



**PLANNING & ZONING COMMISSION
REGULAR AGENDA**

**May 17, 2023
5:30 PM**

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

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, Walton, Kimball, Steffensen, Schlotthauer, Ward, Hampe

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:



- **National IDAHO 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 4-11-2023
- b. Zoning Recommendation – Housing Company, The, Zone Change File No. ZC-23-1
- c. Zoning Recommendation – Millsap Landing Annexation File No. ANN-22-16

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.

ACTION ITEMS:

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- A. **Zoning Recommendation** for the Thompson/Satchwell Annexation & North Crown Zone Change File No. ANN-22-14/ZC-22-7 – John Beachman – Public Works Director/Jon Manley, Planning Manager, to present the staff report to cover the following:

There is a potential land exchange contingent on the decision of this annexation and zone change. The land exchange would increase the amount of prairie preserved for land application by 98 acres, bringing the existing accumulation of preserved prairie for land application to a total of 1058 acres, which is an 10% increase to the preserved prairie open space.

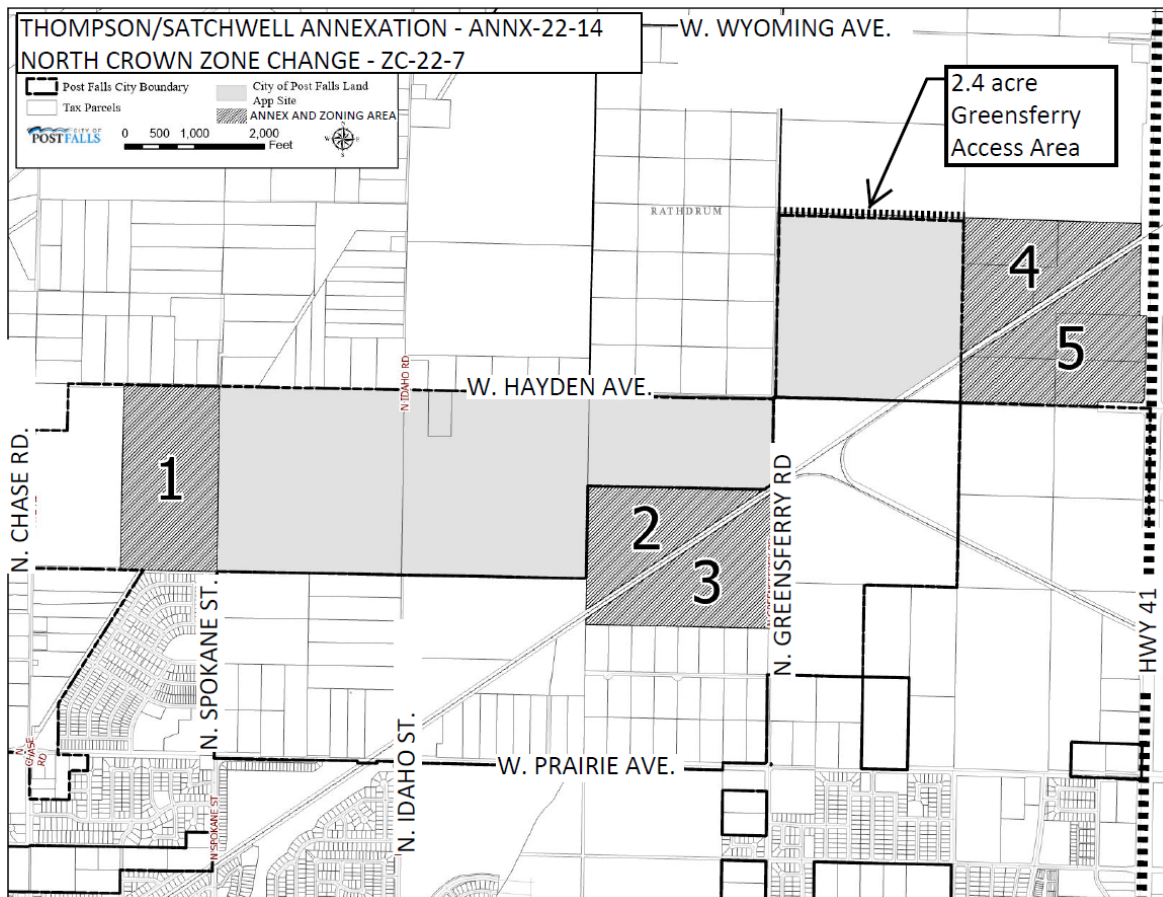
The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation and zone change proposals per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, the Planning

Commission will forward its recommendation on zoning to City Council. City Council will make the final decision pertaining to the annexation and/or zone change request.

The following is a breakdown of the mix of zoning that is being proposed to be established (See Map):

<u>Area - Size in Acres</u>	<u>Current zoning – Action</u>	<u>Proposed Zoning</u>
Area 1 – 80 ac	Public Reserve – Zone Change	Residential Mixed (RM)
Areas 2, 3, 4 – 178 ac	County - Annexation	Public Reserve (PR)
Area 5 - 28.1 ac (net)	County - Annexation	Single Family Residential (R-1)
Area 5 - 20.8 ac (net)	County - Annexation	Medium Density Residential (R-2)
Area 5 - ~34 ac (net)	County - Annexation	Community Commercial Mixed (CCM)

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



- 5. ADMINISTRATIVE / STAFF REPORTS**
- 6. COMMISSION COMMENT**
- 7. ADJOURNMENT**

**City of Post Falls
Planning and Zoning Commission Agenda**

May 17, 2023

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 N. 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: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**APRIL 11, 2023
5:30 PM**

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

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REGULAR MEETING – 5:30 PM

CALL TO ORDER

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PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Walton, Steffensen, Ward, Hampe - Present
Kimball and Carey- Excused
Schlotthauer – Absent

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- **NATIONAL PET 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.

None

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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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 3-14-2023

Motion to approve as presented by Hampe.

2nd by: Walton

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

Motion Moved

2. CITIZEN ISSUES

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Greta Gissel – Discussed the need for workforce housing, for locals.

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.

ACTION ITEMS:

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. **Zoning Recommendation** for the Housing Company Zone Change File No. ZC-23-1 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council to rezone approximately 1.16-acres from a mix of Medium-Density Residential (R2) and Community Commercial Services (CCS) to the SmartCode 5 (SC5) zoning district to construct a mixed-use multi-family community. Requested action is to seek a

recommendation to City Council from a mix of Medium-Density Residential (R2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district to construct mixed-use multifamily community on 1.16 acres. It is located just a bit west of the intersection of Spokane St. and Seltice Way on the southwest corner of Catherine St and Seltice. The current land use is an older vacant commercial building as well as older multi-family housing with some tenants currently in them. This site is over the Rathdrum Prairie Aquifer with water and sewer being provided by the City of Post Falls. The south half is the R2 Medium-Density, and the north half is the Commercial. It is surrounded by more SmartCode 5 to the southeast, commercial to the east, west, and north with medium density to the southwest and south.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Business/Commercial within the Seltice Central Focus area. 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. There are those types of amenities along Seltice, Spokane St and south along 7th that are within walking distance to this site. Encourages higher-density residential uses in the Seltice Central Focus Area. Supports development patterns that improve pedestrian connectivity to the commercial core and seeks opportunities to coordinate investment and planning energies between Seltice Central and City Center.
- Sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. One may see the benefit of having a balance of work housing near commercial services. Support land use patterns that foster the long-term fiscal health of the community. Is a balance between providing housing with jobs as well as enhanced residential quality of life. There is a bus route north of this site off Spokane St. This would promote compatible, well-designed development; we have design standards that would help assist this policy point. Compatible with surrounding land uses, there are acknowledgements of the infrastructure and services as well as the future traffic patterns being able to facilitate their proposal. This request is considered a compatible infill development. Consider location of multi-family developments in areas that have access to arterial and collector streets; help buffer between higher and lower-intensity development patterns; are part of projects involving mixed use or master planned areas. With the local business community, work to enhance, sustain, and diversify the local economic base by; supporting opportunities related to business “campus” and mixed-use models; coordinate provisions of workforce housing.
- Seltice Way is classified as a Principal Arterial Roadway.
- Again, Seltice Way is a higher road classification to support commercial and high-density residential zones.
- 5th and 6th criteria speak to Limited or neighborhood commercial and industrial and those zones are not being requested.

All agencies have been notified and we received responses from the Highway District with no comments; Yellowstone Pipeline with no impacts; Kootenai County Fire and Rescue will coordinate at time of development, the Post Falls School District remains neutral, and the Department of Environmental Quality has no impact comments.

Hampe – If it were to stay Medium-Density; a mixed Medium-Density R2; what is the highest density that would be allowed there.

Manley – Technically the existing apartments are legal non-conforming because we removed multi-family out of our medium density. So, the most they could do would be townhomes, duplexes, maybe cottages.

Hampe – That's right, okay. I did a little calculation; at 1.16 acres and 32 units it would be somewhere between 27 to 28 units per acre correct?

Manley – Proportionally it sounds close.

Hampe – Does that fall within a SmartCode 5?

Manley – Yes, SmartCode goes by a minimum density and not a maximum density. We talk about traditional zoning with max densities and density bonuses by doing certain things. SmartCode is more performance based and minimum based density and then can go from there. With this code, developers provide on-street parking, swells and these things consume some of the land mass which constricts the number of net units you can yield.

Hampe – The idea behind SmartCode is to gain commercial with high-density residential however, there will be no commercial just high-density?

Manley – I believe they want to do a mixed-use commercial building. Currently, there is commercial and apartments so what they are trying to do is combine the uses into 1 building instead of them being fragmented. Same type of uses on the same block just a different form with a form-based code being smartcode.

Hampe – That makes sense.

Applicant – The Housing Company – Nate Wheeler, Representative – We are in partnership with St. Vincent De Paul. We are also a non-profit however, we focus on multi-family developments, we have one here in Post Falls and 2 in Coeur d'Alene. From Moscow up to Sandpoint we have 9 developments in total we have 40 different apartment complexes across the state of Idaho with 1 in Montana and we manage another 10. We have kept all our assets, never sold one. Affordable housing is based on an income at the federal level will dictate with a census tract. They may say an affordable median for an area's income is on average \$100,000, we then take a percentage of that and then a percentage for rent based on their income. Individuals that we rent to are usually entry-level first responders, retail workers, weight staff, things of this nature. There is the National Low Income Housing Coalition, and the Idaho Asset Building Network completed an assessment of Idaho to see its income based on the amounts of rent and usually there's a threshold of about 30% of your income should not go anymore to your housing needs and we are about 25,000 affordable housing units short in the state of Idaho. There are currently 7 buildings on the lot and 4 of them have basements, if we were to develop all buildings will be removed engineered fill would come back in and compaction levels and we would rebuild over the top cleaning up this site. The top right corner of this lot there are 3 fuel tanks that have been closed by DEQ back in 1993 and are still there. With environmental reviews we will determine whether to remove them or leave them. We will most likely remove them as well. Our rendering shows what we would like to develop with 2 stories being the housing units and the 1st floor being commercial, with St. Vincent De Paul's thrift store being there. Our projects are more pedestrian in nature and more carpooling, there is a bus stop within walking distance in front of Gathered restaurant. There are several other food eateries in the area that are within walking distance where they could find employment, this is family centered. There is a school, library, Boys and Girls Club there are some other commercial/industrial businesses within walking distance as well. We have looked at the demographic within the existing St. Vincent De Paul's apartment complexes and it shows that they are more pedestrian in nature, so the parking requirements are fine.

Between, 3 different complexes and a couple of different times per day on 2 different dates on average out of 73 spaces and 32 units only 23-31 spaces were being used so 42 spaces are free. So, with what we are proposing and the parking requirements we feel pretty confident that everything will work. We also concur with everything Mr. Manley had shared.

Steffensen – So, the 2 different lots would be remodeled, everything would go and be rebuilt.

Wheeler – That is correct.

Steffensen – The tanks as well.

Wheeler – Pending a phase 2 inspection, very likely and that would include the asphalt too.

Steffensen – Parking always seems to come up with apartments and how there is never enough. This project is a little deferent due to the development. You mentioned having 60 parking spots total for the apartments and the commercial space.

Wheeler – Correct, based on the SC5 zoning the ratio is 1.5 parking spaces per residential unit. So, with that, it allows us to have a little less if it was a multi-family development. And with the workforce housing there may not be as many vehicles that will be in this lot compared to a market rating development.

Ward – Can you remind me of the height limitations in an SC5.

Manley – The height is 4 stories with a minimum of 2. (Not height issue, more of a stories)

Steffensen – How does that compare to the apartments that are already there, with it being 3 stories?

Ward – The law office behind it is 36' I believe.

Testimony

In Favor: James Casper, with Habitat for Humanity, we are also in the business of developing housing for those that cannot afford market rate housing. It's tough, it is a market-based service and developed by developers and they do not build units in this category for people. So, you have companies such as Habitat for Humanity and St. Vincent De Paul, that create housing that isn't offered by the rest of the market. It is unique and not a typical neighborhood, however, they are the same people living in the same town, and they struggle and may not be living as well as they would like. These projects provide an option the rest of the market will not build. There are always questions about usability and functionality; self-selection happens as well. Those that want more space may choose to not live here however, those without other options will accept these types of units for what they are. We don't know if someone will choose to live in this option if they don't exist. What I do know, is every unit we build, it is in high demand, all other properties that are similar to these that St. Vincent owns are full and have waiting lists. We like to offer our support to this project.

Jon Ingalls – The housing shortage has already been established on March 29th, North Idaho Building Contractors Association mentioned that we have a shortage of 2350 housing units. The affordable housing has an even greater need in our area. In Idaho there are 39,722 very low-income households but only 15,012 affordable rental units available to them. 32 units won't put a big dent in this issue, but we need to make some progress along the way. This project is well conceived and a great fit for this location. The Lynn Peterson and Kathy Reed houses are similar size and scope and are beautifully designed and have enhanced their surroundings greatly. I encourage you to support this zone change with a unanimous recommendation to City Council.

Alan Wolfe – I am here to represent the business community of Post Falls through the Chamber of Commerce, several of us had the opportunity to attend the workshop and saw this project laid out. We felt it really fits what we're all know is needed for workforce housing and St. Vincent De Paul does a great job. On behalf of the Board of Directors with the Post Falls Chamber we encourage a positive recommendation to Council.

Greta Gissel – St. Vincent De Paul has been around for over 75 years, and they have been a staple in our community for people that are in need. What they are doing with the John Bruni's Commons is such a great boon for your community. Not only will it be beautiful, but it'll be something that services your community in ways that are unmeasurable at this point in time. I come from a family that has been active in community service my entire life, I am the Executive Director of Connect Kootenai which is an organization that was formerly known as CDA 2030. It is a nonprofit that exist to create a better tomorrow so that everyone can belong, thrive, and create a positive impact. The primary focus is to address significant housing challenges that residents in Kootenai County face. Here are some statistics, 94% of the 1500 people surveyed last year had their rent increased by an average of \$376. The average rent in Kootenai County is \$1,678 which is an average of 51% of a renter's income and the recommendations are about 30% of income being paid towards housing. This leaves families and individuals struggling each month especially when the average childcare cost for a toddler is on average \$538/month while infant care is about \$623/month. This is 3.1% more than in-state College tuition. Our housing prices are on average around \$500,000 or more and a median income of \$65,000 the cost of homeownership is out of reach for many families. A family of 4 who can earn 120% of our family median income which is about \$82,500 can afford to purchase a home for \$300,090 with a 20% down payment or a home for \$310,000 with an FHA loan. Kootenai County MLS found 38 homes not including a mobile home on lease land within this price range. Our interest is to help with this housing crisis and support our community with projects such as this one.

Katie Huff – I work with Murray Group, and work with our local employers on their employee benefits and their needs. The basic need is affordable housing, they have issues filling the positions due to people not being able to afford to live here. This project is going to help our employers in this area maintain workforce. Our housing in this area is unaffordable and unattainable. Even my family, if I newly relocated here, I am not sure I could. When I speak to others about affordable housing many think of things that are undesirable, right now many people thing of the homeless camps and what will it do to our aesthetics, but the reality of a project like this; for example if you donate an hour of your time at the Post Falls Food Bank, you will see families with 2 incomes and children that cannot afford to live and have to choose between buying food or paying rent. I was told a story about a woman in her 60's-70's that raised her family here and has grandkids and the market skyrocketed and her rent went up and she now lives in a field somewhere locally, goes to the foodbank weekly to survive. She will not tell anyone where she is and she isn't one that will speak up about it, but her story is like many and could benefit from a project like this one.

Neutral: None

In Opposition: None

Rebuttal

Wheeler, no need for rebuttal but just a thank you for the comments and to add Mr. Riley received over 14 letters of support for this project, The Housing Company isn't trying to

come in on our own this is a partnership we need that with the city, this St. Vincent, and other community partners, stakeholders, and I just wanted to thank everyone.

Comments:

1. Consistent with Future Land Use Map.
Hampe – It meets it, is shown in business/commercial on the future land use map.
Commission agrees
2. Consistent with the Goals and Policies Found in the Comprehensive Plan.
Steffensen – Staff outlined a bunch of them that were in the packet. Anything specific you guys want to add?
Hampe – It is in walking distance to businesses so it's a good place for higher density project.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Ward – It is on a major arterial collector.
Hampe – I think we all agreed it is in an appropriate place, on Seltice Way.
Steffensen – There are already apartment and a business they are basically just expanding a little bit and making it a better situation than what it currently is.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
We just spoke about this with Seltice
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Not applicable - there will be neighborhood commercial, but it isn't low density.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Not applicable

Motion to recommend approval to City Council finding requested zoning meets approval criteria in the PFMC and as outlined in our deliberations and direct staff to prepare a Zoning Recommendation of SC5 (Hampe)

2nd by: Ward

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

Moved

- B. **Approve/Deny** Quailview Townhomes Subdivision File No. SUBD-22-15 – Ethan Porter, Associate Planner, to present a request to approve or deny a subdivision of 2.24-acres into 22 twin home lots within the Medium-Density Residential (R2) zoning designation. Requested action is an approval to subdivide 2.25 acres within the Medium-Density Residential (R2) zone into twenty-two (22) lots with one tract. This project is located south of Creative Way, west of Expo Parkway and north of Jacklin; it has three road frontages and is east of the Woodbridge Subdivision. You can see Flippen Storage just north across from Creative Way. The property is currently vacant land, and the water provider will be East Greenacres Irrigation District and wastewater will be provided by the City of Post Falls. To the north is the industrial zone, west is a little R2 and the R1, Woodbridge, and to the south along I-90 is the Commercial. The smallest lot will be about 2,662 square feet

with the largest lot being about 5,003 square feet with a minimum lot size of about 2,400 square feet. Twin homes are one structure with two residential homes separated by a common wall along the lot line, one structure with two single-family homes on their own lots. With a tract for storm water, I believe.

Subdivision Review Criteria:

- The water service will be provided by East Greenacres irrigation District.
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed.
- The subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards.
- At this time there are no known soil or topographical conditions which have been identified as hazards. This request is over the Rathdrum Prairie Aquifer.
- The proposed lots and layout comply with the bulk and placement standards for the R2 zone and upon development will meet the City's Twin home standards.
- Impact fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, multi-modal pathways, and streets. Currently, parks and multi-modal Impact Fees are being assessed at 75% of the calculated cost of mitigating off-site impacts of growth.

All other agencies have been notified, with Yellowstone Pipeline having no comment, KCFR reserving comments for the City's review process, Post Falls Highway District having no comments and the Post Falls School District remaining neutral.

Applicant – Jeremy Terzulli, Project Coordinator for Olson Engineering – About a year ago we brought the zone change request before the Commission and it was recommended for approval to City Council and was unanimously approved. We are looking at Twin Homes to try and bridge the gap from the more traditional R1 single-family residences on those 7,000 square foot lots. A Twin home from the street appears to be a duplex however, the property line is inline with the party wall so each unit can be owned. Had meetings with city staff and working through the road design, lot sizes, etc. Utility coordination has been started we have an application to Avista to provide power and natural gas and the will serve letter from the water district has been received. We believe this meets all of the code criteria; we are ready to submit construction drawings pending your approval. There was some concern about additional parking, so we widen the street to 32' so we can provide that additional parking. Additionally, each unit will hopefully have an attached 2 car garage and 2 stalls in the driveway and then on-street parking.

Steffensen – So, 2 car garages.

Terzulli – That is the plan.

Hampe – Is the intent to use them as rentals?

Terzulli – The intent is to build and sell them.

Steffensen – R2 versus R1 is probably due to the location and shape of the property?

Terzulli – It is about the unit type, R1 doesn't allow for the twin home.

Steffensen – I know that I am saying because of this is zoned R1 already, rights?

Terzulli – No, we are an R2 zone. We brought this before you 1 year ago and got the R2 zoning designation so we could build twin homes.

Steffensen – Okay.

Hampe – I think what is next to it is mostly R1 and then there is commercial across the street.

Steffensen – That area has a little bit of everything.

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

Testimony

In Favor: None

Neutral: None

In Opposition: None

Comments:

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

Hampe – The city said they did correct.

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

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

Commission agrees

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

Commission agrees

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

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

Commission agrees

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

Hampe – Meets the twin home standards.

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

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

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

2nd by: Ward

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

Moved

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

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

Zone Change Review Criteria:

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

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

Subdivision Review Criteria:

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

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

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

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

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

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

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

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

Palus – Yes.

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

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

Testimony

In Favor: None

Neutral: None

In Opposition: None

Comments

Zone Change Review Criteria:

1. Consistent with Future Land Use Map.
Commission agrees
2. Consistent with the Goals and Policies Found in the Comprehensive Plan.
Hampe – I think it is, there are no issues with this.
Ward – Agreed.
Steffensen – There is going to be another north south road, so transportation will improve.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Hampe – Bogie is a minor collector, which works.
Steffensen – Future Land Use is low-density.
Ward – It is all low-density out there.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
Not applicable
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Hampe – It's away from Highway 41.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Not applicable

Hampe – This request makes sense, it is infill and surrounded by R1, I don't see how we could get a better fit than this.
Steffensen – It's infill.
Ward – There is only 3 lots left out there.

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

2nd by: Walton

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

Moved

Subdivision Review Criteria:

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

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

2nd by: Ward

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

Moved

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

is a line that could be served potentially by Rathdrum and or Post Falls and similarly on the east of 41 it could be potentially Hayden or another jurisdiction. Someone can ask for a land use application and we would go to the applicable Focus Area and apply guidance.

Steffensen – So if they are in the transitional and those questions come up before, we would look at the focus area to help define what is out there but transitional doesn't technically define what is out there but, in those areas, we will use the focus group to help define.

Manley – There is a little disconnect. Anything outside the city limits is transitional versus what the focus area maps it's a little confusing and where does that end point. Legal provided this saying that end point of using the focus area would occur at that shared tier of City impact.

Hampe – Is where it is underlined the part we are talking about.

Manley – Yes, that is the additional language.

Hampe – It currently doesn't exist.

Manley – We are adding it to the portion of the focus area descriptions in chapter 1-14 of the Comprehensive Plan.

Herrington – To help clarify, the focus area diagram that is in the Comp Plan is loosely drawn in and you can see the commercial nodes out on East Prairie, sort of by extension it's obvious that would probably be in the East Prairie Focus Area. The way this diagram was created it is zoomed in a little closer than we would want now. So, we are just amending the Comp Plan language to extend those boundaries out farther to the East and to the North for those areas to include the area out to our ACI boundary. Which is currently outside this diagram.

Manley – At the time this was created, our Land App sites were not annexed into the city yet.

Steffensen – If you could actually draw in the city boundary that would be helpful. I guess it is there.

Manley – There is a lot going on in these maps.

Ward – Where is the city boundary going north?

Herrington – That is why this is changing to include the boundary to the north.

Manley – It goes beyond the limits of this map.

Hampe – Why don't you make us a new map?

Herrington – We will do that in our full Comp Plan Update.

Ward – Is the purpose of this to allow more property into the city.

Herrington – No, we have annexed beyond where this area shows. So, any development that may come in north of Prairie connected to this line would be in our transitional area of the future land use map which says per focus area. So, if we don't have a focus area there, how would we analyze that property. What the clarifying language does is extends out the Focus Area to our ACI boundaries so we can possibly consider. We would have something to base an analysis on.

Hampe – That makes more sense to me. I'd rather see the map remade.

Manley – I don't have the data the consultant made the map with so currently it is easier to add language than fix the map.

Hampe – One thing at a time.

Steffensen – Do we just need a recommendation to move forward to Council.

Herrington – Yes, it is a public hearing so, open it up for comment and go from there; close the hearing, deliberate and it is a recommendation to City Council.

Testimony:

In Favor: None

Neutral: None

In Opposition: None

Comments

Steffensen – Seems more like a housekeeping item.

Motion to recommend approval to City Council to add language to the focus area description as presented in the staff report. Hampe

2nd by: Walton

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

Moved

5. ADMINISTRATIVE / STAFF REPORTS

Manley – This is Laura Jones last hearing with us, she is expanding her career path with a different company.

6. COMMISSION COMMENT

None

7. ADJOURNMENT 7:30PM

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

Date: _____

Chair: _____

Attest: _____

Housing Company, The, Zone Change File No. ZC-23-1

Planning and Zoning Commission

Zoning Recommendation

A. INTRODUCTION:

APPLICANT: The Housing Company

LOCATION: Generally located at the southwest corner of Catherine St. and Seltice Way.

REQUEST: Rezone approximately 1.16 acres from a mix of Medium Density Residential (R2) and Community Commercial Services (CCS) to SmartCode 5 (SC5) zoning district.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Vicinity Map
5. A-5 Authorization Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFHD Comments
11. PA-2 YPL Comments
12. PA-3 KCFR Comments
13. PA-4 PFSD Comments
14. PA-5 DEQ Comments
15. P&Z Staff Report
16. Testimony at the public hearing on April 11, 2023, including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission (“Commission”) in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission’s recommendation to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately 1.16 acres in the City of Post Falls from Medium Density Residential (R2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district. He explained that the location is on the southwest corner of Catherine St. and Seltice Way. Currently site is developed with an older vacant commercial building as well as some older multi-family housing which is occupied.

Mr. Manley explained that the city of Post Falls will supply water and sewer to the site. He noted that the site is over the Rathdrum Prairie Aquifer. He explained that there is more Community Commercial Service (CCS) to the north, west, and east, with some High Density Residential (R3) zoning to the west and south, and some other SmartCode 5 (SC5) zoning to the Southeast.

Mr. Manley testified that in reviewing zone changes, staff looks at relevant review criteria. He testified that the area is designated Business/Commercial within the Seltice Central focus area on the future land use map. He testified that the Business/Commercial designation promotes a mixture of moderate to 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. He noted that there are those types of amenities along Seltice, Spokane St., and south along 7th that are all within walking distance to this site. He testified that the SC5 zone is an implementing zoning district for the Business/Commercial designation.

Mr. Manley accentuated that the proposal aligns with the applicable focus area. He explained that the Seltice Central focus area specifically calls out encouraging high density residential units in this area. He noted that the area also promotes development patterns that improve pedestrian connectivity to the commercial core and that the city should seek opportunities to coordinate investment in this area. He explained that the proposal satisfies those aspects of the focus area.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal one, seven, and fourteen to possibly be relevant and applicable goals. He testified that policies one, two, eight, twenty, and eighty-six, may appropriate for consideration by the Commission.

Mr. Manley testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He explained that Seltice Way is classified as a Principal Arterial Roadway. He noted that future traffic patterns to and from the site are helped from the proximity to Seltice Way that would distribute traffic to and from the subject site.

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

along Seltice Way (Principal Arterial) and therefore commercial and high-density residential is appropriate in this location.

Mr. Manley testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. He said that this is not an applicable criterion as they are not asking for those proposed zoning designations.

Mr. Manley testified that the last criteria is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. He testified that they are not asking for industrial zoning and therefore the criterion is inapplicable.

Mr. Manely testified that all agencies have been notified; noting that Kootenai County Fire coordinates with the city upon development, and the Post Falls Highway District, Post Falls School District, DEQ, and Yellowstone Pipeline had no comment or remained neutral.

Mr. Manley, in response to a question from the Commission, testified that the existing apartments are pre-existing non-conforming as the city removed multi-family from the existing medium density zoning. He went on to say that SmartCode zoning is performance based with a minimum density, you have to provide on-site parking and improvements that restricts the number of net units you can yield on a parcel.

Applicant's Presentation

Nate Wheeler, The Housing Company

Mr. Wheeler testified that they are and non-profit that focuses on multi-family developments and they are in in partnership with St. Vincent De Paul. He noted that they have one other development here in Post Falls and two in Coeur d'Alene. He explained that from Moscow up to Sandpoint we have nine developments in total and have forty different apartment complexes across the state of Idaho.

Mr. Wheeler testified that they have kept all our assets and have never sold one to encourage affordable housing. He explained that affordable housing is based on an income at the federal level dictated by a census track. He asserted that the individuals they rent to are usually entry-level first responders, retail workers, wait staff, things of that nature. He stated that they projects are in high demand.

Mr. Wheeler submitted that there is the National Low Income Housing Coalition, and the Idaho Asset Building Network who completed an assessment of Idaho to see its income based upon the amounts of rent. He explained that usually there is a threshold that about 30% of your income should go toward your housing needs and Idaho is about 25,000 affordable housing units short in the state. He asserted that they would like to make a dent in that number.

Mr. Wheeler testified that there are currently seven buildings on the lot and four of them have basements, if they develop, all buildings will be removed and engineered fill would come back in, and they would rebuild over the top after cleaning up this site. He noted that at on a corner of this lot there are three fuel tanks that were closed by DEQ back in 1993. He explained that with environmental reviews, they would determine whether to remove them or leave them. He presumed that they will likely remove them.

Mr. Wheeler testified that the rendering shows that they would like to develop with two stories being the housing units and the first floor being commercial, with a St. Vincent De Paul's thrift store being there. He expounded that their projects are more pedestrian in nature and there is a bus stop within walking distance in front of Gathered restaurant. He indicated that there are several other food eateries in the area that are within walking distance, the are employment opportunities and the area is family centered. He submitted that there is a school, library, Boys and Girls Club and some other commercial/industrial businesses within walking distance.

Mr. Wheeler testified that they have looked at the demographic within the existing St. Vincent De Paul's apartment complexes and it shows that they are more pedestrian in nature, so the parking requirements are fine and they feel pretty confident that everything will work. He noted that they concurred with everything Mr. Manley had shared.

Mr. Wheeler, in response to a question from the Commission, testified that based on the SC5 zoning the ratio is 1.5 parking spaces per residential unit. So, with that, it allows us to have a little less than if it was a multi-family development. He noted that, with the workforce housing there may not be as many vehicles that will be in this lot compared to a market-rate development.

Public Testimony:

The Commission opened the hearing for public testimony.

James Casper, with Habitat for Humanity

Mr. Casper testified that they are also in the business of developing housing for those that cannot afford market rate housing. He explained that it is tough, it is a market-based service and developed by developers and they do not build units in this category for people. He entreated that, you have companies such as Habitat for Humanity and St. Vincent De Paul, which create housing that is not offered by the rest of the market. He stated that this is unique and atypical neighborhood, however, they are the same people living in the same town, and they struggle and may not be living as well as they would like.

Mr. Casper testified that these projects provide an option that the rest of the market will not build. He asserted that there are always questions about usability and functionality; self-selection happens as well. He argued that those who want more space may choose to not live here however, those without other options will accept these types of units for what they are. He opined that we don't know if someone will choose to live in this option if they don't exist.

He declared that every unit we build, is in high demand, all other properties that are similar to these that St. Vincent owns are full and have waiting lists. He testified that they would like to offer their support to this project.

Jon Ingalls

Mr. Ingalls testified that the housing shortage has already been established and on March 29th, North Idaho Building Contractors Association mentioned that we have a shortage of 2350 housing units. He pleaded that affordable housing has an even greater need in our area. He explained that in Idaho there are 39,722 very low-income households but only 15,012 affordable rental units available to them. He said that 32 units won't put a big dent in this issue, but we need to make some progress along the way. He testified that this project is well conceived and a great fit for this location. He illustrated that the Lynn Peterson and Kathy Reed houses are comparable size and scope and are beautifully designed and have enhanced their surroundings. He encouraged the Commission to support this zone change with a unanimous recommendation to City Council.

Alan Wolfe

Mr. Wolfe testified that he was there to represent the business community of Post Falls through the Chamber of Commerce. He explained that several of them had the opportunity to attend the workshop and saw this project laid out. He advocated that this really fits what we all know is needed for workforce housing and St. Vincent De Paul does a great job. He championed, on behalf of the Board of Directors with the Post Falls Chamber, that they encourage a positive recommendation to Council.

Greta Gissel

Ms. Gissel testified that St. Vincent De Paul has been around for over 75 years, and they have been a staple in our community for people that are in need. She asserted that what they are doing with the John Bruni's Commons is such a great boon for your community. She stated that not only will it be beautiful, but it'll be something that services your community in ways that are unmeasurable at this point in time. She stated that she comes from a family that has been active in community service her entire life, she is the Executive Director of Connect Kootenai which is an organization that was formerly known as CDA 2030. She explained that it is a nonprofit that exists to create a better tomorrow so that everyone can belong, thrive, and create a positive impact. She declared that their primary focus is to address significant housing challenges that residents in Kootenai County face.

Ms. Gissel testified that 94% of the 1500 people surveyed last year had their rent increased by an average of \$376. He expounded that the average rent in Kootenai County is \$1,678 which is an average of 51% of a renter's income and the recommendations should be about 30% of one's income being paid towards housing. She maintained that this leaves families and individuals struggling each month especially when the average childcare cost for a toddler is on average \$538/month while infant care is about \$623/month. She noted that this is 3.1% more than in-state college tuition.

Ms. Gissle testified that our housing prices are on average around \$500,000 or more and a with area median income of \$65,000 the cost of homeownership is out of reach for many families. She explained that a family of four who can earn 120% of our area's median income which is about \$82,500 can afford to purchase a home for \$390,000 with a 20% down payment or a home for \$310,000 with an FHA loan. She asserted that Kootenai County MLS found thirty-eight homes, not including a mobile home on leased land, within that price range. She stated that their interest is to help with this housing crisis and support our community with projects such as this one.

Katie Huff

Ms. Huff testified that she works with Murray Group and works with our local employers on their employee benefits and their needs. She stated that the basic need is affordable housing, employers have issues filling their positions due to people not being able to afford to live here. She asserted that this project is going to help our employers in this area maintain workforce. She affirmed that our housing in this area is unaffordable and unattainable. She noted that even her own family, if she were to newly relocate here, could not afford it. She storied that many people associate affordable housing with things that are undesirable, right now many people think of the homeless camps and what will it do to our aesthetics, but the reality of a project like this is that it is families with two incomes and children that cannot afford to live and have to choose between buying food or paying rent. She professed that she was told a story about a woman in her 60's-70's that raised her family here and has grandkids and when the market skyrocketed and her rent went up, she was forced to go live in a field somewhere, having to go to the foodbank weekly to survive. Ms. Huff implored that this woman, like many others, could receive help from a project like this one.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony supplied and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial and it is within the Seltice Central Focus Area.

The Commission finds the at the applicable focus area supports the promotion of higher-density residential uses in the area, boosting support for retail and commercial uses, which is what this proposal will provide.

The Commission finds that SC5 zoning is and implementing zoning district and follows the key policies of the Seltice Central Focus Area and therefore the proposed SC5 zoning is in accordance with the Future Land Use Map.

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

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

Goals:

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

The Commission finds that this area supports higher density development and within walking distance to commercial and service needs. As such, this proposal supports an allocation of land use types that support the community needs and foster the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time or permit issuance to aid in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;
The rezone will supply the opportunity for more new business(es) that will help further long-term fiscal health of the community.

- Maintain and enhance resident quality of life;
The proposed SC5 zone and mixed-use residential project will enhance the resident's quality of life in that area by providing opportunities for a work/live area.

- Promote compatible, well-designed development;
Development will be required to meet City design standards through the Site Plan Review process.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
Transportation impacts, and sewer and water capacity are reviewed by City staff. Any predicted inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. No inadequacies were found by staff about the revised zoning request.

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

- Future land use mapping;

See Exhibit S-3: Future Land Use Map. This factor is covered in the analysis contained in Criteria 1.

- Compatibility with surrounding land uses;
The proposed zoning designation and associated uses is compatible with the surrounding land uses.

- Infrastructure and service plans;
Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's water reclamation system. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

The City of Post Falls would service water. A water main is currently found within the subject property and covered with the necessary easement to the public. The property requesting the zone change is shown in the City of Post Falls Water Master Plan as being serviced by the referenced water main. The requested zoning is in conformance with the land use assumptions within the City's Water Master Plan.

- Existing and future traffic patterns;
The property is adjacent to 7th Ave., Compton St., Catherine St. And Seltice Way. The Signalized intersection of Seltice Way / Compton St. Is located at the northwest corner of the property. Frontage improvements are in place along Seltice Way, Compton St and 7th Ave. Missing improvements along Catherine St. Along with modifications to existing improvements would need to be completed with any site redevelopment. Future traffic patterns to/from this would be directed to Compton St., 7th Ave. And Catherine St. Access along Seltice Way would be restricted.

The site is benefitted from the proximity to Seltice Way, a Principle Arterial Roadway with signalized access from Compton St.

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

This proposal advances and promotes development and improvements consistent with the comprehensive plan as well as the transportation, sewer, and water master plans.

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

This site is compatible infill development of a vacant and under-utilized property.

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

Streets/Traffic:

Seltice Way is a classified Principal Arterial Roadway. There is sufficient capacity on Seltice Way to meet anticipated growth requirements in the are beyond the year 2035 (City of Post Falls currently Transportation Master Plan Model), with planned improvements. Rezoning of the subject property to SC5 would not materially alter projected traffic patterns, volumes, or levels of service.

Compton St., Catharine St. And 7th Ave. are local roadways and can direct traffic to adjoining and nearby arterial roadways (Seltice Way and Spokane St.)

Future traffic patterns to/from this site are benefitted from the existing traffic signal at the intersection of Seltice Way / Compton St., along with a right turn allowance to Spokane St. From 7th Ave.

Water and Sanitary Sewer:

The City of Post Falls will supply water service and sanitary sewer service which currently exist on the site. The requested zoning is in conformance with the land use assumptions within the City's Water and Water Reclamation Master Plans.

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

The City's Water and Water Reclamation Systems have the capacity to supply service and the City is willing to serve to the property at the requested zoning designation. The proposed zoning is compatible with the land uses predicted within the City's Master Planning. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

The proposed SmartCode SC5 is adjacent to existing similar uses, commercial and higher-density residential and is therefore compatible with existing development and future uses.

Future Land Use Designation:

This factor is covered in the analysis contained in Criteria 1.

Community Plans:

None.

Geographic/Natural Features:

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

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

The Commission finds the site is located adjacent to Seltice Way (Principal Arterial) and near the I-90 Interchange at Spokane Street (Exit 5) and therefore would place commercial and higher density residential along streets with a higher road classification, satisfying this criterion.

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

The Commission finds this criterion inapplicable to the request.

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

The Commission finds this criterion inapplicable to the request.

D. RECOMMENDATION OF THE COMMISSION:

Housing Company Zone Change, File No. ZC-23-1: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant’s request for **SmartCode SC5** zoning.

Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

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

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Whipple Engineering

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

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

B. RECORD CREATED:

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

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

Laura Jones, Associate Planner

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

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

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

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

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

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

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

Ms. Jones testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. She stated that this is lower density residential and is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

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

Ryan Andrade, Whipple Consulting Engineers Applicant

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

Public Testimony:

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

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

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

The Commission finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation therefore the request is consistent with the Future Land Use Map.

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

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

Goals:

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

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

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

All cities require functional, resilient transportation networks supporting the flow of people and materials. This proposal will supply improvements to the existing street network for Post Falls, improving the efficiency, function, and value of the city.

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

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

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

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

the quality of life for the residents of Post Falls.

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

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

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

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

Water is serviced by the Ross Point Water District.

- Existing and future traffic patterns;

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

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

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

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

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

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

- Surrounded by incorporated areas;

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

- That have readily available service infrastructure and capacity;

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

- That support increased development intensity near the urban core.

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

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

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

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

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

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

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

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

- Studies that evaluate environmental and public service factors;

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

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

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

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

Streets/Traffic:

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

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

Water and Sanitary Sewer:

The Commission finds:

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

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

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

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

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Low Density Residential and R1 is an implementing zoning district.

Geographic/Natural Features:

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

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

The Commission finds this criterion inapplicable to the request.

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

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

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

The Commission finds this criterion inapplicable to the request.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-16, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single Family Residential (R1) zoning on approximately 4.88 acres upon successful annexation of the property.

Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
STAFF REPORT**

DATE: April 18, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

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

INTRODUCTION:

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

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

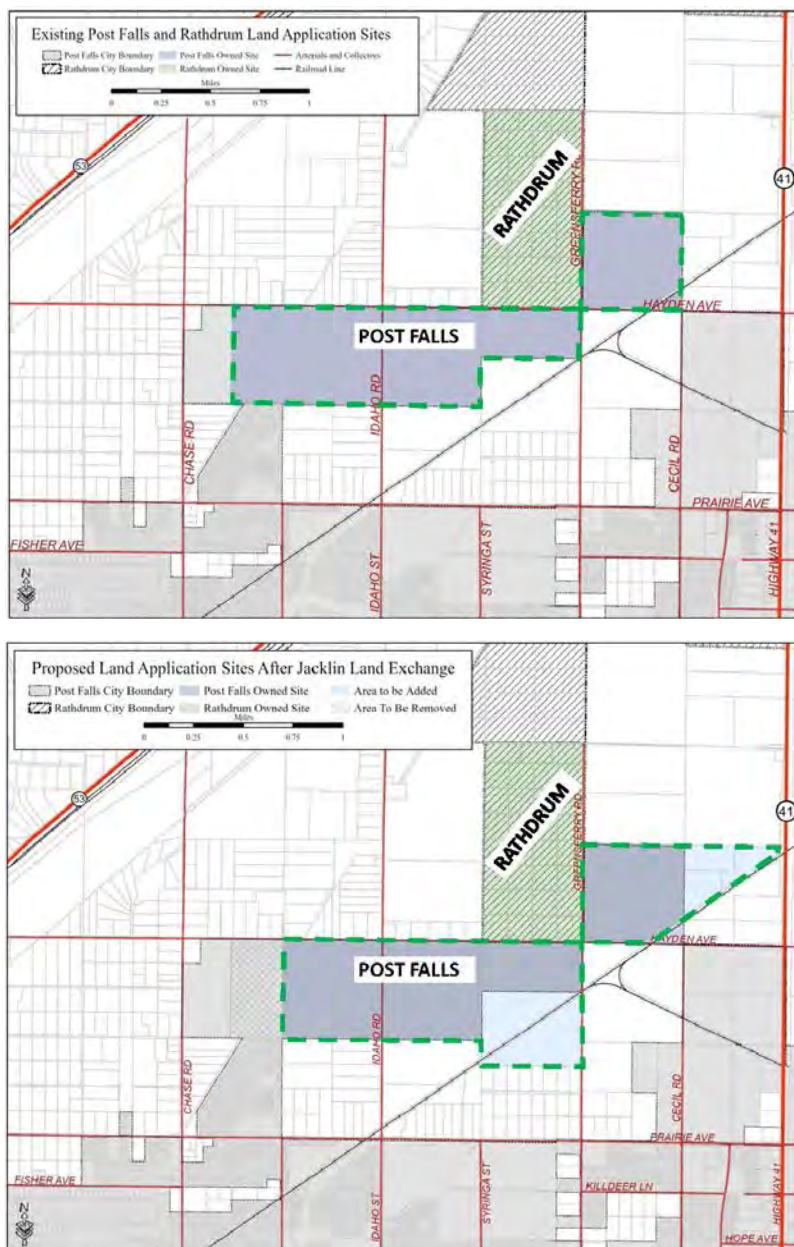
LAND EXCHANGE PROPOSAL

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



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

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



The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

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

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

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

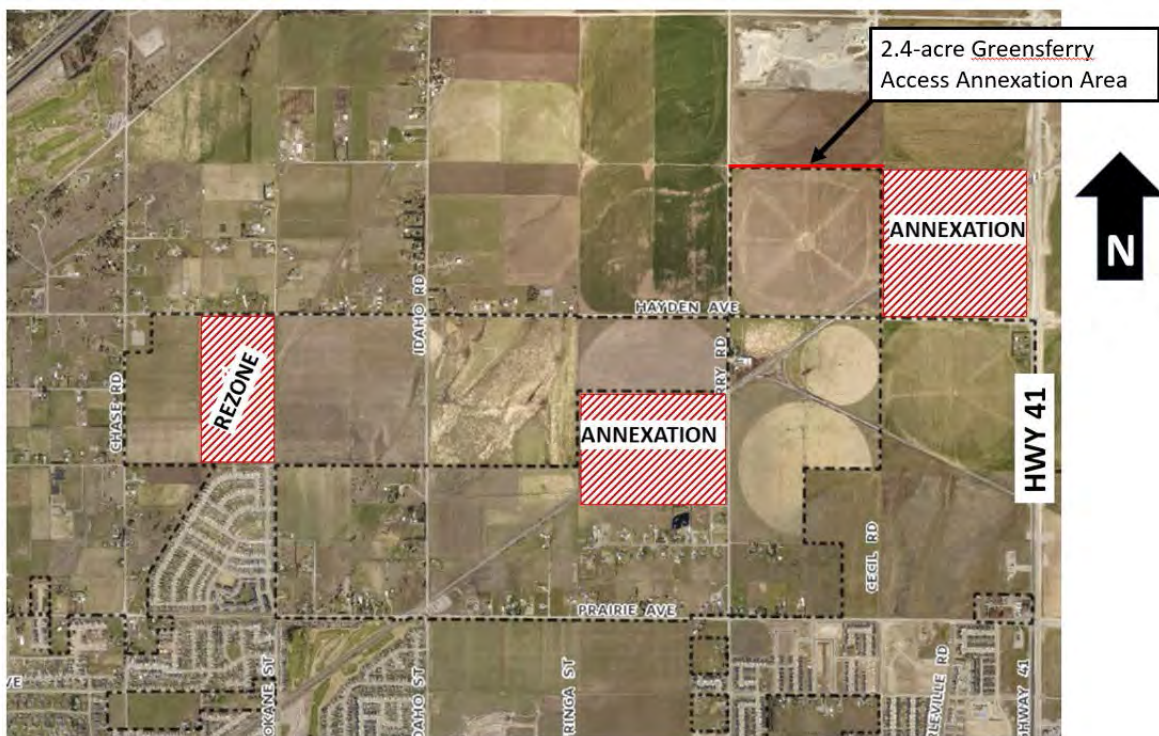
Project Description: Complete the Land exchange proposal as described earlier in the staff report to increase the open space for the preservation of the Rathdrum Prairie and provide developable lands for the Jacklin Land Company. Per the terms of the purchase and sale agreement, this exchange is contingent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

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

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

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

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

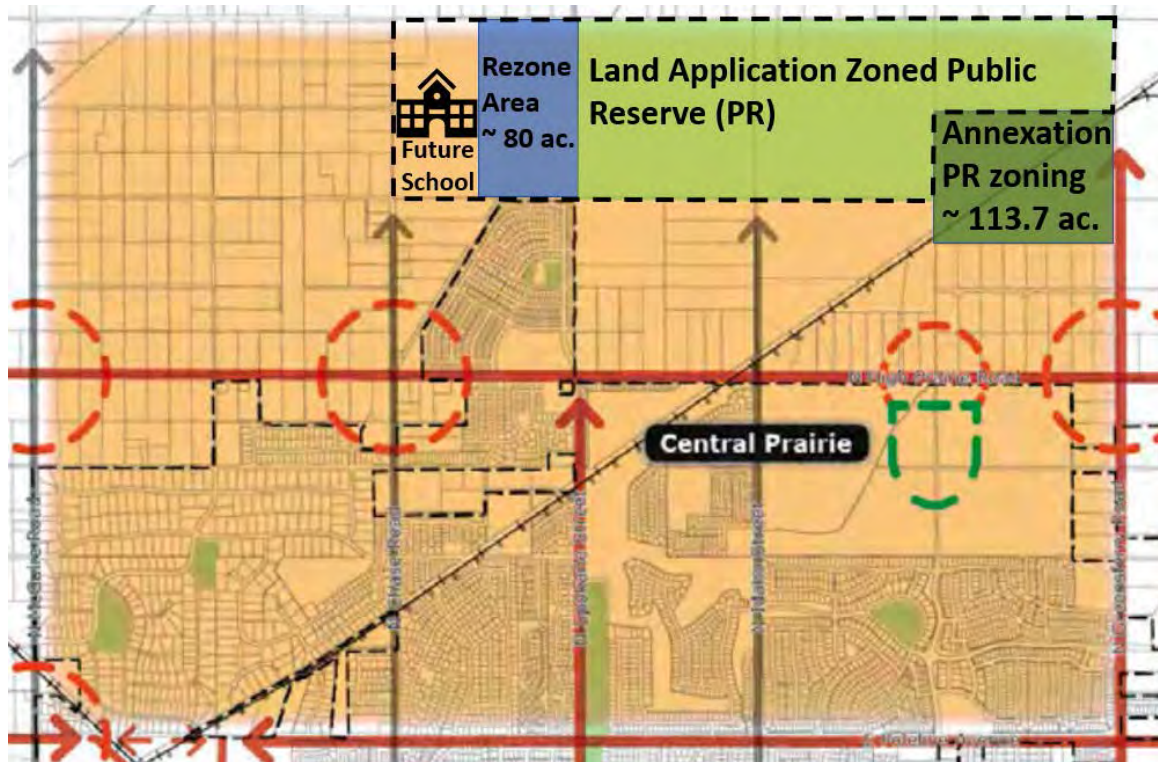
ZONE CHANGE REVIEW CRITERIA

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

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

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

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



The Central Prairie Focus Area states the following:

With land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;

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

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

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

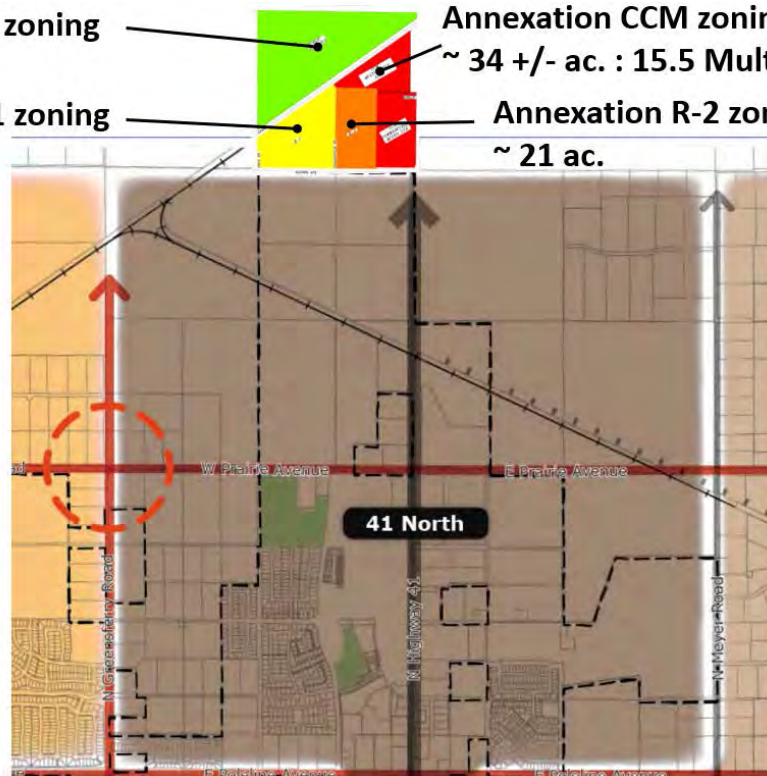
Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections.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

Annexation PR zoning
~ 62.04 ac.

Annexation R-1 zoning
~ 28.1 ac.

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

Annexation R-2 zoning
~ 21 ac.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

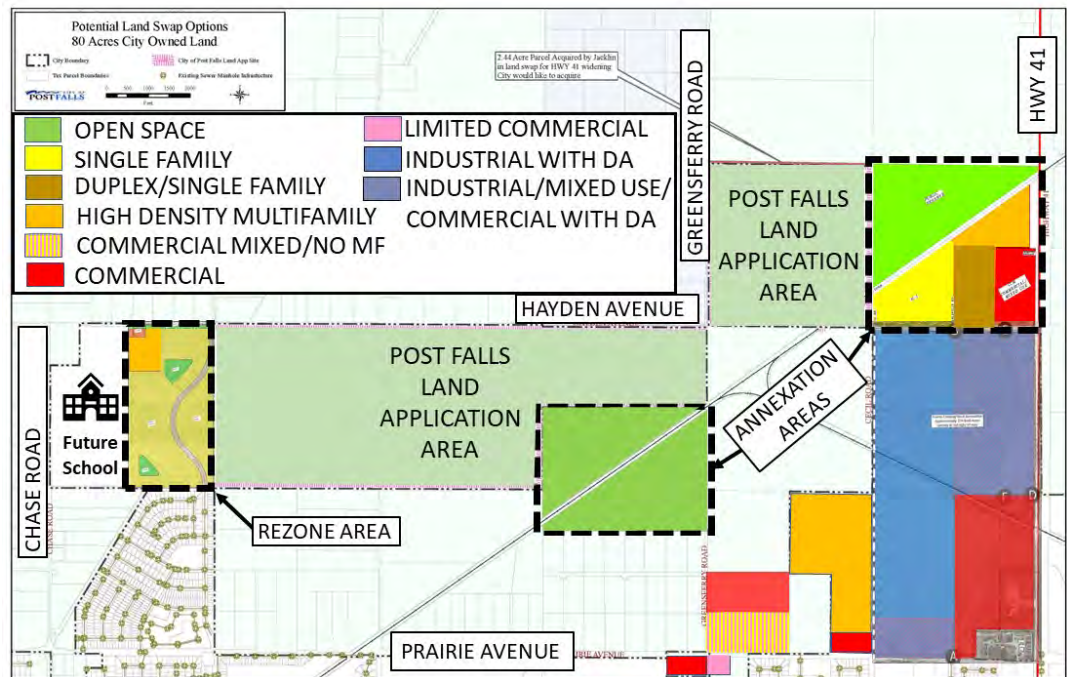
- Foster the long-term fiscal health of the community;
Staff Comment: Additional housing and commercial may help further long-term fiscal health of the community by provide living accommodations and commercial services to current and future workforce within the City.
- Maintain and enhance resident quality of life;
Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Single family homes have proven to still be in high demand in our community.
- Promote compatible, well-designed development;
Staff Comment: Development will be required to meet City design standards for the proposed commercial and multi-family residential uses.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plan prior to public hearing.

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

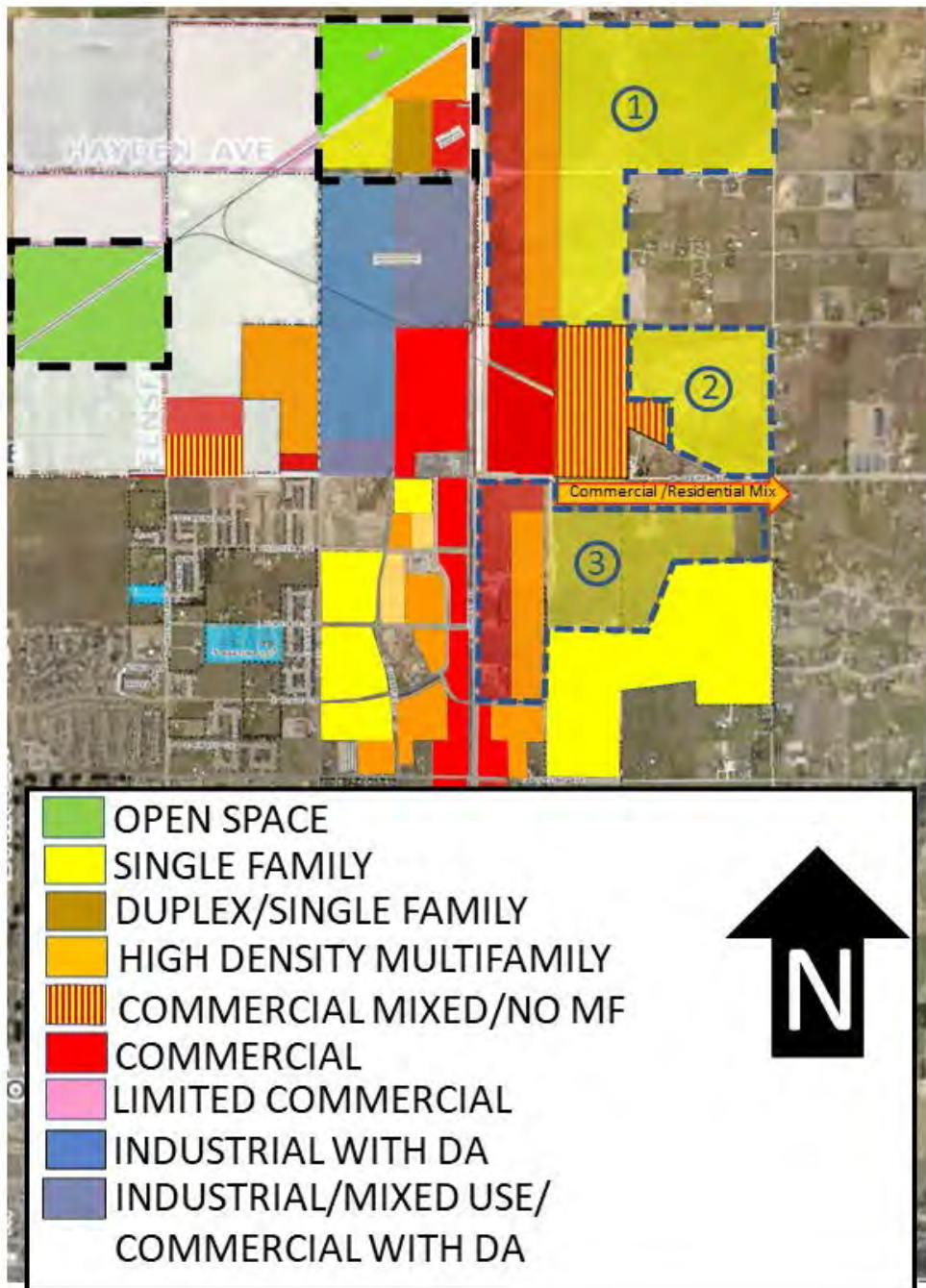
- Future land use mapping;
Staff Comment: This is addressed by the first review criteria in Section A of this report.
- Compatibility with surrounding land uses;
Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential or other open space areas in nature. The following two (2) images depict the potential compatibility with the existing and potential future land uses. Additionally, the color scheme within these images have been normalized to be communicate potential consistency with approved Development Agreements (DA) and established Zoning.

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

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



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



- Infrastructure and service plans;

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

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

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

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

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

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

- Existing and future traffic patterns;

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

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

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

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

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

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

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

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

- Surrounded by incorporated areas;

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

Lands would be in a County “island”.

- That support increased development intensity near the urban core.

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

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

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

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

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

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

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

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

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

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

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

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

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

- Studies that evaluate environmental and public service factors;

Staff Comment: No known environmental studies have been conducted. However, Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. This proposal increases the amount on of prairie preserved for future land application by 98 acres.

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

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

- Comprehensive plan goals and policies.

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

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

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

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

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

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

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

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

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

Streets/Traffic:

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

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

Water and Sanitary Sewer:

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

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

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

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

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

Community Plans: None

Geographic/Natural Features:

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

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

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

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

Staff Comment: the less intense uses being proposed would be as they proceed farther away from the higher intensity urban activity.

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

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

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

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

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

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Annexation Application
Exhibit A-1b	Zone Change Application
Exhibit A-2a	Annexation Thompson Narrative
Exhibit A-2b	Zone Change Narrative
Exhibit A-3a	Satchwell Narrative
Exhibit A-3b	Zone Change Preliminary Layout
Exhibit A-4a	Thompson Conceptual Development Plan
Exhibit A-4b	Zone Change Legal
Exhibit A-5	Thompson_Satchwell Legal Description
Exhibit A-6a	Thompson_Satchwell Exhibit Maps
Exhibit A-6b	Zone Change Auth Letter
Exhibit A-7	Zone Change Title Report
Exhibit A-8	Thompson_Satchwell Auth Letter
Exhibit A-10	Satchwell Title Report
Exhibit A-11	Thompson Title Report

Staff Exhibits:

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

Testimony:

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

Annexation · 362 – THOMPSON SATCHWELL

 **Expiration Date**

Active



ANNX-22-14



Details

Submitted on Dec 16, 2022 at 11:54 am



Attachments

21 files



Activity Feed

Latest activity on Mar 16, 2023



Applicant

Raymond Kimball



Location

Point Location: 47.7524, -116.9223

Timeline



Add New ▾

Fee Payment

Waived Dec 19, 2022 at 2:01 pm

Completeness Review

Completed Dec 20, 2022 at 3:27 pm

 Dec 23 



GIS Review

Completed Dec 21, 2022 at 3:30 pm



Completeness - Legal Review

In Progress

 Dec 23 

Polygon Creation

Review



Maps Created

Review



Draft Development Annexation Agreement

Review



Planning Development Review

Review



Staff Report

Review



Engineering Additions

Review



Parks Additions

Review



Wastewater Additions

Review



Planning Review (Staff Report)

Review



Legal Review of Annexation Agreement

Review



Planning Review of Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Schedule P&Z

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Council Memo

Review



Notices for Council

Review



Site Posting

Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



🔒 Mailing Fees

Number of Mailings

Designated Project Name

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Engineer

Description of Project/Reason for Request *

Satchwell Annexation-121 acres

Existing Zoning *

County Ag/Rural

Adjacent Zoning *

City PR/ County Ag/Rural

Current Land Use *

Agricultural

Adjacent Land Use *

Agricultural/Large Lot Residential

Owner Information

Name *

Jacklin Land Company, LLLP

Company

Phone *

208.773.6745

Email *

tag@riverbendcp.com

Address *

4752 W. Riverbend Ave

City, State, Zip Code

Application Certification

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



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

Raymond Kimball
Dec 16, 2022

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

 **Expiration Date**

Active



ZC-22-7



Details

Submitted on Dec 19, 2022 at 8:37 am



Attachments

8 files



Activity Feed

Latest activity on Jan 9, 2023



Applicant

Raymond Kimball



Location

Point Location: 47.7552, -116.9509

Timeline

Add New ▾

Application & Mailing/Notice Fees

Waived Dec 21, 2022 at 4:50 pm

Completeness Review

Completed Dec 23, 2022 at 12:47 pm

Dec 28

GIS Review

Completed Jan 4, 2023 at 9:21 am

Dec 28

Planning Review

In Progress

Dec 23

Staff Report

In Progress



Polygon Creation

Review



Maps Created

Review



Engineering Review

Review



Parks Review

Review



Waste Water Review

Review



Legal Review

Review



Schedule Planning and Zoning Hearing

Review



Notice

Review



Site Posting

Review



Zoning Recommendation

Review



Consent Agenda

Review



Council Memo

Review



Planning Review

Review



Schedule Council Hearing

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Ordinance

Review



Engineering Review

Review



Planning Review

Review



Ordinance/Consent Agenda

Review



Route Approved Documents

Review



Mailing Fees

Number of Mailings

Applicant Information

Applicant Type *

Contract Buyer

Applicant Name *

Jacklin Land Company, LLLP

Phone *

208.773.6745

Email *

tagj@riverbendcp.com

Address *

4752 W. Riverbend Ave

City, State & Zip Code

Post Falls, ID 83854

Owner Information

Name *

City of Post Falls

Company

Phone *

208.773.4235

Email *

jmanley@postfalls.gov

Address *

408 N. Spokane Street

City, State & Zip Code

Post Falls, ID 83854

Amendment Information

New Field

Description of Project/Reason for Request *

North Crown 80 acre Zone Change

Tax Parcel Number

P-0000-022-2900

Existing Zoning

Public Reserve

Adjacent Zoning

County Ag/Rural, SC3

Current Land Use

Agricultural

Adjacent Land Use

Single Family Residential/Agricultural

Application Certification

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

✔ Raymond Kimball
Dec 16, 2022

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

✔ Raymond Kimball
Dec 16, 2022



Whipple Consulting Engineers, Inc.

Thompson North/South Annexation

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

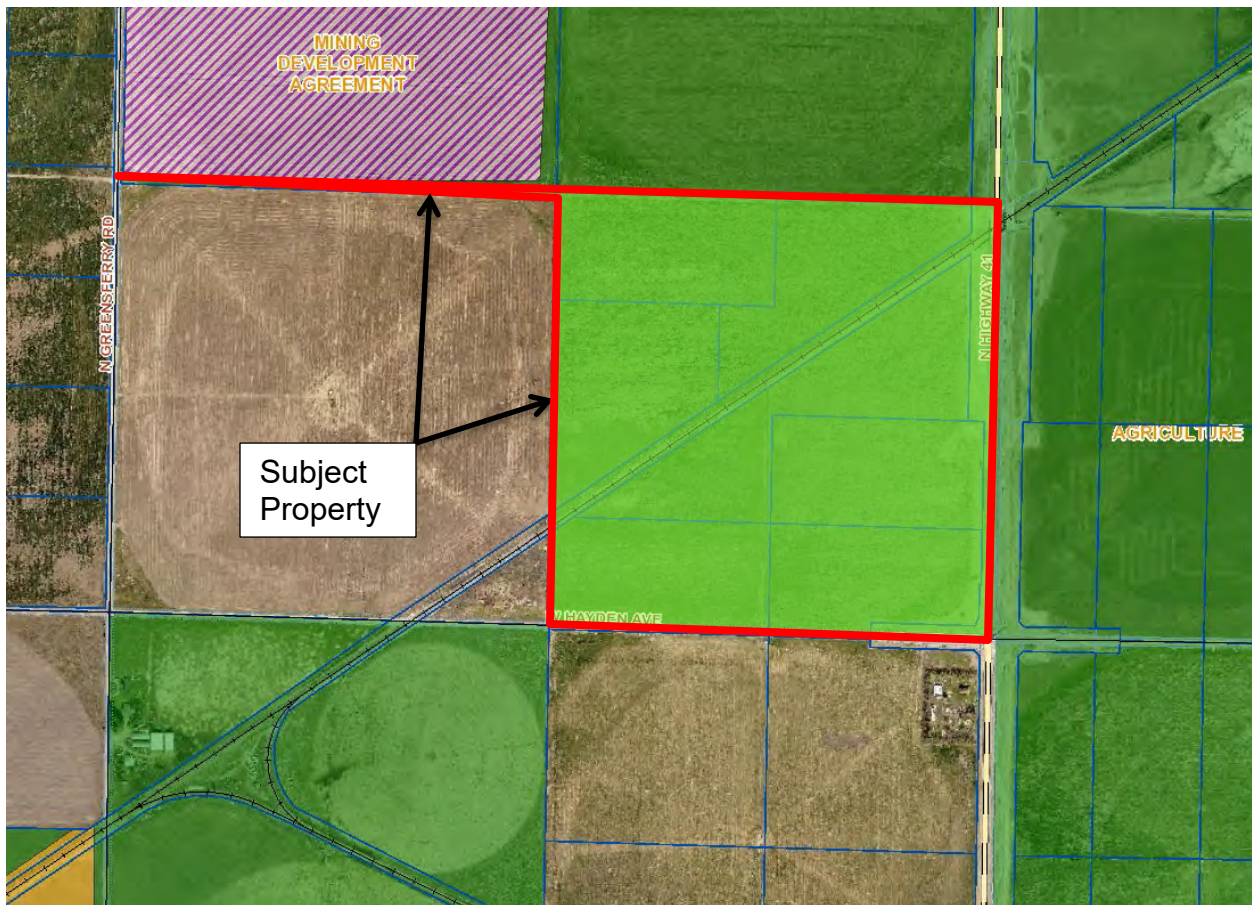


Figure 1: Vicinity Map

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

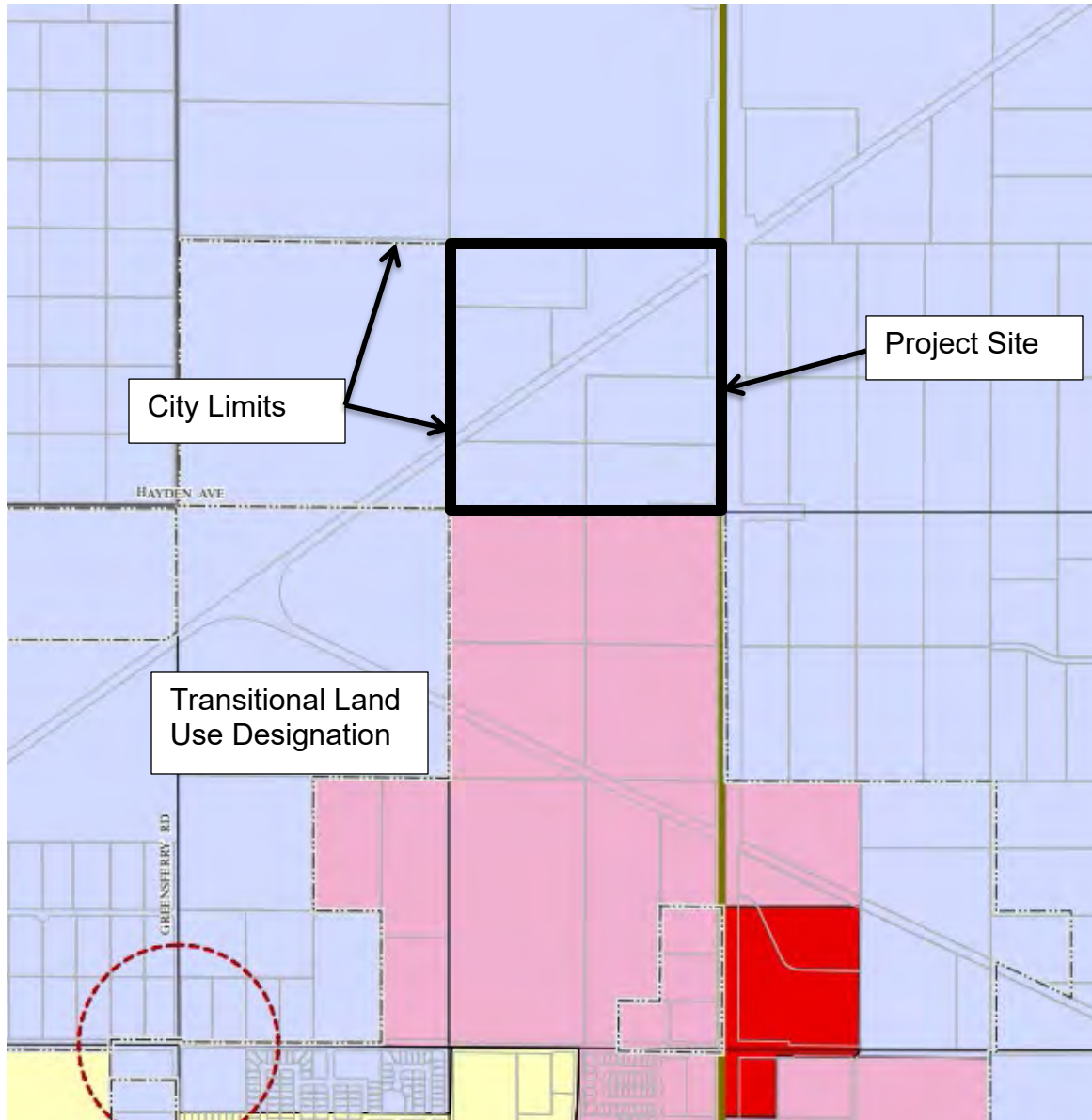









Figure 2: Future Land Use Map

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

Zoning:

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

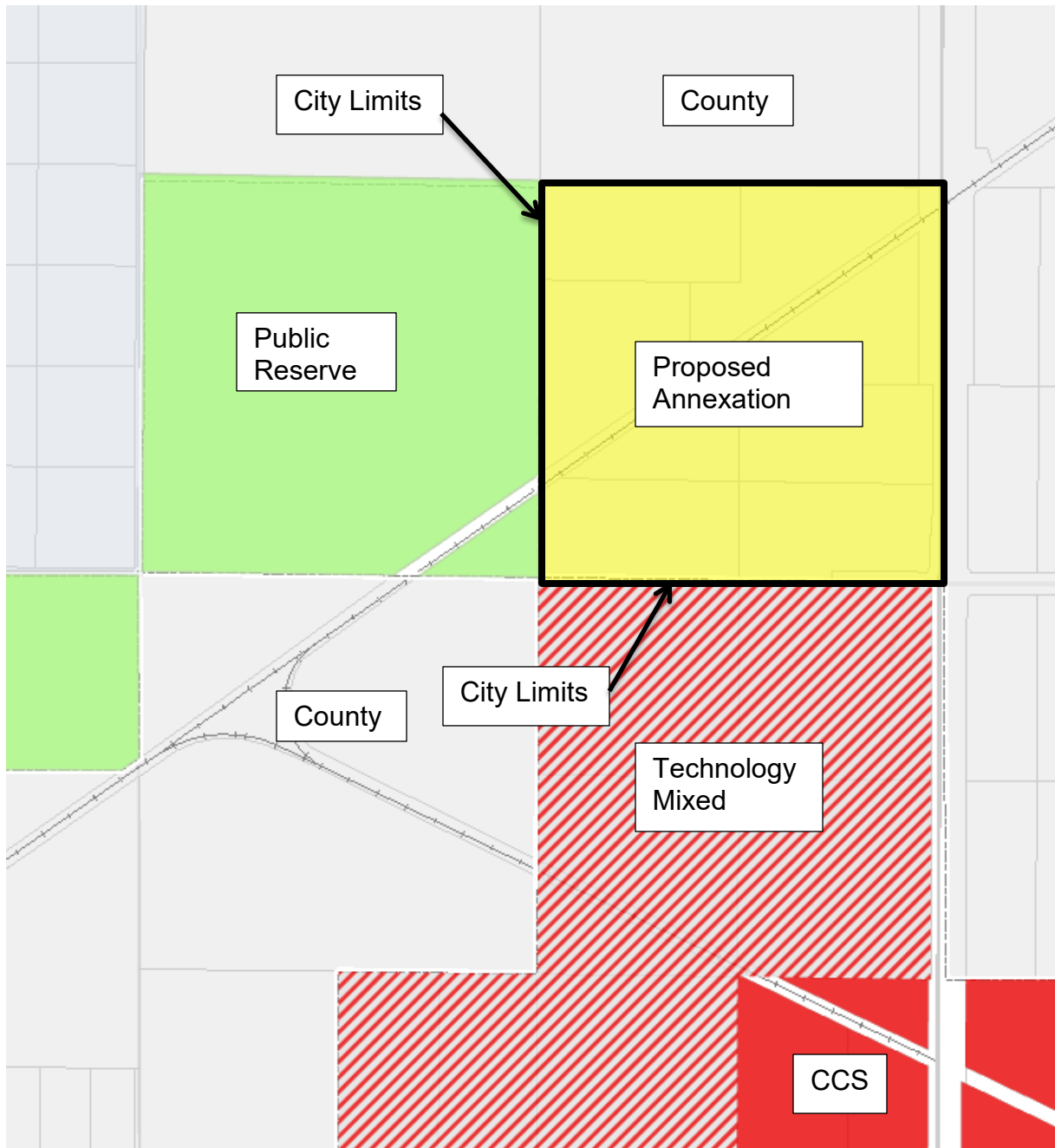


Figure 3: Zoning Map

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

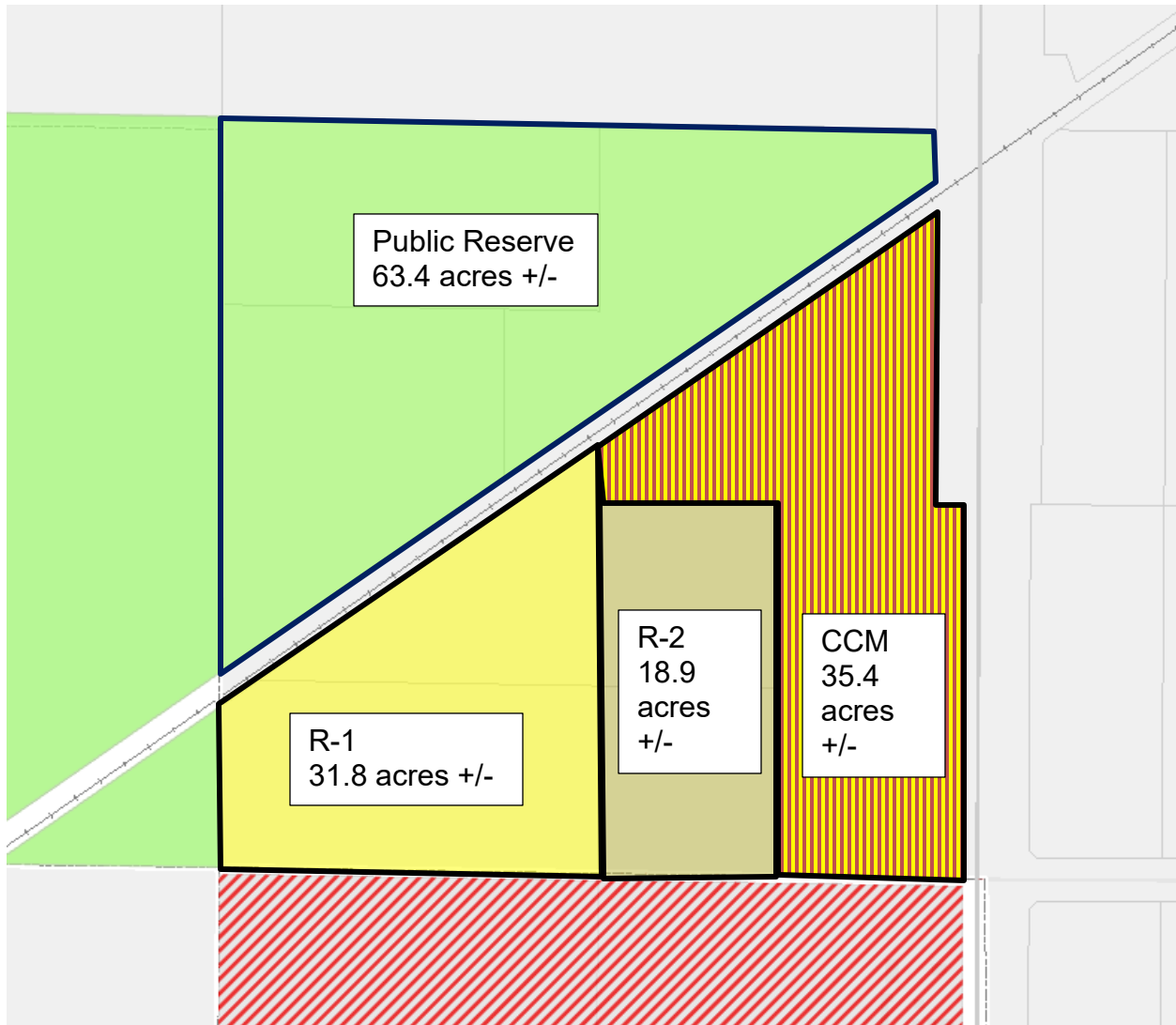


Figure 3: Proposed Zoning

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

Comprehensive Plan Analysis:

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

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

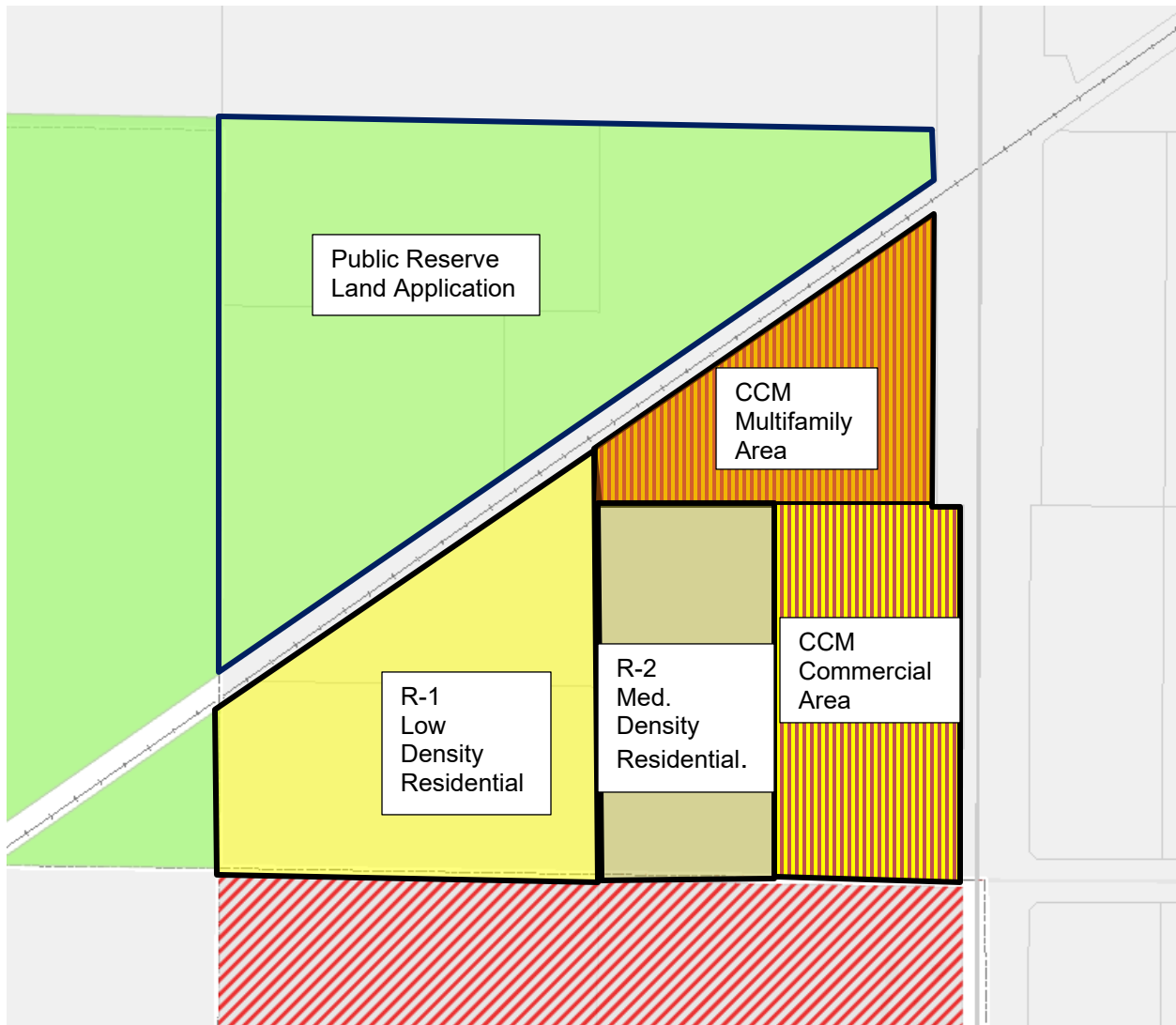


Figure 4: Proposed Future Land Use

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

to the east and west.” The proposed zoning attempts to replicate that development pattern in such a way as to provide a vibrant and sustainable pattern of development, all while preserving over 60 acres of land for green space as public reserve.

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

Land Use Goals:

G.01. Grow and Sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

The proposed zoning mix provides for not only a diversified tax base, but also economic diversity wherein it will create a commercial job center and business base in close proximity to residential properties.

G.03. Maintain and improve Post Falls’ small-town scale, charm, and aesthetic beauty.

This goal mentions the inherent value of “open space prairie” as a vital part of the charm and character of the City of Post Falls. It encourages thoughtful expansion providing urban growth in appropriate areas and maintaining walkable, small lot residential development patterns. The development along the Highway 41 corridor provides for thoughtful urban growth that capitalizes on existing and future traffic patterns. The residential development component provides for the walkable residential neighborhood in close proximity to goods and services. The public preservation of over 60 acres of open space prairie also works towards achieving this goal.

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

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

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

The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of a mixture of available lots/homes which in turn supports the community need for a variety of housing. The proximity of that housing to the proposed commercial zoning lessens the impact on transportation infrastructure by placing homes closer to the goods and services required by those who live there.

Land Use Policies:

P.01. Support land use patterns that:

- *Promote compatible, well-designed development.*
- *Implement goals and policies of the comprehensive plan, related plan and/or facility plans.*

The proposed zoning promotes a master plan wherein the mix of available uses will both promote and encourage a well designed development patterns.

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

- *Future Land Use Mapping*
- *Compatibility with surrounding uses*
- *Existing and future traffic patterns*
- *Goals and Policies of the comprehensive plan, related master plan and/or facility plans*

The proposed zoning is consistent with the goals and policies of the comprehensive plan as described herein. The zoning is consistent with the future land use map and development patterns in the Highway 41 corridor. The focus of the commercial zoning at the intersection of Hayden Avenue and Highway 41 promotes development of a commercial node at a high volume intersection. The residential zoning surrounding the commercial zoning will provide support for the commercial enterprises at that location. The public reserve zone adjoins other public reserve and will continue as an agricultural use.

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

The close proximity of the proposed residential zones/uses to the commercial zone/use on the corner of Hayden Avenue and Highway 41 will provide for the potential to develop services within walking distance of those homes.

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

The proposed mix of zoning does exactly what this policy prescribes. The mix of residential and commercial zoning provides the mixed-use development pattern along Highway 41 and the pedestrian sidewalk and pathway network that will accompany the development will encourage pedestrian oriented walkability between and within those use categories.

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

The location of the commercial zoning and the potential associated commercial shopping center at the intersection of Highway 41 (Principal Arterial) and Hayden Avenue (Major Collector) meets this policy.

P.06. Encourage residential development patterns typically featuring:

- *Housing that faces the street edge*
- *An interconnected grid or small block streets network*
- *Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting.*

- *Development and utilization of alleys for parking and service areas*
- *Vertical and horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.*

The proposed R-1 zoning district will feature a development pattern that includes homes facing the streets, an interconnected grid of streets that are designed for aesthetic appeal and will include sidewalks, lighting, and street trees. The R-2 zoning district has the potential to utilize the smaller alley loaded type of housing where the homes face an open space. The proposed CCM zoning district allows for a horizontal mixed use of multifamily and commercial immediately adjacent to Highway 41.

P.07. Encourage the development of off-corridor access and circulation for commercial and mixed use areas abutting limited access arterials.

The development of the properties will extend the 1/8th mile, ¼ mile, and ½ mile backage road system and access from Highway 41 will be limited to currently permitted access point located ¼ mile north Hayden Avenue.

P.20. Consider location of multifamily development in areas that:

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

The proposed multifamily component of the CCM zoning is located such that it is adjacent to Highway 41, which is a principal arterial, and will gain access from the ¼ mile backage road which is considered a collector. The north side of the multifamily will be next to the railroad tracks, which is generally considered a compatible use to high density residential, and the land across the tracks is expected to remain agricultural in use as a reclaimed water land application site. The multifamily is also a part of a mixed use/master planned community wherein adjoining zoning districts and uses are intended to blend together.

Conclusion:

The proposed annexation and zoning is supported by the comprehensive plan as outlined in this narrative. As such, we are requesting approval of the annexation of the property as presented.



Whipple Consulting Engineers, Inc.

North Crown Zone Map Amendment
Supplemental Narrative

As described in the primary narrative, the intent is to develop the property consistent with the residential mixed zoning. This zoning requires that 7% of the total land be set aside for open space and that multifamily uses be limited to 20% or less of the total gross land area. Similarly, Neighborhood commercial/office uses cannot exceed 10% of the total gross area.

The property consists of approximately 83 acres, inclusive of the existing prescriptive right of way for Hayden Avenue. Right of way will be dedicated for Hayden Avenue at the time of subdivision, but for the purposes of the zoning, it is the intent to use the gross acreage of 83 acres for computing the required open space and the allowed land area for multifamily and neighborhood commercial uses.

The proposed multifamily area will be limited to half of the allowed area of 16.6 acres and will be located in the Northwest corner of the property along Hayden Avenue. The proposed neighborhood commercial will be limited to one acre, also located at the Northwest corner of the property along Hayden Avenue.

There are two possible configurations of the required open space, both of which are detailed below.

The first configuration would be to build a pair of 2 to 3 acre pocket parks on the property as well as to construct a wide park strip along Hayden Avenue. The strip along Hayden Avenue would include a meandering 10' wide pathway that would interconnect with a pathway/sidewalk network within the future subdivision. It would be constructed at the time of development of the adjoining phase of the future subdivision. For the two pocket parks, one will be located in the northern half of the property, and one in the southern half. They will include amenities consistent with typical active parks of that size and will be owned and maintained by the homeowner's association. This Configuration is shown on the attached Zone Map Amendment Exhibit.

The second configuration intended to satisfy the open space requirement would be a potential unique partnership between the developer, the City, and the Post Falls School District wherein approximately 5 acres of the development would be set aside to accommodate an elementary school. That school would be located near the Southwest corner of the property. A condition of this partnership would be that the School District allows public use of the playground and other recreational facilities during off school hours. The remainder of the open space required by the development agreement would consist of the park strip along Hayden Avenue as detailed in the first configuration in addition to a pocket park located on the northern part of

the property, both of which would be owned and maintained by the homeowners association. This proposed configuration is based on a preliminary discussion between the developer and the Post Falls School District and the details would need to be negotiated and finalized after a successful zone map amendment. If a partnership cannot be successfully negotiated and finalized, the developer would proceed with the first configuration detailed above.



Whipple Consulting Engineers, Inc.

Satchwell Annexation

The site of the proposed annexation is located in the East Half of Section 23, T51N, R5W on the west side of Greensferry Road between Prairie Avenue and Hayden Avenue. The property consists of one parcel, split by railroad right of way and is currently being farmed. The applicant is requesting a Public Reserve (PR) zoning. See below for a Vicinity Map.

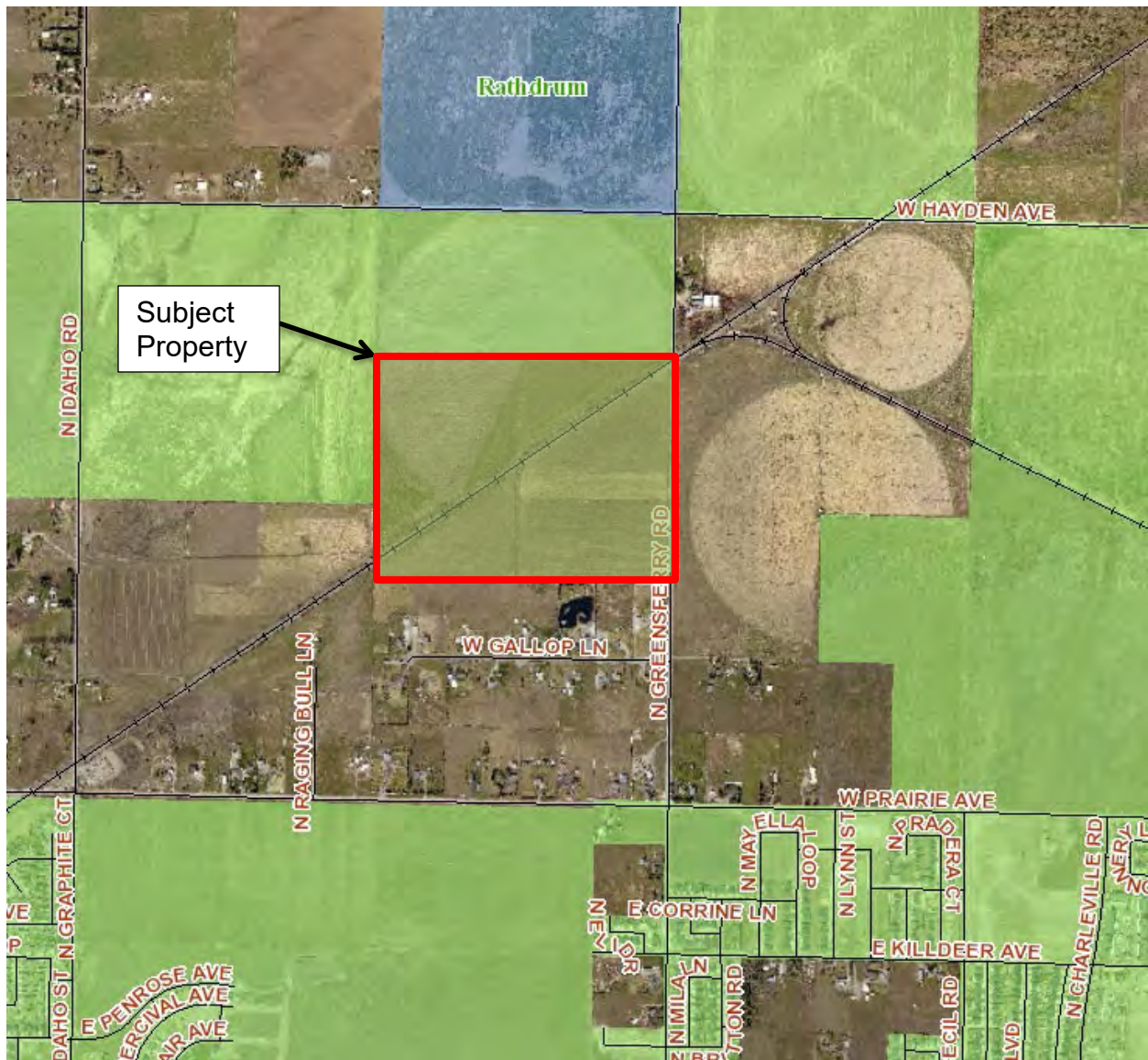


Figure 1: Vicinity Map

The subject property totals approximately 121 acres consisting of a single parcel, road right of

way, and railroad right of way. The City of Post Falls water reclamation land application area adjoins the property to the north and west. An agricultural field is located across Greensferry Road to the East, and there are eight residences adjoining the property to the south. The property is bisected diagonally by the Union Pacific Railroad.

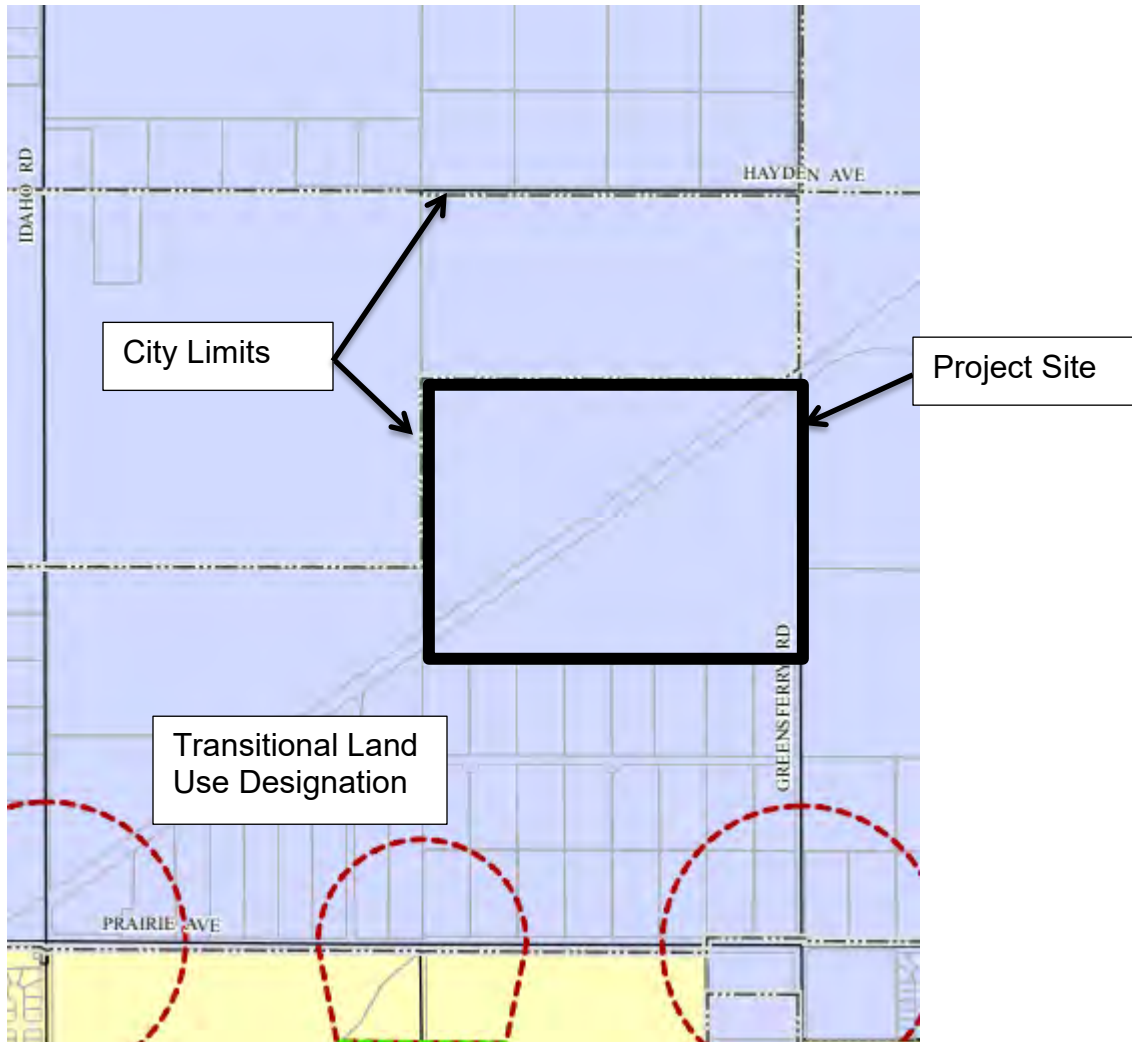









Figure 2: Future Land Use Map

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

Zoning:

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

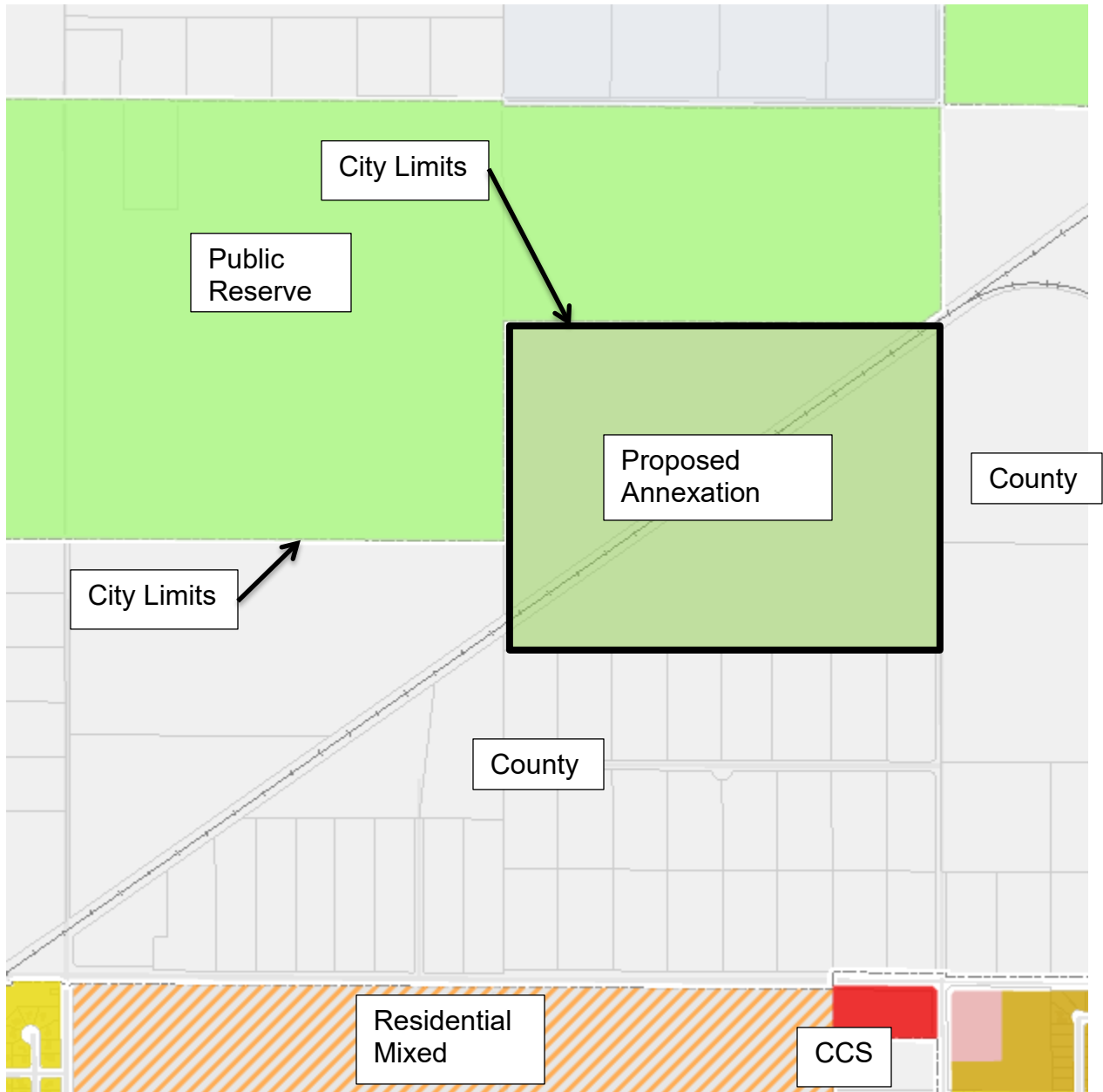


Figure 3: Zoning Map

The proposed annexation is intended to be zoned public reserve and will function as future land

application area for the City's water reclamation division.

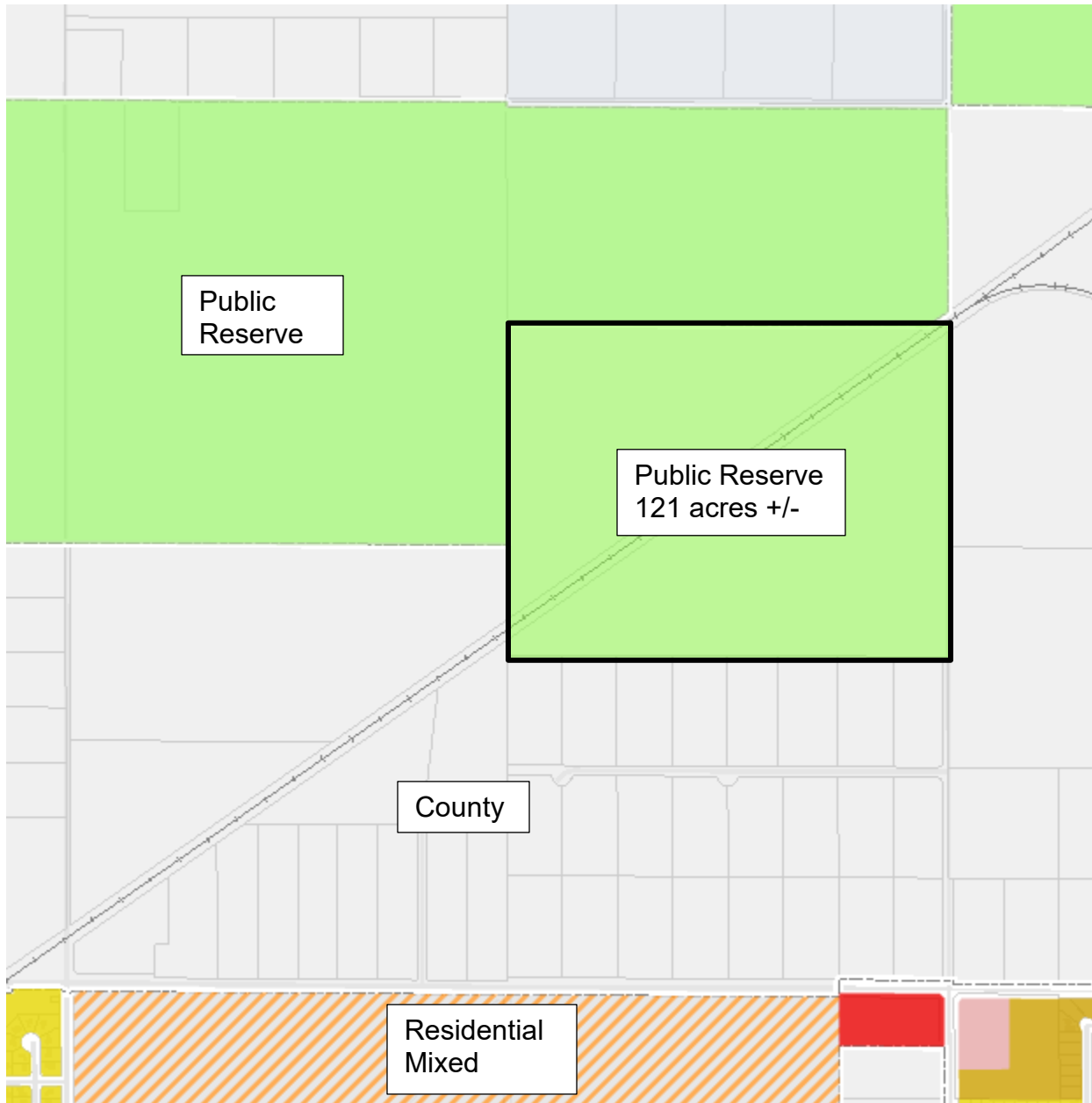


Figure 3: Proposed Zoning

Comprehensive Plan Analysis:

This property is located within the Central Prairie focus area, which envisions a variety of housing types and land uses. The proposed land use associated with the annexation will be public reserve where the property remains agricultural in use and will eventually become part of the City's water reclamation land application area.

Figure 4: Proposed Future Land Use

The 41 North focus area envisions “...*regional retail, residential, and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower intensity residential development expected to occur to the east and west.*” The proposed zoning attempts to replicate that development pattern in such a way as to provide a vibrant and sustainable pattern of development, all while preserving over 60 acres of land for green space as public reserve.

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

Land Use Goals:

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

As the City of Post Falls grows, so does the need to preserve area for land application of the City’s reclaimed water. The annexation and zoning of this property as Public Reserve preserves the City’s ability to use the land for that purpose. As the prairie develops, the preservation of agricultural land for this purpose becomes critical in so far as to ensure the City’s long term ability to treat and reclaim its wastewater.

G.09. *Protect and enhance Post Falls’ scenic and natural areas for present and future generations.*

The annexation of this property and subsequent zoning as Public Reserve will preserve prairie land for both current and future residents of the City to enjoy for generations to come.

G.15. *Maintain and Improve the City’s water and sewer infrastructure, anticipating future need regarding population and regulatory conditions.*

The intent of this annexation and zoning, upon completion, is to execute a multi-parcel land swap between the applicant and the City wherein the City acquires over 80 acres of additional land application area for irrigation of reclaimed wastewater. This action will support the City’s future need for such land.

Conclusion:

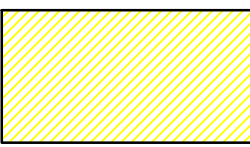

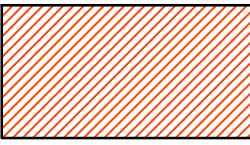
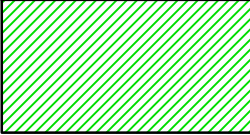
The proposed annexation and zoning is supported by the comprehensive plan as outlined in this narrative. As such, we are requesting approval of the annexation of the property as presented.

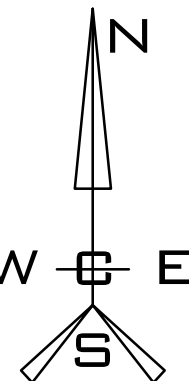
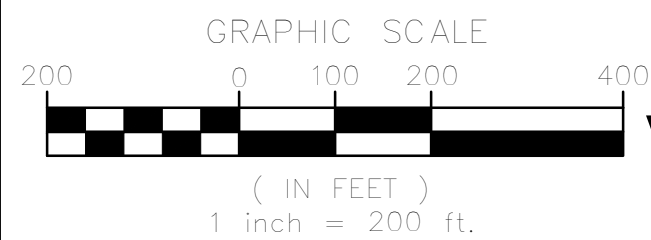
ZONE MAP AMENDMENT EXHIBIT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

-  SINGLE FAMILY RESIDENTIAL
-  MULTI FAMILY RESIDENTIAL (8.3 ACRES MAX)
-  NEIGHBORHOOD COMMERCIAL (1.0 ACRE MAX)
-  PARK/OPEN SPACE (6.8 ACRES MIN)



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

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RK/WAL
REVIEWED BY: RK

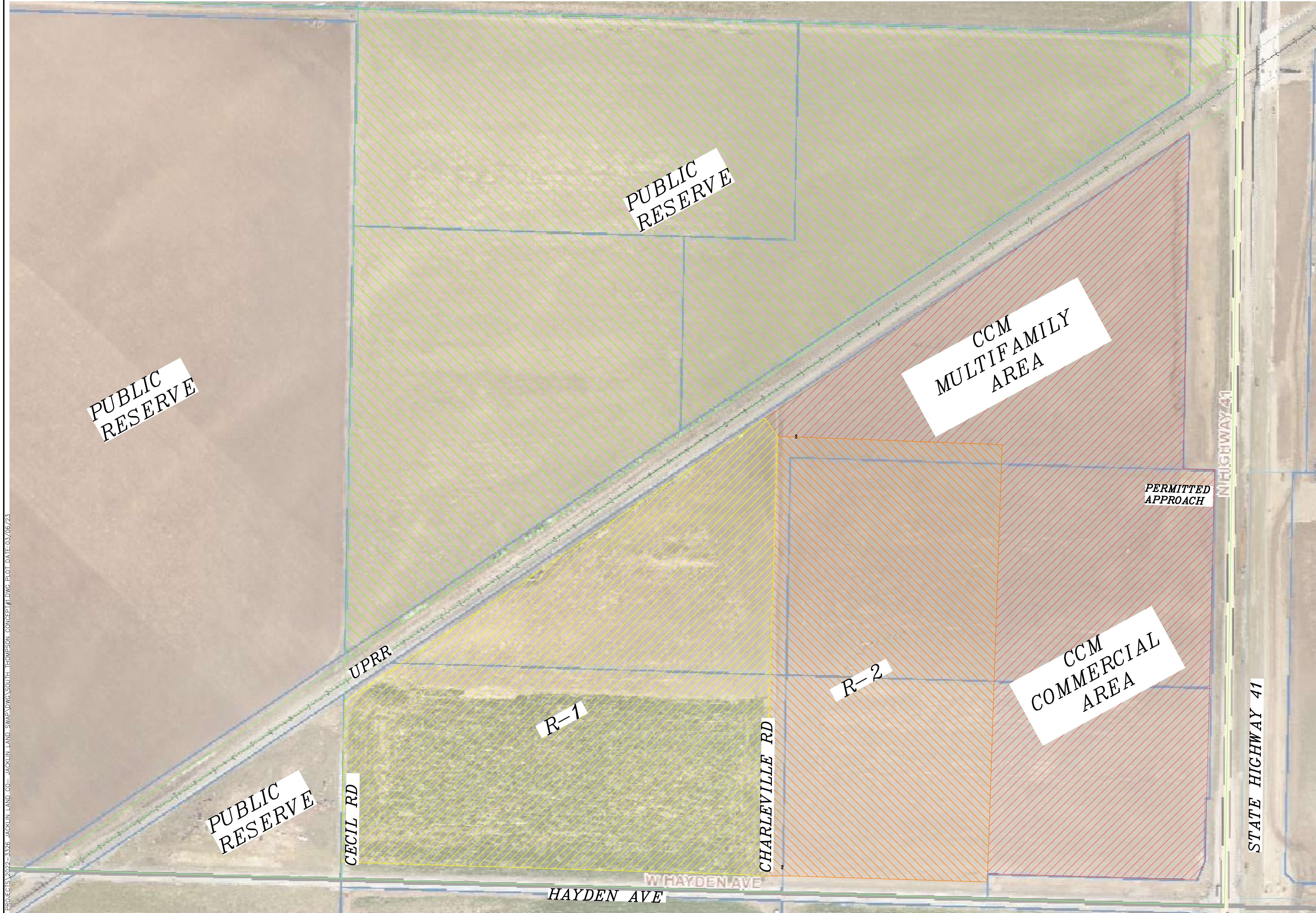
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STRUCTURAL	
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TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	

**NORTH CROWN
PROPERTY
ZONE CHANGE EXHIBIT**

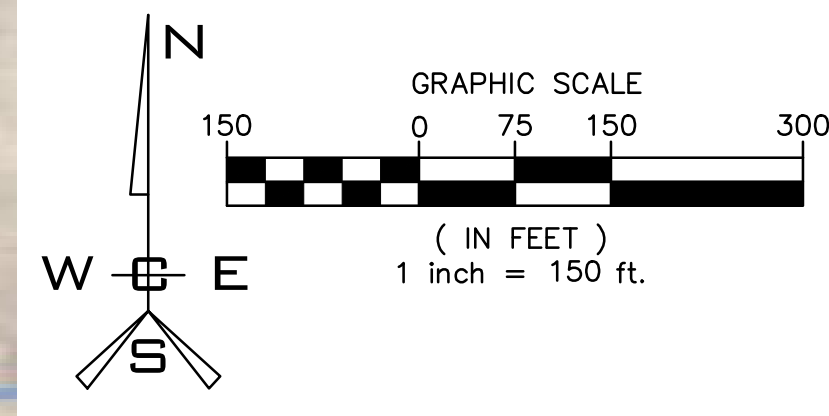
**SHEET
1 OF 1**

JOB NUMBER
22-3326

SE $\frac{1}{4}$, SEC.13, T.51N., R.05W., B.M.
THOMPSON ANNEXATION
CONCEPT DEVELOPMENT PLAN
 LOCATED IN THE SE 1/4 OF
 SEC 13, TOWNSHIP 51N, RANGE 05W, B.M.
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	COUNTY
EXISTING ZONING	R1/R2/CCM
PROPOSED ZONING	83 ACRES SOUTH OF TRACKS
PROJECT AREA (ac)	TBD
NUMBER OF SF LOTS	TBD
NUMBER OF TOWNHOME LOTS	TBD
NUMBER OF APARTMENT UNITS	240 MAX
CCM ACORAGE	35+/-
AVERAGE LOT AREA (SF)	ROSS POINT
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	KOOTENAI FIRE AND RESCUE
FIRE DEPARTMENT	NAVD 88
DATUM	TBD
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	TO BE DETERMINED
OTHER PURVEYORS	



P:\WCE_WORK\2022\WCE_PROJECTS\2022\3326 JACKLIN LAND SWAP\DWG\South Thompson Concept\DWG_PLOT_DATE:03/06/23

NAVD - 88
 XXX

NO.	DATE	BY	REVISIONS

SCALE:
 HORIZONTAL:
 1"=50'
 VERTICAL:

PROJ #: 22-3326
DATE: 10/17/22
DRAWN:
REVIEWED: RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER



THOMPSON ANNEXATION
CONCEPT DEVELOPMENT PLAN
HIGHWAY 41
POST FALLS, ID

SHEET
1 OF 1
 JOB NUMBER
22-3326

NORTH CROWN ZONE MAP AMENDMENT LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

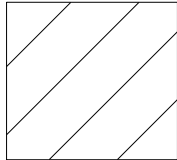
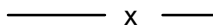

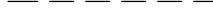

TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 30' THEREOF.

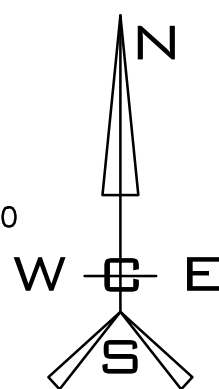
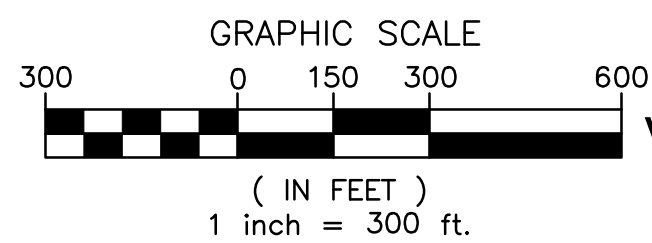
ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

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



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

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RK/WAL
REVIEWED BY: RK

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

**THOMPSON
PROPERTY**
ANNEXATION EXHIBIT

**SHEET
1 OF 1**

JOB NUMBER
22-3326

ANNEXATION EXHIBIT

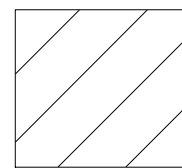
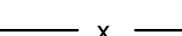

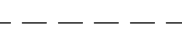
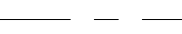
LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

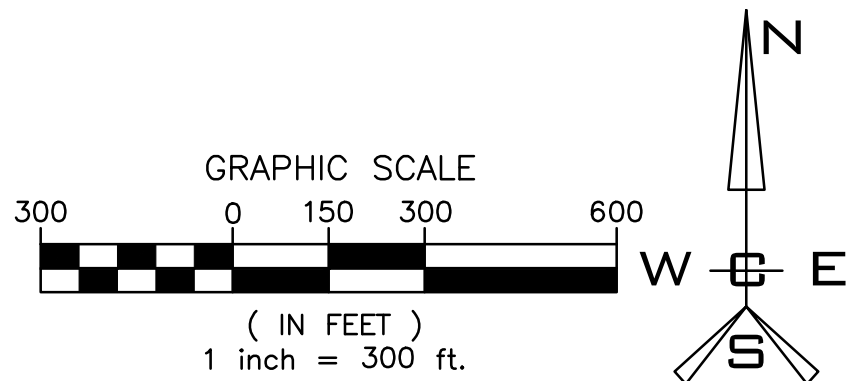
LEGAL DESCRIPTION


THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO.
TOGETHER WITH:
THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST
QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.



LEGEND

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



 WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227	PROJ #: 22-2326 DATE: 12/15/2022 DRAFTED BY: RK/WAL REVIEWED BY: RK	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>CIVIL</td><td></td></tr> <tr><td>STRUCTURAL</td><td></td></tr> <tr><td>SURVEYING</td><td style="text-align: center;">X</td></tr> <tr><td>TRAFFIC</td><td></td></tr> <tr><td>PLANNING</td><td></td></tr> <tr><td>LANDSCAPE</td><td></td></tr> <tr><td>OTHER</td><td></td></tr> </table>	CIVIL		STRUCTURAL		SURVEYING	X	TRAFFIC		PLANNING		LANDSCAPE		OTHER		<h2 style="margin: 0;">SATCHWELL PROPERTY</h2> <p style="margin: 0;">ANNEXATION EXHIBIT</p>	<p>SHEET 1 OF 1</p> <p>JOB NUMBER 22-3326</p>
	CIVIL																	
STRUCTURAL																		
SURVEYING	X																	
TRAFFIC																		
PLANNING																		
LANDSCAPE																		
OTHER																		



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080

December 16, 2022

To Whom It May Concern:

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Stoeser", with a long horizontal flourish extending to the right.

Thomas P. Stoeser, Manager

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 418640

SCHEDULE A

Escrow Officer: -
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement
with the vested owner identified at Item 4 below.**

Total:: \$200.00

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

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

City of Post Falls, an Idaho municipal corporation

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

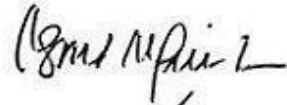
Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

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

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.

Parcel No.: P00000222900
AIN No.: 120581
 - 8. Assessments of the East Greenacres Irrigation District.
 - 9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Spokane Valley Land and Water Company
Purpose: Canal, ditch, pipe, tunnel or other mode of carrying water

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Recorded: April 14, 1905

Instrument No.: [Book 10 of Deeds at Page 97](#), records of Kootenai County, Idaho.

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: Wagon roads and irrigation canal
Recorded: August 27, 1914
Instrument No.: [Book 57 of Deeds at Page 269](#), records of Kootenai County, Idaho.

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: United States of America
Purpose: Water pipeline or conduit and pipeline turnout
Recorded: June 28, 1973
Instrument No.: [Book 262 of Deeds at Page 522](#), records of Kootenai County, Idaho.

12. Reservations of all minerals and water rights, and rights relating thereto, and easements for the purpose shown below and rights incidental thereto, as set forth in a document
Purpose: Driveways, roads, conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities
Recorded: July 20, 1998
Instrument No.: 1546746, records of Kootenai County, Idaho.

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Rathdrum, a political subdivision
Purpose: Sewer utilities
Recorded: January 22, 2009
Instrument No.: [2193460000](#), records of Kootenai County, Idaho.

14. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Rathdrum, a political subdivision
Purpose: Sewer utilities
Recorded: January 22, 2009
Instrument No.: [2193461000](#), records of Kootenai County, Idaho.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Avista Corporation
Purpose: Gas utilities
Recorded: May 2, 2014
Instrument No.: [2454780000](#), records of Kootenai County, Idaho.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative
Purpose: Electrical distribution line
Recorded: November 16, 2016
Instrument No.: [2571772000](#), records of Kootenai County, Idaho.

17. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Avista Corporation
Purpose: Gas line
Recorded: November 16, 2016
Instrument No.: [2571773000](#), records of Kootenai County, Idaho.

18. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded March 12, 2018 in [Book 30 of Surveys at Page 140](#), and Amended Record of Survey recorded January 22, 2020 in [Book 31 of Surveys at Page 245](#), records of Kootenai County, Idaho, including without limitation those described as follows:
 - A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
 - B. City of Rathdrum 15.00 Wide Sanitary Sewer Line Easement
 - C. Avista Corp 10.00 Foot Wide Gas Line Easement
 - D. 15.00 Foot Wide Joint Utility Easement To Include Kootenai Electric Cooperative Electric Line
 - E. Hayden Ave and Idaho Rd rights of way

19. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Avista Corporation
Purpose: Electric and gas facilities
Recorded: November 22, 2019
Instrument No.: [2724233000](#), records of Kootenai County, Idaho.

20. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded May 15, 2020 in [Book 31 of Surveys at Page 333](#), records of Kootenai County, Idaho, including without limitation those described as follows:
 - A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
 - B. Hayden Avenue right of way

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- 21. Easements for and right, title and interest of the public in and to the road rights of way commonly known as Hayden Avenue and Idaho Road, including utilities lying therein or adjacent thereto.

END OF SCHEDULE B

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COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

The Northeast Quarter and the Northwest Quarter, Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

EXCEPTING THEREFROM that portion conveyed to the Spokane Valley Land and Water Company by Deed recorded April 14, 1905 in Book 10 of Deeds at Page 97, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the United State of America, by Warranty Deed recorded July 24, 1972 in Book 257 at Page 645, and re-recorded July 27, 1972 in Book 257, Page 710, records of Kootenai County, Idaho, described as follows:

All that portion of the Northwest Quarter of the Northwest Quarter of Section 22, Township 51 North, Range 5 West, Boise Meridian, included within the following described tract of land:

Beginning at the Northwest corner of said Section 22 and running thence South 88°58' East, 475.0 feet along the North line of said Section 22;

Thence South 01°14' West, 675.0 feet;

Thence North 88°58' West, 475.0 feet to a point on the west line of said Section 22;

Thence North 01°14' East, 675.0 feet along said West line to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion of the West Half of the Northwest Quarter, Section 22, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Northwest corner of said Section 22;

Thence along the West line of said Section 22, South 01°06'12" West a distance of 674.83 feet to the Southwest corner of a parcel of land as described in a Warranty Deed recorded July 24, 1972 in Book 257 at Page 645, and re-recorded July 27, 1972 in Book 257, Page 710, records of Kootenai County, Idaho, said point being the TRUE POINT OF BEGINNING;

Thence along the South and East lines of said Warranty Deed the follows two courses:

1) South 88°57'43" East a distance of 475.00 feet;

2) North 01°06'12" East a distance of 675.00 feet to the North line of said Section 22;

Thence along said North line, South 88°58'58" East a distance of 797.60 feet;

Thence parallel with said West line, South 01°06'12" West, a distance of 2648.37 feet to the South line of said Northwest Quarter;

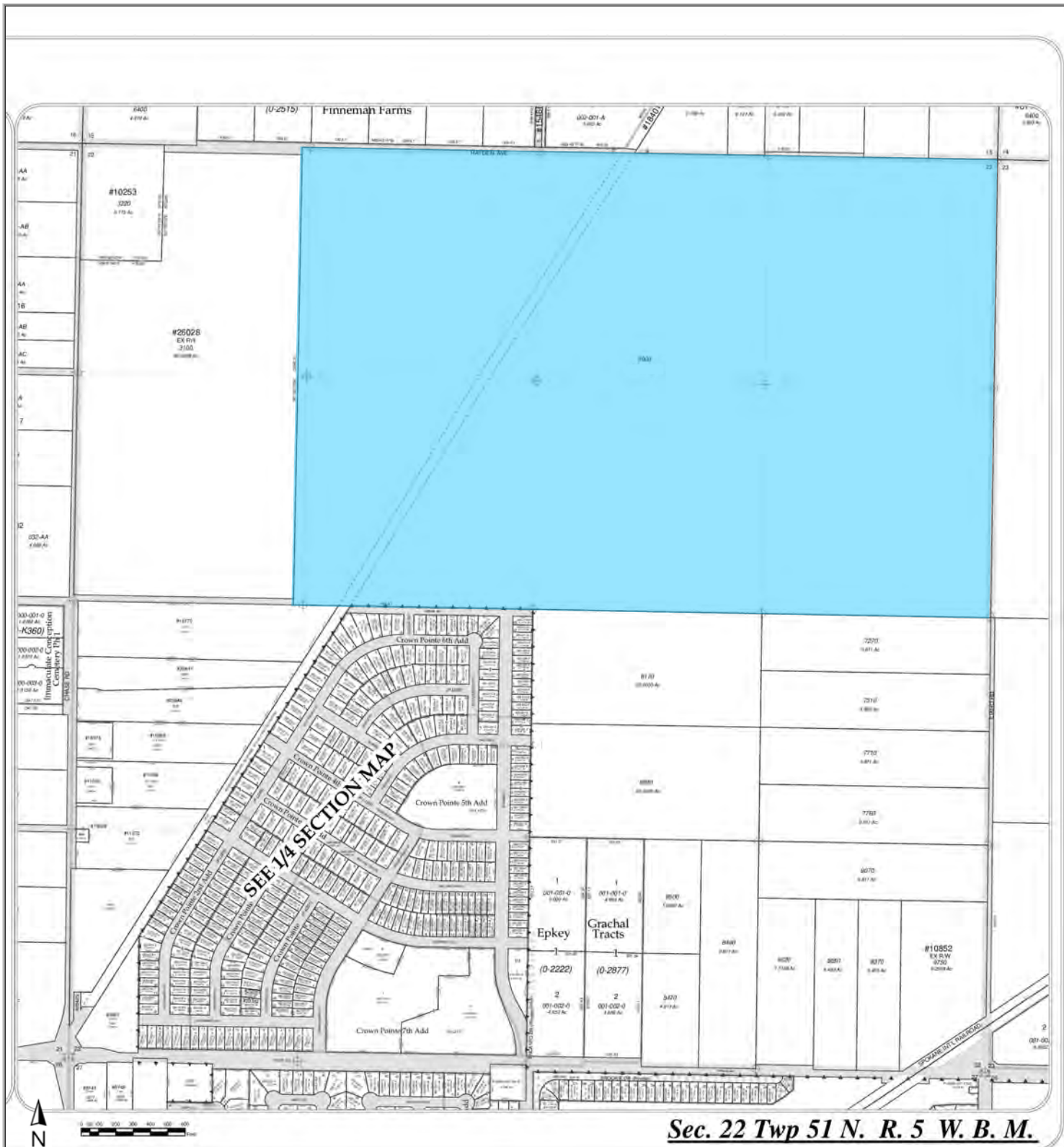
Thence along said South line, North 88°56'43" West, a distance OF 1272.60 feet to said West line;

Thence along said West line, North 01°06'12" East, a diatance of 1972.70 feet to the TRUE POINT OF BEGINNING.

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Sec. 22 Twp 51 N. R. 5 W. B. M.



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

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



4752 W. Riverbend Avenue • Post Falls, ID 83854 (208) 773-6745 • Fax (208) 777-4080

December 16, 2022

To Whom It May Concern:

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Stoeser", with a long horizontal flourish extending to the right.

Thomas P. Stoeser, Manager

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 418639

SCHEDULE A

Escrow Officer: -
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement
with the vested owner identified at Item 4 below.**

Total:: \$200.00

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

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

Jacklin Land Company, LLLP, an Idaho limited liability limited partnership

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

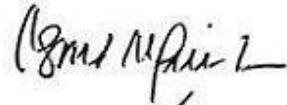
Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following address to be associated with the Land described herein:

NNA Greensferry Rd
Post Falls, ID 83854

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

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

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.
 - 8. An Agreement, including the terms, conditions, covenants, provisions and licenses set forth therein; and a well and pipeline disclosed thereby, and any rights and/or easements related thereto
Between: Spokane International Railroad Company
And: Roy C. Satchwell et al
Recorded: July 6, 1976
Instrument No.: [704367](#), records of Kootenai County, Idaho

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Avista Corporation
Purpose: Electric transmission, distribution, communication lines, poles, down guys and anchors
Recorded: June 23, 2009
Instrument No.: [2218079000](#), records of Kootenai County, Idaho.

10. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded November 19, 2010 in [Book 26 of Surveys at Page 473](#), records of Kootenai County, Idaho, including without limitation those described as follows:
 - A. Greensferry Rd and Spokane Int'l Railroad rights-of-way

11. Easements for and right, title and interest of the public in and to the road right of way commonly known as Greensferry Road, including utilities lying therein or adjacent thereto.

12. Notwithstanding Paragraph 4 of the insuring clauses of the Policy, the Policy does not insure against loss arising by reason of any lack of a right of access to and from the Land.

Affects that portion of the Land lying North of the railroad right-of-way.

END OF SCHEDULE B

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COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

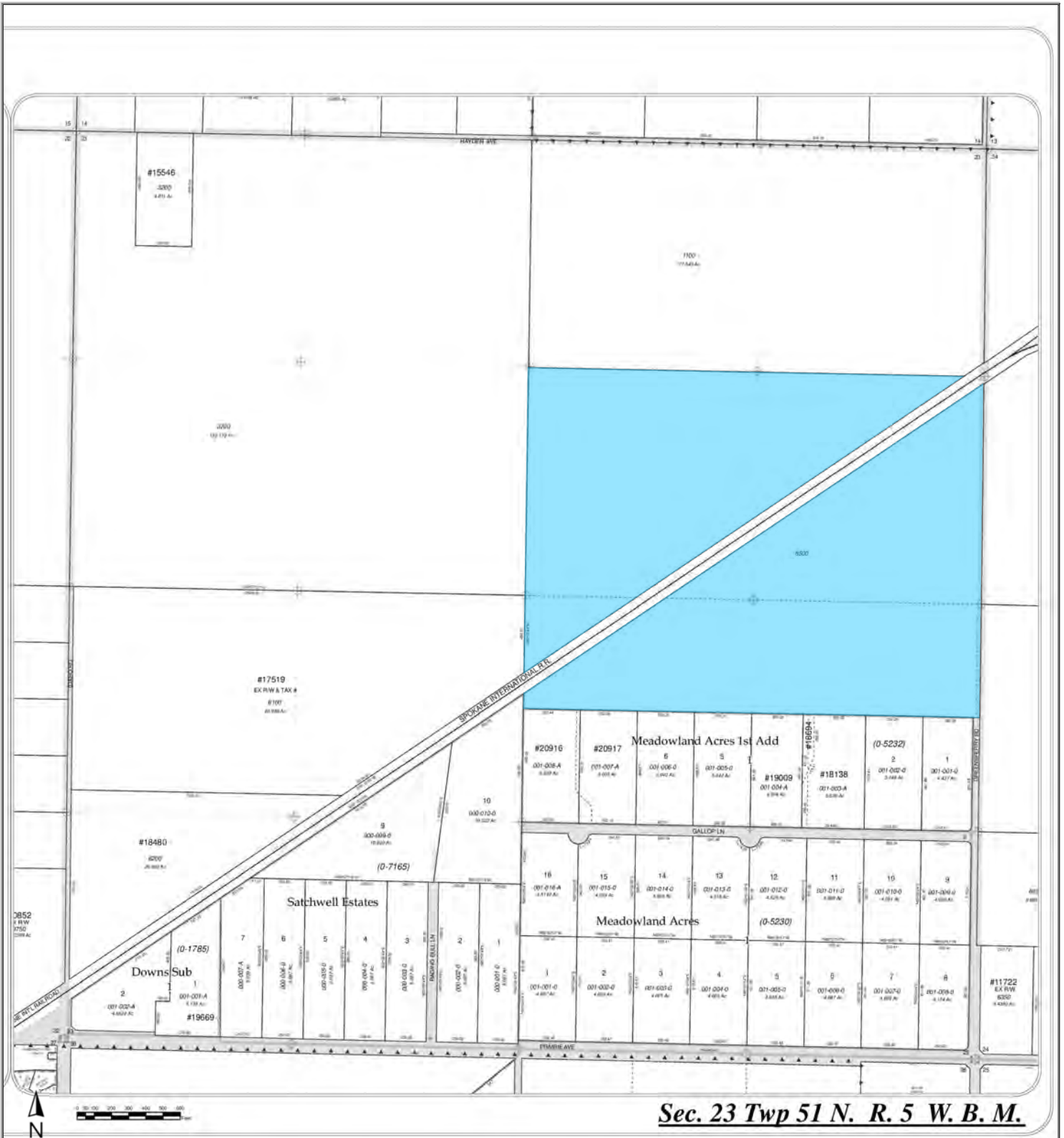
The South Half of the Northeast Quarter and the North Half of the North Half of the Southeast Quarter of Section 23, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom any portion lying within the railroad right-of-way.

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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

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 5 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
- 4. COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 418641

SCHEDULE A

Escrow Officer: -
Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: August 3, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$10,000.00
Proposed Insured:		Premium:	\$200.00

**Purchaser with contractual rights under a purchaser agreement
with the vested owner identified at Item 4 below.**

Total:: \$200.00

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

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

Jacklin Land Company, LLLP, an Idaho limited liability limited partnership, also shown of record as Jacklin Land Company, an Idaho limited partnership

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

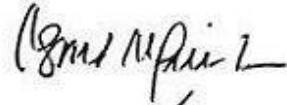
Commonwealth Land Title Insurance Company

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Kootenai County Title Company, Inc.



By:



ATTEST

President



Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following address to be associated with the Land described herein:

NNA
Post Falls, ID 83854

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

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

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

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 3. Easements, or claims of easements, not shown by the Public Records.
 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
7. Property taxes and assessments for the year 2022, which are a lien, not yet due or payable.

Parcel No.: 51N05W137300 (Parcel 1)
51N05W137900 (Parcel 2)
51N05W138300 (Parcel 3)
51N05W135000 (Parcel 4)
 8. A negative easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: State of Idaho
Purpose: Relocation of all irrigation and drainage ditches and structures and such surface

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

drain ditches as may be necessary to the proper construction of the highway. Grantor agrees that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the real property above described. Grantor further agrees that no advertising or other signs will be permitted closer than 100 feet from the right of way line of the highway.

Recorded: February 27, 1952

Instrument No.: [Book 149 of Deeds at Page 437](#), records of Kootenai County, Idaho.

Partial Quitclaim and Relinquishment of Easement

Recorded: May 27, 1998

Instrument No.: 1539092, records of Kootenai County, Idaho.

Affects Parcel 1.

9. Reservation of water rights as set forth in a Warranty Deed
Recorded: November 3, 2020
Instrument No.: [2788806000](#), records of Kootenai County, Idaho.

Affects Parcel 4.

10. Easements for and right, title and interest of the public in and to the road right of way commonly known as Greensferry Road, including utilities lying therein or adjacent thereto.

Affects Parcel 4.

END OF SCHEDULE B

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COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

Parcel 1:

That portion of the Northeast Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Together with that portion of the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Excepting therefrom that portion conveyed to the State of Idaho by Warranty Deed recorded April 23, 2021 as Instrument No. 2828510000, records of Kootenai County, Idaho.

Parcel 2:

The North Half of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 3:

That portion of the South Half of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Together with that portion of the North Half of the Southwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, lying Northerly of the 100-foot strip of land described in the Deed to Spokane International Railway, recorded March 7, 1906, in Book 18 of Deeds at Page 36, records of Kootenai County, Idaho.

Excepting therefrom the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

Parcel 4:

A parcel of land located within the North Half of the Southwest Quarter of Section 13 Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, being a portion of that parcel described in Warranty Deed Instrument Number 1961383, more particularly described as follows:

Commencing at the West Quarter corner of said Section 13, monumented with a 5/8 inch diameter rebar and a 2-1/2 inch diameter aluminum cap marked PLS 10699 inside a monument well as shown on Corner Perpetuation and Filing Instrument 2625184000, from which the Southwest corner of said Section 13, monumented with a 5/8 inch diameter rebar and a 2 inch diameter aluminum cap marked PLS 9367 inside a monument well 8 inches below the asphalt surface as shown on Corner Perpetuation and Filing Instrument 2483795000 bears South

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

01°06'35" West, 2650.71 feet;

Thence South 87°59'51" East, 17.49 feet along the east-west center section line of said Section 13 to the easterly prescriptive right of way line of Greensferry Road, monumented with a 5/8 inch diameter rebar with a 3 inch diameter zinc cap marked Idaho trans Dept Survey Marker and the Point of Beginning;

Thence departing said easterly right of way line, South 87°59'51" East, 5.00 feet along said east-west center section line to a 5/8 inch diameter rebar and yellow plastic cap marked PLS 5078 witnessing said Greensferry Road easterly right of way line;

Thence South 88°10'52" East, 1316.39 feet continuing along said east-west center section line to the Center-West 1/16th corner monumented with a 5/8 inch diameter rebar and a 2-1/2 inch diameter aluminum cap marked PLS 772;

Thence South 88°10'29" East, 1338.94 feet continuing along said east-west center section line to the Center Quarter corner of said Section 13 monumented with a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker, PLS 11119;

Thence departing said east-west center section line, South 01°04'41" West, 40.00 feet along the north-south center section line of said Section 13 to a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker;

Thence departing said north-south center section line, North 88°10'29" West, 1339.46 feet along a line parallel with and 40.00 feet southerly of said east-west center section line to a 5/8 inch diameter rebar with a 3 inch zinc cap marked Idaho Trans Dept Survey Marker;

Thence North 88°10'52" West, 1320.84 feet along a line parallel with and 40 feet southerly of said east-west center section line to said Greensferry Road easterly prescriptive right of way line, monumented with a 5/8 inch diameter rebar and 3 inch diameter zinc cap marked Idaho trans Dept Survey Marker;

Thence North 01°02'40" East, along said Greensferry Road easterly prescriptive right of way line, 40.02 feet to the Point of Beginning.

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Sec. 13 Twp 51 N. R. 5 W. B. M.



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

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

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Thompson Annexation

(File No. ANN-22-14)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Jacklin Land Company, LLLP, an Idaho Limited Liability Limited Partnership also shown of record as Jacklin Land Company, an Idaho Limited Partnership both organized and existing pursuant to the laws of the State of Idaho, with their principal place of business at 4752 W Riverbend Ave., Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP and Jacklin Land Company, (hereinafter collectively the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located bounded by Hayden Avenue, State Highway 41 and the Union Pacific Railroad rail line and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Concurrent with annexation, Owner agrees to grant to the public water supply provider all water rights associated with the Property, including the transfer of any easements for conveyance of water across the Union Pacific rail line along the northern boundary of the Property.
- 3.1.2. Irrigation Water: Owner agrees to grant to the City a temporary easement allowing an irrigation line to be extended from the existing well located south of Hayden Avenue, to that portion of the Property located north of the Union Pacific railroad line. The City will have the right to use the easement for irrigation for 5 years from the date the Property is annexed or the completion of the Highway 41 and Interstate 90 interchange, whichever is later.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. Owner acknowledges that, at the time of annexation, sanitary sewer service is not available to the Property. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of sanitary sewer capacity, Owner agrees, at its sole cost, to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve the Property: The parties agree that the City's current Wastewater Collection Master Plan requires that, prior to development of the Property, sanitary sewer would need to be extended to the Property from the existing nearest point of connection, which is located approximately 2.75 miles away near the intersection of Prairie Avenue and Spokane Street. In addition, the Master Plan requires the following additional improvements in order to provide service to the Property:

- 1) Reconstruction of the Fisher Lift Station, which is estimated to occur in 2025.
- 2) Extension of a sewer main in Prairie Avenue connecting to the Fisher Lift Station basin, anticipated to be completed by developers, potentially including the Owner.

The parties agree that the Owner may construct the improvements required by the Wastewater Collection Master Plan (or wait for the completion of those improvements by others) and that the City has no obligation to construct the required wastewater infrastructure to serve the Property.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended to the Property in a more cost manner. The parties agree that any alternative cannot negatively impact future development of other properties within the same sewer basin. Upon approval of the findings of the wastewater collection study by the City, City agrees to modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Hayden Avenue to include utilities, sidewalks, and storm drainage.

- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hayden Avenue for a total right of way width of 42.5-feet measured from the Section Line.
- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along SH41 to include utilities, sidewalks, and storm drainage.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B," which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B." In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B," the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City's zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300') from the dwelling units intended to be served.
 - 5.2.2. Railroad Fencing: Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the northern boundary of the Property with development of each phase of the Property that abuts the rail line.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the

Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.

- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

By: _____
Ronald G. Jacobson, Mayor

By: _____
Thomas P Stoeser, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Thomas P. Stoeser** as the **Manager** of **Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

R-1 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

R-2 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

CCM LEGAL DESCRIPTION

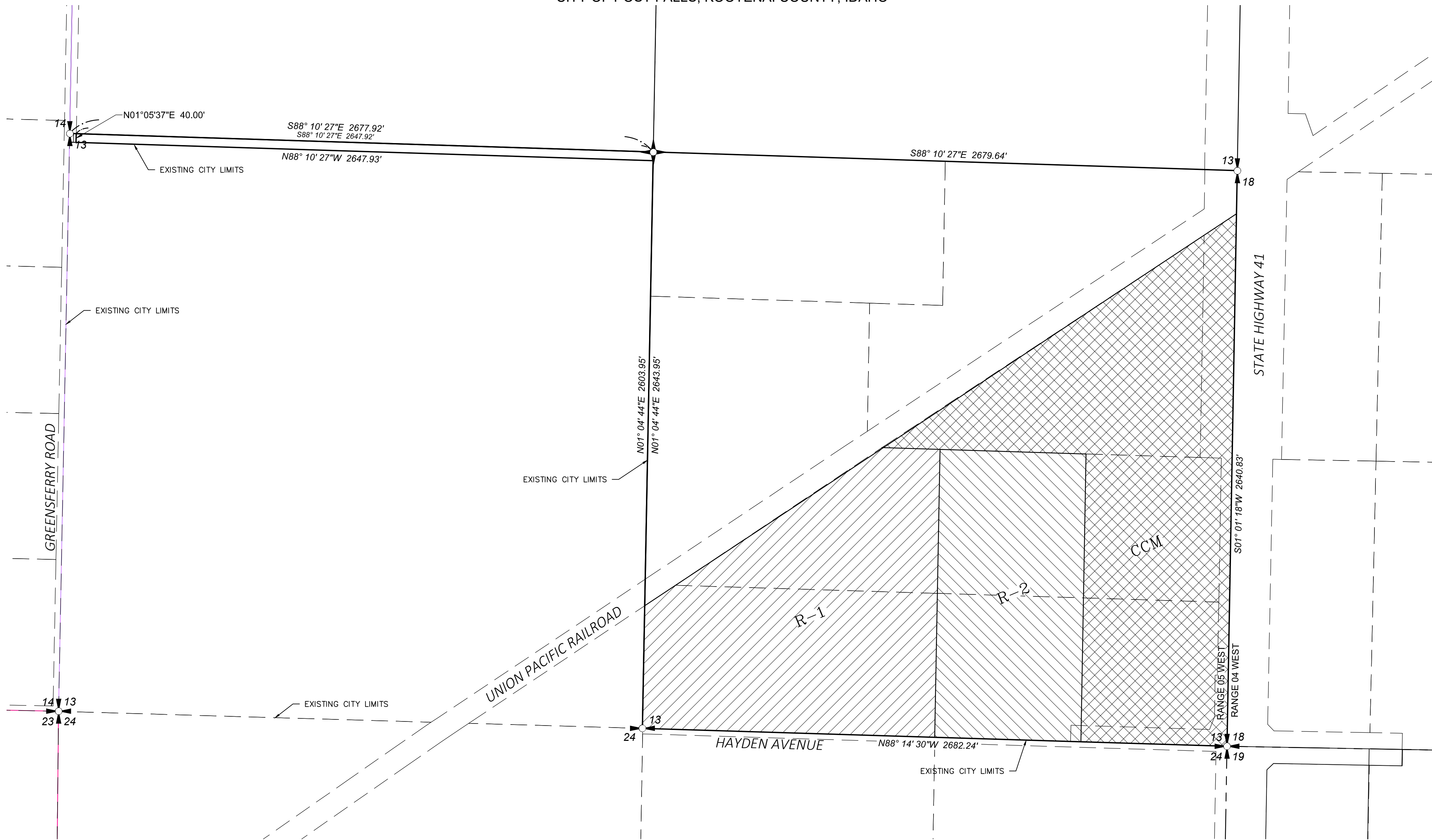
THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13;

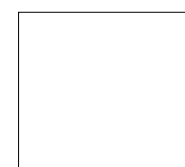


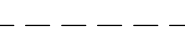

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

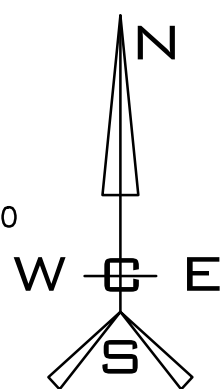
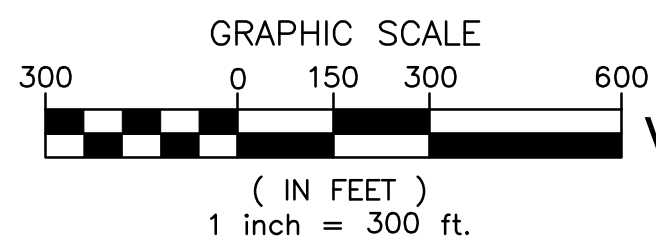
ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

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



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

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RK/WAL
REVIEWED BY: RK

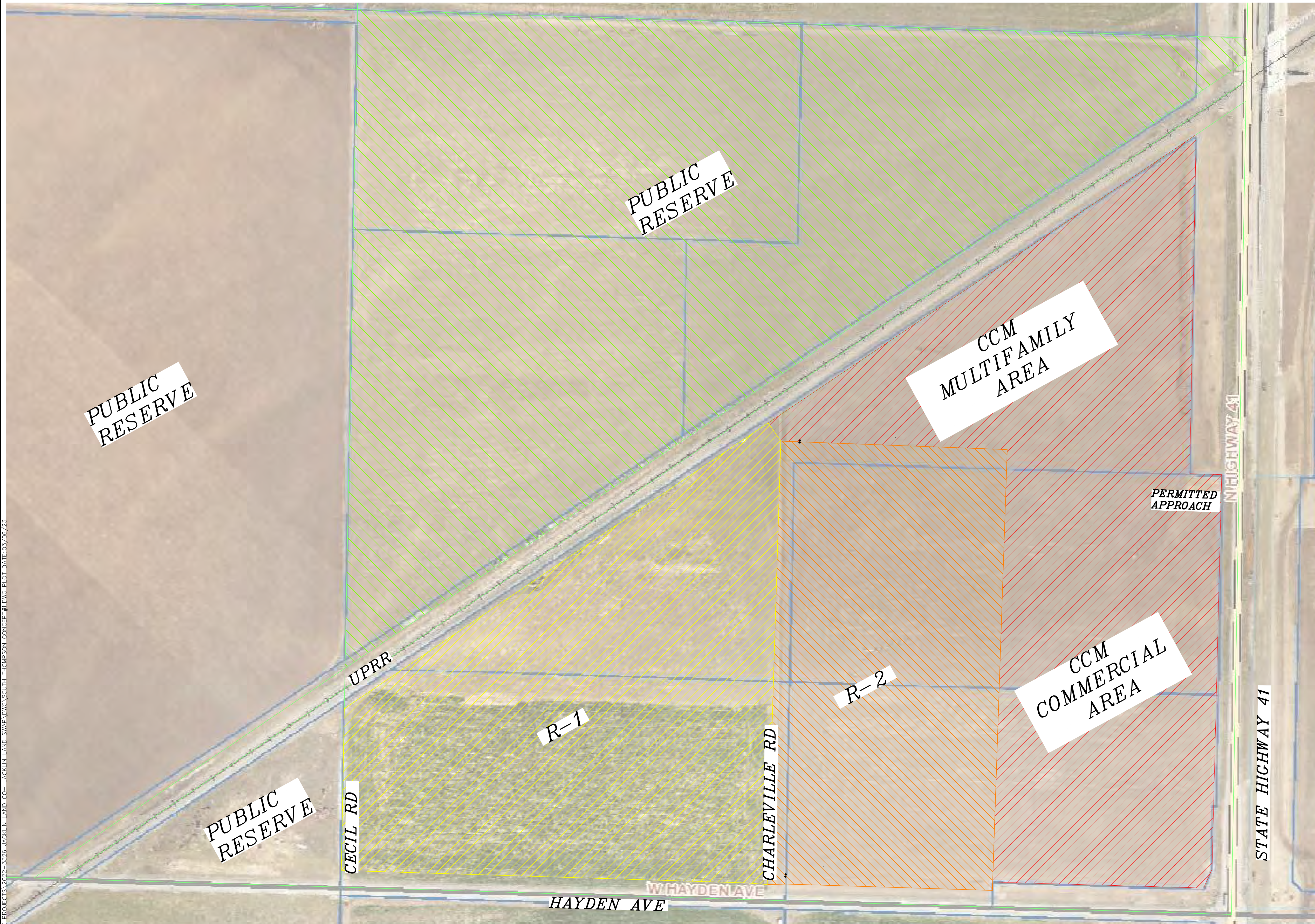
CIVIL
STRUCTURAL
<input checked="" type="checkbox"/> SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

**THOMPSON
PROPERTY**
ANNEXATION EXHIBIT

**SHEET
1 OF 1**

JOB NUMBER
22-3326

SE $\frac{1}{4}$, SEC.13, T.51N., R.05W., B.M.
THOMPSON ANNEXATION
CONCEPT DEVELOPMENT PLAN
 LOCATED IN THE SE 1/4 OF
 SEC 13, TOWNSHIP 51N, RANGE 05W, B.M.
 CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	COUNTY
EXISTING ZONING	R1/R2/CCM
PROPOSED ZONING	83 ACRES SOUTH OF TRACKS
PROJECT AREA (ac)	TBD
NUMBER OF SF LOTS	TBD
NUMBER OF TOWNHOME LOTS	TBD
NUMBER OF APARTMENT UNITS	240 MAX
CCM ACRAGE	35+/-
AVERAGE LOT AREA (SF)	ROSS POINT
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	KOOTENAI FIRE AND RESCUE
FIRE DEPARTMENT	NAVD 88
DATUM	TBD
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	TO BE DETERMINED
OTHER PURVEYORS	

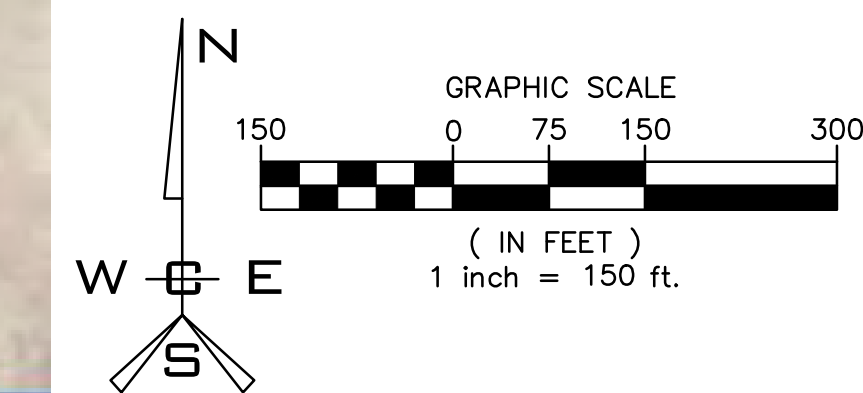


EXHIBIT B

NAV D - 88

NO.	DATE	BY	REVISIONS

SCALE:
 HORIZONTAL:
 1"=50'
 VERTICAL:

PROJ #: 22-3326
DATE: 10/17/22
DRAWN:
REVIEWED: RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER



THOMPSON ANNEXATION
CONCEPT DEVELOPMENT PLAN
HIGHWAY 41
POST FALLS, ID

SHEET
1 OF 1
 JOB NUMBER
22-3326

P:\WCE_WORK\2022\WCE_PROJECTS\2022\3326 Jacklin Land Swap\DWG\South Thompson Concept.dwg, 3/6/2023 9:44:54 AM, DWG TO PDF, PG 3

ZONING DEVELOPMENT AGREEMENT
North Crown Zone Change (RM)
(File No. ZC-22-7)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Jacklin Land Company, LLLP**, an Idaho Limited Liability Limited Partnership organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 4752 W Riverbend Ave. Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to rezone from Public Reserve (PR) to Residential Mixed (RM) and develop consistent with this Agreement; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of the Crown Pointe Subdivision, south of Hayden Avenue, and east of Chase Road and is more particularly described in Exhibit “A.”

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property. Owner agrees that the grant will be in a form acceptable to the grantee.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of sanitary sewer capacity, Owner agrees to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve Property: Owner acknowledges that, at the time of this Agreement, sanitary sewer service is limited to approximately 150 dwelling units on the Property until such time that the sewer main identified in the Water Reclamation Master Plan, and located to the east of the Property's boundary, is extended from Prairie Avenue to Bodine Avenue. Owner agrees to conduct, and submit to the City for review and approval, a study of existing sewer capacity and sewer collection configuration for the Property prior to development or subdivision of the Property. The parties agree that the collection system for the Property must be designed to allow for sewer to ultimately flow easterly along Bodine Avenue to intersect the City's sewer system as laid out in the Water Reclamation Master Plan.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended in a more cost effective manner. The parties agree that any alternative cannot negatively impact the availability of sewer infrastructure to serve future development of other properties. Upon approval of the findings of the wastewater collection study by the City, City agrees to

modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of subdivision or development of the property subject to this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Hayden Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hayden Avenue for a total half road right of way width of 42.5 feet measured from the Section Line.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Bodine Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Bodine Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Bodine Avenue.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit “B,” which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit “B.” In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit “B,” the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.

- 5.2. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1. Double Fronted Lots: Where double fronted single family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along the higher rated roadway to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic on the roadway. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10’) wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City’s street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner’s association must be established to maintain the buffer.
 - 5.2.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15’).
 - 5.2.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40’) wide. Front loaded duplex lots must be a minimum of fifty feet (50’) wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50’) measured at the front setback line.
 - 5.2.5. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City’s zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300’) from the dwelling units intended to be served.

- 5.2.6. Open Space: Each subdivision phase must provide, at minimum, 7% open space to meet the open space requirement for the RM zoning district contained in City Code.
- 5.2.7. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. The parties agree that the required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.
- 5.2.8. Extension of Spokane Street: Owner agrees that Spokane Street will be extended from its current terminus at the southeast corner of the Property to the northeast corner of the Property at Hayden Avenue. Spokane Street will be constructed as a Minor Collector roadway with no single family driveway approaches directly accessing Spokane Street.
- 5.2.9. Traffic Studies: Owner agrees that at the time of submitting a request to subdivide the Property, that Owner will complete a traffic study to evaluate traffic conditions at projected buildout of the Property plus 10 years in order to ascertain the impacts and appropriate mitigation measures for all roadways intersecting Hayden Avenue. The parties agree that if the City has updated its Transportation Master Plan prior to Owner submitting for subdivision approval, the City may waive this requirement.
- 5.2.10. Total Number of Residential Units: Owner agrees that it will construct no more than 525 residential units on the Property.

ARTICLE VI. CONSIDERATION/FEES

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

applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

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

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

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

[Signature Page Follows]

City of Post Falls

Jacklin Land Company, LLLP

By: _____
Ronald G. Jacobson, Mayor

By: _____
Thomas P. Stoeser, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Thomas P. Stoeser** as the **Manager** of **Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

NORTH CROWN ZONE MAP AMENDMENT LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

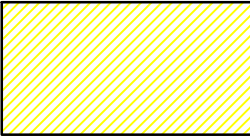

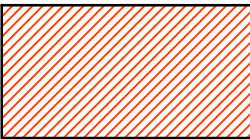
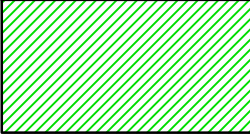
ZONE MAP AMENDMENT EXHIBIT

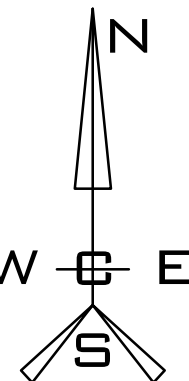
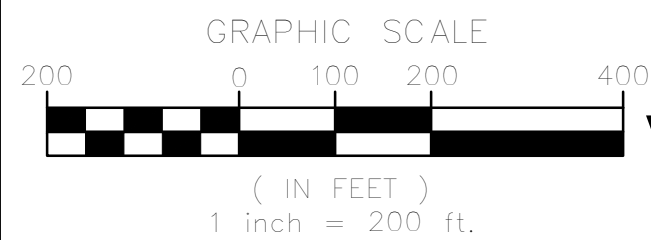
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



Exhibit B

LEGEND

-  SINGLE FAMILY RESIDENTIAL
-  MULTI FAMILY RESIDENTIAL (8.3 ACRES MAX)
-  NEIGHBORHOOD COMMERCIAL (1.0 ACRE MAX)
-  PARK/OPEN SPACE (5.8 ACRES MIN)



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

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RK/WAL
REVIEWED BY: RK

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

**NORTH CROWN
PROPERTY
ZONE CHANGE EXHIBIT**

**SHEET
1 OF 1**

JOB NUMBER
22-3326

Amber Blanchette

From: Jonathon Manley
Sent: Friday, April 28, 2023 2:24 PM
To: Amber Blanchette
Subject: FW: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7
Attachments: Exhibit PH-2_JM TS Annex_N. Crown NTJ NOTICE FORM.pdf

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Friday, April 28, 2023 11:39 AM
To: Jonathon Manley <jmanley@postfalls.gov>
Cc: Sharpe, Mike R <Mike.R.Sharpe@p66.com>; Beadles, Tanner J <Tanner.J.Beadles@p66.com>
Subject: FW: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

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

Good Morning John,

I believe we have responded to this previously, but if not, based on the location of the project, there is no impact to YPL ROW and we do not have any questions.

Sincerely,

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

From: Jonathon Manley <jmanley@postfalls.gov>
Sent: Thursday, April 27, 2023 10:41 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner

<jfaulkner@postfalls.gov>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfalls.gov>; 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>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfalls.gov>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfalls.gov>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfalls.gov>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9th for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17th. The draft staff report is on the city's website.

Thanks,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

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

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply

Amber Blanchette

From: Jonathon Manley
Sent: Thursday, April 27, 2023 3:39 PM
To: Amber Blanchette
Subject: FW: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Thursday, April 27, 2023 3:38 PM
To: Jonathon Manley <jmanley@postfalls.gov>
Subject: RE: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

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

Thanks for the notice.

My role with Panhandle Health District is permitting subsurface sewage disposal systems. The documents attached show this development as being serviced by Post Falls Sewer District and drinking water from Ross Point. I do not have any comments or input since the development is serviced by the sewer district and the water supplied by a water district. During the platting process I will require the will serve letters from both districts as well as the engineering approvals for infrastructure extensions from their QLPE's or DEQ.

Thank You,

Ryan Johnsen, REHS
Environmental Health Specialist
Panhandle Health District
8500 N Atlas Rd
Hayden, ID 83835
208-415-5209

From: Kristen Rondo <krondo@phd1.idaho.gov>
Sent: Thursday, April 27, 2023 10:20 AM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

From: Jonathon Manley <jmanley@postfalls.gov>
Sent: Thursday, April 27, 2023 9:41 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemeyre <brittany.stottlemeyre@avistacorp.com>; CDA

GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <EKetner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfalls.gov>; 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>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfalls.gov>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfalls.gov>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfalls.gov>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

CAUTION: This message originated outside of Panhandle Health District. Do not click links or open attachments unless you recognize the sender, are expecting something from them, and know the content is safe. Please forward spam & phishing emails to IT Support.

Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9th for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17th. The draft staff report is on the city's website.

Thanks,

Jon Manley



DEQ Response to Request for Environmental Comment

Date: May 2, 2023
Agency Requesting Comments: City of Post Falls
Date Request Received: April 21, 2023
Applicant/Description: ANNX-22-14/ZC-22-7

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www2.deq.idaho.gov/admin/LEIA/api/document/download/15083>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - The City should consider requiring reasonable controls on fugitive dust emitting activity during all phases of the project (including but not limited to; roadway construction, vehicle traffic on unpaved roads, land clearing activity, topsoil management, vegetation management). All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - During the land clearing and construction phases of the project the applicant should consider alternatives to open burning of the vegetative debris that is generated. Mechanical processing of land clearing debris avoids generating smoke and offers the greatest flexibility for timely project progress. Mechanical processing is not required by DEQ however.
- **Open Burning** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in the Idaho Department of Lands regulation IDAPA 20.02.01.071.03 and DEQ's regulation IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required. The City should consider requiring a smoke management plan be developed if open burning is used on this project.

- **Construction Debris** - The City should consider requiring a project plan that commits to the proper disposal of demolition and construction debris. Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with state solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.

All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>

- US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.
For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene

Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, May 9, 2023 12:20 PM
To: Jonathon Manley; Amber Blanchette
Subject: RE: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s)
ANNX-22-14/ZC-22-7

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

The Post Falls Highway District request the City of Post Falls Annex to the Northern Right-of-Way boundary on area 1; the Southern Right-of-Way boundary of area 5; the Eastern Right-of-Way boundary of area 3. Post Falls Highway District request the developer enter into a Road Development Agreement for any future improvements for the Post Falls Highway District roadways.



Jonie Anderson
Administrative Assistant
Post Falls Highway District
p 208.765.3717

contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Jonathon Manley
Sent: Thursday, April 27, 2023 9:41 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden
<danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David
Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>;
Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA
<dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>;

Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfalls.gov>; 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>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfalls.gov>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <sherman@postfalls.gov>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfalls.gov>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vicarey@aol.com>

Subject: Thompson/Satchwell * N. Crown Annex and Zone Change File No.(s) ANNX-22-14/ZC-22-7

Good morning,

Please see the attached notice to jurisdiction for the named project. This is an updated and rescheduled Public Hearing Notice. The original public hearing was intended for May 9th for Planning and Zoning, but due to an error in the notification this has been rescheduled for May 17th. The draft staff report is on the city's website.

Thanks,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

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

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 10, 2023

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

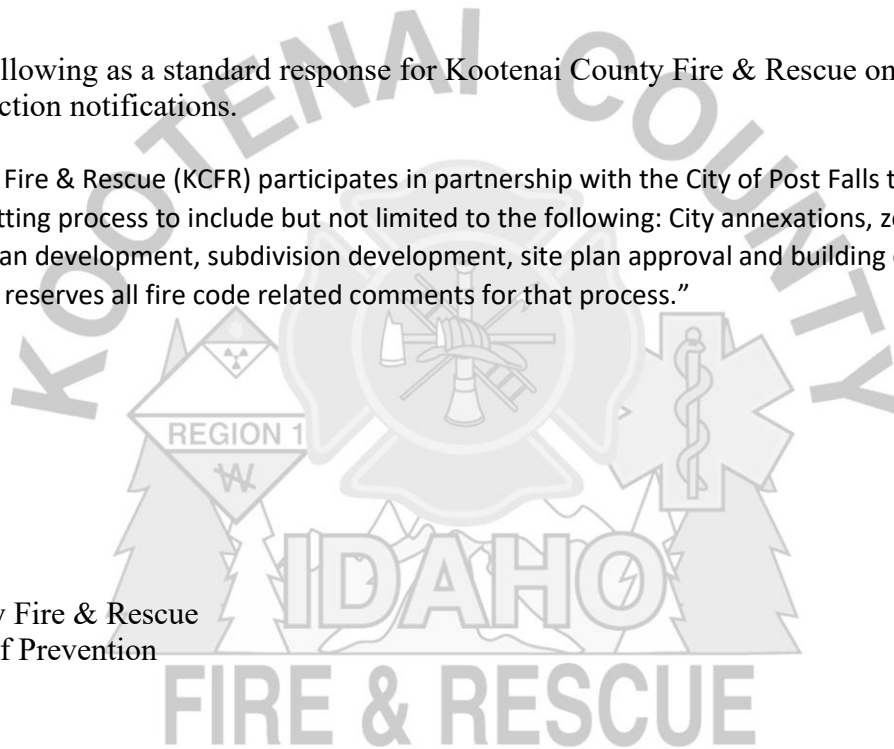
Amber,

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

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

Respectfully,

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





POST FALLS
SCHOOL DISTRICT #273

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

May 11, 2023

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

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District generally remains neutral regarding developments. However, in this case, the proposed RM zoning north of the Crown Point Subdivision would complement the school district’s plans for future school facilities on the district owned land to the west.

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

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

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

The enrollment status and the capacity of each school for the 2022-2023 school year is listed below. The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

School	2022-2023 Enrollment	Building Capacity
Greensferry Elementary	417	525
Mullan Trail Elementary	363	500
Ponderosa Elementry	398	570
Prairie View Elementary	397	525
Seltice Elementary	423	560
Treaty Rock Elementary	469	525
West Ridge Elementary	441	525
Post Falls Middle School	772	920

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

River City Middle School	568	750
Post Falls High School	1483	1800
New Vision High School	167	225

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

Sincerely,



Dena Naccarato
Superintendent

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

Amber Blanchette

From: Dina West <dinabwest@gmail.com>
Sent: Tuesday, May 9, 2023 7:13 PM
To: Public Hearing Notice
Subject: Open Space North of Crown Pointe

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

Hello,

I'm writing to you because I'm concerned about the possible change in zoning and future development of the land north of the Crown Pointe Development. I live on Spokane Street in the Crowne Pointe community and I wanted to let you know of some of my concerns. Ever since the traffic circle was put on the intersection of Prairie & Spokane Street, people regularly speed up Spokane Street from Prairie, even though the limit is 25mph and there is a City park on the street. This was not the case before the new intersection was installed. I have concerns that if Spokane Street is expanded further, the problem will be worse with more traffic and noise and it might make it dangerous for the children and families enjoying the park.

There is also a parking issue in the winter with the Crown Pointe apartments. There are too many cars parked on Spokane Street and in the winter, it is tight going down Spokane Street to Prairie. Depending on the snow, there is not much room for two cars to pass each other on the street. One day there will be an accident because of the narrow street in this area. There needs to be limits on where cars can be parked on the street near the apartments. With more traffic on Spokane Street, this will also become a larger problem.

Finally, I have very serious concerns about building over our water source!! It seems a bit reckless to build and develop land over the aquifer that provides water to so many residents. This area would be ideal to keep as green space where residents can walk or kids can play and have activities that would not risk our water supply? We have so much development going on right now all around us that it seems like the City should consider the future of this space so as to protect a critical resource.

I wanted to let you know some of my concerns as a Post Falls taxpayer who would be directly impacted by the development north of my community. I respectfully ask that you please consider your decisions carefully and that you allow ample time for your constituents to provide their feedback Your decisions will impact all of us who live here.

Thank you for your time,

Dina West
8696 N Spokane Street
Post Falls, ID 83854
208-699-9897

Sent from my iPad

Amber Blanchette

From: Casandra Assels <casandra.sue.ca@gmail.com>
Sent: Tuesday, May 9, 2023 7:54 PM
To: Public Hearing Notice
Subject: Building onto Spokane St.

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

To whom it may concern,

It has just been brought to my attention that the city of Post Falls is wanting to punch Spokane St. all the way through to Hayden. And build a housing development in the field there. I live on Spokane St. and never received a letter stating that this was a possibility. The residents that live in this neighborhood should have a say in this outcome.

This not only changes how busy the neighborhood would be, but the street alone would become a busy street. I'm a mother of two with pets and cannot imagine them living on a that busy of a street. The city is building to far out into farmland. This will affect the water in our community. We currently do not have the police and fire service to cover our current population without adding onto it. These are just a few of my concerns.

In closing proper notification should be given to the residents in the affected areas. The residents should have a chance to have their say.

Thank you,

Casandra Assels

Amber Blanchette

From: Carol Maden <clmaden04@gmail.com>
Sent: Tuesday, May 9, 2023 7:12 PM
To: Public Hearing Notice
Subject: Crown Point development proposal

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

I'm a concerned resident living at 8991 Scotsworth St, Post Falls, ID 83854. I will be severely impacted by the proposed construction directly behind my home of four years.

I purchased this house for the express reason that my back yard had a view of the prairie and mountains. I actually paid an additional \$2000 for this view lot. I did not install a vinyl fence as I did not want to obscure my view. I chose this lot and house to be my home and you are proposing to take my choice away.

I'm an older woman on a fixed income with a reverse mortgage and it will be virtually impossible in my circumstances in this current economic environment to move to another home.

Last spring, when I first heard of the possibility there would be development of the land behind me, I called the City of Post Falls Planning Dept. and spoke to several people asking for information regarding potential development. I was assured, even after they checked with those who were supposed to know, that there was no plans to build on the area directly north of Crown Point.

I am extremely distressed that after the Planning Departments assurances. I am now being presented with the prospect of a road running directly behind my property with the view of someone's vinyl fence.

Another concerned neighbor suggested that if this development must go through, that we, as an established neighborhood, be given the choice of having the school behind us, as it would provide at least a sense of open land and would be occupied for limited hours and months per year.

If this development must go through, I think that would be the best compromise for all parties.

Respectfully submitted,
Carol Maden
Clmaden04@gmail.com

Amber Blanchette

From: bugle1in <bugle1in@gmail.com>
Sent: Tuesday, May 9, 2023 6:45 PM
To: Public Hearing Notice
Subject: New development extending Spokane st.

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

I am against extending Spokane st. To Hayden st. I live on Spokane st. 8804 N. Right now it is a dead end street, ending at a green field. There is already a problem with cars and motorcycles speeding on the street. I have reported it to the city several times and opening Spokane St. All the way through will only increase the problem. This is a residential area, there are kids playing and we do not need the huge increase in traffic.

Sent via the Samsung Galaxy, an AT&T 4G LTE smartphone

Amber Blanchette

From: mmpalsson <mmpalsson@comcast.net>
Sent: Tuesday, May 9, 2023 11:51 AM
To: Public Hearing Notice
Subject: More time on crowne point north

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

Thank you for taking the time to read and consider this email. We are asking as a community to please allow us more time for public input and vote prior to beginning any construction or making big decisions on the area north of Crown Pointe. This open area which, as I understand is run by the city of Post Falls, is an incredibly beautiful open space. This space is part of the reason that drew us to the community in the first place. It's also the reason that I feel like Idaho is so special and unique. If we continue to stuff houses in on every open field it will just become another metropolis and it will lose its uniqueness and specialness that makes Post Falls, Post Falls!! Thank you for taking the time to read this!

Micaela Harrington

Sent from my T-Mobile 4G LTE Device

May 10, 2023

Nathan & Rhonda Vore

12601 W. Hayden Ave

Post Falls, ID 83854

City of Post Falls Planning Division

408 Spokane Street

Post Falls, ID 83854

Re: File No. ANNX-22-14/ZC-22-7

Dear: Chairman Steffensen, Vice-Chair Kimball and Commissioners Carey, Hampe, Schlotthauer, Ward and Walton

We are writing to you to comment on the proposed Zone Change for Area 1 – 80 acres from Public Reserve to Residential Mixed North Crown Property. We are in opposition to this proposed zone change and are requesting more research and answers to the following forms prior to consideration of future development.

1. The proposed zone exhibit Area 1 of 80 acres between Hayden Ave. and Bodine Ave. (near school district property) is currently being used for agricultural purposes. The last time this property was discussed by the commissioners was June 9th, 2020 (ANNX 0002-2020) of which this land was zoned PR, not allowing for privately owned development. We would like to see the land continue to be zoned as Public Reserve for public use and continued to be used for agriculture purposes. We would like clarification on how or when this land was made available for private sale/development.
2. This proposal does not align with existing development, community plans & natural features. Currently the residents of the areas surrounding this proposal are small acreage family farms ranging in property sizes (averaging 5+ acres). These farms raise livestock, grow a variety of crops and the families maintain and enjoy a rural and agriculture lifestyle. A great deal of this area is still considered open range (Idaho Code 25-2118), there will be a direct conflict of land use between farming practices and developing the proposed 80-acre subdivision. This development will be a detriment to the natural features the prairie currently provides the community. The proposed Residential Mixed with Multifamily housing is typically something the city would consider for higher density areas as opposed to rural areas where there are no sidewalks, bike lanes, stop lights or public transportation (bus stops). This is a car reliant area and not currently safe for bike or foot traffic that typically comes with Multi-Family Housing.

3. Water Usage Impact Study – East Greenacres Irrigation District. Residents and farms currently receive their water from the well on corner of Hayden/Chase. We would like to know if the well will have sufficient ability to provide water for this proposed development and continue to provide sufficient pressure to the current residents and the irrigation lines for watering the crops and livestock. Is there a plan in place for if the water rights negatively impact the current residents and farms?
4. City Resources – Police & Fire. The residents north of Hayden Ave. currently use county and not city resources for emergencies. If this annexation happens, will the city police have enough staff to be able to be expanded with this growth? If not, does the city have it in the budget to hire more staff? Will the city resources then become available for the residents north of Hayden Ave or will we still be considered county?
5. Sewer – Post Falls Sewer. There is currently no Sewer in place in this area, existing residents have septic. With the delays in expanding the wastewater facilities, is the wastewater treatment plant currently capable of handling another 80 acres of residential mixed – Multifamily and commercial? Will sewer then become available for the residents north of Hayden Ave?
6. Traffic Impact Study – Post Falls Hwy District. With the explosive population growth the community has faced just in the last 3 years, residents on Hayden Ave between Hwy 41 and McGuire have seen an excessive increase in traffic and aggressive driving resulting in multiple accidents daily. There is an increase of safety issues especially for the cross streets of Hayden/Greensferry, Hayden/Idaho, Hayden/Chase and Hayden/McGuire. The infrastructure for this proposed level of traffic increase onto Hayden Ave is not currently in place. The zone map amendment exhibit shows a proposal for bringing Spokane Street through the subdivision exiting in 2 areas. One through to Spokane St. north of Hayden, the other entry/exit will spill out onto Hayden directly in front of existing resident's homes. These homes/small farms use farming equipment most of the year on Hayden Ave. There are signs out on Hayden Ave that warn traffic of the use of such equipment, but we have noticed an increase of aggressive driving while farm equipment is on the road and unsafe passing risking not only their lives, but the lives of the farmers as well. What is the plan for handling this level of traffic?
7. Environmental Impact Study – Rathdrum Prairie Aquafer. I would like to see a study completed on the impact a subdivision of this size in this location verses

remaining as green space would have on the Rathdrum Aquifer and the long-term effects it will have on the entire community.

8. Educational Impact Study - Post Falls School District. While the school district has plans for building more schools, they do not currently have the capacity for the number of new students that would come with this development. I would like consideration to be made for the already strained schools, current students & teachers. The negative impact of overcrowded schools is felt by the current residents of the City of Post Falls. Is there a plan for building more schools to house the current residents prior to considering annexing and allowing the development of the North Crown Property?

We therefore respectfully request that this rezoning request be denied as the issues mentioned above are vitally important to the adjacent residents and would be a detriment to the community to not have the infrastructures in place prior to developing. We thank you for your consideration of this request regarding keeping the land zoned as Public Reserve for agricultural purposes and any educational opportunities the future Post Falls School District might be able to provide for the youth of this community.

Sincerely,

Nathan & Rhonda Vore

Amber Blanchette

From: Kerry Couch <etscouch@yahoo.com>
Sent: Wednesday, May 10, 2023 3:43 PM
To: Public Hearing Notice
Subject: Meeting on the 17th.

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City of Post Falls

I will be at the meeting on the 17th regarding the recent proposed zoning changes and would like to speak at that meeting. Basically, we are asking for more time to do research on what is being proposed. We haven't had much time at all to study the impact on us and our community.

To start with, the proposed zoning change will have a dramatic impact on all of the surrounding homes and the folks that live here. Even during the construction of what you are proposing behind me; the noise, dust and commotion will be extremely difficult for those of us working at home during the day. And then the change in our view will be dramatic; we were told when purchasing our homes that the property behind us was owned by the City of Post Falls and that if anything it could be a school and no changes in the zoning and for sure NO homes would be built behind us.

Truthfully, there are plenty of resales and apartments available and many more projects in the works already in Post Falls. I'm not sure why this change is really needed. There will be more of an influx in folks living here in a space that already doesn't have the infrastructure for the those here.

The zoning change proposed is not in line with what I thought the philosophy of Post Falls was. One of the reasons that I moved here, is because of all of the green spaces and the wonderful views due to that. I myself have a wonderful view that will be dramatically impacted by this zoning change. I based part of my decision to purchase here and get the house I have, on the view and the zoning that is in place. I moved out of California for a reason and what is proposed is more like California, bringing all of the elements and traffic that goes with that.

I have looked at the proposed plan and can see a way to have less impact to the current people living here. I'd like to work with someone to show you what I mean. But overall, we are asking for more time to understand and complete research into what zoning changes will entail. We did not have the time to study how the changes will affect us. Please postpone this dramatic change so that we can do this research.

So far, we've identified that it will be a hardship on the remaining folks that live in Post Falls without the infrastructure to support new people moving in.

We appreciate your time. Once again, this zoning change is not in keeping in line with the type of community we want and love here in Idaho. Please postpone this decision so we can do some research on the entire situation. Thank you! Kerry Couch

May 10, 2023

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

Dear Post Falls Planning and Zoning Committee,

As a concerned lifelong-citizen of Post Falls, I have serious concerns regarding the proposed Thompson/Satchwell Annexation and North Crown Zone Change (File no Annx -22-14/ZC-22-7).

I am specifically opposed to the rezoning of Area 1 listed on the map as "North Crown" section, from greenspace to residential. This area is currently a beautiful green field with a rich and biodiverse ecosystem. I have regularly observed a wide variety of wildlife including rabbits, hawks, mice, quail, pheasants, coyotes, deer, bees and a variety of insects, and, when the snow gets too deep in the mountains, elk. As the prairie continues to shrink, there are fewer places for these animals to go and eventually humans will over-run all of the space that Idahoans so greatly value, and take such pride in the beauty that it provides - different from the crowded cityscapes. Once these greenspaces are gone, there is no reclaiming them.

I am also greatly concerned about the Rathdrum Prairie/Spokane Valley Aquifer. This limited resource is the sole source of drinking water for over 400,000 + people in the area. The Rathdrum Prairie Aquifer received a Sole Source Aquifer Designation by EPA in 1978 and the Sensitive Resource Aquifer designation by Idaho in 1997. Special protection was deemed necessary due to the coarse gravel, cobbles, and boulders that compose the aquifer, because contaminants could easily flow downward from the surface. It is one of only 3 sensitive source aquifers in the State of Idaho. As more homes and apartments are added over the aquifer, pollutants such as fertilizer, septic waste, road deicers, storm-water pollutants and landfill leaching filter down into our drinking water. I also have concerns about the level of the water as more people draw from the resource. How long until the water pressure is not high enough to provide all of the needs of our community? According to the State of Idaho Department of Environmental Quality, "The population in the area over the Rathdrum Prairie Aquifer is projected to potentially grow to 400,000 by the year 2060 (SPF Water Engineering et al. 2010). The increase in population could result in potential water quality impacts from the changing land use and urbanization. In addition, there has been an improved awareness of the interconnection of surface water and ground water along with water quality and water quantity issues."¹ As you can see from the data, our area is already at the projected population of 400,000 people **37 years earlier** than what was foreseen in 2010. For this reason I believe it is necessary to reassess the growth in the area, and limit it until further research and planning can be obtained.

Within the Post Falls Comprehensive Plan

Section 1.0, Community Values

It States, (Selected and quoted statements, the typos are not mine.)

"3 Environment

Post falls is an environmentally aware community that preserves, conserves and appreciates its distinctive open spaces, natural resources, habitats, parks and outdoor recreation.

4 Economic Development

Post Falls encourages economic development that **safeguards the environment**, while promoting community prosperity.

6 Accountability

Post Falls is dedicated to promoting fiscal responsibility, **managed growth, responsive community services and an open and fair government.**"²

In the letter that was sent out by the City of Post Falls it stated that, "The land exchange would increase the amount of prairie preserved for land application by 98 acres." That is not true however, since the green space would be decreased by the amount of land that is slated for development, by my understanding, is at least 162.9 acres.

As I visited with my neighbors within the Crown Point Subdivision I noted that they agree with my assessment that the zone change for section 1 is inconsistent with what the people living there want. They noted increased pollution, increased traffic, and the loss of a beautiful green space to walk their dogs and exercise, lack of adequate numbers of police and fire services, and a lack of adequate government disclosure and time to respond to the planned changes. Many of the people I spoke with, as I canvassed the small portion of the neighborhood I was able to get to in creating a petition, said that they did not get the notification letter. The Crown Point Homeowners association board told me that the HOA was never notified. It is for that reason that a petition was circulated to propose that the City of Post Falls Planning and Zoning Commission have a public meeting to explain the planned changes, and open time for a question and answer session, without citizens having to send a letter prior to the meeting to be able to speak. We would also ask that the commission give 45 business days for citizens to be able to consider the plan and make an informed opinion.

I believe there are better uses for this land such as, leaving it as a public reserve greenspace, that is planted with clover, wildflowers and trees for honeybee population preservation needed for our food chain. Another better option would be to continue to allow farming. It could also be used as a sports complex with grass for soccer and other sports fields. It would be a wonderful space for a community garden. There are a multitude of other uses that would all be better than destroying a valuable natural resource for residential or commercial use. I hope that you will be willing to listen to and consider the needs and desires of the whole community, before recommending a zone change that will greatly benefit big developers who will make

their money and leave the area and leave us with less beautiful open spaces to enjoy for generations.

Thank you for taking the time to read my letter and consider my opinion.

Sincerely, Valoree Hamilton

Valoree Hamilton

8953 N. Scotsworth St.

Post Falls ID, 83854

Phone 208-996-2283

Email: hamiltonvaloree@yahoo.com

Sources used:

1. <https://www/deq.idaho.gov/water-quality/ground-water/rathdrum-prairie-aquifer/>
2. <http://postfallsidaho.org/PZDept/CompTextVersion/C-Comp%20Plan%20final%20version.pdf>

Greetings to the Post Falls Planning and Zoning Commission,

5/9/23

In regard to the Thompson/Satchwell Annexation and North Crown Zone Change. (File no. ANNX-22-14/ZC-22-7) We the signers of the following petition feel that the deadline of May 10, 2023 given for public comment is insufficient for citizens to research the matter and form an opinion for or against the proposed changes. The Notice about the proposed changes was post-marked Thursday April 27, 2023 which only gave citizens 9 business days to respond and that, given the time to deliver the notices, meant that the timeline was actually approximately 6 business days. We would propose that any decision be postponed for no less than 45 business days and that a public meeting be announced to explain the proposed changes--and have a question and answer session for those wanting more information. We further ask that persons interested in commenting not be required to submit prior written testimony in order to speak.

We also feel that not enough signage has been provided in the areas announcing the changes, and that the Crown Pointe Homeowners Association was not given notice. We would ask that you would consider our proposal seriously and provide citizens of Post Falls the opportunity to learn about the proposed changes and speak on behalf of what they feel is best for the city and its future.

Thompson/Satchwell Annexation and North Crown Zone Change (File no ANNX-22-14/ZC-22-7)

NAME	ADDRESS	PHONE	E-MAIL ADDRESS	SIGNATURE
Monzer Kaufman	2302 N. Dumoulin Loop	208-215-6644	monzerkaufman@gmail.com	Monzer Kaufman
Natalie Jara	1804 N. Spokane St	208-627-6711	nataliejara@yahoo.com	Natalie Jara
Jeanne Barrett-Usher	17362 W. Santiago Cir. (Hansen Id)	509-833-5451	jeannebf2001@yahoo.com	Jeanne Barrett-Usher
Valoree Hamilton	8953 N. Scotsworth ID 83854 Post Falls	208-996-2283	HamiltonValoree@yahoo.com	Valoree Hamilton
Alison Pollock	2608 N Pioneer Ridge Dr PF ID 83854	208-920-5000	alpollock29@gmail.com	Alison Pollock
Kathleen Pollock	2608 N. Pioneer Rd. Dr.	208-964-5211	klpollo29@gmail.com	Kathleen Pollock
John D Pollock	2608 N. Pioneer Ridge Dr	208-619-6861	jd.pollock49@gmail.com	John D Pollock
Brooke Swafford	8606 N Spokane St	208-786-2223	brooke.halvarson@gmail.com	Brooke Swafford
Conner Featherston	8668 W Spokane St	208-597-5578	connerfeatherston@gmail.com	Conner Featherston
DINA WEST	8696 N. SPOKANE ST.	208-619-9897	dinabwest@gmail.com	Dina West
Andrew Russell	8724 W. Spokane St.	208-819-2156	AndrewR@Copperheads.com	Andrew Russell
Kasala Mayer	8724 N Spokane St	208-659-5735	Kasala15@gmail.com	Kasala Mayer
Nick Prosch	8772 N Spokane St	360-593-6831	prosch.nice@gmail.com	Nick Prosch
Travis Babb	8804 N Spokane St	208-596-9036	bugle1in@gmail.com	Travis Babb
MARK KNAPP	8832 N SPOKANE ST	720 666 4143	ENFORCER081@hotmail.com	Mark Knapp
Heidi Knapp	8832 N Spokane St	530-908-4887	heidsball@hotmail.com	Heidi Knapp
Justin Diamond	8844 N Spokane St	509-951-3033	jddiamond@gmail.com	Justin Diamond

Thompson/Satchwell Annexation and North Crown Zone Change (File no ANNX-22-14/ZC-22-7)

NAME	ADDRESS	PHONE	E-MAIL ADDRESS	SIGNATURE
Danielle Diamond	8844 N. Spokane St. Post Falls ID 83854	805-345-6643	daniellebdiamond@gmail.com	
Sandy Hoctor	83854 N Spokane ST P.F	509-251-3655	shoctor208@gmail.com	
Cassandra Assels	8872 N Spokane St	208-819-9701	Cassandra.Sue.ca@gmail.com	
Alicia Lathan	8898 N Spokane St	208-215-9625	Alicialathan30@gmail.com	
Craig Burch	8912 N. Spokane St.	208-660-9839	Cburch.sons@gmail.com	
Laurinda Burch	8912 N. Spokane St	208-660-7860	lrburch7@gmail.com	
Dillon Smedley	8926 N Spokane St	208-255-6074	Smedley09@gmail.com	
Karisa Whitten	8926 N Spokane St	208-818-9820	KarisaWhitten@gmail.com	
Max Tehwachi	8938 N. Spokane	818-979-1642	oneleftchosen@yahoo.com	
Judi Zamorano	8950 N Spokane St	208-699-7535	nvsandi100@msn.com	
Carol Mader	8991 N. Spokane ^{Scotsworth} St	208-964-0782	c/mader84@yahoo.com	
Dawn Mader	8991 N. Scotsworth	509 850-1178	oclelogg1@icloud.com	
Sierra Peterson	8990 N Scotsworth	208 930 5639	SierraPeterson9117@gmail.com	
Richy Schrader	8990 N Scotsworth	208 964 2593	richyschrader@gmail.com	
Faisley Sarris	8954 N Scotsworth St	208 777 5802	faisley.sarris@gmail.com	
KAMEY KANALLY	8936 N SCOTSWORTH ST	503 884 0157	HARDNOSETF@GMAIL.COM	
Julie Kanally	8936 N Scotsworth St	503 884 0074	JKANALLY732@GMAIL.COM	
Nate Brown	8895 N Scotsworth St	208-916-7235	npdbrown@gmail.com	

Amber Blanchette

From: Howard Burns <burns_crew@yahoo.com>
Sent: Wednesday, May 10, 2023 7:18 PM
To: Public Hearing Notice
Subject: THOMPSON/SATCHWELL ANNEXATION & NORTH CROWN ZONE CHANGE (File No. ANNX-22-14/ZC-22-7)

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.

Some thoughts about the land trade and zoning.

1) did all the owners of homes abutting and reasonably near (view of) the PR zone that is being changed into R-1 get notified? If I lived in a home where I thought my view would be of an 'undisturbed prairie', not to be built upon, and didn't get a chance to contemplate a MAJOR change, I'd be most distressed.

2) Will property being zoned along HWY 41 be conditioned to the plan/lots/unit #'s shown on the staff report? It would seem that the number of units should be a 'not to be exceeded' condition.

3) Will the CCM 'blank slate' zoned land along Hwy 41 be restricted from Apartments? We certainly have enough apartment and apartment zoned land already plus the proposed new units in this plan. Please restrict that are from Apartments.

Thanks for your consideration. Howard Burns, Post Falls