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**PLANNING & ZONING COMMISSION  
REGULAR MEETING AGENDA**

**DECEMBER 13, 2022  
5:30 PM**

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

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**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, Kimball, Ward, Schlotthauer

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

- NATIONAL CREAM CHEESE FROSTING 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. Meeting Minutes 11-8-2022

**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. **Recommendation** Nagra Annexation File No. ANNX-22-11 – Jon Manley, Planning Manager, to present a request to annex approximately 2.64 acres with a Community Commercial Services (CCS) zoning designation. The Commission is to recommend approval/denial of the requested zoning designation to City Council.
- B. **Approve/Deny** Sinclair Addition Special Use Permit File No. SUP-22-4 – Laura Jones, Associate Planner, to present a request for a Special Use Permit to allow residential uses at densities permitted by the Medium-Density Residential (R2) zone per PFMC 18.20.030 on approximately .28-acre Limited Commercial (LC) lot.
- C. **Recommendation** Post Falls Title 18 Cottage Homes Ordinance File No. TA-22-7 – Laura Jones, Associate Planner, to present an amendment to Title 18.20 to accomplish and establish performance standards for Cottage Home residential development, update definitions, and increase the Medium-Density (R2) single family lot size.
- D. **Recommendation** Development Impact Fee Update – Jon Manley, Planning Manager, to present an amendment to the Development Impact Fee to accomplish: Adjust impact fees based upon inflationary cost escalations, Basis on a ten (10) to twenty (20) year growth cost depending on the Impact Fee category.

### **5. ADMINISTRATIVE / STAFF REPORTS**

### **6. COMMISSION COMMENT**

### **7. ADJOURNMENT**

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

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

Chair: Ryan Davis      Vice Chair: Ray Kimball

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



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**PLANNING & ZONING COMMISSION  
MEETING MINUTES**

**NOVEMBER 8, 2022  
5:30 PM**

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

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**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 - Present  
Kimball, Ward, Schlotthauer - Excused

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

- NATIONAL PARENTS AND TEACHERS 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.*

Manley – Section 4 Public Hearings Action item A: The developer pulled the public hearing for tonight.

**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.*

NONE

**1. CONSENT CALENDAR**

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**ACTION ITEMS:**

- a. Meeting Minutes 10-11-2022
- b. Zoning Recommendation – Adams Annexation File No. ANNX-22-12
- c. Reasoned Decision – CORSTOR Special Use Permit File No. SUP-22-3

Motion to approve as presented by Steffensen

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

Vote: Hampe – Yes; Davis – Yes; Carey – Yes; Steffensen - Yes

Moved

**2. CITIZEN ISSUES**

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

NONE

**3. UNFINISHED / OLD BUSINESS**

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

NONE

**4. PUBLIC HEARINGS**

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

**ACTION ITEMS:**

- A. **CANCELED - Approve/Deny** Montrose 2022 Major PUD Amendment & Subdivision File No. PUDA-22-1/SUBD-22-10 – Jon Manley, Planning Manager, to present a request to approve or deny amending the PUD of approximately 467 acres to eliminate the cluster housing areas and show all single-family detached lots. The major amendment also shows changes to local access street layouts and to remove many of the cul-de-sacs within the Montrose Community Plan and to increase the lot coverage from 40% to 50%

for all lots within the future phases. Additionally, to subdivide 73.73 acres into 306 lots with a proposed density of 4.15 units per acre.

**5. ADMINISTRATIVE / STAFF REPORTS**

NONE

**6. COMMISSION COMMENT**

Davis – Don't forget to vote, the polls are open until \*pm tonight.

**7. ADJOURMENT 5:33PM**

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Chair: Ryan Davis    Vice Chair: Ray Kimball  
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

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

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

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

**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** December 9, 2022

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

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

**SUBJECT:** STAFF REPORT FOR THE DECEMBER 13, 2022, P&Z COMMISSION MEETING  
Nagra Annexation Request – ANNX-22-11

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**INTRODUCTION:**

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

Skyler Krueger Fleck of Johnson Surveying has requested on behalf of the Ranvir S approval to annex approximately 2.64 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS) into the City of Post Falls. The Planning & Zoning Commission must conduct a public hearing and determine if the requested zone change meets the approval criteria contained in Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

**PROJECT INFORMATION:**

**Project Name / File Number:** Nagra Annexation, File No. ANN-22-11

**Owner:** Ranvir Nagra, P.O. Box 529, Veradale, WA, 99037

**Applicant:** Connie Kruger, 1859 N. Lakewood Drive suite 102, Coeur d'Alene, ID 83814

**Project Description:** Annex approximately 2.64 acres into the City of Post Falls and assign the zoning designation of Community Commercial Services (CCS).

**AREA CONTEXT:**

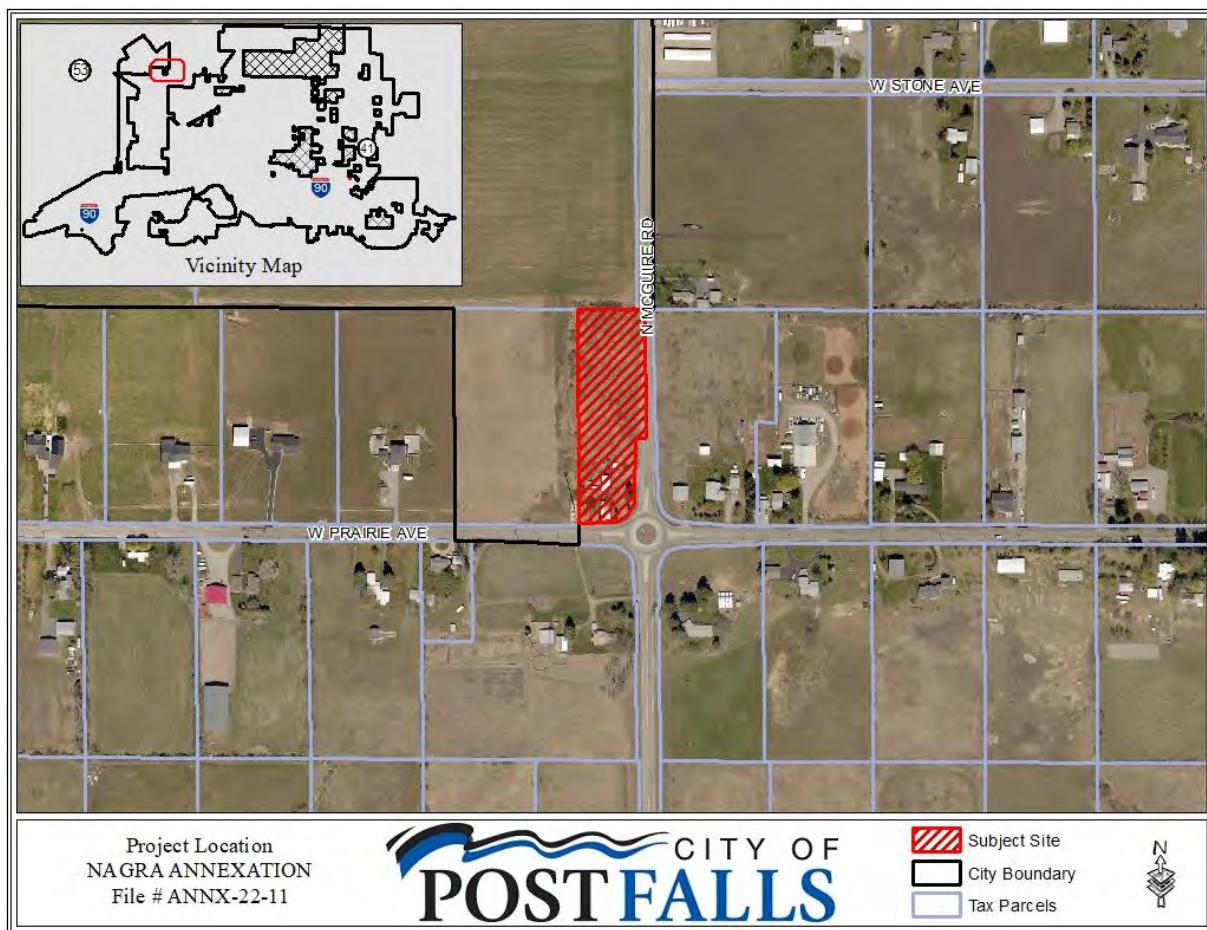
**Project Location:** Northwest corner of the McGuire Rd./Prairie Ave. intersection.

**Water Provider:** East Greenacres Irrigation District

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

**Surrounding Land Uses:** To the west is a 5-acre undeveloped lot in the City of Post Falls. To the north is a vacant 65-acre piece of land for a future school site. To the south and east predominantly 5-acres residential county properties.

**Area Context Map:**





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

**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.** The Future Land Use Map designated this property with the land use designation of **Transitional w/Commercial Node**.

The Transitional Future Lands Use designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area. Being on the west side of McGuire Rd., places this site within the West Prairie focus area. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

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

**B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.** The following Goals and Policies that may be relevant to this request are provided below, followed by staff comments.

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

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

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

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

Staff Comment: Creating the opportunity for commercial activity within the commercial nodes may provide opportunities to create high-quality, affordable, and efficient community services.

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

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

Staff Comment:

Placing Community Commercial Services at this location may be an appropriate area for additional commercial growth along Prairie Avenue which is a Principal Arterial and near future additional rooftops and Highschool. A Commercial use at this location may benefit the area by providing walkable commercial services near future rooftops and Highschool within the City of Post Falls.

Placing Community Commercial Services at this location may not be appropriate as it may be contrary to retaining the counties lower-scale large-lot development patterns in the area.

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

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

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

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

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

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

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

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

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

**The following policies may or may not assist the review of this Zone Change request.**

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

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service.

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

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

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

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

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

Staff Comment:

The proposed Zoning request is in the West Prairie Focus Area. Commercial Development within the commercial nodes may provide the opportunity to reduce the future long-term reliance of the commercialism along Seltice Way and HWY 41.

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

- Future land use mapping;

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

- Compatibility with the surrounding land uses;

Staff Comment: To the west is a 5-acre undeveloped lot in the City of Post Falls. To the north is a vacant 65-acre piece of land for a future school site. To the south and east predominantly 5-acres residential county properties.

- Infrastructure and service plans;

Staff Comment: Water is provided by the East Greenacres Irrigation District. Sanitary Sewer would be provided by the City of Post Falls. Sanitary sewer is not currently available to the site. Extension of sewer service to the site will be dependent upon the construction of a future lift station near the Prairie Avenue / Pleasant View Road intersection, including downstream facilities to Seltice Way, and construction of sewer

infrastructure from the lift station to the property in question.

- Existing and future traffic patterns;

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

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

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

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

Staff Comment: The Community Commercial Services (CCS) zone is intended to accommodate commercial and possibly high-density residential development through a Special Use Permit being granted by the Planning and Zoning Commission.

The proposal is located at the northwest corner of McGuire Rd. (Major Collector) and Prairie Ave. (Principal Arterial). Development in the CCS zone provides an opportunity for commercial development along with providing residences in Post Falls to be situated within walking distance to commercial development and may provide suitably scaled daily needs services.

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

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

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

Staff Comment: Although not "Infill", annexation and development of this area will assist connecting the future Highschool with properties to the south that are in the City.

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

Staff Comment: Through development, road and pedestrian improvements would be provided along Prairie Ave. and McGuire Rd. these improvements will become more critical with the future development of the Post Falls School District property immediately to the north.

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

Staff Comment: Through development, road and pedestrian improvements would be provided along Prairie Ave. and McGuire Rd. these improvements will become more critical with the future development of the Post Falls School District property immediately to the north.

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

**Streets/Traffic:** This proposal is located at the northwest corner of Prairie Ave. (Principal Arterial) and McGuire Rd. (Major Collector). The requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. Annexation at the requested zoning is not anticipated to have any negative impacts to the City's transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees. No roadway intersections will be allowed along the property's frontage with Prairie Avenue. Access approaches will be limited in accordance with the KMPO Critical Arterial Corridor Policy along Prairie Ave, and any access points will be restricted (no left turns to / from Prairie Avenue).

Development of the urban roadway frontage improvements along this property will be needed to help facilitate anticipated uses of the Post Falls School Districts property immediately to the north.

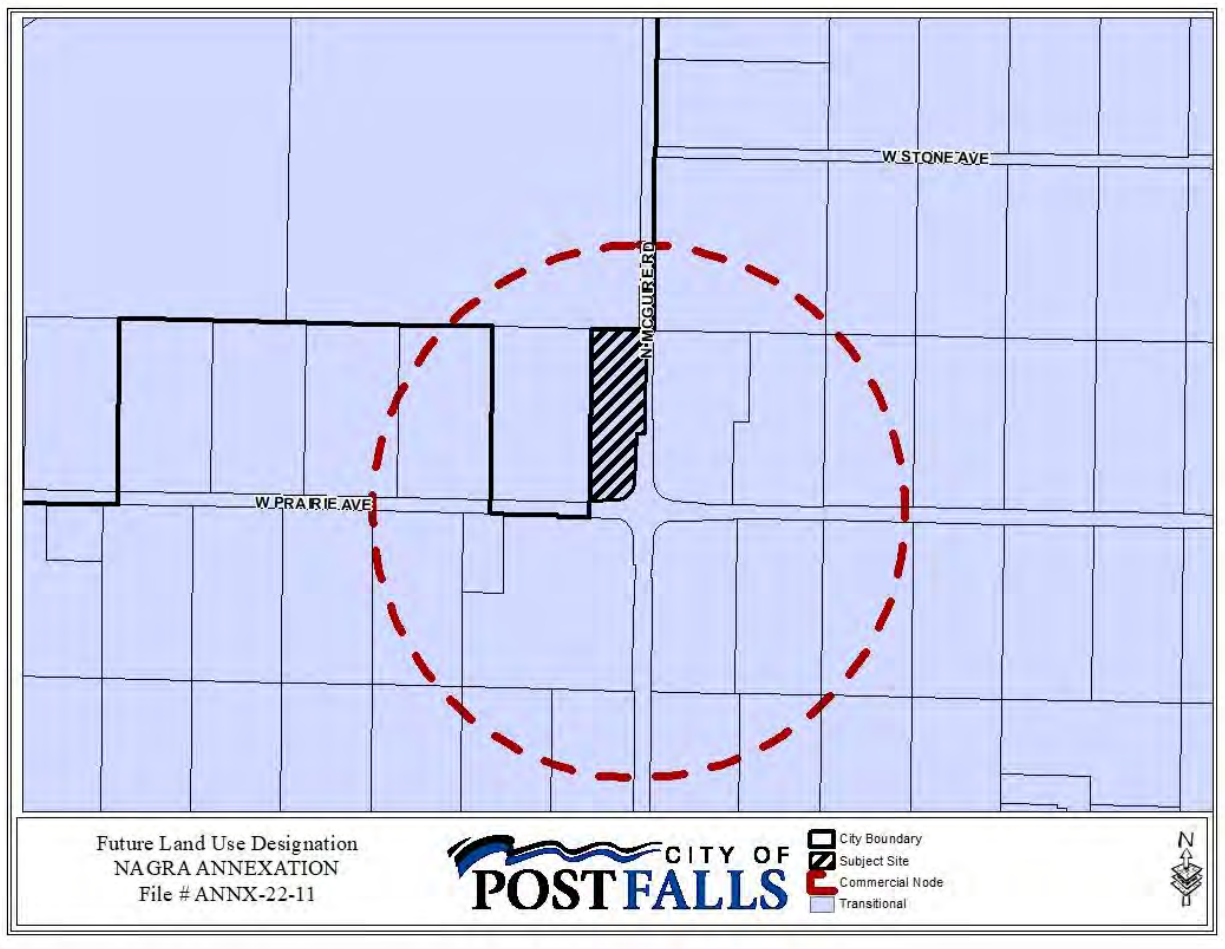
**Water and Sanitary Sewer:** Water is provided by the East Green Acres Irrigation District. Sanitary sewer was cited within Policy 9 of this report.

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

To the west is a 5-acre undeveloped lot in the City of Post Falls. To the north is a vacant 65-acre piece of land for a future school site. To the south and east predominantly 5-acres residential county properties.

**Future Land Use Designation:**

Exhibit S-3: Future Land Use Map, The Future Land Use Map designated this property with the land use designation of **Transitional w/Commercial Node**. The Transitional Future Lands Use designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area (Discussed earlier in report).



**Community Plans:** The property is identified as being subject to the Critical Arterial Corridor Policy of the Kootenai Metropolitan Planning Organization (KMPO). The referenced policy limits the development of new access points to Prairie Ave. to preserve roadway capacity and support identified regional mobility needs.

**Geographic/Natural Features:**

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

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

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

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

Staff Comment: The proposed zone change is located along higher classified roadways.

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

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

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

Agencies Notified:

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

- **Kootenai County Fire & Rescue (Exhibit PA-1)** - Reserves comments for the permitting process.
- **Post Falls Police Department (Exhibit PA-2)** - Remains Neutral
- **YPL Comments (Exhibit PA-3)** - Stated there is no impact to the YPL pipeline.
- **Post Falls Highway District (Exhibit PA-4)** - Is neutral, requesting a minimum of 55' from centerline of Prairie Ave. and a minimum of 40' from centerline of McGuire Rd. dedicated as public right-of-way.
- **Post Falls School District (Exhibit PA-5)** - Remains neutral

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

**ITEMS TO BE INCLUDED IN AN ANNEXATION AGREEMENT:**

1. Signed Development and Annexation Agreement

**ATTACHMENTS:**

**Applicant Exhibits:**

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal and Exhibit Map
Exhibit A-4	Maps
Exhibit A-6	Title Report

**Staff Exhibits:**

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	<b>Draft</b> Development Agreement

**Testimony:**




Exhibit PA-1	KCFR Comments
Exhibit PA-2	PFPD Comments
Exhibit PA-3	YPL Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	PFSD Comments



Annexation · 278 – NAGRA



 **Expiration Date**   **Active**   

# ANNX-22-11

-  **Details**  
Submitted on Jun 30, 2022 at 12:13 pm
-  **Attachments**  
12 files
-  **Activity Feed**  
Latest activity on Aug 10, 2022

-  **Applicant**  2  
Skyler Krueger Fleck
-  **Location**  
Point Location: 47.7457, -116.9818

## Timeline Add New ▾

- Fee Payment**  
Paid Jul 20, 2022 at 5:20 pm 
- Completeness Review**  
Completed Jul 25, 2022 at 10:38 am Aug 03 
- GIS Review**  
Completed Jul 25, 2022 at 10:45 am  
- Polygon Creation**  
Completed Jul 26, 2022 at 1:41 pm Jul 31 
- Maps Created**  
Completed Aug 10, 2022 at 3:55 pm 
- Draft Development Annexation Agreement**  
Completed Aug 10, 2022 at 4:24 pm Aug 11 
- Planning Development Review**  
Aug 16 

In Progress

**Staff Report**

In Progress

**Engineering Additions**

Review

**Parks Additions**

Review

**Wastewater Additions**

Review

**Planning Review (Staff Report)**

Review

**Legal Review of Annexation Agreement**

Review

**Planning Review of Agreement**

Review

**Planning Review of Agreement**

Review

**Applicant Review of Annexation Agreement**

Review

**Schedule P&Z**

Review

**Notices for P&Z**

Review

**Site Posting**

Review

**Zoning Recommendation**

Review

**Schedule Council**

Review

**Council Memo**

Review

**Notices for Council**

Review

**Site Posting**



Review



**Reasoned Decision**

Review



**Consent Agenda**

Review



**ROW, Easement, Legal & Exhibits**

Review



**Ordinance Legal & Exhibits**

Review



**Review of Legals & Exhibits**

Review



**Applicant Signatures**

Review



**Consent Agenda**

Review



**Recorded Copies to Applicant**

Review



**🔒 Mailing Fees**

Number of Mailings

11

Designated Project Name

Nagra Annexation

**Application Information**

Did an Annexation Pre-app take place? \*

Yes

Applicant Type \*

Other

Description of Project/Reason for Request \*

Annexation Request

Existing Zoning \*

Agriculture

Adjacent Zoning \*

Agriculture

Current Land Use \*

Single-family residential

Adjacent Land Use \*

Single-family residential

---

## Owner Information

Name \*

Ranvir S Nagra

Company

Phone \*

208-786-2814

Email \*

davenagra@hotmail.com

Address \*

PO Box 529

City, State, Zip Code

Veradale, WA 99037

---

## Application Certification

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



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

Skyler Krueger Fleck  
Jun 29, 2022

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# NAGRA ANNEXATION

Post Falls, ID |

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## Key Highlights:

*This annexation:*

*Proposes CCS Zoning within a mapped Commercial Activity Node, consistent with the City's future plans.*

*Is immediately adjacent to the City of Post Falls recent Pleasant View North Annexation, No. ANNEX-0008-202.1*

*Incorporates an island of land into the Pleasant View North Annexation Area.*

*Proposes future commercial uses that will support the planned uses of the Pleasant View North Annexation, specifically the school site to the north and mixed use to the west.*

*Is located at the northwest corner of McGuire Rd and Prairie Avenue, arterial and collector road systems capable of carrying commercial traffic volumes.*

*Will be serviced by utilities extended at the cost of the owner.*

*Commercial sales tax, capitalization, and impact fees will be paid to enhance the City's tax base as well as to mitigate specific infrastructure impacts.*

## PROPERTY INFORMATION AND PROPOSAL

This is a proposed annexation of property assigned parcel number 51N05W-20-9880 and AIN #140029 as Community Commercial Services (CCS). The tax parcel is described as 2.6422 acres.

The property is located in the southeast quarter of the southeast quarter of Section 20, Township 51 North, Range 05 West, Boise Meridian, Kootenai County, Idaho.

## LOCATION AND DIRECTION

The property is located at 8043 North McGuire Road in Post Falls, Idaho 83854. North of West Prairie Avenue and on the west side of North McGuire Road.

Directions:

1. Right on North Frederick Street
2. Right on East 4<sup>th</sup> Avenue
3. Right on North Spokane Street
4. At the traffic circle, take the 3<sup>rd</sup> exit onto West Poleline Avenue
5. Right on Chase Road
6. At the traffic circle, continue straight to stay on Chase Road
7. Left on West Bodine Avenue
8. Left on North McGuire Road

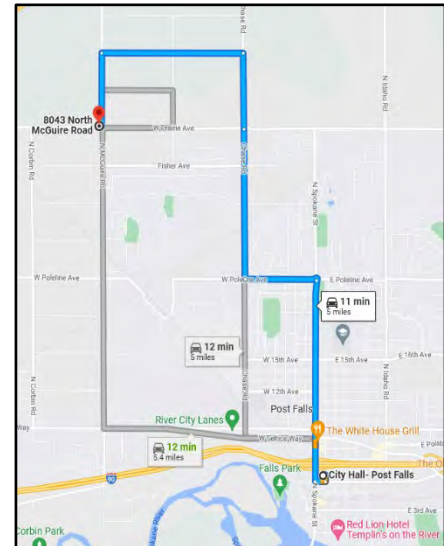


Figure 1 Google Street Maps

## REGULATORY AREAS AND PLANNING

### Area of City Impact (ACI)/City Limits Designation

This property is located within the Shared Tier Area of City Impact and is adjacent to a large landholding that has recently been annexed into the City of Post Falls with the Pleasant View North Annexation, No. ANNX-0008-2021.

### Zoning District

*Existing:* The zoning is Agriculture pursuant to Kootenai County's General Description 8.2.101: "The Agricultural Zone is a zoning district in which the land has been found to be suitable for uses related to farming, agriculture, forestry, silviculture, aquaculture, and other similar uses."

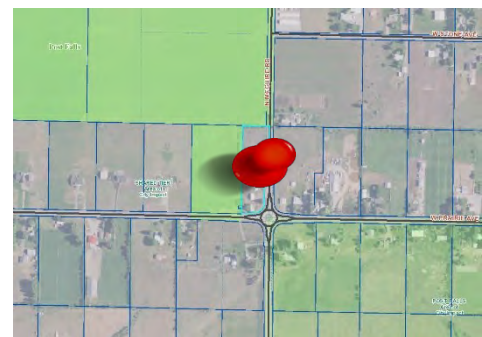


Figure 2 KC Earth ACI Map

*Proposed:* The proposed zoning is Community Commercial Services (CCS), and its purpose is outlined as follows:

"The Business/Commercial category 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 implementing zoning district details the breadth and types of uses that would be permitted within the Business/Commercial area.



Principal Uses & Character: This category supports a mixture of housing types built at a moderate density (at least eight units per net 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 connected grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.

The subject property is bounded by RM (Residential Mixed) zoning to the west and PR (Public Reserve) zoning to the north within the City of Post Falls. The adjacent property was annexed into the City of Post Falls, at the request of the City, in 2021, through the Pleasant View North Annexation.

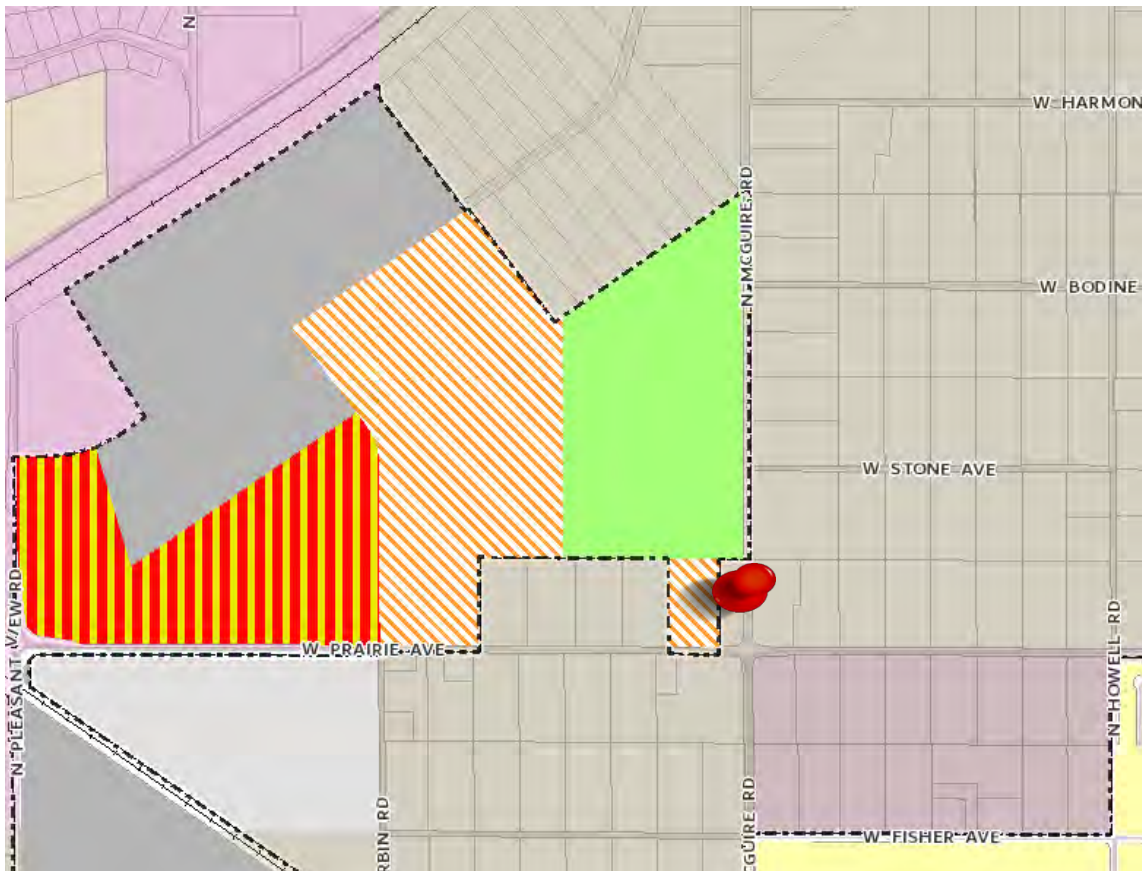


Figure 3 Pleasant View North Annexation Map

## Comprehensive Plan

The property is located in the West Prairie of Post Falls. The West Prairie is described as follows: “Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. The area includes three Area of City Impact tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time but is being planned for.

The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road

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

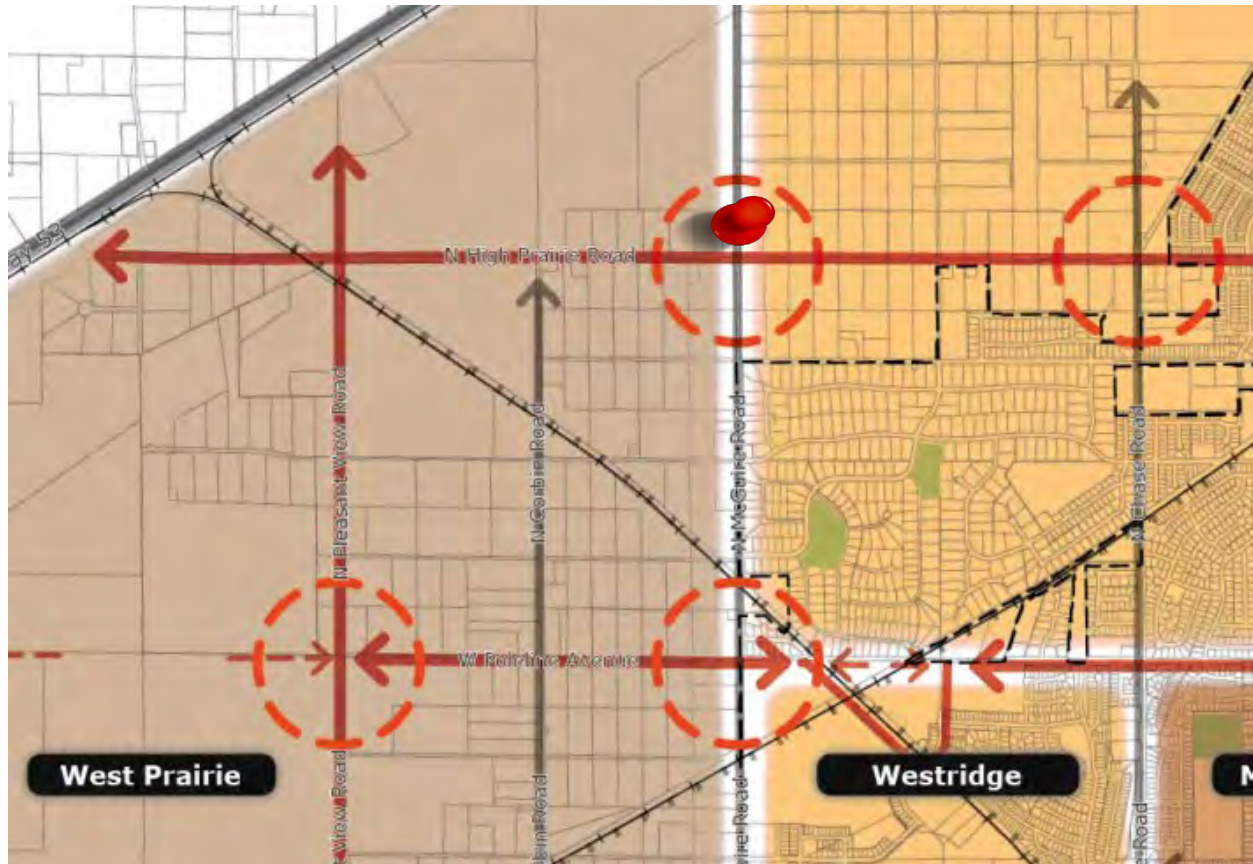


Figure 4 Post Falls 2020 Comprehensive Plan Focus Area Diagram

This proposed annexation property would be suitable for commercial or high-density residential purposes per the guidelines outlined above.

According to the Future Land Use Map in the City of Post Fall’s latest Comprehensive Plan, this property is in a Commercial Activity Node, which makes the property an ideal candidate for annexation with the CCS Zoning.

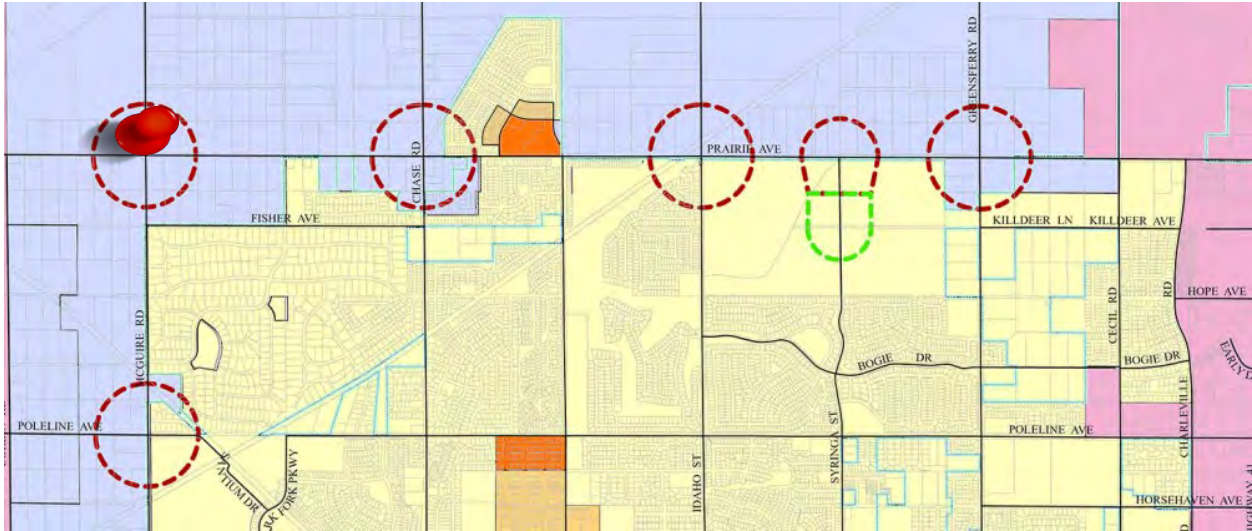


Figure 5 Post Falls 2020 Comprehensive Plan Future Land Use Map

## Environmental Factors

The parent parcel is relatively flat with no known special areas, flood hazards, or any other known hazards impacting the property.

## Public Services and Facilities

### Schools

The subject property is located within the Post Falls School District #273. A new school site of approximately 66 acres was part of the previous annexation directly to the north of the subject property. It is anticipated that this school, once constructed, will serve, and be served by future development on the subject property.

### Emergency Services

The City of Post Falls police station is located at 1717 E Polston Avenue and is approximately 3.5 miles from the subject property. The proposed annexation will not have an immediate impact on police services. Future development of the site may place additional demand on the police service. This future demand is typically offset by the additional tax revenue generated from any proposed development.

The annexation area is within the jurisdiction of the Kootenai Fire and Rescue District. The nearest fire station (Kootenai Fire and Rescue Station 2) is located at 4320 W Seltice and is approximately 2.4 miles from the subject site. The proposed annexation will not have an immediate impact on fire services. Future development of the site may place additional demand on fire and rescue services. This future demand is typically offset by tax revenue generated from any development.

Impacts to emergency services can be examined in further detail during the development review process as required by City Code.



Proposed: As depicted above, the City of Post Falls has included this area of development in the updated Sewer Master Plan. The developer will work with the City of Post Falls for the extension of sanitary sewer mains and services at the time of development of this property. New sewer infrastructure will be designed and built in accordance with City of Post Falls and IDEQ standards. Connection and capitalization fees will be paid at the time of future development to offset any impacts to the sewer system.

### Transportation

Existing: The property has frontage on Prairie Avenue, which is classified as a Principal Arterial; and McGuire Road, adjacent to the property, is classified as a Major Collector.

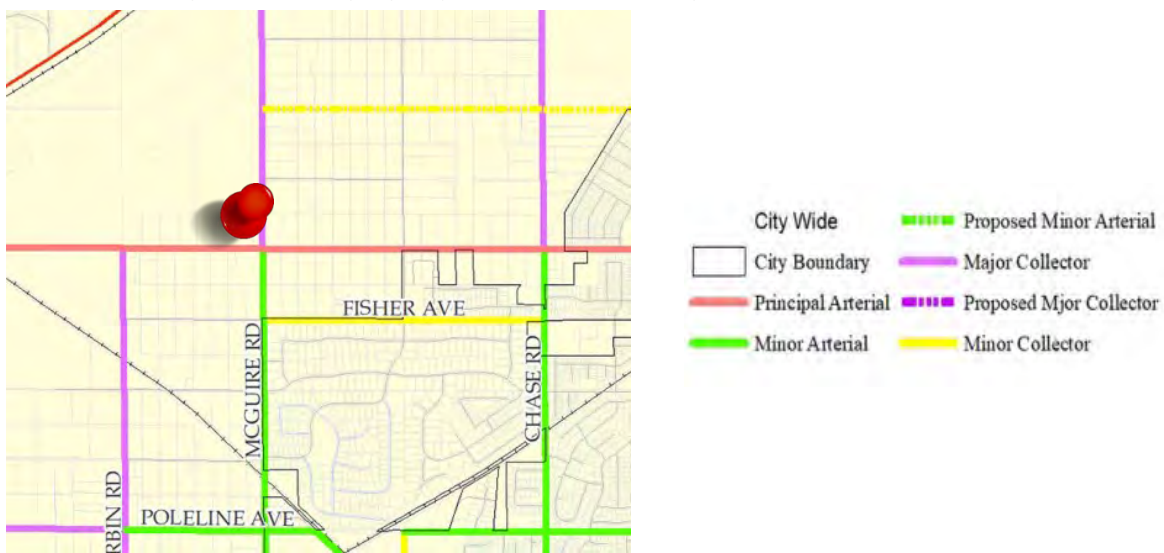


Figure 7 Post Falls 2020 Comprehensive Plan Road Classification Map

Proposed: The subject property is bounded on the south by Prairie Avenue and on the east by McGuire Road. During the Pre-Annexation meetings with City Staff, the owner was informed that dedication of land and easements necessary for expansion of the adjacent rights-of-ways and transportation infrastructure of Prairie Avenue and McGuire Road may be necessary. The owner is amenable to this. Frontage improvements will be constructed and impact fees paid at the time of future development to offset any impacts to the transportation system.

Prairie Avenue is additionally classified as a Critical Area Corridor by the Kootenai Metropolitan Planning Organization (KMPO). Access to the roadway will be required to conform to the access standards contained within the KMPO Critical Arterial Corridor Policy. The proximity of the annexed property to SH53, Interstate 90, and Seltice Way, and located on a Critical Arterial Corridor, allows for convenient access to support commercial uses with little to no impact on area residential land uses.

## Comprehensive Plan Goals and Policies

The City of Post Falls 2021 Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the Goals and Policies as outlined in the Comprehensive Plan. Criteria which support the goals and policies of the Plan are laid out within the City's Municipal Code.

The project proponent believes that the following Goals and Policies as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

**Goal G-01: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.** *Discussion: In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.*

**Goal G-02: Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.** *---Discussion: Municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure accountability and efficiency. Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over time, may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost implications and benefits of choices including land use, transportation investments, parks and recreational services, as well as other types of infrastructure – maintaining efficiency and accountability for the community it serves.*

**Goal G-05: Keep Post Falls' neighborhoods safe, vital, and attractive.** *--- Discussion: 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 G-06: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.** *---Discussion: 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 to regional ground, rail, and air transportation systems.*

**Goal 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.** *---Discussion: 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, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.*

**Goal G-12: Maintain the City of Post Falls' long-term fiscal health. [G.12]** *---Discussion: 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 G-15: Maintain and Improve the City’s water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions.** --- *Discussion: Provision of clean, safe water and responsible treatment and disposition of wastewater are essential services for any community. Post Falls recognizes the extreme value of potable water and wastewater treatment as relates to its future, and working with all providers, pledges to manage provision of water and wastewater services, sustaining growth and community vitality.*

**Policy P.01: Support land use patterns that:**

- **Maintain or enhance community levels of service.**

*The proposal eliminates an island of county zoned property within the greater area. Future development within the annexation area will be built to City standards (vs. County), creating compatible, improved roadways with landscaping and pedestrian amenities as well as continuity of other utilities and services.*

- **Foster the long-term fiscal health of the community.**

*Future build-out of the site should provide for additional employment and/or housing opportunities within the City. This will contribute to the community’s overall fiscal health on property that could otherwise be developed in the county without urban improvement.*

- **Maintain and enhance resident quality of life.**

*The provision of connection to City municipal sewer in the future vs. septic, and the inclusion of stormwater infrastructure in compliance with City standards would help protect the Rathdrum Prairie Aquifer which contributes to the quality of life of residents. Quality of life would also be enhanced through provision of continuity in pedestrian amenities and landscape frontage improvements in compliance with City standards. Additionally, future build-out on the property should enhance surrounding uses, including residential and planned school uses by providing neighborhood commercial services within the area. Annexation will promote compatible, well-designed development enhancing the quality of life of Post Falls’ residents.*

- **Promote compatible, well-designed development.**

*Infrastructure to be built in the future will be designed and developed in compliance with City standards.*

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

*The proposed zoning (commercial) is consistent with the land use identified by the Plan for this property, supporting the identified needs of the community. Development of this area will provide development and improvements consistent with the Comprehensive Plan, Transportation, Sewer, and Water Master Plans.*

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

- **Future land use mapping;**

*The Future Land Use Map and Focus Area Map depicts this area with the land use designation of Transitional and Commercial Activity. The proposed Community Commercial Services (CCS) zoning district implements the Future Land Use Map as shown within the Comprehensive Plan and applicable Focus Area (West Prairie);*

- **Compatibility with surrounding land uses;**

*Future build-out on the property should complement surrounding uses, including residential and planned school uses, by providing neighborhood commercial services within the area. Annexation will promote compatible, well-designed development enhancing the quality of life of Post Falls' resident;*

- **Infrastructure and service plans;**

*Expansion of roadways and provisions for development of utilities and other services would be done in conformance with established master planning within the City.*

- **Existing and future traffic patterns;**

*The proposed annexation area is located within the coverage area of the City's current Transportation Master Plan. Requested zoning is consistent with the projected land use included in Regional (KMPO) and City's Transportation models. Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.*

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

*The proposal is consistent with the Master plans for water, sewer, transportation, parks, schools, and emergency services. Provision of necessary rights-of-way and easements will be granted as part of annexation for any existing undeveloped roadway / transportation corridors adjacent to the property to meet ½ of the full right-of-way width.*

**Policy 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.**

Future development within the proposed annexation area should provide for neighborhood commercial services within the greater residential area to meet the needs of residents.

**Policy P.05: Direct the location of commercial shopping centers to areas near arterial intersections and high-traffic areas.**

*The proposed annexation area is located at the corner of Prairie Avenue (an Arterial) and McGuire Road (a Minor Arterial to the south of the subject property and a Major Collector adjacent to the subject property). The location of commercial services on the subject property is supported by the area / adjacent road classifications and this policy.*

**Policy P.09: Encourage annexation of County "islands" within the City, with priority given to areas:**

- **Surrounded by incorporated areas;**

*The proposal eliminates an island of county zoned property bounded on two sides by properties incorporated into the City and on the other two sides by roadway.*

- **That have readily-available service infrastructure and capacity;**

*Municipal Water and Sanitary Sewer facilities do not exist within the proposed annexation area at this time. The owner will work with the City and East Green Acres Irrigation District in the future to provide for necessary infrastructure. City Master Plans indicate the location and sizing of extensions necessary to provide service to the proposed annexation and surrounding area. With construction of facilities that conform to the City's Master Plans, sufficient capacity should exist for this small annexation. Right of way dedication will be included within the annexation for the provision of necessary transportation infrastructure.*



- *That support increased development intensity near the urban core.*

NA

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

*The owner has worked with City staff to ensure such procedures are followed.*

**Policy P.22:** Maintain safe and efficient multi-modal traffic flows throughout Post Falls, measured and monitored using adopted Level of Service (LOS) standards.

*With roadway classifications of collector or higher abutting the property, sufficient capacity should exist along the roadway network to support development at acceptable Levels of Service (LOS).*

**Policy P.23:** Develop and enhance a transportation system in Post Falls that:

- Facilitates the safe, efficient movement of people, goods and services;
- Supports non-motorized and recreational needs;
- Supports airport operations;
- Promotes livable neighborhoods;
- Improves safe pedestrian and bike routes to schools;
- Improves transit systems, including to higher education.

*The proposed annexation area is located within the coverage area of the City's current Transportation Master Plan. Prairie Avenue is additionally identified as a Critical Arterial Corridor by the Kootenai Metropolitan Planning Organization (KMPO). Requested zoning is consistent with the projected land uses included in both Regional (KMPO) and the City's Transportation models.*

*Annexation would aid in the development of transportation facilities meeting the identified needs within the City's Transportation Master Plan and provide regional and local connectivity. Multi-modal facilities are included within the design of City Streets. Further development of the roadways to conform to the City's Transportation Master Plan, in conjunction with adjoining land development, will ensure necessary roadway capacity will be in place prior to build-out. Easements and rights-of-way dedication will be required at the time of annexation on Prairie Avenue and McGuire Road. Access to Prairie will be required to conform to the access standards contained within the KMPO Critical Arterial Corridor Policy.*

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

*Right-of-way and easement dedication will be included within the annexation for the provision of necessary transportation and utility infrastructure.*

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

*Right-of-way and easement dedications for the provision of necessary transportation infrastructure, including sidewalks and/or pathways, will be included within the annexation.*

**Policy P.28:** Coordinate transportation planning and provision efforts with the Idaho Transportation Department (ITD), Kootenai Metropolitan Planning Organization (KMPO), Kootenai County, Post Falls Highway District (PFHD), and nearby cities.

*The proposed annexation is bounded by Prairie Avenue (Principal Arterial) on the south and McGuire Road (Collector) on the east and is located approximately one (1) mile from the intersection of Prairie Avenue and Pleasant View Road to the west. The intersection of SH53 and Pleasant View Road is located approximately on-half (.5) miles to the north of the intersection of Prairie and Pleasant View. An improved interchange is planned for the SH53 / Pleasant View Road intersection in the near future. ITD has completed designs for the interchange and KMPO is seeking funding sources with a goal of 2025 construction. The construction of the interchange is anticipated to direct traffic to Prairie Avenue, consistent with the roads status as a Critical Arterial Corridor by KMPO. Roadway improvements adjacent to the annexation area will be consistent with plans for this corridor.*

**Policy P.32: Implement street designs including the range of features located and identified in adopted guidelines and standards.**

*Right-of-way and easement dedications will be included within the annexation for the provision of necessary transportation infrastructure. Street designs will be subject to the City's adopted standards at the time of future construction,*

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

*The proposed annexation area is located within the coverage area of the City's current Transportation Master Plan. Right-of-way and easement dedications to be completed with the annexation should facilitate future build-out in conformance with the City's Transportation models.*

**Policy P.38: Plan new development to ensure provision of public services at current Levels of Service (LOS) or the LOS identified in City-adopted master plans.**

*Development of the land, if annexed into the City of Post Falls, would be required to comply with City Master Plans. The owner will be impact and capitalization fees to mitigate any LOS impacts.*

**Policy P.44: Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.**

*Expansion of roadways and provisions for utilities would be done in conformance with established master planning, thus limiting duplication of facilities.*

**Policy P.45: Guide annexation decisions guided by and considering: Master plans for water, sewer, transportation, parks, schools and emergency services;**

*Studies that evaluate transportation, environmental and public service factors are addressed through the City Master Planning efforts (i.e. Comprehensive Plan, Wastewater and Water Master Plans and Transportation Master Plan). The proposal is consistent with the Master plans for water, sewer, transportation, parks, schools, and emergency services.*

Application Narrative Prepared:  
Connie Krueger, AICP

A handwritten signature in blue ink that reads "Connie Krueger". The signature is written in a cursive style with a large initial 'C' and a long, sweeping tail.

EXHIBIT A

CITY OF POST FALLS ANNEXATION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF SECTION 20 BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 11119 PER CP&F 2405159000 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 20 BEARS NORTH 88°42'51" WEST A DISTANCE OF 2650.37 FEET ; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'17" EAST A DISTANCE OF 281.56 FEET TO A POINT ON THE CENTERLINE OF THE MCGUIRE ROAD RIGHT-OF-WAY SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 89°14'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY OF MCGUIRE ROAD;

THENCE, ALONG SAID WEST RIGHT-OF-WAY SOUTH 2°07'08" WEST A DISTANCE OF 179.00 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 106.18 FEET, A DELTA ANGLE OF 86°54'37", AND A CHORD THAT BEARS SOUTH 45°34'34" WEST A DISTANCE OF 96.29 FEET TO THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°01'59" WEST A DISTANCE OF 95.80 FEET TO A POINT ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE, ALONG SAID CITY BOUNDARY NORTH 0°44'53" EAST A DISTANCE OF 630.67 FEET;

THENCE, SOUTH 88°42'27" EAST A DISTANCE OF 222.98 FEET TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD;

THENCE, LEAVING THE EXISTING BOUNDARY OF THE CITY OF POST FALLS ALONG SAID EAST RIGHT-OF-WAY SOUTH 0°45'17" WEST A DISTANCE OF 328.46 FEET;

THENCE, NORTH 89°14'43" WEST A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SECTION 20;

THENCE, ALONG SAID EAST LINE SOUTH 0°45'17" WEST A DISTANCE OF 49.99 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 2.830 ACRES, MORE OR LESS.

1  
:





H-Scale 1" = 80'



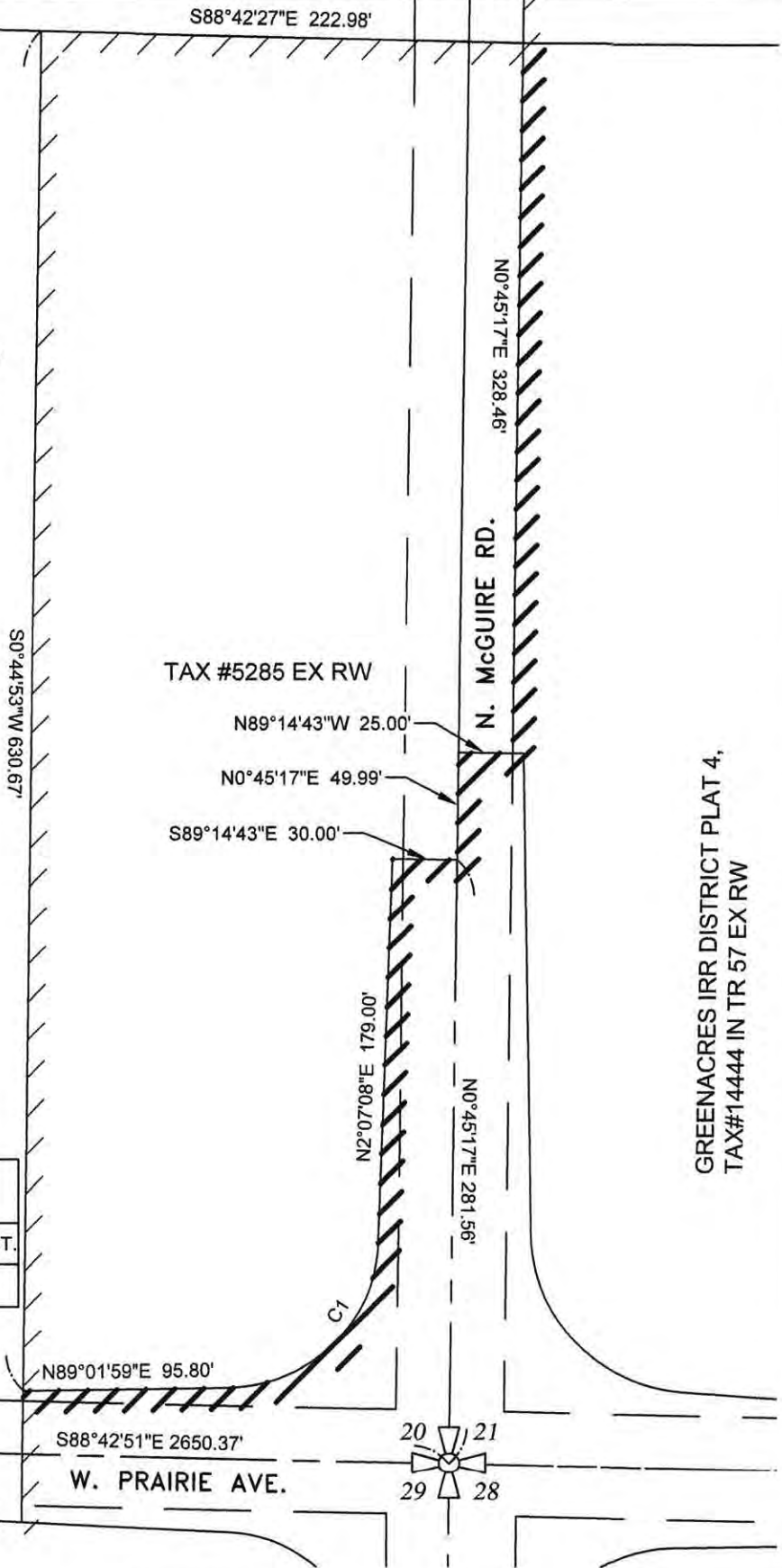
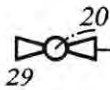
**LEGEND**

- SECTION LINE
- RIGHT-OF-WAY BOUNDARY
- ////// EXISTING CITY BOUNDARY
- ////// PROPOSED CITY BOUNDARY



**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	70.00'	106.18'	86°54'37"	N45°34'34"E	96.29'



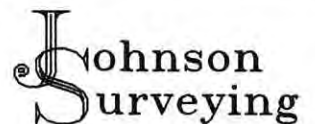
TAX#23541 EX RW

TAX #5285 EX RW

N. MCGUIRE RD.

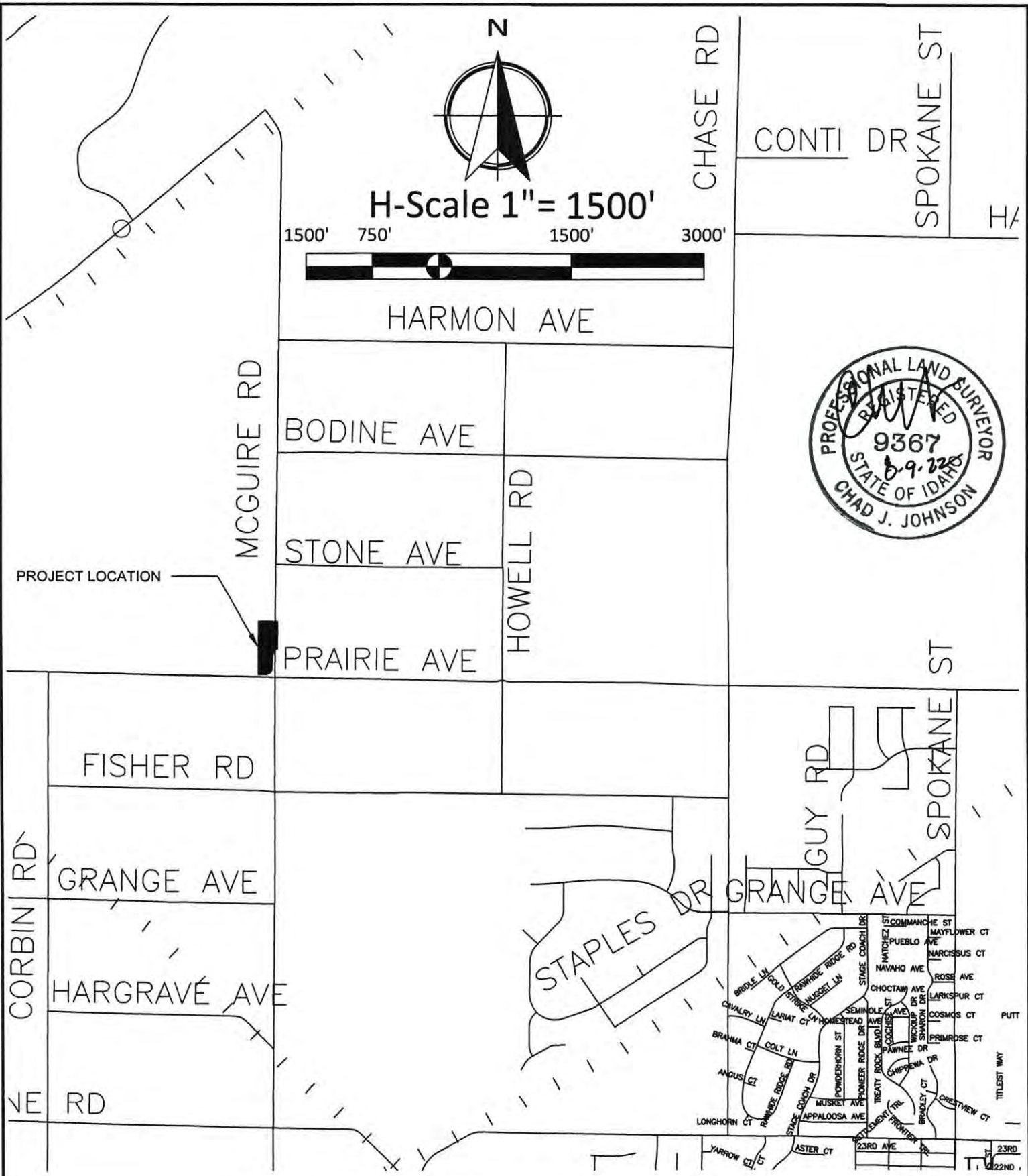
GREENACRES IRR DISTRICT PLAT 4,  
TAX#14444 IN TR 57 EX RW

**CITY ANNEXATION EXHIBIT B**  
SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



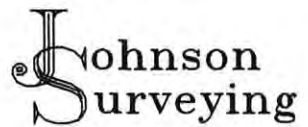
DATE SURVEYED: N/A	DRAFTED BY: ERH	PLOT DATE: 05/31/2022	SHEET 1 1
FILE NAME: 22-125	CHECKED BY: CJJ	PROJECT No.: 22-125	

P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com



**VICINITY MAP EXHIBIT C**

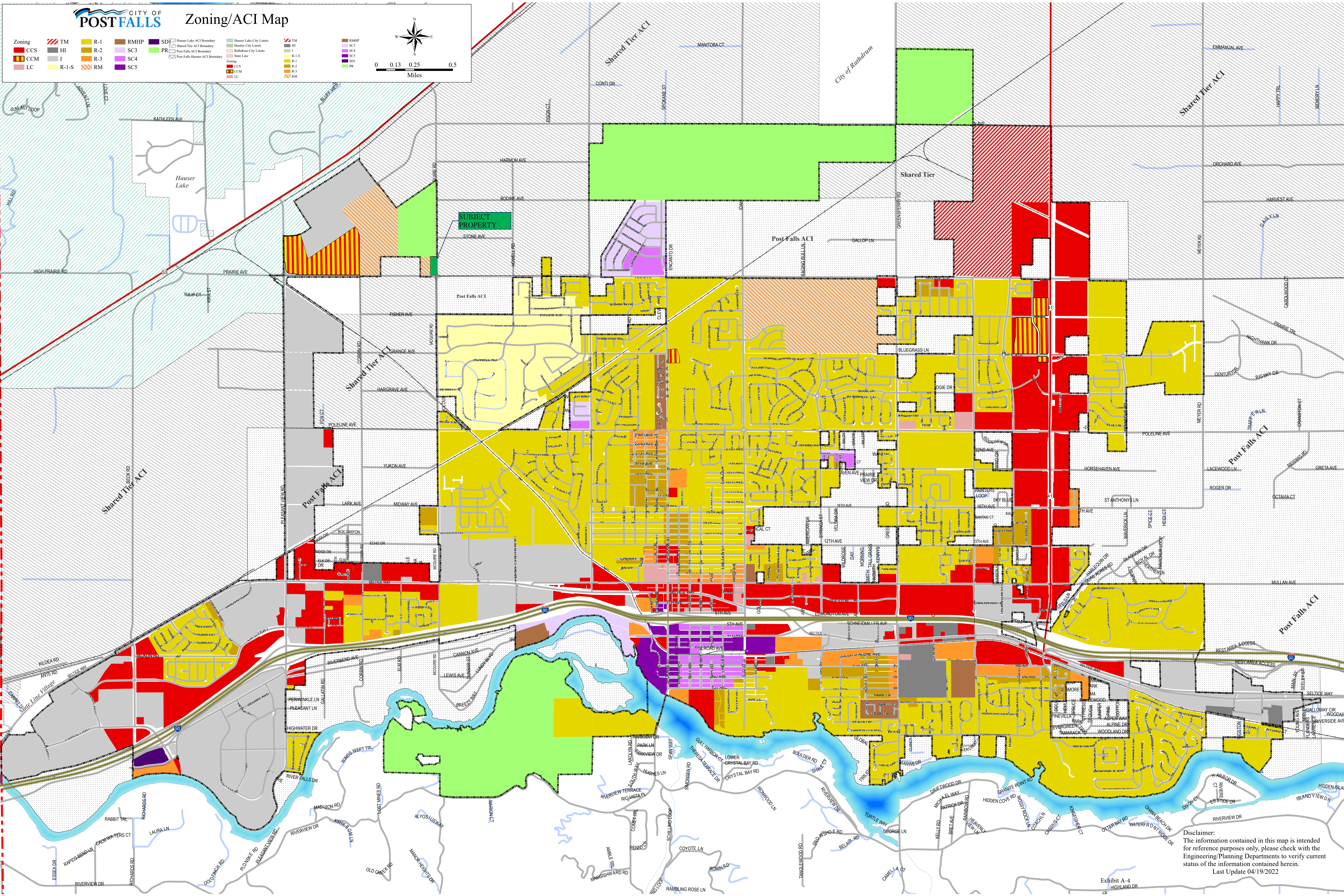
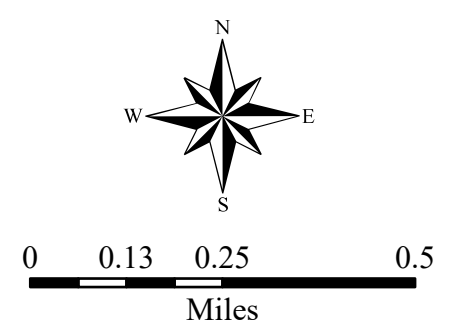
SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

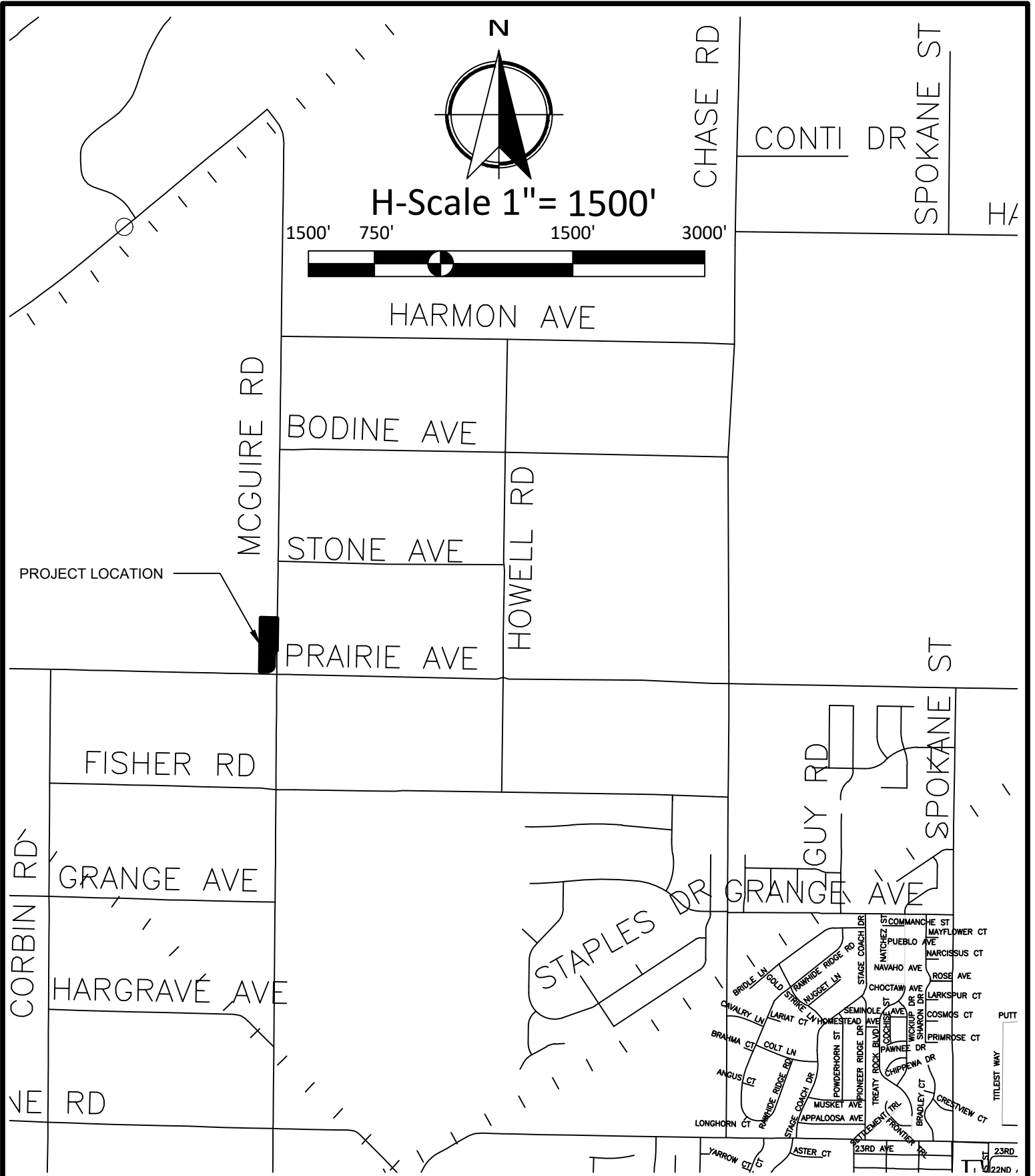
DATE SURVEYED: N/A	DRAFTED BY: ERH	PLOT DATE: 05/31/2022	SHEET 1 / 1
FILE NAME: 22-125	CHECKED BY: CJJ	PROJECT No.: 22-125	

Zoning	TM	R-1	RMHP	SD1	Hauser Lake ACI Boundary	TM	RMHP
CCS	HI	R-2	SC3	PR	Hauser Lake City Limits	HI	SC3
CCM	I	R-3	SC4	Post Falls ACI Boundary	Post Falls City Limits	I	SC4
LC	R-1-S	RM	SC5	Post Falls Hauser ACI Boundary	State Line	R-1-S	SC5
					Zoning	CCS	CCM
						LC	RM



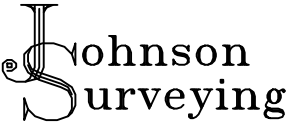
SUBJECT PROPERTY

Disclaimer:  
The information contained in this map is intended for reference purposes only, please check with the Engineering/Planning Departments to verify current status of the information contained herein.  
Last Update 04/19/2022



**VICINITY MAP**

SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



P.O. Box 2544 Post Falls, ID 83877  
208-660-2351  
johnsonsurveyingnw.com

DATE SURVEYED: N/A	DRAFTED BY: ERH	PLOT DATE: 05/31/2022	SHEET 1 / 1
FILE NAME: 22-125	CHECKED BY: CJJ	PROJECT No.: 22-125	





Ranvir S. Nagra and Davinder Nagra  
PO Box 529  
Veradale, WA 99037

Re: Our No.: 414525  
Policy No. OX13821466

Ranvir S. Nagra and Davinder Nagra:

Enclosed please find your owner's policy and original recorded document(s) for your records. This is the deed to your property and should be kept in a safe place for future reference to your property.

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

Cordially,

Kristin Scott  
Title Officer  
Kootenai County Title Company, Inc.

THANK YOU FOR THE CHANCE TO SERVE YOU

**\*Note\***

The enclosed original document, along with the copy attached thereto that bears the *digital recording stamp*, constitutes the full original recorded document, and should be kept together for your recordkeeping.

1450 Northwest Blvd, Suite 200, Coeur D Alene, ID 83814  
Phone: 208-667-9431 • [www.kootenaititle.com](http://www.kootenaititle.com)

# OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:  
KOOTENAI COUNTY TITLE COMPANY INC.  
1450 NORTHWEST BLVD., SUITE 20  
COEUR D'ALENE, ID 83814  
PHONE: (208) 667-9431



Policy Number **OX-13821466** File Number: 414525

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

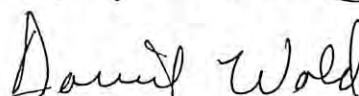
*A Stock Company*

*400 Second Avenue South, Minneapolis, Minnesota 55401*

*(612) 371-1111*

  
-----  
Authorized Officer or Licensed Agent

By  President

Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or  
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## CONDITIONS (con't)

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including 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, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## CONDITIONS (con't)

### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

**OWNER'S POLICY OF TITLE INSURANCE**  
Issued By  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

File No.: 414525  
Amount of Insurance: \$325,000.00  
Date of Policy: May 28, 2021 at 12:39 PM

Policy No.: OX13821466  
Premium: \$1,383.00


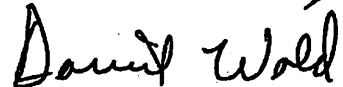
1. Name of Insured:  
Ranvir S. Nagra and Davinder Nagra
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
Ranvir S. Nagra, an unmarried person and Davinder Nagra, a married man
4. The Land referred to in this policy is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

Old Republic National Title Insurance Company

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



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

By  President  
Attest  Secretary

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## SCHEDULE B

File No.: 414525

Policy No.: OX13821466

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

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 now shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. General taxes for the year 2021, which are a lien, not yet due or payable.
8. Liens and Assessments of the East Greenacres Irrigation District
9. Nonrevocable Declaration of Mobile Home to be Real Property  
Recorded: May 30, 1986  
Instrument No.:1046439, records of Kootenai County, Idaho
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: United States of America  
Purpose: water pipeline or conduit and appurtenances  
Recorded: June 6, 1973  
Book 261 at Page 941, records of Kootenai County, Idaho.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document  
Granted to: Washington Water Power Company  
Purpose: natural gas pipeline  
Recorded: January 12, 1996  
Instrument No.:1429911, records of Kootenai County, Idaho.
12. Any matters as disclosed by survey recorded May 1, 2012 in Book 27 of Surveys at Page 221, records of Kootenai County, Idaho.

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**SCHEDULE B**  
(Continued)

13. The land described in this commitment or policy shall not be deemed to include any house trailer, modular home, mobile home or mobile dwelling on the subject property.
14. The community interest of the spouse of the vestee named herein at the date of acquiring title under the documents set forth herein, The official records disclose the vestee to be a married person, but do not disclose the name of the spouse.  
Vestee: Ranvir S. Nagra, an unmarried person and  
Davinder Nagra, a married man as his sole and separate property  
Document: Quit Claim Deed  
Dated: May 5, 2021  
Recorded: May 28, 2021  
Instrument No.:2836810000, records of Kootenai County, Idaho.

END OF SCHEDULE B

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## SCHEDULE C

File No.: 414525

Policy No.: OX13821466

The land referred to in this Policy is described as follows:

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Beginning at the Southeast corner of the South Half of the Southeast Quarter of said Section 20; thence

West 198 feet; thence

North 660 feet; thence

East 198 feet; thence

South 660 feet to the place of beginning.

And including a one-half interest in a well described as follows:

Beginning at a point 83 feet North and 93 feet West of the Southwest corner of the above described parcel of land; thence

West 25 feet; thence

North 25 feet; thence

East 25 feet; thence

South 25 feet to the place of beginning

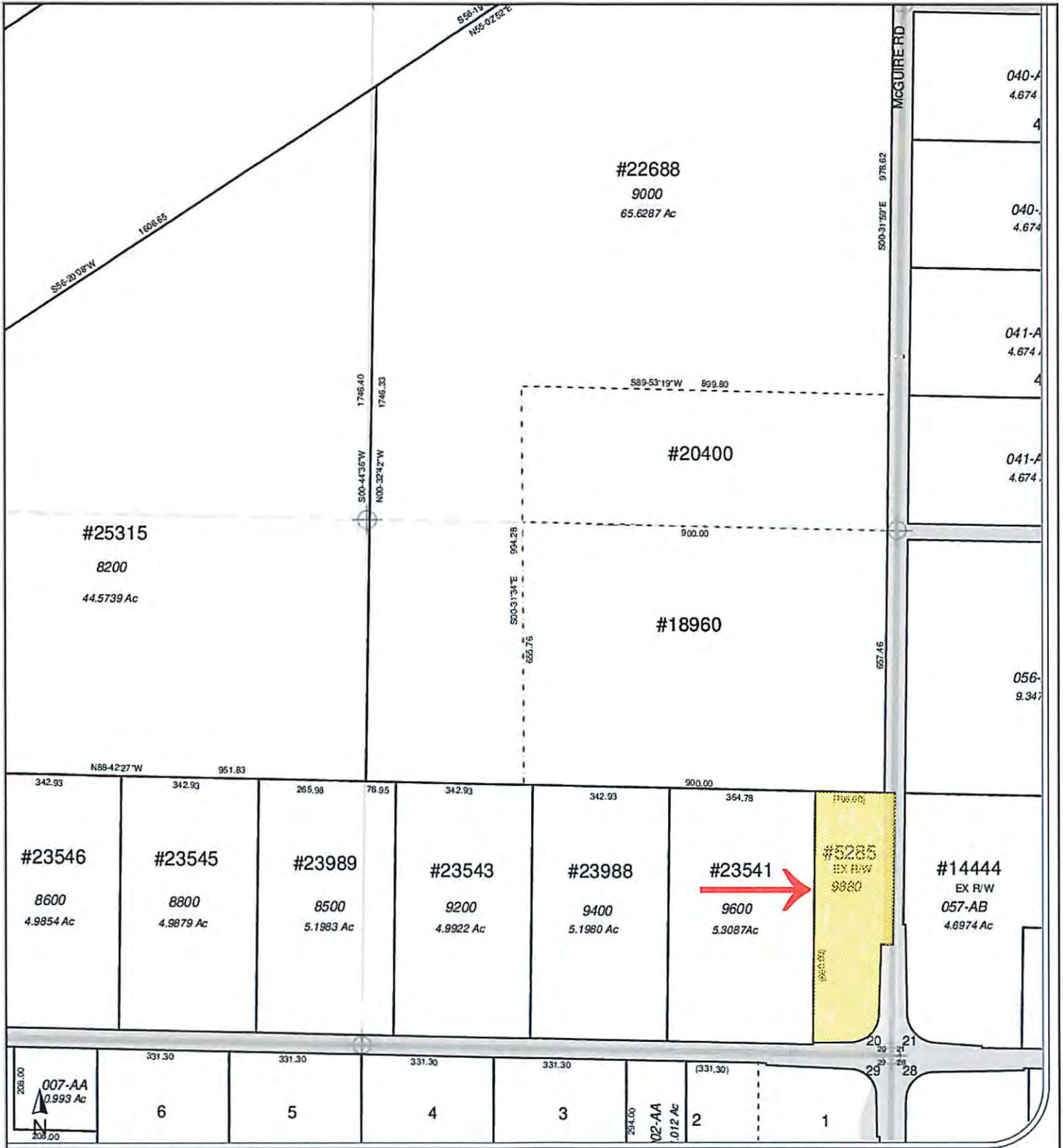
EXCEPTING THEREFROM that portion conveyed to the Post Falls Highway District by Warranty Deed recorded September 3, 2009 as Instrument No. 2230641000, records of Kootenai County, Idaho.

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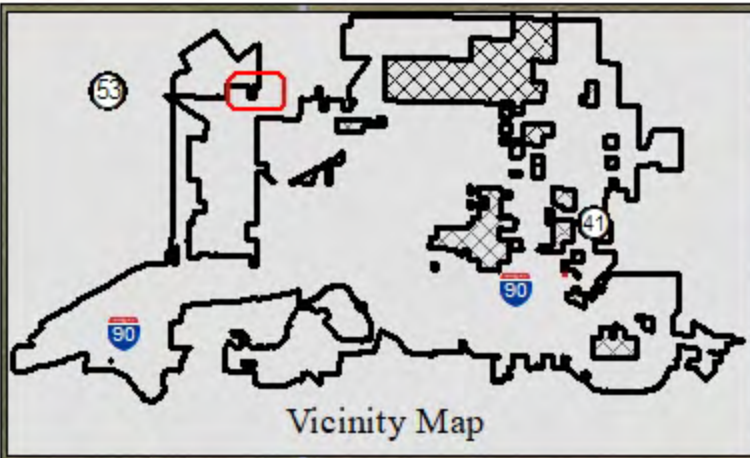




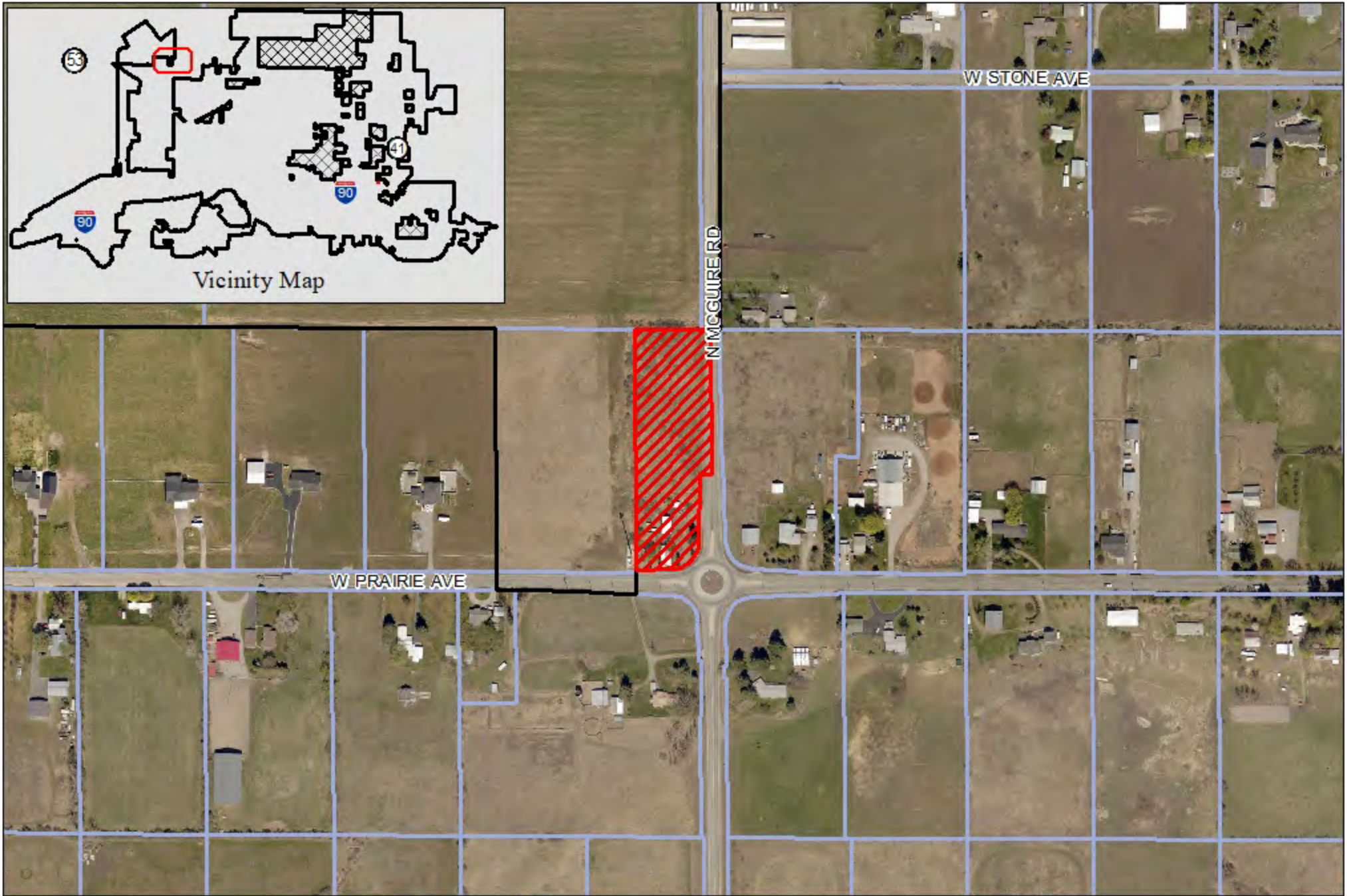
**KT KOOTENAI TITLE**  
 MAKE A REQUEST FOR THE BEST  
 1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814  
 Phone: (208)667-9431 Fax: (208)208-666-0410

**ParcelID: 51N05W209880**  
**8043 N McGuire Rd**  
**Post Falls, ID 83854**

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



Vicinity Map



W STONE AVE

N MCCUIRE RD

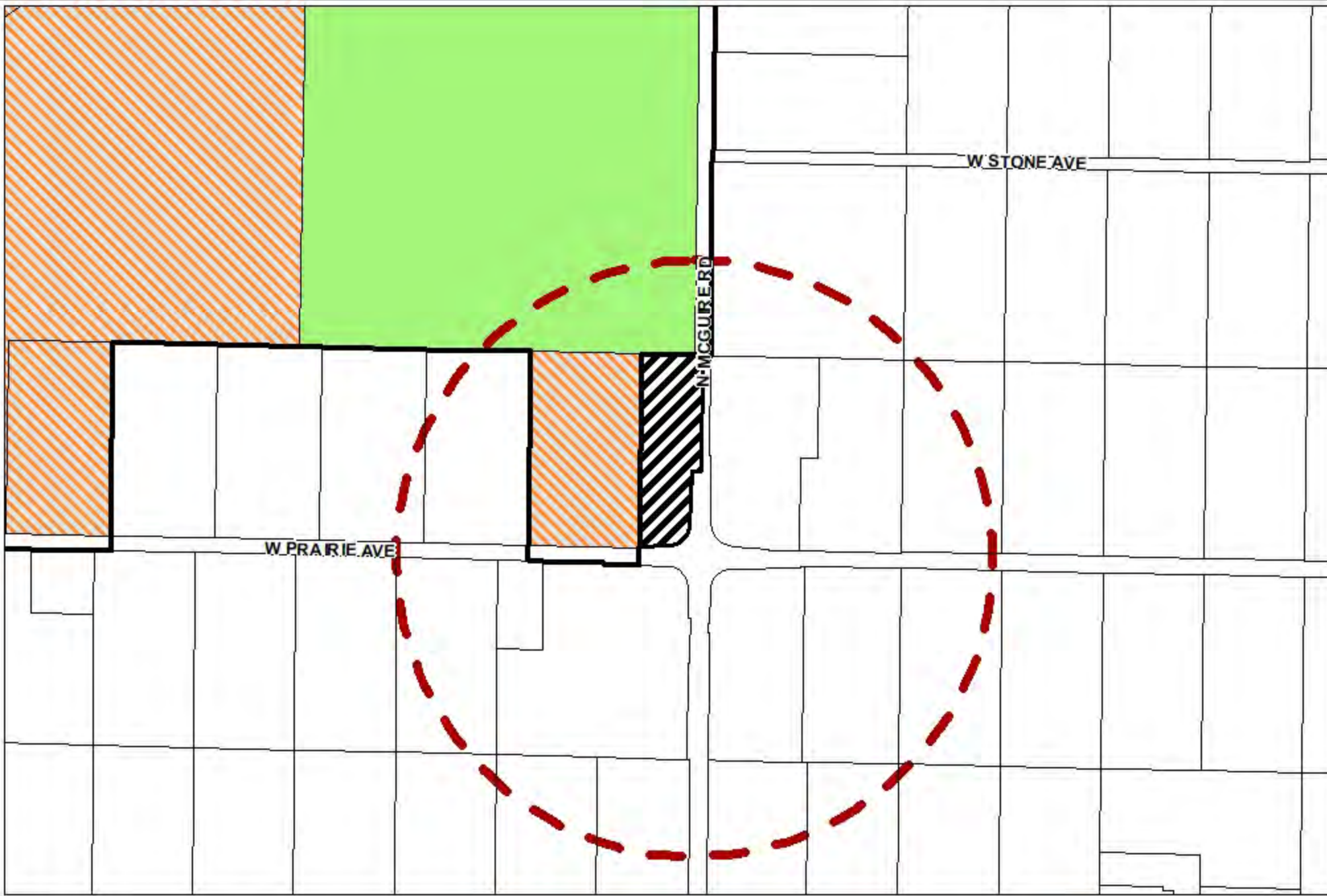
W PRAIRIE AVE

Project Location  
NAGRA ANNEXATION  
File # ANNX-22-11








-  Subject Site
-  City Boundary
-  Tax Parcels



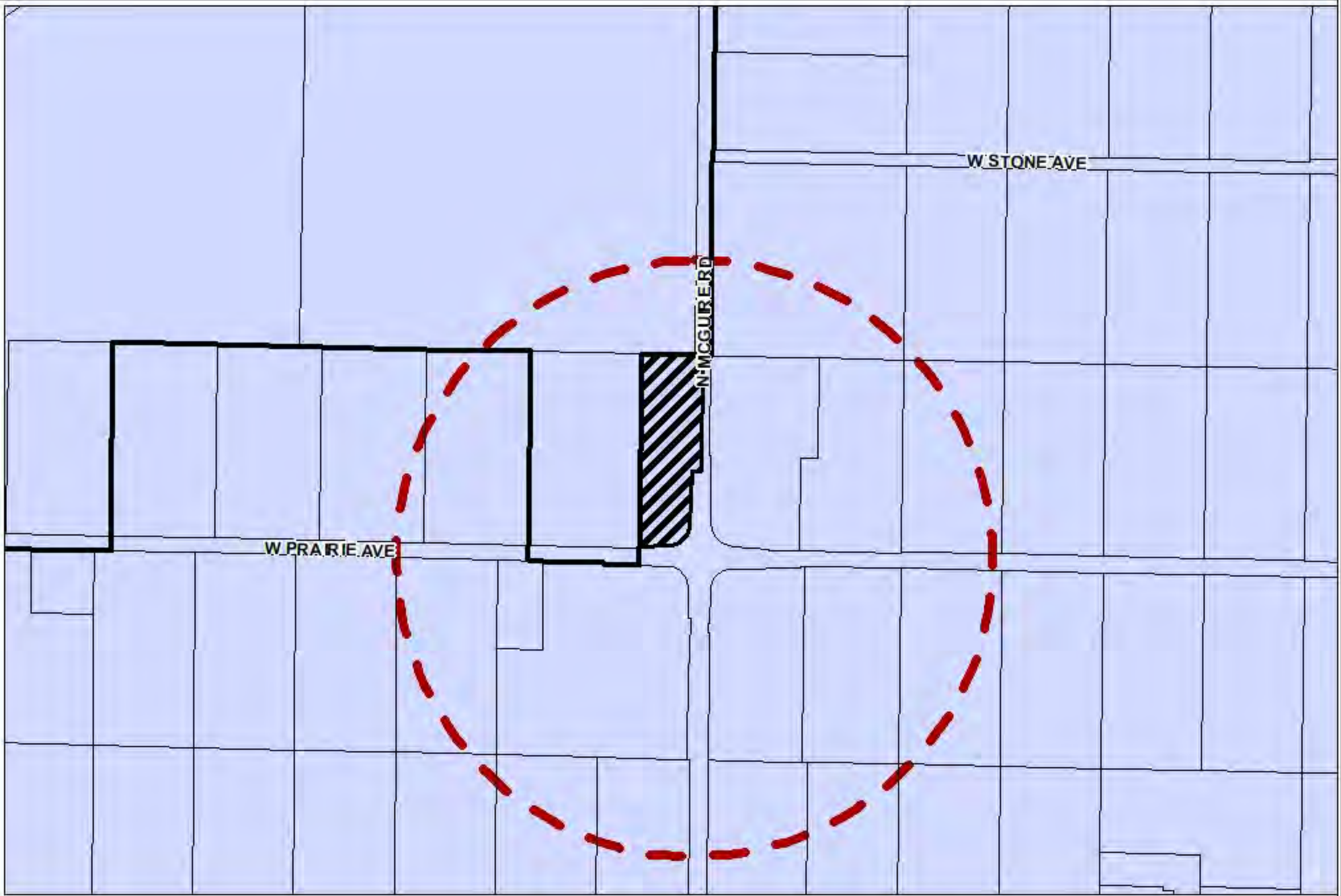


Zoning Map  
 NAGRA ANNEXATION  
 File # ANNX-22-11



-  City Boundary
-  Subject Site
-  Commercial Node
-  PR
-  RM





Future Land Use Designation  
 NAGRA ANNEXATION  
 File # ANNX-22-11



-  City Boundary
-  Subject Site
-  Commercial Node
-  Transitional



# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Nagra Annexation (File No. ANNX-22-11)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Ranvir S. Nagra and Davinder Nagra, with a principal place of business at PO Box 529, Veradale, WA 99037.

WHEREAS, Ranvir S. Nagra and Davinder Nagra, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located on the northwest corner of W. Prairie Ave. and N. McGuire Rd., 8043 N. McGuire Rd. and is more particularly described in Exhibit “A”.

### ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending

utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

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



serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along McGuire Road to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along McGuire Road for a total right of way width of 42.5 feet measured from the Section Line.
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.3. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue for a total right of way width of 55 feet measured from the Section Line.
- 4.1.4 At the existing roundabout, the rights-of-way line for Prairie Avenue and McGuire Road shall be connected with a tangent curve of 50' radius and a 15' easement adjoining thereto
- 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).
- 4.2. ***Public Park: Owner has agreed to donate to the City, via Warranty Deed, approximately \_\_\_ acres of land to the City in the location and configuration depicted on the attached Exhibit "C", which by this reference is incorporated herein, for use as a public park. Owner agrees to transfer the park parcel to the City no later than \_\_\_\_\_.***
- 4.2.1. ***Condition of the Property: Prior to transferring the park parcel, Owner will not alter the park parcel from its current condition in any manner, including but not limited to, removing soil or depositing construction waste or other debris on the parcel without the express written consent of the City.***
- 4.2.2. ***No Impact Fee Credit for Park Property: Owner agrees that it is not entitled to any credit of the City's then currently adopted Impact Fees because of its donation of the park parcel. Rather the park parcel is being donated to address existing system deficiencies < or as a Project Improvement not eligible for an impact fee credit>. 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 donation of park property as provided in Section 4.2. <OPTIONAL – USE IF PARK LAND TO BE DONATED>*

**ARTICLE V. DEVELOPMENT OF THE PROPERTY**

- 5.3. *Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit “B”, which depicts the general disposition of uses and infrastructure on the Property. The parties agree that the location of major public infrastructure such as collector and arterial streets through the Combined Property cannot be relocated in a manner inconsistent with Exhibit “B” without written approval of the City Council evidenced by an amendment to this Agreement. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit “B”. In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit “B”, the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.12. <OPTIONAL – USE IF THIS IS A ZONING DEVELOPMENT AGREEMENT OR IF THERE ARE DEVELOPMENT RESTRICTIONS IN AN ANNEXATION AGREEMENT.*

**ARTICLE V. CONSIDERATION/FEEES**

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

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

#### ARTICLE VI. MISCELLANEOUS

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

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

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

*[Signature Page Follows]*

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

By: \_\_\_\_\_  
Raniver S. Nagra

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

By: \_\_\_\_\_  
Davinder Nagra

ACKNOWLEDGEMENTS

STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this \_\_\_\_ day of November, 2022, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this \_\_\_ day of November, 2022, before me, a Notary for the State of Idaho, personally appeared [Manager], known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that they 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:



# 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

November 21, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

Amber,

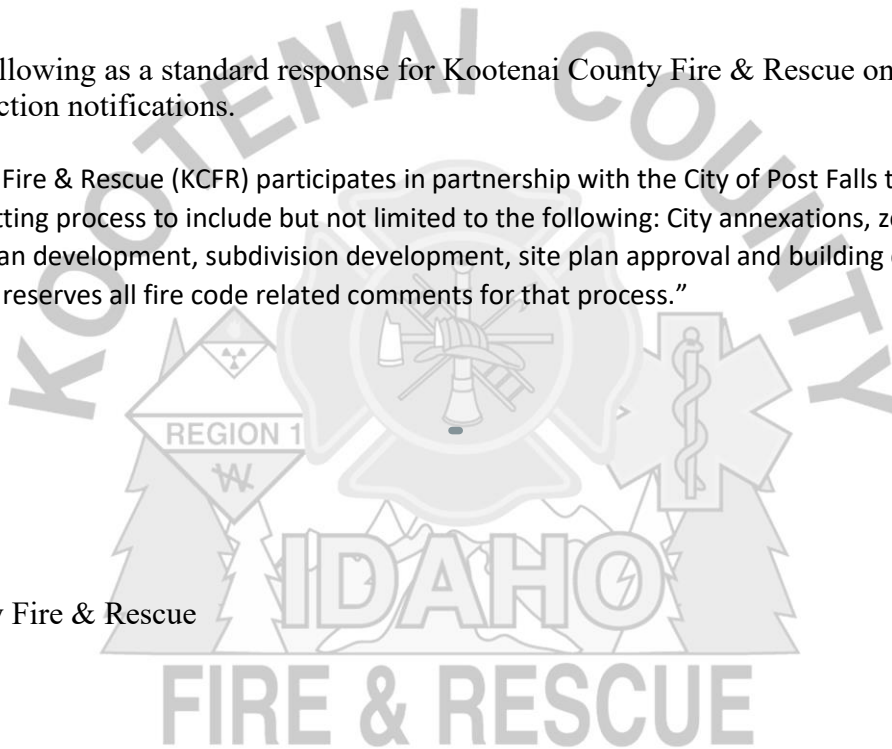
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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





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

November 21<sup>st</sup>, 2022

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

Re: Nagra Annexation File No. ANNX-22-11

The Police Department has reviewed the above listed annexation 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", is written above the typed name.

Mark J. Brantl  
Captain  
Post Falls Police Department

## Amber Blanchette

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Monday, November 28, 2022 8:04 AM  
**To:** Amber Blanchette  
**Subject:** FW: Nagra Annexation File No. ANNX-22-11  
**Attachments:** Nagra Annex NTJ.pdf

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

Good Morning Amber,

We have reviewed the attached project and there is no impact to the YPL pipeline and we do not have any comments/questions.

Sincerely,

Chad M. Polak  
Agent, Real Estate Services  
O: (+1) 303.376.4363 | M: (+1) 720.245.4683  
3960 East 56<sup>th</sup> Avenue | Commerce City, CO 80022  
Phillips 66

---

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, November 18, 2022 2:14 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; 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:** [EXTERNAL]Nagra Annexation File No. ANNX-22-11

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Good afternoon,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on December 13<sup>th</sup>. The draft staff report is on the city's website.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

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## Amber Blanchette

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**From:** jonie@postfallshd.com  
**Sent:** Monday, December 5, 2022 11:44 AM  
**To:** Amber Blanchette  
**Subject:** RE: Nagra Annexation File No. ANNX-22-11

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

PFHD is neutral on this annexation. If request is granted, PFHD would ask that a minimum 55' from centerline of Prairie Avenue and a minimum of 40' from centerline of McGuire Road be dedicated as Public Right-of-Way in the name of the Post Falls Highway District for future use.

Regards,

Jonie Anderson  
Administrative Assistant  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



---

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, November 18, 2022 1:14 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tracacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>;

Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sanders, AECOM <lynn.sanders@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; 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:** Nagra Annexation File No. ANNX-22-11

Good afternoon,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on December 13<sup>th</sup>. The draft staff report is on the city's website.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



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**POST FALLS**  
SCHOOL DISTRICT #273

**DISTRICT OFFICE**  
P.O. Box 40  
Post Falls, ID 83877  
PHONE 208-773-1658  
FAX 208-773-3218  
[www.pfsd.com](http://www.pfsd.com)

June 20, 2022

Robert Seale  
Community Development Director  
City of Post Falls  
408 Spokane Street  
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

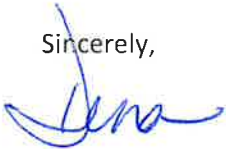
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

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

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator



**CITY OF POST FALLS  
AGENDA REPORT**

**DATE:** December 9, 2022

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

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

**SUBJECT:** STAFF REPORT FOR DECEMBER 13, 2022, P&Z COMMISSION MEETING – SINCLAIR ADDITION SPECIAL USE PERMIT PUBLIC HEARING

**INTRODUCTION:**

Jerry Sinclair has requested on behalf of himself, the property, (Exhibits A-1, A-2, A-3) approval for a Special Use Permit to allow residential uses at densities permitted by the Medium Density Residential (R-2) Zone as permitted by PFMC 18.16.010, on a 0.28- acre Limited Commercial (LC) lot within the City of Post Falls. The Planning & Zoning Commission must conduct a public hearing and determine if the proposed request meets the approval criteria contained in PFMC Section 18.20.070 (B). Following the public hearing, the Planning Commission will direct staff to prepare a Reasoned Decision, along with any appropriate conditions, that explains how the approval criteria are/are not met. The Planning Commission will review and approve the final Reasoned Decision at a subsequent meeting. The approval criteria are:

- A. Whether implementation of the special use would/would not conform to the purposes of the applicable zoning district.
- B. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state.
- C. Whether the proposed use will/will not be compatible with the health, safety, and welfare of the public or with land uses within the vicinity of the proposal.
- D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

**PROJECT INFORMATION:**

**Project Name/File Number:** Sinclair Addition Special Use Permit (SUP-22-4)

**Owner:** Jerry Sinclair, 4782 Mill River Ct., Coeur d’Alene, ID 83814

**Applicant:** Jerry Sinclair, 4782 Mill River Ct., Coeur d’Alene, ID 83814

**Project Description:** The applicant is planning on retaining the existing house on the western property and subdividing the eastern property to be developed with Medium Density Residential (R-2) homes.

**Project Location:** North of E. 6<sup>th</sup> Avenue and west of N. Henry Street (see vicinity map below).

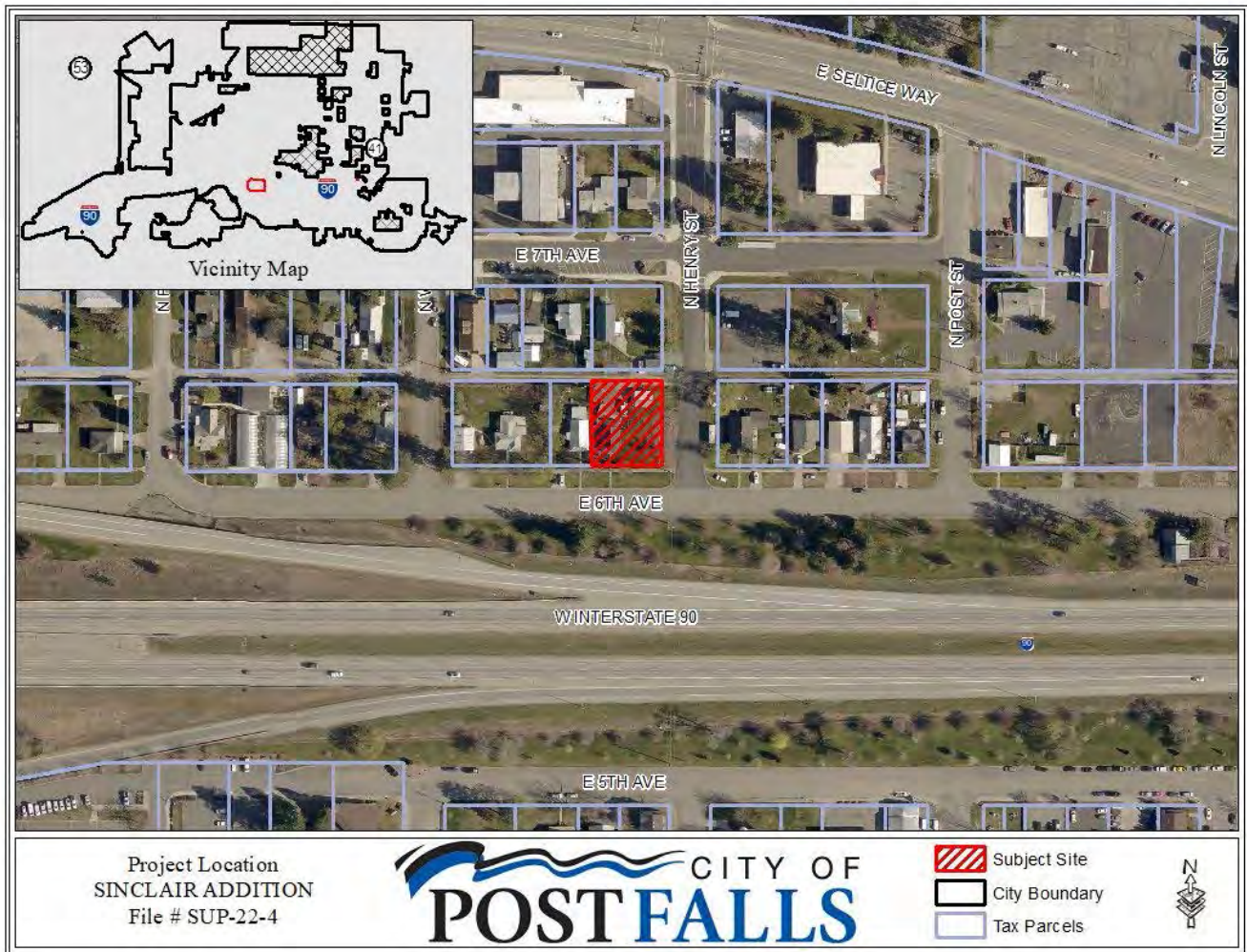
**Water Provider:** City of Post Falls

**Sewer Provider:** City of Post Falls

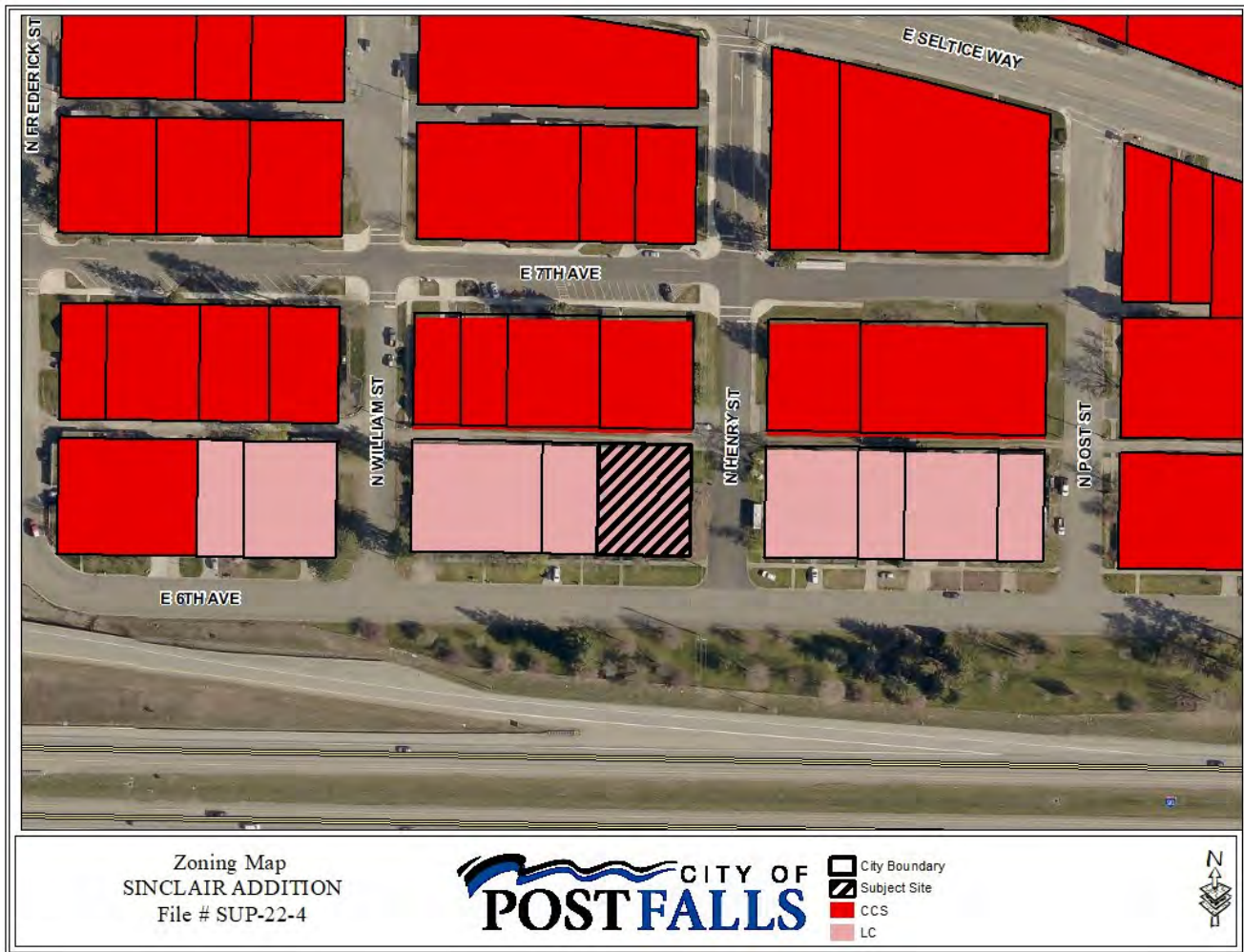
**AREA CONTEXT:**

**Surrounding Land Uses:** The properties to the north, east, and west consist of a mix of single family residential and neighborhood commercial uses. To the south, across E. 6<sup>th</sup> Avenue, is the City Arboretum and beyond that is the I-90 corridor.

**Area Context Vicinity Map:**



**Surrounding Zoning Districts:** The properties to the north are zoned Community Commercial Services (CCS) and the properties to the east and west have Limited Commercial (LC) zoning, although most of these lots are built out with residential uses. (See Following Map)



**EVALUATION OF SPECIAL USE PERMIT APPROVAL/ REVIEW CRITERIA:**

- A. Implementation of the special use will/will not conform to the purposes of the applicable zoning district.**

*PFMC Section 18.16.010 (B) Commercial Zones:*

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

- B. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state.**

*PFMC Section 18.20.040 Official Bulk and Placement Regulations Table:*

The land use table contained in PFMC Title 18.20.040 has established that the Limited Commercial (LC) zoning designation is suitable for Medium Density Residential (R-2) uses and PFMC Section 16.16.101 (B) (1)

Limited Commercial (LC) states: *“Residential uses may be allowed at densities permitted by the Medium Density Residential (R2) Zone by special use permit. Lot area and building bulk and placement requirements shall agree with the values set forth in section [18.20.040](#), “Official Bulk And Placement Regulations Table”, of this title.”*

**C. Whether the proposed use will/will not be compatible with the health, safety, and welfare of the public or with land uses within the vicinity of the proposal.**

The proposed use should not be detrimental to the health, safety, and welfare of the public or with land uses within the vicinity.

Transportation: The proposed special use for R-2 residential densities in a Limited Commercial (LC) zone is not anticipated to produce impacts that would adversely impact the adjoining transportation systems. 6<sup>th</sup> Avenue is a Local Commercial roadway with current traffic volumes of less than 500 vehicles per day. Local Commercial roadways have listed capacities of up to 2,500 vehicles per day. 2035 volumes are estimated to be less than 2,000 vehicles per day. Configuration of access for residential use should be oriented to utilize the existing alley along the property's northern boundary. The current roadway network has capacity, with identified impact fee projects in the immediate vicinity further facilitating long term traffic operations.

Water Reclamation: The site will be connected to the City's Water Reclamation Facilities. Existing facilities are located along 6<sup>th</sup> Avenue and have the capacity and capability to handle the requested use. Site-specific issues would be handled with site plan review. The property is not subject to any Sewer Surcharges or Local Improvement Districts.

Domestic Water: The proposed special use will be serviced by the City of Post Falls water system. Domestic water currently exists within the alley along the property's northern boundary. The City of Post Falls is willing to provide service to the site. Site-specific issues related to fire protection would be handled at the time of Site Plan Review.

**D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.**

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

Post Falls residents often cite the community's "small-town charm" as one of its attractive features. As such it is important to help retain the City's low-scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas.

**Goal 4:** Sustain the historic city center as the "heart" of Post Falls, bringing the community together and enhancing its commercial, service, and civic vitality.

Development of a vibrant city center will require supporting its numerous and necessary functions, including a strong commercial base, community services, public space availability and access, parking, and diverse housing options, which will help the city center thrive.

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

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

The following policies may or may not assist the review of this Special Use Permit request.

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

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees will be paid at the time of permit issuance to assist maintaining the community levels of service.

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

Staff Comment: Diversified housing opportunities bolsters the long-term health of the housing sector within a community. The industrial and commercial sectors within a community benefit by having a healthy and diverse housing sector as it either offers securities that their employees have a place to live, or it put rooftops to provide commerce. The medium density housing sector is an important housing niche to sustain as the City’s entry level housing market is currently under supplied.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed location of the special use permit is within walking distance to many daily needs services which may enhance these residents' quality of life.

- Promote compatible, well-designed development;

Staff Comment: The proposed development is located in a commercially zoned neighborhood however the adjacent and neighboring properties are built out primarily with single family homes.

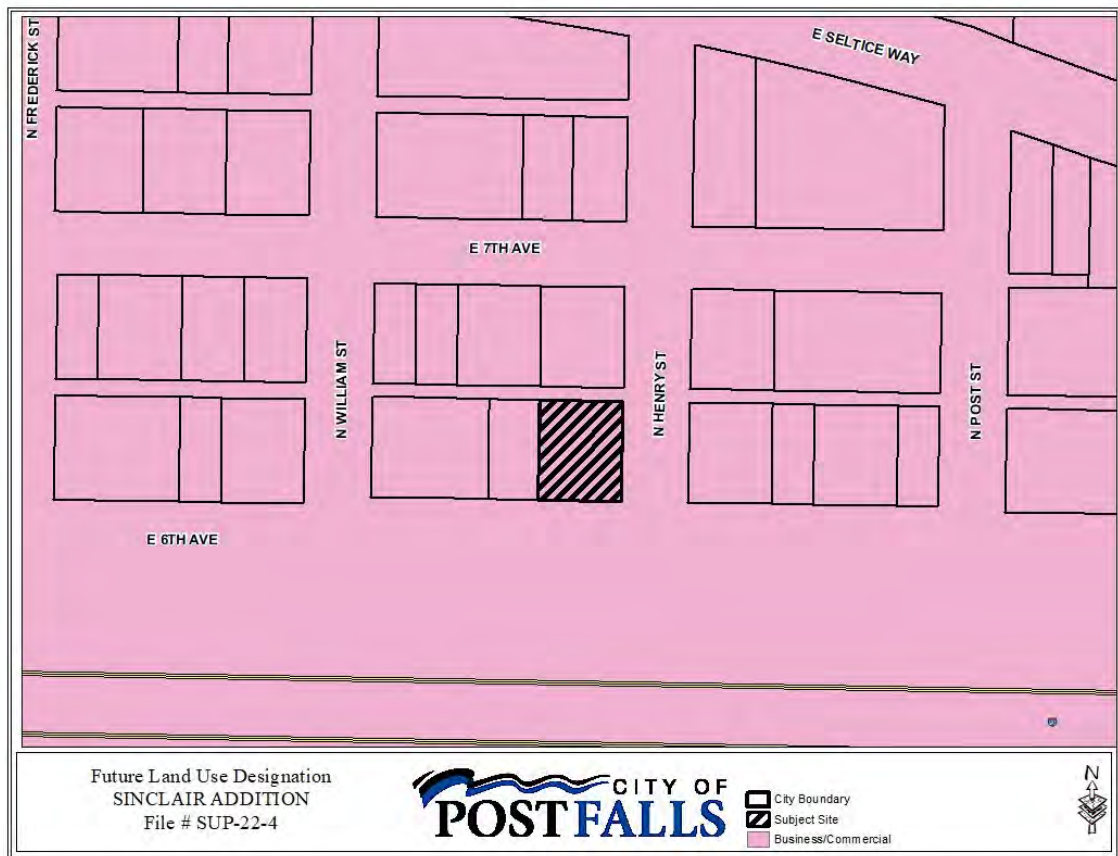
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The analysis within this staff report addresses this policy point.

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

Future land use mapping;

Staff Comment: The site has a future land use designation of Business/Commercial (see following map). This category includes a mixture of housing types built at moderate densities (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 connected grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.



- Compatibility with surrounding land uses;

Staff Comment: As stated under Policy 1 The proposed development is located in a commercially zoned neighborhood however the adjacent and neighboring properties are built out primarily with single family homes.

- Infrastructure and service plans;

Staff Comment: The site is located adjacent to existing sanitary sewer and water infrastructure. Existing facilities have sufficient capacity to provide service for the anticipated land uses. The City

does not have any existing capital plans for Sewer or Water infrastructure at this location.

- Existing and future traffic patterns;

Staff Comment: The site is located adjacent to Henry Street which intersects Seltice Way (Principal Arterial), 2 blocks to the north, with a traffic signal. 6<sup>th</sup> Avenue is identified within the current Master Plan to provide access from Idaho Street to Spokane Street, which will increase future traffic volumes; however, these volumes are accounted for in the 2035 model and are below roadway capacities.

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

Staff Comment: The analysis within this staff report addresses this policy point.

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

Staff Comment: The proposed development is located within walking distance to many daily needs services and in an area with mixed residential and commercial uses.

**Policy 6:** Encourage residential development patterns typically featuring:

- Housing that faces the street edge;

Staff Comment: If redeveloped with Medium Density Residential (R-2) housing, the houses would likely face the adjacent streets.

- An interconnected grid of small-block streets network;

Staff Comment: The area is already developed with small-block streets.

- Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping, and lighting;

- Staff Comment: With redevelopment, the sites frontage improvements will need to meet current standards, including installation of pavement of the adjacent alley. Currently curb and sidewalk exist along E. 6<sup>th</sup> Avenue. Infill paving, curb, sidewalk, storm water facilities will be required to be installed on Henry Street. Any existing frontage improvements that are not in compliance with current standards will need to be brought into compliance with applicable standards.

- Development and utilization of alleys for parking and service areas;

Staff Comment: There is potential, if redeveloped, that some of the Medium Density Residential (R-2) homes could be access from the alley. Vehicular site access from the alleyway would be encouraged with any development.

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

Staff Comment: The site is not proposed to be mixed use, however the neighborhood as a whole is considered to have mixed development with both commercial and residential uses.

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

Staff Comment: This lot could be considered as under-utilized. Redevelopment with a higher density could offer a small relief to the missing middle housing within the City.

**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: The proposed special use permit could help fill the middle missing housing niche by providing housing types allowed in the Medium Density Residential (R-2) zoning designation.

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

Staff Comment: As mentioned under Policy 6, N. Henry Streets currently lacks a sidewalk, and if the subject property is redeveloped the developer will be responsible for installing frontage improvements to all adjacent frontages.

**Policy 69:** Encourage new development to provide pedestrian access to nearby parks, trails, and green spaces.

Staff Comment: The subject property is located directly north of the City Arboretum Park.

**Policy 93:** Encourage development of Post Falls’ city center as a community focal point, combining commercial, civic, cultural, residential, and recreational uses.

Staff Comment: The proposed development is within the City Center focus area.

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

Agencies Notified:

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

- **Kootenai County Fire & Rescue (Exhibit PA-1)** – Reserves comments for the permitting process.
- **Post Falls Police Department (Exhibit PA-2)** – Remains neutral



- **YPL Comments (Exhibit PA-3)** – There is no impact to the YPL pipeline.
- **Post Falls Highway District (Exhibit PA-4)** – Remains neutral
- **Post Falls School District (Exhibit PA-5)** – Remains neutral

**MOTION OPTIONS:** The Planning Commission may approve the requested Special Use Permit as presented, approve with conditions or deny the Special Use Permit request.

**CONDITIONS (If any are applied):**

1. Site Access points will be required to conform with City Access Management requirements.

**ATTACHMENTS:**

APPLICANT'S EXHIBITS:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Preliminary Plan
Exhibit A-4	Vicinity Map
Exhibit A-7	Title Report

STAFF EXHIBITS:

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

TESTIMONY:

Exhibit PA-1	KCFR Comments
Exhibit PA-2	PFPD Comments
Exhibit PA-3	YPL Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	PFSD Comments

Special Use Permit · 322 – SINCLAIR ADDITION



Expiration Date

Active



# SUP-22-4



## Details

Submitted on Aug 23, 2022 at 1:43 pm



## Attachments

6 files



## Activity Feed

Latest activity on Nov 8, 2022



## Applicant

Jerry Sinclair



## Location

311 E 6TH AVE, POST FALLS, ID 83854



## Timeline

Add New ▾

### Special Use Permit Fees

Paid Aug 24, 2022 at 1:14 pm

### GIS Review

Completed Aug 26, 2022 at 12:12 pm

Aug 29 ( )

### Completeness Review

Completed Sep 29, 2022 at 12:07 pm

■ Sep 05 ( )

### Schedule Planning and Zoning Hearing

Completed Sep 29, 2022 at 12:18 pm

■ Sep 30 ( )

### Polygon Creation

Completed Oct 3, 2022 at 8:21 am

Oct 05 ( )

### Maps Created

Completed Oct 3, 2022 at 10:26 am

( )

### Draft Staff Report

Oct 28 ( )

Completed Oct 28, 2022 at 11:05 am

**Parks Review**

Completed Nov 8, 2022 at 3:36 pm

Nov 11

**Engineering Review**

In Progress

Nov 11

**Wastewater Review**

Review

**Final Planning Review**

Review

**Notice**

Review

**Site Posting**

Review

**Reasoned Decision**

Review

**Consent Calendar - Planning and Zoning**

Review

**Route Approved RD**

Review

**🔒 Mailing Fees**

**🔒 Number of Mailings**

15

**Applicant Information**

Applicant Type \*

Owner

Applicant Name \*

Jerry Sinclair

Phone \*

2087552976

Email \*

sinclairhomesllc@gmail.com

Address \*

4782 Mill River Ct

City, State & Zip Code

Coeur D Alene, ID, 83814

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### **Site Information**

Proposed Project Name \*

Sinclair Addition

Description of Project \*

3 cottage homes and adding a shop with ADU

Existing Zoning

R3

Adjacent Zoning

R2

Current Land Use

residential

Adjacent Land Use

residential

Size of Site

100x120

Site Density, if applicable

5 dwelling units

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## Application Certification

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file. \*



The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing the public hearing. \*



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



Jerry Sinclair  
Jul 28, 2022

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# SPECIAL USE PERMIT REQUEST

CITY OF POST FALL

SINCLAIR HOME LLC

- **Project Summary:** This narrative shall outline our Special Use Permit (SUP) request to change the current LC zoning to R2 for future development of multiple single family homes in the City of Post Falls, Idaho. The subject property is located, North of Interstate 90, West of Spokane Street, and South of Seltice Ave, in the City of Post Falls, Kootenai County, Idaho, shown below, and further described within this submittal:



**Parcel:** P6750044011A  
**AIN:** 126822  
**Site Address:** 311 E 6<sup>th</sup> Ave, Post Falls, Idaho 83854  
**Parcel Size:** .275

**Owner/Applicant:** Jerry and Carla Sinclair  
4782 Mill River Ct,  
Coeur D Alene, ID 83814

**Existing Conditions:** Currently has one house and a small shop on the property. The house sits on the south end of lot 11 and the shop is on the north end of lot 12.

**Zoning:** The zoning for the two lots is LC – limited commercial. LC zoning currently exists for the developed single-family properties along 6<sup>th</sup> Street beginning on the west side of Post Street and runs west 150 feet past Williams Street and south of the alley. Properties to the north of the alley lying south of 7<sup>th</sup> Street are mixed use or residential and commercial, mostly single-family homes and a large parking lot owned by Les Schwab Tires. These properties are zoned Community Commercial Services (CCS).

**Utilities:** Utilities (power, sewer, water, gas, phone, cable, etc.) are located in the public rights of way adjacent to the property.

**Access:** The property is accessible via 6<sup>th</sup> Ave, which is currently developed to City standards with asphalt pavement, curb and sidewalks and Henry St which is currently asphalt pavement and not constructed to City standards.

**Comprehensive Plan:** This lot is located in the Focus Area: Seltice Central. Listed below are items from the City of Post Falls Comprehensive Plan for this neighborhood:

- *Commercial and multi-family development are compatible uses along Mullan Avenue;*
- *Encourage the retention and utilization of alleys, preserving functional qualities including service and parking access;*
- *Encourage higher-density residential uses in the area, boosting support for retail and commercial uses;*
- *Support development patterns that improve pedestrian connectivity to the commercial core of the Seltice Central context area;*
- *Seek opportunities to coordinate investment and planning energies between Seltice Central and City Center, improving access to downtown, utilization of on-street parking, and wayfinding;*

**Proposed Development:** The proposed R2 zoning change would allow for an accessory unit to be built on the north end of lot 11 and lot 12 to be divided into two or three single family lots.

The proposed plan for lot 12 would be two or three Cottage Homes that the city planners have told us they are working on implementing. Our understanding is the cottage homes would need a minimum lot of 2600 square feet. The current size of lot would allow two lots. With lot line modifications and a request for a 5-foot vacation of the west side of Henry Street and the



north side of 6<sup>th</sup> street right of way there would be room for three. The right of way on 6<sup>th</sup> street between Williams Street and Spokane street is 5 feet narrower and dedicating 5' of right away adjacent to the subject property would fall in line with the western portion of 6<sup>th</sup> street.

The proposed plan for lot 11 would have a shop to replace the shop on lot 12 with an ADU above to rent.

The residential properties would connect to power, water, sewer, phone that are currently in the public rights of way.

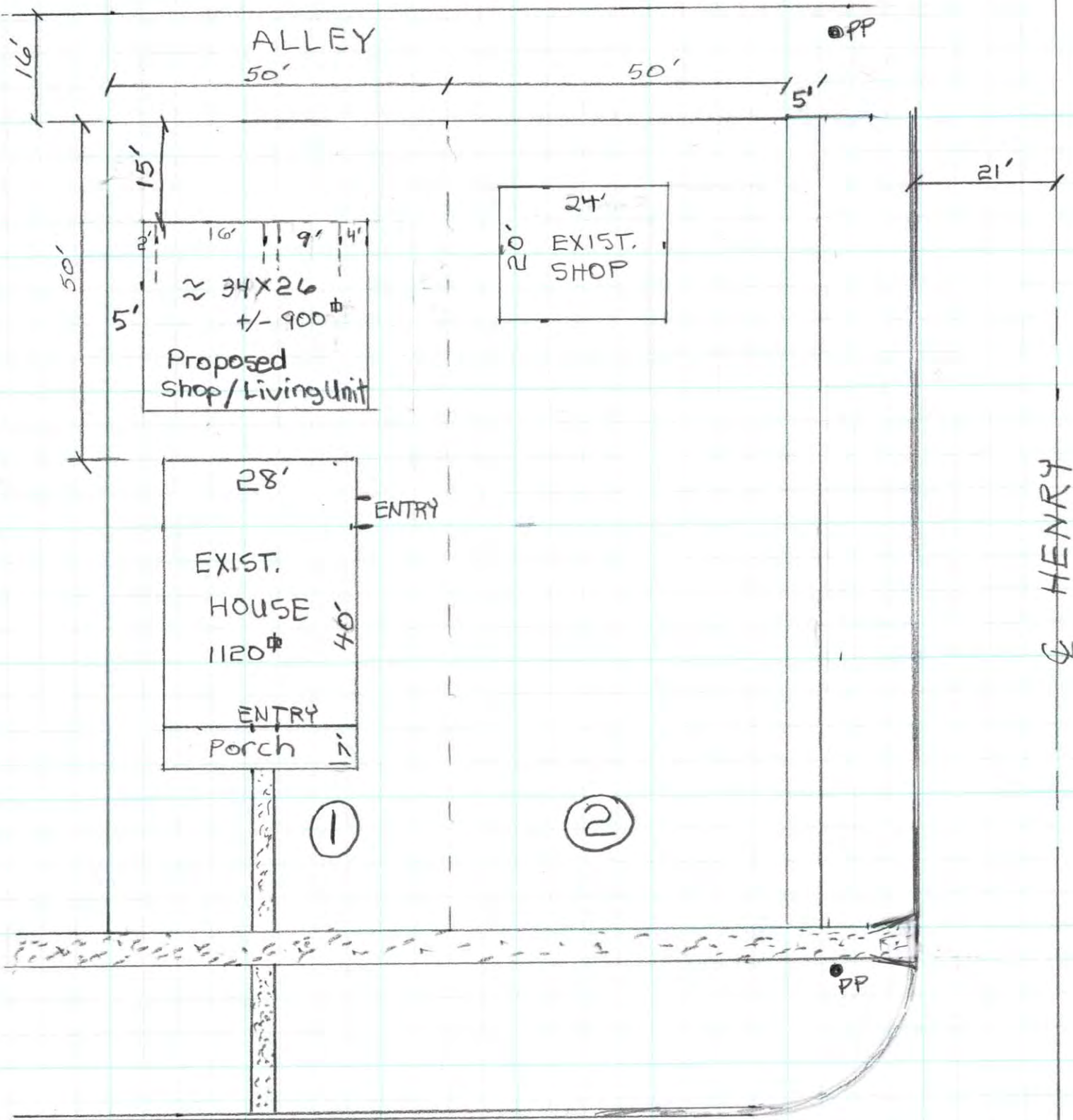
**Comprehensive Plan:** Focusing on Chapter 2- Land Use and Appendix A- Focus Area I will show the relationship between the Comprehensive Plan goals and the proposed project:

**Housing Stock:** It is our intent to utilize the new R2 zoning rules for the Cottage Homes allowing for a lower price point to serve lower income households with a more affordable option. If we are able to split Lot 12 into three single family Cottage Homes it would promote a higher density residential area to support retail and commercial use in the downtown area which affirm policies for the Seltice Central area.

**Transportation and Mobility Needs/ Existing Uses:** The Special Use Permit, in our opinion, would keep this area of Seltice Central cohesive with the surrounding homes around it and *would facilitate regional flow without dividing the neighborhood.* Bringing this section of Henry up to date with City Standards would *support development patterns that improve pedestrian connectivity to the commercial core of Seltice Central.*

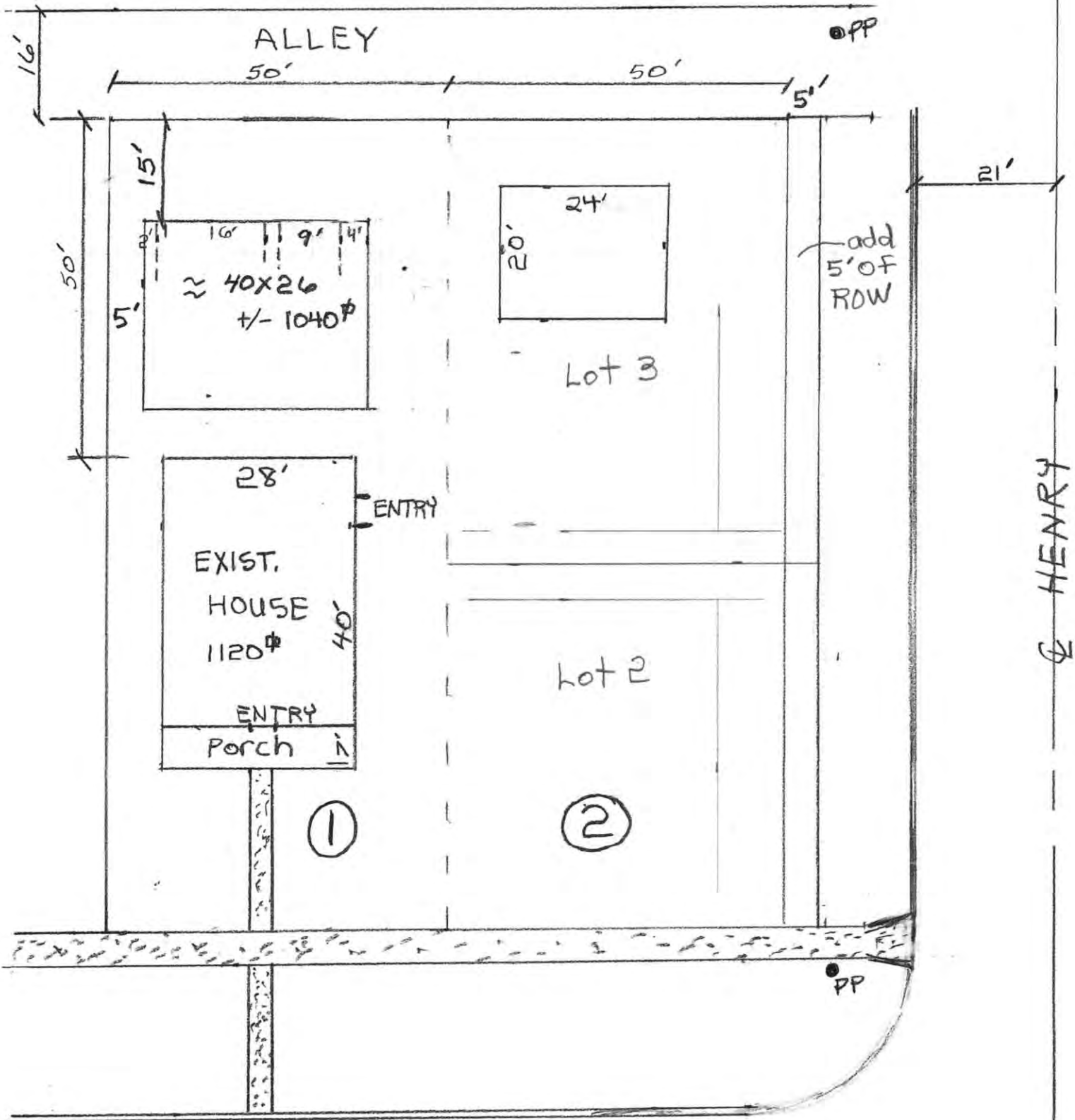
**Public Infrastructure Needs:** The Cottage Home would promote infill and would be compatible with the size of homes in that neighborhood.

**Future Land Use Map:** This area is zoned Business/Commercial on the future land use map. Its our opinion that its close proximity and walkability to the City Center zone would make single family homes compatible with this area.



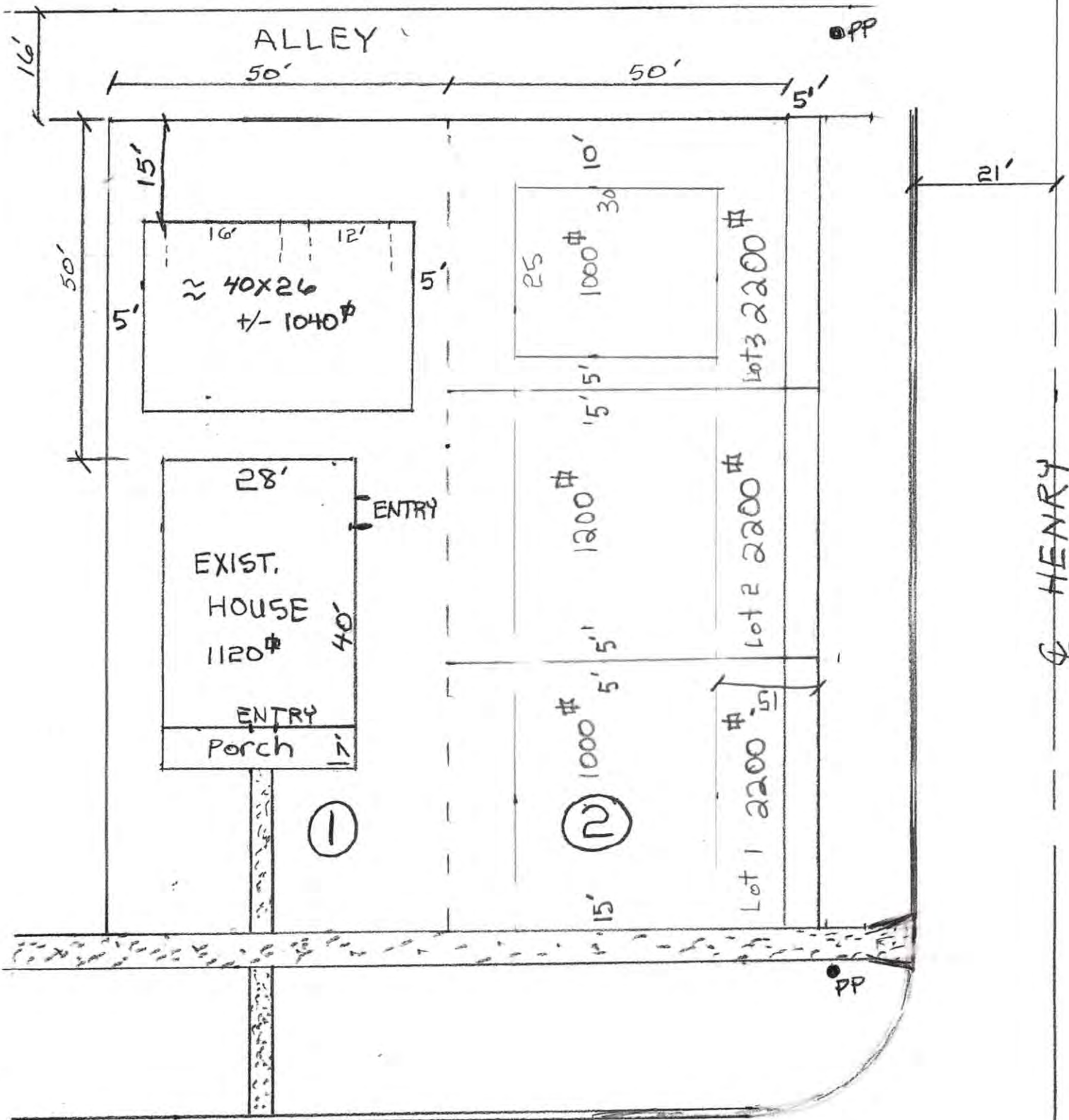
Lot 1 6000 #

Lot 2 6000 #  
add 5' on Henry + 600 #



Lot 1 6000#

Lot 2 6000#  
add 5' on Henry 600#



Lot 1 6000<sup>#</sup>

Lot 2 6000<sup>#</sup>  
add 5' on Henry 600<sup>#</sup>

HENRY

INST #1502982

0.514 Ac	10	9
0.303 Ac	8	7
0.4542 Ac	6	5
0.487 Ac	4	3
0.140	2	1

VAC ORD #257 BK 47 PG 339

#487 B143 P184

0.363 Ac	10	9
0.337 Ac	8	7
0.220 Ac	6	5
0.150 Ac	4	3
0.150 Ac	2	1

VAC ORD #257 BK 47 PG 339

ORD #885 INST #1507830

0.363 Ac	10	9
0.220 Ac	8	7
0.337 Ac	6	5
0.220 Ac	4	3
0.140	2	1

VAC ORD #257 BK 47 PG 339

012-008-A 0.110 Ac

0.220 Ac	10	9
0.220 Ac	8	7
0.256 Ac	6	5
0.220 Ac	4	3
0.110	2	1

VAC ORD #257 BK 47 PG 339

ORD #901 INST #1523521

0.257 Ac	10	9
0.220 Ac	8	7
0.441 Ac	6	5
0.2525 Ac	4	3
0.140	2	1

VAC ORD #257 BK 47 PG 339

VAC ORD #602 UNRECORDED

0.140	10	9
0.140	8	7
0.140	6	5
0.140	4	3
0.140	2	1

VAC ORD #257 BK 47 PG 339

0.287 Ac	7	6
0.430 Ac	5	4
0.143 Ac	3	2
0.287 Ac	1	0

005-007-A

0.386 Ac	7	6
0.275 Ac	5	4
0.166 Ac	3	2
0.275 Ac	1	0

044-007-A

0.275 Ac	7	6
0.276 Ac	5	4
0.138 Ac	3	2
0.138 Ac	1	0

043-007-A

0.400 Ac	6	5
0.134 Ac	4	3
0.256 Ac	2	1
0.128 Ac	1	0

000-004-A

0.203 Ac	3	2
0.237 Ac	1	0

000-003-A

#24040 #24039 #24037

0.301 Ac	7	6
0.287 Ac	5	4
0.287 Ac	3	2
0.287 Ac	1	0

003-007-A

0.802 Ac	7	6
0.372 Ac	5	4
0.117 Ac	3	2
0.117 Ac	1	0

004-007-A

0.275 Ac	7	6
0.276 Ac	5	4
0.138 Ac	3	2
0.138 Ac	1	0

043-007-A

0.189 Ac	11	10
0.153 Ac	9	8
0.149 Ac	7	6
0.138 Ac	5	4
0.134 Ac	3	2
0.499 Ac	1	0

000-011-A

0.448 Ac	8	7
0.428 Ac	6	5
0.448 Ac	4	3
0.237 Ac	2	1

000-008-A

#24040 #24039 #24037

0.1854 Ac	7	6
0.2828 Ac	5	4
0.287 Ac	3	2
0.287 Ac	1	0

002-007-A

1.860 Ac	7	6
0.875 Ac	5	4
0.875 Ac	3	2
0.875 Ac	1	0

001-000-A

0.341 Ac	7	6
0.875 Ac	5	4
0.875 Ac	3	2
0.875 Ac	1	0

#24036 #24037

0.305 Ac	6	5
0.352 Ac	4	3
0.305 Ac	2	1

002-006-A

0.548 Ac	5	4
1.089 Ac	3	2
0.277 Ac	1	0

003-004-A

0.217 Ac	6	5
0.186 Ac	4	3
0.186 Ac	2	1

001-006-A

INTERSTATE 90

Posts 1st Add

(P-6750)

6TH AVE

Heirs of Margaret P

WILLIAM ST

HENRY ST

POST ST

Galways Sub

Johnsons Sub

#24040 #24039

#24037

East Fairview Add

(P-1950)

Heirs of Margaret Post Estate (P-4200)

SELITZ WAY

(AKA OLD HIGHWAY 10)

LINCOLN AVE

Moeller Add

(P-5750)

# ***GUARANTEE***

Issued by

***First American Title Company***

***1866 North Lakewood Drive, Coeur d'Alene, ID 83814***

***Title Officer: Michelle Jirava***

***Phone: (208)667-0567***

***FAX: (208)765-2050***



**First American Title™**

Form 5010500 (7-1-14)

Guarantee Number: 501055-

**Guarantee Face Page**

*Issued By*

**FIRST AMERICAN TITLE INSURANCE COMPANY**



**First American Title™**

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**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

### 3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of



## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

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

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

### Exclusions From Coverage of This Guarantee.

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

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. LIMITATION OF LIABILITY.

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

### 9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. PAYMENT OF LOSS.

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

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. ARBITRATION.

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

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

### 14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



*First American Title*

# Guarantee

## Subdivision Guarantee

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**5010500-1064616-C**

Subdivision or Proposed Subdivision:

Order No.: 1064616-C

Reference No.:

Fee: \$

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH KOOTENAI COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

**Lots 11 and 12, Block 44, Posts First Addition to Post Falls, according to the plat recorded in Book A of Plats, Page 20, records of Kootenai County, Idaho.**

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Kootenai County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Jerry Albert Sinclair and Carla Lynn Naccarato-Sinclair, Trustees, or their successors in interest, of the Jerry and Carla Sinclair Living Trust dated April 23, 2021, and any amendments thereto

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2022 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2022 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2021	\$2,266.82	\$2,266.82	P6750044011A

Homeowners Exemption is not in effect for 2021.

Circuit breaker is not in effect for 2021.

Agricultural Exemption is not in effect for 2021.

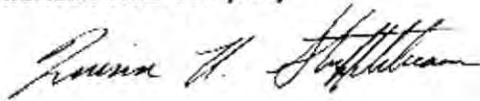
2. Deed of Trust with Fixed/Adjustable Rate Rider and 1-4 Family Rider dated March 21, 2018, to secure an original indebtedness of \$120,750.00, and any other amounts and/or obligations secured thereby  
Recorded: March 21, 2018, as Instrument No. 2636079000  
Grantor: Jerry A. Sinclair and Carla L. Sinclair, husband and wife  
Trustee: First American Title Company  
Beneficiary: Mountain West Bank, Division of Glacier Bank

(C) Easements, claims of easements and restriction agreements of record are:

3. Covenants, conditions and restrictions on the recorded plat of said subdivision but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Date of Guarantee: August 11, 2022 at 7:30 A.M.

**First American Title Company**



By:

Authorized Countersignature

THIS SKETCH IS FURNISHED WITHOUT CHARGE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES AND FIRST AMERICAN TITLE COMPANY ASSUMES NO LIABILITY FOR INACCURACIES THEREIN.



Shanks Boyd Ac

SPOKANE ST

VAC ORD #931 INSTR 1579629

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VAC ORD #931 INSTR 1579629

VAC ORD #931 INSTR 1579629

FREDERICK ST

FREDERICK ST

East Fairview Add (P-1950)

East Fairview Add (P-1950)

Posts 1st Add (P-6750)

Posts 1st Add (P-6750)

VAC ORD #931 INSTR 1579629

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VAC ORD #931 INSTR 1579629

HENRY ST

HENRY ST

WILLIAM ST

WILLIAM ST

VAC ORD #931 INSTR 1579629

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When recorded, return to:  
Mountain West Bank, Division of Glacier Bank  
Attn: Loan Servicing  
P.O. Box 1059  
Coeur D'Alene, ID 83816

Title Order No.: 668432-C

LOAN #: 3830118023945

[Space Above This Line For Recording Data]

### DEED OF TRUST

#### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **March 21, 2018**, together with all Riders to this document.

(B) "Borrower" is **JERRY A. SINCLAIR AND CARLA L. SINCLAIR, HUSBAND AND WIFE.**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Mountain West Bank, Division of Glacier Bank.**

Lender is a Corporation, organized and existing under the laws of **Montana.**  
Lender's address is **2123 N Government Way, PO Box 1059, Coeur D'Alene, ID 83814.**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **First American Title Company.**

(E) "Note" means the promissory note signed by Borrower and dated **March 21, 2018.** The Note states that Borrower owes Lender **ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED FIFTY AND NO/100\*\*\*\*\*** Dollars (U.S. **\$120,750.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2048.**



- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
  - Adjustable Rate Rider       Condominium Rider       Second Home Rider
  - Balloon Rider       Planned Unit Development Rider       1-4 Family Rider
  - Biweekly Payment Rider       V.A. Rider
  - Other(s) [specify]

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

**LOTS 11 AND 12, BLOCK 44, POSTS FIRST ADDITION TO POST FALLS, ACCORDING TO THE PLAT RECORDED IN BOOK A OF PLATS, PAGE 20, RECORDS OF KOOTENAI COUNTY, IDAHO.**  
APN #: P6750044011A

which currently has the address of **311 E 6th Ave, Post Falls,** [Street][City]  
Idaho **83854** ("Property Address"): [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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

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

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

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

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

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

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage.





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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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



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

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

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

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

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but

not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a

Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

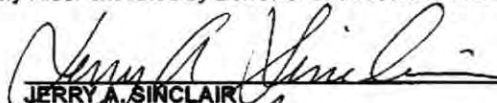
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following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


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

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

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

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

  
 \_\_\_\_\_ 3-21-18 (Seal)  
 JERRY A. SINCLAIR DATE

  
 \_\_\_\_\_ 3-21-18 (Seal)  
 CARLA L. SINCLAIR DATE

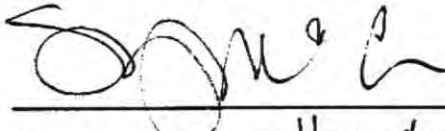
State of IDAHO

KOOTENAI County ss:

On this 21<sup>st</sup> day of March, 2018, before me, Sylvia McCormick, a Notary Public in and for said county and state, personally appeared JERRY A. SINCLAIR AND CARLA L. SINCLAIR known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
 \_\_\_\_\_  
 Notary Public residing at: Hamden, ID  
 My Commission Expires: 07-16-2021

Lender: Mountain West Bank, Division of Glacier Bank  
NMLS ID: 472212  
Loan Originator: Lisa Ellison  
NMLS ID: 498581



**FIXED/ADJUSTABLE RATE RIDER**  
(One-Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **21st** day of **March, 2018** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **Mountain West Bank, Division of Glacier Bank, a Corporation**

("Lender") of the same date and covering the property described in the Security Instrument and located at: **311 E 6th Ave, Post Falls, ID 83854.**

**THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of **5.000 %**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the **1st** day of **April, 2023**, and the adjustable interest rate I will pay may change on that day every **12th** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE** percentage point(s) (**3.000 %**) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **7.000 %** or less than **3.000 %**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000 %**) from the rate of interest I have been paying for the preceding **12** month(s). My interest rate will never be greater than **10.000 %**. **My interest rate will never be less than the margin or 3.000 %.**

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

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

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.





LOAN #: 3830118023945

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

  
\_\_\_\_\_  
JERRY A. SINCLAIR 3-21-18 (Seal)  
DATE

  
\_\_\_\_\_  
CARLA L. SINCLAIR 3-21-18 (Seal)  
DATE

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

THIS 1-4 FAMILY RIDER is made this 21st day of March, 2018 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Mountain West Bank, Division of Glacier Bank, a Corporation

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 311 E 6th Ave  
Post Falls, ID 83854

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

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

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

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

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



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

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

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

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

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

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

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

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

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

LOAN #: 3830118023945

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



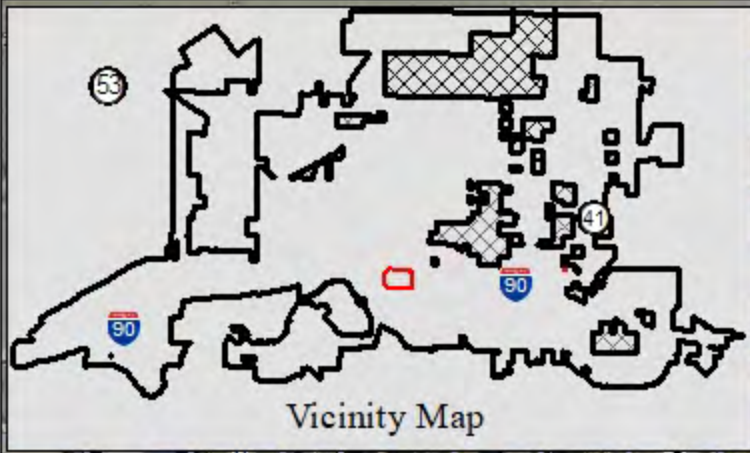
JERRY A. SINCLAIR

3-21-18 (Seal)  
DATE

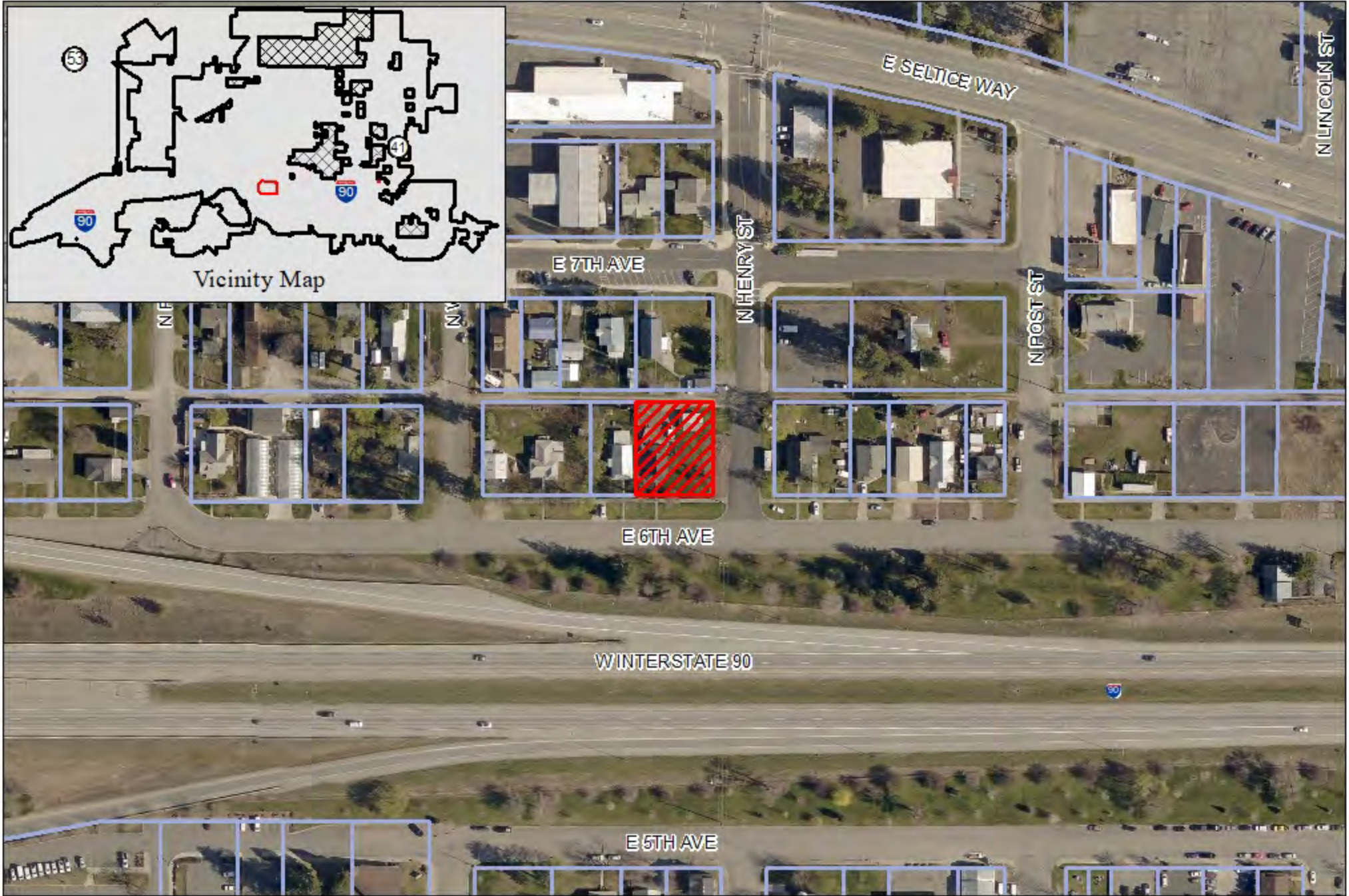


CARLA L. SINCLAIR

3-21-18 (Seal)  
DATE



Vicinity Map



Project Location  
SINCLAIR ADDITION  
File # SUP-22-4






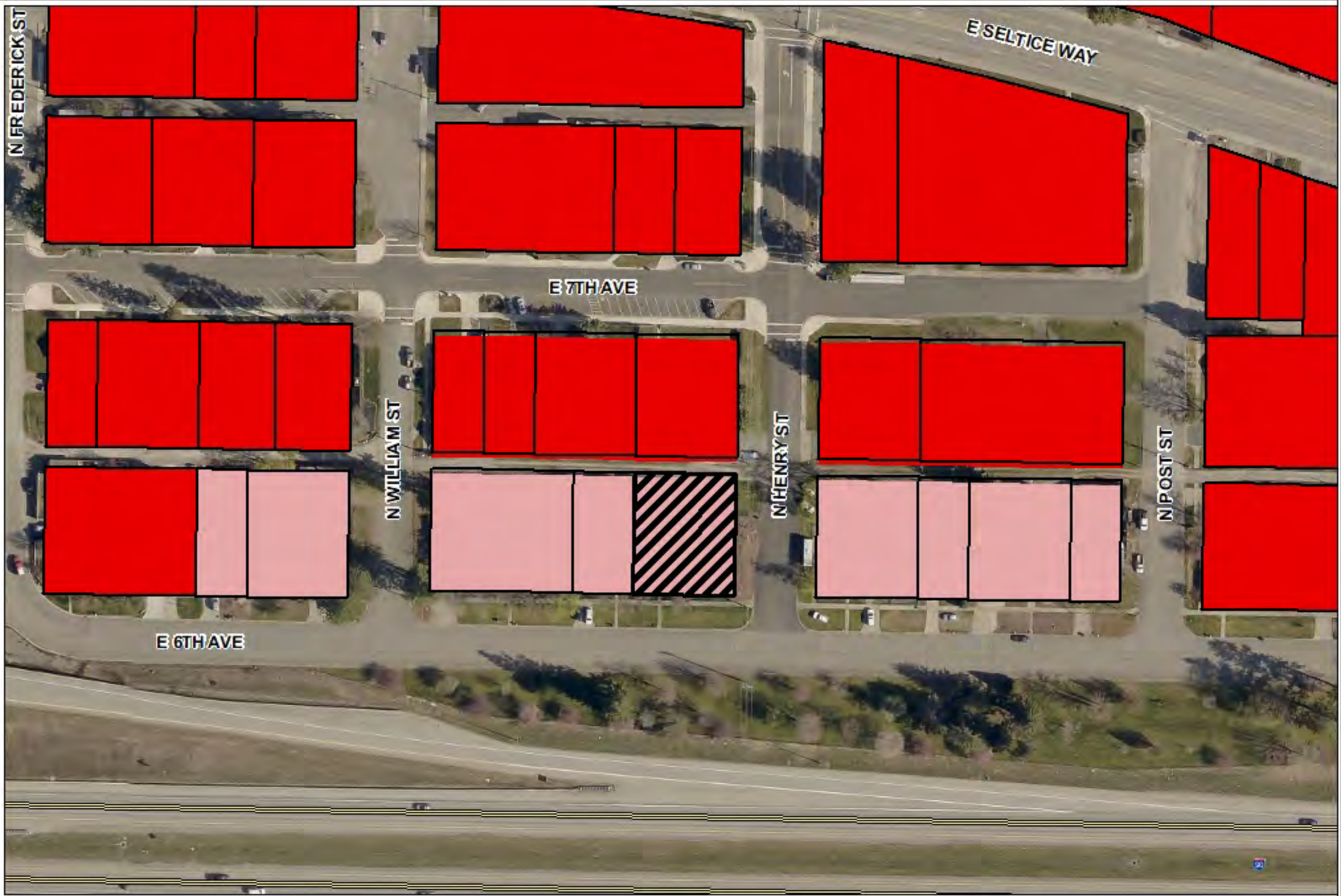
-  Subject Site
-  City Boundary
-  Tax Parcels



Exhibit S-1



Zoning Map  
 SINCLAIR ADDITION  
 File # SUP-22-4



-  City Boundary
-  Subject Site
-  CCS
-  LC

Exhibit S-2



N FREDERICK ST

E SELTICE WAY

E 7TH AVE

N WILLIAM ST

N HENRY ST




N POST ST

E 6TH AVE



Future Land Use Designation  
SINCLAIR ADDITION  
File # SUP-22-4



-  City Boundary
-  Subject Site
-  Business/Commercial



# 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

November 21, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

Amber,

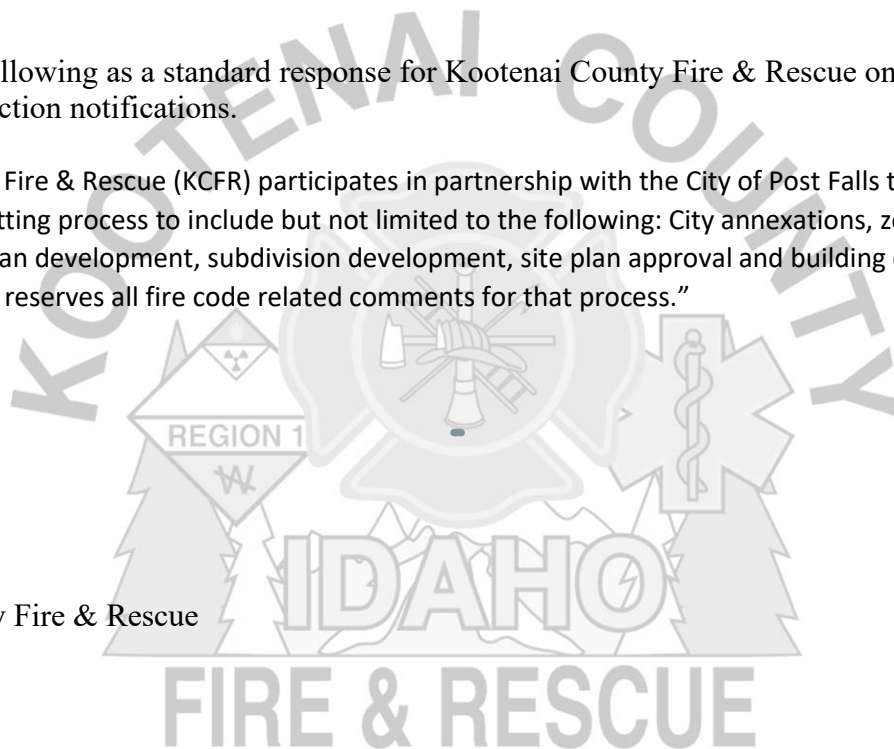
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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







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

November 21<sup>st</sup>, 2022

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

Re: Sinclair Addition Special Use Permit File No. SUP-22-4

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

Respectfully submitted,

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

Mark J. Brantl  
Lieutenant  
Post Falls Police Department

## Amber Blanchette

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Monday, November 28, 2022 8:01 AM  
**To:** Amber Blanchette  
**Subject:** FW: Sinclair Addition Special Use Permit File No. SUP-22-4  
**Attachments:** Sinclair Add NTJ PZ.pdf

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

Good Morning Amber,

After reviewing the attached project, there is no impact to the YPL pipeline and we do not have any comments.

Sincerely,

Chad M. Polak  
Agent, Real Estate Services  
O: (+1) 303.376.4363 | M: (+1) 720.245.4683  
3960 East 56<sup>th</sup> Avenue | Commerce City, CO 80022  
Phillips 66

---

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, November 18, 2022 2:15 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>;

PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; 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:** [EXTERNAL]Sinclair Addition Special Use Permit File No. SUP-22-4

**This Message Is From an External Sender**

This message came from outside your organization.

Report Suspicious

Good afternoon,

Attached is the notice to jurisdiction for the named special use permit for Planning and Zoning on December 13<sup>th</sup>. The draft staff report will be on the city’s website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

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## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Tuesday, November 29, 2022 11:02 AM  
**To:** Amber Blanchette  
**Subject:** RE: Sinclair Addition Special Use Permit File No. SUP-22-4

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

The Post Falls Highway District holds a neutral position on this special use permit.

Respectfully,

Jonie Anderson  
Administrative Assistant  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



---

**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Friday, November 18, 2022 1:15 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;

Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; 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:** Sinclair Addition Special Use Permit File No. SUP-22-4

Good afternoon,

Attached is the notice to jurisdiction for the named special use permit for Planning and Zoning on December 13<sup>th</sup>. The draft staff report will be on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

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

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**POST FALLS**  
SCHOOL DISTRICT #273

**DISTRICT OFFICE**  
**P.O. Box 40**  
**Post Falls, ID 83877**  
**PHONE 208-773-1658**  
**FAX 208-773-3218**  
**www.pfsd.com**

June 20, 2022

Robert Seale  
Community Development Director  
City of Post Falls  
408 Spokane Street  
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

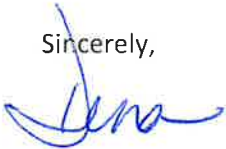
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

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

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator

**CITY OF POST FALLS  
STAFF REPORT**

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**DATE:** December 9, 2022  
**TO:** POST FALLS PLANNING & ZONING COMMISSION  
**FROM:** LAURA JONES, ASSOCIATE PLANNER, 208-457-3336, [ljones@postfalls.gov](mailto:ljones@postfalls.gov)  
**SUBJECT:** STAFF REPORT FOR THE DECEMBER 13, 2022, P&Z MEETING  
TITLE 18 ORDINANCE TEXT AMENDMENT

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**FILE NUMBER/NAME:** TA-22-7 / TITLE 18 COTTAGE HOMES ORDINANCE

**APPLICANT:** City of Post Falls Planning Division

**REQUESTED ACTION:** The Planning Division is seeking to amend Title 18 to accomplish the following:

- Establish performance standards for Cottage Home residential developments
- Update definitions
- Increase the Medium Density (R-2) single family lot size

**PROPOSED CHANGES:** Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, with the underlined text being the proposed new language and the ~~strikethrough~~ text being removed. The following is an overview of the proposed changes:

**CHANGE #1:** Adopt 18.24.032 COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS

**Purpose 1:** To provide a form of smaller single family residential units, diversifying a housing choice and provide housing that is attainable and attractive to expand opportunities for home ownership.

**Purpose 2:** To offer another option for middle missing housing communities while promoting open space, safety, and the interaction of the residence.

**Purpose 3:** Set standards for Cottage Home developments while creating a clearer path in permitting.

**CHANGE #2:** Increase the Medium Density (R-2) Single-Family minimum lot size to 4,800 square feet from the current 3,000 square foot minimum.

**Purpose 1:** Staff is proposing Single-Family Cottage Home developments on lots as small as 2,400 square feet in size. In conjunction with the proposed Cottage Home development standards staff is proposing to increase the Medium Density (R-2) Single-Family lot size to 4,800 square feet in size from the current 3,000 square foot minimum to reduce the two competing zoning districts as the Cottage Home development standards were not in place when the 3,000 square foot lot size was adopted for the Medium Density (R-2) Single-Family lots.

**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

- **YPL Comments (Exhibit PA-1) - No Comments**
- **Idaho Department of Environmental Quality (Exhibit PA-2) – No Comments**
- **Post Falls Highway District (Exhibit PA-3) – No Comments**
- **Post Falls School District (Exhibit PA-4) – Remains neutral**
- **Kootenai County Fire & Rescue (Exhibit PA-5) – Reserves comments for the permitting process**

**MOTION OPTIONS:** The Planning Commission must provide a recommendation pertaining to the requested amendment to City Council, of which at a later date, an additional Public Hearing will be heard by City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a later 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 later date certain.

**ATTACHMENTS:**

Staff Submittals:

Exhibit S-1 Draft Title 18 Cottage Homes Ordinance

Testimony:

Exhibit PA-1 YPL Comments  
Exhibit PA-2 DEQ Comments  
Exhibit PA-3 PFHD Comments  
Exhibit PA-4 PFSD Comments  
Exhibit PA-5 KCFR Comments

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.032 TITLED COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

**WHEREAS**, *after public hearing on the hereinafter provided, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Post Falls as follows:

**SECTION 1.** That Post Falls Municipal Code Section 18.12.010 is amended to add the following definitions in appropriate alphabetical order:

COTTAGE HOME: Any detached residential structure with a total living area, excluding any attached garage, of less than one thousand four hundred (1,400) square feet and at least eight hundred (800) square feet. The ground floor must be no larger than one thousand two hundred square feet (1,200) square feet.

FLOOR AREA: The area of an enclosed floor measured from the interior faces of exterior walls.

FRONT LOADED: A residence where both the front door and the garage door are accessed via the *Principal Frontage*.

GROSS FLOOR AREA: The sum of the *Floor Area* less basements, attic space providing structural headroom of less than five (5') feet, and unenclosed steps, porches, terraces and balconies.

PARKING CLUSTER: A common *Parking Area* consisting of no more than six (6) stalls meeting ADA accessibility requirements.

REAR LOADED: A residence where the garage access is located on the opposite side of the lot from the *Principal Frontage*.

SIDE LOADED: A residence where the garage door is perpendicular to the *Principal Frontage*.

URBAN FORESTER: The person employed by the city of Post Falls to manage public trees and their associated regulations or their designee.

**SECTION 2.** That a new Section 18.24.032, entitled COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS is added to the Post Falls Municipal Code as follows:

**18.24.032: COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS:**

A. Purpose: The purpose of this section is to: to provide housing types that are responsive to changing household demographics (e.g., retirees, small families, and young professionals); to expand opportunities for home ownership; to encourage creation of functional usable *Green Space* in residential communities; to promote neighborhood interaction and safety through design; to encourage opportunities for infill development; and ensure that residents of such housing enjoy a high-quality environment, with permanence, stability, and access to *Green Space*.

B. Applicability: *Cottage Home* residential development is permitted in the R-2, R-3, and RM zoning districts. *Cottage Home* residential development is also allowed in those areas in the CCM zoning district where the approved development agreement for the property authorizes multi-family residential uses. *Cottage Homes* may also be approved with a Special Use Permit in the CCS and R-1 zoning district.

C. General Development Standards:

1. Attached Garages:

- a. Garages on *Front Loaded Cottage Homes* cannot exceed three hundred and sixty (360) square feet in size.
- b. Garages on *Rear Loaded Cottage Homes* cannot exceed five hundred (500) square feet in size.

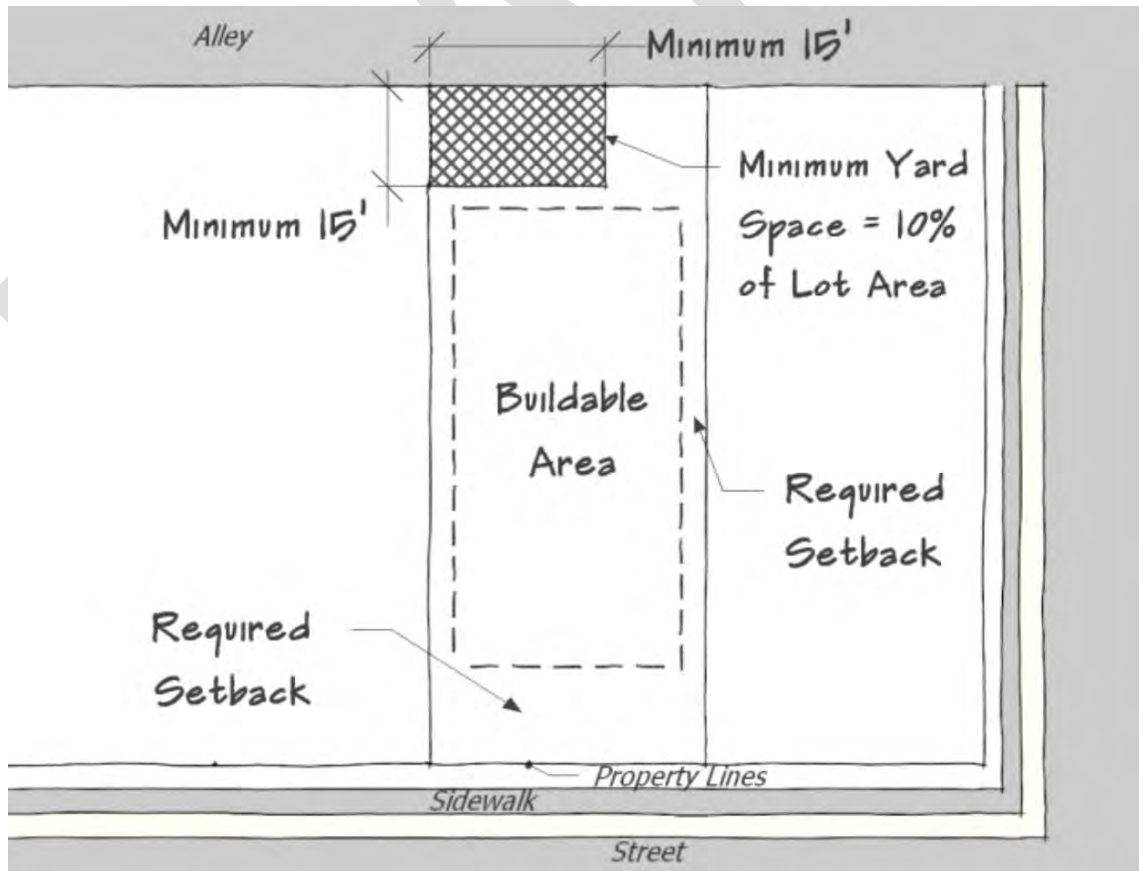
2. Architectural Design:

- a. Each *Cottage Home* must have a porch with a minimum depth of six (6) feet. The porch must also meet the following requirements:
  - i. *Front Loaded Cottage Homes* must have a porch no less than fifty square feet (50) square feet in size.
  - ii. *Side Loaded* and *Rear Loaded Cottage Homes* must have a porch no less than eighty (80) square feet in size.
- b. Attached garages for *Front Loaded Cottage Homes* cannot exceed sixty-six (66%) of the width of the structure.
- c. *Accessory Structures* must match the architectural style of the *Cottage Home* and meet separation requirements contained in the adopted building code.
- d. No two (2) abutting or directly opposing *Cottage Homes* may have the same, or a substantially similar, front façade.
- e. Each *Cottage Home* must have a minimum of four (4) of the following building elements, features, or treatments incorporated into the front façade and street facing façade.
  - i. Windows with visible trim and mullions or recessed windows;
  - ii. Dormers/false dormers;
  - iii. Bay windows;
  - iv. Gables detailing;
  - v. Architectural detailing on pillars, posts, or railings;
  - vi. Stonework or masonry;
  - vii. Minimum sixteen inch (16”) offset in building face or roof;
  - viii. Detailed door (multi-panel or glass insert) or window adjacent to front door (sidelite);
  - ix. Variation in roof or building colors and materials, on *Cottage Homes*, including but not limited to, brick, stone, or other masonry accents;

- x. Any other building elements, treatments, features approved by the *Zoning Administrator* that provide for variety and visual interest.

3. Green Space:

- a. Green Space: Except as otherwise provided, *Cottage Home* developments must provide five-hundred and fifty square feet (550) square feet of common *Green Space* for each *Cottage Home*. For *Cottage Homes* placed on individual *Lots*, the amount of common *Green Space* may be reduced to three-hundred and twenty five (325) square feet. Each common *Green Space* must provide at least one pet waste clean-up station.
- b. When *Cottage Homes* are placed on individual *Lots*, each lot must provide a contiguous and usable *Yard*. This area cannot include structures, driveways, or parking. Additionally, the *Yard* must:
  - i. Be located in the rear or side yard and not be within the required front yard setback;
  - ii. Be equal to at least 10% of the parcel area; and
  - iii. Have no dimension less than 15 feet or less than 12 feet for parcels smaller than 3,500 sq ft.



- c. Within common *Green Spaces* one (1) class II or III *Tree*, as outlined in the Post “Falls Tree Standards Manual”, for each seven thousand five hundred (7,500) square feet of *Green Space* is required. The species must be approved by the *Urban Forester*.
  4. Fences: Fences are not allowed within common *Green Space* areas, unless approved by the *Zoning Administrator* to secure or enclose an amenity within the *Green Space* that creates a safety, security, or usability concern. Examples of where exemptions may be considered include; dog parks, tennis/pickleball courts, community gardens, *Swimming Pools*, etc.
  5. Parking:
    - a. Each *Cottage Home Dwelling Unit* must provide at least two (2) off-street parking spaces for each *Cottage Home Unit* that meets the requirements of Section 18.24.020.
    - b. An additional .25 parking spaces must be provided in a *Parking Cluster* for each *Cottage Home* within a development of eight (8) or more units that fronts on a *Green Space* or on a street where parking is not allowed.
- D. Cottage Home Single-Family Performance Standards: Single-Family *Cottage Home* development must also meet the following standards:
  1. Minimum *Lot* area: two thousand four hundred (2,400) square feet.
  2. Site Design and Orientation:
    - a. Vehicular access to *Cottage Homes* must be from the rear or side. Where site constraints make this requirement impractical or where an alternative creates a better design, the *Zoning Administrator* may grant a deviation allowing up to 50% to be *Front Loaded*.
    - b. *Cottage homes* are encouraged to front *Green Space*.
    - c. Each *Cottage Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present then a connection must be made to the edge of private street or public right-of-way.

- d. *Cottage Home* developments with eight (8) or more *Cottage Homes* must have fifty percent (50%) of the common *Green Space* centrally located. Common *Green Space* must front a public or private street and have twenty percent (20%) of the perimeter of the *Green Space* fronting the public or private street.
    - i. Common *Green Space* must be in a separate tract or tracts and be owned and maintained by a homeowner's association (HOA). The homeowner's association's covenants must include the perpetual maintenance of all common areas, including common *Green Space* and preclude the conversion of such common areas to any other *Use*.
  - e. *Cottage Home* developments with less than eight (8) *Cottage Homes* must consolidate the common *Green Space* into one location and the *Green Space* cannot have any dimension less than twenty feet (20') per side. Pet waste clean-up stations are not required.
3. Setbacks and Height Limitations:
- a. Front: Sixteen feet (16') to the *Principal Plane*.
    - i. If no easement exists along the front property line, then the front setback may be reduced up to five feet (5').
    - ii. For *Front Loaded Cottage Homes*, garages must not project beyond the front porch. Additionally, the front entryway must be visible and generally parallel to the public or private street.
  - b. Side: Each side yard must have a setback of at least three (3) feet and both side yards must total at least twelve (12) feet.
  - c. Rear:
    - i. *Front Loaded Cottage Homes*: Twelve (12) feet.
    - ii. *Rear Loaded Cottage Homes*: Twenty (20) feet.
  - d. Flanking Street: Ten (10) feet; and
  - e. Height: Thirty (30) feet.
4. Accessory Structures: *Accessory Structures* cannot exceed the height of the primary structure. Additionally, *Accessory Structures* cannot exceed the square footage of the primary structure or seven hundred twenty (720) square feet, whichever is less.

5. Green Infrastructure Design Standards: Where a minimum of twenty-five percent (25% of the *Lots* contain green infrastructure amenities contained in this section, common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.
    - a. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
    - b. Rain gardens located in community or *Green Space* areas.
    - c. Water harvesting barrels or downspouts.
    - d. Green roofs.
    - e. EV Charging Stations.
  6. Fences: Fences on individual *Lots* cannot exceed thirty-six inches (36”) within the front yard setback and forty-eight inches (48”) in side and rear yard setbacks unless an administrative exception, as allowed by Section 18.20.150, is approved.
- E. Cottage Home Multi-Family Performance Standards: Multi-family development of three (3) or more *Cottage Homes* on a single *Lot* must utilize the site plan review process in Section 18.20.130 of this Title, and must also conform to the following standards:
1. Separation: All *Cottage Homes* must meet the separation requirements in the adopted building code without the use of additional fire rated materials.
  2. Site Design and Orientation:
    - a. Vehicular access to the *Cottage Home* must be from the rear or side, unless approved through a Special Use Permit.
    - b. *Cottage homes* are encouraged to front *Green Space*.
    - c. Each *Cottage Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present then a connection must be made to the edge of private street or public right-of-way.



3. Setbacks and Height Limitations: The following setbacks from exterior property lines of the multi-family development are as follows:
  - a. Front: Twenty feet (20');
  - b. Side: Ten feet (10');
  - c. Rear: Ten feet (10');
  - d. Flanking Street: Twenty feet (20'); and
  - e. Height: Thirty feet (30').
4. Green Space: The required *Green Space* must comply with the requirements of Section 18.24.030 D.7. of this Title but do not qualify for density bonuses.
5. Green Infrastructure Design Standards: Where green infrastructure amenities are provided and selected from the following list, common *Green Space* requirements may be reduced by fifty (50) square feet per *Cottage Homes*.
  - a. Electrical vehicle (EV) charging stations at a minimum of one (1) station per twenty-five (25) *Cottage Homes*.
  - b. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
6. Access, Driveways, Parking, and Garages: The *Zoning Administrator* may consider consolidated parking structures under the site plan review process.
7. Refuse: All outside storage areas and solid waste storage areas must meet the requirements of Post Falls Municipal Code Section 18.24.040(C). Adequate access must be provided for collection of solid waste. The *Zoning Administrator* may approve alternative methods of screening if the proposed screening is at least as effective at screening the storage areas from view as the requirements of this section.

**SECTION 3.** All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 4.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on November \_\_\_\_ 2022.*

APPROVED, ADOPTED and SIGNED this                      day of November, 2022.

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

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.032 TITLED COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which [DESCRIPTION]; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this \_\_\_\_ day of November, 2022.

/s/

Shannon Howard, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which [DESCRIPTION], and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of November, 2022.

---

Warren J. Wilson, City Attorney

DRAFT

## Amber Blanchette

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**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Monday, November 28, 2022 8:15 AM  
**To:** Amber Blanchette  
**Subject:** FW: Title 18 Cottage Homes Ordinance File No. TA-22-7  
**Attachments:** Title 18 Cottage Homes Ordinance PZ NTJ.pdf

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

Good Morning Amber,

We do not have any comments on the attached Ordinance change.

Sincerely,

Chad M. Polak  
Agent, Real Estate Services  
O: (+1) 303.376.4363 | M: (+1) 720.245.4683  
3960 East 56<sup>th</sup> Avenue | Commerce City, CO 80022  
Phillips 66

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**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Tuesday, November 22, 2022 12:31 PM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>;

PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; 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:** [EXTERNAL]Title 18 Cottage Homes Ordinance File No. TA-22-7

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**This Message Is From an External Sender**

This message came from outside your organization.

Report Suspicious

Good morning,

Attached is the notice to jurisdiction for the named Ordinance Update for Planning & Zoning on December 13<sup>th</sup>. The draft staff report will be posted on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

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

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## Amber Blanchette

---

**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Tuesday, November 29, 2022 7:40 AM  
**To:** Amber Blanchette  
**Subject:** RE: Title 18 Cottage Homes Ordinance File No. TA-22-7

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

Good Morning,

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

Thank you,  
Kristie

### Kristie May | Admin Assistant II

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

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

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**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Tuesday, November 22, 2022 11:31 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson

<kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallopp@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; 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:** Title 18 Cottage Homes Ordinance File No. TA-22-7

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

Good morning,

Attached is the notice to jurisdiction for the named Ordinance Update for Planning & Zoning on December 13<sup>th</sup>. The draft staff report will be posted on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



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## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Monday, December 5, 2022 11:55 AM  
**To:** Amber Blanchette  
**Subject:** RE: Title 18 Cottage Homes Ordinance File No. TA-22-7

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

PFHD has no comment.

Jonie Anderson  
Administrative Assistant  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Tuesday, November 22, 2022 11:31 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,

AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; 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:** Title 18 Cottage Homes Ordinance File No. TA-22-7

Good morning,

Attached is the notice to jurisdiction for the named Ordinance Update for Planning & Zoning on December 13<sup>th</sup>. The draft staff report will be posted on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



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# POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE  
P.O. Box 40  
Post Falls, ID 83877  
PHONE 208-773-1658  
FAX 208-773-3218  
[www.pfsd.com](http://www.pfsd.com)

June 20, 2022

Robert Seale  
Community Development Director  
City of Post Falls  
408 Spokane Street  
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

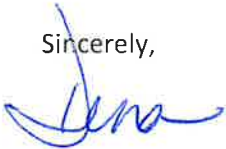
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

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

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato  
Superintendent

Cc: Post Falls School District Board of Trustees  
Shelly Enderud, City Administrator

# Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way  
Post Falls, ID 83854  
Tel: 208-777-8500  
Fax: 208-777-1569  
www.kootenaifire.com

December 6, 2022

Amber Blanchette  
Planning Administrative Specialist  
amberb@postfallsidaho.org

## RE: Notice to Jurisdiction Response

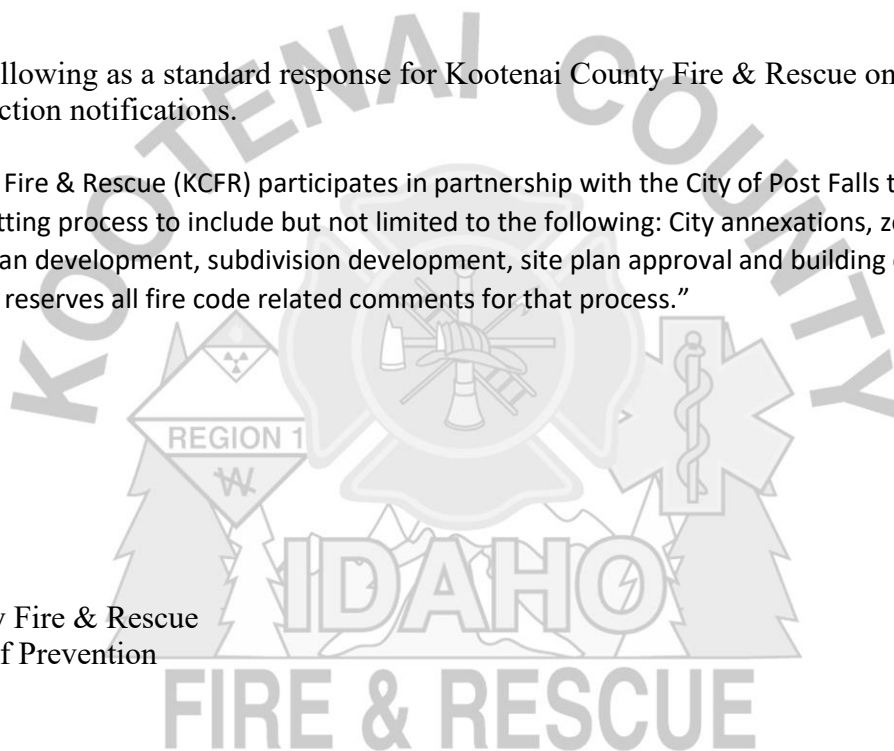
Amber,

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

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

Respectfully,

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



**CITY OF POST FALLS  
AGENDA REPORT**

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**DATE:** December 9, 2022

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

**FROM:** COMMUNITY DEVELOPMENT, ENGINEERING DIVISION  
JON MANLEY, PLANNING, (208) 457-3344, jmanley@postfalls.gov

**SUBJECT:** STAFF MEMO FOR THE DECEMBER 13, 2022 P&Z MEETING  
DEVELOPMENT IMPACT FEE UPDATE

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Title 19 of Post Falls Municipal Code addresses Development Impact Fees, which are collected from developers with the purpose of providing public facilities and system improvements. Impact fees allows for the opportunity for growth to pay its associated impact on public safety, streets, multi modal systems and parks. The ordinance allows for the review and modification of capital improvement plans, and the associated fees to support those improvements, as the City deems necessary. It is the responsibility of the Planning and Zoning Commission, acting as the Development Impact Fee Advisory Committee (DIFAC), to review any changes to the ordinance, capital improvement plans and fees and recommend action by City Council.

This memo is being provided to the DIFAC to present the proposed update to the Post Falls Impact Fees. The following highlights the proposed changes:

- Adjust impact fees based upon inflationary cost escalations (**Note: Capital Improvement Plans were not adjusted**)
  - o Typically, the City utilizes the ENR index (Engineering News-Record) for these types of updates. Due to the degree of cost escalations, staff desired to complete a more comprehensive approach in this update
- Basis is on a ten (10) to twenty (20) year growth cost depending on the Impact Fee category

The City's Consultant utilized Tischler-Bise as the consultant for this inflationary cost update.

**Attachment:**

Exhibit S-1 Development Impact Fee Advisory Committee Resolution Approving  
Exhibit S-2 2022 Impact Fee Update Developer Impact Fee Forum PowerPoint  
link: <https://www.postfalls.gov/development-impact-fees/>

**Exhibits:**

Exhibit PA-1 PFHD Comments

RESOLUTION NO. P&Z 22-\_\_\_\_\_

**RESOLUTION OF THE POST FALLS PLANNING AND ZONING COMMISSION  
ACTING AS THE POST FALLS IMPACT FEE ADVISORY COMMITTEE  
RECOMMENDING ADOPTION OF THE NOVEMBER 11, 2022 TISCHLER BIASE  
TECHNICAL MEMORANDUM AND RECOMMENDING THAT THE CITY'S  
IMPACT FEES BE ADJUSTED BASED ON THE MEMORANDUM**

WHEREAS, the Post Falls Planning and Zoning Commission acts as the Impact Fee Advisory Committee for the City of Post Falls as authorized by I.C. 67-8205; and

WHEREAS, the Post Falls Planning Commission, acting as the Impact Fee Advisory Committee, held a properly noticed public hearing on December 13, 2022 to consider changes to the City of Post Falls Capital Improvement Plan and Impact Fees recommended in a November 11, 2022 Technical Memorandum from Tischler Bise, which is attached as Exhibit "A"; and

WHEREAS, the Post Falls Planning and Zoning Commission has evaluated the recommendations contained in the Technical Memorandum and all evidence received at the public hearing and has determined that the recommendations of the Technical Memorandum should be adopted.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS PLANNING AND ZONING COMMISSION:

Section 1. That the Planning and Zoning Commission, acting as the Post Falls Impact Fee Advisory Committee has evaluated the recommendations contained in the Technical Memorandum and recommends that the Post Falls City Council adopt the changes to the Capital Improvement Plan and the City of Post Falls Impact Fees recommended by the Technical Memorandum.

Section 2. That the clerk of the Planning and Zoning Commission is directed to provide this signed Resolution of the Planning and Zoning Commission to the Post Falls City Council evidencing this Commission's determination that the recommendations of the Technical Memorandum should be adopted.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

APPROVED by the Post Falls Planning and Zoning Commission on this 13<sup>th</sup> day of December 2022.

---

Chairperson

ATTEST:

---

Amber Blanchette, Planning and Zoning Commission Clerk



## TECHNICAL MEMORANDUM

TO: Shelly Enderud, City Manager  
*City of Post Falls, Idaho*

FROM: Julie Herlands, AICP  
*Vice President, TischlerBise*

DATE: November 11, 2022

SUBJECT: **City of Post Falls Development Impact Fee Interim Update**

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TischlerBise has been retained by the City of Post Falls to do an interim update of the City's Impact Fees to reflect cost changes in all infrastructure categories.

TischlerBise prepared the City's current impact fee study over the period late 2018 through early 2021, with the COVID-19 pandemic occurring during the study. Impact fees documented in the TischlerBise report, *City of Post Falls Capital Improvement Plan and Development Impact Fee Report*, March 19, 2021 (herein referred to as *2021 Impact Fee Report*), were adopted in 2021. The City has updated the Impact Fee schedule on an annual basis using a construction cost index.<sup>1</sup>

For the interim update, updated cost estimates have been provided by City staff and/or City consultants for Police Station, Police Support Facilities, Park Improvements, Park Land, Streets Capital Projects, and Multimodal Capital Projects. For minor infrastructure components without new engineering cost estimates, TischlerBise used the inflation factor/index used by the City to update the impact fee schedule in 2022 and 2023.

This memo provides documentation on cost changes and the resulting updated impact fees as an addendum to the *2021 Impact Fee Report*. The *2021 Impact Fee Report* is incorporated by reference.

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<sup>1</sup> See resolutions adopting updated Community Development Fees, FY 2022 and FY 2023.

## PROPOSED MEANS TO MEET THE DEMAND FOR PUBLIC FACILITIES

The State of Idaho requires development impact fees to be calculated using levels of service “applicable to existing development as well as new growth and development.” Figure 1 provides updated detail on levels of service (or level of usage) and cost factors for each impact fee infrastructure category.

**Figure 1. Summary of Infrastructure Standards (Report Figure 12 [updated])**

Type of Public Facility	Amount	Infrastructure Unit	Per Service Unit	Cost Factor
<b>PARKS and RECREATION</b>				
Parks: Level One Land	6.0	Acres of Parks	1,000 persons	\$147,000 per acre
Parks: Level Two Land	10.0	Acres of Parks	1,000 persons	\$87,000 per acre
Parks: Level One Improvements	6.0	Acres of Parks	1,000 persons	\$124,605 per acre
Parks: Level Two Improvements	10.0	Acres of Parks	1,000 persons	\$10,834 per acre
Indoor Recreation Facilities	0.30	Sq. Ft. of Indoor Rec Fac.	person	\$165 per sq. ft.
<b>POLICE</b>				
Police Station	0.49	sq. ft. of Police Station space	person	\$835 per sq. ft.
	0.10	sq. ft. of Police Station space	nonres. vehicle trip	
Support Facility	0.14	sq. ft. of Support Facility space	person	\$203 per sq. ft.
	0.03	sq. ft. of Support Facility space	nonres. vehicle trip	
Wireless Commun. Sites	1.02	Wireless sites	1,000 persons	\$15,373 per site
	0.21	Wireless sites	1,000 nonres. vehicle trip	
Other Comm. Facilities	\$13.96	System improvements	person	\$1,027,480 total cost
	\$3.62	System improvements	nonres vehicle trip	
<b>TRANSPORTATION</b>				
Streets	\$241.45	System improvements	Daily Vehicle Trips	\$82,238,325 growth-related costs
Multimodal Paths	3.89	Linear Feet of Paths	person	\$115 per linear foot
	0.80	Linear Feet of Paths	nonres. vehicle trip	

## PARKS AND RECREATION DEVELOPMENT IMPACT FEES INTERIM UPDATE

### Parks and Recreation Infrastructure Standards and Cost Factors

Updates to Parks and Recreation cost factors are provided in this section.

#### Parks Land and Improvements

Park land acquisition and improvement costs have been updated from the *2021 Impact Fee Report*. Land acquisition costs have increased from 2021 for both Level I and II parks. Updated land values are provided below in Figure 2.

**Figure 2. Level I and II Park Land Acquisition Cost Estimates**

<b>Level I</b>		<b>Acres</b>	<b>Value</b>	<b>\$/Ac</b>
Level I	2473 N Bradley Dr	1.00	\$185,000	\$185,000
Level I	S Shilling loop	1.76	\$250,000	\$142,045
Level I	Post falls Landing	1.02	\$272,000	\$266,667
Level I	Post falls Landing	1.22	\$325,000	\$266,393
Level I	Post falls Landing	1.02	\$272,000	\$266,667
Level I	Post falls Landing	1.02	\$272,000	\$266,667
Level I	Hargrave Ave	14.54	\$990,000	\$68,088
Level I	Montrose Property	6.60	\$1,581,228	\$239,580
<b>Total/Weighted Average</b>		<b>28.18</b>	<b>\$4,147,228</b>	<b>\$147,169</b>

<b>Level II</b>		<b>Acres</b>	<b>Value</b>	<b>\$/Ac</b>
Level II	S Carpenter Loop	7.00	\$299,999	\$42,857
Level II	Cable Creek Rd	5.00	\$349,900	\$69,980
Level II	Mellick Rd	8.73	\$350,000	\$40,092
Level II	Regent	6.54	\$399,500	\$61,086
Level II	W Deer Ridge Rd	12.89	\$482,750	\$37,452
Level II	Rambling Rose	4.52	\$449,500	\$99,447
Level II	2019 Veterans	10.00	\$450,000	\$45,000
Level II	Mellick Rd	20.00	\$599,000	\$29,950
Level II	Palomino Dr	11.00	\$750,000	\$68,182
Level II	N Pleasant View Rd	45.00	\$5,499,000	\$122,200
Level II	Pleasant View / Poleline	95.00	\$9,999,000	\$105,253
<b>Total/Weighted Average</b>		<b>225.68</b>	<b>\$19,628,649</b>	<b>\$86,976</b>

	<b>Total Value</b>	<b>Acres</b>	<b>\$/Ac</b>	<b>Rounded \$/Ac</b>
Level I Parks	\$4,147,228	28.18	\$147,169	\$147,000
Level II Parks	\$19,628,649	225.68	\$86,976	\$87,000

The full cost for improvements to Level I and Level II parks is included in the fee.<sup>2</sup> To derive the cost per demand unit, levels of service are multiplied by the cost per acre. For example, the cost per person of \$747.63 is derived by multiplying the Level I level of service of 6 acres per 1,000 persons by the improvement cost per acre (\$124,605). Further detail on costs per person is provided in Figure 4.

<sup>2</sup> Per the *2021 Report* and impact fee ordinance, if Level I or Level II land is dedicated and/or acceptable park improvements are provided, a credit or reimbursement should be provided.

Figure 3. Parks Level of Service Standards and Cost Factors (Report Figure 24[updated])

Park	Level One Acreage	Level Two Acreage	TOTAL Acreage	Sports Fields	Sports Courts	Boating/Fishing	Buildings/Shelters	Restrooms	Miscellaneous & Infrastructure*	Parking & Roads	Playground Equipment	Maintenance Buildings	Trails	TOTAL
1 Arboretum		6.38	6.38	\$0	\$0	\$0	\$0	\$0	\$470,448	\$0	\$0	\$0	\$0	\$470,448
2 Beck Park	8.76		8.76	\$289,050	\$64,500	\$0	\$72,000	\$95,000	\$580,768	\$119,680	\$126,500	\$0	\$126,000	\$1,473,498
3 Black Bay Depot	0.92		0.92	\$71,500	\$0	\$0	\$3,500	\$0	\$248,384	\$104,100	\$0	\$0	\$0	\$427,484
4 Black Bay Park: Level 1	23.00		23.00	\$0	\$276,200	\$0	\$72,381	\$0	\$397,457	\$536,000	\$0	\$870,933	\$139,680	\$2,292,651
5 Black Bay Park: Level 2		43.37	43.37	\$0	\$0	\$0	\$0	\$0	\$4,350	\$0	\$0	\$0	\$25,920	\$30,270
6 Centennial Trail		26.82	26.82	\$0	\$0	\$0	\$0	\$0	\$218,701	\$0	\$0	\$0	\$1,781,568	\$2,000,269
7 Centennial Trail: Fourth St. Trailhead	0.90		0.90	\$0	\$0	\$0	\$0	\$0	\$131,579	\$134,400	\$0	\$0	\$0	\$265,979
8 Cecil & Horsehaven	3.23		3.23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9 Chase Fields	9.00		9.00	\$818,895	\$0	\$0	\$0	\$187,000	\$309,518	\$352,400	\$69,690	\$0	\$40,500	\$1,778,003
10 Community Forest: Kroetch		75.63	75.63	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$109,000	\$109,000
11 Community Forest: Lower Q'emiln		37.50	37.50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
12 Community Forest: May		62.30	62.30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,000	\$53,000
13 Community Forest: Lost Mines			0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14 Community Garden	2.06		2.06	\$0	\$0	\$0	\$78,256	\$0	\$60,380	\$5,100	\$0	\$0	\$0	\$143,736
15 Corbin Park: Level 1	26.01		26.01	\$250,000	\$8,000	\$30,000	\$53,000	\$95,000	\$148,100	\$291,795	\$0	\$0	\$0	\$875,895
16 Corbin: Hastings/Anselmo Level 1	5.55		5.55	\$179,141	\$0	\$0	\$259,000	\$0	\$0	\$0	\$0	\$0	\$0	\$438,141
17 Corbin Ditch: Level 2		14.97	14.97	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18 Crown Pointe	4.20		4.20	\$0	\$86,500	\$0	\$65,000	\$95,000	\$255,878	\$33,600	\$86,250	\$0	\$65,628	\$687,856
19 Falls Park: Level 1	7.00		7.00	\$0	\$0	\$385,000	\$75,000	\$95,000	\$1,056,568	\$221,720	\$35,000	\$0	\$68,400	\$1,936,688
20 Falls Park: Level 2		15.00	15.00	\$0	\$0	\$0	\$0	\$0	\$1,650	\$0	\$0	\$0	\$0	\$1,650
21 Hilde Kellogg	5.00		5.00	\$125,960	\$0	\$0	\$19,958	\$0	\$184,034	\$101,600	\$43,700	\$0	\$0	\$475,252
22 Karen Streeter Greenway	3.90		3.90	\$0	\$0	\$0	\$0	\$0	\$242,768	\$12,600	\$0	\$0	\$95,100	\$350,468
23 Karen Streeter Trail		15.40	15.40	\$0	\$0	\$0	\$0	\$0	\$9,468	\$0	\$0	\$0	\$459,000	\$468,468
24 Kiwanis Park: Level 1	12.26		12.26	\$0	\$0	\$18,500	\$393,240	\$95,000	\$185,751	\$432,000	\$58,650	\$0	\$30,240	\$1,213,381
25 Kiwanis Park: Level 2		24.60	24.60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89,400	\$89,400
26 Park in the Meadows	5.37		5.37	\$0	\$86,500	\$0	\$0	\$95,000	\$328,668	\$124,000	\$98,900	\$0	\$78,750	\$811,818
27 Polites Park		1.79	1.79	\$0	\$0	\$0	\$0	\$0	\$62,934	\$0	\$0	\$0	\$0	\$62,934
28 Post Falls Landings	1.97		1.97	\$0	\$0	\$0	\$0	\$0	\$1,460,134	\$0	\$0	\$0	\$120,000	\$1,580,134
29 Ross Point Pumphouse	2.70		2.70	\$0	\$0	\$0	\$0	\$30,000	\$2,000	\$10,200	\$0	\$0	\$0	\$42,200
30 Q'emiln Park: Level 1	19.60		19.60	\$0	\$8,000	\$100,000	\$362,100	\$291,500	\$626,030	\$1,781,400	\$5,175	\$42,000	\$0	\$3,216,205
31 Q'emiln Park: Level 2		20.09	20.09	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,000	\$64,000
32 Singing Hills	7.57		7.57	\$147,580	\$0	\$0	\$4,000	\$0	\$557,393	\$84,800	\$13,225	\$0	\$157,500	\$964,498
33 Skate Park	1.15		1.15	\$0	\$0	\$0	\$0	\$0	\$510,634	\$77,600	\$0	\$0	\$0	\$588,234
34 Sports Complex	25.93		25.93	\$0	\$0	\$0	\$0	\$0	\$44,185	\$0	\$0	\$0	\$85,500	\$129,685
35 Sportsmans Park	6.29		6.29	\$726,000	\$43,000	\$0	\$40,900	\$95,000	\$386,451	\$111,200	\$0	\$15,000	\$0	\$1,417,551
36 Syringa Park	7.44		7.44	\$0	\$138,000	\$0	\$27,000	\$95,000	\$811,007	\$82,400	\$40,250	\$0	\$146,250	\$1,339,907
37 Trailer Park Wave		1.77	1.77	\$0	\$0	\$0	\$0	\$30,000	\$46,289	\$11,100	\$0	\$0	\$4,440	\$91,829
38 Treaty Rock		3.91	3.91	\$0	\$0	\$0	\$0	\$0	\$69,500	\$48,000	\$0	\$0	\$58,100	\$175,600
39 Tullamore Park	8.63		8.63	\$0	\$129,500	\$0	\$195,000	\$95,000	\$992,385	\$112,000	\$143,750	\$0	\$126,000	\$1,793,635
40 Warren Playfield	2.34		2.34	\$199,750	\$32,500	\$0	\$9,979	\$0	\$176,184	\$0	\$34,500	\$0	\$0	\$452,913
41 West Ridge	2.98		2.98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42 White Pine: Park	4.06		4.06	\$0	\$130,000	\$0	\$61,000	\$95,000	\$332,068	\$94,800	\$136,850	\$0	\$0	\$849,718
43 White Pine: Tennis Courts	1.15		1.15	\$0	\$240,000	\$0	\$0	\$0	\$4,725	\$48,000	\$0	\$0	\$0	\$292,725
44 Woodbridge	5.36		5.36	\$235,000	\$0	\$0	\$8,000	\$95,000	\$185,518	\$132,000	\$40,250	\$0	\$75,600	\$771,368
45 Woodbridge II: Level 1	0.82		0.82	\$0	\$0	\$0	\$0	\$0	\$1,350	\$0	\$5,750	\$0	\$38,952	\$46,052
46 Woodbridge II: Level 2		2.09	2.09	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,600	\$75,600
Master Planning/CIP Costs			0.00	\$0	\$0	\$0	\$0	\$0	\$179,995	\$0	\$0	\$0	\$0	\$179,995
Total Units	215.15	351.62	566.77											
\$ per Acre	\$147,000	\$87,000												
Current Value	\$31,627,050	\$30,590,940		\$3,042,876	\$1,242,700	\$533,500	\$1,799,314	\$1,583,500	\$11,283,249	\$5,062,495	\$938,440	\$927,933	\$4,204,128	\$30,618,134
TOTAL VALUES			Land	\$62,217,990									Improvements Total	\$30,618,134
													Level 1 Improvements	\$26,808,668
													Level 2 Improvements	\$3,809,466

Figure 4. Parks Level of Service Standards and Cost Factors (Report Figure 25 [updated])

Level of Service Standards					
	Population in 2018	35,007			
			Current	Adopted	
	Acres of Level One Park Land Per 1,000 Residents	6.15	6.00		
	Acres of Level Two Park Land Per 1,000 Residents	10.04	10.00		
<b>LAND COSTS</b>					
	Level One Land Cost per Acre	\$147,000			
	Level Two Land Cost Per Acre	\$87,000			
	Weighted Average Land Cost Per Acre	\$109,776			
	Level One Land Cost Per Person	\$903.45	\$882.00	100%	\$882.00
	Level Two Land Cost Per Person	\$873.85	\$870.00	100%	\$870.00
	<b>Park Land Cost Per Person</b>				<b>\$1,752.00</b>
<b>IMPROVEMENT COSTS</b>					
	Level One Improvements Cost per Acre	\$124,605			
	Level Two Improvements Cost Per Acre	\$10,834			
	Level One Improvements Cost Per Person	\$766.32	\$747.63	100%	\$747.63
	Level Two Improvements Cost Per Person	\$108.77	\$108.34	100%	\$108.34
	<b>Park Improvement Cost Per Person</b>				<b>\$855.97</b>

### Indoor Recreation Facilities

Figure 5 updates indoor recreational facility space cost factors based on cost escalation factors used to update the City's impact fee schedules. The updated cost per capita is \$44.76.

Figure 5. Indoor Recreation Facility Level of Service Standards and Cost Factors (Report Figure 26 [updated])

Facility	Building Square Footage	Current Replacement Cost/SF*	Total Value*	City Share	
				City Cost	City Prorated SF
Boys & Girls Gym (partial City facility)	10,826	\$181.34	\$1,963,188	\$136,332	752
Trailhead Pavilion	3,712	\$148.22	\$550,180	\$550,180	3,712
The Tree House (former Chamber of Commerce Bldg)	1,330	\$96.89	\$128,864	\$128,864	1,330
Black Bay Depot	4,641	\$161.97	\$751,704	\$751,704	4,641
TOTAL	20,509	\$165.49	\$3,393,935	\$1,567,080	10,435

2018 Population	35,007
Square Foot Per Capita	0.30
<b>Cost per Capita</b>	<b>\$44.76</b>

\* City of Post Falls; escalated to 2022 values per annual Community Development fee updates (3.8% in FY22; 8.9% in FY23).

## Parks and Recreation Input Variables and Development Impact Fees Interim Update

Figure 6 summarizes service units, conversion factors, and updated cost factors per service unit for updated Parks and Recreation Development Impact Fees. The total capital cost per person is the sum of the individual cost factors at the top of the figure.

The Parks and Recreation Development Impact Fee is the product of persons per housing unit multiplied by the total net capital cost per person. Each household size is multiplied by the net capital cost per person to derive the development impact fee per unit. Also shown is a comparison with the City's current fees (fee schedule as of October 1, 2022).

**Figure 6. Parks and Recreation Input Variables and Maximum Allowable Development Impact Fees Interim Update (Report Figure 28 [updated])**

		Cost per Person
Park Land: Level One Land		\$882.00
Park Land: Level Two Land		\$870.00
Park Improvements: Level One Improvements		\$747.63
Park Improvements: Level Two Improvements		\$108.34
Indoor Recreation Facilities		\$44.76
Impact Fee Study		\$1.79
<b>TOTAL GROSS COST</b>		<b>\$2,654.52</b>
General Fund Reduction	0.2%	(\$5.68)
Debt Service Credit		\$0.00
<b>TOTAL NET COST</b>		<b>\$2,648.84</b>

### Residential (Per Unit)

Unit Type	Persons per Housing Unit	Proposed Fees	Current Fees <sup>^</sup>	Increase (Decrease)
Multifamily/Other	1.95	\$5,165	\$3,130.04	\$2,035
Single Family	2.62	\$6,939	\$4,206.15	\$2,733

<sup>^</sup> City of Post Falls Fee Schedule as of 10/1/22.

## PUBLIC SAFETY DEVELOPMENT IMPACT FEES INTERIM UPDATE

### Public Safety Infrastructure Standards and Cost Factors

#### Police Station

The current City Police Station was built in 2003 with a total of 22,545 square feet. The City plans to expand and renovate the station. Levels of service for the current facility are 0.49 square feet per person and 0.10 square feet per nonresidential vehicle trip. The incremental expansion methodology is unchanged from the 2021 Impact Fee Report with levels of service held constant and costs updated.

A summary of levels of service is shown in Figure 7. Development impact fees are derived based on the existing level of service and estimated cost per square foot.

Figure 7. Police Station Level of Service Analysis (Report Figure 28 [unchanged])

	2018
Police Station (SF)	22,545
<b><u>Residential</u></b>	
Residential Proportionate Share	76%
Square Feet	17,134
Population	35,007
<b>LOS (SF/person)</b>	<b>0.49</b>
<b><u>Nonresidential</u></b>	
Nonresidential Proportionate Share	24%
Square Feet	5,411
Nonresidential Vehicle Trips	53,753
<b>LOS (SF/trip)</b>	<b>0.10</b>

Source: 2021 Impact Fee Report

Updated cost factors for the Police Station development impact fee are shown in Figure 8. Cost factors reflect recent (2022) estimates for planned expansion and renovation of the existing Police Station.

As noted, levels of service are .49 square feet per person and .10 square feet per nonresidential vehicle trip. To derive the cost per demand unit, levels of service are multiplied by the cost per square foot. For example, the cost per person of \$408.91 is derived by multiplying the cost per square foot (\$834.51) by the demand unit of 0.49 square feet per person.

Figure 8. Police Station Level of Service Standards and Updated Cost Factors (Report Figure 33 [updated])

Facility	Year of Cost Estimate	Square Feet	Cost*	\$/Sq. Ft.
Police Station Expansion and Renovation	2022	14,196	\$12,195,206	\$859.06
Police Station Men's Locker Room Renovation	2022	1,000	\$486,000	\$486.00
<b>Total</b>		<b>15,196</b>	<b>\$12,681,206</b>	<b>\$834.51</b>

Land Use	Proportionate Share	Level of Service^	Cost per Demand Unit
Residential	76%	0.49 SF per Person	\$408.91
Nonresidential	24%	0.10 SF per Nonres	\$83.45

\* Includes construction, soft costs, and site improvements

^ Level of Service from adopted 2021 Impact Fees

Source: City of Post Falls

### Vehicle Maintenance and Storage Facilities

Police support facilities include vehicle maintenance and storage facilities. An incremental expansion approach is used for this component of the development impact fee. Levels of service are summarized in Figure 9, which are held constant from the 2021 Impact Fee Report.

Figure 9. Support Facilities Level of Service Analysis (Report Figure 34 [unchanged])

#### Level of Service Summary

	2018
Police Support Facilities (SF)	6,600
<b><u>Residential</u></b>	
Residential Proportionate Share	76%
Square Feet	5,016
Population	35,007
<b>LOS (SF/person)</b>	<b>0.14</b>
<b><u>Nonresidential</u></b>	
Nonresidential Proportionate Share	24%
Square Feet	1,584
Nonresidential Vehicle Trips	53,753
<b>LOS (SF/trip)</b>	<b>0.03</b>

Source: 2021 Impact Fee Report

Level of service standards and updated cost factors for the Police Support Facilities portion of the development impact fee are shown in Figure 10. To derive the cost per demand unit, levels of service are multiplied by the cost per square foot. For example, the cost per person of \$28.40 is derived by multiplying the cost per square foot (\$202.88) by the demand unit of 0.14 square feet per person.



**Figure 10. Support Facilities Level of Service Standards and Cost Factors (Report Figure 35 [updated])**

Facility	Year of Cost Estimate	Square Feet	Cost*	\$/Sq. Ft.
Vehicle Maintenance Facility	2018 <sup>^</sup>	4,200	\$418,241	\$99.58
Police Station Modular Storage	2022 <sup>^^</sup>	3,582	\$1,160,568	\$324.00
<b>Total</b>		<b>7,782</b>	<b>\$1,578,809</b>	<b>\$202.88</b>

Land Use	Proportionate Share	Level of Service	Cost per Demand Unit
Residential	76%	0.14 SF per Person	\$28.40
Nonresidential	24%	0.03 SF per Nonres Trip	\$6.09

\* Includes construction and soft costs

<sup>^</sup> Source: City of Post Falls; escalated to 2022 values per annual Community Development fee updates (3.8% in FY22; 8.9% in FY23).

<sup>^^</sup> Source: City of Post Falls

### Communications Infrastructure

Level of service standards and cost factors for Communications Infrastructure are shown in Figure 11 and Figure 12. The City of Post Falls Police Department has developed wireless infrastructure to provide services by officers in the field. The City will expand this system based on the current level of service (as shown in Figure 11). The updated cost to equip a location with a new wireless antenna is \$15,373.

**Figure 11. Communications Infrastructure Level of Service Standards and Cost Factors: Wireless Antenna Network (Report Figure 36 [updated])**

Facility	Total Number of Sites	\$/Site*	Total Cost
Wireless Antenna Network	47	\$15,373	\$722,540
<b>Total</b>	<b>47</b>	<b>\$15,373</b>	<b>\$722,540</b>

Land Use	Proportionate Share	Level of Service	Cost per Demand Unit
Residential	76%	1.02 Sites per 1,000 persons	\$15.68
Nonresidential	24%	0.21 Sites per 1,000 Nonres Trips	\$3.23

\* Source: City of Post Falls; escalated to 2022 values per annual Community Development fee updates (3.8% in FY22; 8.9% in FY23)

In addition to the wireless network, additional communications infrastructure has been built by the City with excess capacity to serve future growth. A cost recovery methodology is used for this fee component, which is unchanged from the 2021 Impact Fee Report. Levels of service and cost factors are shown in Figure 12.

**Figure 12. Communications Infrastructure Level of Service Standards and Cost Factors: Mobile Data Network and Communications Facilities (Report Figure 37 [unchanged])**

Facility	Year Built	Total Cost
Mobile Data 700 MHz Network	2008	\$215,000
Blossom Mountain Communications Facility	2006	\$550,000
North Communications Facility	2016	\$262,480
Total		<b>\$1,027,480</b>

Land Use	Proportionate Share	2029 Demand Units	Cost per Demand Unit
Residential	76%	55,946 Population	\$13.96
Nonresidential	24%	68,140 Nonres Vehicle Trips	\$3.62

Source: City of Post Falls

## Public Safety Input Variables and Development Impact Fees Interim Update

With the above updates and inflationary adjustments, the updated Public Safety Impact Fees are summarized in Figure 13. The total capital cost per person is the sum of the individual cost factors at the top of the figure. The Impact Fee is the product of persons per housing unit multiplied by the total net capital cost per person or trips per 1,000 square feet multiplied by total net capital cost per trip. Also shown is a comparison with the City's current fees (fee schedule as of October 1, 2022).

**Figure 13. Public Safety Interim Impact Fees (Report Figure 28 [updated])**

Fee Component	Cost per Person	Cost per Per Nonres. Trip
Police Station	\$408.91	\$83.45
Support Facilities	\$28.40	\$6.09
Communications Infrastructure: Wireless Sites	\$15.68	\$3.23
Communications Infrastructure: Facilities	\$13.96	\$3.62
Consultant Cost	\$1.05	\$0.45
<b>TOTAL GROSS COST</b>	<b>\$468.00</b>	<b>\$96.84</b>
General Fund Reduction	0.2%	(\$1.16)
Debt Service Credit		\$0.00
<b>TOTAL NET COST</b>	<b>\$466.83</b>	<b>\$96.60</b>

### Residential (Per Unit)

Unit Type	Persons per Housing Unit	Proposed Fees	Current Fee <sup>^</sup>	Increase (Decrease)
Multifamily/Other	1.95	\$910	\$380	\$530
Single Family	2.62	\$1,223	\$511	\$712

### Nonresidential Development (per Development Unit)

Land Use Type (ITE Code)	Demand Unit	Avg Wkdy Veh Trip Ends (per Demand Unit)	Trip Rate Adjustment	Proposed Fees (per Sq. Ft. or Room)	Current Fee <sup>^</sup>	Increase / Decrease
Commercial / Retail Average (820)	1,000 sq. ft.	37.75	33%	\$1.20	\$0.51	\$0.69
Office (710)	1,000 sq. ft.	9.74	50%	\$0.47	\$0.20	\$0.27
Light Industrial (110)	1,000 sq. ft.	4.96	50%	\$0.24	\$0.10	\$0.14
Manufacturing (140)	1,000 sq. ft.	3.93	50%	\$0.19	\$0.08	\$0.11
Warehousing (150)	1,000 sq. ft.	1.74	50%	\$0.08	\$0.03	\$0.05
Mini-Warehouse (151)	1,000 sq. ft.	1.51	50%	\$0.07	\$0.03	\$0.04
Elementary School (520)	1,000 sq. ft.	19.52	33%	\$0.62	\$0.26	\$0.36
Middle School/Junior High School (522)	1,000 sq. ft.	20.17	33%	\$0.64	\$0.27	\$0.37
High School (530)	1,000 sq. ft.	14.07	33%	\$0.45	\$0.19	\$0.26
Day Care (565)	1,000 sq. ft.	47.62	33%	\$1.52	\$0.64	\$0.88
Church (560)	1,000 sq. ft.	6.95	50%	\$0.34	\$0.15	\$0.19
Assisted Living (254)	1,000 sq. ft.	4.19	50%	\$0.20	\$0.09	\$0.11
Nursing Home (620)	1,000 sq. ft.	6.64	50%	\$0.32	\$0.14	\$0.18
Recreational Community Center (495)	1,000 sq. ft.	28.82	50%	\$1.39	\$0.59	\$0.80
Hotel (310)	Room	8.36	50%	\$404.00	\$171.82	\$232.18

<sup>^</sup> City of Post Falls Fee Schedule as of 10/1/22.

## STREETS DEVELOPMENT IMPACT FEES INTERIM UPDATE

Cost estimates for the City’s Transportation Master Plan were updated by JUB Engineers and are used to update the City’s impact fees.<sup>3</sup> The plan-based calculation methodology is unchanged from the 2021 Impact Fee Report.

### Updated Cost Per Vehicle Trip

Estimated updated City costs for capacity Street Improvement Plan is approximately \$82 million. Because the City has collected development impact fees for capacity street projects and has a current balance in its Streets Development Impact Fee Fund of \$6 million, the City’s share of the cost is reduced by that amount. Therefore, the total cost on which the development impact fee is based is \$76 million. This amount is divided by the projected net increase in average daily vehicle trips (ADT) of 154,428 to derive a cost per trip of \$493.59.

Figure 14. Updated Cost per Vehicle Trip for Street Improvements (Report Figure 54 [updated])

Summary of Costs	Estimated City CIP Cost (2022 Dollars)*
<b>GRAND TOTAL STREETS</b>	<b>\$82,238,325</b>
<b>Less Current Road Impact Fee Fund Balance</b>	<b>(\$6,014,162)</b>
<b>TOTAL CITY GROWTH RELATED EXPENDITURES</b>	<b>\$76,224,163</b>
Existing Average Daily Vehicle Trips (ADT)	129,908
Projected ADT (2038)*	284,336
Net Increase in ADT	154,428
<b>Cost per Trip</b>	<b>\$493.59</b>

\* JUB Engineers

<sup>3</sup> JUB Engineers, Technical Memorandum: Capital Improvement Plan (CIP) Project Budget Update, City of Post Falls, October 17, 2022.

## Streets Input Variables and Development Impact Fees Interim Update

With the above cost update, the Interim Streets Impact Fees are summarized in Figure 15. Total capital cost per trip is multiplied by trip rates by type of land use to derive the impact fee by land use. Also shown is a comparison with the City's current fees (fee schedule as of October 1, 2022).

Figure 15. Streets Interim Impact Fees (Report Figure 56 [updated])

Fee Component		Cost per ADT
Road Improvement Projects		\$493.59
Development Fee Study		\$0.70
<b>TOTAL GROSS COST</b>		<b>\$494.29</b>
General Fund Reduction	0%	\$0.00
Debt Service Credit		\$0.00
<b>TOTAL NET COST</b>		<b>\$494.29</b>

### Residential (per unit)

Development Type	Dev. Unit	Adj. Trip per Development Unit	Proposed Fees	Current Fee <sup>^</sup>	Increase / Decrease
Multifamily/Other	HU	3.53	\$1,743	\$965	\$778
Single Family	HU	6.24	\$3,082	\$1,707	\$1,375

### Nonresidential Development (per Development Unit)

Development Type	Dev. Unit	Adj. Trip per Development Unit	Proposed Fees (per Sq. Ft. or Room)	Current Fee <sup>^</sup>	Increase / Decrease
Commercial / Retail Average (820)	KSF	12.46	\$6.15	\$3.40	\$2.75
Office (710)	KSF	4.87	\$2.40	\$1.32	\$1.08
Light Industrial (110)	KSF	2.48	\$1.22	\$0.68	\$0.54
Manufacturing (140)	KSF	1.97	\$0.97	\$0.53	\$0.44
Warehousing (150)	KSF	0.87	\$0.43	\$0.23	\$0.20
Mini-Warehouse (151)	KSF	0.76	\$0.37	\$0.20	\$0.17
Elementary School (520)	KSF	6.44	\$3.18	\$1.75	\$1.43
Middle School/Junior High School (522)	KSF	6.66	\$3.29	\$1.82	\$1.47
High School (530)	KSF	4.64	\$2.29	\$1.27	\$1.02
Day Care (565)	KSF	15.71	\$7.76	\$4.30	\$3.46
Church (560)	KSF	3.48	\$1.71	\$0.95	\$0.76
Assisted Living (254)	KSF	2.10	\$1.03	\$0.57	\$0.46
Nursing Home (620)	KSF	3.32	\$1.64	\$0.88	\$0.76
Recreational Community Center (495)	KSF	14.41	\$7.12	\$3.83	\$3.29
Hotel (310)	Room	4.18	\$2,066.12	\$1,144.14	\$921.98

<sup>^</sup> City of Post Falls Fee Schedule as of 10/1/22.

## MULTIMODAL INFRASTRUCTURE DEVELOPMENT IMPACT FEES INTERIM UPDATE

Multimodal infrastructure cost estimates were updated by JUB Engineers for the City of Post Falls.<sup>4</sup> The interim impact fee update uses these updated cost estimates. The incremental expansion methodology is unchanged from the *2021 Impact Fee Report*.

### Updated Cost Factor

The estimated updated cost to build almost 140,000 linear feet of multimodal improvements is approximately \$20 million, resulting in a cost per linear foot of \$143.83.

Figure 16. Updated Cost per Linear Feet for Multimodal Improvements (Report Figure 58 [summary updated])

Summary of Costs	Estimated City CIP Cost (2022 Dollars)*	Planned Linear Ft*	Total \$ / Lin. Ft.
MULTIMODAL CIP	\$20,097,031	139,731	\$143.83

\* JUB Engineers

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<sup>4</sup> JUB Engineers, Technical Memorandum: Capital Improvement Plan (CIP) Project Budget Update, City of Post Falls, October 17, 2022.

## Cost Allocation for Multimodal Infrastructure

The City currently maintains an overall level of service for multimodal facilities of 3.89 linear feet per person and 0.80 linear feet per nonresidential vehicle trip (see Figure 17).<sup>5</sup> The cost for this level of service is \$559.50 per person and \$115.06 per nonresidential trip.

**Figure 17. Level of Service Standards and Updated Cost Factors Multimodal System (Report Figure 59 [updated])**

Description	Linear Feet
Bike Lanes <sup>1</sup>	86,064
Multimodal Paths <sup>1</sup>	93,192
<b>Total</b>	<b>179,256</b>

Cost Allocation Factors	
Cost per Linear Foot <sup>2</sup>	\$143.83

Level-of-Service Standards	
Existing Multimodal Paths (Linear Feet)	179,256
Residential	
Residential Share	76%
2018 Population	35,007
Linear Feet per Person	3.89
<b>Cost per Person</b>	<b>\$559.50</b>
Nonresidential	
Nonresidential Share	24%
2018 Trips	53,753
Linear Feet per Trip	0.80
<b>Cost per Trip</b>	<b>\$115.06</b>

1. City of Post Falls Public Works

2. JUB Engineers

<sup>5</sup> See 2021 Impact Fee Report for detail on allocation between residential and nonresidential demand.

## Multimodal Input Variables and Development Impact Fees Interim Update

With the above cost update, the updated Multimodal Impact Fees are summarized in Figure 18. Residential fees are per housing unit and nonresidential fees are per gross square foot of floor area. The fees are calculated by multiplying the service units per land use type by the net capital cost per service unit. Also shown is a comparison with the City's current fees (fee schedule as of October 1, 2022).

**Figure 18. Streets Interim Impact Fees (Report Figure 61 [updated])**

Fee Component	Cost per Person	Cost per Nonres. Trip
Multimodal Pathways	\$559.50	\$115.06
Consultant Cost	\$0.65	\$0.28
<b>TOTAL GROSS COST</b>	<b>\$560.15</b>	<b>\$115.34</b>
Debt Service Credit	\$0.00	\$0.00
<b>TOTAL NET COST</b>	<b>\$560.15</b>	<b>\$115.34</b>

### Residential (Per Unit)

Unit Type	Persons per Housing Unit	Proposed Fees	Current Fee*	Increase (Decrease)
Multifamily/Other	1.95	\$1,092	\$731	\$361
Single Family	2.62	\$1,468	\$982	\$486

### Nonresidential Development (per Development Unit)

Land Use Type (ITE Code)	Demand Unit	Avg Wkdy Veh Trip Ends (per Demand Unit)	Trip Rate Adjustment	Proposed Fees (per Sq. Ft. or Room)	Current Fee^	Increase / Decrease
Commercial / Retail Average (820)	1,000 sq. ft.	37.75	33%	\$1.44	\$0.96	\$0.48
Office (710)	1,000 sq. ft.	9.74	50%	\$0.56	\$0.37	\$0.19
Light Industrial (110)	1,000 sq. ft.	4.96	50%	\$0.29	\$0.19	\$0.10
Manufacturing (140)	1,000 sq. ft.	3.93	50%	\$0.23	\$0.15	\$0.08
Warehousing (150)	1,000 sq. ft.	1.74	50%	\$0.10	\$0.07	\$0.03
Mini-Warehouse (151)	1,000 sq. ft.	1.51	50%	\$0.09	\$0.05	\$0.04
Elementary School (520)	1,000 sq. ft.	19.52	33%	\$0.74	\$0.48	\$0.26
Middle School/Junior High School (522)	1,000 sq. ft.	20.17	33%	\$0.77	\$0.52	\$0.25
High School (530)	1,000 sq. ft.	14.07	33%	\$0.54	\$0.36	\$0.18
Day Care (565)	1,000 sq. ft.	47.62	33%	\$1.81	\$1.21	\$0.60
Church (560)	1,000 sq. ft.	6.95	50%	\$0.40	\$0.26	\$0.14
Assisted Living (254)	1,000 sq. ft.	4.19	50%	\$0.24	\$0.16	\$0.08
Nursing Home (620)	1,000 sq. ft.	6.64	50%	\$0.38	\$0.26	\$0.12
Recreational Community Center (495)	1,000 sq. ft.	28.82	50%	\$1.66	\$1.12	\$0.54
Hotel (310)	Room	8.36	50%	\$482.13	\$323.06	\$159.07

^ City of Post Falls Fee Schedule as of 10/1/22.



## SUMMARY OF INTERIM UPDATED DEVELOPMENT IMPACT FEES

Based on the above findings for all impact fee categories, the following is a summary schedule of the City of Post Falls Interim Updated Impact Fees.

**Figure 19. Summary of Interim Updated Impact Fees (Report Figure 6 [updated])**

Residential Development	Development Fees per Unit					Current Fees	
Development Type	Parks and Recreation	Public Safety	Streets	Multimodal Paths	Total	Current Fee <sup>^</sup>	Change
Multi-Family	\$5,165	\$910	\$1,743	\$1,092	<b>\$8,910</b>	\$5,207	\$3,703
Single Family	\$6,939	\$1,223	\$3,082	\$1,468	<b>\$12,712</b>	\$7,406	\$5,306

Nonresidential Development	Development Fees per Unit					Current Fees	
Development Type	Parks and Recreation	Public Safety	Streets	Multimodal Paths*	Total	Current Fee <sup>^</sup>	Change
Commercial / Retail Average (820)	\$0.00	\$1.20	\$6.15	\$1.44	<b>\$8.79</b>	\$4.87	\$3.92
Office (710)	\$0.00	\$0.47	\$2.40	\$0.56	<b>\$3.43</b>	\$1.90	\$1.53
Light Industrial (110)	\$0.00	\$0.24	\$1.22	\$0.29	<b>\$1.75</b>	\$0.97	\$0.78
Manufacturing (140)	\$0.00	\$0.19	\$0.97	\$0.23	<b>\$1.39</b>	\$0.76	\$0.63
Warehousing (150)	\$0.00	\$0.08	\$0.43	\$0.10	<b>\$0.61</b>	\$0.33	\$0.28
Mini-Warehouse (151)	\$0.00	\$0.07	\$0.37	\$0.09	<b>\$0.53</b>	\$0.29	\$0.24
Elementary School (520)	\$0.00	\$0.62	\$3.18	\$0.74	<b>\$4.54</b>	\$2.50	\$2.04
Middle School/Junior High School (522)	\$0.00	\$0.64	\$3.29	\$0.77	<b>\$4.70</b>	\$2.61	\$2.09
High School (530)	\$0.00	\$0.45	\$2.29	\$0.54	<b>\$3.28</b>	\$1.82	\$1.46
Day Care (565)	\$0.00	\$1.52	\$7.76	\$1.81	<b>\$11.09</b>	\$6.15	\$4.94
Church (560)	\$0.00	\$0.34	\$1.71	\$0.40	<b>\$2.45</b>	\$1.36	\$1.09
Assisted Living (254)	\$0.00	\$0.20	\$1.03	\$0.24	<b>\$1.47</b>	\$0.81	\$0.66
Nursing Home (620)	\$0.00	\$0.32	\$1.64	\$0.38	<b>\$2.34</b>	\$1.28	\$1.06
Recreational Community Center (495)	\$0.00	\$1.39	\$7.12	\$1.66	<b>\$10.17</b>	\$5.53	\$4.64
Hotel (310) (per Room)	\$0.00	\$404.00	\$2,066.12	\$482.13	<b>\$2,952.25</b>	\$1,639.02	\$1,313.23

<sup>^</sup> City of Post Falls Fee Schedule as of 10/1/22.

# City of Post Falls Development Impact Fees

1



## Introduction:

- Post Falls originally adopted impact fees in 1998.
- Impact fees are one time fees established to equitably have growth pay for the impact to the City's infrastructure on an incremental basis.
- Fees may only be utilized to pay for Capital Improvements (infrastructure) and are not used to pay for maintenance, staffing, vehicles, etc.
- Fees are paid for at the time of building permit issuance.

2



## Current Adjustments:

- Current impact fee adjustments are based upon inflationary cost escalations and not updated capital improvement plans.

3



## Post Falls Current Impact Fee Categories:

- Public Safety
- Parks
- Streets/Transportation
- Multi-Modal

4



## Determination of Fees: Public Safety

### Fees Support:

- Police Station
- Ancillary Facilities
- Communication Facilities

### Basis:

- Ten year growth costs (Adjusted for 2022): \$15,287,495
- Established on a per person and vehicle trip basis

## Determination of Fees: Parks

### Fees Support:

- Level 1 and Level 2 Parks
- Indoor Recreation

### Basis:

- Established on a replacement based methodology
- Ten year growth costs (Adjusted for 2022): \$30,618,134
- Applied to "residential" only

## Determination of Fees: Transportation

- Based upon the City's Transportation Master Plan. System capacity based.
- Twenty year growth costs, less other funding (Adjusted for 2022): \$76,224,153
- Applied on a per trip basis

7



## Determination of Fees: Multi-Modal

### Fees Support:

- Multi-use trail and bike lane facilities from the Transportation Master Plan

### Basis:

- Dollar amount established on a replacement based methodology
- Ten year growth related costs (Adjusted for 2022): \$20,097,031
- Capital improvement plan project dollars set by replacement costs
- To be applied on a per person and per trip basis

8



# Figure 7 – Current vs. Updated Development Impact Fees

Residential Development	Development Fees per Unit					Current Fees	
	Development Type	Parks and Recreation	Public Safety	Streets	Multimodal Paths	Total	Current Fee <sup>^</sup>
Multi-Family	\$5,165	\$910	\$1,743	\$1,092	<b>\$8,910</b>	\$5,207	\$3,703
Single Family	\$6,939	\$1,223	\$3,082	\$1,468	<b>\$12,712</b>	\$7,406	\$5,306

Nonresidential Development	Development Fees per Unit					Current Fees	
	Development Type	Parks and Recreation	Public Safety	Streets	Multimodal Paths*	Total	Current Fee <sup>^</sup>
Commercial / Retail Average (820)	\$0.00	\$1.20	\$6.15	\$1.44	<b>\$8.79</b>	\$4.87	\$3.92
Office (710)	\$0.00	\$0.47	\$2.40	\$0.56	<b>\$3.43</b>	\$1.90	\$1.53
Light Industrial (110)	\$0.00	\$0.24	\$1.22	\$0.29	<b>\$1.75</b>	\$0.97	\$0.78
Manufacturing (140)	\$0.00	\$0.19	\$0.97	\$0.23	<b>\$1.39</b>	\$0.76	\$0.63
Warehousing (150)	\$0.00	\$0.08	\$0.43	\$0.10	<b>\$0.61</b>	\$0.33	\$0.28
Mini-Warehouse (151)	\$0.00	\$0.07	\$0.37	\$0.09	<b>\$0.53</b>	\$0.29	\$0.24
Elementary School (520)	\$0.00	\$0.62	\$3.18	\$0.74	<b>\$4.54</b>	\$2.50	\$2.04
Middle School/Junior High School (522)	\$0.00	\$0.64	\$3.29	\$0.77	<b>\$4.70</b>	\$2.61	\$2.09
High School (530)	\$0.00	\$0.45	\$2.29	\$0.54	<b>\$3.28</b>	\$1.82	\$1.46
Day Care (565)	\$0.00	\$1.52	\$7.76	\$1.81	<b>\$11.09</b>	\$6.15	\$4.94
Church (560)	\$0.00	\$0.34	\$1.71	\$0.40	<b>\$2.45</b>	\$1.36	\$1.09
Assisted Living (254)	\$0.00	\$0.20	\$1.03	\$0.24	<b>\$1.47</b>	\$0.81	\$0.66
Nursing Home (620)	\$0.00	\$0.32	\$1.64	\$0.38	<b>\$2.34</b>	\$1.28	\$1.06
Recreational Community Center (495)	\$0.00	\$1.39	\$7.12	\$1.66	<b>\$10.17</b>	\$5.53	\$4.64
Hotel (310) (per Room)	\$0.00	\$404.00	\$2,066.12	\$482.13	<b>\$2,952.25</b>	\$1,639.02	\$1,313.23

<sup>^</sup> City of Post Falls Fee Schedule as of 10/1/22.



## Next Steps:

- Hold Public Hearings
- To City Council for Fee Adoption



## Amber Blanchette

---

**From:** jonie@postfallshd.com  
**Sent:** Monday, December 5, 2022 11:56 AM  
**To:** Amber Blanchette  
**Subject:** RE: Impact Fee Update

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

PFHD has no comment.

Jonie Anderson  
Administrative Assistant  
Post Falls Highway District  
p 208.765.3717  
f 208.765.0493  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



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**From:** Amber Blanchette <amberb@postfalls.gov>  
**Sent:** Tuesday, November 22, 2022 10:57 AM  
**To:** Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01\_Real\_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah\_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,

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**Subject:** Impact Fee Update

Good morning,

Attached is the notice to jurisdiction for the Impact Fee Update for the Planning & Zoning meeting on December 13<sup>th</sup>. The draft staff report will be on the city's website shortly.

**Please Note** my new email address is [amberb@postfalls.gov](mailto:amberb@postfalls.gov)

Thank you,

Amber Blanchette  
Planning Specialist  
Phone: 208-457-3338  
Email: [amberb@postfalls.gov](mailto:amberb@postfalls.gov)



*Fear is an illusion, ready to be overcome...*

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

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