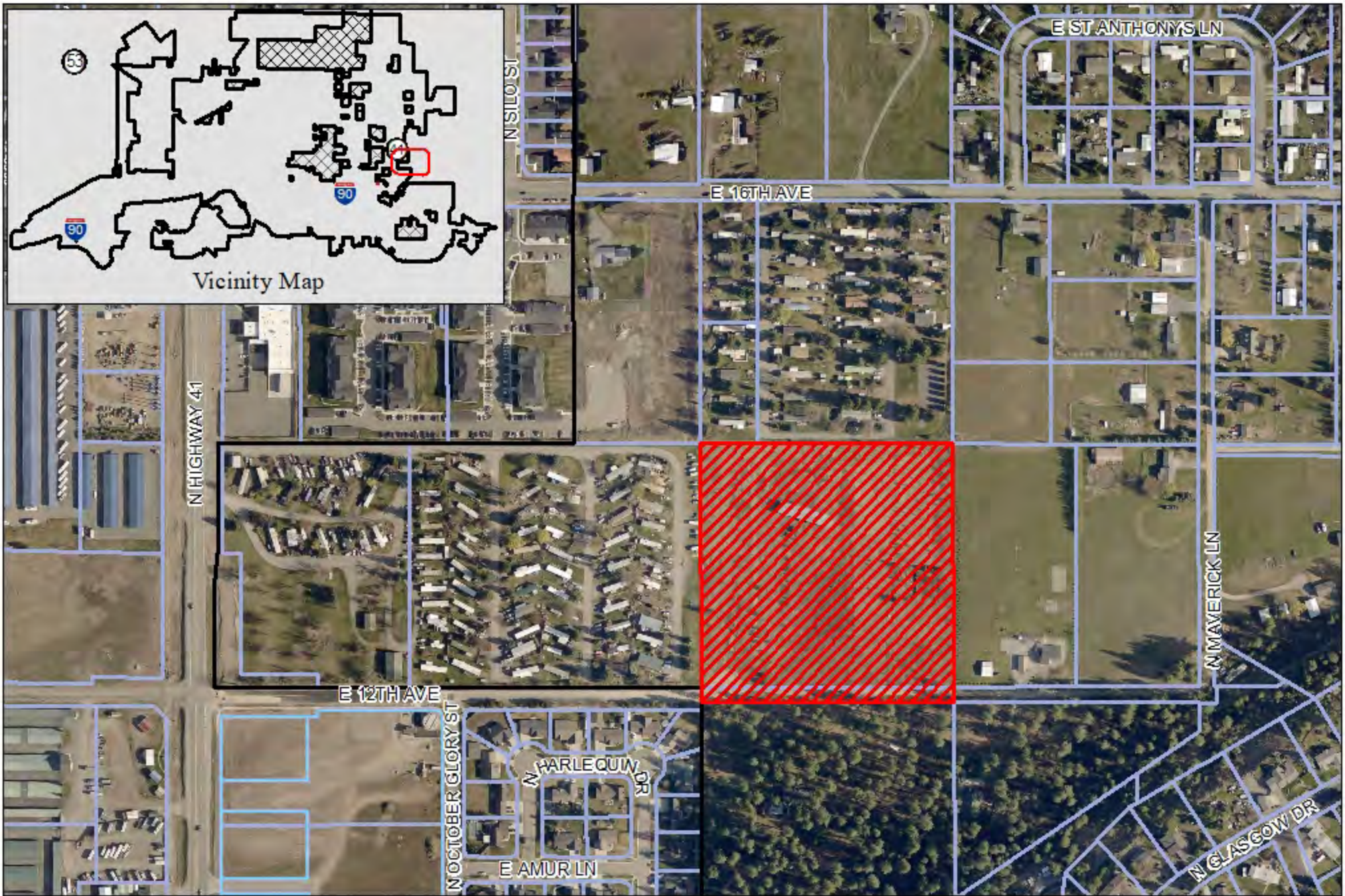
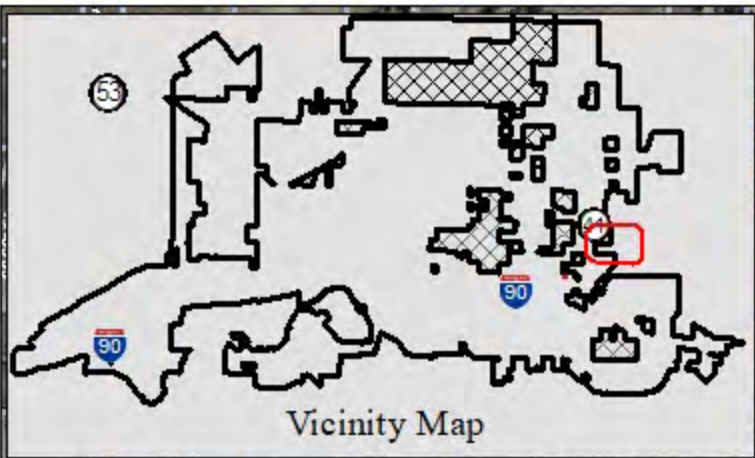
[Signature]
Notary Public in and for said State
Residing at: 5633 Farmcote Way, Las Vegas, NV 89135
Commission Expires: June 28, 2022



Trustee Notary Acknowledgment

ACCOMODATION RECORDING
KOOTENAI COUNTY TITLE COMPANY
has not examined this document,
and assumes no liability as to its
validity or its effects on title.





Vicinity Map
 ASHLAR RANCH
 ANNX-0004-2022






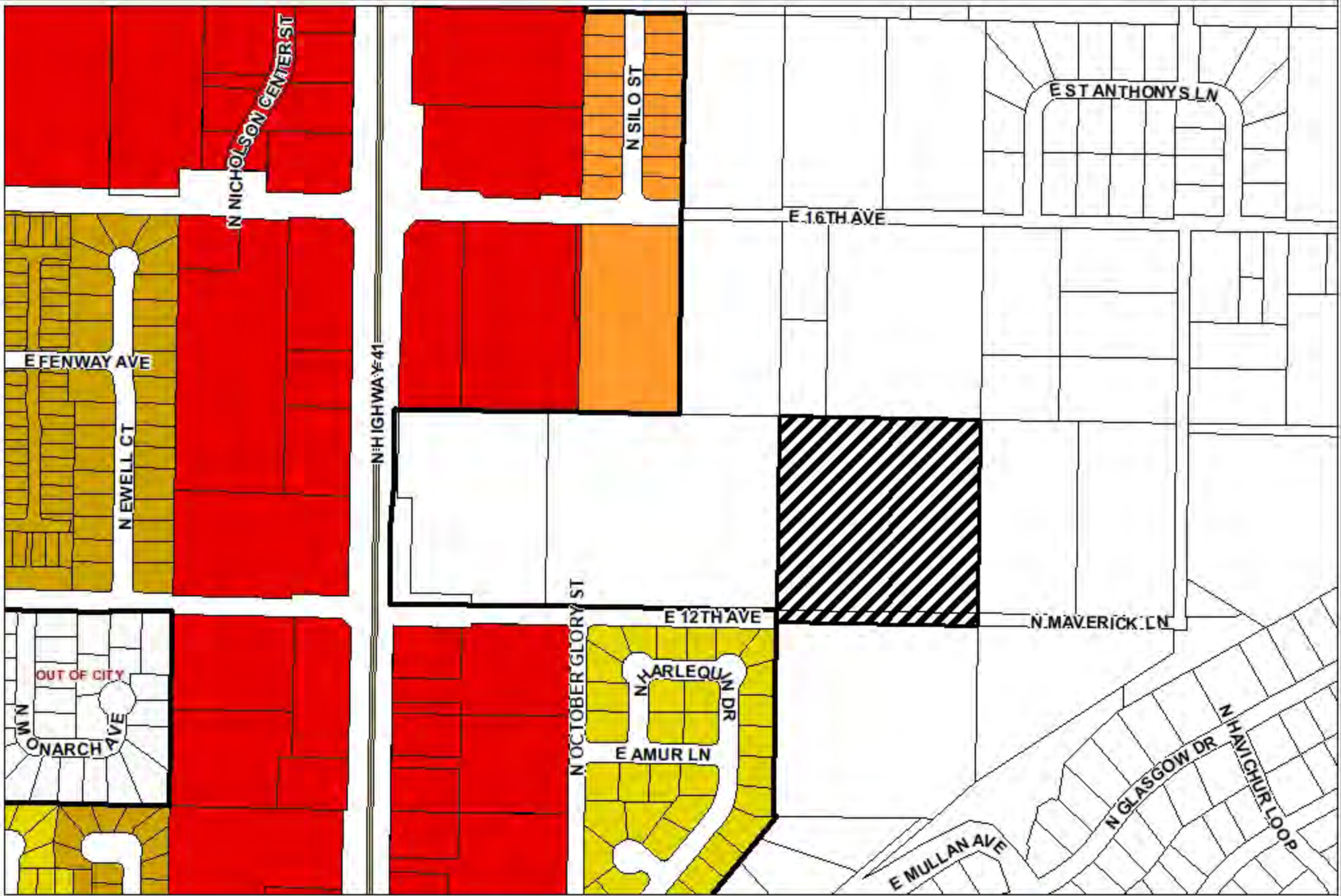
-  Subject Site
-  City Boundary
-  Tax Parcels



Exhibit S-1

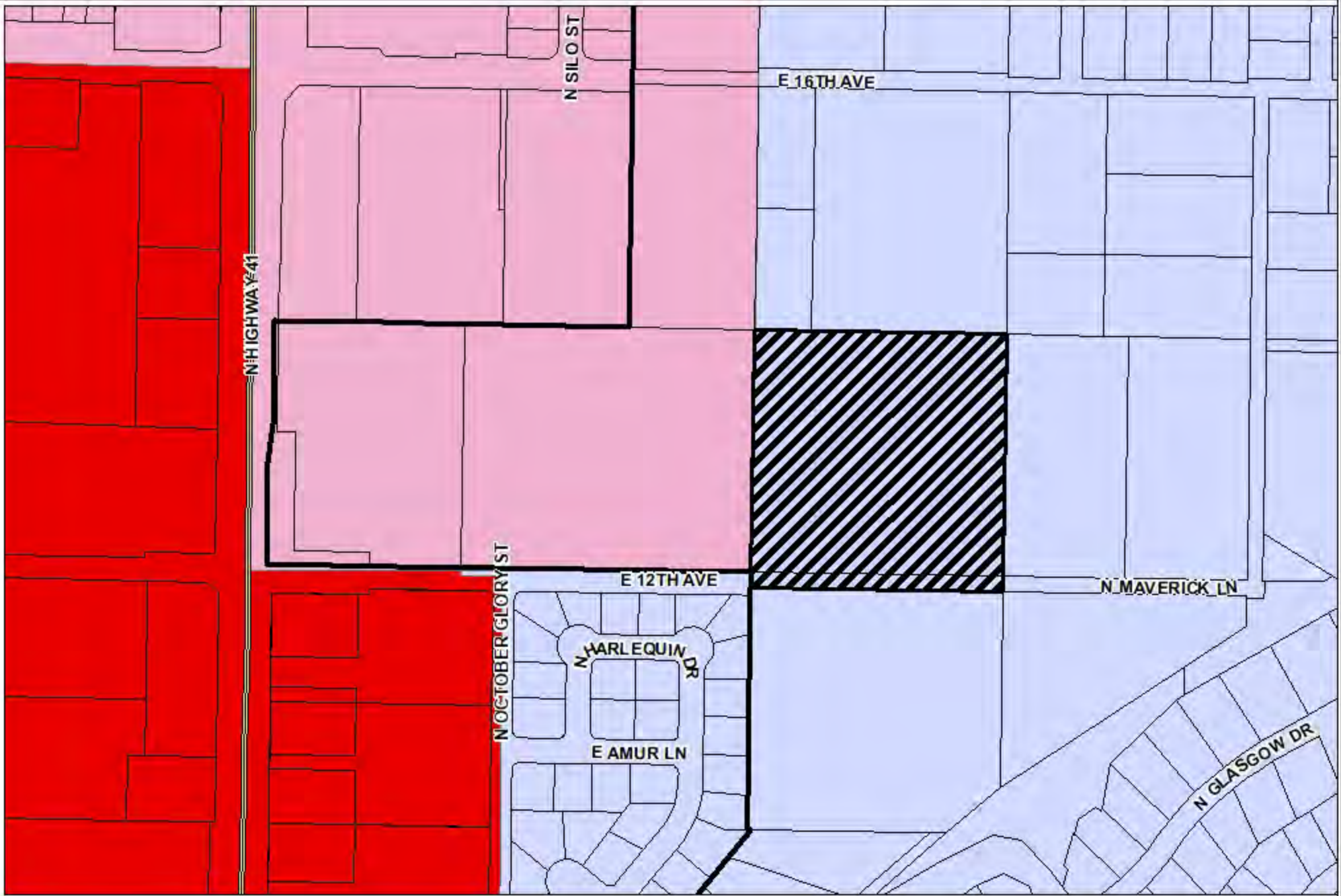


Zoning Map
 ASHLAR RANCH
 ANNX-0004-2022



-  City Boundary
-  Subject Site
-  CCS
-  R-1
-  R-2
-  R-3





Future Land Use Map
 ASHLAR RANCH
 ANNEX-0004-2022



-  City Boundary
-  Subject Site
-  Commercial
-  Business/Commercial
-  Transitional



DEVELOPMENT AND ANNEXATION AGREEMENT

Ashler Ranch Annexation

(File No. ANNX-0004-2022)

THIS AGREEMENT is made this 6 day of April, 2022 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **VS Development LLC**, a Nevada Limited Liability Company organized and existing pursuant to the laws of the State of Nevada, with its principal place of business at **8720 Kulka Rd., Las Vegas, NV 89161**.

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located east of Highway 41, north of 12th Avenue, and west of Maverick Lane and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

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

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity from the City, the owner will disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the expansion, progression, or continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2 Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main). Owner agrees to pay the surcharges at the time of building permit issuance for any structures that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize

excess capacity that existed within the City’s sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a “flow equalization station” to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the water system agreeing to provide service to the Property. The Owner agrees to provide on-site sewer lines sized in accordance with the City’s Water Reclamation Master Plan – Collections, and to accommodate the projected flows from the Property and from any upstream property with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along 12th Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate 20 feet of additional rights-of-way along 12th Avenue, measured from the existing north line of 12th Avenue.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Zorros Street Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate the west 53 feet of the Property as right-of-way for Zorros Street.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City’s then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not

granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

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

be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section 6.15.

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

CITY OF POST FALLS

VS DEVELOPMENT LLC

By: _____
Ronald G. Jacobson, Mayor

By:  _____
**Eagle Crest Land, LLC, Manager
Ryne Stoker as Manager of Eagle
Crest Land, LLC**

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)

County of Kootenai) : ss

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.

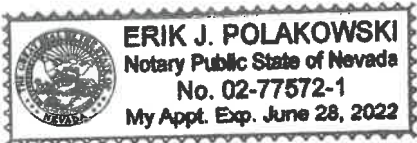
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

Nevada
STATE OF ~~IDAHO~~)
Clark :ss
County of ~~Kootenai~~)

On this 6 day of April, 2022, before me, a Notary for the State of ~~Idaho~~ *Nevada*, personally appeared **Ryne Stoker**, known, or identified to me to be **Manager of Eagle Crest Land, LLC**, who is the manager of **VS Development, LLC** and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **VS Development, LLC** and that the entity authorized him to execute the same on its behalf.

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



[Signature]

Notary Public for the State of ~~Idaho~~ *Nevada*
Residing at: *5673 Fairmeade Way, LV. NV*
Commission Expires: *6.28.2022 89135*

EXHIBIT "A"

ASHLER RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST N 00°49'07" E A DISTANCE OF 657.24 FEET TO THE PROPOSED CITY LIMITS OF POST FALLS;

THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.

RECORD OF SURVEY

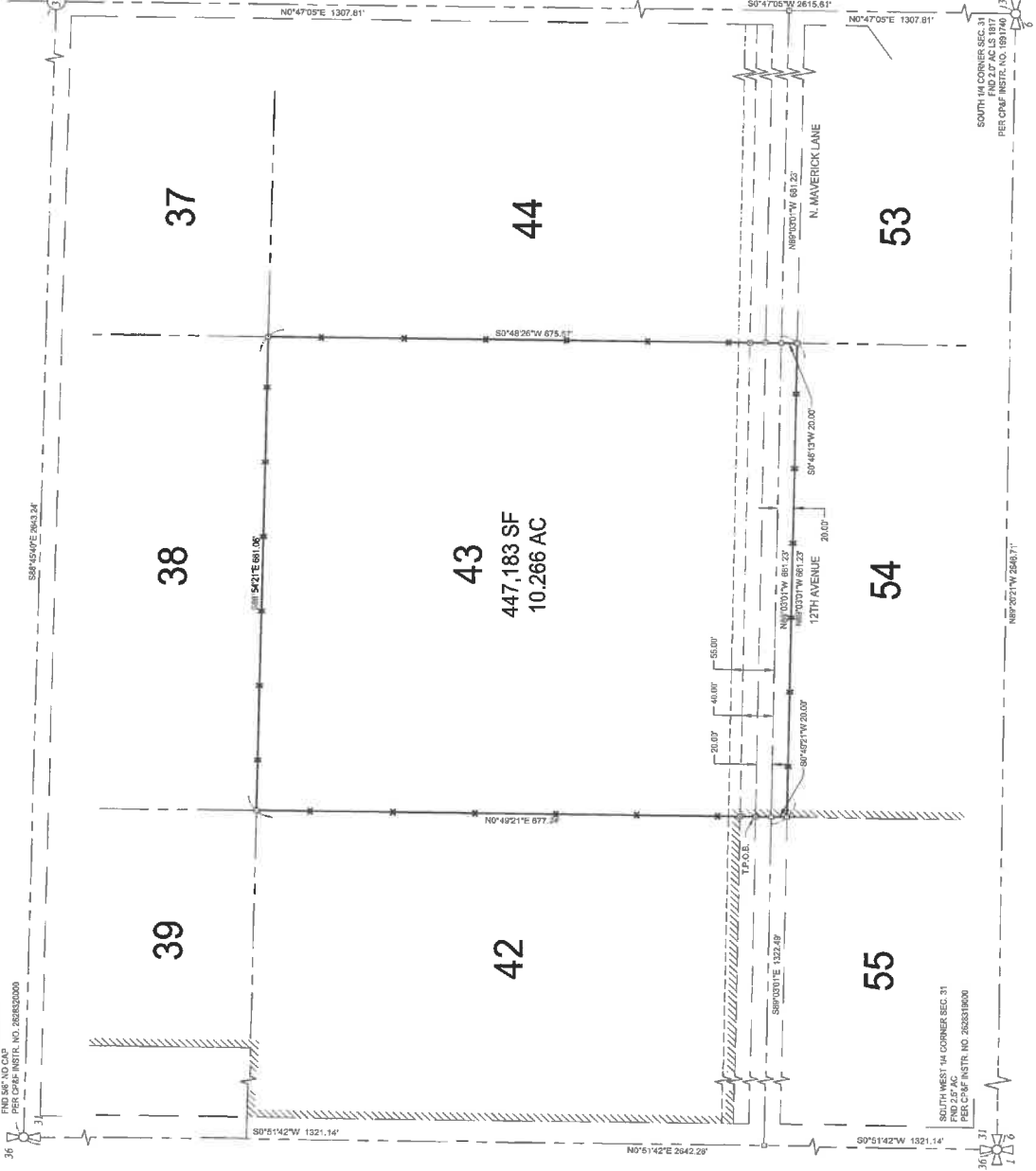
CITY OF POST FALLS ORDINANCE #

SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

WEST 1/4 CORNER SEC. 31
PER CPA# INSTR. NO. 262832000

SARKEYWAY 8x14.24'

CENTER 1/4 CORNER SEC. 31
AND 50' NO CAP
PER CPA# INSTR. NO. 1397961



SOUTH WEST 1/4 CORNER SEC. 31
AND 25' AC
PER CPA# INSTR. NO. 262831800

SOUTH 1/4 CORNER SEC. 31
AND 25' AC
PER CPA# INSTR. NO. 1397961

LEGEND

- R.O.W. RIGHT-OF-WAY
- T.P.O.B. TRUE POINT OF BEGINNING
- EXISTING POST FALLS CITY LIMITS
- PROPOSED POST FALLS CITY LIMITS
- SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- CENTER SECTION CORNER AS NOTED

SURVEYOR'S CERTIFICATE

I, CHAS. J. JOHNSON, P.L.S. 8587, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLANTED LAND AND THE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAS. J. JOHNSON P.L.S. 8587

DATE



RECORD OF SURVEY

ANNEXATION ORDINANCE #
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T. 51 N., R. 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 12-08-2021
FILE NAME: 21-265 SURVEY
CHECKED BY: CUJ
PROJECT No.: 21-266



P.O. Box 2544 Post Falls, ID 83277
208-680-2551
johnstonsurveying.com

BOOK PAGE
INST #



LEGAL DESCRIPTION: EXHIBIT "A"
THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 50' REBAR WITH NO CAP;
THENCE ALONG THE CENTER LINE OF HIGHWAY 41, 9.8075' N57°14'14" E A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, 8 BY 20' N75°00'00" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 00°48'07" E A DISTANCE OF 827.24 FEET;
THENCE S 89°54'27" E A DISTANCE OF 81.06 FEET;
THENCE S 00°48'27" W A DISTANCE OF 875.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
THENCE N 89°00'01" W A DISTANCE OF 891.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
THENCE N 00°48'07" E A DISTANCE OF 20.09 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING,
CONTAINING 8.892 ACRES, MORE OR LESS.

REFERENCES

- R-1 RECORD OF SURVEY BY JOHN A. JOHNSON P.L.S. 18111, RECORDED IN BOOK C OF KOOTENAI COUNTY, IDAHO, SURVEYS AT PAGE 104, UNDER INSTRUMENT NO. 2502253000.
- R-2 ANNEXATION MAP BY MARK W. DUFFNER P.L.S. 5965, RECORDED IN BOOK C OF KOOTENAI COUNTY, IDAHO, SURVEYS AT PAGE 383, UNDER INSTRUMENT NO. 1748293.
- R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5978, RECORDED IN BOOK C OF KOOTENAI COUNTY, IDAHO, SURVEYS AT PAGE 14, UNDER INSTRUMENT NO. 133007.
- R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE III.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLATE COORDINATES. THE BEARING ANGLES AND BEARING COORDINATES WERE DERIVED FROM HGS ORUS SOLUTION USING A REFERENCE FRAME OF NAD83 (1983) (EPOCH: 2010.0000). BEARINGS SHOWN ARE TRUE BEARINGS. A CONVERGENCE ANGLE OF 0.000000 FACTOR (CAF) OF 0.9999228. A CONVERGENCE ANGLE OF 0.000000 SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODESIC.

RECORDER'S CERTIFICATE

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSTON SURVEYING
ON DATE _____ AT _____ O'CLOCK _____ M
AS INSTRUMENT _____ IN BK _____ OF SURVEYS AT PG. _____
BY _____ DEPUTY,
JIM BRANNON, RECORDER, FEE.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.



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

May 20th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

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

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 24, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

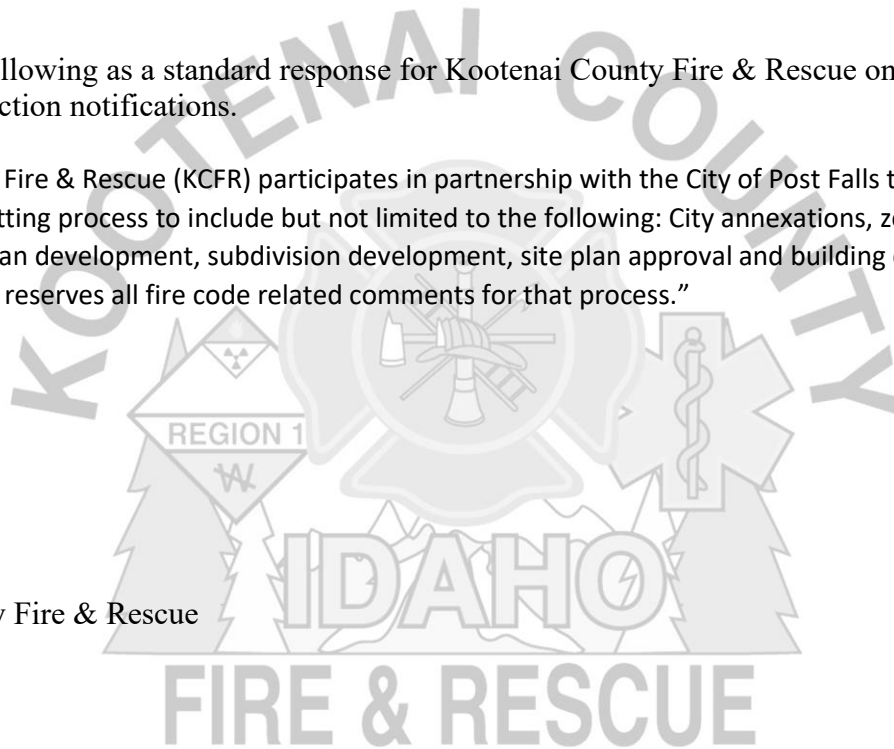
Amber,

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

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

Respectfully,

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



Amber Blanchette

From: shannon@postfallshd.com
Sent: Tuesday, June 7, 2022 6:16 AM
To: Amber Blanchette
Cc: jonie@postfallshd.com
Subject: RE: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

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

Post Falls Highway District has no comment.

Thank you,

Shannon Schranck
Post Falls Highway District
5629 E Seltice Way
Post Falls, ID 83854
208-765-3717

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, May 20, 2022 8:35 AM
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Subject: Ashlar Ranch Annexation and Subdivision File No. ANNX-0004-2022/SUBD-0004-2022

Good morning,

Attached is the notice to jurisdiction for the named annexation and subdivision for the Planning and Zoning meeting on June 14th. The draft staff report will be posted to the city’s website shortly.

Thank you,

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



Fear is an illusion, ready to be overcome...



06/06/2022

PUBLIC COMMENT

Ashlar Ranch Annexation & Subdivision

File No. ANNX-4-2022/SUBD-4-2022

Exhibit: 4A

Applicant: Olson Engineering

Location: East of Highway 41 and north of E. 12th Ave

Request: To annex approximately 10 acres with Single-Family Residential R1 and a subdivision request of 27 lots.

Hearing Date: June 14, 2022

Questions list:

Name: Kent & Anne Hayes

Address: 1117 Maverick Lane, Post Falls, ID 83854We

Email: kentanne2000@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Comments: We think single story, single family homes are suited for this property.

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

Comments: A formulaic approach to land use planning is precisely why the city of Post Falls is experiencing congestion and infrastructure issues.

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

Comments:

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

Comments: Modern land use planning follows a pattern developed in the 50's. Experience shows that when you lump all retail together, all housing together, and all industrial together, you create predictable traffic patterns that lead to congestion. Land use planning needs to adapt to modern ways that people live.

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Comments:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Comments:

Subdivision

Please Provide Your Position on the Proposed Subdivision: In Favor

1. Has the subdivision made definite provisions for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed?: Yes

Comments:

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

Comments:

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

Comments:

4. Have all areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards been identified and are the proposed uses of these areas compatible with such conditions?: Yes

Comments:

5. Is the area proposed for subdivision zoned for the proposed use and do the proposed uses conform to other requirements found in the City Code?: No

Comments: That question is the purpose of this hearing.

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

Comments: