



**CITY COUNCIL
MEETING AGENDA**

**February 4, 2025
6:00 PM**

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

- a. Water Reclamation Facility, Tertiary Treatment Project Update

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

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

- a. Reappointment of Ray Kimball, Chris Schreiber, and Bobbie Wilhelm to the Planning and Zoning Commission

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – January 7th, 2025, City Council Meeting
- b. Minutes - January 16th, 2025, Special Council Meeting
- c. Payables 01/08/25 - 02/05/25
- d. November Cash and Investments Report
- e. Westfork Townhomes Master Development Agreement File No. SUBD-24-6
- f. Mountain View Bible Church Annexation Agreement File No. ANNEX-23-6
- g. Foxtail 11th Addition Construction Improvement Agreement
- h. Legion Park Subdivision Final Plat
- i. North Place East 2nd Addition Final Plat
- j. Contract Renewal with Sylint, LLC

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Gabrio Estates Duplexes Zone Change File No. ZC-24-2
- b. Killdeer Annexation File No. ANNEX-24-4
- c. Ordinance on Police Access in Exigent Circumstances

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

- a. Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission

Building Community.

Water Reclamation Facility Tertiary Project Update

John Beacham
Public Works Director

February 4, 2025
City Council Meeting



Presentation Outline

WRF Tertiary Treatment Project

- Project history, 2004-Present
- Project overview
- Financial and budget review
- Project update and next steps
- Questions and discussion

Project History

2004 - 2024

2004 – 2013 Dissolved Oxygen TMDL Developed

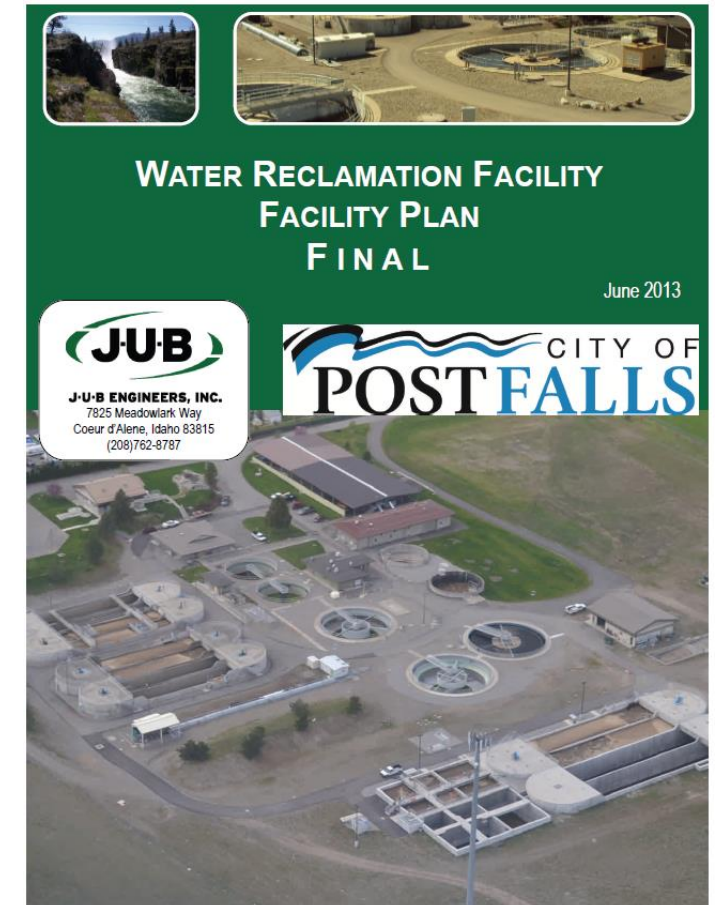
2009 – 2015 Permit Development and Litigation

2014 – 2024 Compliance Schedule and Implementation

TMDL: Total Maximum Daily Load, a plan to limit discharges of a substance which causes water quality impairments

Project History 2013

- Water Reclamation Facility Plan Updated
- Reflects compliance schedule, adjusts rates
- Projects (permit based):
 - Construct Flow Equalization (Phase 1)
 - Phosphorus Pilot Study
 - Construct Tertiary Treatment (Phase 2)
 - Land Application on Prairie (Phase 3)



Project History Background

Tertiary: Third in order or level

For wastewater:

Primary – Physical separation

Secondary – Biological Treatment

Tertiary – Chemical Treatment

Project History

2014 - 2016 Phase 1 Plant Upgrade

- Borrowed \$10.8M through state wastewater loan program (SRF)
- Added flow equalization, new headworks, solids storage
- Completed 2016



Project History

2016 - 2018 Phosphorus Removal Pilot Project

- Conclusions:
 - Clarification (settling) step before membranes
 - Generally, can expect around 40 parts per billion effluent phosphorus



Project History

2018 – Present Phase 2: Tertiary Treatment



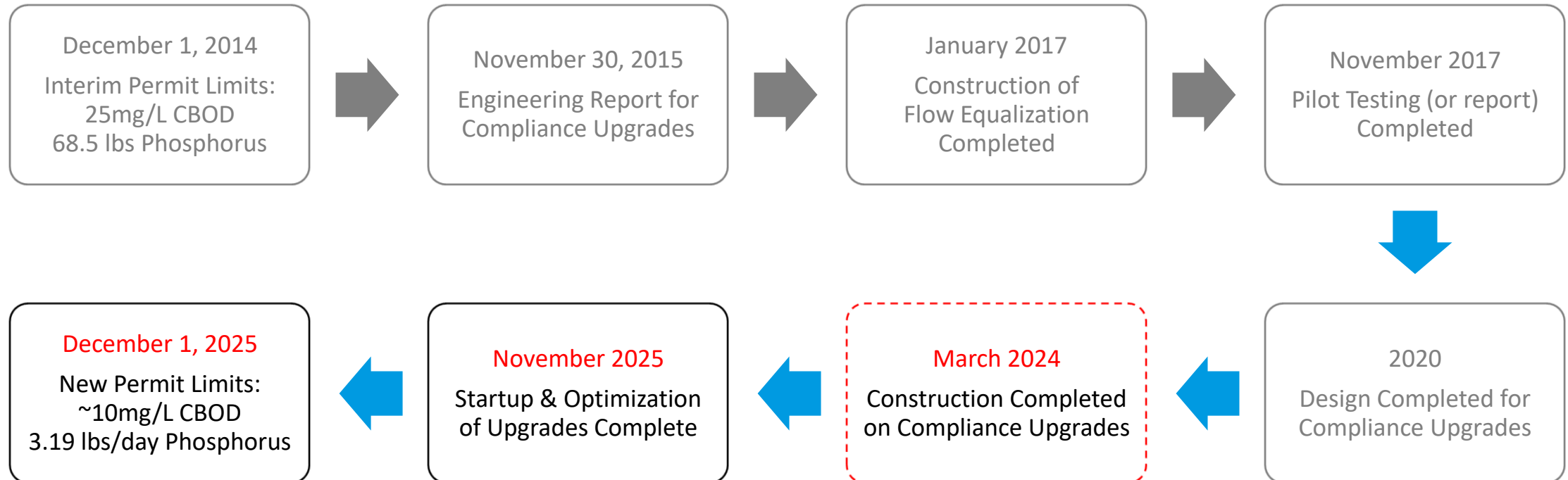
Project History

2018 – Present Phase 2: Tertiary Treatment

- Chemical Treatment
 - Add chemicals to adjust pH and to bind phosphorus.
 - Separate via gravity, as much as possible.
 - Remove remainder with membrane filters.
 - More expensive, more reliable.

Project History

Compliance Schedule



Project Overview

2018 Project Goals

1. Satisfy NPDES Permit Compliance Schedule
2. Anticipate increased capacity needs
3. Maximize long-term return on investment
4. Avoid duplicate future upgrades

Project Overview

Timeline



- Project Bid March 2020
 - Bid: \$36.6M
 - Next low bid \$38.8M
 - Estimate: \$38.8M
 - Decision made to proceed
- Project Awarded May 2020, commenced in summer
- Original Duration: ~2.5 years

Project Overview

Funding

Funding Source	At Bid Award, Spring 2020
Dedicated R&R Fund (7.7%)	\$3,542,998
Capital	\$11,980,197
General Replacement	\$6,247,907
Loan	\$24,010,000*
ARPA	\$0
Sum	\$45,781,102

Project Overview

Partners

J-U-B Engineers – Design & Construction Management

Wigen Water Technologies – Membrane Equipment

Sletten Construction – General Contractor

Panhandle Area Council – Wage Compliance

Allwest – Special Inspections/Testing

Project Overview

Challenges, Opportunities, Issues

- Pandemic
- Supply chain
- Generator Addition
- Ukraine war
- Construction quality/challenges
- Complex/ongoing contractual relationships

Project Overview

Negotiation Approach

- Good business partner
- Stay within contract
- Ensure quality infrastructure
- Establish new deadlines
- Resolve delay issues
- Provide clarity



Project Overview

Major Changes

Summary	Cost Impact	Time Impact
Generator Addition (CO-36)	\$198,096.73	"TBD"
Time Extension (CO-66) Pandemic, Supply Chain, Generator	\$1,103,254.22	+488 Days
Time Extension (CO-68) Membrane Supplier Claims	\$175,600.62	+115 Days
Time Extension (CO-80) Multiple Delay Claims	\$0	+126 Days

Current required completion date: Oct 27, 2024

Financial

Overall Budget with Change Orders

Obligations	At Bid Award	January 2025	% Change
JUB Contract	\$6,798,050	\$9,998,972	47%
Allwest Contract	\$150,000	\$182,071	21%
PAC Contract	\$58,000	\$113,517	96%
Contractor (Sletten)	\$36,595,000	\$40,531,890	11%
Contingency	\$2,180,052	\$323,880	-85%
Total	\$45,781,102	\$51,150,330	12%

Financial Fund Summary

	At Bid Award	January 2025	Change
Dedicated R&R Fund (7.7%)	\$3,542,998	\$3,958,522	12%
Capital	\$11,980,197	\$13,360,549	12%
General Replacement	\$6,247,907	\$8,731,199	40%
Loan	\$24,010,000*	\$24,100,060	0%
ARPA		\$1,000,000	
Sum	\$45,781,102	\$51,150,330	

Project Update

Completed and in operation:

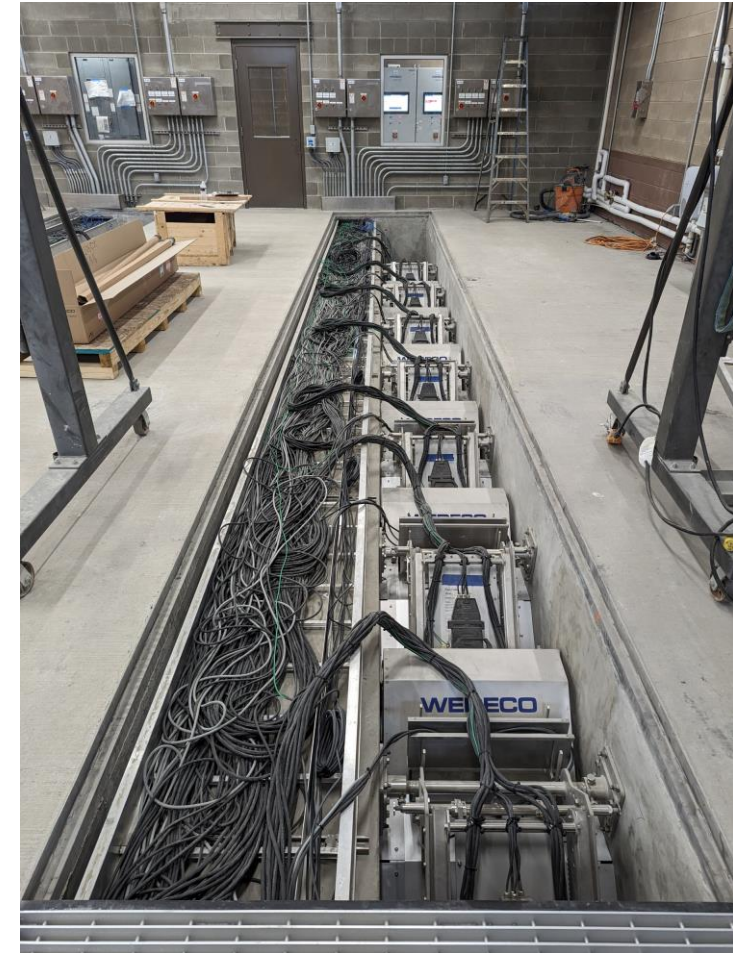
- City operation of secondary treatment improvements
- City operation of the Tertiary Clarification with Chemical application
- City operation of the Ultraviolet Facility

In progress:

- Acceptance Testing of Membrane System
 - Final Acceptance Test – 14 to 30 days







Next Steps



- Contract Amendments for Consultants
- Address Contractor claims
- Work toward project completion
 - Testing
 - Punchlist
- Ongoing optimization of treatment

Summary

- Project is nearing completion.
- Project has taken significantly longer than planned.
- Project has cost 12% more than estimated in 2020.
- Funding sources remain aligned with the master plan financial strategy
- Significant impacts to other projects not anticipated



Questions and Discussion



**CITY COUNCIL
MEETING MINUTES**

**January 7, 2025
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Joe Malloy, Nathan Ziegler, Samantha Steigleder, Randy Westlund, Ryan Davis– **Present**

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

Jacobson: There are many of you here tonight to speak about the Marina at Templins, The City has no authority over what happens at the marina. That is something that we have no control over. The public comment section of tonight's meeting is for issues pertaining to the city. As I said the expansion of the marina does not fall under city related business. If you want to pick one person to bring your comments forward to council we will allow it, even though it is not city related. We can only make decisions on issues that come under our purview.

The city received the Government Finance Officers Association's Distinguished Budget Presentation Award for the 2023 budget. Congratulations to Jason and his team.

City Council will hold a special meeting on Thursday, January 16th, at 5pm to interview candidates for City Council Seat #2.

The January 21 City Council meeting has been cancelled.

The City is still collecting responses for the Housing Need Survey. Visit the city's website to complete the survey by January 17th.

City Hall and city business offices will be closed on Monday January 20, in observance of Martin Luther King Jr. 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

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Steigleder: I need to recuse myself from Consent Item F.

Motion by City Council Malloy to move Consent Item F to its own vote

Second by City Council Steigleder.

Ayes: City Council Malloy, City Council Ziegler, City Council Steigleder, City Council Westlund, City Council Davis

Motion Carried

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – December 17, 2024, City Council Meeting
- b. Payables 12/19/2024 - 01/08/2025
- c. Mongeau Meadows Annexation Agreement File No. ANNX-24-3
- d. Shawver Autobody Zone Change Reasoned Decision (ZC-24-1)
- e. North Place East 2nd Addition Subdivision Construction Improvement Agreement
- f. Mountain View Bible Church Annexation Reasoned Decision (ANNX-23-6)

This item was given its own vote separate from the consent section.

Motion by City Council Malloy to Approve the Mountain View Bible Church Annexation Reasoned Decision (ANNX-23-6).

Second by City Council Westlund.

Ayes: City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis

Nays: None

Abstain: Steigleder

Motion Carried

- g. Acceptance of Easement and Rights-of-Way from Land Camp LLC
- h. North Place East 2024 Subdivision Master Development Agreement File No. SUBD-23-7

Motion by City Council Malloy to accept the Consent Calendar as amended (to exclude item F in this vote).

Second by City Council Ziegler.

Ayes: City Council Malloy, City Council Ziegler, City Council Steigleder, City Council

2. PUBLIC HEARINGS

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ACTION ITEMS:

- a. FY 2025 Budget Amendment No. 2

Public Hearing Opened at 6:07pm

Finance Director Jason Faulkner Presenting: These are items that were budgeted for FY2024 but were not actually expended so they need to be carried forward to FY2025. The individual items were reviewed with council. Total transfers would be \$5,099,986 to FY2025.

Steigleder: Can you explain the Westwood Water Distribution Project?

Faulkner: It was previously approved last year, we are just bringing them forward to FY25. It is specifically for this project and will be used on this project.

Public Hearing Closed: 6:11pm

**Motion by City Council Malloy to Approve the FY 2025 Budget Amendment No. 2.
Second by City Council Westlund.**

**Ayes: City Council Malloy, City Council Ziegler, City Council Steigleder, City Council Westlund, City Council Davis
Motion Carried**

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

4. NEW BUSINESS

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ACTION ITEMS:

5. CITIZEN ISSUES

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Cheryl Scoffield, Post Falls: This is regarding the Marina expansion. Many of the people who live on the river do not want this expansion. Different departments were asked for a comment for the hearing, only the Sheriff and the environmental people replied with no comment. The rest of the people didn't respond at all. There are concerns over shoreline erosion and safety issues. There was a hearing where we found out that Stan Craft is extending beyond what Templins currently has. This is a water grab.

Jacobson: For clarification, I want to see the redevelopment of the Red Lion Hotel. I am not weighing in on the marina itself. Development is not about the profit, for us it is about the value to the city and the additional call for city services. We hear you and appreciate your concerns.

6. ADMINISTRATIVE / STAFF REPORTS

This portion of the agenda is for City staff members to provide reports and updates to the Mayor and City Council regarding City business as well as responses to public comments. These items are for information only and no final action will be taken.

a. Corbin Lift Station Rehabilitation Project Staff Report

Public Works Project Manager Jaxon Fleshman: This is an update on the Corbin Lift Station Rehabilitation Project. We negotiated the property purchase and temporary construction easement a few years ago. With the project we have increased the size of the wet well, added overflow emergency storage, constructed a new electrical control building, replaced the site generator for backup power, and made improvements to the odor control system. The project started in April 2022 and we had substantial completion in September 2024. The final engineering and construction management agreement was \$368,600 and the final construction contract was \$1,686,759. Both these numbers include any change orders or amendments. The 2023 engineers estimate was \$2.1 million, actual total in 2024 was \$2.06 million, so it was under budget. Photos of the construction progress were shown.

Jacobson: Its great to have the project come in under budget and on time. It was good planning on the property acquisition and easement.

b. FY 2026 Budget Process

Deputy City Administrator Warren Wilson Presenting: We wanted to give an update of how we anticipate this process rolling out in the Spring. It helps to have Council priorities to help staff align the future budget. There will be a couple of longer workshops and solicitation for Council involvement. By January 31st, we would like to have council's "big picture" budget priorities for FY26. February 20th will be a two hour workshop. By March 31st, we would ask council for any

specific budgetary requests which should include an estimated dollar amount. May 15 will be a two hour workshop where we present the draft budget. Additional workshops and presentations may be scheduled as necessary. The Budget Hearing will take place in August.

Westlund: I would like to see more information on the individual departments financial outlook.

Wilson: We can work on that. I would also suggest that if you have questions let us know and we can sit down and answer those.

Steigleder: I would like to see the operating versus capital costs broken out. A standard way of talking about those numbers from meeting to meeting would be helpful.

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

Jacobson: Seat #2 interviews will take place on Thursday the 16th. I talked with council and they requested some considerations such as not considering anyone who had previously been defeated in an election. Also, they requested someone with a business background (although we have four to five currently that have business backgrounds), and who was not grown up in the structure of the city or served on a committee. I will make my nomination on Thursday and then if they are approved we will swear them in that night. I would like to give a reminder to watch for pedestrians and if there's the ability as you are driving to move away from the pedestrians as they are walking please do.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Motion by City Council Malloy to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement, further that no action will be taken during the session and that the session will last approximately 30 minutes.

Second by City Council Ziegler.

Ayes: City Council Malloy, City Council Ziegler, City Council Steigleder, City Council Westlund, City Council Davis

Motion Carried

Executive Session Entered at 6:43pm

Return to Regular Session at 7:30pm

- b. Authorization for Mediation Participation in City V. GVD Partners and Redtail Construction Litigation

Motion by City Council Malloy to Approve the Authorization for Mediation Participation in City V. GVD Partners and Redtail Construction Litigation.

Second by City Council Ziegler.

Ayes: City Council Malloy, City Council Ziegler, City Council Steigleder, City Council Westlund, City Council Davis

Motion Carried

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting adjourned at 7:31pm.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Joe Malloy, Nathan Ziegler, Randy Westlund , Ryan Davis

Mission
Building Community.



**CITY COUNCIL
MEETING MINUTES**

**January 16, 2025
5:00 PM**

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

SPECIAL MEETING – 5:00 pm 2nd Floor Conference Room

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Samantha Steigleder, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis – **Present**

AMENDMENTS TO THE AGENDA

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None

1. NEW BUSINESS

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ACTION ITEMS:

a. Interview Candidates for Council Seat #2

Candidates for Council Seat #2 were interviewed by the Mayor and Council in the following order: Aaron Plew, Patrick O'Halloran, Annette Nolting, and Julie Hensley. The Mayor and each Councilor were given the opportunity to ask questions of each candidate individually. When the candidates were not being interviewed, they exited the conference room so as not to hear the questions and answers of the other candidates.

b. Brief Recess

A break was taken for five minutes.

c. Nomination and Confirmation of Mayor's Appointment for Council Seat #2

Mayor Jacobson nominated for Council Seat #2 Aaron Plew.

**Motion by City Council Malloy to Approve the Nomination and Confirmation of Mayor's Appointment for Council Seat #2, Aaron Plew.
Second by City Council Steigleder.**

Ayes: City Council Steigleder, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

d. Oath of Office for Council Seat #2

The oath was administered and accepted by Aaron Plew.

ADJOURNMENT

Meeting adjourned at 6:19pm.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Wolf, CSR/AP

SUBJECT: Payables 01/08/25 - 02/05/25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Check Approval and Hand Check Accountability reports dated February 05, 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,780,856.64 to be dated February 05, 2025. The Hand Check Accountability is for hand checks issued January 03, 2025 – January 24, 2025, and total \$226,343.99.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$2,007,200.63

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 02.05.25
2. Hand Check Accountability for Check Run 02.05.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT14455 - Check Run 02/05/25 01.23.25
Vendor Set: 01 - Vendor Set 01

Check Date: 2/5/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN07931	HAYDEN HOMES				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 1556 N. MONGEAU	001-22115	2,000.00
VEN13045	LAWSON HOMES				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 1980 E. MYKAL	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 4115 N. PASTURE VIEW	001-22115	2,000.00
Balance Sheet Accounts Total:					6,000.00
Dept: 411 Mayor & Council					
A510	AIC - Association of Id Cities				
APMWB	Check	200012447	Fall 2024 AIC Meeting for Samantha	001-411.0000.64010	50.00
P4835	ProPrint				
APMWB	Check	66755	Ryan Davis Business Cards	001-411.0000.63060	31.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5947	December Lobbying	001-411.0000.62040	2,916.66
Dept 411 Total:					2,997.66
Dept: 412 Information Systems					
A017	A-Tec, Inc.				
APMWB	Check	6433	Street Dept gate camera	001-412.0000.66040	294.91
		6419	North 360 camera replacement	001-412.0000.66180	1,465.62
		6418	North 360 camera mounting cap	001-412.0000.66180	49.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	INV0149474	Fortinet Custom Coterm	001-412.0000.66014	4,750.00
		AC1K28G-1.6.25	Fortinet FG-60F Replacement for Parks	001-412.0000.66040	825.11
C1799	Cerium Networks				
APMWB	Check	1107476	Cerium cross-tenant synchronization project	001-412.0000.62040	4,780.00
D070	Dell Marketing LP				
APMWB	Check	10792962861	Presentation laptop for Council Chambers	001-412.0000.80010	1,227.88
P4835	ProPrint				
APMWB	Check	66874	Business cards for Kirby	001-412.0000.63060	31.00
Dept 412 Total:					13,423.52
Dept: 414 Finance					
VEN14240	ACRAnet- CBS Branch				
APMWB	Electronic Funds Transf	27575	Criminal background check for A. McCarley	001-414.0000.62080	52.50
A4280	Alpine Summit CPAs				
APMWB	Check	12855	Fiscal year 2024 audit	001-414.0000.62091	4,000.00
B091	BDS				
APMWB	Check	98277	Utiltiy Billing and delinquency notices	001-414.1445.62170	6,637.82
				001-414.1445.62190	3,609.77
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1614115	November 2024 Background Checks	001-414.0000.62080	41.24
V040	ODP Business Solutions				
APMWB	Check	406824290001	Office Supplies-Streets	001-414.0000.63060	53.99
Dept 414 Total:					14,395.32
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	94355	postage machine inkjet cartridge	001-415.0000.66080	277.00
		94287	postage machine software update	001-415.0000.66080	395.00
VEN03335	Francotyp-Postalia Inc				
APMWB	Check	RI106473136	Postage Meter Rental 12/10/24-3/9/25	001-415.0000.66080	156.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	RI106496422	Postage Meter Rental 1/3/25-4/2/25	001-415.0000.66080	135.00
Dept 415 Total:					963.00
Dept: 418 Human Resources					
V040	ODP Business Solutions				
APMWB	Check	406824290001	Office Supplies-Streets	001-418.0000.63060	17.59
Dept 418 Total:					17.59
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	11340271	PD Shredder Services	001-421.0000.62040	74.18
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transf	210308	PD Letterhead Envelopes	001-421.0000.63210	412.47
		210310	PD Warning Notices	001-421.0000.63210	662.84
VEN09421	Assurance Fitness Repair				
APMWB	Check	12130	PD Gym Maintenance, Cable Rebuild	001-421.0000.68010	780.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transf	INUS316298	3 Axon Cameras for patrol cars	001-421.0000.90020	2,705.25
B5501	Barcode Warehouse				
APMWB	Check	34385	Evidence Custom Labels	001-421.0000.63920	814.40
B160	Body By Scotty Towing				
APMWB	Check	46043	PFPD149 Repairs	001-421.0000.67100	3,084.77
VEN14905	Car Wash Plaza				
APMWB	Check	1306	PD Car Washes	001-421.0000.67170	100.00
C1799	Cerium Networks				
APMWB	Check	I107749	Avaya Support Renewal	001-421.0000.65030	1,662.00
C220	Coleman Oil Co				
APMWB	Check	CP-0210308	PD Gasoline	001-421.0000.64030	4,464.20
		CP-0213898		001-421.0000.64030	4,124.21
VEN01534	Contract Design Associates				
APMWB	Check	54732	Records Chair Repairs	001-421.0000.63060	205.73
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	14786	PD Gate Keys	001-421.0000.68010	8.98
VEN14867	CW Signs				
APMWB	Check	2624	Blank Business Cards	001-421.0000.63210	65.00
VEN14874	Debra J Salish				
APMWB	Check	25-01	PD Uniform Tailor Service	001-421.4000.72000	10.00
		25-04	PD Uniform Tailoring - Coder	001-421.4000.72000	42.00
		25-03	PD Uniform Tailoring - Porria	001-421.4000.72000	118.00
		25-07	PD Uniform Tailoring - Evidence	001-421.4000.72000	18.50
VEN15041	FirstTwo, Inc				
APMWB	Check	2678	FirstTwo Public Safety Program	001-421.0000.62040	5,400.00
VEN15037	Force Science, Ltd.				
APMWB	Check	FSI-32693	Certification Course	001-421.0000.64020	1,695.00
VEN14972	Frontline Communications Systems				
APMWB	Check	23285	PD Laptop Part Retrofits	001-421.0000.67100	370.62
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1158149	PFPD131 Tires	001-421.0000.67190	644.12
		197-1158063	PFPD145 Tires	001-421.0000.67190	569.00
		197-1157818	PFPD154 Tires	001-421.0000.67190	569.00
I153	Idaho State Police				
APMWB	Check	IN3200	Quarterly ILETS Fees - Jan-Mar 2025	001-421.0000.67310	18,762.50
VEN09941	Jacque Panza				
APMWB	Check	010325	Chaplain Stipend - December 2024	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	010325	Chaplain Stipend - Dec 2024	001-421.0000.62370	75.00
K011	Kaminsky, Sullenberger & Associates, Inc				
APMWB	Check	2025-03-20	FTO Course Registration	001-421.0000.64020	400.00
VEN03843	Lexipol LLC				
APMWB	Check	INVLEX11246404	Annual Policy Updates	001-421.0000.62040	10,130.16
L070	LexisNexis Matthew Bender				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14952	Check Magnet Forensics, LLC	43882706	PD ID Code 2024 Supplement	001-421.0000.63010	81.08
APMWB N001	Check Napa Auto Parts	SIN074170	Computer forensic software renewal	001-421.0000.63920	4,400.00
APMWB	Check	289939 04.22.24	289939 04.22.24	001-421.0000.63060	-79.56
		289431 04.18.24	289431 04.18.24	001-421.0000.67100	143.37
		325041	PFPD150 Battery & Core Deposit	001-421.0000.67100	144.55
		324491	PFPD100 Actuator & Battery	001-421.0000.67100	174.57
		289316 04.17.24	289316 04.14.27	001-421.0000.67100	194.34
		303117 07.18.24	303117 07.18.24 PFPD121	001-421.0000.67100	131.07
		294712 05.23.24	294712 05.23.24	001-421.0000.67100	234.37
		276079 01.25.24	276079 01.25.24	001-421.0000.67100	-23.29
		324557	PFPD123 Lift Support Hood	001-421.0000.67100	26.69
		289038 04.16.24	289038 4.16.24	001-421.0000.67100	-195.34
		303168 07.18.24	303168 07.18.24 PFPD121	001-421.0000.67100	-131.07
		303158	303158 07.18.24	001-421.0000.67100	-138.54
		325096	PFPD Stock - Washer Fluid	001-421.0000.67100	58.86
P4384	Proforce Law Enforcement				
APMWB R251	Check Serights Ace Hardware	562673	SRT Helmets	001-421.0000.67020	6,826.70
APMWB	Check	362750/1	PD IT - Spade Bit, Ext. Cord, Head Lamp	001-421.0000.63060	84.56
		360096.1	PD IT Tools - see attached documents	001-421.0000.63060	53.89
		362032/1	PD IT Tools	001-421.0000.63060	53.89
		363008/1	PD Velcro Straps for SRT	001-421.0000.67020	33.29
S275	Solar Eclipse				
APMWB VEN12205	Check SpectraSite Communications, LLC	54068	PFPD159 Windshield Repair	001-421.0000.67170	39.95
APMWB VEN14584	Check Sylint, LLC	4791393	Herborn Tower Rent	001-421.0000.62040	676.08
APMWB VEN14751	Electronic Funds Transf Tetiri, LLC	20841	Pro-rated SentinelOne licenses for PD	001-421.0000.66043	2,369.79
APMWB T118	Check TPI Embroidery	63	Substation Rent - January 2025	001-421.0000.62040	1,480.50
APMWB VEN07714	Check Uniforms2gear, Inc	11962	PD Uniform Hats	001-421.4000.72000	57.96
APMWB W0348	Electronic Funds Transf Washington State Criminal Justice Training Commission	INV/2025/01/0528	PD Uniform Pants	001-421.4000.72000	66.90
APMWB VEN09641	Check Wireless Connection	201140513	CJTC SWAT School Registration - Mack	001-421.0000.64020	800.00
APMWB	Check	INV857875	Call Sign WNNY587 Renewal	001-421.0000.62040	250.00
Dept 421 Total:					75,807.54
Dept: 423 Oasis					
VEN13567	Bolton Law LLC				
APMWB VEN02102	Check Stevens, Randi M.	04432	VSU Client Services	001-423.1153.68400	129.68
APMWB	Electronic Funds Transf	912	VSU Support Group - Dec24	001-423.1153.68400	725.00
		910	VSU Support Group - Oct 24	001-423.1153.68400	825.00
		911	VSU Support Group - Nov24	001-423.1153.68400	825.00
Dept 423 Total:					2,504.68
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB VEN09725	Check International Municipal Lawyers Association	CP-0208035	Fuel Usage December 2024	001-424.0000.64030	95.04
APMWB	Check	1002369	IMLA Dues	001-424.0000.62060	744.00
		1003587	IMLA Mid Year Seminar	001-424.0000.64020	450.00
VEN14845	Smith & Malek, PLLC				
APMWB	Check	55033	GVD Partners LP Hwy 41 Borrow Pit	001-424.0000.62040	4,458.50
		55032	Post Falls/CDA v KC	001-424.0000.62040	100.50

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Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0210308	PD Gasoline	001-427.0000.64030	260.22
		CP-0213898		001-427.0000.64030	154.93
Dept 427 Total:					415.15
Dept: 431 Streets					
T096	3M				
APMWB	Check	9432028688	18" x 50 yd Green electrocut film	001-431.0000.63260	338.31
		9431809429	Black & Green Film	001-431.0000.63260	1,014.93
A365	American On-Site Services				
APMWB	Check	156352	Streets - Port-a-John maintenance	001-431.0000.68130	154.80
C291	Coeur d' Alene Press				
APMWB	Check	0000030674-12052	Ad for RFQ Vehicle	001-431.0000.62000	29.56
		0000030674-12.05	AD for Vehicle RFQ	001-431.0000.62000	48.32
C220	Coleman Oil Co				
APMWB	Check	CP-0208035	Fuel Usage December 2024	001-431.0000.64030	4,920.11
C3818	Cooper Fabrication, Inc.				
APMWB	Check	29522	Fabrication of sign bases	001-431.0000.63260	720.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19929	Refelctive Vinyl & Aluminum Blanks	001-431.0000.63260	693.75
		19950	Telspar Posts	001-431.0000.63260	98.00
		19938	Aluminum Balnks	001-431.0000.63260	166.50
		19928	12 x18 Aluminum Blank	001-431.0000.63260	270.00
		19943	Rail road crossing signs and post caps	001-431.0000.63260	360.00
		19929	Refelctive Vinyl & Aluminum Blanks	001-431.0000.63260	453.00
		19943	Rail road crossing signs and post caps	001-431.0000.63260	88.00
		19926	Surface mount Telspar Breakaways	001-431.0000.63260	330.00
VEN01329	iWorQ Systems				
APMWB	Check	205963	iWorQ Work & Fleet Management Software	001-431.0000.66016	2,115.00
VEN01774	M.S. Industries Inc				
APMWB	Check	310894	grinder wheels	001-431.0000.67090	354.70
N001	Napa Auto Parts				
APMWB	Check	029998	Shop Towels, citrol cleaner	001-431.0000.68130	115.34
		326623	10W30 Oil - Quarts	001-431.0000.68150	13.16
V040	ODP Business Solutions				
APMWB	Check	406824290001	Office Supplies-Streets	001-431.0000.63060	26.39
P410	Post Falls Highway District				
APMWB	Check	2026	2024 December Mag Usage	001-431.0000.68080	21,541.18
R251	Serights Ace Hardware				
APMWB	Check	362724/1	N95 masks	001-431.0000.63110	59.38
		362462/1	Xylene & painters tape	001-431.0000.63260	33.45
		362715/1	Xylene & Alcohol	001-431.0000.63260	47.68
		362579/1	nuts & bolts	001-431.0000.63260	8.67
		362898/1	razor blades & all purpose prayer	001-431.0000.63260	15.45
		362618/1	ferrul stops, nuts & bolts	001-431.0000.63525	11.84
		362842/1	Toolbox, wrenches, pliers, screwdrivers	001-431.0000.67090	157.85
		362471/1	Clamps	001-431.0000.67090	25.84
		362662/1	Thread Sealant	001-431.0000.67090	8.99
		362934/1	Return of air filter from inv\$ 362850/1	001-431.0000.68130	-14.39
		362850/1	Chainsaw service kit	001-431.0000.68130	37.41
T090	Thorco, Inc.				
APMWB	Check	1795459	RRFB - Poleline & Cecil	001-431.0000.68140	8,935.00
VEN14310	US Fleet Tracking LLC				
APMWB	Check	487396	Monthly Fleet GPS Tracking	001-431.0000.66016	592.68
VEN01033	Western Systems				
APMWB	Check	65198	Traffic signal back plates	001-431.0000.68140	15,761.51
Z026	Ziegler Lumber Co #017				
APMWB	Check	839478	Concrete Mix on Pallet	001-431.0000.68130	289.80

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Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 432 Public Works Administration							
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	001-432.0000.64030	67.35
Dept 432 Total:							67.35
Dept: 433 Facility Maintenance							
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	001-433.0000.64030	191.35
P310	Platt Electric Supply						
APMWB	Check			8z53846	ballasts/batteries	001-433.0000.63720	238.10
R251	Serights Ace Hardware						
APMWB	Check			362472/1	hardware	001-433.0000.67030	3.12
Dept 433 Total:							432.57
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			98322	Hydraulic Adapter	001-434.0000.63011	40.92
				98407	5 quart measure & zip ties	001-434.0000.67090	24.92
A497	Arrow Construction Supply, Inc						
APMWB	Check			420661	Sublet service - S568	001-434.0000.67170	446.82
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4217581601	Fleet laundry & Rug Service	001-434.0000.63160	69.06
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	001-434.0000.64030	119.60
C3818	Cooper Fabrication, Inc.						
APMWB	Check			29420	Sublet repair - S222	001-434.0000.67170	732.50
VEN04300	CW Wraps & Marketing, Inc						
APMWB	Check			2631	Oil change stickers	001-434.0000.90010	475.00
VEN03826	FMI Equipment						
APMWB	Check			SPK-105474	Sublet Repair - P311	001-434.0000.67170	624.41
VEN01683	Goodyear Tire & Rubber Company						
APMWB	Check			197-1157992	return of tires purchased in error	001-434.0000.67190	-1,405.77
				197-1157880	Tires - S556	001-434.0000.67190	655.57
VEN01329	iWorQ Systems						
APMWB	Check			205963	iWorQ Work & Fleet Management Software	001-434.0000.66016	2,115.00
N001	Napa Auto Parts						
APMWB	Check			325155	HEadlight parts for S123	001-434.0000.63011	50.53
				326618	90° Molded Heater Hose - S355	001-434.0000.63011	15.60
				281138	281138 02.27.24	001-434.0000.63011	4.44
				MC-148113	Overpayment 02.29.24	001-434.0000.63011	-19.46
				326716	Filter stock	001-434.0000.63011	147.55
				325023	battery - S233	001-434.0000.63011	313.66
				325039	Core deposit from inv# 325023	001-434.0000.63011	-54.00
				320584	Oil Filter - Cemetary	001-434.0000.63012	15.78
				263820	263820 CM paid twice 11/7/23	001-434.0000.63012	-29.76
				325874	Oil Filter - UF300	001-434.0000.63012	8.04
				327062	Battery & Core Deposit - P453	001-434.0000.63012	141.66
				325803	Parts for UF300	001-434.0000.63012	188.76
				325105	Fuel Filter - stock	001-434.0000.63013	48.61
				326709	Oil Filter - E119	001-434.0000.63013	4.44
				326714	SOLAR Digital Battery And System Tester W	001-434.0000.67090	399.00
				313687 10.01.24	313687 10.01.24	001-434.0000.67090	2.00
VEN08121	PacWest Machinery LLC						
APMWB	Check			30425323	Tymco damage repairs	001-434.0000.67170	16,048.32
R190	Robideaux Motors Co., Inc.						
APMWB	Check			46820	Floor mats - F102	001-434.0000.63011	234.38
R251	Serights Ace Hardware						
APMWB	Check			G48019/1	Ignition Module for Stihl Blower	001-434.0000.63011	112.94
				362710/1	Ball Valave - R209	001-434.0000.63012	17.99

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S275	APMWB	Check		362713/1	Torch kit	001-434.0000.67090	53.99
		Solar Eclipse					
T106	APMWB	Check		54076	replacement of windsheild on E101	001-434.0000.63013	309.00
		Titan Truck Equipment					
VEN13040	APMWB	Check		1379423	Handheld plow control - P476	001-434.0000.63012	1,332.00
				1375597	Installation of Power Locks on Service Body	001-434.0000.67170	2,422.57
	Turf Star Western						
VEN13040	APMWB	Check		INV042418	Sublet repair of P456	001-434.0000.67170	2,289.62
				FIN010079	Overdue Charge for INV042418	001-434.0000.67170	28.23
Dept 434 Total:							27,983.92
Dept: 441 Urban Forestry							
C220	Coleman Oil Co						
VEN15040	APMWB	Check		CP-0208035	Fuel Usage December 2024	001-441.0000.64030	674.64
		Majestic Trees LLC					
P27001	APMWB	Check		121724	Tree Binding and Attempted Removal	001-441.0000.62040	1,260.00
		Pineview Horticultural Service					
K0195	APMWB	Check		30285	Native Seed Mix	001-441.0000.68190	150.00
		The Kenerson Group					
K0195	APMWB	Check		1259	Tree Inventory Software License	001-441.0000.66016	1,000.00
Dept 441 Total:							3,084.64
Dept: 442 Cemetery							
C220	Coleman Oil Co						
R251	APMWB	Check		CP-0208035	Fuel Usage December 2024	001-442.0000.64030	196.78
		Serights Ace Hardware					
VEN07745	APMWB	Check		362601/1	Batteries/lysol/towels	001-442.0000.63060	26.50
				363068/1	Propane	001-442.0000.68160	70.53
				362861/1	Concrete	001-442.0000.68170	96.14
	Wilbert Funeral Services						
VEN07745	APMWB	Check		mm41778	Dituri	001-442.0000.63760	745.00
				mm41849	Howell	001-442.0000.63760	422.00
				mm39494	Stephen Reilly	001-442.0000.63760	791.00
				mm41845	Morrison	001-442.0000.63760	1,262.00
				INV0149355	Rosales Memorial	001-442.0000.63760	1,838.00
				mm39326	Howerton	001-442.0000.63760	192.00
				mm39493	Leens	001-442.0000.63760	422.00
				mm41775	Francis	001-442.0000.63760	283.00
				mm26925	Rodkey	001-442.0000.63760	59.00
				mm39492	Brothers	001-442.0000.63760	422.00
				mm41854	Epkey	001-442.0000.63760	2,102.00
W230	Wilbert Precast Inc.						
W230	APMWB	Check		INV0149382	12 30G Concrete Vaults	001-442.0000.63420	3,660.00
Dept 442 Total:							12,587.95
Dept: 443 Parks							
A228	A-L Compressed Gases, Inc.						
A228	APMWB	Check		0002212729	Acetylene Service Charge	001-443.0000.64030	2.00
				0003045142	Acetylene for Welder	001-443.0000.64030	9.08
A365	American On-Site Services						
	APMWB	Check		I56397	Black Bay Portable Restroom	001-443.0000.65050	85.00
				I56426	Woodbridge Portable Restroom	001-443.0000.65050	85.00
				I56398	Corbin Park Portable Restrooms	001-443.0000.65050	197.00
				I56396	4th St. Portable Restroom	001-443.0000.65050	112.00
				I56403	Skate Park Portable	001-443.0000.65050	112.00
				I56427	The Landings Portable Restroom	001-443.0000.65050	112.00
				I56437	White Pine Portable Restroom	001-443.0000.65050	112.00
				I56429	Q'emiln Portable Restrooms	001-443.0000.65050	448.00
				I56439	Falls Park Portable Restroom	001-443.0000.65050	127.00
VEN14808				I56436	Kiwanis Park Portable Restroom	001-443.0000.65050	112.00
VEN14808	Ardurra Group, Inc						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	INV0149380	Parks Shop Parking Lot Design	001-443.0000.62040	8,338.90
		220689-11	Q'emiln Well Improvment Planning	001-443.1658.62330	872.70
VEN07316	BC Engineers Inc				
APMWB	Check	11137	Woodbridge Inspection	001-443.0000.62040	835.76
C220	Coleman Oil Co				
APMWB	Check	CP-0208035	Fuel Usage December 2024	001-443.0000.64030	1,980.34
VEN14867	CW Signs				
APMWB	Check	2647	Decals for Forest	001-443.0000.63260	360.00
VEN14764	Deere & Company				
APMWB	Check	117697881	John Deerire Z950M ZTrak Mowers	001-443.0000.90010	27,195.40
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0179806	Community Garden Bid Set	001-443.0000.62040	12,000.00
L109	Lowe's Credit Services				
APMWB	Check	328917	Aluminum tubing for Restroom Fans	001-443.0000.67030	169.36
		75534	Parts for White Pine Repair	001-443.0000.67050	99.67
		94681	Saw Blades	001-443.0000.67090	66.44
N001	Napa Auto Parts				
APMWB	Check	286295 03.29.24	286295 03.29.24	001-443.0000.66190	-4.44
		263171 11.03.23	263171 CM Paid twice	001-443.0000.67090	-144.60
P180	Perfection Tire				
APMWB	Check	1085242	Tube for Tire	001-443.0000.66190	19.52
P310	Platt Electric Supply				
APMWB	Check	5T97437	Heater Replacement for Const. Warehouse	001-443.0000.67050	609.76
		5022923	Heater Grill Replacements	001-443.0000.67050	415.12
R060	Ragan Equipment Co.				
APMWB	Check	01-153454	Service and filters for blower	001-443.0000.66190	269.15
		01-153809	Parts for Small Equipment Maintenance	001-443.0000.66190	341.79
		01-153863	Small Equipment Parts	001-443.0000.66190	38.46
R1691	River City Paint & Decorating				
APMWB	Check	W5ZYT	Satin Commmand Base for Floors	001-443.0000.68160	148.44
VEN09319	Rolled Steel Products, Inc				
APMWB	Check	IN141008	Roofing Steel for Spot at Woodbridge	001-443.0000.67050	83.61
		cr-r-97186c	Credit for Woodbridge	001-443.0000.94180	-22.25
R251	Serights Ace Hardware				
APMWB	Check	362855/1	Propane and Hardware	001-443.0000.64030	73.64
		362834/1	Buoy Hardware and Tools	001-443.0000.67030	10.63
		362701/1	Replacement Bulb for Trailhead	001-443.0000.67030	6.82
		362855/1	Propane and Hardware	001-443.0000.67030	56.40
		362745/1	Tie Wire for Quarry Fence Repair	001-443.0000.67050	40.47
		362826/1	Calipers	001-443.0000.67090	28.78
		362694/1	Blades for Recip Saw	001-443.0000.67090	24.29
		362834/1	Buoy Hardware and Tools	001-443.0000.67090	24.68
		362999/1	Painting Supplies	001-443.0000.68160	46.72
		362425/1	Polyurethane for Warehouse	001-443.0000.68160	37.77
		362731/1	Painting Supplies	001-443.0000.68160	27.15
U0010	ULINE				
APMWB	Check	187594364	Freight Charge	001-443.0000.63070	21.09
		188078731	Return of Dividers	001-443.0000.67030	-96.00
		187002041	Dividers for Storage Bin	001-443.0000.67030	118.36
U040	United Electrical				
APMWB	Check	23084	Install Outlets in Warehouse	001-443.0000.62180	653.82
Z026	Ziegler Lumber Co #017				
APMWB	Check	837546	Installation for the Warehouse	001-443.0000.68160	254.15
		832858	Post Bases for Community Garden	001-443.1667.63009	219.16
Dept 443 Total:					56,734.14
Dept: 444 Parks - Construction					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0179859	Warren Park Frontage Improvements	001-444.0000.94180	4,900.00
Dept 444 Total:					4,900.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 445 Recreation							
VEN13187	Checkr Inc						
APMWB	Electronic Funds Transf			1614115	November 2024 Background Checks	001-445.0000.62080	413.65
VEN14549	DaySmart Recreation						
APMWB	Check			01362451	Daysmart Online Registration	001-445.1445.62190	988.94
				INV0149432	DaySmart Subscription	001-445.1445.62190	12,281.34
V040	ODP Business Solutions						
APMWB	Check			406063454001	Office Supplies-Recreation	001-445.0000.63060	86.31
P4835	ProPrint						
APMWB	Check			66797	Brochure for Bridal Tour	001-445.0000.63210	695.00
R996	Reiber, Crystal						
APMWB	Check			12.30.24	Contractual Payment for December	001-445.0000.62040	236.25
S050	Saturday Night Inc.						
APMWB	Electronic Funds Transf			107055	Holly Jolly Volleyball T-shirts	001-445.0000.63430	393.03
S054	Schmidt, Sheila						
APMWB	Electronic Funds Transf			1.08.25	Nov-January Contractual Payment	001-445.0000.62040	1,548.00
VEN02670	SESAC LLC						
APMWB	Check			10790761	Annual Licensing	001-445.0000.62170	1,217.00
VEN14261	The JACC						
APMWB	Check			01.08.24	Oct 2024-Dec. 2024 Contractual Payment	001-445.0000.62040	1,260.00
Dept 445 Total:							19,119.52
Dept: 451 Planning & Zoning							
C291	Coeur d' Alene Press						
APMWB	Check			0000031796-01162	(Public Hearing Notice Gabrio Estates ZC-24-	001-451.0000.62000	238.55
				0000031793-01162	(Public Hearing Notice Killdeer ANN-24-4	001-451.0000.62000	317.14
Dept 451 Total:							555.69
Dept: 452 Building Inspector							
VEN07316	BC Engineers Inc						
APMWB	Check			11183	Engineering review for 767 S Majestic View	001-452.0000.62040	1,437.50
B091	BDS						
APMWB	Check			98277	Utlitiy Billing and delinquency notices	001-452.0000.62040	50.00
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	001-452.0000.64030	400.84
Dept 452 Total:							1,888.34
Dept: 453 Engineering							
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	001-453.0000.64030	172.89
Dept 453 Total:							172.89
Dept: 481 Capital Improvements/Contracts							
A017	A-Tec, Inc.						
APMWB	Check			6420	West Gate Camera Replacement	001-481.0000.68395	4,512.91
VEN14044	Glacier Bay Electric LLC						
APMWB	Check			101824	ECO Range Installation	001-481.0000.68395	1,807.00
VEN14850	Legacy Heating and Cooling						
APMWB	Check			23522610	VAV replacements	001-481.0000.68395	3,352.50
				23569519	Substation Duct Maintenance	001-481.0000.68395	275.00
				23518099	Substation Thermostat Maintenance	001-481.0000.68395	212.50
VEN03694	Otis Elevator Company						
APMWB	Check			100401785175	service contract1/1/25-3/3/25	001-481.0000.68060	1,364.64
				sr16272001	Elevator repair at City Hall	001-481.0000.68390	12,747.00
				SR16273001	PD Elevator 5-Year Inspection	001-481.0000.68395	2,680.00
Dept 481 Total:							26,951.55
Dept: 482 Personnel Pool							
VEN09725	International Municipal Lawyers Association						
APMWB	Check			1003448	2025 Annual Conference	001-482.4155.71150	800.00

Dept 482 Total: 800.00

Fund 001 Total: 337,473.27

Packet: APPKT14455 - Check Run 02/05/25 01.23.25
Vendor Set: 01 - Vendor Set 01

Check Date: 2/5/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 003 - PERSONNEL BENEFIT POOL							
Dept: 482 Personnel Pool							
VEN04994	Gallagher Benefit Services Inc.						
APMWB	Electronic Funds Transfr			331632	January 2025 Benefits Consulting	003-482.0000.62040	2,500.00
VEN14039	OneBridge						
APMWB	Check			INV-3641	FSA Admin Fees January 2025	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.						
APMWB	Check			INV-00206006	12/2024 Cobra Notices	003-482.0000.62160	112.00
VEN14901	Wellable LLC						
APMWB	Check			31749	2025 Wellable Contract	003-482.4000.73000	6,240.00
Dept 482 Total:							9,002.00
Fund 003 Total:							9,002.00
Fund: 007 - DRUG SEIZURE PROGRAM							
Dept: 425 Drug Seizure Program							
B1480	Blue Sky Broadcasting Inc.						
APMWB	Check			MC-1240648828	2024 K9 Tournament Radio Broadcasting	007-425.0000.62040	110.00
P4384	Proforce Law Enforcement						
APMWB	Check			562673	SRT Helmets	007-425.0000.67020	6,826.70
Dept 425 Total:							6,936.70
Fund 007 Total:							6,936.70
Fund: 008 - 911 SUPPORT							
Dept: 426 911 Support							
VEN15039	Always Connect Solutions						
APMWB	Check			INV-031009	Mobile connectivity for Code Enforcement ve	008-426.0000.66012	1,882.50
VEN12933	Evans Consoles Incorporated						
APMWB	Check			U37155	Dispatch Console Maintenance	008-426.0000.67040	2,970.00
M2005	Motorola Solutions						
APMWB	Electronic Funds Transfr			8282019714	Dual Band Radio Software	008-426.0000.91560	3,171.12
				8282051759	Dual band mobile radios	008-426.0000.91560	44,219.10
VEN08122	Telecommunication Systems, Inc						
APMWB	Check			04INV-000045102	PSAP Mapping Annual Fee	008-426.0000.66170	2,100.00
Dept 426 Total:							54,342.72
Fund 008 Total:							54,342.72
Fund: 011 - FACILITY BUILDING RESERVE							
Dept: 491 Facility Building Reserve							
VEN15038	Avidex Industries, LLC						
APMWB	Check			138777	City Hall Remodel Avidex Invoice Nov. 2024	011-491.1801.93163	75,209.12
				140049	Clty Hall Remodel Avidex Invoice Dec 2024	011-491.1801.93163	33,364.26
VEN01534	Contract Design Associates						
APMWB	Check			INV0149361	City Hall Remodel Furniture Contract	011-491.1801.93163	1,719.07
				INV0149362		011-491.1801.93163	13.33
				INV0149361		011-491.1801.93163	30,132.39
				INV0149362		011-491.1801.93163	71.04
				INV0149361		011-491.1801.93163	5,172.88
				INV0149362		011-491.1801.93163	1,807.75
				INV0149361		011-491.1801.93163	283.88
				INV0149362		011-491.1801.93163	1,451.34
				INV0149361		011-491.1801.93163	214.04
				INV0149362		011-491.1801.93163	150,510.43
VEN08973	Dardan Enterprises, Inc						
APMWB	Check			Pay App #6 City Hal	City Hall Remodel Dardan Pay Application #0	011-491.1801.93163	54,746.50

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN15028	Fire Systems West Inc				
APMWB	Check	INV0149437	Fire System's West City Hall Remodel PO	011-491.1801.93163	290.00
		INV0149436		011-491.1801.93163	590.20
		INV0149435		011-491.1801.93163	6,294.00
Dept 491 Total:					361,870.23
Fund 011 Total:					361,870.23
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN14992	Camoin Associates, Inc				
APMWB	Check	20969	Housing Needs Assessment - September	017-410.0000.62040	4,987.00
VEN15043	Urban3 LLC				
APMWB	Check	AC000247B	Consutling Fees	017-410.0000.62040	8,009.50
Dept 410 Total:					12,996.50
Fund 017 Total:					12,996.50
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
N080	Nickels Worth				
APMWB	Check	85251	Ad for Holiday Craft Fair	023-446.1601.62001	63.20
Dept 446 Total:					63.20
Fund 023 Total:					63.20
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfr	Dec 24 Impact Fees	December 2024 Impact Fees	034-428.0000.33117	-290.00
				034-428.0000.62040	4,633.84
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfr	Dec 24 Impact Fees	December 2024 Impact Fees	034-428.0000.33117	-580.00
				034-428.0000.62040	41,300.53
Dept 428 Total:					45,064.37
Fund 034 Total:					45,064.37
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	INV0149381	Black Bay Park-Phase 1	038-443.0000.94070	271,568.85
VEN05261	CDA PAVING				
APMWB	Check	102859	Earthfill Dumping for Woodbridge Pickleball	038-443.0000.94167	70.88
VEN14866	CDN Fence Company LLC				
APMWB	Check	509770	Fence for Woodbridge Pickleball Court	038-443.0000.94167	6,947.50
VEN12724	Civitas, Inc				
APMWB	Check	27166	Black Bay Master Plan	038-443.0000.94070	4,591.80
		27235		038-443.0000.94070	2,401.25
		27234		038-443.0000.94070	290.00
		27165		038-443.0000.94070	2,937.50
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transfr	Payapp5LR	Community Garden Work	038-443.1667.95520	43,389.69
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	6132	Quarry Sports Complex Phase I Engineering	038-443.0000.94230	7,410.88
Dept 443 Total:					339,608.35
Fund 038 Total:					339,608.35
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98368	Pista Grit Parts	650-463.0000.68025	42.92
		98280	WWTP Shop Supplies	650-463.0000.68025	141.19
A424	Anatek Labs, Inc.				
APMWB	Check	430945	Burly Products IPT sampling	650-463.0000.63871	2,030.00
		2431930	Surface Water	650-463.0000.68360	675.00
		2432246		650-463.0000.68360	595.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	210756-25	Community Forest 7/2024-11/2024	650-463.0000.62040	540.00
		210583-30	Bentley LS FINAL Ardurra Invoice	650-463.0000.62040	460.85
VEN03129	Barr Tech LLC				
APMWB	Check	10152	Bio Solids Disposal Dec 2024	650-463.0000.62150	75,446.26
C064	Cascade Columbia Distribution				
APMWB	Check	912070	HASA Multichlor 12% NSF	650-463.0000.68025	275.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4217581942	WWTP Uniforms	650-463.4000.72000	163.49
		4218321754	WWTP Uniforms	650-463.4000.72000	177.44
C220	Coleman Oil Co				
APMWB	Check	CP-0208035	Fuel Usage December 2024	650-463.0000.65005	472.95
C3090	Columbia Electric Supply				
APMWB	Check	1120-1020312	STRAT Server Support Renewel	650-463.0000.66012	4,366.00
		1120-1020249	3" Strap	650-463.0000.68025	13.53
		1120-1020188	1HP 120V AC	650-463.0000.68025	-399.02
		1120-1020184	1 HP 120V AC	650-463.0000.68025	399.02
VEN11813	Endress & Hauser, Inc				
APMWB	Electronic Funds Transf	6002646365	Flowmeter for the belt press	650-463.0000.68025	4,130.39
G098	Grainger				
APMWB	Check	9371527970	Lockout Adjustable Cables Locks	650-463.0000.63110	223.44
		9352061353	Eye Wash	650-463.0000.63110	105.12
		9343749413	Screwdriver Sets	650-463.0000.67090	155.34
		9354604903	KEY CONTROL CABINET	650-463.0000.68025	43.93
VEN14900	GSM Engineered Fabrics, LLC				
APMWB	Check	INVGSM7526	New belts for the Andritz	650-463.0000.68025	4,468.73
H030	Hach Company				
APMWB	Check	14284723	AMMONIA TNT+	650-463.0000.63400	178.50
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1022416	Ecology Block	650-463.0000.68025	300.00
		1022308	ECOLOGY BLOCK	650-463.0000.68025	600.00
K100	Kootenai County Solid Waste				
APMWB	Check	11-26381	Dog Pound Boxes	650-463.0000.65050	2.60
N001	Napa Auto Parts				
APMWB	Check	324826	Battery	650-463.0000.67170	136.84
		326383	Gasket Maker	650-463.0000.68025	21.99
VEN14930	National Safety Inc				
APMWB	Check	0746929-IN	WWTP Safety Supplies	650-463.0000.63110	273.00
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5186746	Buffer Preservative 60mL BT	650-463.0000.63400	13.53
O040	Overhead Door Company				
APMWB	Check	572970	Repair garage door in WWTP	650-463.0000.68010	197.50
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032230861	Drive Roll Kit	650-463.0000.68025	126.04
P4835	ProPrint				
APMWB	Check	66757	Business Cards Mae Langford	650-463.0000.63060	31.00
R251	Serights Ace Hardware				
APMWB	Check	362871/1	WWTP Shop Supplies	650-463.0000.67090	85.86
		362737/1	Poly Tube	650-463.0000.68025	11.54
		362943/1	WWTP Supplies	650-463.0000.68025	32.03
		362647/1	WWTP Shop Supplies	650-463.0000.68025	69.20
VEN13836	Thermal-King Inc				
APMWB	Check	10004058	Repairs/replacement of the compressor.	650-463.0000.68025	2,318.84
U1006	Univar Solutions USA, LLC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	52708043	Caustic Soda Deliveries	650-463.0000.63008	4,756.75
		52659939	Citric Acid 50%	650-463.0000.63008	4,852.00
		52703483	Aluminum Sulfate	650-463.0000.63490	6,590.32
		52667942		650-463.0000.63490	6,590.32
		52683763	POLE TECH LIQ	650-463.0000.68025	200.00
U145	USABlue Book				
APMWB	Check	INV00594359	Lab Supplies	650-463.0000.63400	642.09
		INV00576026	Aux Input Cable	650-463.0000.68025	264.00
		INV00577358	All Weather Sampler	650-463.0000.90010	16,619.50
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1628231	Ice	650-463.0000.68025	29.95
Dept 463 Total:					139,469.98

Dept: 466 Wastewater - Collections

VEN14736	Cintas Corporation No. 3				
APMWB	Check	4217581942	WWTP Uniforms	650-466.4000.72000	163.50
		4218321754	WWTP Uniforms	650-466.4000.72000	177.45
C220	Coleman Oil Co				
APMWB	Check	CP-0208035	Fuel Usage December 2024	650-466.0000.65005	1,737.08
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012231559.001	8 in, Mechanical Joint	650-466.0000.63330	209.73
N001	Napa Auto Parts				
APMWB	Check	270228 12.18.23	270228 12.18.23 paid twice	650-466.0000.63006	-27.00
		304368 07.26.24	304368 07.26.24	650-466.0000.63006	2.00
		262078	262078 11.20.23 paid twice	650-466.0000.63006	-119.21
VEN14930	National Safety Inc				
APMWB	Check	0744863-IN	Safety Gloves & Glasses	650-466.0000.63110	219.35
		0745800-IN		650-466.0000.63110	337.45
VEN15033	NorthStar Utility Services LLC				
APMWB	Check	CPF.CCTV.DEC202	Force Main CCTV Inspection	650-466.0000.62040	1,516.49
P180	Perfection Tire				
APMWB	Check	1084946	Auto Repairs on T115	650-466.0000.67170	1,114.06
P4900	Pumptech, Inc				
APMWB	Check	0214143-IN	Repair Kits & Parts for Greensferry LS	650-466.0000.68021	14,932.52
VEN07942	RWC International LTD				
APMWB	Check	RA106013158.01	PTO Mode Repairs on 2023 International	650-466.0000.67170	1,454.90
R251	Serights Ace Hardware				
APMWB	Check	362924/1	Tape Measure & Nipple	650-466.0000.63330	24.29
		362533/1	Pressure Gauge	650-466.0000.63330	17.98
		362972/1	WWTP Supplies	650-466.0000.63330	10.80
VEN01248	United Crown Pump & Drilling				
APMWB	Check	108108	Sensor float control	650-466.0000.63330	491.13
VEN14989	VEGA Americas, Inc				
APMWB	Check	631155	Radar level instrumentation	650-466.3104.68400	7,365.13
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transf	507	PLC Programming change low level float Poi	650-466.0000.62040	240.00
		506	Tullamore LS Backup PLC Malfunction	650-466.0000.62040	320.00
		505	Troubleshooting Controls @ Tullamore LS	650-466.0000.62040	320.00
		498	Guy LS Replace Analog Card & Power Supp	650-466.0000.62040	1,200.00
Dept 466 Total:					31,707.65

Dept: 468 Wastewater - Surface Water

C220	Coleman Oil Co				
APMWB	Check	CP-0208035	Fuel Usage December 2024	650-468.0000.65005	297.53
P180	Perfection Tire				
APMWB	Check	1084259	Oil Change D104	650-468.0000.67170	67.03
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354170-011	6th Ave Stormwater	650-468.3238.95520	3,555.00
Dept 463 Total:					3,919.56

Fund 650 Total: 175,097.19

Packet: APPKT14455 - Check Run 02/05/25 01.23.25

Check Date: 2/5/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

[P050](#) Panhandle Area Council

APMWB	Check	56-PFLM	Tertiary Upgrade PAC Invoice December 20:	651-463.3213.90015	2,260.00
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Dept 463 Total: 2,260.00**Fund 651 Total:** 2,260.00**Fund:** 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

[VEN03693](#) North Idaho Title Company

APMWB	Check	INV0149447	Title Reports for Guy Rd LS Project	652-463.3232.95520	225.00
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INV0149445	652-463.3232.95520	225.00
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INV0149444	652-463.3232.95520	225.00
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INV0149443	652-463.3232.95520	225.00
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INV0149442	652-463.3232.95520	225.00
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INV0149441	652-463.3232.95520	225.00
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INV0149440	652-463.3232.95520	225.00
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INV0149439	652-463.3232.95520	225.00
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INV0149438	652-463.3232.95520	225.00
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INV0149446	652-463.3232.95520	225.00
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[VEN14912](#) Northern Star Auto, LLC

APMWB	Check	Corbin Property - El	3300 Seltice Payment for Future Electrical In	652-463.3234.95520	699.60
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[W090](#) Welch Comer & Associates, Inc.

APMWB	Electronic Funds Transf	41354140-012	Fisher LS Relocation Welch Invoice Novemb	652-463.3232.95520	206.00
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Dept 463 Total: 3,155.60**Fund 652 Total:** 3,155.60**Fund:** 700 - SANITATION

Dept: 461 Sanitation

[VEN07913](#) CANNON HILL

APMWB	Check	41623	Wood Waste	700-461.0000.65050	50.00
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[VEN04268](#) Coeur d'Alene Garbage Service

APMWB	Check	2721470	Dumpster	700-461.0000.65050	63.45
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[K100](#) Kootenai County Solid Waste

APMWB	Check	09-30289/11-42902	Yard Waste from Woodbridge	700-461.0000.65050	100.48
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09-30289/11-43576	Wood waste	700-461.0000.65050	36.64
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09-30289/11-46173	Wood waste from Kiwanis	700-461.0000.65050	10.09
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09-30289/11-45821	Big Can Refuse	700-461.0000.65050	46.02
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09-30289/11-45439	Yard Waste from South Arboretum	700-461.0000.65050	49.86
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09-30289/11-42668	Yard Waste	700-461.0000.65050	57.53
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09-30289/11-43676		700-461.0000.65050	26.85
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09-30289/11-45958	Big Can Refuse	700-461.0000.65050	20.71
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[C115](#) Northwest Waste and Recycling

APMWB	Electronic Funds Transf	1.14.25	Sanitation Monthly Contract	700-461.0000.62042	391,096.27
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[P4835](#) ProPrint

APMWB	Check	66683	2025 Magnetic Recycle Calendars	700-461.0000.62041	524.00
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Dept 461 Total: 392,081.90**Fund 700 Total:** 392,081.90**Fund:** 750 - WATER OPERATING

Dept: 462 Water Operating

[A090](#) Accurate Testing Labs LLC

APMWB	Check	143634	Water testing	750-462.0000.68360	210.00
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143709	Coliform Presence/Absence Water Testing	750-462.0000.68360	150.00
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143677		750-462.0000.68360	150.00
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143028	VOC in Drinking Water @Well 9	750-462.0000.68360	2,700.00
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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			143594	Water Testing	750-462.0000.68360	150.00
				143533		750-462.0000.68360	150.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			98249	Water Sample Parts/Supplies	750-462.0000.68360	1,176.87
B0690	Batteries Plus						
APMWB	Check			P79352334	3.6V Batteries	750-462.0000.63280	149.78
C1161	CDA Garbage						
APMWB	Electronic Funds Transf			2720821	Water Recycle Bin	750-462.0000.65050	30.50
				2605107	Water Recycle Rental	750-462.0000.65050	4.00
C220	Coleman Oil Co						
APMWB	Check			CP-0208035	Fuel Usage December 2024	750-462.0000.64030	1,381.99
H215	Core & Main LP						
APMWB	Check			W113570	Hydrant Adapter w/Cap	750-462.0000.63280	5,260.00
				W121894	1" Grip Gasket	750-462.0000.63280	100.00
				W175515	Fire Hydrant Locks	750-462.0000.80090	1,302.20
F1000	Ferguson Waterworks						
APMWB	Check			0066331	Sensus Software Annunal Support Fee	750-462.0000.66012	3,941.41
VEN14305	General Pacific, Inc						
APMWB	Electronic Funds Transf			1506639	1" Replacement Meters	750-462.0000.91280	9,380.00
N001	Napa Auto Parts						
APMWB	Check			013801	Ratchet	750-462.0000.67090	126.22
				327900	Light Bulb	750-462.0000.67170	3.63
N0991	Norco Inc						
APMWB	Check			0042379453	N95 Masks	750-462.0000.63110	151.28
				0042537408	Eyewear Cleaning Wipes	750-462.0000.63110	11.60
C1170	Norfolk Iron & Metal Co						
APMWB	Electronic Funds Transf			22215961	Sheet Metal	750-462.0000.63280	161.67
P180	Perfection Tire						
APMWB	Check			1085048	New Tires on W116	750-462.0000.67170	1,308.28
				1085030	Tires for W119	750-462.0000.67170	1,509.08
S074	Secretary of State, Notary						
APMWB	Check			1.16.25	Notary Renew Deidre Davis	750-462.0000.64020	30.00
R251	Serights Ace Hardware						
APMWB	Check			362528/1	Water Shop Supplies	750-462.0000.63280	98.94
				362886/1	Water Shop Supplies	750-462.0000.63280	81.34
				362030.1 01.21.25	Invoice 362030	750-462.0000.63280	58.49
				362567/1	Water Shop Supplies	750-462.0000.63280	39.57
				G53437/1	Angle Grinders	750-462.0000.67020	457.75
				G48983/1	Water Filter Wrench	750-462.0000.67090	58.45
VEN06709	Specialty Environmental						
APMWB	Electronic Funds Transf			1170248	Well House #4 Specialty Environmental Asb	750-462.3227.95550	1,040.00

Dept 462 Total: 31,373.05

Fund 750 Total: 31,373.05

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

[VEN14948](#) Century West Engineering Corp.

APMWB	Check	249341	Services Rendered to 11/29/24 Water Line P753-462.3225.95500	9,531.56
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Dept 462 Total: 9,531.56

Fund 753 Total: 9,531.56

Report Total: 1,780,856.64



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	6,000.00
	001-411.0000.62040	2,916.66
	001-411.0000.63060	31.00
	001-411.0000.64010	50.00
	001-412.0000.62040	4,780.00
	001-412.0000.63060	31.00
	001-412.0000.66014	4,750.00
	001-412.0000.66040	1,120.02
	001-412.0000.66180	1,514.62
	001-412.0000.80010	1,227.88
	001-414.0000.62080	93.74
	001-414.0000.62091	4,000.00
	001-414.0000.63060	53.99
	001-414.1445.62170	6,637.82
	001-414.1445.62190	3,609.77
	001-415.0000.66080	963.00
	001-418.0000.63060	17.59
	001-421.0000.62040	18,010.92
	001-421.0000.62370	100.00
	001-421.0000.63010	81.08
	001-421.0000.63060	318.51
	001-421.0000.63210	1,140.31
	001-421.0000.63920	5,214.40
	001-421.0000.64020	2,895.00
	001-421.0000.64030	8,588.41
	001-421.0000.65030	1,662.00
	001-421.0000.66043	2,369.79
	001-421.0000.67020	6,859.99
	001-421.0000.67100	4,074.97
	001-421.0000.67170	139.95
	001-421.0000.67190	1,782.12
	001-421.0000.67310	18,762.50
	001-421.0000.68010	788.98
	001-421.0000.90020	2,705.25
	001-421.4000.72000	313.36
	001-423.1153.68400	2,504.68
	001-424.0000.62040	4,559.00
	001-424.0000.62060	744.00
	001-424.0000.64020	450.00
	001-424.0000.64030	95.04
	001-427.0000.64030	415.15
	001-431.0000.62000	77.88
	001-431.0000.63060	26.39
	001-431.0000.63110	59.38
	001-431.0000.63260	4,637.74
	001-431.0000.63525	11.84
	001-431.0000.64030	4,920.11
	001-431.0000.66016	2,707.68
	001-431.0000.67090	547.38
	001-431.0000.68080	21,541.18
	001-431.0000.68130	582.96
	001-431.0000.68140	24,696.51
	001-431.0000.68150	13.16
	001-432.0000.64030	67.35
	001-433.0000.63720	238.10
	001-433.0000.64030	191.35

001-433.0000.67030	3.12
001-434.0000.63011	846.56
001-434.0000.63012	1,674.47
001-434.0000.63013	362.05
001-434.0000.63160	69.06
001-434.0000.64030	119.60
001-434.0000.66016	2,115.00
001-434.0000.67090	479.91
001-434.0000.67170	22,592.47
001-434.0000.67190	-750.20
001-434.0000.90010	475.00
001-441.0000.62040	1,260.00
001-441.0000.64030	674.64
001-441.0000.66016	1,000.00
001-441.0000.68190	150.00
001-442.0000.63060	26.50
001-442.0000.63420	3,660.00
001-442.0000.63760	8,538.00
001-442.0000.64030	196.78
001-442.0000.68160	70.53
001-442.0000.68170	96.14
001-443.0000.62040	21,174.66
001-443.0000.62180	653.82
001-443.0000.63070	21.09
001-443.0000.63260	360.00
001-443.0000.64030	2,065.06
001-443.0000.65050	1,502.00
001-443.0000.66190	664.48
001-443.0000.67030	265.57
001-443.0000.67050	1,248.63
001-443.0000.67090	-0.41
001-443.0000.68160	514.23
001-443.0000.90010	27,195.40
001-443.0000.94180	-22.25
001-443.1658.62330	872.70
001-443.1667.63009	219.16
001-444.0000.94180	4,900.00
001-445.0000.62040	3,044.25
001-445.0000.62080	413.65
001-445.0000.62170	1,217.00
001-445.0000.63060	86.31
001-445.0000.63210	695.00
001-445.0000.63430	393.03
001-445.1445.62190	13,270.28
001-451.0000.62000	555.69
001-452.0000.62040	1,487.50
001-452.0000.64030	400.84
001-453.0000.64030	172.89
001-481.0000.68060	1,364.64
001-481.0000.68390	12,747.00
001-481.0000.68395	12,839.91
001-482.4155.71150	800.00
Fund 001 Total:	337,473.27
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	112.00
003-482.4000.73000	6,240.00
003-482.4155.71210	150.00
Fund 003 Total:	9,002.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	110.00
007-425.0000.67020	6,826.70
Fund 007 Total:	6,936.70
008 - 911 SUPPORT	
008-426.0000.66012	1,882.50
008-426.0000.66170	2,100.00

	008-426.0000.67040	2,970.00	
	008-426.0000.91560	47,390.22	
	Fund 008 Total:	54,342.72	
011 - FACILITY BUILDING RESERVE			
	011-491.1801.93163	361,870.23	
	Fund 011 Total:	361,870.23	
017 - ANNEXATION FEES			
	017-410.0000.62040	12,996.50	
	Fund 017 Total:	12,996.50	
023 - SPECIAL EVENTS			
	023-446.1601.62001	63.20	
	Fund 023 Total:	63.20	
034 - KOOTENAI FIRE/EMS IMPACT FEES			
	034-428.0000.33117	-870.00	
	034-428.0000.62040	45,934.37	
	Fund 034 Total:	45,064.37	
038 - PARKS IMPACT FEES			
	038-443.0000.94070	281,789.40	
	038-443.0000.94167	7,018.38	
	038-443.0000.94230	7,410.88	
	038-443.1667.95520	43,389.69	
	Fund 038 Total:	339,608.35	
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62040	1,000.85	
	650-463.0000.62150	75,446.26	
	650-463.0000.63008	9,608.75	
	650-463.0000.63060	31.00	
	650-463.0000.63110	601.56	
	650-463.0000.63400	834.12	
	650-463.0000.63490	13,180.64	
	650-463.0000.63871	2,030.00	
	650-463.0000.65005	472.95	
	650-463.0000.65050	2.60	
	650-463.0000.66012	4,366.00	
	650-463.0000.67090	241.20	
	650-463.0000.67170	136.84	
	650-463.0000.68010	197.50	
	650-463.0000.68025	13,089.28	
	650-463.0000.68360	1,270.00	
	650-463.0000.90010	16,619.50	
	650-463.4000.72000	340.93	
	650-466.0000.62040	3,596.49	
	650-466.0000.63006	-144.21	
	650-466.0000.63110	556.80	
	650-466.0000.63330	753.93	
	650-466.0000.65005	1,737.08	
	650-466.0000.67170	2,568.96	
	650-466.0000.68021	14,932.52	
	650-466.3104.68400	7,365.13	
	650-466.4000.72000	340.95	
	650-468.0000.65005	297.53	
	650-468.0000.67170	67.03	
	650-468.3238.95520	3,555.00	
	Fund 650 Total:	175,097.19	
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3213.90015	2,260.00	
	Fund 651 Total:	2,260.00	
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3232.95520	2,456.00	
	652-463.3234.95520	699.60	
	Fund 652 Total:	3,155.60	
700 - SANITATION			
	700-461.0000.62041	524.00	
	700-461.0000.62042	391,096.27	
	700-461.0000.65050	461.63	
	Fund 700 Total:	392,081.90	

750 - WATER OPERATING

750-462.0000.63110	162.88
750-462.0000.63280	5,949.79
750-462.0000.64020	30.00
750-462.0000.64030	1,381.99
750-462.0000.65050	34.50
750-462.0000.66012	3,941.41
750-462.0000.67020	457.75
750-462.0000.67090	184.67
750-462.0000.67170	2,820.99
750-462.0000.68360	4,686.87
750-462.0000.80090	1,302.20
750-462.0000.91280	9,380.00
750-462.3227.95550	1,040.00

Fund 750 Total: 31,373.05

753 - WATER CAPITAL

753-462.3225.95500	9,531.56
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Fund 753 Total: 9,531.56

Report Total: 1,780,856.64

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK F

1/3/2025	\$714.82	99148 T-Mobile	Pay Before Due Date
1/3/2025	\$122.00	99149 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99150 Zply Fiber	pay Before Due Date
1/3/2025	\$122.00	99151 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99152 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99153 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99154 Zply Fiber	Pay Before Due Date
1/3/2025	\$675.00	99155 Zply Fiber	Pay Before Due Date
1/3/2025	\$80.90	99156 Zply Fiber	Pay Before Due Date
1/3/2025	\$71.88	99157 Zply Fiber	Pay Before Due Date
1/3/2025	\$71.88	99158 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99159 Zply Fiber	Pay Before Due Date
1/3/2025	\$50.06	99160 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99161 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99162 Zply Fiber	Pay Before Due Date
1/3/2025	\$1,326.88	99163 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99164 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99165 Zply Fiber	Pay Before Due Date
1/3/2025	\$675.00	99166 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99167 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99168 Zply Fiber	Pay Before Due Date
1/3/2025	\$1,326.88	99169 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99170 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99171 Zply Fiber	Pay Before Due Date
1/3/2025	\$122.00	99172 Zply Fiber	Pay Before Due Date
1/3/2025	\$51.89	99173 AT&T - Long Distance	Pay Before Due Date
1/3/2025	\$10.58	99174 AT&T Mobility	Pay Before Due Date
1/3/2025	\$1,706.33	99175 Avista	Pay Before Due Date
1/3/2025	\$220.00	99176 DeVries Info Management	Pay Before Due Date
1/3/2025	\$8,465.93	99177 Idaho State Tax Commission	Pay Before Due Date
1/3/2025	\$230.22	99178 Verizon Wireless	Pay Before Due Date
1/3/2025	\$120.03	99179 Verizon Wireless	Pay Before Due Date
1/3/2025	\$120.03	99180 Verizon Wireless	Pay Before Due Date
1/3/2025	\$80.02	99181 Verizon Wireless	Pay Before Due Date
1/3/2025	\$246.66	99182 Verizon Wireless	Pay Before Due Date
1/3/2025	\$440.11	99183 Verizon Wireless	Pay Before Due Date
1/13/2025	\$46.07	99263 AT&T Long Distance	Pay Before Due Date
1/13/2025	\$655.41	99264 AT&T Mobility	Pay Before Due Date
1/13/2025	\$628.35	99265 AT&T Mobility	Pay Before Due Date
1/13/2025	\$2,852.33	99266 Avista	Pay Before Due Date
1/13/2025	\$25,736.21	99267 Idaho State Tax commission	Pay Before Due Date
1/13/2025	\$38,699.68	99268 Kootenai Electric	Pay Before Due Date
1/13/2025	\$732.57	99270 Post Falls Food Bank	Pay Before Due Date
1/13/2025	\$372.62	99271 Ricoh USA Inc.	Pay Before Due Date
1/16/2025	\$132,241.24	99289 Avista	Pay Before Due Date
1/16/2025	\$982.80	99290 East Greenacres Irrigation	Pay Before Due Date
1/16/2025	\$143.34	99292 Zply Fiber	Pay Before Due Date
1/16/2025	\$105.01	99293 Zply Fiber	Pay Before Due Date

1/16/2025	\$103.80	99294 Zply Fiber	Pay Before Due Date
1/16/2025	\$63.91	99295 Zply Fiber	Pay Before Due Date
1/23/2025	\$1,153.35	99438 Zply Fiber	Pay Before Due Date
1/23/2025	\$435.00	99439 Zply Fiber	Pay Before Due Date
1/23/2025	\$437.00	99440 Zply Fiber	Pay Before Due Date
1/24/2025	\$85.25	99442 AT&T - Long Distance	Pay Before Due Date
1/24/2025	\$1,689.05	99443 Kootenai County Solid Waste	Pay Before Due Date
1/24/2025	\$258.15	99444 Ricoh USA Inc.	Pay Before Due Date
1/24/2025	\$139.85	99445 Zply Fiber	Pay Before Due Date
1/24/2025	\$145.90	99446 Zply Fiber	Pay Before Due Date
	\$226,343.99		

RUN 02.05.25

001-421.0000.65030
008-426.0000.65031
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008-426.0000.65031
001-445.0000.65030
Various
Various
Various
001-414.0000.62020
001-443.0000.65030
001-453.0000.65030
001-424.0000.65030
001-452.0000.65030
Various
Various
Various
650-466.0000.65030
650-463.0000.65030
Various
Various
Various
001-20010
Various
Various
Various
650-463.0000.65030
001-445.0000.65030

650-463.0000.65030
001-481.0000.68390
001-421.0000.65030
001-421.0000.65030
001-421.0000.65030
001-431.0000.65030
Various
001-445.0000.66050
650-463.0000.65030
650-463.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: November Cash and Investments Report

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Budget Status Report, Treasurer's Report of Cash and Investment Transactions and Cash and Investments Report for the month of November 2024. Approval of the reports acknowledges receipt of the required reports. No presentation is planned on this item.

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for November 2024. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of November in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of November, the total of investments and cash on hand was \$191,877,198.59. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of November.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$191,877,198.59

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of Cash and Investment Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED November 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 189,435.60	\$ 57,260.88	30.2%
	Personnel	112,653.80	17,486.52	15.5%
		<u>302,089.40</u>	<u>74,747.40</u>	24.7%
412 - INFORMATION SYSTEMS	Operating	144,650.00	82,012.18	56.7%
	Capital	-	-	0.0%
	Personnel	379,695.70	100,315.38	26.4%
		<u>524,345.70</u>	<u>182,327.56</u>	34.8%
413 - GENERAL SERVICES	Operating	27,000.00	(590.05)	-2.2%
	Personnel	520,925.86	85,157.79	16.3%
		<u>547,925.86</u>	<u>84,567.74</u>	15.4%
414 - FINANCE	Operating	624,485.00	272,516.33	43.6%
	Personnel	653,619.62	104,667.51	16.0%
		<u>1,278,104.62</u>	<u>377,183.84</u>	29.5%
415 - CITY CLERK	Operating	53,603.00	26,457.65	49.4%
	Capital	-	-	0.0%
	Personnel	86,832.17	9,245.37	10.6%
		<u>140,435.17</u>	<u>35,703.02</u>	25.4%
417 - MEDIA/CABLE FRANCHISE	Operating	64,850.00	10,882.84	16.8%
	Capital	-	-	0.0%
	Personnel	153,245.35	24,463.16	16.0%
		<u>218,095.35</u>	<u>35,346.00</u>	16.2%
418 - HUMAN RESOURCES	Operating	6,950.00	534.84	7.7%
	Personnel	231,132.34	36,727.66	15.9%
		<u>238,082.34</u>	<u>37,262.50</u>	15.7%
421 - POLICE	Operating	945,243.54	187,001.50	19.8%
	Capital	330,000.00	-	0.0%
	Personnel	8,743,546.48	1,201,555.12	13.7%
		<u>10,018,790.02</u>	<u>1,388,556.62</u>	13.9%
423 - OASIS	Operating	4,100.00	3,174.94	77.4%
	Capital	-	-	0.0%
	Personnel	137,665.98	23,537.76	17.1%
		<u>141,765.98</u>	<u>26,712.70</u>	18.8%
424 - LEGAL (PROSECUTING)	Operating	82,446.00	33,625.21	40.8%
	Capital	-	-	0.0%
	Personnel	885,517.35	144,697.14	16.3%
		<u>967,963.35</u>	<u>178,322.35</u>	18.4%
427 - ANIMAL CONTROL	Operating	17,050.00	1,702.23	10.0%
	Personnel	194,675.50	31,469.87	16.2%
		<u>211,725.50</u>	<u>33,172.10</u>	15.7%
431 - STREETS	Operating	1,993,650.00	69,069.58	3.5%
	Capital	4,750,000.00	523,316.11	0.0%
	Personnel	1,320,901.03	211,372.48	16.0%
		<u>8,064,551.03</u>	<u>803,758.17</u>	10.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED November 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	21,030.00	633.36	3.0%
	Personnel	-	-	0.0%
		<u>21,030.00</u>	<u>633.36</u>	3.0%
433 - FACILITY MAINTENANCE	Operating	48,880.00	7,260.01	14.9%
	Capital	40,000.00	-	0.0%
	Personnel	<u>329,083.91</u>	<u>49,973.66</u>	15.2%
		<u>417,963.91</u>	<u>57,233.67</u>	13.7%
434 - FLEET MAINTENANCE	Operating	257,537.00	65,288.31	25.4%
	Capital	2,034,000.00	19,258.80	0.9%
	Personnel	<u>429,590.60</u>	<u>53,680.41</u>	12.5%
		<u>2,721,127.60</u>	<u>138,227.52</u>	5.1%
435 - -GIS	Operating	62,050.00	6,962.30	11.2%
	Personnel	<u>194,857.14</u>	<u>30,780.89</u>	15.8%
		<u>256,907.14</u>	<u>37,743.19</u>	14.7%
441 - URBAN FORESTRY	Operating	53,975.00	7,583.29	14.0%
	Capital	-	26,529.55	0.0%
	Personnel	<u>269,901.72</u>	<u>45,797.86</u>	17.0%
		<u>323,876.72</u>	<u>79,910.70</u>	24.7%
442 - CEMETERY	Operating	117,725.00	21,837.81	18.5%
	Capital	-	-	0.0%
	Personnel	<u>212,696.95</u>	<u>36,051.89</u>	16.9%
		<u>330,421.95</u>	<u>57,889.70</u>	17.5%
443 - PARKS	Operating	1,068,108.00	172,463.46	16.1%
	Capital	267,700.00	684.64	0.3%
	Personnel	<u>1,369,271.01</u>	<u>201,718.18</u>	14.7%
		<u>2,705,079.01</u>	<u>374,866.28</u>	13.9%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>80,000.00</u>	<u>7,000.00</u>	8.8%
		<u>80,000.00</u>	<u>7,000.00</u>	8.8%
445 - RECREATION	Operating	253,358.00	25,562.92	10.1%
	Capital	-	-	0.0%
	Personnel	<u>963,123.55</u>	<u>107,548.22</u>	11.2%
		<u>1,216,481.55</u>	<u>133,111.14</u>	10.9%
451 - PLANNING & ZONING	Operating	32,918.95	5,646.05	17.2%
	Capital	-	-	100.0%
	Personnel	<u>409,775.00</u>	<u>57,911.98</u>	14.1%
		<u>442,693.95</u>	<u>63,558.03</u>	14.4%
452 - BUILDING INSPECTOR	Operating	27,500.00	1,987.92	7.2%
	Personnel	834,898.32	103,379.16	12.4%
	Capital	-	-	
		<u>862,398.32</u>	<u>105,367.08</u>	12.2%
453 - ENGINEERING	Operating	46,600.00	5,763.29	12.4%
	Capital	10,000.00	-	100.0%
	Personnel	<u>798,399.67</u>	<u>100,808.53</u>	12.6%
		<u>854,999.67</u>	<u>106,571.82</u>	12.5%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED November 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	90,705.00	32,443.05	35.8%
	Capital	-	-	0.0%
	Personnel	162,916.59	36,448.44	22.4%
		<u>253,621.59</u>	<u>68,891.49</u>	27.2%
465 - STREET LIGHTS	Operating	640,000.00	64,195.20	10.0%
		<u>640,000.00</u>	<u>64,195.20</u>	10.0%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	2,575,386.00	31,682.30	1.2%
	Capital	-	318.75	0.0%
		<u>2,575,386.00</u>	<u>32,001.05</u>	1.2%
482 - PERSONNEL POOL	Operating	4,894,400.00	815,733.34	16.7%
	Personnel	1,557,287.00	30,642.30	2.0%
		<u>6,451,687.00</u>	<u>846,375.64</u>	13.1%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>42,807,548.73</u>	<u>5,431,235.87</u>	12.7%
002 - INSURANCE FUND	Operating	403,409.00	426,424.00	105.7%
		<u>403,409.00</u>	<u>426,424.00</u>	105.7%
003 - PERSONNEL FUND	Operating	52,500.00	5,056.00	9.6%
	Capital	-	-	0.0%
	Personnel	4,996,900.00	570,437.40	11.4%
		<u>5,049,400.00</u>	<u>575,493.40</u>	11.4%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	2,686.66	1.6%
	Capital	-	-	
		<u>168,000.00</u>	<u>2,686.66</u>	1.6%
008 - 911 FUND	Operating	2,327,994.81	74,653.39	3.2%
	Capital	-	23,109.69	0.0%
	Personnel	81,465.89	3,718.11	4.6%
		<u>2,409,460.70</u>	<u>101,481.19</u>	4.2%
011 - FACILITY BUILDING RESERVE FUND	Operating	3,772,000.00	-	0.0%
	Capital	8,548,000.00	368,253.41	0.0%
		<u>12,320,000.00</u>	<u>368,253.41</u>	0.0%
017 - ANNEXATION FUND	Operating	220,000.00	16,457.10	7.5%
	Capital	1,500,000.00	-	
		<u>1,720,000.00</u>	<u>16,457.10</u>	1.0%
023 - SPECIAL EVENTS FUND	Operating	145,470.00	4,276.29	2.9%
		<u>145,470.00</u>	<u>4,276.29</u>	2.9%
029 - CEMETERY IMPROVEMENTS FUND	Operating	208,000.00	-	0.0%
	Capital	42,000.00	4,400.00	
		<u>250,000.00</u>	<u>4,400.00</u>	1.8%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	141,887.21	14.2%
		<u>1,000,000.00</u>	<u>141,887.21</u>	14.2%

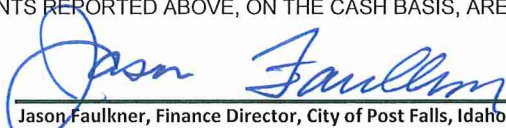
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED November 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,190,000.00	5,743.46	0.3%
	Capital	<u>15,000.00</u>	<u>-</u>	0.0%
		2,205,000.00	5,743.46	0.3%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED November 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,150,000.00	-	0.0%
	Capital	950,000.00	77,572.81	
		<u>3,100,000.00</u>	<u>77,572.81</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	319,000.00	-	0.0%
	Capital	3,311,000.00	216,456.41	6.5%
		<u>3,630,000.00</u>	<u>216,456.41</u>	6.0%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND includ: wwo, collections, recycled, surface	Operating	18,715,121.30	2,353,558.00	12.6%
	Capital	17,457,931.00	246,667.60	1.4%
	Personnel	2,393,469.70	337,334.39	14.1%
		<u>38,566,522.00</u>	<u>2,937,559.99</u>	7.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	930,509.00	-	0.0%
	Capital	5,435,600.00	95,801.05	1.8%
		<u>6,366,109.00</u>	<u>95,801.05</u>	1.5%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	16,090,000.00	199,488.18	1.2%
	Operating	6,455,000.00	-	
		<u>22,545,000.00</u>	<u>199,488.18</u>	0.9%
700 - SANITATION FUND	Operating	4,711,427.00	505,476.75	10.7%
		<u>4,711,427.00</u>	<u>505,476.75</u>	10.7%
750 - WATER OPERATING FUND	Operating	2,608,204.63	184,849.36	7.1%
	Capital	3,213,600.00	44,804.32	
	Personnel	955,998.81	141,365.12	14.8%
		<u>6,777,803.44</u>	<u>371,018.80</u>	5.5%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	5,685,000.00	-	0.0%
		<u>5,685,000.00</u>	<u>-</u>	0.0%
GRAND TOTAL		<u>\$ 159,860,149.87</u>	<u>\$ 11,481,712.58</u>	7.2%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Jason Faulkner, Finance Director, City of Post Falls, Idaho.

City of Post Falls
Cash and Investments
11/30/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	61,834,953.45
LGIP Acct 1441	290,863.64
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,000,152.19
Contingency Accts	9,041,135.76
Replacement & Reserve Accts	61,159,575.28
<u>Moreton Capital Investments</u>	
Moreton Securities	20,740,469.95
<u>Mountain West bank</u>	
Repurchase Sweep Account	16,733,795.34
Checking Account	75,002.98
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	125.00
Park	-
Planning and Zoning	150.00
Total	<u><u>\$ 191,877,198.59</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS
REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE.



Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
11/30/2024

FUND	BALANCE 10/31/2024	RECEIPTS	DISBURSEMENTS	BALANCE 11/30/2024
001 - GENERAL FUND	\$ 34,688,663.33	\$ 1,921,184.35	\$ 4,583,469.12	\$ 32,026,378.56
002 - COMPREHENSIVE LIABILITY	250,631.98	\$ 21,947.45	\$ -	272,579.43
003 - PERSONNEL BENEFIT POOL	(451,811.71)	\$ 425,316.23	\$ 402,435.68	(428,931.16)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	204,420.25	\$ 4,002.06	\$ 140.00	208,282.31
008 - 911 SUPPORT	3,436,231.57	\$ 69,923.41	\$ 83,773.75	3,422,381.23
011 - FACILITY BUILDING RESERVE	12,041,095.94	\$ 31,786.67	\$ 5,609.30	12,067,273.31
017 - ANNEXATION FEES	1,774,186.55	\$ 19,774.20	\$ 5,984.40	1,787,976.35
023 - SPECIAL EVENTS	421,413.23	\$ 2,059.59	\$ 4,026.29	419,446.53
029 - CEMETERY CAPITAL IMPROVEMENT	527,651.62	\$ 12,243.57	\$ -	539,895.19
034 - KOOTENAI FIRE/EMS IMPACT FEES	162,532.97	\$ 34,472.67	\$ 146,202.81	50,802.83
035 - PUBLIC SAFETY IMPACT FEES	3,028,293.66	\$ 36,685.21	\$ 6,807.07	3,058,171.80
037 - STREETS IMPACT FEES	7,880,709.38	\$ 121,338.93	\$ 82,081.76	7,919,966.55
038 - PARKS IMPACT FEES	6,092,297.48	\$ 122,418.96	\$ 595,908.59	5,618,807.85
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(67,311.20)	\$ 2,851.06	\$ -	(64,460.14)
450 - LID GUARANTEE	18,527.30	\$ 60.03	\$ -	18,587.33
650 - RECLAIMED WATER OPERATING	73,953,281.82	\$ 1,869,058.61	\$ 1,546,564.36	74,275,776.07
651 - RECLAIMED WATER CAPITAL - WWTP	4,545,247.75	\$ 660,496.24	\$ 402,053.83	4,803,690.16
652 - RECLAIMED WATER CAPITAL - COLLECTOR	13,138,347.12	\$ 1,000,148.00	\$ 420,914.22	13,717,580.90
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,444,258.93	\$ 425,056.10	\$ 464,645.40	1,404,669.63
750 - WATER OPERATING	25,447,423.91	\$ 696,558.98	\$ 327,018.10	25,816,964.79
753 - WATER CAPITAL	4,954,152.69	\$ 37,931.53	\$ 19,745.27	4,972,338.95
GRAND TOTAL:	\$ 193,459,264.69	\$ 7,515,313.85	\$ 9,097,379.95	\$ 191,877,198.59

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Jason Faulkner, Finance Director, City of Post Falls, Idaho

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Westfork Townhomes Master Development Agreement File No. SUBD-24-6

ITEM AND RECOMMENDED ACTION:

Approve the attached Master Development Agreement that is associated with the Westfork Townhomes Subdivision Master Development Agreement (File No. SUBD-24-6). A presentation is not planned on this item.

DISCUSSION:

On November 12, 2024 the Planning and Zoning Commission held a public hearing on the Westfork Townhomes Subdivision and issued a reasoned decision approving the subdivision on January 14th, 2025. City Code requires a subdivision developer to enter into a development agreement with the city that requires the developer to comply with city subdivision requirements and the conditions of approval. The agreement is attached for the council's review.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On November 12, 2024 the Planning and Zoning Commission held a public hearing on the Westfork Townhomes Subdivision and issued a reasoned decision approving the subdivision on January 14th, 2025.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Westfork Townhomes Master Development Agreement

**MASTER DEVELOPMENT AGREEMENT
FOR
WESTFORK TOWNHOMES
(File No. SUBD-24-6)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Robert King**, 11249 W. Romin Road, Post Falls, Idaho 83854 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

- A.** Developer owns approximately **0.44** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Westfork Townhomes** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Westfork Townhomes, Exhibit A-2, File # SUBD-24-6, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B.** In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C.** Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, shall be allowed to develop **Westfork Townhomes** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **November 12, 2024** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Westfork Townhomes**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

NOW, THEREFORE, It is agreed by the City and the Developer as follows:

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described as:

Lots 10, 11 and 12, Block 13, DRUMHELLER'S ADDITION TO POST FALLS; according to the plat recorded in Book "E" of Deeds at Page 244, records of Kootenai County, Idaho.
TOGETHER WITH the West 10 feet of vacated Frederick Street which attaches by operation of law.

1.2 Term

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in Section 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the City may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to any comments from the public, the City's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this Agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1. Existing Approvals

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision between the parties. The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the intent of the parties as envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2. Project is a Private Undertaking

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to any third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to its authority under the laws of the City and the State of Idaho.

2.3 Hold Harmless

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. City's Good Faith in Processing

3.1 Processing

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

3.2 Permits

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

4. Notices, Demands and Communications Among the Parties

4.1 Notice

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or to the Community Development Department of the City.

OWNER
Robert King
11249 W. Romin Road
Post Falls, ID 83854

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty (30) day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such

party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is expressly allowed to withhold approval of issuance of building or construction permits when a material condition of default exists or a claim for default is pending.

5.2 Applicable Law/Attorneys' Fees

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of the existing development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified

or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

7.2 Mortgagee Not Obligated

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

7.3 Notice of Default to Mortgagee

If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall such rights, duties and obligations be transferred or

assigned except through a transfer of Developer's interest in the Property, or portion thereof. This right to assign or transfer shall not compromise the rights of the City to require any surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, arising subsequent to the effective date of such transfer if; (1) Developer is not then in default under this Agreement; (2) Developer has provided to City written notice of such transfer, and (3) the transferee executes and delivers to City a written agreement which (a) provides the name and address of the transferee, (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and, (c) the City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

9. Covenants Run with The Land

9.1 Binding upon Land

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Reasoned Decision and or upon the face of the recorded plat) and annual and long-term maintenance of all private streets, alleys and sidewalks. The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its

obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such infrastructure maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

10.2 Severability

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty-seven (27)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

- Exhibit 1: General Description (Westfork Townhomes Narrative, Exhibit A-2, File # SUBD-24-6, Post Falls Community Development Department)**
- Exhibit 2: Reasoned Decision, Westfork Townhomes**
- Exhibit 3: Legal Description and Plan of Record**

10.4 Completion of Performance

Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Duty to Record

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



Robert King

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

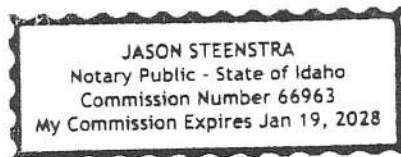
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

OWNER/DEVELOPER

STATE OF Idaho)
 :SS
County of Kootenai)

This record was acknowledged before me on 12/23/24 by **Robert King**.





Notary Public for the state of Idaho
Residing at: CDA, ID
Commission Expires: Jan 19, 2028

Westfork Townhomes

Preliminary Subdivision

Project Narrative

City of Post Falls, Idaho

August 2024



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

PROJECT SUMMARY

The *Westfork Townhomes* Subdivision is a proposal for 6 lots located in Drumheller's Addition, approximately 0.1 miles East of the intersection of Mullan Avenue and Spokane Street, on the North side of Mullan Avenue. The subject property lies within the southeast quarter of Section 34, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

SUBJECT PROPERTY

The parcel to be subdivided is as following:

Parcel No.: P-1350-013-010-A

AIN: 131410

Area: 0.44 acres



Figure 1: Vicinity Map

LAND USE

The subject property is currently zoned Limited Commercial in the City of Post falls. The City of Post Falls Future Land Use Map designates the subject property as Business Commercial with a City Center District overlay. It is bounded on all sides by properties zoned Limited Commercial with City Center District overlay, with the exception of the properties to the East across

Frederick Street, which are not part of the overlay. The surrounding properties are a mix of residential and commercial uses.

The proposed use for the subject property is to build 6 residential townhomes. This use is consistent with the zoning designation, the surrounding land uses, and is in conformance with the Post Falls Municipal Code and Comprehensive Plan. Townhome construction is a permitted use in the Limited Commercial zone. Per City Code 18.16.010.B.1, this zoning district is compatible with residential land that would accommodate medium-density residential land uses. A brief summary of the proposed project is provided below. Figure 2 shows the preliminary plat as it is presented in the preliminary subdivision plans.

<i>Existing Zoning:</i>	<i>Limited Commercial</i>
<i>Comprehensive Plan Designation:</i>	<i>Business / Commercial</i>
<i>Project Area:</i>	<i>0.44 acres</i>
<i>Residential Units:</i>	<i>6 lots</i>
<i>Average Lot Size:</i>	<i>+/- 3,167 sf</i>
<u>Setback or Provision</u>	<u>Allowed (per R-2 Standard)</u>
<i>Maximum Lot Coverage</i>	<i>30%</i>
<i>Minimum Lot Width</i>	<i>25'</i>
<i>Front Setback</i>	<i>15'</i>
<i>Side Setback</i>	<i>5'</i>
<i>Flanking Setback</i>	<i>15'</i>
<i>Rear Setback</i>	<i>20'</i>
<i>Max Building Height</i>	<i>35'</i>
<i>Min Lot Area</i>	<i>2,400 sf</i>

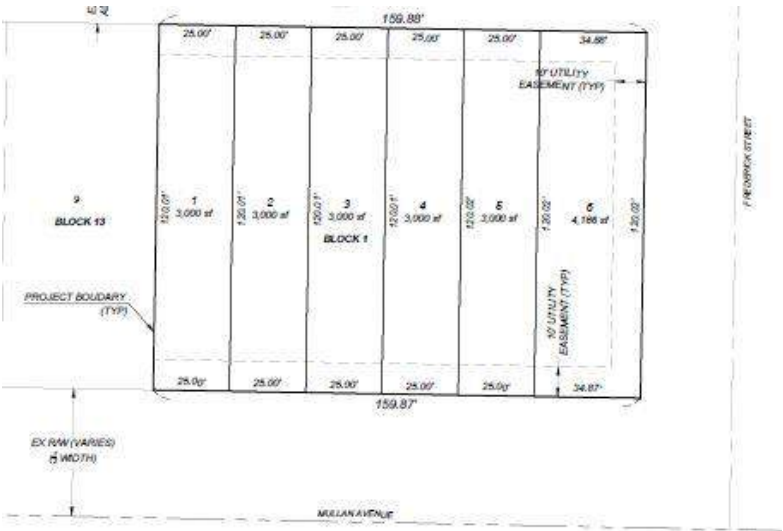


Figure 2: Preliminary Plat

PRE-DEVELOPMENT CHARACTERISTICS

The subject property is currently vacant with native vegetation and remnants of a residence that was recently demolished. The general slope of the land is relatively flat and includes several large deciduous trees. See Figure 1 above.

POST-DEVELOPMENT CHARACTERISTICS

The proposed development will be built in accordance with City of Post Falls Standards and common accepted construction practices. All utilities are existing and located adjacent to, or near to, the subject property boundaries and will be used to serve this project. There are no topographical limitations to overcome during the development of this property.

Transportation and Roads

Mullan Avenue, a Minor Arterial, is situated along the southern edge of the property in an existing 110' public right-of-way wherein there is currently no curb and gutter or roadside grassy swales. During development, a 10' utilities and drainage easement would be dedicated to the City and frontage improvements such as a 6' concrete sidewalk, grassy swales, street trees, street lights and standard curb and gutter would be added.

Frederick Street is situated in an existing 60' public right-of-way along the eastern edge of the subject property. During development, frontage improvements such as standard curb and gutter, grassy swales, street trees, streetlights, a 5' concrete sidewalk and a 10' utilities and drainage easement dedicated to the City would be added to the side of the project that faces Frederick Street.

Behind the subject property to the North lies a gravel alleyway varying in width between 8' and 16'. This alley will be paved and brought up to the City of Post Falls Standards.

Fire Protection

The subject property is within the Kootenai County Fire and Rescue Protection District boundaries. Fire Station #1, at 404 N. Idaho Street, is located less than 1 mile from the project. A fire hydrant will be installed in the alleyway on the North side of the project at the intersection of Frederick Street, as designated by the Kootenai County Fire and Rescue District. Emergency access is not anticipated to be a problem.

Stormwater

Stormwater will be handled via permanent grassy swale systems that will collect and mitigate stormwater runoff generated from the subdivision. Excess runoff will be direct injected into the ground through the use of drywells. A stormwater management plan shall use best management practices (BMP) during and after construction in accordance with accepted standard construction practices. According to the Natural Resources Conservation Service (NRCS), the area's soils contain 100% McGuire-Marble association. These soils are formed from volcanic ash and loess over outwash terraces and are typical of this area of Post Falls. They are

suitable for the proposed type of stormwater management system, which is commonly practiced throughout the City of Post Falls. Maintenance of the storm system will be the responsibility of the City of Post Falls.

Water

Domestic and irrigation water will be provided by the City of Post Falls. There is an existing 6" C-900 water main located in the alleyway immediately North of the subject property. During development, each of the proposed 6 lots would have its own water meter with service to the individual townhome located on that lot. An additional fire hydrant will be added in the alley at the request of KCFR.

Sewer

Sanitary Sewer service will be provided by the City of Post Falls. There is currently a 10" gravity sewer main located in Mullan Avenue, immediately South of the proposed Subdivision. Infrastructure will be required to be extended into the subject property in accordance with City of Post Falls standards. Each of the 6 proposed townhome lots will have its own sewer service connection. There is adequate capacity within the City of Post Falls Sewer System. Sanitary sewer generated from this site will be treated at the Post Falls Wastewater Treatment Plant, which currently has capacity to serve this project.

Other Utilities

All dry utilities are located in Mullan Avenue and Frederick Avenue and currently available to serve the proposed project. They will be extended from and throughout the proposed project as required. All dry utility companies will be notified at the appropriate time. Agreements to provide service will be finalized between the Developer and the respective utility.

DEVELOPMENT SCHEDULE

Construction on this project is anticipated to begin in the Fall of 2024 and be completed in one phase.

Westfork Townhomes Subdivision File No. SUBD-24-6 Planning and Zoning Commission Reasoned Decision

A. INTRODUCTION:

APPLICANT: Drew Dittman, Lake City Engineering, Inc
 OWNER: Robert King
 LOCATION: The property is located approximately 200-feet east of the Mullan Avenue and Spokane Street intersection, on the north side of Mullan Avenue
 REQUEST: To subdivide approximately 0.44-acres into 6 townhome lots within the Limited Commercial (LC) zoning designation)

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 Philip 66 (YPL) Comments
11. PA-4 PFPD Comments
12. PA-5 DEQ Comments
13. PA-6 PFHD Comments
14. Planning and Zoning Commission Staff Report
15. Testimony at the November 12, 2024, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the November 12, 2024, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 0.44-acres into 6 townhome lots within the Limited Commercial (LC) zoning designation). The request is evaluated under the standards of PFMC § 17.12.060.

Ethan Porter, Associate Planner

Mr. **Porter** presented the staff report and testified that the applicant, Drew Dittman on behalf of Robert King, is requesting to subdivide approximately 0.44-acres into 6 townhome lots within the proposed Limited Commercial (LC) zoning designation.

Mr. **Porter** testified that the property is located approximately 200-feet east of the Mullan Avenue and Spokane Street intersection, on the north side of Mullan Avenue. He testified as to the surrounding roads and that utility services were available from the city. The proposed subdivision plan

depicts rear access to the lots via an alleyway. Mr. Porter testified that to the east lies another approved subdivision for townhomes, not yet constructed.

Regarding the subdivision review criteria Mr. Porter testified that the staff report identifies no traffic concerns and that the proposed development would meet the City's Transportation Master Plan. He discussed that the property is situated within the Seltice Central Focus area and is designated as Business/Commercial per the Future Land Use Map. It was identified that within the Limited Commercial zoning Townhomes are permitted at six units a structure. No concerns were identified pertaining to significant soil or topographical hazards. Additionally, Mr. Porter identified that impact fees that will be charged to cover the new development's fair share of regional infrastructure costs through building permit(s).

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman presented on behalf of the applicant, echoing many of Mr. Porter's points adding that this is in conformance with the LC zoning and the lot sizes meet the minimum criteria for the zoning.

The hearing was opened for public comment.

There was no public testimony.

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

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

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

Based on the testimony supplied and the staff report, the Commission finds that the City indicated there is adequate capacity to provide service to the subdivision as proposed.

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

The Commission determines that the City has adequate capacity and is willing to provide service to the subdivision as proposed. Sewer availability is located off Mullan Avenue.

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

The Commission determines that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and will not have a negative impact on the local transportation system.

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

The Commission determines that no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property.

C5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to

other requirements found in this code.

The Commission determines that this subdivision and proposed lots conform to the requirements for Limited Commercial zoning for townhomes, at six units or less per structure.

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

The Commission determines that impact fees will be assessed on individual building permits at the time of issuance to mitigate the off-site impacts to parks, public safety and streets.

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

The Commission decides that the requested subdivision can meet the City's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-8 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
6. Except where an exception is granted, all streetlights, roadways and city owned utilities shall be designed and constructed in accordance with city standards. The application did not request any exceptions from city code or design standards.
7. Direct access to or from residential lots to Mullan Avenue or Frederick Street shall be prohibited on the face of the plat.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. The Urban Forester shall be notified prior to planting.

- D. ACTIONS THAT THE APPLICANT CAN TAKE TO GAIN APPROVAL.**

Not applicable.

E. CONCLUSION

SUBD-24-6: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on _____.

Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

Westfork Townhomes

LEGAL DESCRIPTION

Lots 10, 11 and 12, Block 13, DRUMHELLER'S ADDITION TO POST FALLS; according to the plat recorded in Book "E" of Deeds at Page 244, records of Kootenai County, Idaho.

TOGETHER WITH the West 10 feet of vacated Frederick Street which attaches by operation of law.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Mountain View Bible Church Annexation Agreement File No. ANN-23-6

ITEM AND RECOMMENDED ACTION:

This item requests final city council approval of the annexation agreement for the Mountain View Bible Church (MVBC) development (File No. ANN-24-6). Approval of this item will authorize the mayor to sign the agreement prior to recording the document. No presentation is planned for this item.

DISCUSSION:

On July 16th, 2024 the City Council held a public hearing on the MVBC annexation request including the annexation agreement. The annexation requested LC zoning for approximately 3.6 acres located on the southeast corner of Prairie Avenue and Chase Road. Council approved annexation and the requested zoning. The purpose of an annexation agreement is to ensure that any development of the property conforms to city standards and to offset the impacts of the annexation on the community. This agreement requires dedication of water rights as well as easements and rights of way along Prairie Avenue and Chase Road street to allow for future roundabout widening. Additionally the agreement requires the payment of annexation fees to offset costs created by annexing new areas into the city. Approving this item will authorize the mayor to sign the agreement, which will then be recorded to ensure that if the property is sold, that any future development of the property must comply with the terms of the agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On July 16th, 2024, City Council heard the proposal during a public hearing and approved the annexation and zoning request. The Reasoned Decision regarding this request was approved on January 7th, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MVBC Annexation and Zoning Agreement (ANN-23-6)

DEVELOPMENT AND ANNEXATION AGREEMENT

MVBC Annexation

(File No. ANN-23-6)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Mountain View Bible Church, Inc., a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 3974 North Chase Road Post Falls, ID 83854.

WHEREAS, **MOUNTAIN VIEW BIBLE CHURCH, INC.**, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property that would construct new buildings or expand the existing building(s), and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing. The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue and Chase Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue and Chase Road. The Configuration of the rights-of-way dedication shall conform with the “Phase 1 and 2 Expansion Plan” layout that was included in the applicant’s narrative (Exhibit A-2, Page 3) that was included as part of the public hearing packet.
- 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/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

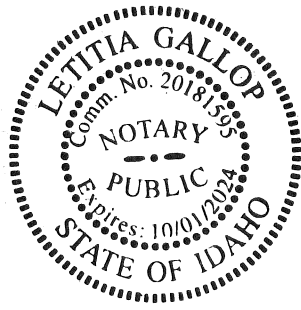
applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

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

ARTICLE VI. MISCELLANEOUS

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

- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.17. 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.




Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/2024

EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION

Being a tract of land situated in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, consisting of land described in Modification of Deed of Trust recorded under instrument 2234583000, Warranty Deed recorded under instrument 2738243000 and portions of West Prairie Avenue and North Chase Road right of ways, the boundary of which is more particularly described as follows:

BEGINNING at the Northwest corner of Section 27 from which the West Quarter corner of said Section 27 bears S0°20'49"W a distance of 2661.88 feet;

Thence S0°20'49"W along the West line of said section a distance of 375.00 feet:

Thence S89°00'58"E a distance of 30.00 feet to a point on the East right of way line of North Chase Road;

Thence continuing S89°00'58"E along the South lines of the parcels of land described in Modification of Deed of Trust recorded under instrument 2234583000 and Warranty Deed recorded under instrument 2738243000, a distance of 340.00 feet to the Southeast corner of the parcel of land described in Warranty Deed recorded under instrument 2738243000;

Thence N0°20'49"E along the East line of said parcel of land described in said Warranty Deed a distance of 350.00 feet to a point on the South right of way line of West Prairie Avenue;

Thence continuing N0°20'49"E a distance of 25.00 feet to a point on the North line of said Section 27;

Thence S89°00'58"E along said North line a distance of 30.02 feet;

Thence N0°34'28"E a distance of 30.00 feet to a point on the North right of way line of West Prairie Avenue;

Thence along said North right of way line the following three (3) courses:

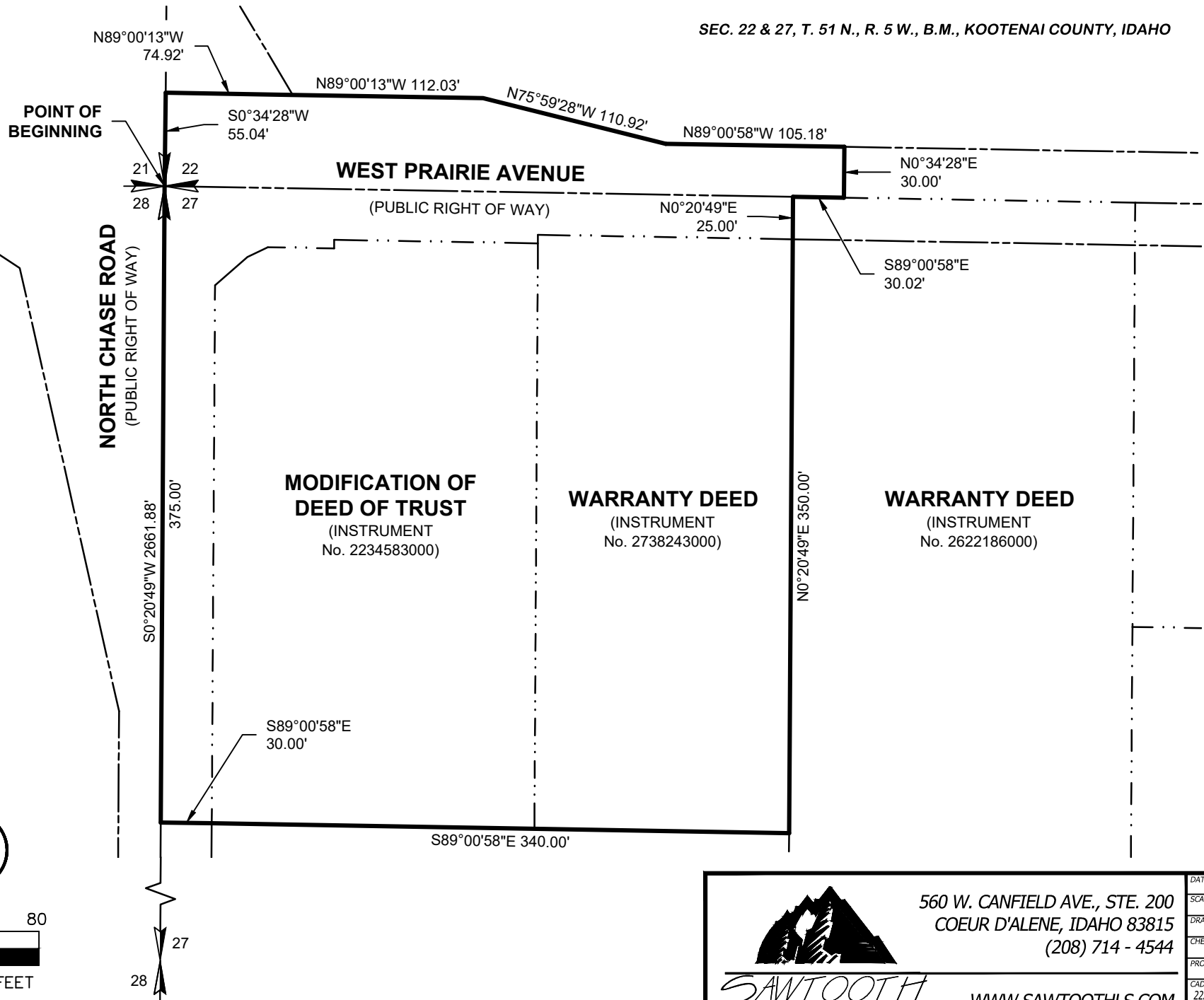
1. N89°00'58"W, 105.18 feet;
2. N75°59'28"W, 110.92 feet;
3. N89°00'13"W, 112.03 feet to an angle point on the North right of way line of West Prairie Avenue;

Thence continuing N89°00'13"W a distance of 74.92 feet to a point on the West line of Section 22;

Thence S0°34'28"W along said West line of said Section 22 a distance of 55.04 feet to the Point of Beginning.

Said description contains 3.60 acres, more or less.

SEC. 22 & 27, T. 51 N., R. 5 W., B.M., KOOTENAI COUNTY, IDAHO



 SAWTOOTH Land Surveying, LLC	DATE: 1/26/2024
	SCALE: AS SHOWN
	DRAWN: CMA
	CHECKED: CMA
	PROJ. NO.: 222028
	CAD FILE: 222028-BIBLE CHURCH-EXHIBIT2
	SHT 1 OF 1
560 W. CANFIELD AVE., STE. 200 COEUR D'ALENE, IDAHO 83815 (208) 714 - 4544	
WWW.SAWTOOTHLS.COM	

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Foxtail 11th Addition Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION:

This agreement reflects the construction phase of the Foxtail 11th Addition Subdivision. The agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 55-lot subdivision located near E. Dorado Ave and N. Cassiopeia St. The application was submitted by Coeur Development, LLC. The construction drawings were approved on January 21, 2025.

***Draft attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Foxtail 11th CIA for Signature
2. Foxtail 11th Location Map

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **Foxtail 11th Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Melissa Wells**, execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

Melissa Wells
Coeur Development, LLC
1859 N. Lakewood Dr.
Coeur D'Alene, ID 83814
(208) 755-2886

CITY

Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivisions and their inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense, free of copyright.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Post Falls, Idaho, Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on _____. This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the company issuing the surety notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this surety will not be renewed.

- 1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- 2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

3. LETTER OF CREDIT - The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

- A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.06 QUALITY CONTROL PROGRAM

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of Record shall be responsible, in charge of the quality control / inspection activities.

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of City and private utilities.

2.11 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall co-ordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.12 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.13 REQUIRED REPORTING

- A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

- B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.
- D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer licensed under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Section 2.02, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

STATE OF IDAHO)
)
) :SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Foxtail 11th Addition

Developer to submit legal property description and reduced copy of plat.

ATTACHMENT "A"

ATTACHMENT "A" – FOXTAIL 11TH ADDITION LEGAL DESCRIPTION

THAT PART OF TRACTS 33, 47 AND 48 OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30, FROM WHICH THE EAST QUARTER CORNER BEARS SOUTH 88°57'56" EAST A DISTANCE OF 2648.32 FEET; THENCE SOUTH 88°57'56" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 2605.82 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367 ON THE EASTERLY LINE OF TRACT B OF THE PLAT OF FOXTAIL 6TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 660, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID PLAT OF FOXTAIL 6TH ADDITION THE FOLLOWING 5 COURSES AND DISTANCES:

1. SOUTH 01°00'57" WEST 217.51 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367 AND THE **TRUE POINT OF BEGINNING**;
2. THENCE NORTH 88°59'09" WEST 273.00 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367;
3. THENCE NORTH 01°00'57" EAST 36.07 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367;
4. THENCE NORTH 88°59'03" WEST 145.00 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367;
5. THENCE SOUTH 01°00'57" WEST 400.00 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367; AND THE NORTHWEST CORNER OF LOT 1, BLOCK 54, PLAT OF FOXTAIL 8TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 781, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 8TH ADDITION THE FOLLOWING 10 COURSES AND DISTANCES:

1. THENCE CONTINUING SOUTH 01°00'57" WEST 255.92 FEET;
 2. THENCE NORTH 88°59'03" WEST 145.00 FEET;
 3. THENCE SOUTH 01°00'57" WEST 44.72 FEET;
 4. THENCE NORTH 89°12'55" WEST 343.79 FEET;
 5. THENCE SOUTH 86°57'39" WEST 130.23 FEET;
 6. THENCE NORTH 89°38'56" WEST 75.46 FEET;
 7. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET, A CHORD BEARING OF SOUTH 01°10'18" EAST, A CHORD DISTANCE OF 17.41 FEET, THROUGH A CENTRAL ANGLE OF 03°02'44", A DISTANCE OF 17.41 FEET;
 8. THENCE SOUTH 00°21'04" WEST 5.04 FEET;
 9. THENCE NORTH 89°38'56" WEST 55.00 FEET;
 10. THENCE NORTH 83°31'14" WEST 120.86 FEET TO A 3" USDA BRASS CAP;
- THENCE DEPARTING THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 8TH ADDITION SOUTH 00°21'04" WEST 378.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 47; THENCE SOUTH 89°15'34" EAST, ALONG THE SOUTH LINE OF SAID TRACTS 47 AND 48, A DISTANCE OF 1281.87 FEET, TO A POINT WHICH BEARS SOUTH 01°00'57" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 01°00'57" WEST 1086.70 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 18.981 ACRES, MORE OR LESS.

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

Coeur Development, LLC

FOR

Foxtail 11th Addition

<u> X </u>	Street surfacing or infill paving
<u> X </u>	Monumentation
<u> X </u>	Electric
<u> X </u>	Curbs and gutters
<u> X </u>	Street lighting
<u> X </u>	Gas
<u> X </u>	Sidewalks
<u> X </u>	Telephone
<u> X </u>	Drainage
<u> X </u>	Street Signs (Replacement)
<u> X </u>	Cable TV
<u> X </u>	Water
<u> X </u>	Landscaping (Swales)
<u> X </u>	Sanitary Sewer
<u> X </u>	Improvements shown on construction plans attached as Appendix I to this Agreement
<u> </u>	Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Foxtail 11th Addition

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 1,198,495.93**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 448,565.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 47,400.00**
5. Total cost of improvements: **\$ 1,694,460.93**
6. Warranty amount: **\$ 84,723.05**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Foxtail 11th Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Foxtail 11th Addition
Engineer Estimate - CIA
December 16, 2024

Item No.	Description & Cost Code		Quantity	Units	Unit Price	Percent Complete	Total Price
6200 - Site Preparation/Grading							
6205 - Clearing & Grubbing							\$19,800.00
1		Mobilization	1	LS	\$12,000.00	0%	\$12,000.00
2		AC Sawcut	1,300	LF	\$6.00	0%	\$7,800.00
6210 - Excavation & Grading							\$48,457.60
1		Road Subgrade Prep	16,032	SY	\$1.80	0%	\$28,857.60
2		Finish Grading (replace topsoil openspace)	800	CY	\$8.00	0%	\$6,400.00
3		Construction Entrance	1	EA	\$1,500.00	0%	\$1,500.00
4		Inlet Protection	16	EA	\$75.00	0%	\$1,200.00
5		Concrete Washout Area	1	EA	\$500.00	0%	\$500.00
6		Silt Fence	2,000	LF	\$5.00	0%	\$10,000.00
6250 - Sewer							
6250 - Sewer							\$236,515.95
1		8" PVC Sanitary Sewer	2,493	LF	\$44.15	0%	\$110,065.95
2		Adjust Exist. Manhole to Grade	3	EA	\$800.00	0%	\$2,400.00
3		48" Manholes	9	EA	\$3,700.00	0%	\$33,300.00
4		Sewer Services	50	EA	\$1,740.00	0%	\$87,000.00
5		Sewer Services Sleeve	5	EA	\$750.00	0%	\$3,750.00
6300 - Stormwater							
6300 - Stormwater							\$85,560.00
1		Sidewalk Underdrain (Separated Sidewalk)	7	EA	\$2,235.00	0%	\$15,645.00
2		4' Wide Curb Cut/Concrete Channel to Underdrain	7	EA	\$575.00	0%	\$4,025.00
3		Curb Cut	17	EA	\$400.00	0%	\$6,800.00
4		10" PVC Storm Pipe	217	LF	\$50.00	0%	\$10,850.00
5		10" Storm Line Sleeve	2	EA	\$1,200.00	0%	\$2,400.00
6		Catch Basin	5	EA	\$2,535.00	0%	\$12,675.00
7		Drywell Type A (Single)	11	EA	\$3,015.00	0%	\$33,165.00
6350 - Water							
6350 - Water System							\$413,240.00
1		8" PVC Water Main	3,900	LF	\$52.00	0%	\$202,800.00
2		8" Fittings	11	EA	\$1,015.00	0%	\$11,165.00
3		8" Gate Valve w/ Box	13	EA	\$1,950.00	0%	\$25,350.00
4		1" Water Services	55	EA	\$2,375.00	0%	\$130,625.00
5		1" Water Service Sleeve	10	EA	\$800.00	0%	\$8,000.00
6		Fire Hydrant Assemblies	5	EA	\$5,700.00	0%	\$28,500.00
7		Hydrant Line Sleeve	2	EA	\$1,200.00	0%	\$2,400.00

Foxtail 11th Addition
Engineer Estimate - CIA
December 16, 2024

Item No.	Description & Cost Code		Quantity	Units	Unit Price	Percent Complete	Total Price
8		4" Sleeve under sidewalk at water meter	55	EA	\$80.00	0%	\$4,400.00
6400 - Streets & Walkways							
6405 - Streets, Curbs, & Gutter							\$508,252.60
1		Asphalt Roadway 3" AC over 6" Base	2,938	SY	\$26.00	0%	\$76,388.00
2		Asphalt Roadway 3" AC over 4" Base	4,401	SY	\$24.95	0%	\$109,804.95
3		Asphalt Roadway 2" AC over 4" Base	8,680	SY	\$20.25	0%	\$175,770.00
4		Rolled Curb and Gutter	4,667	LF	\$19.45	0%	\$90,773.15
5		Standard Curb and Gutter	2,535	LF	\$21.90	0%	\$55,516.50
6410 - Sidewalks							
6410 - Sidewalks							\$234,351.50
1		5' Concrete Sidewalk	32,522	SF	\$5.75	0%	\$187,001.50
2		Pedestrian Ramps	25	EA	\$1,630.00	0%	\$40,750.00
3		10' Pedestrian Ramps	3	EA	\$2,200.00	0%	\$6,600.00
6415 - Pathways & Trails							
6415 - Pathways & Trails							\$16,817.50
1		Asphalt Paths 10' wide (2" AC over 4" Base)	1,085	SY	\$13.50	0%	\$14,647.50
2		Asphalt Path Subgrade Prep	1,085	SY	\$2.00	0%	\$2,170.00
6450 - Utilities - Dry							
6450 - Dry Utilities							\$31,200.00
1		Dry Utilities Trenching (Ex, Bed, and Backfill only)	4,800	LF	\$6.50	0%	\$31,200.00
6500 - Signage, Striping, Mailboxes							
6505 - Landscaping							\$59,040.78
1		Public Street Trees	79	EA	\$600.00	0%	\$47,400.00
2		Hydroseed ROW and Common Area	64,671	SF	\$0.18	0%	\$11,640.78
6520 - Signage							
6520 - Signage							\$37,100.00
1		Striping	1	LS	\$7,500.00	0%	\$7,500.00
2		Signage	7	EA	\$700.00	0%	\$4,900.00
3		Type II Barricades	1	EA	\$700.00	0%	\$700.00
4		Type III Barricades	3	EA	\$800.00	0%	\$2,400.00
5		Cobra Head 100 watt LED	12	EA	\$1,200.00	0%	\$14,400.00
6		Town & Country Street Light	6	EA	\$1,200.00	0%	\$7,200.00
6525 - Mailboxes							
6525 - Mailboxes							\$4,125.00
1		Concrete Mailbox Pad	5	EA	\$630.00	0%	\$3,150.00
2		CBU Mailbox Installation	5	EA	\$195.00	0%	\$975.00
TOTAL							\$1,694,460.93

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Foxtail 11th Addition

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 11th Addition**

Dated: **1/21/25**

By: **Coeur Development, LLC – Mike Leaming, P.E.**

Sheets 1 through **33**

APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES
LICENSED & BONDED
3386 N. Highway 41 · Post Falls, ID 83854
(208) 773-6559 · Fax (208) 773-3431

Foxtail 11th Addition

<u>Week</u>	<u>Activity</u>
2-17-25	Mass Grading
2-24	Mass Grading
3-3	Sewer Main
3-10	Sewer Main
3-17	Sewer Main and Services
3-24	Sewer Services
3-31	Water Main
4-7	Water Services
4-14	Water Services
4-21	Storm
4-28	Dry Utility Crossings
5-5	Curbs and Walks
5-12	Curbs and Walks
5-19	Subgrade Prep
5-26	Pave
6-2-25	Dry Utility Ditch and Clean up

APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

55 Lots X \$350.00 = **\$ 19,250.00**

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: **Kootenai Electric Cooperative**

Street light type: **LED Cobra Head**

12 lights X 12 months X \$ **35.00** per month = \$ **5040.00**

Street light type: **LED Town & Country**

6 lights X 12 months X \$ **25.25** per month = \$ **1818.00**

TOTAL = \$ 6858.00

APPENDIX V
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

 X This project does not have any existing structures connecting to the City of Post Falls Sanitary Sewer System.

Sanitary sewer cap fee of \$_____ to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x \$7,843.00 = \$_____

_____ (# of Commercial service units) x \$7,843.00 = \$_____

_____ (# of structures connecting) x (Utility Deposit = \$60.00) = \$_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

 X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____ x	3/4" – 1"	= \$3,397.00 Residential	=	\$ _____
_____ x	1"	= \$5,662.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,323.00	=	\$ _____
_____ x	2"	= \$18,116.00	=	\$ _____

Meter Fees

_____ x	3/4"	= \$ 254.00	=	\$ _____
_____ x	1"	= \$ 325.00	=	\$ _____
_____ x	1-1/2"	= \$ 691.00	=	\$ _____
_____ x	2"	= \$ 920.00 (flow meter for irrigation only)	=	\$ _____
_____ x	2"	= \$ 1,864.00 (compound meter)	=	\$ _____

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit \$10 = \$ _____

APPENDIX VII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Mike Leaming, P.E.

ENGINEERING FIRM: Coeur Development, LLC

ADDRESS: 1221 W. Emma Ave Ste 300

CITY: Coeur D'Alene STATE: ID ZIP: 83814

PHONE NO.: (509) 768-5761

E-MAIL ADDRESS: mleaming@lakeside-capital.com

APPENDIX VIII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

APPENDIX IX
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 11th Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20____.

Notary for the state of Idaho _____
Residing at: _____
Commission Expires: _____

APPENDIX X
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

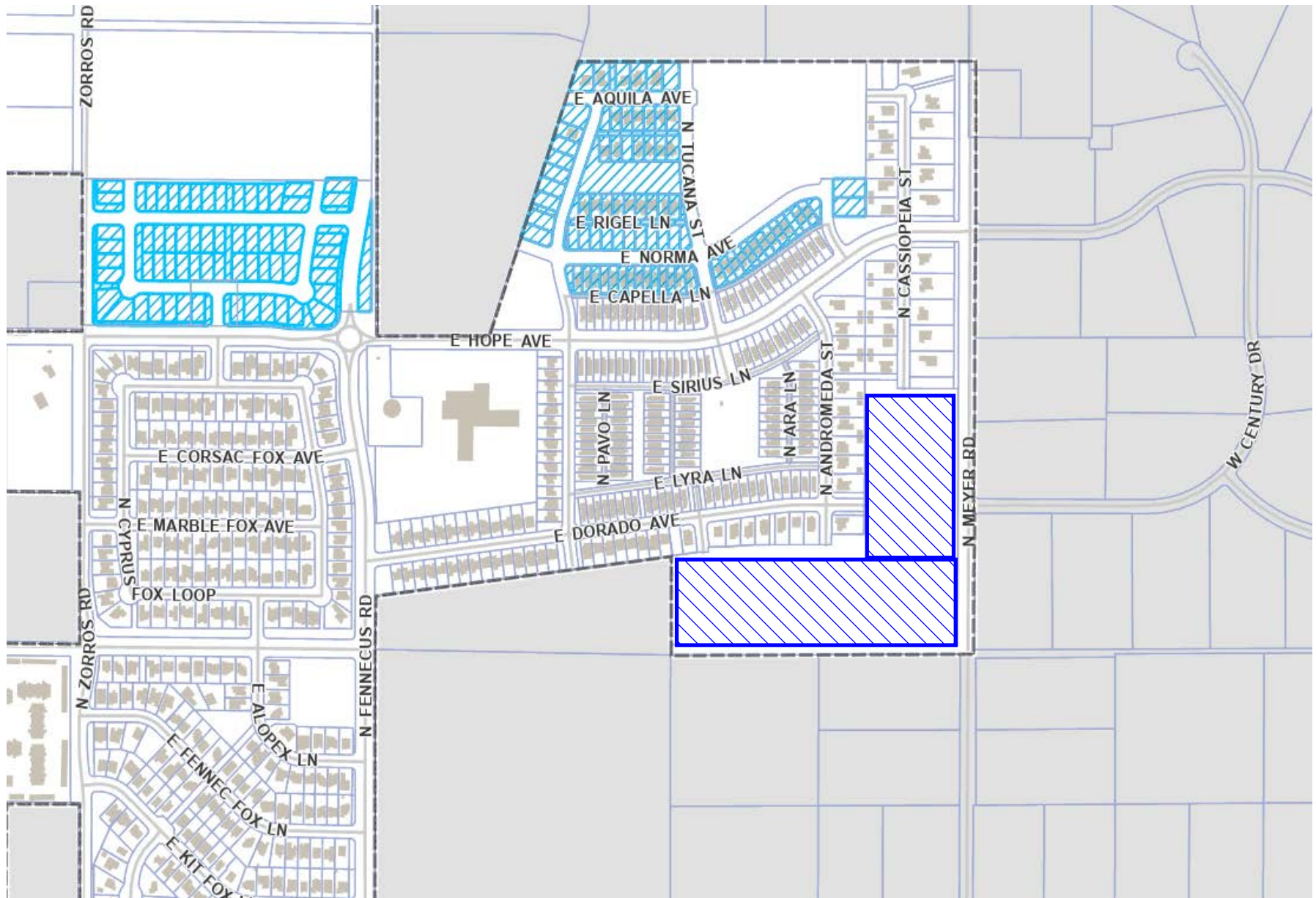
Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

 The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$, and is based upon trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.



FOXTAIL 11TH ADDITION SUBDIVISION LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Legion Park Subdivision Final Plat

ITEM AND RECOMMENDED ACTION:

Staff recommends approval of the final plat of the Legion Park subdivision. Approval of this item will authorize the mayor to sign the final plat.

DISCUSSION:

Legion Park is a 9-lot subdivision located at the northeast corner of N. Syringa Street and E. Legion Road. Engineering staff reviewed the submitted final plat documents to ensure that they are consistent with the preliminary plat approval, the Master Development Agreement (approved in August 2024) and the city's subdivision construction standards. Construction plans were approved and a Construction Improvement Agreement was executed on October 1, 2024, authorizing the developer to construct the required subdivision improvements. The final step in the subdivision approval process is approval of the final plat, which creates legal lots for sale. Under the City's subdivision ordinance, the final plat is returned to the city council for authorization of the mayor's signature. As required by our code, city engineering staff certifies that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements. Because the developer of Legion Park is platting prior to the completion of the subdivision improvements, they have provided surety for the remaining public improvements associated with the subdivision.

***Approved plat attached. Original mylars to Clerk prior to the meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October, 1, 2024 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park Plat
2. Legion Park Location Map

LEGION PARK

A SUBDIVISION LOCATED WITHIN A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS, NE 1/4 OF SECTION 35, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT BLACKWELL HOMES AND DEVELOPMENT, LLC IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE DIVIDED INTO LOTS TO BE KNOWN AS "LEGION PARK."

A PARCEL OF LAND BEING A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATED TRACTS (ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY) LOCATED WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE RECOVERED NORTH QUARTER CORNER OF SAID SECTION 35, AS WITNESSED BY AN ALUMINUM CAP, 1-1/2 INCH DIAMETER, MARKED "INC. PLS 6602" (PER CP&F INSTRUMENT NO. 2040064000) COMMON TO SECTIONS 26 AND 35 FROM WHICH THE NORTHEAST SECTION CORNER AS WITNESSED BY AN ALUMINUM CAP, 1-1/2 INCH DIAMETER IN A MONUMENT CASE (PER CP&F INSTRUMENT NO. 2133358000) COMMON TO SECTIONS 25, 26, 35, AND 36 BEARS SOUTH 88°59'59" EAST, 2658.31 FEET AND IS THE BASIS OF BEARING FOR THIS DESCRIPTION;

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, SOUTH 00°36'52" WEST A DISTANCE OF 330.16 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH-SOUTH CENTERLINE, SOUTH 88°56'31" EAST A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 4 AS DESCRIBED DEED RECORDED UNDER INSTRUMENT NO. 2941937000 COMMON WITH THE EASTERLY RIGHT-OF-WAY LINE OF SYRINGA STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TAX NUMBER 9389 AND IS MONUMENTED WITH AN IRON ROD , 5/8 INCH DIAMETER, WITH AN ORANGE PLASTIC CAP, 1-1/4 INCHES DIAMETER, MARKED "AM PLS 17407" (HEREINAFTER REFERRED TO AS AN "AM MONUMENT") ;

THENCE, CONTINUING ALONG THE SOUTHERN BOUNDARY OF SAID TAX NUMBER 9389, SOUTH 88°56'31" EAST A DISTANCE OF 20.00 FEET TO THE EASTERNMOST RIGHT-OF-WAY LINE OF SYRINGA STREET, BEING 40.00 FEET EASTERLY OF SAID NORTH-SOUTH CENTERLINE, ALSO BEING THE NORTHWEST CORNER OF LEGION PARK SUBDIVISION, SAID CORNER MONUMENTED WITH AN "AM MONUMENT" AND IS THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, CONTINUING ALONG THE SAID SOUTHERLY BOUNDARY, SOUTH 88°56'31" EAST 260.43 FEET TO THE WESTERLY BOUNDARY OF BLOCK 2 OF SYRINGA COURT (ACCORDING TO THE PLAT RECORDED IN BOOK "K" OF PLATS AT PAGE 108 AND 108A, RECORDS OF KOOTENAI COUNTY) SAID INTERSECTION MONUMENTED WITH AN "AM MONUMENT";

THENCE, DEPARTING SAID SOUTHERLY BOUNDARY AND ALONG THE SAID WESTERLY BOUNDARY OF BLOCK 2, SOUTH 0°39'20" WEST 153.64 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LEGION ROAD, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF SAID BLOCK 2, SAID CORNER MONUMENTED WITH AN "AM MONUMENT",

THENCE, DEPARTING SAID WESTERLY BOUNDARY AND ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF LEGION ROAD, NORTH 88°44'35" WEST, 240.56 FEET TO AN "AM MONUMENT";

THENCE, NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 31.19 FEET (RADIUS: 20.00 FEET, DELTA: 89°21'27", CHORD: N44°03'52" W, 28.12 FEET) TO AN "AM MONUMENT", SAID MONUMENT BEING 40.00 FEET EASTERLY OF SAID NORTH-SOUTH CENTERLINE;

THENCE, ALONG THE SAID EASTERNMOST RIGHT-OF-WAY LINE OF SYRINGA STREET, NORTH 00°36'52" EAST A DISTANCE OF 132.96 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

SAID DESCRIBED PARCEL CONTAINING 0.91 ACRES OR 39,807 SQ. FT., MORE OR LESS.

CONTINUED

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT OF "LEGION PARK" AND CHECKED THE PLAT AND COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE IDAHO STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.



KOOTENAI COUNTY SURVEYOR DATE

THE HEREIN LAID OUT PLAT IS ALSO SUBJECT TO THE FOLLOWING:

- SANITARY SEWER SERVICE SHALL BE PROVIDED BY CITY OF POST FALLS.
- WATER SERVICE SHALL BE PROVIDED BY ROSS POINT WATER DISTRICT.
- A 10' WIDE UTILITY AND STORM WATER DRAINAGE EASEMENT IS HEREBY GRANTED TO THE LOT OWNERS AS SHOWN HEREIN ON SHEET 4 OF 4.
- A 35' WIDE PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO THE CITY OF POST FALLS AS SHOWN HEREIN ON SHEET 4 OF 4.
- TRACT A IS DEDICATED TO THE LEGION PARK HOMEOWNERS ASSOCIATION (HOA), INC., WITH AN EASEMENT FOR ACCESS, DRAINAGE AND UTILITY PURPOSES.
- THE MAINTENANCE OF TRACT A AND OPEN SPACES WILL BE THE RESPONSIBILITY OF THE LEGION PARK HOA.
- DRAINAGE FACILITIES CANNOT BE MODIFIED WITHOUT WRITTEN APPROVAL BY THE CITY OF POST FALLS ENGINEER.
- DIRECT ACCESS TO OR FROM RESIDENTIAL LOTS TO SYRINGA STREET SHALL BE PROHIBITED.
- ALL LOTS AND TRACTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NUMBER ON 2025, RECORDS OF KOOTENAI COUNTY, IDAHO.

BENJAMIN STECKMAN, PRESIDENT
BLACKWELL HOMES & DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF

COUNTY OF

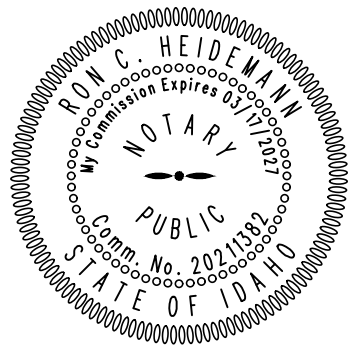
THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF, IN THE YEAR OF 2025 BY

BENJAMIN STECKMAN, AS PRESIDENT OF BLACKWELL HOMES

NOTARY PUBLIC FOR THE STATE OF

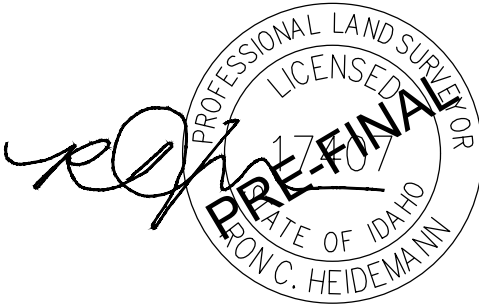
MY COMMISSION EXPIRES:

NOTARY PUBLIC



SURVEYOR'S CERTIFICATE

I, RON C. HEIDEMANN, No. 17407, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.



RON C. HEIDEMANN, PLS 17407 DATE

12-27-24

RECORDER'S CERTIFICATE

FILED THIS DAY OF, 2025, AT .M.,
AT THE REQUEST OF ACCURATE MEASURES, LLC.

INSTRUMENT No. FEE:

BOOK OF PLATS , PAGES

BY: KOOTENAI COUNTY CLERK DEPUTY

Accurate
Measures

881 W. Cheyenne Ave.
Hayden, Idaho 83835
(208) 512 - 4832

DATE: 12-27-24	DRAWN BY: TRE / RCH	CHECKED BY: RCH	DWG: 24019-LEGION PARK - FINAL	SHEET: 1 / 4
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LEGION PARK

A SUBDIVISION LOCATED WITHIN A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS,
NE 1/4 OF SECTION 35, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

INSTRUMENT No. _____

CITY ENGINEER APPROVAL

I, CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT TO BE IN CONFORMANCE WITH THE POST FALLS MUNICIPAL CODE AND THE REQUIREMENTS IMPOSED BY THE CITY COUNCIL.

DATED THIS _____ DAY OF _____, 2025.

ROBERT S. PALUS, PE
CITY OF POST FALLS, CITY ENGINEER

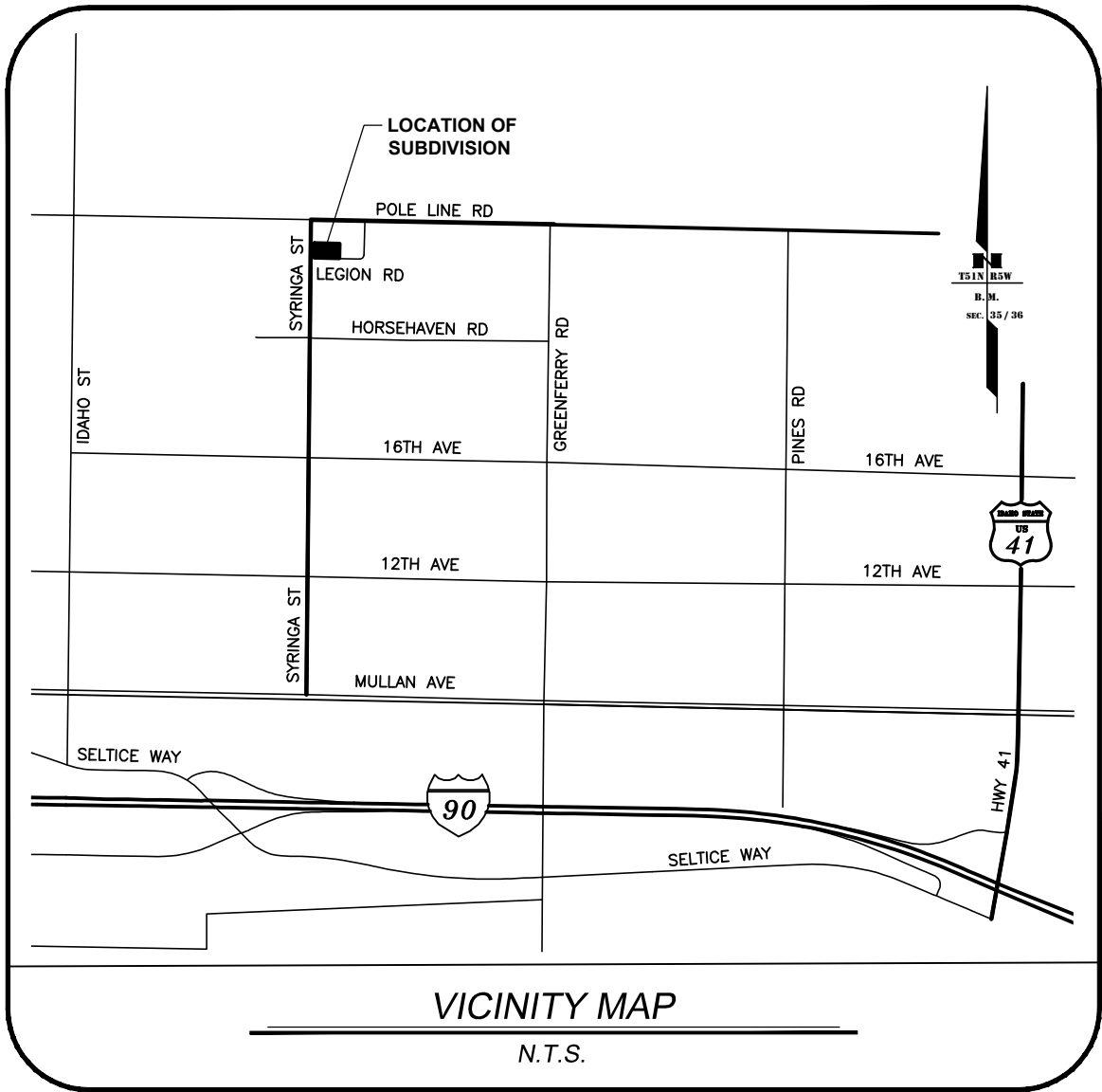
PE# 10039

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY CITY COUNCIL OF POST FALLS, IDAHO. DATED THIS _____ DAY OF _____, 2025.

RONALD G. JACOBSON, MAYOR
CITY OF POST FALLS

SHANNON HOWARD, CITY CLERK
CITY OF POST FALLS



COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN FULLY PAID UP TO AND INCLUDING THE YEAR 20____. APPROVED THIS ____ DAY OF _____, 2025.

KOOTENAI COUNTY TREASURER

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF POST FALLS AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

HEALTH DISTRICT SIGNATURE

DATE

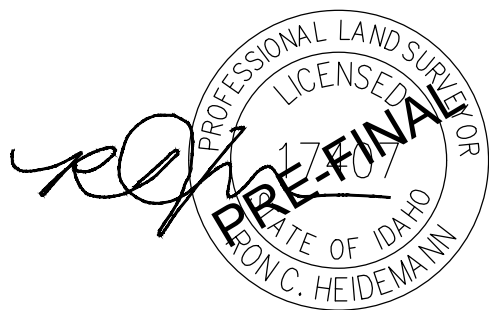
SURVEY NARRATIVE

THIS MINOR SUBDIVISION, "LEGION PARK", WAS ANNEXED INTO THE CITY OF POST FALLS PER ORDINANCE No. 1512

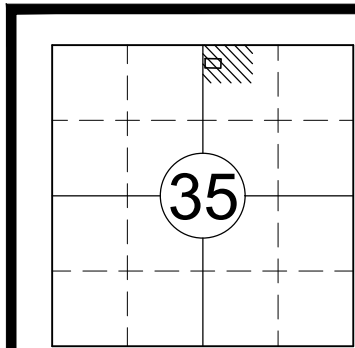
THE BOUNDARY LINE OF THIS PLAT ARE BASED ON FOUND MONUMENTS AT EACH PARCEL CORNER AND COMPARED AGAINST RECORD INFORMATION.

UN-MONUMENTED LINES SHOWN HEREIN ARE BASED ON CALCULATED POSITIONS AND ARE SHOWN FOR REFERENCE ONLY.

THIS SURVEY WAS PERFORMED BY USING A COMBINATION OF FIELD TRAVERSING AND GPS OBSERVATIONS USING A TOPCON QS ROBOTIC TOTAL STATION (1") AND A TOPCON GR-5 GNSS BASE AND ROVER SYSTEM.



12-27-24



Accurate
Measures

881 W. Cheyenne Ave.
Hayden, Idaho 83835
(208) 512 - 4832

DATE: 12-27-24	DRAWN BY: TRE / RCH	CHECKED BY: RCH	DWG: 24019-LEGION PARK - FINAL	SHEET: 2 / 4
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LEGION PARK

A SUBDIVISION LOCATED WITHIN A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS,
NE 1/4 OF SECTION 35, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

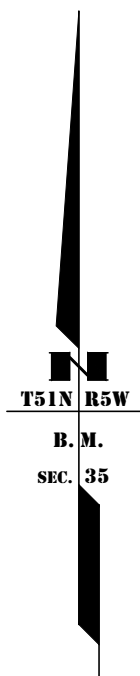
INSTRUMENT No. _____

THE VILLAGE AT
SYRINGA GARDENS 2ND ADD
BOOK K PAGE 489

NORTH QUARTER CORNER;
(N-1/4) SECTION 35
FOUND 1-1/2" ALUMINUM CAP,
MARKED "INC PLS 6602";
PER CP&F INSTRUMENT
No. 2040064000

BASIS OF BEARING SOUTH 88°59'59" EAST
2658.31' (R4 & P4) 2658.44' (P3) 2658.12' (R1) 2658.44' (R2)
664.63' (C) 664.8' (P1) 664.58' (P4) 664.53' (R1)

NORTHEAST SECTION CORNER;
SECTION 35
FOUND 1-1/2" ALUMINUM CAP
IN MONUMENT CASE;
PER CP&F INSTRUMENT
No. 2133358000



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°56'31" E	20.00'
L2	S 88°56'31" E	20.00'
L3	S 00°39'20" W	32.50'

LEGEND

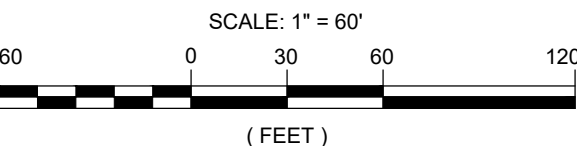
- SET 5/8" x 24" REBAR WITH 1-1/4" ORANGE PLASTIC CAP, (OPC) STAMPED "AM PLS 17407"
- FOUND SECTION MONUMENT AS NOTED
- FOUND 2" ALUMINUM CAP, STAMPED "PLS 7047", OR AS NOTED.
- FOUND 1-1/4" YELLOW PLASTIC CAP, (YPC) ON 5/8" REBAR, MARKED "PLS 8798"
- FOUND 1-1/4" YELLOW PLASTIC CAP, (YPC) ON 5/8" REBAR, MARKED "PLS 7047"
- FOUND 1" YELLOW PLASTIC CAP, (YPC) ON 1/2" REBAR, MARKED "PLS 7047"
- FOUND 1-1/4" ORANGE PLASTIC CAP, (OPC) ON 5/8" REBAR, MARKED "AM PLS 17407"
- COMPUTED POINT, NOTHING FOUND OR SET
- (C) CALCULATED

REFERENCES

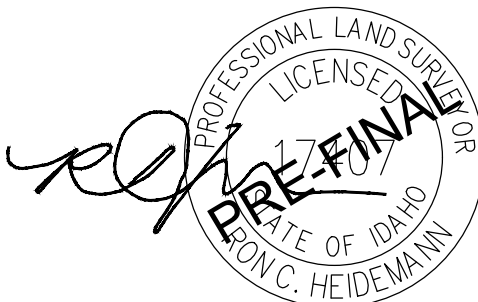
- (P1) THE PLAT "POST FALLS IRRIGATION TRACTS," RECORDED IN BOOK C OF PLATS, PAGES 78, 79 AND 80, 1900.
- (P2) THE PLAT "LEGION MANOR," RECORDED IN BOOK J OF PLATS, PAGES 358 & 358A, BY ERNEST M. WARNER, PLS 4565, DATED AUGUST 16, 2006.
- (P3) THE PLAT "SYRINGA COURT," RECORDED IN BOOK K OF PLATS, PAGES 108 & 108A, BY R. BRUCE NOBLE, PLS 7047, DATED JANUARY 28, 2008.
- (P4) THE PLAT "CROSSINGS," RECORDED IN BOOK K OF PLATS, PAGES 288 & 288A, BY MATHEW B. MAYBERRY, PLS 8962, DATED APRIL 28, 2010.
- (R1) RECORD OF SURVEY BY CHARLES D. CUDDY, PLS 885, FILED AS INSTRUMENT No. 1423933, DATED NOVEMBER 24, 1995.
- (R2) RECORD OF SURVEY BY JOHN STEARNS, PLS 8798, FILED AS INSTRUMENT No. 2007715, DATED JANUARY 17, 2006.
- (R3) RECORD OF SURVEY BY RON HEIDEMANN, PLS 17407, FILED AS INSTRUMENT No. 2975933000, DATED JULY 31, 2024.
- (D1) GRANT OF RIGHT-OF-WAY RECORDED AS INSTRUMENT No. 2974540000, DATED JULY 17, 2024
- (D2) GRANT OF EASEMENT RECORDED AS INSTRUMENT No. 2974541000, DATED JULY 17, 2024

BASIS OF BEARING

A BEARING OF SOUTH 88°59'59" EAST WAS ASSUMED ALONG THE NORTH LINE OF SECTION 35, BETWEEN THE NORTH QUARTER CORNER (N-1/4) AND THE NORTHEAST SECTION CORNER OF SAID SECTION, AS SHOWN HEREIN.



CURVE TABLE					
CURVE	TANGENT	LENGTH	RADIUS	DELTA	CHORD
C1	19.78'	31.19'	20.00'	89°21'27"	N 44°03'52" W 28.13'



12-27-24

Accurate
Measures

881 W. Cheyenne Ave.
Hayden, Idaho 83835
(208) 512 - 4832

DATE: 12-27-24	DRAWN BY: TRE / RCH	CHECKED BY: RCH	DWG: 24019-LEGION PARK - FINAL	SHEET: 3 / 4
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LEGION PARK

A SUBDIVISION LOCATED WITHIN A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS,
NE 1/4 OF SECTION 35, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

INSTRUMENT No. _____

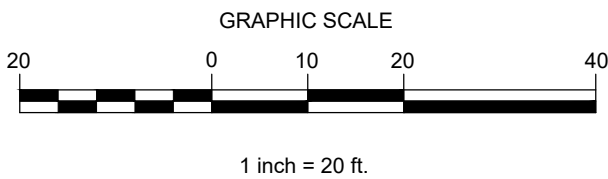
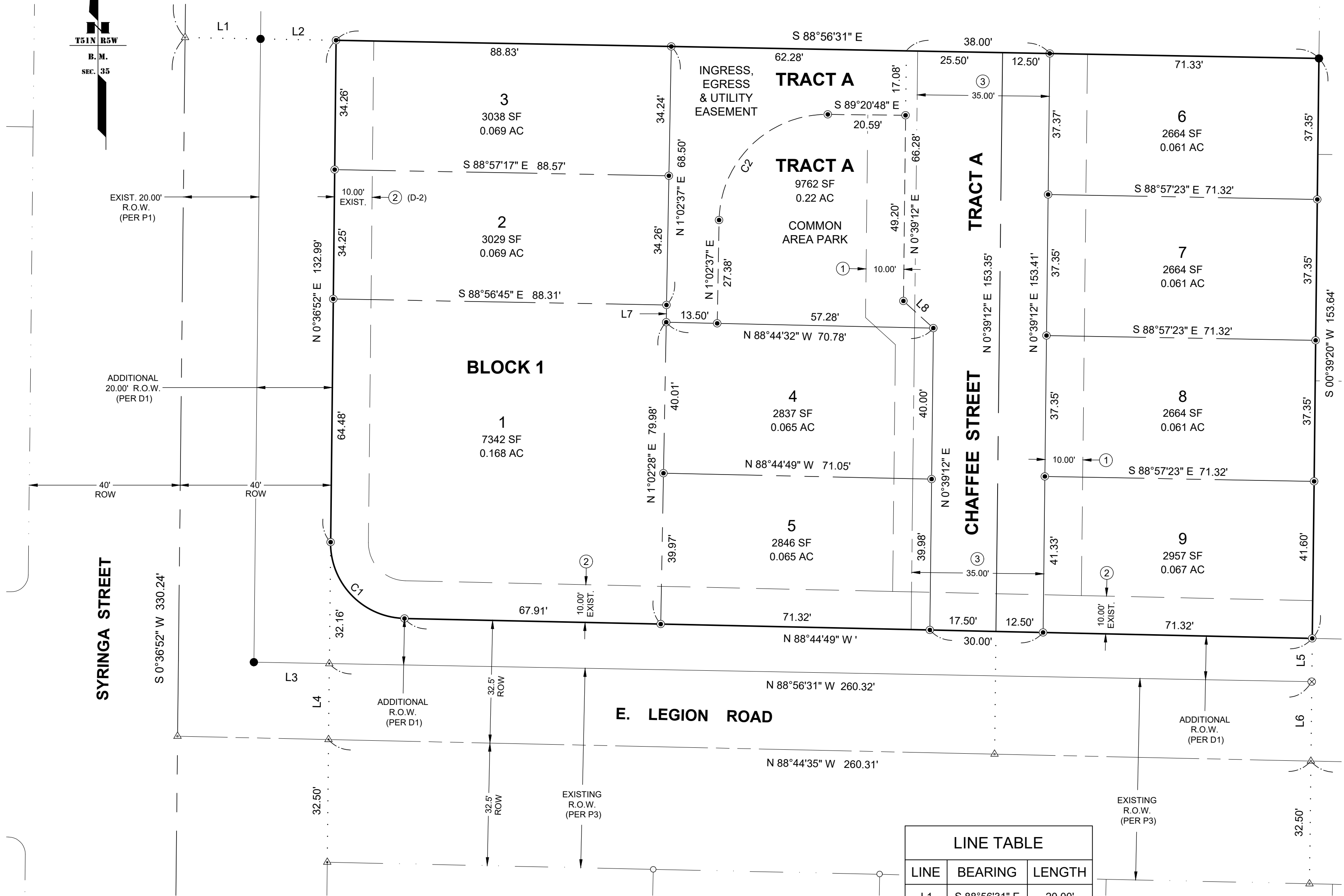
NOTES

KOOTENAI COUNTY TITLE COMPANY, FILE NUMBER: KT-501888, DATED NOVEMBER 5, 2024, WAS RELIED ON FOR THE PREPARATION OF THIS PLAT.

- EASEMENTS, DEDICATIONS, CONDITIONS, RESTRICTIONS, NOTES AND PROVISIONS MAY AFFECT THE SUBJECT PROPERTY, (BOOK C OF PLATS AT PAGE 79, RECORDS OF KOOTENAI COUNTY).
- A RIGHT-OF-WAY EASEMENT FOR WASHINGTON WATER POWER COMPANY, INC., MAY AFFECT THE SUBJECT PROPERTY (BOOK 130 OF DEEDS AT PAGE 524, RECORDS OF KOOTENAI COUNTY).
- A 10' FOOT WIDE EASEMENT FOR PUBLIC SIDEWALK, STORM WATER DRAINAGE AND UTILITIES FRONTING LOTS 1, 2, 3, 5, 9 AND TRACT A AS DEPICTED HEREIN (INSTRUMENT No. 2974541000 RECORDS OF KOOTENAI COUNTY).

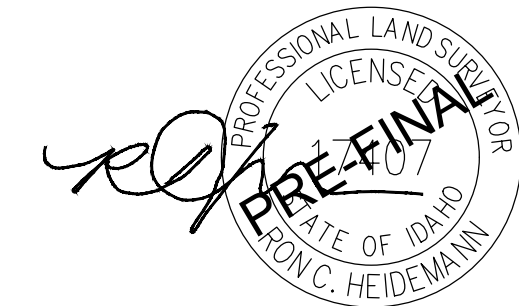
LEGEND

- SET 5/8" x 24" REBAR WITH 1-1/4" ORANGE PLASTIC CAP, (OPC) STAMPED "AM PLS 17407"
- ⊗ FOUND 1-1/4" YELLOW PLASTIC CAP, (YPC) ON 5/8" REBAR, MARKED "PLS 8798"
- FOUND 1-1/4" ORANGE PLASTIC CAP, (OPC) ON 5/8" REBAR, MARKED "AM PLS 17407"
- FOUND 1" YELLOW PLASTIC CAP, (YPC) ON 1/2" REBAR, MARKED "PLS 7047"
- △ COMPUTED POINT, NOTHING FOUND OR SET
- ① 10.00' WIDE UTILITY AND STORM WATER DRAINAGE EASEMENT
- (D-2) ② 10.00' WIDE UTILITY EASEMENT PER INSTRUMENT No. 2974541000.
- ③ A 35.00' WIDE PUBLIC UTILITY EASEMENT DEDICATED TO THE CITY OF POST FALLS.



CURVE TABLE					
CURVE	TANGENT	LENGTH	RADIUS	DELTA	CHORD
C1	19.78'	31.19'	20.00'	89°21'27"	N 44°03'52" W 28.13'
C2	28.31'	44.57'	28.50'	89°36'32"	N 45°50'53" E 40.17'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°56'31" E	20.00'
L2	S 88°56'31" E	20.00'
L3	S 88°56'31" E	20.00'
L4	S 00°36'52" W	20.12'
L5	N 00°39'20" E	11.48'
L6	N 00°39'20" E	21.02'
L7	N 01°02'28" E	4.56'
L8	N 47°49'08" W	10.69'

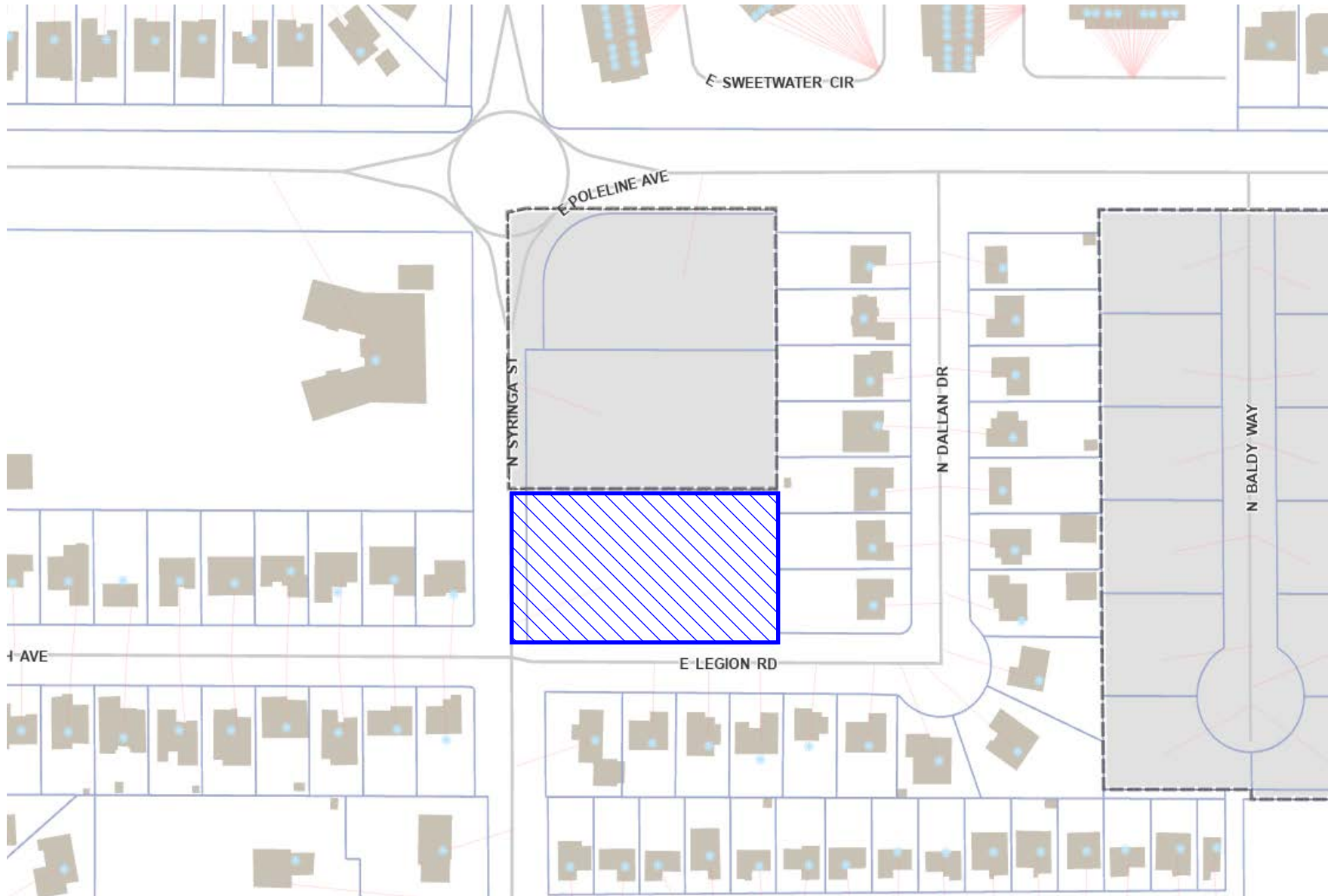


12-27-24

Accurate
Measures

881 W. Cheyenne Ave.
Hayden, Idaho 83835
(208) 512 - 4832

DATE: 12-27-24	DRAWN BY: TRE / RCH	CHECKED BY: RCH	DWG: 24019-LEGION PARK - FINAL	SHEET: 4 / 4
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LEGION PARK SUBDIVISION LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: North Place East 2nd Addition Final Plat

ITEM AND RECOMMENDED ACTION:

Staff recommends approval of the final plat of the North Place East 2nd Addition subdivision. Approval of this item will authorize the mayor to sign the final plat.

DISCUSSION:

North Place East 2nd Addition is a 38-lot subdivision located near N. Syringa St. and E. Allenby Ave. Engineering staff reviewed the submitted final plat documents to ensure that they are consistent with the preliminary plat approval and the city's subdivision construction standards. Construction plans were approved and a Construction Improvement Agreement was executed on January 7, 2025, authorizing the developer to construct the required subdivision improvements. The final step in the subdivision approval process is approval of the final plat, which creates legal lots for sale. Under the City's subdivision ordinance, the final plat is returned to the city council for authorization of the mayor's signature. As required by our code, city engineering staff certifies that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements. Because the developer of North Place East 2nd Addition is platting prior to the completion of the subdivision improvements, they have provided surety for the remaining public improvements associated with the subdivision.

***Approved plat attached. Original mylars to Clerk prior to the meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 5, 2024 - North Place East 2024 Subdivision
January 7, 2025 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

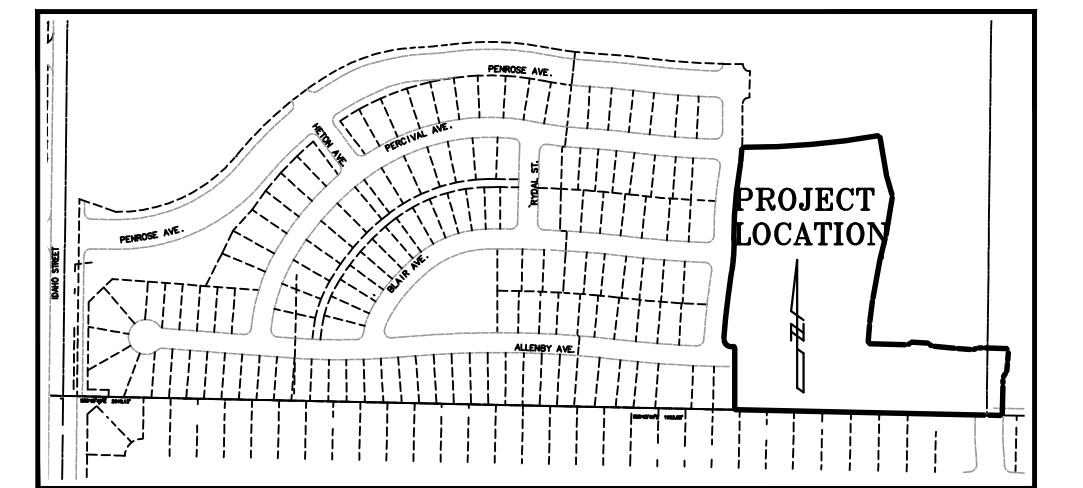
Acceptance of operations and maintenance costs for public roadway, sanitary sewer and water infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. North Place East 2nd Addition Plat
2. NPE 2nd Location Map



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

1 inch = 100 ft.

- ⑤ SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- ④ SET 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
- SET 1/4" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- ✕ SET 1" COPPER CAPS WITH MAGNETS IN SIDEWALK MARKED "MEM 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- ▯ FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717",
- △ FOUND 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
- FOUND 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717"
- (10) BLOCK NUMBER

TOTAL AREA=9.027 ACRES

* 10' UTIL., SIDEWALK AND DRAINAGE EASEMENT

** 15' UTIL., SIDEWALK AND DRAINAGE EASEMENT

O.B.= POINT OF BEGINNING

(R)=RADIAL LINE

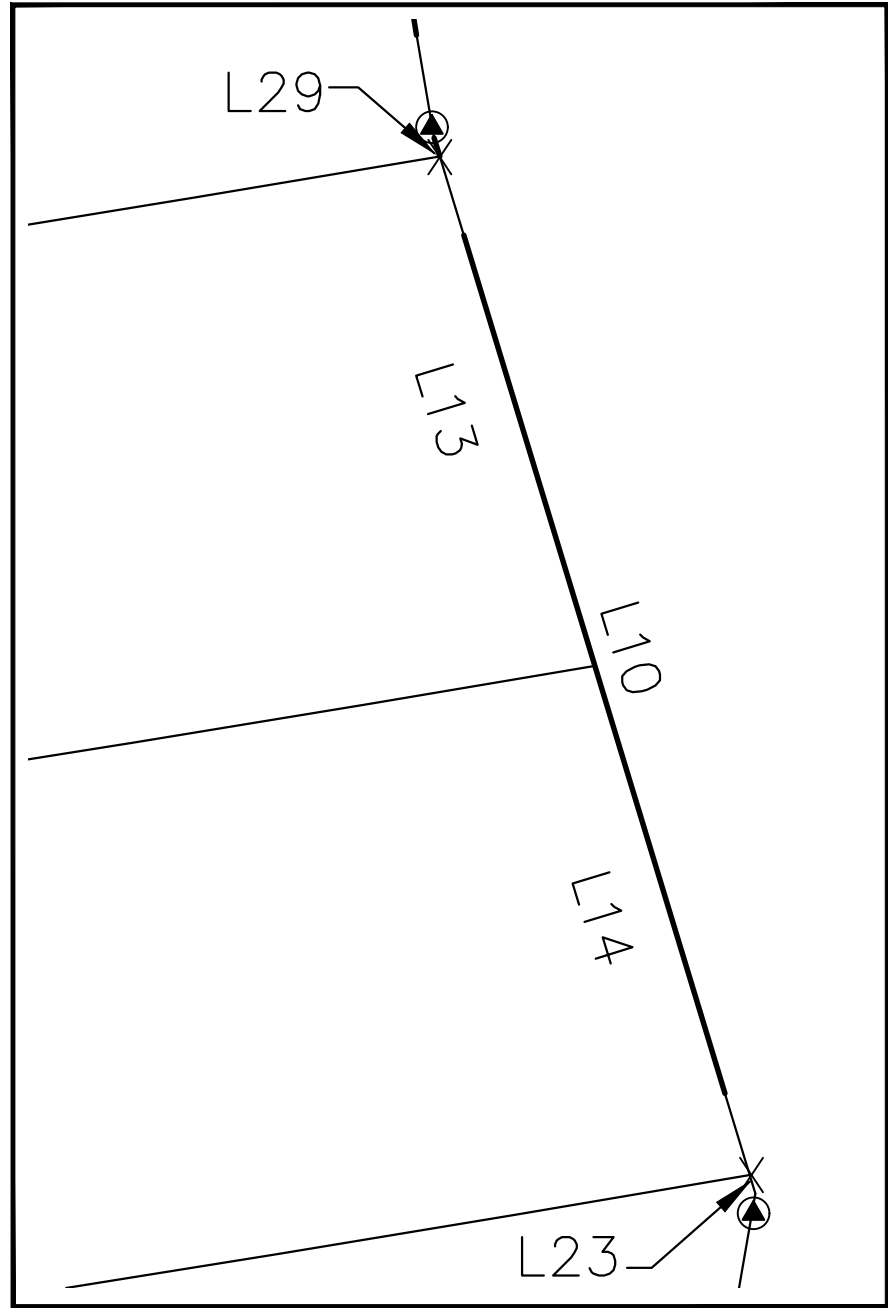
A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS AND A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDINANCE NO. 1408 LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



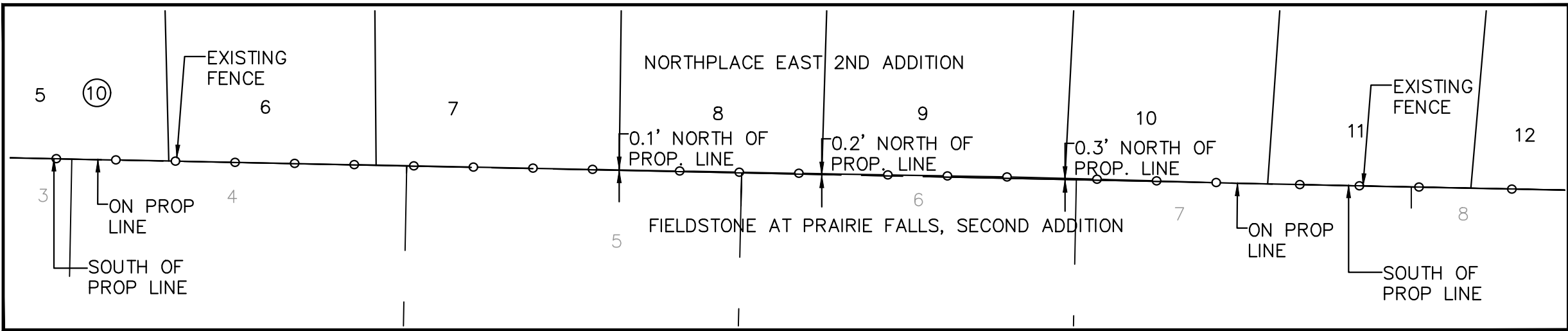
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°03'39"E	62.93'
L2	N87°53'41"W	65.00'
L3	N88°47'07"W	18.95'
L4	N87°00'43"W	57.04'
L5	S04°31'13"W	57.27'
L6	S07°25'43"W	69.07'
L7	N10°23'54"E	123.48'
L8	N13°56'50"E	61.59'
L9	N09°41'25"E	117.52'
L10	N16°55'15"E	57.45'
L11	S89°39'31"E	11.96'
L12	N01°11'11"E	87.31'
L13	S17°03'05"E	27.73'
L14	S17°10'35"E	27.73'
L15	N00°00'00"W	106.31'
L16	S00°00'00"E	81.48'
L17	S00°00'00"E	24.83'
L18	S07°21'44"W	45.14'
L19	N07°21'44"E	18.55'
L20	N07°21'44"E	62.26'
L21	S07°21'44"W	54.91'
L22	S07°21'44"W	19.24'
L23	S16°55'15"E	1.01'
L24	S09°41'25"W	58.08'
L25	S09°41'25"W	59.44'
L26	S10°23'54"W	61.17'
L27	S10°23'54"W	62.32'
L28	S01°11'11"W	87.37'
L29	S16°55'15"E	1.01'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1462.50'	17.84'	17.84'	N01°32'09"E	0°41'56"
C2	20.00'	20.05'	19.22'	N31°32'44"E	57°26'14"
C3	20.00'	9.21'	9.13'	N44°06'12"W	26°22'25"
C4	20.00'	16.84'	16.35'	S70°28'08"W	48°15'16"
C5	2971.50'	44.57'	44.57'	N84°58'27"W	0°51'34"
C6	3028.50'	68.02'	68.02'	N85°11'17"W	1°17'13"
C7	8.50'	13.49'	12.12'	N40°21'14"W	90°57'18"
C8	8.50'	13.01'	11.78'	S48°54'46"W	87°43'07"
C9	3028.50'	111.01'	111.01'	N88°16'42"W	2°06'01"
C10	2404.50'	396.41'	395.96'	S85°04'29"W	9°26'45"
C11	728.50'	85.52'	85.47'	S06°18'52"W	6°43'33"
C12	971.50'	179.16'	178.91'	S04°23'39"W	10°33'59"
C13	528.50'	91.52'	91.41'	S04°04'20"W	9°55'20"
C14	2267.50'	196.33'	196.27'	S06°33'11"W	4°57'40"
C15	20.00'	32.68'	29.16'	N42°44'08"W	93°36'57"
C16	3004.00'	179.05'	179.02'	N88°31'08"E	3°24'54"
C17	3000.00'	452.61'	452.18'	S88°52'00"W	8°38'39"
C18	2999.99'	50.49'	50.49'	S87°17'37"W	0°57'52"
C19	3000.00'	402.11'	401.81'	N88°23'04"W	7°40'47"
C20	3000.00'	150.40'	150.39'	S85°58'51"E	2°52'21"
C21	1500.00'	104.37'	104.35'	N03°10'47"W	3°59'12"
C22	2004.00'	370.42'	369.89'	N08°40'05"W	10°35'26"
C23	496.00'	95.71'	95.56'	N08°26'08"E	11°03'21"
C24	2553.00'	145.64'	145.62'	N81°54'16"E	3°16'07"
C25	2152.50'	2.71'	2.71'	S13°38'21"W	0°04'20"
C26	2152.50'	42.94'	42.94'	S13°06'14"W	1°08'35"
C27	2152.50'	59.58'	59.58'	S12°48'37"W	1°35'10"
C28	2152.50'	65.09'	65.08'	S11°39'58"W	1°43'57"
C29	2152.50'	69.21'	69.21'	S11°05'46"W	1°50'32"
C30	2152.50'	73.49'	73.48'	S09°49'18"W	1°57'22"
C31	2152.50'	55.86'	55.86'	S09°25'53"W	1°29'13"
C32	2152.50'	52.49'	52.49'	S08°08'43"W	1°23'50"
C33	2152.50'	59.32'	59.32'	S07°53'55"W	1°34'44"
C34	2152.50'	65.09'	65.08'	S06°34'49"W	1°43'57"
C35	2152.50'	59.32'	59.32'	S06°19'11"W	1°34'44"
C36	2152.50'	74.36'	74.36'	S04°43'28"W	1°58'46"
C37	2152.50'	67.45'	67.45'	S04°37'57"W	1°47'44"
C38	2975.50'	81.89'	81.89'	S89°26'16"W	1°34'37"
C39	2267.50'	57.81'	57.81'	N04°48'10"E	1°27'39"
C40	2267.50'	62.48'	62.48'	N06°19'22"E	1°34'44"
C41	2267.50'	62.48'	62.48'	N07°54'06"E	1°34'44"
C42	2267.50'	13.55'	13.55'	N08°51'44"E	0°20'33"
C43	528.50'	35.24'	35.24'	N07°07'23"E	3°49'15"
C44	528.50'	56.28'	56.25'	N02°09'43"E	6°06'06"
C45	971.50'	2.08'	2.08'	N00°49'39"W	0°07'22"
C46	971.50'	65.71'	65.70'	N01°10'18"E	3°52'31"
C47	971.50'	66.14'	66.13'	N05°03'34"E	3°54'02"
C48	971.50'	45.23'	45.23'	S08°20'37"W	2°40'03"
C49	728.50'	26.02'	26.02'	N08°39'15"E	2°02'48"
C50	728.50'	59.49'	59.48'	N05°17'28"E	4°40'45"
C51	2404.50'	130.98'	130.97'	N88°14'13"E	3°07'16"
C52	2404.50'	14.31'	14.31'	N86°30'21"E	0°20'27"

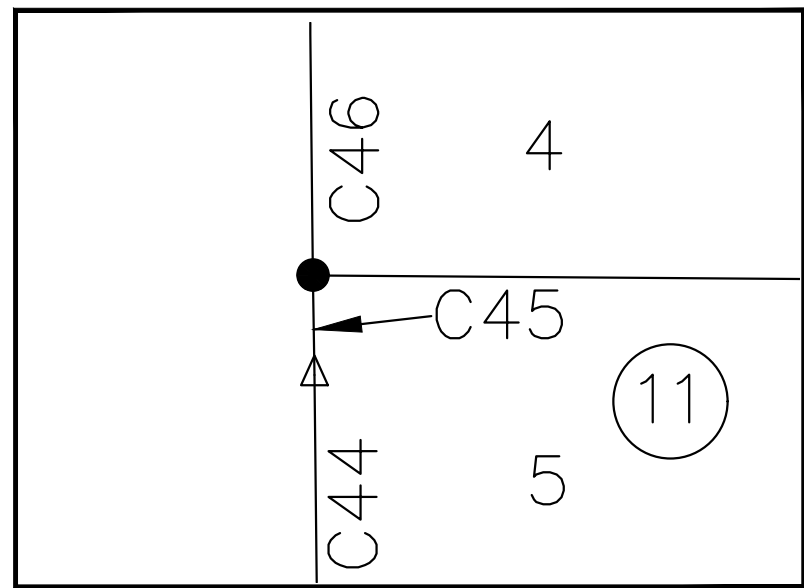
CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C53	2404.50'	140.27'	140.25'	N84°39'51"E	3°20'33"
C54	2404.50'	49.49'	49.49'	N82°24'13"E	1°10'45"
C55	2404.50'	61.36'	61.36'	N81°04'58"E	1°27'44"
C56	2525.50'	64.58'	64.58'	S81°04'53"W	1°27'54"
C57	2525.50'	28.96'	28.96'	S82°08'33"W	0°39'25"
C58	9.50'	8.70'	8.40'	N71°17'52"W	52°27'46"
C59	50.50'	20.42'	20.28'	N56°38'57"W	23°09'55"
C60	50.50'	58.18'	55.02'	S78°45'48"W	66°00'34"
C61	50.50'	51.35'	49.16'	S16°37'50"W	58°15'21"
C62	50.50'	29.74'	29.31'	S29°22'02"E	33°44'23"
C63	9.50'	9.09'	8.75'	S18°49'39"E	54°49'08"
C64	468.50'	32.77'	32.76'	S10°35'08"W	4°00'26"
C65	468.50'	11.24'	11.24'	N13°16'34"E	1°22'28"
C66	2031.50'	50.74'	50.74'	N13°14'52"E	1°25'52"
C67	2031.50'	61.43'	61.43'	N11°39'58"E	1°43'57"
C68	2031.50'	69.35'	69.35'	N09°49'18"E	1°57'22"
C69	2031.50'	49.54'	49.54'	N08°08'43"E	1°23'50"
C70	2031.50'	61.43'	61.43'	N06°34'49"E	1°43'57"
C71	2031.50'	39.60'	39.60'	N05°09'20"E	1°07'01"
C72	20.00'	28.76'	26.34'	N45°47'12"E	82°22'45"
C73	2975.50'	95.46'	95.45'	N87°43'49"E	1°50'17"
C74	3028.50'	100.26'	100.26'	S89°43'24"W	1°53'49"
C75	20.00'	33.56'	29.76'	N43°09'00"W	96°09'02"
C76	1976.50'	49.57'	49.57'	N05°38'38"E	1°26'13"
C77	1976.50'	73.58'	73.57'	N07°25'43"E	2°07'58"
C78	1976.50'	66.33'	66.33'	N09°27'24"E	1°55'22"
C79	1976.50'	65.17'	65.17'	N11°21'45"E	1°53'21"
C80	1976.50'	57.14'	57.13'	N13°08'07"E	1°39'23"
C81	523.50'	6.46'	6.46'	N13°36'36"E	0°42'24"
C82	523.50'	48.27'	48.25'	N10°36'56"E	5°16'57"
C83	523.50'	7.48'	7.48'	N07°33'53"E	0°49'07"
C84	20.00'	26.36'	24.50'	N44°55'09"E	75°31'39"
C85	2580.50'	112.14'	112.13'	N81°26'17"E	2°29'23"
C86	3032.50'	49.67'	49.67'	N89°45'25"E	0°56'19"
C87	3032.50'	59.61'	59.61'	N88°43'29"E	1°07'34"
C88	3032.50'	49.67'	49.67'	N87°41'32"E	0°56'19"
C89	3032.50'	21.79'	21.79'	N87°01'02"E	0°24'42"
C90	2971.50'	28.45'	28.45'	N87°05'08"E	0°32'55"
C91	2971.50'	62.09'	62.09'	N87°57'30"E	1°11'50"
C92	2971.50'	52.87'	52.87'	N89°04'00"E	1°01'10"
C93	2971.50'	62.09'	62.09'	S89°49'30"E	1°11'50"
C94	2971.50'	51.74'	51.74'	S88°43'39"E	0°59'52"
C95	2971.50'	62.09'	62.09'	S87°37'48"E	1°11'50"
C96	2971.50'	51.74'	51.74'	S86°31'57"E	0°59'52"
C97	2971.50'	51.74'	51.74'	S85°32'06"E	0°59'52"
C98	2971.50'	25.49'	25.49'	S84°47'25"E	0°29'29"
C99	3028.50'	33.33'	33.33'	S84°51'36"E	0°37'50"
C100	3028.50'	13.47'	13.47'	S85°18'09"E	0°15'17"
C101	20.00'	30.52'	27.64'	S41°43'05"E	87°25'26"
C102	1537.50'	21.67'	21.67'	S01°35'24"W	0°48'27"
C103	3028.50'	8.72'	8.72'	N86°53'38"E	0°09'54"
C104	3000.00'	102.44'	102.43'	N85°31'22"W	1°57'23"
C105	3000.00'	47.97'	47.97'	N86°57'33"W	0°54'58"
C106	1500.00'	36.78'	36.77'	S04°28'15"W	1°24'17"
C107	1500.00'	67.60'	67.59'	S02°28'39"W	2°34'55"



DETAIL A
NOT TO SCALE



DETAIL B
1"=30'



DETAIL C
NOT TO SCALE

RFK LAND SURVEYING INC..				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com		DRAWN MEM	APPROVED RFK	SCALE N/A
		DATE 01/20/25	DATE 01/20/25	PROJECT 24-134
				FIELD BOOK
				2 OF 3



NORTHPLACE EAST 2ND ADDITION
A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS AND A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDINANCE NO. 1408 LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO.
ON THE _____ DAY OF _____, 20____

RONALD G. JACOBSON
POST FALLS MAYOR

SHANNON HOWARD
POST FALLS CITY CLERK

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING
ON THIS _____ DAY OF _____, 20____

POST FALLS CITY ENGINEER ROBERT S. PALUS, P.E.#10039

HEALTH DISTRICT APPROVAL

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

THIS PLAT APPROVED THIS _____ DAY OF _____, 20____

PANHANDLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE, P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

MICHAEL E. MOORE P.L.S. #9717 _____ DATE _____

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH _____, THIS

_____ DAY OF _____, 20____

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING
THIS _____ DAY OF _____, 20____

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER

STATE OF IDAHO)

COUNTY OF KOOTENAI)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____

AT _____ MINUTES PAST _____ O'CLOCK _____M, AND DULY RECORDED IN BOOK _____, PAGE _____, AS INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER _____ FEE _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT SCHNEIDMILLER BROTHERS, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS NORTHPLACE EAST 2ND ADDITION, SAID PROPERTY BEING A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28, AND 29 OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS, PAGE 78, A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDINANCE NO. 1408, (INSTRUMENT NO. 28064453000). LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 9 OF NORTHPLACE EAST 1ST ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 782 THRU 782B, SAID POINT BEING ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE S88°48'49"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 722.25 FEET TO THE CENTER OF SECTION MONUMENT; THENCE CONTINUING S88°48'49"E ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26 A DISTANCE OF 44.44 FEET; THENCE LEAVING SAID SOUTHERLY LINE N01°11'11"E A DISTANCE OF 87.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1462.50 FEET AND A CHORD BEARING AND DISTANCE OF N01°32'09"E, 17.84 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'56"AN ARC DISTANCE OF 17.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N31°32'44"E, 19.22 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°26'14" AN ARC DISTANCE OF 20.05 FEET; THENCE N05°03'39"E A DISTANCE OF 62.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N44°06'12"W, 9.13 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°22'25" AN ARC DISTANCE OF 9.21 FEET; THENCE N87°53'41"W A DISTANCE OF 65.00 FEET; THENCE N88°47'07"W A DISTANCE OF 18.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S70°28'08"W, 16.35 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°15'16" AN ARC DISTANCE OF 16.84 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH AND HAVING RADIUS OF 2971.50 FEET AND A CHORD BEARING AND DISTANCE OF N84°58'27"W, 44.57 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'34" AN ARC DISTANCE OF 44.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 3028.50 FEET AND A CHORD BEARING AND DISTANCE OF N85°11'17"W, 68.02 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'13" AN ARC DISTANCE OF 68.02 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 8.50 FEET AND A CHORD BEARING AND DISTANCE OF N40°21'14"W, 12.12 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°57'18" AN ARC DISTANCE OF 13.49 FEET; THENCE N87°00'43"W A DISTANCE OF 57.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 8.50 FEET AND A CHORD BEARING AND DISTANCE OF S48°54'46"W, 11.78 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°43'07" AN ARC DISTANCE OF 13.01 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 3028.50 FEET AND A CHORD BEARING AND DISTANCE OF N88°16'42"W, 111.01 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°06'01" AN ARC DISTANCE OF 111.01 FEET; THENCE N04°31'13"E A DISTANCE OF 57.27 FEET; THENCE N07°25'43"E A DISTANCE OF 69.07 FEET; THENCE N10°23'54"E A DISTANCE OF 123.48 FEET; THENCE N13°56'50"E A DISTANCE OF 61.59 FEET; THENCE N09°41'25"E A DISTANCE OF 117.52 FEET; THENCE N16°55'15"W A DISTANCE OF 57.45 FEET; THENCE N09°38'54"W A DISTANCE OF 120.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2404.50 FEET AND A CHORD BEARING AND DISTANCE OF S85°04'29"W, 395.96 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°26'45" AN ARC DISTANCE OF 396.41 FEET TO THE EASTERLY BOUNDARY LINE OF SAID NORTHPLACE EAST 1ST ADDITION; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING (7) SEVEN COURSES;

- 1) THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 728.50 FEET AND A CHORD BEARING AND DISTANCE OF S06°18'52"W, 85.47 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE 06°43'33" AN ARC DISTANCE OF 85.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 971.50 FEET AND A CHORD BEARING AND DISTANCE OF S04°23'39"W, 178.91 FEET;
- 2) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°33'59" AN ARC DISTANCE OF 179.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 528.50 FEET AND A CHORD BEARING AND DISTANCE OF S04°04'20"W, 91.41 FEET;
- 3) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'20" AN ARC DISTANCE OF 91.52 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2267.50 FEET AND A CHORD BEARING AND DISTANCE OF S06°33'11"W, 196.27 FEET;
- 4) THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°57'40" AN ARC DISTANCE OF 196.33 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S42°44'08"E, 29.16 FEET;
- 5) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°36'57" AN ARC DISTANCE OF 32.68 FEET;
- 6) S89°39'31"E A DISTANCE OF 11.96 FEET;
- 7) S00°13'35"W A DISTANCE OF 180.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.027 ACRES MORE OR LESS
SUBJECT TO ALL EASEMENTS OF RECORD

RIGHTS OF WAY AS SHOWN HEREIN ARE HEREBY DEDICATED TO THE CITY OF POST FALLS.

UTILITY, SIDEWALK AND DRAINAGE EASEMENTS AS SHOWN HEREIN ARE HEREBY GRANTED TO THE CITY OF POST FALLS OVER A TEN FOOT (10') WIDE STRIP ADJOINING SEGAR LOOP AND ALLENBY AVENUE AND OVER A FIFTEEN FOOT (15) WIDE STRIP ADJOINING SYRINGA ST. FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID FACILITIES.

A DRAINAGE EASEMENT OVER TRACTS A, AND B ARE HEREBY GRANTED TO THE CITY OF POST FALLS AND WILL BE MAINTAINED, IRRIGATED AND LANDSCAPED BY THE NORTHPLACE HOMEOWNERS ASSOCIATION, NO MODIFICATIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE CITY OF POST FALLS

THE AREAS IDENTIFIED HEREIN AS TRACTS A AND B ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE NORTHPLACE HOMEOWNERS ASSOCIATION. A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED, REGARDLESS OF ANY PROVISIONS IN THE COVENANTS WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF POST FALLS. THE OWNER HEREBY DECLARES THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE LOT OWNERS WITHIN THIS PLAT, FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSES, SUBJECT TO SUCH PURPOSES AS SHOWN ON THE FINAL PLAT FOR DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE NORTH PLACE HOMEOWNERS ASSOCIATION FROM TIME TO TIME.

CITY OF POST FALLS WILL PROVIDE WATER SERVICE TO THIS DEVELOPMENT.

CITY OF POST FALLS WILL PROVIDE SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

THIS PLAT IS SUBJECT TO COVENANTS. CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS RECORDED AS INSTRUMENT NUMBER 2555551000, KOOTENAI COUNTY RECORDS.

.

IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20____.

BY: PRESIDENT
SCHNEIDMILLER BROTHERS, INC.

ACKNOWLEDGMENT

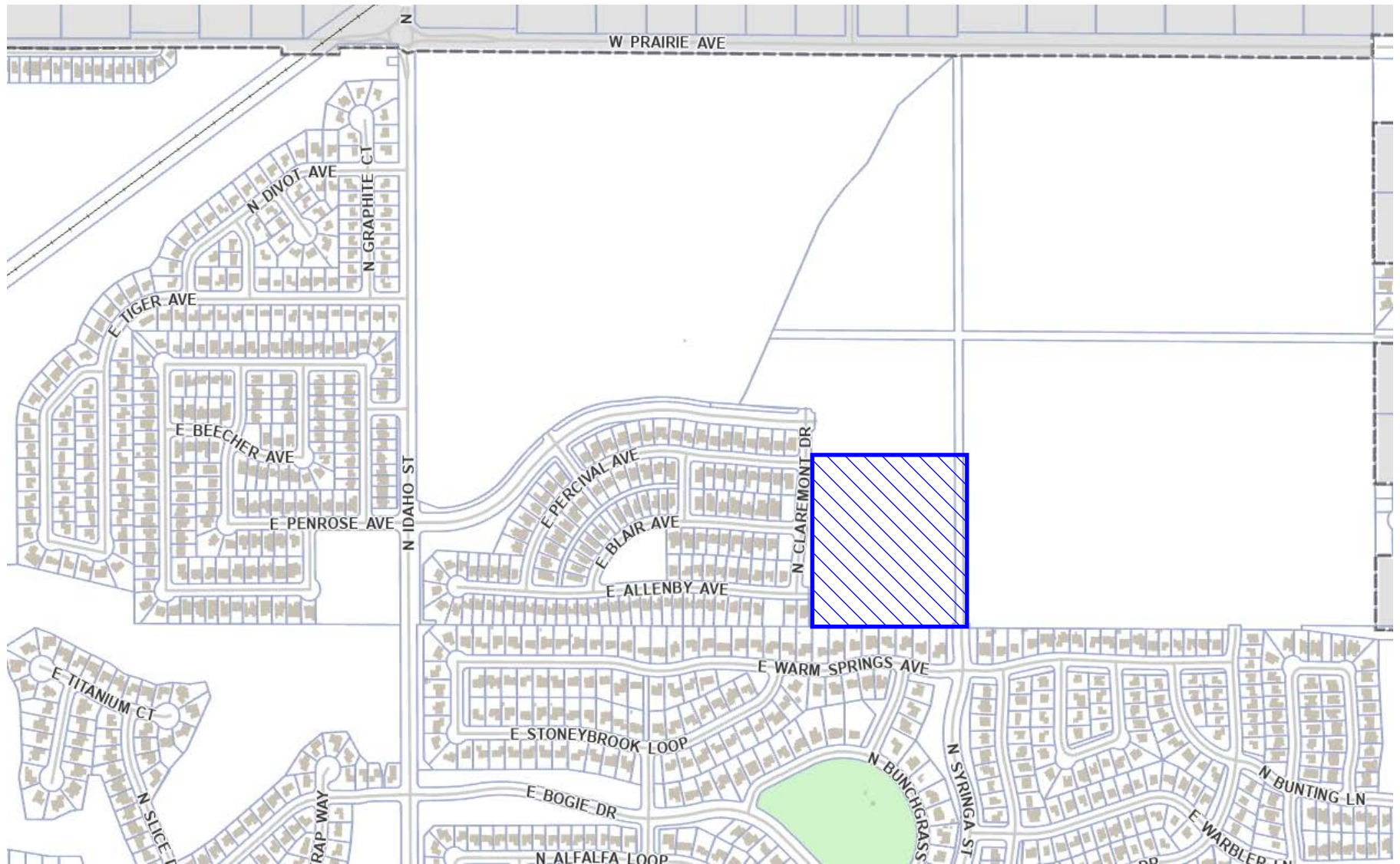
STATE OF WASHINGTON)
)SS
COUNTY OF SPOKANE)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME TO BE PRESIDENT FOR SCHNEIDMILLER BROTHERS INC THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FOR THE _____ RESIDING AT _____ MY COMMISSION EXPIRES
STATE OF WASHINGTON

RFK LAND SURVEYING INC..				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: rudy@rfklandsurveying.com	DRAWN	APPROVED	SCALE	PROJECT
	MEM	RFK	N/A	24-134
	DATE	DATE	SHEET	FIELD BOOK
	01/20/25	01/20/25	3 OF 3	

NORTHPLACE EAST 2ND ADDITION
A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS AND A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDINANCE NO. 1408 LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



NORTH PLACE EAST 2ND ADDITION LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Mike Kirby, IT Director
SUBJECT: Contract Renewal with Sylint, LLC

ITEM AND RECOMMENDED ACTION:

The Information Technology Department is requesting approval for a renewed contract for cyber security services with Sylint, LLC.

DISCUSSION:

In the Fall of 2022, the City contracted with Sylint, LLC. for cyber security services. The contract was renewed in January of 2024 with Council approval. The Scope of Work is relatively unchanged with the exceptions just showing them continuing the tools and services already in place. Since contracting with Sylint, they have been performing quarterly scans of our environments both on the City Hall network, and the Police network. They just recently completed penetration testing on the City Hall side and will be providing that report soon. We are planning additional testing on the Police side in the near future. In addition, they are helping us develop policies and procedures to position us to be able to maintain our security posture. Along with the anti-virus/anti-malware monitoring they are doing for us, Sylint is providing guidance and expertise to help us minimize our security vulnerability

We have been very pleased with their services and are anticipating their help and involvement in continuing to harden our cyber security environment. We would like to request approval for this renewal.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total annual amount of the contract is lower this year at \$144,828. That amount will be billed monthly at \$12,069. Any charges above that amount, if needed, will come back for further approval.

BUDGET CODE:

001-421.0000.62040 = \$72,414

001-421.0000.66170 = \$72,414

ATTACHMENTS:

1. 2024 Sylint, LLC
2. SOW_01092025_CityofPostFallsGSA

MASTER SERVICES AGREEMENT

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Services - Planning Division Department
408 N. Spokane Street
Post Falls, ID 83854

City Contact Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfallsidaho.org

City Project Manager: John Mittmann, Post Falls Police, Phone: (208) 773-6352, ____ - ____.
Email: JMittmann@postfallspolice.com

CONSULTANT:

Sylint, LLC
Firm Project Manager: Kurt Augustine, Director of Security Services, Phone: (941) 260-7277
Email: kaugustine@sylint.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and Sylint, LLC having offices for the transaction of business at 240 N. Washington Blvd, Ste. 600, Sarasota, FL, 34236, hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, in providing services to its residents and visitors, the City operates multiple networked information technology systems;

WHEREAS, these information technology systems must be secured and protected from threats to the confidentiality, integrity and availability of data within these systems; and

WHEREAS, the Consultant provides cybersecurity services related to the protection of information systems and data.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in one or more Statements of Work, which are generally described as cybersecurity services ("the Services") to protect and defend the City's information systems from cybersecurity threats.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. PROJECT LOCATION: This project is to be located in the City of Post Falls.

2.2. SCOPE/STATEMENT OF WORK: The Consultant will provide cybersecurity services described in the Scope of Work attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or his/her representative.

2.3. PERSONNEL: The Consultant represents that it has or will secure at its own expense all personnel required to perform its Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the Services on behalf of the Consultant. The Consultant's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's request, the City, may at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. ASSIGNABILITY: The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. RELATIONSHIP OF THE PARTIES: The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

2.6. TERM AND RENEWAL: The term of this Agreement shall be 3 years from the effective date which shall be the date when the agreement is fully executed by all the Parties. The Statement of Work will be renewed annually unless either Party terminates the agreement pursuant to Article 5 of this agreement. Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the Budget section of **Exhibit "A"**. The Statement of Work will include a not-to-exceed total payment amount that will not be altered without a change order approved in writing by both parties. Prices and rates shall remain

firm for the duration of the Statement of Work unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: The City shall reimburse the Consultant for all reasonable, actual out-of-pocket expenses for travel in connection with the delivery of these Services, as delineated in the Statement of Work. Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. The Statement of Work shall include such reimbursable expenses, which are subject to the total compensation limit addressed in Section 3.1 of this Article. The total compensation limit in the Statement of Work cannot be changed without a change order approved in writing by both parties. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project.

3.3. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to, fees, licenses, and permits have already been included in computation of the Consultant's fee and may not be charged to the City.

3.4. TIME OF PAYMENT: Payments will be made in monthly installments based on an invoice of Services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 30 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. METHOD OF PAYMENT: The, City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH) or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

3.6. FINAL INVOICE: In order for the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will thereupon be closed and any budget balances deleted, the Consultant agrees that any further charges not properly included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy

must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls City Clerk, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. GENERAL LIABILITY INSURANCE: The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of Services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to City of Post Falls.

4.4. WORKERS COMPENSATION: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is less.

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. TERMINATION BY CONSULTANT: This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for Services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that Services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the

Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. SURVIVABILITY: The intellectual property and confidentiality provisions of this Agreement shall survive any termination.

5.4.. CLOSE-OUT OF WORK: Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

7.3. STANDARD ELEMENTS: The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. INTELLECTUAL PROPERTY: All data, works and materials created and stored on a platform controlled by the City or transmitted to or from a platform controlled by the City, supplied by the City to the Consultant in connection with the Consultant's delivery of the Services, or generated by a platform controlled by the City are the property of the City. The Consultant is the owner of all right, title and interest in all intellectual property ("IP") in any work, including but not limited to all inventions, methods, processes, and computer programs (including any source code, object code, enhancements and modifications), developed by the Consultant in connection with the performance of any Services under this Agreement. Consultant may provide the City with periodic reports, either orally or in writing, describing in detail the results of activities and the analysis of these results. The City shall own all right, title, and interest in and to any written summaries, reports, analyses, and findings or other documentation provided to the City in connection with the Consultant's provision of the Services.

7.5. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for

payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.6. CONFIDENTIAL INFORMATION: A Party disclosing confidential information as defined herein is referred to in this Agreement as the "Disclosing Party" and the Party receiving such confidential information is referred to as the "Receiving Party." As used herein, "confidential information" shall mean any information (including the terms of this Agreement) that the Receiving Party knows or has reason to know (either because such information is marked or otherwise identified by the Disclosing Party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other Party and will remain the sole property of the Disclosing Party. The Receiving Party will protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and Confidential Information and materials of like kind, but in no event less than a reasonable standard of care. A Receiving Party's right to use the Disclosing Party's Confidential Information expires upon expiration or termination of this Agreement. Except as otherwise required by law, the Receiving Party agrees not to disclose the Confidential Information to any third Parties or to any of its employees except those persons who have a need to know the Confidential Information in order for the Receiving Party to perform its obligations hereunder. The prohibitions contained in this Section will not apply to information (i) already lawfully known to or independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (ii) disclosed in published materials; (iii) generally known to the public; (iv) lawfully obtained from any third Party; or (v) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, a Party will not be considered to have breached its obligations under this Agreement to the extent Confidential Information is required to be disclosed by any governmental authority or by applicable law including Idaho public record laws, provided the Receiving Party, to the extent practicable, advises the Disclosing Party prior to making such disclosure in order that the Disclosing Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. Sylint agrees to maintain the confidentiality of and protect City Data in accordance with applicable state, local, and federal laws and regulations. Upon termination of this agreement, each Party will, at the request of the other Party and to the extent practicable, return, or upon the other Party's request, destroy, all copies of the other Party's IP and Confidential Information in such Party's possession, custody or control.

7.7. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.8. MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the Services contracted for herein.

7.9. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the Services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for

performance of its Services set forth in this Agreement.

7.10. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8.2. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. COMPLIANCE WITH LAWS: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

8.4. MODIFICATION: No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho.

8.6. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

8.7. HEADINGS: The Article and Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles/Sections to which they appertain.

8.8. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.9. RECOVERY OF FUNDS: Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and

or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.10. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

1. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
2. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
3. **Contract with Abortion Providers:** To the extent this agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

8.10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8.13. INTEREST OF CONSULTANT: The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8.14. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.15. INTEGRATION: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

ARTICLE 9. CONTRACT DOCUMENTS

9.1. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Change Orders; and
2. Exhibit "A" Scope of Work; and
4. This Agreement; and
3. Exhibit "B" Nondiscrimination Requirements; and
5. Consultant response to the Request for Qualifications.

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO



Ronald G. Jacobson, Mayor

ATTEST:

BY: 

Shannon Howard
City Clerk

Date: 1/16/24

CONSULTANT



Charly Shugg, Chief Operating Officer

Date: 21 Dec 2023

State of Florida)
: SS
County of Sarasota)

On this 21 day of Dec, 2023 before me, a notary for the State of Florida, personally appeared Charly Shugg who, being by me first duly sworn, declared that s/he is the Chief Operating Officer of Sylint, LLC, that s/he signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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


Notary Public for the State of Florida
Residing at: 4938 Subal Lake Cir. Sarasota, FL
My Commission Expires: 10/13/24 34238

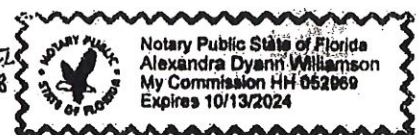


Exhibit B Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

City of Post Falls

Information Security Support – October 5, 2023

Based on Sylint's discussions and previous work with City of Post Falls, the following Statement of Work (SoW) is proposed for services to assist City of Post Falls in addressing cyber threats the organization may face and to support the company's continually evolving information security programs. Through an ongoing relationship, Sylint will conduct strategic, tactical, and operational activities intended to augment the existing capabilities of the Information Technology team.

Engagement Plan

Planned activities include participation in the following at various levels (e.g., perform, oversee, review, support or execute). These items include a mix of ongoing activities expected to take place on an ongoing basis over a 12-month period.

Strategic:

Strategic Item	Description
<i>Policy & Procedure Refinement & Integration</i>	Aligning and integrating policies & procedures in accordance with NIST CSF framework; ¹ recommend policy changes to improve security posture and protections.
<i>Governance & Regulatory Compliance</i>	Regulatory and client requirement review and correlation with current and projected security measures; framework development & integration with requirements (in conjunction with IR/BCP plans if/as necessary)
<i>NIST CSF Alignment Review</i>	Review security posture alignment with current NIST CSF control families and track progress in improvements to security posture
<i>Security Architecture and Framework Devel</i>	Review existing security tools and solutions and develop long range security plans that align with chosen security framework
<i>Solution Review and Risk Analysis</i>	Review existing solutions and associated operational security risks with specific recommendations for mitigation, transference, or acceptance

Tactical

Tactical Item	Description
<i>Audit & Analysis</i>	Periodic review of FW, DNS, DBs, Permissions, Patching solutions to provide summary info for strategic KPIs

¹ National Institute of Standards and Technology CyberSecurity Framework v 1.1

<i>Sensitive Data Repository Identification</i>	Evaluate existing security controls for sensitive data repositories; evaluate enterprise data protection schema; and ensure that prioritized vulnerabilities have a mitigation strategy
<i>Identity and Access Management Review</i>	Review of Active Directory credentials and users
<i>Agent Correlation</i>	Testing and confirmation that expected solutions are implemented in desired/expected areas with results reported into strategic KPIs
<i>Internal Vulnerability Scan Review</i>	Review and prioritization of internal vulnerabilities; support in scoping and configuring scans
<i>External Vulnerability Scan Review</i>	Review and prioritization of external vulnerabilities; support in scoping and configuring scans
<i>Penetration Test Review</i>	Review and prioritization of penetration test results; support in scoping and configuring tests
<i>Threat Intelligence</i>	Collection and compilation of threat data necessary for strategic summaries and briefings
<i>Tactical Action Plans Delivery and Review</i>	Provide specific recommendations to resolve a specific issue to improve security posture or reduce risk
<i>Project Owner Call / On site Update</i>	Regularly scheduled update call cadence outside of other activities

Operational

Operational Item	Description
<i>Tier 1 SIEM Monitoring & Alerting (SS II - GSA Only)</i>	Initial monitoring & alerting on security events
<i>Internal Vulnerability Scans</i>	Vulnerability scan configuration and execution across internal subnets
<i>External Vulnerability Scans</i>	Vulnerability scan configuration and execution across external IP space
<i>Penetration Test Execution</i>	Execution of tests to exploit discovered or suspected vulnerabilities
<i>SME: Security Agent Maintenance</i>	Updates to installed security-related agents
<i>SME: Other</i>	Operational support not previously defined

The above service offering is valid for 30 days from the date first written above and is subject to the general terms and conditions of the Master Services Agreement.

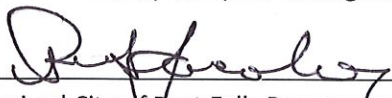
inSyte™ - Annual (unlimited use) license for security metrics, analysis, validation, and tracking, including Threat Intel Module.

Fees

Work will be billed monthly for services on an annualized basis. Based on the currently expected scope, the costs for this project are expected to be approximately \$148,338, billed monthly at the rate of \$12,361. Work may be terminated at any time with a bilateral true-up of hours and fees to date.

Other reasonable expenses for dedicated hardware, software, and shipping costs necessary for the engagement will be invoiced as incurred. In the event additional requirements arise, based on information uncovered during any phase of this project, parties will be updated before additional work is performed by Syllint. City of Post Falls may acquire all needed licenses for Sentinel One, Carbon Black and other security tools utilized directly from vendors outside of this SoW.

The above is hereby accepted and agreed to by:

X 
Authorized City of Post Falls Representative
Name: Donald L. Jacobson
Title: Mayor
Date: 11/16/24

X _____
Jeff Birnbach, Managing Director, Syllint, LLC Date

GSA Contract Number: 47QTCA22D006K

The above service offering is valid for 30 days from the date first written above and is subject to the general terms and conditions of the Master Services Agreement.

City of Post Falls, Idaho

Information Security Support – January 13, 2025

Based on Sylint's discussions and previous work with City of Post Falls, ID, including its Police Department ("PD") (collectively the "City"), the following Statement of Work (SoW) is proposed for the continuation of services to assist the City in addressing cyber threats the organization may face and to support the City's continually evolving information security programs. Through an ongoing relationship, Sylint will conduct strategic, tactical, and operational activities intended to augment the existing capabilities of the Information Technology team.

Engagement Plan

Planned activities include participation in the following at various levels (e.g., perform, oversee, review, support or execute). These items include a mix of ongoing activities expected to take place on an ongoing basis over a 12-month period.

Strategic:

Strategic Item	Description
<i>Policy & Procedure Refinement & Integration</i>	Aligning and integrating updated policies & procedures in accordance with NIST CSF framework; ¹ and recommend additional policy changes to improve security posture and protections as the policies and procedures are implemented.
<i>Governance & Regulatory Compliance</i>	Implement updated security policies and procedures to support the City's regulatory and statutory requirements; correlating with current and projected security measures; and alignment with NIST framework and integration with City requirements (in conjunction with IR/BCP plans if/as necessary)
<i>NIST CSF Alignment Review and Maturation</i>	Review and update security posture alignment from NIST CSF v 1.1 to NIST CSF v 2.0; track progress in improvements to security posture; and provide support to the City in resolving security gaps identified in the initial NIST alignment process.
<i>Security Architecture and Framework Devel</i>	Review existing security tools and solutions and develop long range security plans that align with chosen security framework
<i>Solution Review and Risk Analysis</i>	Review existing solutions and associated operational security risks with specific recommendations for mitigation, transference, or acceptance

¹ National Institute of Standards and Technology Cyber Security Framework v 2.0

Tactical

Tactical Item	Description
<i>Audit & Analysis</i>	Periodic review of Firewalls, DNS, Databases, Permissions, Patching solutions to provide summary info for strategic KPIs
<i>Sensitive Data Repository Identification</i>	Evaluate existing security controls for sensitive data repositories; evaluate enterprise data protection schema; ensure that prioritized vulnerabilities have a mitigation strategy using available tools at the City to identify the locations of this data; and provide support to the City in implementing recommendations to reduce the security risks associated with sensitive data retained by the City
<i>Identity and Access Management Review</i>	Review of Active Directory credentials and users
<i>Agent Correlation</i>	Testing and confirmation that expected solutions are implemented in desired/expected areas with results reported into strategic KPIs
<i>Internal Vulnerability Scan Review</i>	Review and prioritization of internal vulnerabilities; support in scoping and configuring scans
<i>External Vulnerability Scan Review</i>	Review and prioritization of external vulnerabilities; support in scoping and configuring scans
<i>Penetration Test Findings</i>	Review and prioritization of penetration test results; provide support to the City in implementing remediations and mitigations to correct gaps and issues found.
<i>Threat Intelligence</i>	Collection and compilation of threat data necessary for strategic summaries and briefings
<i>Tactical Action Plans Delivery and Review</i>	Provide specific recommendations to resolve specific issues to improve security posture; and support the implementation of these recommendations including results identified during the pen test
<i>Project Owner Call / On site Update</i>	Regularly scheduled update call cadence outside of other activities

Operational

Operational Item	Description
<i>Tier 1 SIEM Monitoring & Alerting (SS II - GSA Only)</i>	Initial monitoring & alerting on security events
<i>Internal Vulnerability Scans</i>	Vulnerability scan configuration and execution across internal subnets
<i>External Vulnerability Scans</i>	Vulnerability scan configuration and execution across external IP space
<i>Penetration Test Execution</i>	Execution of tests to exploit discovered or suspected vulnerabilities, including supporting the City's efforts to remediation of results found
<i>SME: Security Agent Maintenance</i>	Updates to installed security-related agents
<i>SME: Other</i>	Operational support not previously defined

inSyte™ - An annual (unlimited use) license for security metrics, analysis, validation, and tracking, including Threat Intel Module.

Fees

Work will be billed monthly for services on an annualized basis. Based on the currently expected scope, the costs for this project are expected to be approximately \$144,828, billed monthly at the rate of \$12,069. Work may be terminated at any time with a bilateral true-up of hours and fees to date.

Other reasonable expenses for dedicated hardware, software, and shipping costs necessary for the engagement will be invoiced as incurred. In the event additional requirements arise, based on information uncovered during any phase of this project, parties will be updated before additional work is performed by Sylint. City of Post Falls may acquire all needed licenses for Sentinel One, Carbon Black and other security tools utilized directly from vendors outside of this SoW.

The above is hereby accepted and agreed to by:

X _____

Authorized City of Post Falls Representative

Date

Name: _____

Title: _____

Date: _____

X _____

Charly Shugg, Chief Operating Officer, Sylint, LLC

The above service offering is valid for 30 days from the date first written above and is subject to the general terms and conditions of the Master Services Agreement.

GSA Contract Number: 47QTCA22D006K

The above service offering is valid for 30 days from the date first written above and is subject to the general terms and conditions of the Master Services Agreement.

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Gabrio Estates Duplexes Zone Change File No. ZC-24-2

ITEM AND RECOMMENDED ACTION:

This item is a quasi-judicial public hearing on a request to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the adopted zone change criteria have been met.

DISCUSSION:

The applicant, Nate Grossglauser , is requesting the City Council to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. The zone change review criteria are listed below. Because this is a quasi-judicial hearing, the City Council can only consider whether these criteria have been met based only on the evidence received during the hearing process:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The attached staff report provides an analysis of the above criteria including zoning and uses in the surrounding area, the Comprehensive Plan's future land use map designation for this area and other relevant Comprehensive Plan policies, and the transportation network in the area.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

On October 8th, 2024 the Planning and Zoning Commission recommended that the City Council approve the proposed rezone on lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. CC_Gabrio Estates Duplexes Staff Report (ZC-24-2)
2. CC_Gabrio Estates Duplexes Powerpoint (ZC-24-2)
3. Exhibit PA-7 PFHD Comment_Gabrio Estates_CC
4. Exhibit PA-8 East Green Acres Irrigation District Comment_CC Gabrio Estates Duplexes_CC
5. Exhibit PA-9 ITD Comment_CC Gabrio Estates Duplexes
6. Exhibit PC-1_PZ
7. Exhibit PC-2 Vocca Comment_PZ
8. Exhibit PC-3 Peratos LATE Comment_PZ_
9. PC-4 Johnson Comment1_6_25
10. Exhibit PC-5 Peratos Comment
11. Exhibit PC-6 Vocca Comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: January 16, 2025

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE FEBRUARY 4, 2025, CITY COUNCIL MEETING
GABRIO ESTATES DUPLEXES ZONE CHANGE FILE NO. ZC-24-2

INTRODUCTION:

Nate Grossglauser has requested approval to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. The City Council must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are the following:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: Gabrio Estates Duplexes Zone Change File No. ZC-24-2

Applicant: Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816

Owner(s): Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816

Project Description: Rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

Project Location: The property is generally located north of W. Okanogan Ave. and west of N. McGuire Rd. near the intersection of N. McGuire Rd. and W. Okanogan Ave.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the three lots is the Wildflower Meadows approved as a duplex and twin home residential subdivision. To the west and south the land uses are single-family residential within Gabrio Estates Subdivision. The N. McGuire right-of-way directly east of the lots 9 and 10.

Area Context Vicinity Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

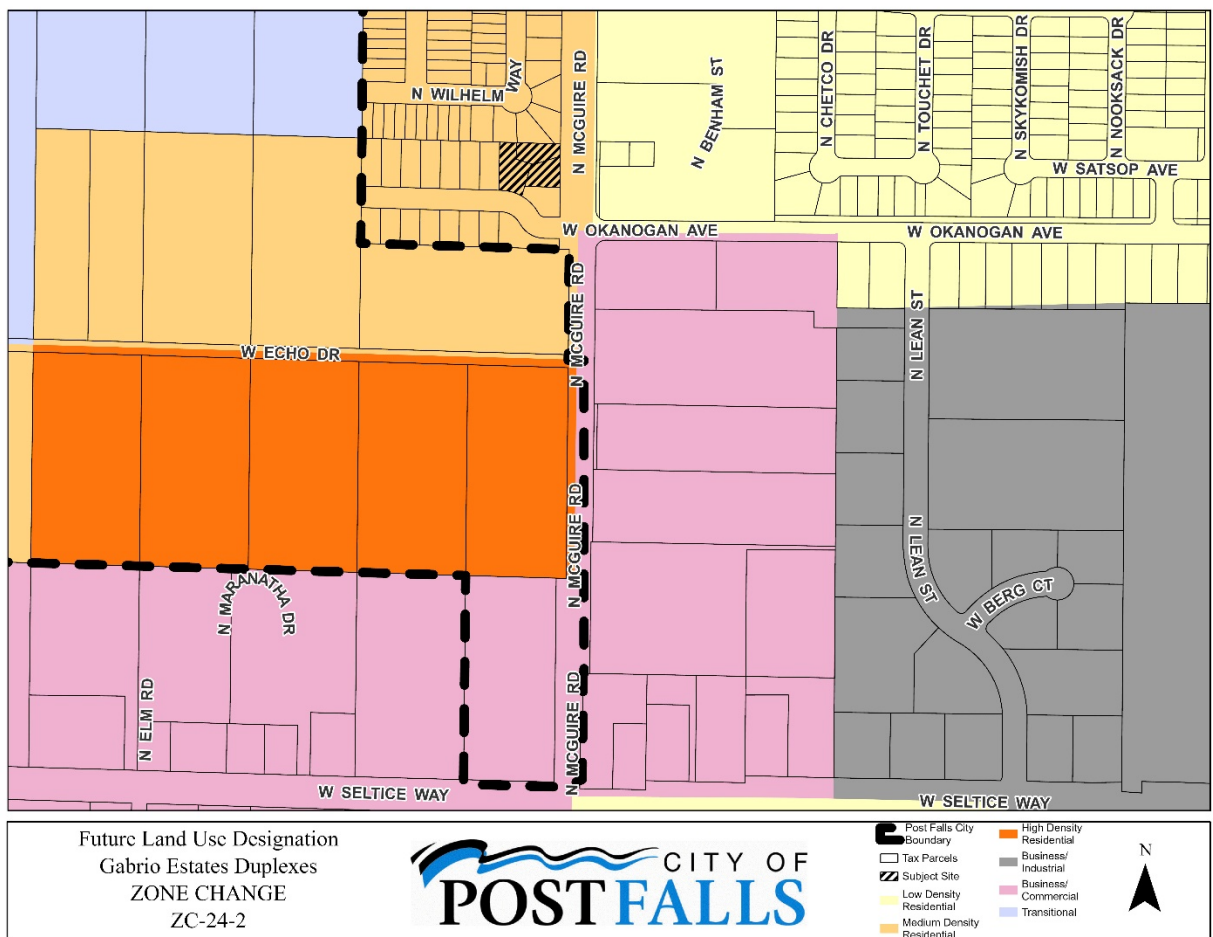
The following section provides the staff analysis pertaining to the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework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

ZONE CHANGE REVIEW CRITERIA

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**

The future land use designation has the subject property as Medium Density Residential. This category encompasses all types of residential uses between five and 16 dwelling units per acre and also supports land uses such as nursing care facilities, parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they feature higher traffic volumes, and/or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

Implementing Zoning Districts: R2, R3, RM, SC4, Per Focus Area

Future Land Use Map:

The proposed zone change is located within the West Prairie Focus Area. This Focus Area states the following in the Comprehensive Plan:

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

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

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;
- Seek opportunities to develop off corridor commercial;

- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

Staff Comment: These properties are currently part of the Gabrio Estates Subdivision and does align with the aforementioned focus area and future land use designation descriptions and plan for this area. The upzoning could provide further housing options for the “missing middle” housing products.

- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;** Goals and Policies (listed by policy number) that may be relevant to this zone change request are shown below, followed by staff comments.

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

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

Staff Comment: In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits.

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.

Staff Comment: Residential development may be beneficial to assist with providing community prosperity and fiscal health as a medium density residential zoning may help provide for further housing that is needed within the City and region.

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

Staff Comment: Residential impact fees are paid at the time of building permit issuance. The proposed medium density should provide a slight increase in park impact fees paid to assist with offsetting costs for future parks.

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 to public safety, streets, parks, multi-modal systems, and fire/EMS services.

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

Staff Comment: The rezone may provide the opportunity for additional new housing to help diversify the housing stock in the City, which in turn may help further the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed R2 zone change could potentially enhance the number

of resident's realizing the Post Falls quality of life. The overall residential use is not changing to commercial or industrial and will remain around surrounding compatible uses.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards.

- 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 plans. Sanitary Sewer is available along the properties frontage and have capacity for the proposed zoning. Water is currently provided to the sites by East Greenacres Irrigation District. Access would be controlled based on the City's Access Management Standards.

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

- Future land use mapping;

Staff Comment: As stated previously in this report this area is designated as future Medium Density Residential and this category provides for a variety of housing types that are allowed.

- Compatibility with surrounding land uses;

Staff Comment: The surrounding land uses being single family and other medium density housing from this site would be considered compatible. To note, referring to the following image, the adjacent parcels are undeveloped; with exception to the residence on the northwest corner of W. Okanogan Ave and N. McGuire Rd.



- Infrastructure and service plans;

Staff Comment: 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 provide service, and the City is willing to serve to the property at the requested density. Additional services would need to be extended to the properties from the main in Gabrio Ct. with site development. Existing capacity is not a guarantee of future service.

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

Water would be serviced by the East Greenacres Irrigation District. A water main is currently located in Okanogan Ave. and services area stubbed to the parcels. Additional services may need to be extended, dependent upon building type, to conform with the requirements of East Greenacres Irrigation District and the plumbing code.

- Existing and future traffic patterns;

Staff Comment: The properties are located on Gabrio Ct. a private stub roadway that utilizes adjoining Okanogan Ave. (Residential roadway) to access McGuire Rd. (Minor Arterial). Access would be reviewed at the time of site development and would be required to comply with City Access Standards. Confirmation of Gabrio Ct. being marked as no parking and complying with any other fire code / access requirements would additionally be reviewed with each building permit request.

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

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

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

Staff Comment: The Seltice corridor and commercial amenities are about 1/3 of a mile from the subject site and could be seen as providing services and needs within walking distance.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

Staff Comment: At this point in time, there have been no identified "Demonstrable Adverse Impacts upon the delivery of services by any political subdivision providing public services within the city".

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
PF School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- Exhibit PA-1: Post Falls School District – Remains neutral
- Exhibit PA-2: Kootenai County Fire & Rescue – Comment during the permitting process
- Exhibit PA-3: Idaho Department of Transportation – No comment
- Exhibit PA-4: Yellowstone Pipeline Company – No comment
- Exhibit PA-5: Post Falls Police Department – Remain neutral
- Exhibit PA-6: Post Falls Highway District – No Comment

PUBLIC PROCESS: On October 8, 2024, the Post Falls Planning and Zoning Commission forwarded the recommendation to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. Notice of the proposed zone change was sent to appropriate jurisdictions on January 16, 2025 and mailed to property owners within 300 feet of the proposed project on January 14, 2025. Notice has been published in the Coeur d'Alene Press on January 16, 2025. The property will be posted by January 24, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

- Exhibit A-1 Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map
- Exhibit A-4 Owner Authorization

Staff Exhibits:

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

Planning and Zoning Commission Testimony:

Exhibit PA-1 PFSD Comments
Exhibit PA-2 KCFR Comments
Exhibit PA-3 IDT Comments
Exhibit PA-4 YPL Comments
Exhibit PA-5 PFPD Comments
Exhibit PA-6 PFHD Comments

City Council Testimony:

Awaiting Comments

Zone Change (Map Amendment)

ZC-24-2

Submitted On: May 31, 2024

Applicant

 Nathaniel Grossglauser
 208-640-1615 ext. 00000
 nate@americancrewbuilders.com

Primary Location

Point Location: 47.7213, -116.9809

Applicant Information

Applicant Type

Owner

Applicant Name

American Crew Builders, LLC

Phone

208-640-1615

Email

nate@americancrewbuilders.com

Address

po box 3908

City, State & Zip Code

coeur d alene, ID 83816

Amendment Information

New Field

--

Description of Project/Reason for Request

When we applied for this subdivision originally we requested R2 or R3 zoning but were shut down. However, within months they approved the subdivision directly behind us was approved for R2. This has been detrimental to our subdivision. We would like to request these three lots be rezoned to R2 as this fits the area.

Tax Parcel Number

P-L494-001-010-0, P-L494-001-009-0, P-L494-001-008-0

Existing Zoning

r1

Adjacent Zoning

R2

Current Land Use

residential

Adjacent Land Use

R2

Proposed Zone

R-2

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.

true

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 contract buyer.

true

When the Gabrio Estates subdivision originally went through the subdivision process it was requested to be zoned R2. However, we were denied R2 and approved for R1 based on the commissioners votes. Within months after our subdivision being denied for R2 zoning, both subdivisions adjacent to the north (Wildflower Meadows and adjacent) were approved for R2 zoning. The three lots at the end of Gabrio Ct (small private Ct) are all adjacent to the multi-family zoning. This would allow for a small area next to multi-family that would better conform the area use. Affordable multi-family housing is needed. R2 zoning of these three lots would be in-line with the City of Post Falls Annexation Goals and policies. These three lots are already connected to city services and the additional impact would be very little.

Exhibit A-3





SENTRY
DYNAMICS

HEXAGON



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.

AUTHORIZATION

Exhibit A-4

I, NATHANIEL GROSSGLAUSER, PRESIDENT OF AMERICAN CREW BUILDERS, LLC
AUTHORIZE THIS APPLICATION TO REZONE RESIDENTIAL LOTS IN GABRIO ESTATES
FROM R1 TO R2

Nate Grossglauer *5/31/2024*

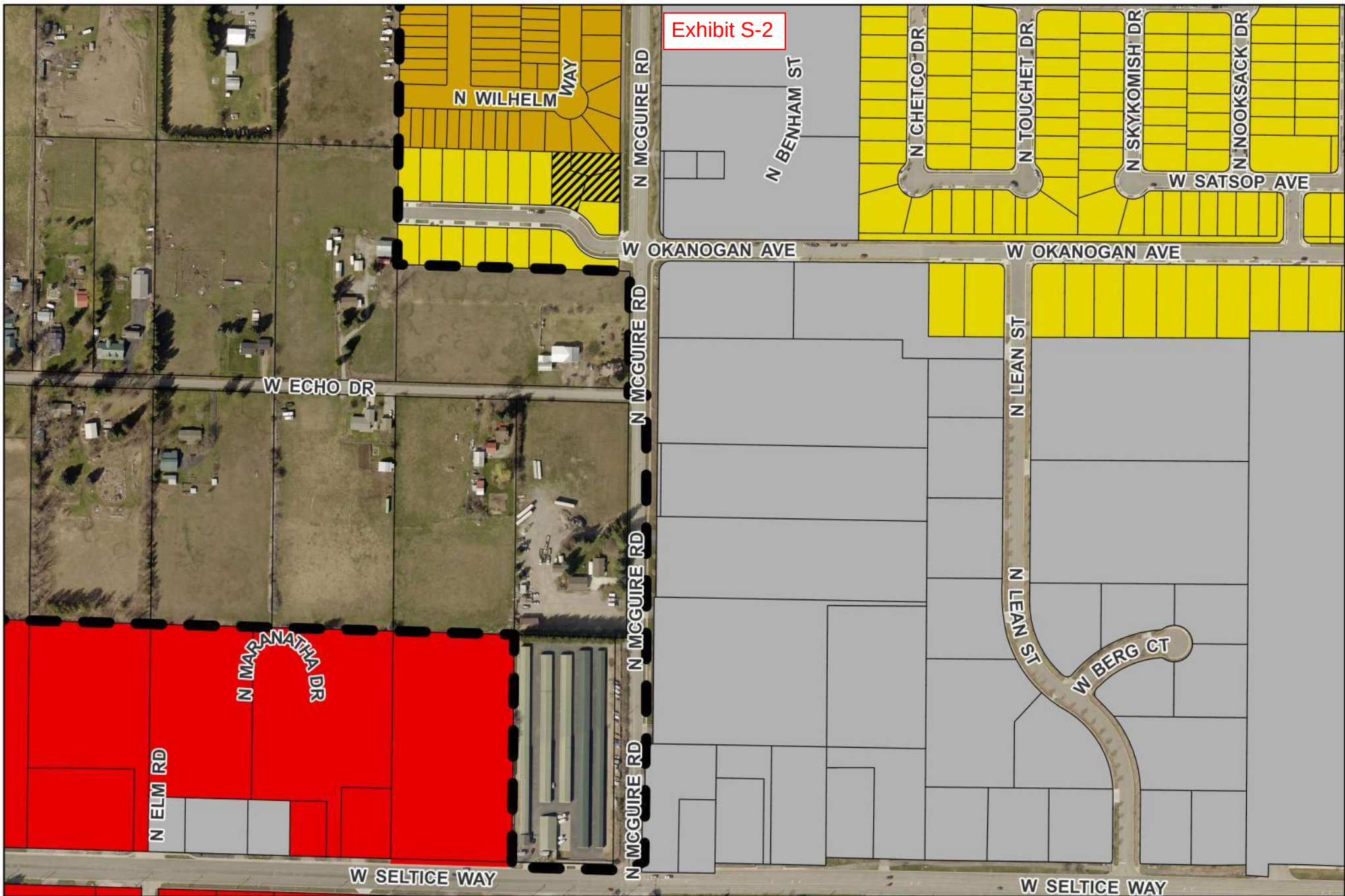


Project Location
Gabrio Estates Duplexes
ZONE CHANGE
ZC-24-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





Zoning Map
Gabrio Estates Duplexes
ZONE CHANGE
ZC-24-2



Post Falls City
Boundary

Tax Parcels

Subject Site

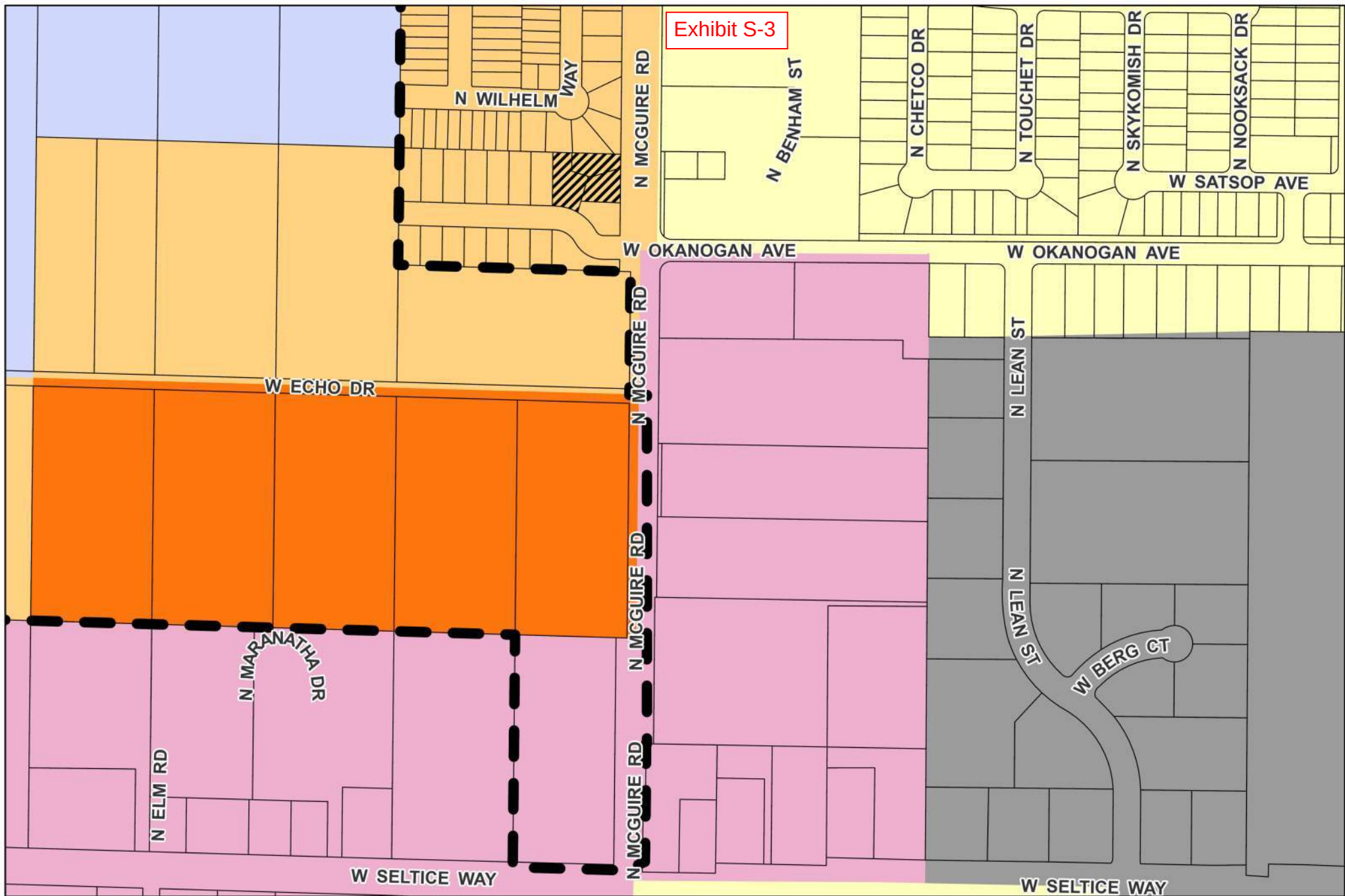
CCS

I

R-1

R-2





Future Land Use Designation
Gabrio Estates Duplexes
ZONE CHANGE
ZC-24-2



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Business/Industrial
- Business/Commercial
- Transitional





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**October 8, 2024
5:30 PM**

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Carey, Walton, Kimball, Steffensen, Schlotthauer, Wilhelm

Excused: Hampe

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

None

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.

Jon Manley, Planning Manager: Item "C" Landmark Place File No. AYBD-24-3 will be moved to Planning & Zoning Meeting 11/12/2024 due to comments that came in on the file. We want to make sure we have a complete submittal.

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.

Wilhelm: Recused himself from Gario Estates File No. ZC-24-2

Kimball: Recused himself from Consent Calendar.

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:

~~plan.~~

~~Kimball: Greensferry will be constructed to arterial standards and Bogie will be constructed to collector standards, which are important elements of the Comprehensive Plan with regard to transportation. It provides connectivity to the adjoining property for future transportation connectivity and proper planning.~~

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

~~Steffensen: No known hazards have been identified, no public testimony has said otherwise.~~

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

~~Steffensen: The whole area there is all R1 residential as it continues to build. The lot next to it is in the county.~~

~~Kimball: The lots conform to the R1 minimum lot sizes with regard to both width and area.~~

~~6. Developers 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, site mitigation will be dealt with through the obligation to pay development impact fees.~~

~~Kimball: Staff mentioned impact fees and the construction of their frontage improvements.~~

~~Motion by Kimball to Approve Bogie Subdivision File No. SUBD 24-1 finding that it meets the approval criteria in the Post Falls Municipal Code 17.12.06h as outlined in our deliberation subject to conditions 1 through 10 found in staff report and adding condition 11 stating that all structures shall be demolished prior to filing the final plat and direct staff to prepare a written Reason Decision to that effect.~~

~~2nd by Carey~~

~~Vote: Wilhelm yes, Schlotthauer yes, Steffensen yes, Kimball yes, Walton yes, Carey yes,~~

~~Moved~~

b. Gabrio Estates Duplexes File No. ZC-24-2

Wilhelm stepped down for this hearing.

Staff Report

Ethan Porter, Associate Planner, Presenter:

The applicant/owner, Nate Grossglauser, has requested approval to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. The total acreage of the three lots is 0.59 acres. They are currently vacant lots. The water provider is East Greenacres Irrigation District and wastewater is provided by the City of Post Falls. The property is generally located north of W. Okanogan Avenue and west of N. McGuire Road near the intersection of N. McGuire Road and W. Okanogan Avenue. **Surrounding Land Uses:** Located to the north of the three lots is the Wildflower Meadows, approved as a duplex and twin home residential subdivision. To the west and south the land uses are single-family residential homes within Gabrio Estates Subdivision. The N. McGuire right-of-way is directly east of lots 9 and 10. The future land use designation has the subject property as Medium Density Residential. The proposed zone change is located within the West Prairie Focus Area, goal 7 and policy .02 were highlighted. There were no agency comments received, we received a public comment that Chair Steffensen would read.

Applicant:

Nate Grossglauser: When we originally applied for the subdivision we asked for R2 which made perfect sense for the area, but we were denied. Within months, you approved multiple subdivisions adjacent to us with varying zoning, creating an island of our subdivision. The lots the duplexes are going to be on is a private street. They just have three lots. They're unique in shape, so anything I have to do there as far as duplexes, would have to be custom designed. I currently own all the existing lots and the homes that are touching these lots, and the remaining vacant lots in the subdivision. There is a new subdivision proposed to the west of us, and it seems that will possibly be R2 as well. There are many examples of duplexes among single-family homes throughout the city of Post Falls. It makes sense here. It's a private street, and it's contiguous to R2.

Kimball: Is Okanagan private?

Grossglauser: Okanagan is a public road, it's a private road that these lot will be accessed from.

Kimball: Like a private driveway coming off of Okanagan?

Schlotthauer: That's Gabrio Court?

Grossglauser: Yes.

Schlotthauer: These lots look a little bigger than the other lots in the subdivision?

Grossglauser: Correct, they are all larger. They would be accessed by a private street that is existing, there would be no infrastructure changes as far as additional water and sewer hookups.

Carey: How many duplexes will there be?

Grossglauser: Three.

Carey: One for each lot?

Grossglauser: Yes, three custom duplexes.

Carey: And will they all access off the private street?

Grossglauser: Correct.

Schlotthauer: The house to the south of the three lots that's existing?

Grossglauser: Yes, I own that house.

Steffensen: It looks like it's partly on lot three.

Grossglauser: No it's not, it's close. There's a five-foot set back there.

Steffensen: I'm curious about the approval and denial of this. What was the history of this?

Manley: The criteria are what the criteria are for this, but for historical context, there's no nexus to the review criteria. They did come forward initially with an R2 proposal and walked away with an R1. Initially, the project to the north was approved as an R1 as well, but then shortly came after a rezone to R2, and it was approved for that rezone. If I remember the order of events correctly.

Grossglauser: Both subdivisions were approved for R2 within months after I was turned down.

Testimony:

In Favor: none

Neutral: none

In Opposition:

Wayne Plante, Post Falls, ID: Mr. Plante spoke about his concerns that multifamily was a buffer, now they're in residential areas. He's concerned about the traffic it will create, the fire department access to the dead end street where they put two houses ten feet apart, and the debris left behind by the contractor. Mr. Plante expressed he felt that the developers are destroying the 5-acre ranchettes they moved there for.

Stephanie Johnson, Post Falls, ID: Ms. Johnson spoke about the HOA by-laws created by the developer that state that the subdivision must have single family homes. That is why she purchased her home on that street. She stated that the maintenance on the vacant lots is

atrocious and there was no response from the developer. Ms. Johnson feels the implications for future developments in subdivisions the city council approved are changed, set a precedent moving forward that she doesn't think we want for Post Falls families. Ms Johnson stated that the developer does own land there but currently rents it out and does not live there. She stated his home is not on a private street, you have to come down her street to get to those three lots.

Debbie Vocca, Post Falls, ID: Ms. Vocca does not agree with mixing the R1 and R2 so close together. She stated that the area needs more affordable single family homes and this area is still rural, which she would like it to stay that way for some time, so people will stay there.

Rebuttal:

Grossglausesr: What I'm doing here fits the lay of the land with the neighborhoods to the north. This is important to me. It's named after my son, Gabriel. We're making a nice product that fits the city well. We can amend the HOA bylaws for just those three lots. I had to submit the CCR and HOA that were relevant to the subdivision at the time.

Schlotthauer; The HOA is not relevant to us.

Grossglausesr: Also, there's a new subdivision around Prairie Falls Golf Course that has a little pocket of R2 duplexes and single family homes around it. That's a recent example.

Public Hearing Closed: 6:26 PM

Delibertaion:

Kimball: I have a question for the staff. The HOA is not part of our criteria that we would be using, rather it would be a civil issue between those property owners and the developer. Is that correct?

Chris Gabbert, Deputy City Attorney: That is correct. The city doesn't approve the HOA. The CCR is a private contract between the landowners. There was some testimony that the city had approved bylaws. That would be inconsistent with the city's practice. The city makes a recommendation or condition that they create a HOA and CCR to govern their subdivision, but the city has no role other than that. To your question if the city can consider a possible violation of the CCR's, that is not in the record before you. It's not one of the review criteria for our zoning recommendation. It's outside the scope of what we need to consider for our three criteria. We make a recommendation about whether to approve the zoning change request or not. City Council will make the final decision.

Review and Approval Criteria:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Kimball: The Future Land Use Map calls this medium density residential. R2 zoning is an implementing zone within that medium density residential designation. It is consistent with the Future Land Use Map.

2. Is the purposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Kimball: The staff report speaks to it.

Schlotthauer: They give one goal and one policy.

Steffensen: Policy 2 talks about Future Land Use Mapping that goes with the focus group.

Schlotthauer: Policy 2 outlines compatibility with surrounding land uses. There are a variety of land uses around it. It's compatible with the north and probably the east, but incompatible with the south and the west.

Kimball: It would take an exception to residential uses being incompatible next to each other. My

general opinion is that people living next to each other are people living next to each other, regardless of the number of walls that they share or don't share. I do think it would be in conformance with Policy 2 because they are residential uses. Regarding it being medium density residential in The Future Land Use Map, it speaks to the up to 16 units per acre and how those little pockets of higher density are appropriate. That's one of the few places in our city where we have a land use designation of medium density residential as part of that comprehensive plan designation. Because of that, it fits with the Land Use Map Policy 2. There's sewer and water, there's no testimony of demonstrable impact, it doesn't put us close to any capacity issues. Okanagon is a residential street and has capacity for traffic for three extra homes above and beyond what would be allowed for today and Policy 3 regarding encouraging development patterns that provide housing within walkable distance of services.

Schlotthauer: If this was a hearing on a subdivision that hadn't been sold out and there hadn't been deals made based on zoning, I would completely agree that it's compatible land use and be in favor of it. But the deal was made, so I think that after the developer sold lots based on that deal I feel it's incompatible.

Walton: It seems compatible with the surrounding area lots, but not necessarily compatible with the people that are right there. It's conflicted.

Carey: The duplexes are in one corner, they are not put in the middle of the development. So, to me, that's a little different.

Schlotthauer: It's a bit of a stretch on our criteria, but I don't think the city council will see it that way.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Steffensen: Nothing has come to light through public testimony or in the staff report.

Kimball: This has probably met the minimum of the criteria, and I fully recognize and understand that changes like this, especially for those who bought homes in this subdivision, are not welcome. I would encourage you to voice your concerns to the City Council as well. That's a right that you have.

Walton: We are restricted to our criteria.

Schlotthauer: I think that it is strictly judged against our criteria, the City Council will have a lot more latitude to decide on this.

Motion by Kimball to recommend approval of the Gabrio Estates Duplexes zone change file no. ZC-24-2 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to city council.

2ND: Carey

Vote: Carey - yes, Walton - yes, Kimball - yes, Steffensen - no, Schlotthauer - no

Moved

~~e. Landmark Place Subdivision File No. SUBD-24-3~~

~~Moved to Planning & Zoning meeting 11/12/2024.~~

~~**5. ADMINISTRATIVE / STAFF REPORTS**~~

~~None~~

~~**6. COMMISSION COMMENT**~~

~~None~~

7. ADJOURNMENT

6:39 PM

Date: 10/24/24

Chair: James Steffensen

Attest: Nancy Thurnwacht

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 Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Gabrio Estates Duplexes
File No. ZC-24-2**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Nate Grossglauser

LOCATION: North of W. Okanogan Avenue and west of N. McGuire Road near the intersection of N. McGuire Road and W. Okanogan Avenue

REQUEST: To rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 IDT Comments
11. PA-4 YPL Comments
12. PA-5 PFPD Comments
13. PC-1 Residents Comments
14. PC-2 Vocca Comments
15. P&Z Staff Report
16. Testimony at the public hearing on October 8, 2024 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.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the requested action is for the Commission to review the request to rezone three lots with a total acreage of approximately 0.59 acres in the City of Post Falls from Single-Family Residential (R1) zoning to Medium Density Residential (R2) zoning. He explained that the lots are currently vacant, the water provider is East Greenacres Irrigation District and wastewater is provided by the City of Post Falls.

Mr. Porter testified that the developments located north of the three subject lots, Wildflower Meadows and Blue Spruce Meadows, is approved for duplexes and twin homes. To the west and south the land uses are single-family residential homes within Gabrio Estates Subdivision.

Mr. Porter testified that the McGuire right-of-way is located directly east of the lots 9 and 10 and the Future Land Use designation classifies the subject properties as Medium Density Residential. The proposed zone change is located within the West Prairie Focus Area, and comprehensive Goal 7 and Policy 2 were highlighted. No agency comments were received raising concerns about the proposed zone change to public services within the city.

Applicant's Presentation

Nate Grossglauser, Developer

Mr. Grossglauser testified as to the history of the development and that when he originally applied to the city for annexation and subdivision, he requested R2 zoning but was denied. Within months of approval at R1 zoning, the city approved two subdivisions adjacent to Gabrio Estates with varying zoning, creating an island out of this subdivision. He stated that there is also a new subdivision proposed to the west which is likely requesting R2 zoning as well. Mr. Grossglauser stated that there were many examples of duplexes among single-family subdivisions throughout the City of Post Falls and that it would make sense here with a private street and being contiguous to existing R2 zoning.

Mr. Grossglauser testified the proposed duplexes are situated along a private street, they're unique in shape, and the duplexes will have to be custom designed. He currently owns the existing lots requesting the rezone and the adjacent homes touching these lots as well as the remaining vacant lots in the subdivision.

Public Testimony:

The Commission opened the hearing for public testimony.

Wayne Plante, Post Falls, ID

Mr. Plante testified that he is concerned that while multifamily uses were originally buffer which is not utilized in residential areas. He is also concerned about the traffic that the duplexes would create, the fire department access to that street, and the historical debris left

behind by the contractor. Mr. Plante expressed that he felt the developers are destroying the 5-acre ranchettes there.

Stephanie Johnson, Post Falls, ID:

Ms. Johnson testified that the HOA by-laws created by the developer for this subdivision restricted the property uses to single family homes. She stated that the existing maintenance on the vacant lots is atrocious and there was no response from the developer. Ms. Johnson feels changing subdivision approvals would set a precedent that she doesn't think we want for Post Falls families. Ms. Johnson testified that while the developer does own land there he currently rents it out and does not actually live there. Finally, she pointed out that the access to these lots is through a public not private street.

Debbie Vocca, Post Falls, ID:

Ms. Vocca testified that she does not agree with mixing R1 and R2 zoning so close together. She stated that the area needs more affordable single-family homes. She also testified that this area is still rural which she would like to preserve encouraging people to stay there.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested a zoning of R2 on three vacant residential lots. The Future Land Use Map designates this area as Medium Density Residential of which R2 is an implementing zoning district. The West Prairie Focus Area provides for mixed uses or residential and commercial uses with higher densities being nearer to arterials.

The Commission finds that the proposed R2 zoning is consistent with the Future Land Use Map and aligns with the mixed uses identified in the West Prairie Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

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 medium density residential development will assist with providing community prosperity and fiscal health as additional housing within the city.

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

- Future land use mapping;
The proposed zoning is consistent with the future land use designation as Medium Density Residential.
- Compatibility with surrounding land uses;
The Commission discussed and found that the associated residential uses is compatible with the surrounding land uses.
- Infrastructure and service plans;
The Commission found that 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.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission finds that no evidence was presented to show a demonstrable adverse impact on the delivery of services and as such, that this criterion has been satisfied.

D. RECOMMENDATION OF THE COMMISSION:

Gabrio Estates Duplexes, File No. ZC-24-2: 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. 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 **Medium Density Residential (R2)**.

11/12/24
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.



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

September 8, 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 will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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

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

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

The enrollment status and capacity of each school for the 2023-2024 school year are 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	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

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

Post Falls High School	1645	1800
New Vision High School	144	225

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

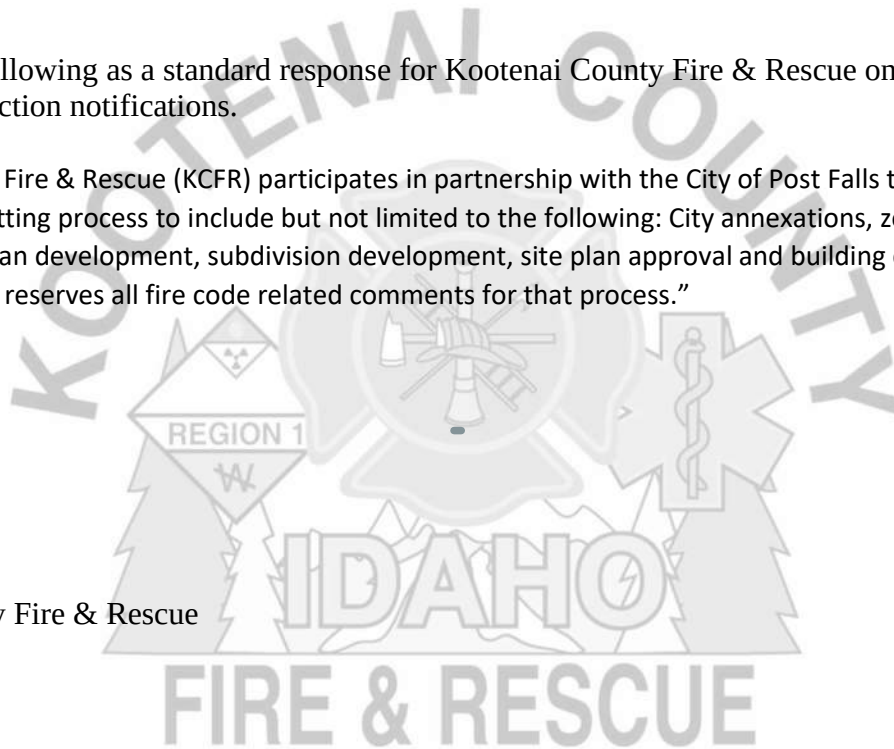
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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



From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Tuesday, September 17, 2024 9:03 AM
To: Nancy Thurwachter
Subject: RE: Corrected Notice of Jurisdictions - Gabrio Estates Duplexes File No. ZC-24-2

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 Idaho Transportation Department has No Comment on proposed rezoning case for Gabrio Estates Duplexes File No. ZC-24-2.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 17, 2024 8:16 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert

Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, September 17, 2024 10:18 AM
To: Nancy Thurwachter
Subject: FW: Corrected Notice of Jurisdictions - Gabrio Estates Duplexes File No. ZC-24-2
Attachments: Exhibit PH-2 NTJ Gabrio Estates_PZ.pdf

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

Hi Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 17, 2024 9:16 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinnac <Daniel.Mavrinnac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziplay.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington



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

September 17th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Gabrio Estates Duplexes File No. ZC-24-2

The Police Department has reviewed the above listed zone change and will remain Neutral on this request and will comment further in any development meetings. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, September 30, 2024 4:24 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Gabrio Estates Duplexes File No. ZC-24-2

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The Post Falls Highway District has no comment.

Kind regards,
Jonie

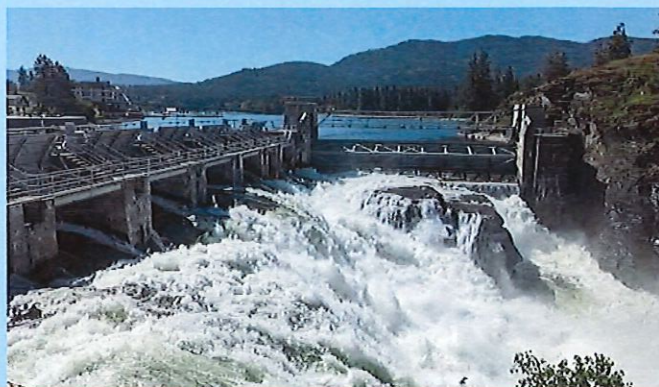
Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Monday, September 16, 2024 5:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aec.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Gabrio Estates Duplexes

(File No. ZC-24-2)



Jon Manley – Planning Manager
February 4th, 2025

1

APPLICANT: Nate Grossglauser

OWNERS: Nate Grossglauser

REQUESTED ACTIONS:

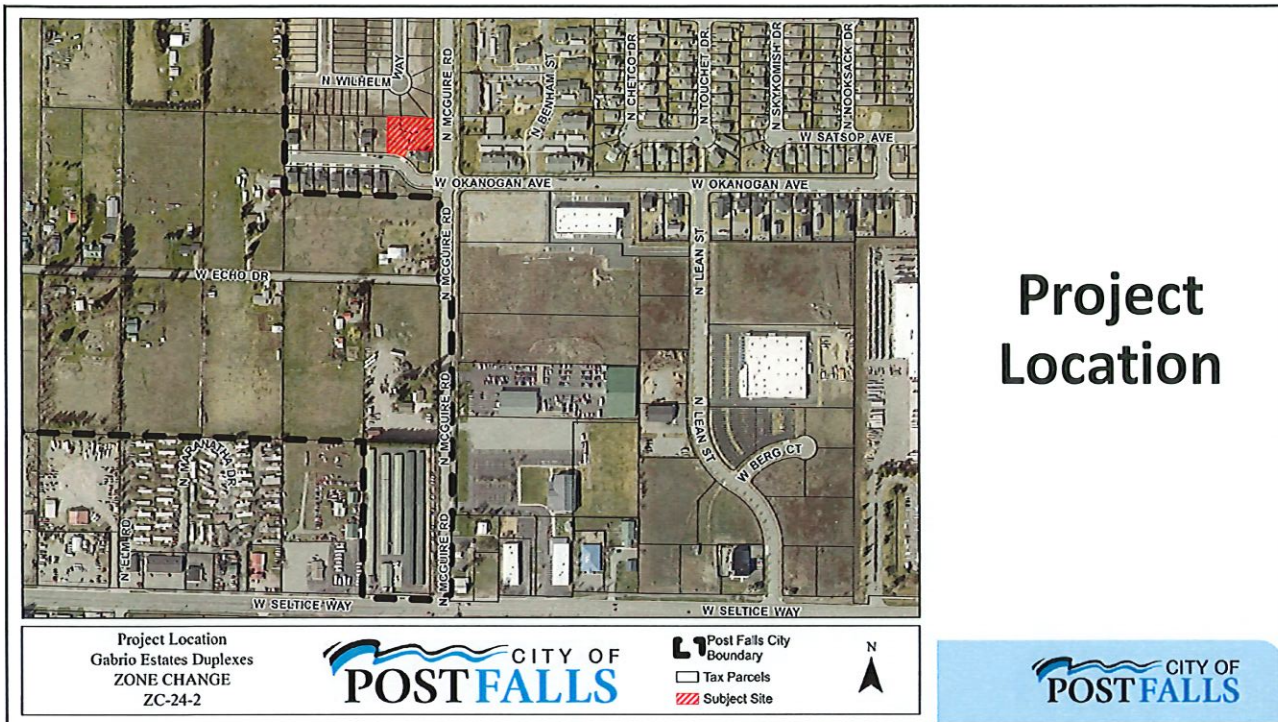
Zone Change Request: The applicant is seeking approval to rezone lots 8, 9 and 10 of Gabrio Estates Block 1 from Single-Family Residential (R1) to Medium Density Residential (R2)

Total acreage is approximately 0.59-acres

Gabrio Estates Duplexes



2



3

Current Land Use: Three vacant lots within the Gabrio Estates

Physical Characteristics/Natural Features: Rathdrum Prairie Aquifer

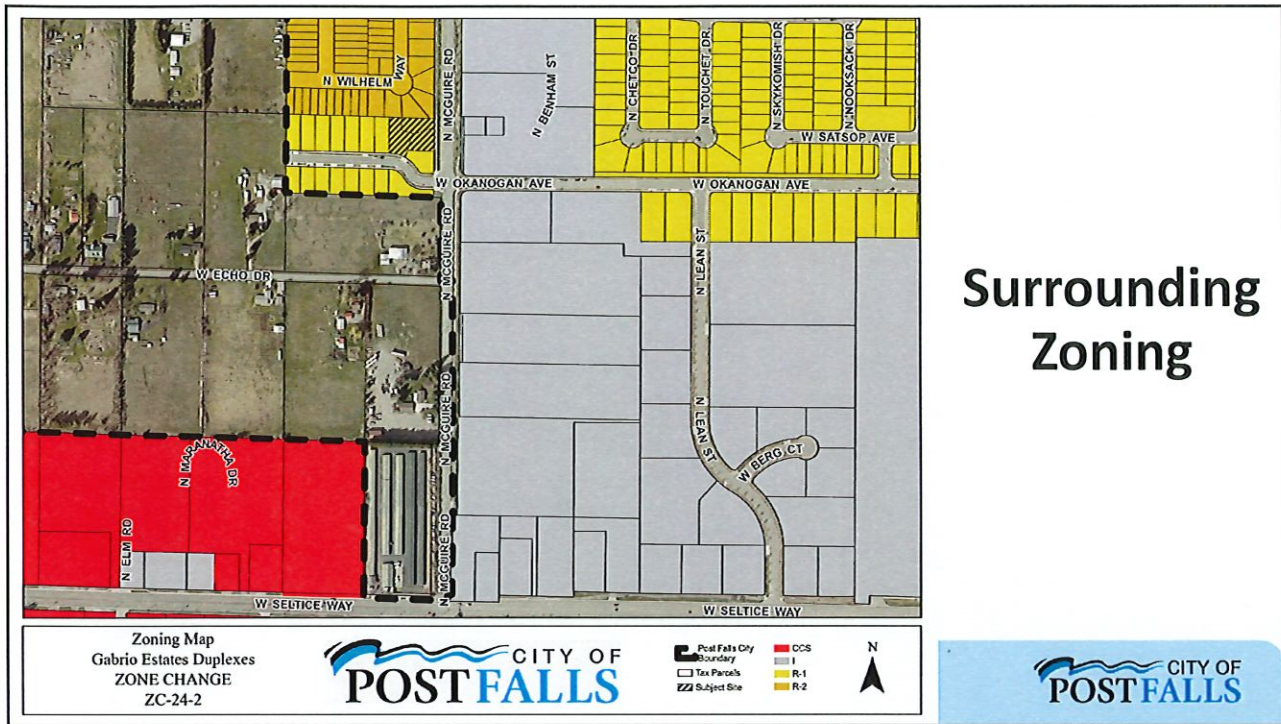
Water Provider: East Greenacres Irrigation District

Wastewater: City of Post Falls

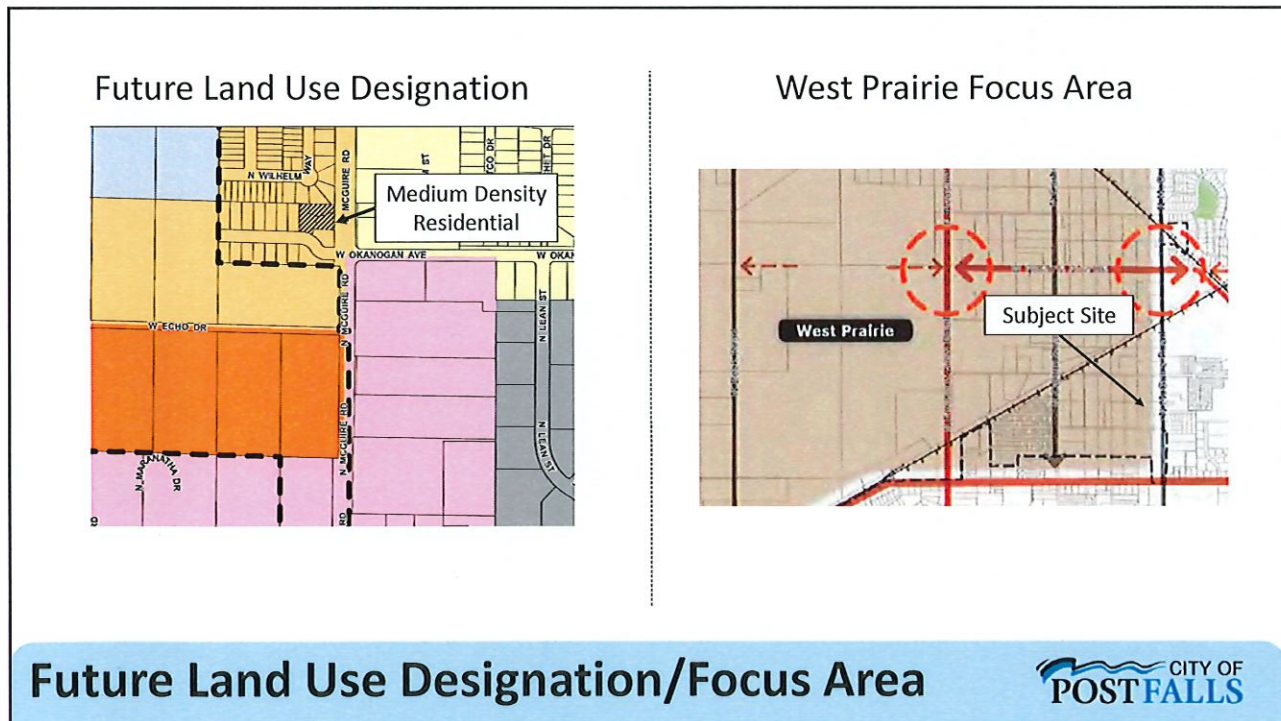
Gabrio Estates Duplexes Information

CITY OF POST FALLS

4



5



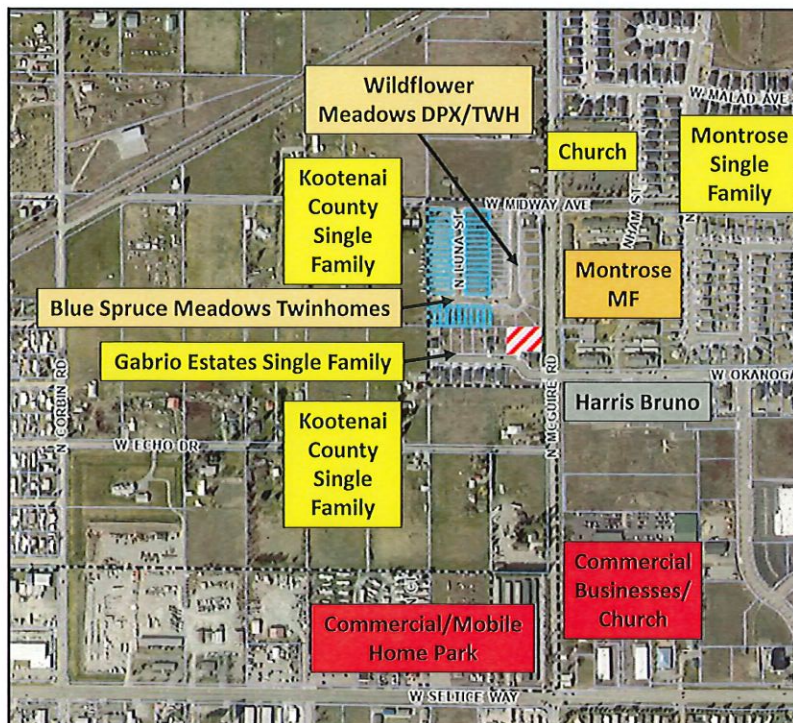
6

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <u>Medium Density Residential</u> Implementing Zoning Districts: <u>R2, R3, CCS, RM, SC4, Per Focus Area</u>	<u>West Prairie</u> Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials	[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.	[P.02] Apply or revise zoning designations with careful consideration of factors including: - Future land use mapping; - Compatibility with surrounding land uses; - Infrastructure and service plans; - Existing and future traffic patterns; - Goals and policies of the comprehensive plan, related master plan and/or facility plans



7



Surrounding Context



8

Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Zone Change Review Criteria 3



9

- | | |
|-----------------------------------|---------------------------------------|
| • Bonneville Power Administration | • Idaho Dept. of Lands |
| • Kootenai County Fire | • Panhandle Health |
| • PF Highway District | • NW Pipeline Corp. |
| • PF School District | • PF Post Office |
| • Avista (WWP-3) | • East Greenacres Irrigation District |
| • Dept. of Environmental Quality | • Spectrum |
| • Phillips 66 (Pipeline company) | • PF Police Department |
| • Yellowstone (Pipeline company) | • Utilities (W/WW) |
| • TransCanada GTN | • Urban Renewal Agency |
| • PF Parks & Rec | • Kootenai County Planning |
| • Kootenai Electric | • City Link |
| • Ross Point Water | • Idaho Transportation Dept. |
| • TDS | • KMPO |

Agencies Notified



10

[PA-1] Post Falls School District (PFSD) – Remains neutral

[PA-2] Kootenai County Fire & Rescue (KCFR) – Comment during permitting

[PA-3] Idaho Department of Transportation (IDT) – No comments

[PA-4] Yellowstone Pipeline Company (YPL) – No comments

[PA-5] Post Falls Police Department (PFPD) – Remains neutral

[PA-6] Post Falls Highway District (PFHD) – No comments

Agency Comments



11

Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Zone Change Review Criteria 3



12

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**

Zone Change Review Criteria



From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Friday, January 17, 2025 9:24:22 AM
Attachments: [image003.png](#)

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 has no comments.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, January 16, 2025 9:13 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water

<rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton
<smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns
<tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter
<eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen
<James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter
<jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley
<jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell
<krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center
<mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney
<ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball
<rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale
<rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard
<showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman
<sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>;
Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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.

From: [Ron Wilson](#)
To: [Nancy Thurwachter](#)
Cc: [Nate](#); [Jason Hardin](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Tuesday, January 21, 2025 7:25:10 AM
Attachments: [image001.png](#)

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Good Morning,

The water service(s) associated with this Notice were designed for a single family residence, therefore it will need to come back before the Board for conceptual approval and submit drawings for review to service the multifamily project.

Thanks, Ron

Ron Wilson
District Manager
East Greenacres Irrigation District
(208) 773-7579 Office
(208) 773-3476 Fax
Ron@eastgreenacres.org

-
CONFIDENTIALITY NOTICE: This e-mail and attachments accompanying it contain information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity stated in this e-mail. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or the taking of any action in reliance on the contents of this e-mail or attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify us by e-mail or telephone (collect, if necessary) to arrange for disposition of the original.
-

From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Thursday, January 16, 2025 9:13 AM

To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton

<Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cggabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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From: [Robert Beachler](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Tuesday, January 21, 2025 10:56:44 AM
Attachments: [image001.png](#)

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.

No Comment from the Idaho Transportation Department.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 16, 2025 9:13 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike

Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

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Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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RESIDENTS OF GABRIO ESTATES

801-678-0040

steph.ilene.johnson@gmail.com

Okanogan Avenue, Post Falls ID 83852

Post Falls Planning Division

October 1, 2024

408 N Spokane St.

Post Falls, ID 83854

Dear Zoning Department members,

We are writing on behalf of the residents of Gabrio Estates to formally express our strong opposition to the proposed rezoning of the three remaining lots in our subdivision from single-dwelling homes to multiple-dwelling lots. Current residents have approved this letter in solidarity against this change.

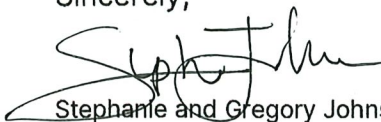
When Gabrio Estates was originally developed, it was zoned specifically for single-dwelling homes, which has created a cohesive and desirable community. The proposal to allow multiple-dwelling units undermines our neighborhood's very foundation and threatens to significantly lower our property values.

While the developer may claim that this change will promote "affordable housing," we believe it will primarily serve to increase his profits at the expense of current residents. Our community has already seen a decline in the maintenance of the land, and we are concerned that further development will exacerbate these issues.

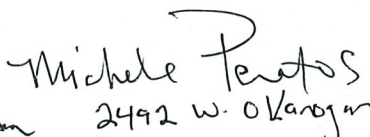
We plan to attend the public hearing on October 8th to discuss this issue further and wanted to send this letter in advance to express our strong feelings. We urge the Planning and Zoning Division to consider the long-term implications of this rezoning. Our neighborhood thrives on the sense of community and stability provided by single-dwelling homes. Allowing this change would not only alter the character of our subdivision but also set a precedent for further developments that may not align with the interests of the current residents.

Thank you for your attention to this matter. We hope you will take our concerns seriously and uphold the original zoning regulations that have served our community well.

Sincerely,


Stephanie and Gregory Johnson

2599
Okanogan


Michele Peratos
2492 W. Okanogan


Karlynn Funk
2580
Okanogan


Brad and Leanne Carlson 2508


Jerry Greenwood 2509


Aarin and Melissa Morris 2598



09/30/2024

PUBLIC COMMENT

Gabrio Estates Duplexes Zone Change

File No. ZC-24-2

Exhibit: 4C

Applicant: American Crew Builders, LLC

Location: Near the intersection of N. McGuire Rd and W. Okanogan Ave.

Request: To rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

Hearing Date: October 8, 2024

Questions list:

Name: Debi Vocca

Address: 2893 W Echo Dr., Post Falls, ID 83854

Email: dvocca@msn.com

Please Provide Your Position on the Proposed Zone Change: Opposed

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Please explain your answer: The existing development on this small street is for single family homes. This area is better suited for single family homes so existing home values aren't

compromised. Post Falls needs to slow down on over developing. Post Falls water treatment plant is a concern and should be remedied before approving more development of the land.

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

Is the request for commercial or high-density residential?: No

If the request for commercial or high-density residential.:

Please explain your answer:

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

Is the request for limited or neighborhood commercial or low density residential?: Yes

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?: No

Please explain your answer: The West side of Post Falls is not a center of urban activity. This area is still very rural

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

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?:

Please explain your answer:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?:

Please explain your answer:

From: [Michele Peratos](#)
To: [Nancy Thurwachter](#)
Subject: Fwd: Gabrio Estates Duplexes Opposing letter
Date: Sunday, October 6, 2024 4:05:40 PM
Attachments: [Okanogan 2.webp](#)
[Okanogan 4.webp](#)
[Okanogan 5.webp](#)
[Okanogan 3.webp](#)
[Okanogan 1.webp](#)
[Gabrio Estates.pdf](#)

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nthurwachter@postfalls.gov

----- Forwarded message -----

From: Michele Peratos <micheleperatos@gmail.com>
Date: Sun, Oct 6, 2024 at 3:54 PM
Subject: Gabrio Estates Duplexes Opposing letter
To: <phnotice@postfalls.gov>

I Michele Peratos am the owner at 2492 W. Okanogan Ave in Post Falls, Idaho. I am fully against Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816 being able to rezone my neighborhood.

This is an upscale neighborhood with newer modern single family homes. This would drastically reduce the value of each of our homes and change the entire single family home neighborhood. This neighborhood also has a very strict HOA that was created by Nate Grossglauser himself that prohibits this.

I would have never bought this upscale home at a high price if it was to be rezoned at any time. This would drastically affect each homeowner in this neighborhood in a negative way.

Nate Grossglauser does not reside in this neighborhood. He also does not maintain the empty lots that he owns. I have complained several times about the tall weeds he does not maintain. He has zero interest in keeping this neighborhood upscale and how it was meant to be. He currently has one house he rents out in here that I am aware of. His only interest is in gaining money off of more rentals for himself. He has been an issue with many of the home owners in this upscale neighborhood due to not letting us create our own HOA board, not providing us with any financial proof of spending, and not listening to any of our concerns or issues with his handling of our HOA money. Some of which looks highly suspicious. I was going to turn him in for mis-use of our HOA money; but then I got diagnosed with Cancer. This is still something I plan on doing once I am able to.

I am unable to attend the meeting coming up this week because I am currently getting cancer treatment. I have signed a document along with other neighbors opposing this request from Nate Grossglauser.

Attached are just some pictures of our homes. These houses are upscale and cost us

homeowners a lot of money. None of us would have bought here if it was not a single family neighborhood with an HOA.

I simply cannot sell my home and move; nor do I want to. I can't afford it for one and I have two children in school. We have made this our home for what will be two years in December. I would not be able to find this house someplace else for the price I bought it for which was already too high. Prices just keep increasing and this would be a financial loss for all of us.

Please really consider what damage this would do for all of us living here. These are our homes; this is our neighborhood. Only one person would benefit from rezoning this neighborhood and he does not even live here. Nate is only out to gain money and does not care what it will do to the homeowners here. This is simply motivated by greed and a total disrespect for all of us who already bought upscale single family homes here.

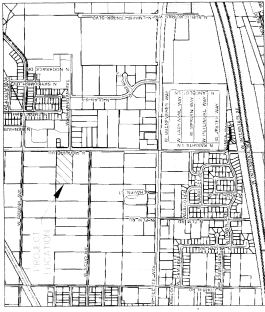
Thank you for your time,

Michele Peratos
2492 W. Okanogan Ave.
Post Falls, ID 83854
(208)290-5447

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK L PAGE 494
INST. # 27744-100



VICINITY MAP

NOT TO SCALE

LEGEND

- FOUND MONUMENT AS NOTED
- SET 3/4" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249 OR SET
- CALCULATED POINT, NOTHING FOUND OR SET
- DRILL & EPOXY MAG NAIL W/WASHER STAMPED PLS 8249
- SECTION & CORNER AS NOTED
- SECTION CORNER AS NOTED
- PROPERTY BOUNDARY
- RIGHT OF WAY
- SIDEWALK, DRAINAGE & UTILITY EASEMENT (10' OR 15' AS NOTED)

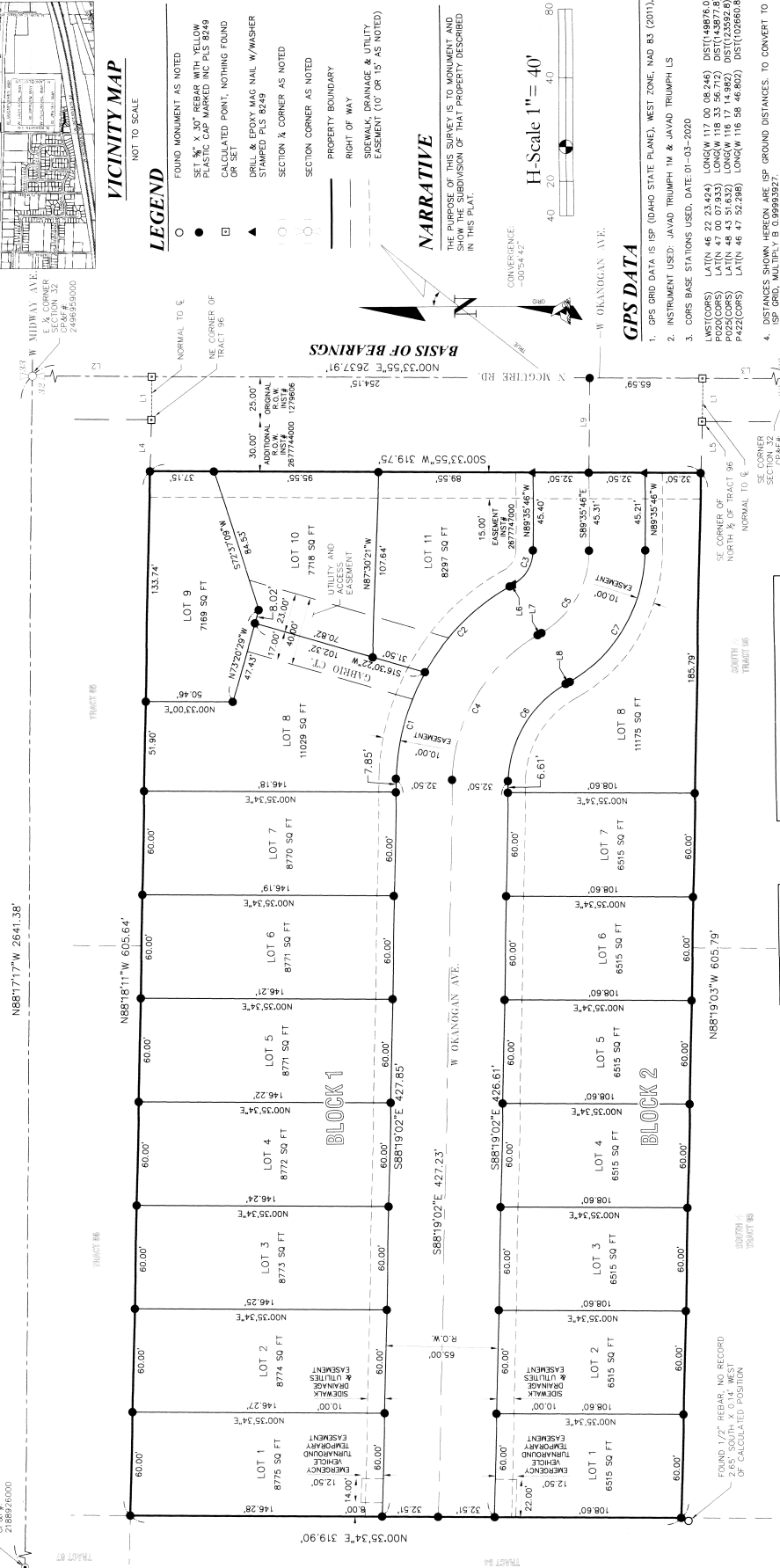
NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT AND SHOW THE SUBDIVISION OF THAT PROPERTY DESCRIBED IN THIS PLAT.

H-SCALE 1"=40'

GPS DATA

- GPS GRID DATA IS SP (IDAHO STATE PLANE), WEST ZONE, NAD 83 (2011).
- INSTRUMENT USED: JAVAD TRIUMPH 1M & JAVAD TRIUMPH LS
- CORPS BASE STATIONS USED, DATE 01-03-2020
WST(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
P023(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
P023(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
P023(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
P023(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
- DISTANCES SHOWN HEREON ARE SP GROUND DISTANCES. TO CONVERT TO SP GRID, MULTIPLY BY 0.9999557.



Curve Table				
Curve #	Length	Radius	Delta	Direction
C1	84.47	131.50	102°05'18"	N74°16'22"W
C2	71.14	131.50	102°05'18"	N44°43'46"W
C3	23.71	22.50	96°21'54"	S89°24'46"E
C4	102.09	99.00	109°05'10"	N58°46'27"W
C5	57.85	55.00	106°21'54"	S59°24'46"E
C6	68.58	68.50	109°05'10"	S58°46'27"E
C7	92.19	87.50	106°21'54"	S59°24'46"E

Line Table		
Line #	Direction	Length
L1	S89°24'46"E	25.00
L2	N00°35'34"E	658.98
L3	S00°33'55"W	1658.19
L4	N89°15'11"W	30.01
L5	N89°15'11"W	30.01
L6	S89°24'46"E	2.80
L7	S29°13'57"E	2.80
L8	S29°13'57"E	2.80
L9	S89°24'46"E	55.00

BASIS OF BEARINGS

BEARING FOR THIS SURVEY IS BASED ON THE FOUND MONUMENTS AT THE SOUTH EAST CORNER OF PLAT NO. 5, GREENACRES IRRIGATION DISTRICT, T51N, R5W, B.M., HAVING A GRID BEARING OF N00°35'34"E PER THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011).

REFERENCES

R1 PLAT NO. 5, GREENACRES IRRIGATION DISTRICT BY WILLIAM ASHLEY JR., L.S. 17, FILED IN BOOK 6 OF PLATS, AT PAGE 70, RECORDS OF KOOTENAI COUNTY (JANUARY 28, 1905).



609 N. Calgary Court, Suite 7,
Post Falls, Idaho 83854
PHONE: (208) 777-2184
FAX: (208) 777-2128
www.dbsolutions.pro
Advanced Consulting and Engineering Solutions

PLAT OF GABRIO ESTATES
POST FALLS, KOOTENAI COUNTY, IDAHO

DRAWN BY: JM
DATE: 08-19-19
SHEET NAME: 19-000 PLAT.DWG
CHECKED BY: RLG
SCALE: 1" = 40'
PROJ. #: 19-000
SHEET 1 of 2

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK L PAGE 494A
INST. # 2777816

OWNER CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT AMERICAN CREW BUILDERS LLC, A LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE REPLATED THE LAND WITHIN TO BE KNOWN AS "GABRIO ESTATES", A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF TRACTS 95 & 96 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 8 OF PLATS AT PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO

EXCEPT THEREFROM THOSE PORTIONS CONVEYED UNTO THE CITY OF POST FALLS, IN DOCUMENTS RECORDED JANUARY 17, 2019 AS INSTRUMENT NO. 2677744000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE, ALONG THE EASTERLY LINE OF SAID SECTION S 03°35' W, 658.98 FEET;

THENCE, LEAVING SAID EASTERLY LINE, N 89°26'05" W, 25.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 96;

THENCE, ALONG THE NORTHERLY LINE OF SAID TRACT 96, N 89°16'11" W, 30.01 TO THE POINT OF BEGINNING;

THENCE, SOUTH 03°35' WEST, 39.75 FEET;

THENCE, NORTH 88°19'03" WEST, 605.79 FEET WESTERLY LINE OF TRACT 95 OF SAID PLAT;

THENCE, ALONG SAID WESTERLY LINE NORTH 03°34' EAST, 319.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE, ALONG SAID NORTHERLY LINE SOUTH 88°18'11" EAST, 605.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 193.686 SQUARE FEET 4.446 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER TO BE PROVIDED BY EAST GREENACRES IRRIGATION DISTRICT.

SANITARY SEWAGE DISPOSAL TO BE PROVIDED BY THE CITY OF POST FALLS.

THE OWNER HEREBY DEDICATES ALL RIGHT-OF-WAY FOR OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES A 10' SIDEWALK, DRAINAGE & UTILITY EASEMENT ALONG EACH SIDE OF OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES ACCESS AND UTILITY EASEMENT FOR GABRIO COURT AS SHOWN HEREON TO THE ADJOINING PARCELS, (BLOCK 1, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 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1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GABRIO ESTATES
Post Falls, Idaho
Records of Kootenai County

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GABRIO ESTATES

The undersigned, American Crew Builders, LLC (hereinafter referred to as the “Declarant”), an Idaho limited liability company, is the current Owner, in fee, of the real property located in Kootenai County, Idaho, more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”). The Declarant hereby adopts the following Covenants, Conditions and Restrictions (hereinafter referred to as the “Declaration” or “CC&Rs”) for Gabrio Estates and its additions (hereinafter referred to as the “Project” located at the Property), and declares that the following shall apply to each and every subdivision of the Property or additions annexed hereunder and to any interest in the Property. This Declaration shall run with the land and shall bind the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Project for the mutual benefit of future owners and occupants. The Project consists of a residential subdivision and associated Common Area, together with any expansion thereto made pursuant to this Declaration. The Declarant has attempted to draft this Declaration consistent with the ordinances of the City of Post Falls

(hereinafter referred to as the "Governing Agency"). Where inconsistent, the most restrictive regulations in this Declaration or the ordinances and regulations of the Governing Agency shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNING AGENCY.

ARTICLE 1

DEFINITIONS

Section 1.1. **Words Defined.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Section 1.1.1. **"Annual Meeting"** shall mean the annual meeting of the Members of the Association authorized under this Declaration.

Section 1.1.2. **"Articles"** shall mean the Articles of Incorporation of the Association and any amendments thereto, which by this reference are incorporated herein.

Section 1.1.3. **"Association"** shall mean GABRIO ESTATES HOMEOWNERS ASSOCIATION, INC., the Idaho nonprofit corporation whose Members are the Owners as described in this Declaration.

Section 1.1.4. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association, as elected or appointed in accordance with the Bylaws.

Section 1.1.5. **"Bylaws"** shall mean the Bylaws of the Association, which by this reference are incorporated herein.

Section 1.1.6. **"Common Areas"** shall mean parcels of the Property and facilities which, according to the Plat or ownership, are established for shared use of the Owners, including the private road known as "Gabrio Court" and a ten (10) foot multiuse pathway, as the same are illustrated on the Plat. Common Areas are maintained by and at the expense of the Association.

Section 1.1.7. **"Declarant"** shall mean American Crew Builders, LLC and its representatives, successors and assigns.

Section 1.1.8. **"Declarant's Control Period"** shall mean that period of time wherein the Declarant maintains Class "B" Membership and thereby controls all votes of the Association as more specifically outlined in the Articles.

Section 1.1.9. **"Designated Successor"** shall be the Person(s) specifically designated through written agreement with the Declarant to assume all rights, responsibilities and obligations of the Declarant set forth in the CC&Rs.

Section 1.1.10. **"Declaration"** or **"Covenants, Conditions and Restrictions"** or **"CC&Rs"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

Section 1.1.11. **"Development Documents"** shall mean the Declaration, Articles, Bylaws and Rules and Regulations as may be lawfully amended from time to time.

Section 1.1.12. **"First Mortgage"** shall mean a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon.

Section 1.1.13. **"First Mortgagee"** shall mean the holder of a First Mortgage.

Section 1.1.14. **"Governing Agency"** shall mean the City of Post Falls, Kootenai County, Idaho.

Section 1.1.15. **"Improvement"** shall mean the buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind that are located on the Property.

Section 1.1.16. **"Limited Common Areas"** to the extent that the same may exist, shall mean those Common Areas and facilities which are designated in the Plat or may be designated in future plats or annexations to this Declaration for use of a certain Owner or Owners to the exclusion, limitation or restriction of others.

Section 1.1.17. **"Lot"** shall mean a platted and subdivided parcel of real property located in the Project, excepting any lot or tract owned by the Association.

Section 1.1.18. **"Member(s)"** shall mean Owners.

Section 1.1.19. **"Mortgage"** shall mean a recorded mortgage, deed of trust or other security instrument by which a Lot in the Project is encumbered.

Section 1.1.20. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot in the Project created by a Mortgage.

Section 1.1.21. **"Owner"** shall mean the legal Owner of a Lot in the Project. Where a real estate contract for the sale of a Lot has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

Section 1.1.22. **"Person"** shall mean an individual, corporation, partnership, association, trustee or other legal entity.

Section 1.1.23. **"Plat"** shall mean the plat of survey of the Property and of all Lots included within the Property, which has been recorded in the records of Kootenai County in Book L of Plats, Pages 494, 494A, and all amendments thereto, together with any plats of real property subsequently annexed pursuant to this Declaration.

Section 1.1.24. **"Project"** shall mean the Property and all related Improvements, together with any future annexed properties, that are part of the residential subdivision commonly referred to as Gabrio Estates.

Section 1.1.25. **"Property"** shall mean the land and the buildings and all improvements

and structures now or hereafter placed on the land described in Exhibit "A," together with any future real estate annexed hereunder in accordance with the terms of this Declaration, which are subject to the terms and conditions of the Development Documents. Exhibit "A" is attached hereto and incorporated herein by reference.

Section 1.1.26. **"Rules and Regulations"** shall mean those operating procedures and use controls which may be adopted by the Board consistent with this Declaration, which by this reference are hereby incorporated herein.

Section 1.1.27. **"Survey Map and Plans"** shall mean the survey map or Plat and the plans recorded with respect to the Property and any amendments, corrections and addenda thereto that are subsequently recorded.

Section 1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably. The above definitions shall apply to words in text whether capitalized or uncapitalized, unless the context of their use makes the definitions clearly not applicable. All other words shall be given their common and simple meaning consistent with the context of their use.

ARTICLE 2

DESCRIPTION OF LAND

The land restricted and protected by this Declaration shall be all real estate and Improvements located on the Property described in Exhibit "A" attached hereto and any land properly annexed hereunder.

ARTICLE 3
DESCRIPTION OF BUILDINGS

Section 3.1. Minimum Standards for Single-Family Residential Structure. One single-family residential structure may be set upon each Lot, designed and intended for use and occupancy as a residency by a single family and shall include the underlying Lot (a "Dwelling Unit"). Every Dwelling Unit is subject to the approval of the Board as outlined below and shall meet the following minimum standards:

3.1.1. All building materials must be approved by the Board.

3.1.2. All Dwelling Units shall be constructed with shingle or tile roofing material expected to have a useful life of at least thirty (30) years, or a roofing material of comparable quality as determined by the Board of Directors or the Committee (as defined in Section 4.2 below). Composition roofing shall be of the laminated multi-ply variety with contracting or other distinctive tab lines.

3.1.3. The finished floor space of any single-level Dwelling Unit shall be no less than 1400 square feet, and the finished floor space of any multi-level Dwelling Unit shall be no less than 1800 square feet.

3.1.4. Garages to accommodate two (2) automobiles shall be incorporated in or made a part of each Dwelling Unit. Garages for more than three (3) cars shall only be allowed if proportionate to the Dwelling Unit and Lot as determined by the Board. The Board is authorized to allow detached garages and auxiliary use buildings (including detached shops and structures designed for recreational vehicle storage), provided that these buildings match the exterior of the Dwelling Unit in both material and exterior appearance, which in the opinion of the Board would not be detrimental to the neighborhood or be inconsistent with the overall aesthetics of the Project or objectives of these covenants.

3.1.4.1. In addition to any other requirements imposed by the Board, shops must match the color of the Dwelling Unit located on the Lot.

3.1.5. No Dwelling Unit, building or other structure shall be moved onto any Lot; new construction is required. No tent, trailer, mobile home, boat or other vehicle or structure shall be used or allowed for human habitation on a temporary or permanent basis on any Lot or anywhere in the Project at any time.

3.1.6. All fencing shall be six (6) feet in height and made of white vinyl material. No fence shall be erected or placed on any Lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street.

3.1.7. All new construction shall be completed within six (6) months from the commencement thereof, and all side and front yards, including the portion of the right-of-way between the curb and the front Lot line, shall be landscaped and completed within six (6) months from the date of completion of the Dwelling Unit, or occupancy thereof, whichever is first, except in the event of delay caused by weather conditions. As part of construction of each Dwelling Unit, and within one hundred twenty (120) days of the paving of the driveway, the

Owner shall landscape, including the installation of an automatic sprinkler system, the front and side yards of the Lot upon which the Dwelling Unit is located. Said landscaping shall include the planting and cultivation of trees (of the types approved and in the amount required by the Board and the City of Post Falls) in the grassy swale in the front yard of the Lot.

All landscaping shall be maintained in an orderly and sightly manner, including the area between the Lot lines and curb. Owners shall plant and maintain grass in the grassy swale storm drain area between the sidewalk and curb of their Lot. Owners shall not allow any structures, filling, change in grade or other blockage or obstruction of said drainage area.

3.1.8. No satellite dish or broadcast transmission antenna shall be permitted on any Lot, except when located in the rear yard where it cannot cast a shadow on adjoining Lots.

3.1.9. All public and private utility lines shall be located underground.

The Board may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of the standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity.

ARTICLE 4

ARCHITECTURAL CONTROL / RULES AND REGULATIONS

Section 4.1. Board as the Architectural Control Committee. No Dwelling Unit, building, fence, addition, wall or other structure shall be commenced, erected or maintained on a Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors, who will ensure compliance with regard to the quality of materials, harmony of external design and location in relation to the surrounding structures and topography. The Board is authorized to create further Rules and Regulations to address the process of said review.

4.1.1. If any structure of any kind shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Development Documents and without the approval required herein. Upon written notice from the Board, any such structure maintained on a Lot in violation hereof, shall be removed or modified, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of violation the Owner of the Lot upon which such violation exists shall have failed to remedy the violation or taken sufficient steps (as determined by the Board) toward the removal or termination of the same, the Association shall have the right, through its agents and/or employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such Owner, as well as a lien upon the Lot in question.

Section 4.2. Architectural Control Committee or Administrator. The Board, at its option, may appoint a committee to be known as the Architectural Control Committee (the "Committee") to complete the review process outlined in Section 4.1 above. The Committee, when duly appointed, may

also be delegated by the Board with the authority to enforce the Rules and Regulations. The Committee shall consist of no more than five (5) persons selected by the Board to serve indefinite terms.

Section 4.3. Rules and Regulations. The Board shall adopt by resolution, and have the full power and authority to enforce, Rules and Regulations for the Project which shall address, but not be limited to, the regulation of the exterior appearance of buildings, signage, parking, fencing, drainage, improvements and permitted uses and activities within the Project, and clarify any provision of this Declaration, even though such Rules and Regulations may be more restrictive than the Declaration. Such Rules and Regulations shall be consistent with the spirit and intent of this Declaration. The adoption of such Rules and Regulations must be made in accordance with the Bylaws. The Board, by resolution, may amend the Rules and Regulations from time to time by a majority vote. Upon proper adoption, the Rules and Regulations shall be as enforceable and binding as any other requirements of this Declaration. The Board shall compile and maintain all Rules and Regulations, including any amendments thereto, at some location where they are easily reviewable by the Owners, along with other Association books and records. Proper adoption of the Rules and Regulations (and any amendment thereto) shall be deemed notice to all Owners of the binding and effective nature of the same.

Section 4.4. Fees. The Board, by resolution, shall set a fee for plan review pursuant to the Rules and Regulations. The Board may, by majority vote, on a case-by-case basis, waive or adjust fees for low-cost improvements.

ARTICLE 5

SERVICE OF PROCESS

The registered agent of the Association is designated to receive service of process. The Board shall designate the registered agent and office in the Articles, and the Board may specify a different agent and/or office for such purpose by filing proper documents with the Idaho Secretary of State.

ARTICLE 6

ASSOCIATION OF OWNERS

Section 6.1. Form of Association. The Association shall be a nonprofit corporation formed under the laws of the State of Idaho.

Section 6.2. Articles and Bylaws. The Articles and Bylaws of the Association shall bind all Owners and are by this reference an integral part of this Declaration. Copies of both documents shall be available by request from the Board. The Articles and Bylaws may be amended in accordance with the terms of each and the laws of the State of Idaho.

Section 6.3. Qualification for Membership Voting Right. Each Owner of a Lot (including the Declarant) shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. The voting rights of the membership are specified in the Articles and Bylaws of the Association.

Section 6.4. Pledged Votes. If an Owner is in default under a First Mortgage on a Lot for ninety (90) consecutive days or more, the First Mortgagee shall automatically be authorized to declare at any time thereafter that said Owner has pledged his or her vote on all issues to the First Mortgagee during

the continuance of the default. If the Board has been notified by a First Mortgagee of any such pledge, only the vote of the First Mortgagee will be recognized on the issues that are subject to the pledge.

Section 6.5. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association may be required to maintain and repair, each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's Lot and all improvements thereon in accordance with the standards set forth in the Development Documents in order to promote and maintain the value of Lots.

Section 6.6. Association's Obligation to Maintain and Repair Common Areas. The Association has the responsibility to maintain and repair all Common Areas.

ARTICLE 7

NOTICES

All notices to Members given under the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association shall be in writing and shall be delivered personally, by mail or electronically. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of delivery of regular mail after the notice has been deposited in the United States mail, first class, postage prepaid, addressed to the person(s) entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by giving notice in writing to the Board. Notices to the Board shall be given to the Declarant until the termination of the Declarant's Control Period and thereafter shall be given to the President or Secretary of the Association. If delivery is in person, conspicuously leaving a notice at the Owner's door shall be sufficient, so long as the Owner is known to occupy the residence. Electronic delivery is effective upon sending of the notice provided that the member has provided an electronic mailing address for official record purposes of the Association.

ARTICLE 8

BUDGET AND ASSESSMENTS

Section 8.1. Assessments. Assessments may be assessed and will become a lien against Lots in accordance with the Bylaws, as amended from time to time. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually as specified in the Bylaws. The various types of assessments are set forth in detail in the Bylaws. Any Lot owned by Declarant will not be subject to assessments during the Declarant's Control Period.

Section 8.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

Section 8.3. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include, but not be limited to, utility services for the Common Areas; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening and general upkeep of the Common Areas (except where the Owners have such responsibility under the provisions of the Development Documents); and all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners. The Board may hire as many full-

time or part-time employees as it considers necessary to effectively operate the Association.

ARTICLE 9

COVENANT FOR ASSESSMENTS / COLLECTION OF ASSESSMENTS

Section 9.1. Covenant to Pay and Personal Obligation for Assessments. Each Owner, by accepting a deed for a Lot, is deemed to covenant to pay all assessments imposed by the Board. Each such assessment, together with any fines, interest, costs and fees (including reasonable attorney fees) associated therewith, shall be the personal and individual obligation of the Owner(s) of such Lot as of the time the assessment becomes due and shall also be a lien against the Lot and Dwelling Unit against which it is assessed and shall be a continuing lien thereon until satisfied in full. In the case of two or more Owners of a Lot, each will be jointly and severally liable for such obligations. The personal obligation of the Owner(s) shall not pass to his successor in title unless expressly assumed by them, but the lien against the Lot shall be a continuing lien against the Lot (despite any transfer of ownership) until it is fully satisfied or a lawful foreclosure of the same has occurred. No Owner may exempt himself from liability for any assessment by abandonment of the Lot or by waiver of the use and/or enjoyment of the Common Area. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the assessment lien provided for in this Declaration.

Section 9.2. Late Charges and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may from time to time establish late charges, fines, costs, fees and a rate of interest to be charged on assessments that may thereafter become delinquent.

Section 9.3. Elimination of Service for Nonpayment. In case of nonpayment or delinquency in the payment of assessments or other fees imposed by the Board, the Board may upon ten (10) days' notice to the Owner, occupant or Person in charge of the Lot, eliminate any service of the Association related to that Lot. No recommencement of services shall occur until such delinquent assessments, fees and a recommencement fee, as may be established by resolution of the Board, have been paid to the Board. Elimination of service shall in no way preempt or prohibit any other enforcement rights of the Board.

Section 9.4. Failure to Assess. Any failure by the Board or the Association to adopt an annual budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 9.5. Remedies Cumulative. The dispute resolution procedure set forth in Article 16 shall be the sole procedure utilized in resolving disputes relating to assessments. However, the remedies provided for herein are cumulative, and the Board may pursue them either concurrently with such procedure or in any order the Board so desires.

ARTICLE 10

FAILURE TO INSIST ON STRICT PERFORMANCE; NO WAIVER

The failure of any interested party in any instance to insist upon strict compliance with the Development Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be deemed a waiver of said breach. No waiver of any requirement shall be effective unless expressed in writing and signed by the party waiving such requirement.

ARTICLE 11

LIMITATION OF LIABILITY

Section 11.1. General Limitation. So long as a Board member, Association committee member, Association officer and/or the Declarant (including any of its agents) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

Section 11.2. Specific Limitation Related to Personal Liability of Certain Persons. Each Owner, in addition to the other limitations contained herein and not to the exclusion of any other limitation, agrees that no member of the Board or any committee of the Association, or any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE 12

MORTGAGE PROTECTIONS

Section 12.1. Mortgage Protection: General Requirements. A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any Mortgage now or hereafter executed upon the Property or a portion thereof; provided, however, that if any portion of the Property is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all Property purchased subject to all of the provisions of this Declaration.

Section 12.2. Mortgagee's Obligations as to Assessments. Each holder of a First Mortgage (including any purchaser from such holder) on a Lot who comes into possession of a title to said Lot by virtue of foreclosure of the Mortgage, shall take the Lot free of unpaid claims, assessments and charges and shall not be liable for any unpaid claims or assessments and charges against the Lot that accrue prior to the time of such possession or acquisition of title, whichever occurs first.

Section 12.3. Mortgagee's Right to Pay Charges. A First Mortgagee may pay charges that are in default and that may or have become a charge against any Common Area (including Limited Common

Area) and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. A First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

Section 12.4. Mortgagee's Lien Superior to that of Association. Any lien which the Association may have on any Lot for the payment of assessments attributable to such Lot shall be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date that such assessment lien is duly recorded.

Section 12.5. Notices to Mortgagees. Any Mortgagee may file with the Secretary of the Board a written request that it be given copies of notices. Until such request is withdrawn or the Mortgage is satisfied, the Board shall endeavor to send to the requesting Mortgagee a copy of all documents sent to the Owner of the mortgaged property. Holders of First Mortgages who have requested notices shall be entitled to prompt notice of any default in an Owner's obligations under the Development Documents of the Project that is not cured within thirty (30) days of the date of default. The provisions of this Section shall prevail over any inconsistent or contrary provisions in the Development Documents. Specifically, the Board will strive to send the following notices, in writing, to any Mortgagee if requested in writing:

Section 12.5.1. Mortgagee's Notice of Change. Notice of any material change in the Declaration, which notice shall be given thirty (30) days prior to the effective date of such change; and

Section 12.5.2. Mortgagee's Notice of Default. Notice of any default in Owner's obligations under the Development Documents, which default is not cured within thirty (30) days of the date of default.

Section 12.6. Mortgagee's Right to Inspect Records. Notwithstanding any language contained in the Development Documents to the contrary, Mortgagees shall have the right to examine the books and records of the Association upon providing reasonable notice.

ARTICLE 13

SEVERABILITY

The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

ARTICLE 14

EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 15

ASSIGNMENT BY DECLARANT

Section 15.1. Declarant's Right to Assign. The Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by the Declarant and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

Section 15.2. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any Person, which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing their intent in writing to accept such assignment and assume such duties, he shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by the Declarant herein. In the event of such assignment, the Declarant shall be released from any liability from the date of assignment forward.

Section 15.3. Termination of Responsibility. In the event that the Declarant shall convey all of the Declarant's right, title and interest in and to the Project to any Person, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person shall be obligated to perform all such duties and obligations hereunder.

ARTICLE 16

DISPUTE RESOLUTION PROCEDURES

Section 16.1. Exclusive Dispute Resolution. The Owners, Association and the Declarant (the "Parties") agree that the only method for settling disputes between them arising from the provisions of the Development Documents shall be as is set forth below.

Section 16.2. Waiver of Right to Litigate. The Parties hereby irrevocably waive any and all rights to resolve a dispute in any manner which is contrary to the provisions of this Article, including the right of trial by jury. The Parties shall at all times conduct themselves in strict, full, complete and timely accordance with the terms of this Article 16 and all attempts to circumvent the terms of this Article 16 shall be absolutely null and void and of no force or effect whatsoever.

Section 16.3. Mediation. Mediation shall precede any arbitration proceeding initiated under this Article 16. Any Owner or the Association may call for the mediation of any dispute arising from the provisions of the Development Documents. The mediation shall occur in accordance with Rule 37.1 of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. The particular mediator shall be nominated by the Party requesting mediation within ten (10) days of delivery of a notice of dispute to the Board. If the Parties agree on a mediator, the mediation shall be held as soon as is practicable. If the Parties do not agree on a mediator within twenty (20) days of delivery of the notice of dispute to the Board, then the Administrative District Judge for the First Judicial District of the State of Idaho shall name the mediator. Every Party shall enter into the mediation in good faith to resolve any dispute. The Parties to the dispute at hand shall each deposit with the mediator, prior to the session, an equal share of the cost of mediation, except in a case of where the Association is a Party and the Board, its committee or authorized agent has determined that a violation of the Development Documents occurred, assessed a fine or denied an improvement. In those events or where an assessment was not paid by the disputing Owner, the entirety of the mediation cost shall be paid by the Owner contesting the Association's actions.

Section 16.4. Arbitration. In the event that any dispute remains unresolved following mediation, then any Party to the mediated dispute may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a dispute. Within ten (10) days of the appointment of said arbitrator, the other Party(ies) shall either agree to the single arbitrator or shall appoint a similarly qualified arbitrator within ten (10) days. If the two (2) arbitrators are so selected within such

time period, the two (2) arbitrators shall select a third arbitrator. The case shall be guided by Commercial Rules of the American Arbitration Association, unless the arbitrator(s) shall determine to vary such rules for time and cost effectiveness. In the event that any Party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided by the Administrative District Judge for the First Judicial District of the State of Idaho in order to assure a rapid arbitration of the matter. The board of arbitrators by majority rule or the single arbitrator shall settle all disagreements, and the ruling of the arbitrator(s) shall be the final and binding resolution of the matter. The decision of the arbitrator(s) shall be given the same weight as a judgment and may be confirmed as a judgment by any Party.

16.4.1. Pre-Decision Arbitration Procedures. The arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator(s); however, the speedy and cost-effective resolution of the dispute shall guide that decision. The arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchanges of summaries of testimony of proposed witnesses and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery that the arbitrator(s) determines to be reasonable under the circumstances.

16.4.2. Arbitration Hearing. The arbitration shall be conducted in Kootenai County, Idaho. The Parties may represent themselves or be represented by legal counsel. The Parties may offer such evidence as is relevant and material to the dispute. The arbitrator(s) shall be the sole judge of relevance and materiality.

16.4.3. Governing Law. In rendering a decision, the arbitrator shall determine the rights and obligations of the Parties according to the terms and provisions of the Development Documents and the laws of the State of Idaho.

16.4.4. Arbitration Decision. The arbitrator(s) shall issue the written decision as soon as reasonably possible following the conclusion of the arbitration hearing, but in any event, not later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn therefrom. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The decision of the arbitrator(s) shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with the Idaho Uniform Arbitration Act, may thereafter confirm it as a judgment.

16.4.5. Attorney Fees and Costs. In disputes where the Association is a Party and the issue involves a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, the arbitrator(s) shall award costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, to the Association if the Association is the prevailing party. If the Association is a party because of a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, and the Association does not prevail, then each party shall pay their respective

costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, as determined by the arbitrator(s) in his discretion. If the Association is not a party, then the arbitrator(s) may award costs and fees as deemed appropriate to discourage frivolous or unnecessary arbitrations.

Section 16.5. Payment of Fine, Costs or Elimination of Violation. In the event that the decision of the arbitrator(s) is in favor of the Association and an Owner must pay a fine, costs or eliminate a violation of the Development Documents, then the Owner shall comply with the order of the arbitrator(s) within ten (10) days following the issuance of the arbitration decision. If the Owner fails to voluntarily comply with the arbitration decision, then in addition to the decision, the Owner shall pay interest on any monetary award at the statutory rate set forth in Idaho Code 28-22-104(2) or any successor statute. In addition, and not in substitute for any other remedy set forth herein, a non-prevailing Owner shall pay all attorney fees and costs, when billed to the Association, related to reduction of the arbitration award to judgment, for collection of a monetary award and/or enforcement of a non-monetary award.

Section 16.6. No Effect on Other Rights. This Article shall have no effect and shall not in any manner impair the rights of the Association set forth in Article 9 or the Association's lien rights. In the event that a lien is pursued by the Association, the arbitrator(s) shall have the authority to decide matters relating thereto to the fullest extent granted by Idaho law. All other lien related matters shall be decided by the District Court for the First Judicial District of the State of Idaho.

ARTICLE 17

PROPERTY USE, MAINTENANCE AND RESTRICTIONS

Section 17.1. General Restriction. The Property will be used only for the purposes set forth in this Declaration, as permitted by the ordinances of the City of Post Falls, the laws of the State of Idaho and the United States, and as set forth in the Development Documents or any other recorded covenants affecting all or any part of the Property.

Section 17.2. Use of the Lots. Each Dwelling Unit may be used only as a single-family residence and not for any commercial purposes. Commercial uses may only be allowed if approved by the Declarant (if during the Declarant's Control Period) or the Board (if after the Declarant's Control Period), and required even if such proposed use is permitted by the City of Post Falls. Leasing of a Dwelling Unit shall not be considered a commercial purpose within the meaning of this subsection.

Section 17.3. Motorized and Recreational Vehicles. No trailers, motorized or recreational vehicles of any kind, other than passenger automobiles or pickup or utility trucks with a capacity of one tone or less, may be parked, stored or in any manner kept or placed on any portion of the Property, except in an enclosed garage (or parked behind an enclosed and fully fenced yard, provided that the Board does not find the same to constitute a nuisance or be unsightly). This restriction, however, does not prohibit commercial and construction vehicles in the ordinary course of business from making deliveries or otherwise providing services to the Property or to the Declarant or the other Owners. Only currently licensed vehicles shall be on the Property.

No snowmobiles or off-road vehicles will be allowed to operate anywhere in the Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a Lot and shall

be operated in a quiet manner and in compliance with all applicable laws and ordinances. All other starting/operating of motorcycles on the Property is strictly prohibited.

Section 17.4. Parking. No overnight on-street parking shall be allowed in the Project.

Section 17.5. Automobile Repair, Abandoned, Inoperable or Oversized Vehicles. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of the Project, except in the case of emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property. An 'abandoned or inoperable vehicle' is defined as any vehicle that has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this does not include vehicles parked by Owners while on vacation.

Section 17.6. Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board, with the following exceptions:

17.6.1. Political signs shall be allowed subject to the following restrictions:

17.6.1.1. "Political signs" shall mean fixed, ground mounted displays in support of or in opposition to a candidate for office or a ballot measure.

17.6.1.2. No more than one political sign per current candidate or ballot measure may be displayed at any given time.

17.6.1.3. No political sign may exceed five (5) square feet in size.

17.6.1.4. No political sign may be placed within the Common Areas, threaten public health or safety, violate any applicable law or ordinance, be accompanied by sound or music, or attach any other materials to the sign.

17.6.1.5. The Board may adopt additional reasonable rules regarding the time, size, place, number and manner of display of political signs.

17.6.2. Display of "For Sale" signs not exceeding five (5) square feet in size shall be allowed when a Lot is being sold.

17.6.3. This Section shall not apply to the Declarant or the Declarant's agents, lenders and contractors during the Declarant's Control Period—Declarant may post signs without limitation.

Section 17.7. Rules for Animal Control. All pets (mammals, birds, reptiles or living creatures of any kind) kept on any Lot, Common Area or Limited Common Area are subject to this provision.

17.7.1. Right of Removal. The Board may at any time require the removal of any pet that it finds unreasonably disturbs other Owners and may exercise this authority for specific pets even though other pets are permitted to remain.

17.7.2. Limit on Number of Pets. No more than three (3) domestic pets may be kept on

any Lot (excluding contained small animals, which include but are not limited to fish, birds, hamsters and gerbils). Exceptions to this limit may be considered by the Board, upon written request by an Owner, on a case-by-case basis and at the Board's sole discretion.

17.7.3. Leash. All dogs are to be kept on a leash or personally controlled by Owners when off the Owner's Lot and shall be contained when on the Owner's Lot. Dogs shall not be allowed to roam. This restriction applies to all Owners, tenants and guests.

17.7.4. Tied Pets. No pets may be tied up or left unattended outside any residence.

17.7.5. Damage by Pets. Owners are responsible for any damage to Common Areas, Limited Common Areas or other Owners' property caused by their pet or pets brought onto the Property by their guests.

17.7.6. Alterations to Common Areas. Nothing shall be altered or constructed in the Common Areas to house or accommodate pets, except portable, completely removable pet houses, the placement of which must be reviewed and approved in writing by the Board or Committee.

Section 17.8. Yards/Exterior Maintenance. Owners shall keep all yard areas on or adjacent to their Lots free from objects and debris that in any manner detract from the overall aesthetics of the Project, as determined by the Board or Committee in its sole discretion. Yards will be mowed regularly in all seasons (except when snow is present). The exterior appearance of all structures and Dwelling Unit must be adequately maintained in a minimum condition deemed appropriate by the Board or Committee to ensure the overall aesthetics of the Project and the value of the Lots are maintained.

Section 17.9. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Dwelling Unit.

Section 17.10. Window Coverings. Windows shall not be covered with any reflective material, cardboard, Visqueen or other similar material deemed inappropriate by the Board or Committee.

Section 17.11. Noise. No use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound-producing device, so as to be audible to occupants of other Dwelling Units, except for security alarm devices used exclusively for such purposes, will be permitted on any portion of the Property.

Section 17.12. Snow Removal. Snow clearance and/or removal in the Common Areas shall be the responsibility of the Association. Owners shall be responsible for clearance and removal of all snow located within their Lots, including any sidewalk area located adjacent thereto. With respect to such snow removal, Owners shall not clear or remove snow from their Lots onto sidewalks, streets, other Lots or Common Areas within the Property.

Section 17.13. Association Landscape Maintenance. Subject to the Association's assessment rights, landscape maintenance for all Common Areas (including but not limited to mowing of grass, weeding and removal of debris) is the responsibility of the Association.

Section 17.14. Compliance with Laws. Each Owner will comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations

with respect to all or any portion of the Property.

Section 17.15. Camping, Picnicking and Public Assembly. No camping or picnicking will be allowed within the Property. Public assemblies and rallies within the Property are prohibited.

Section 17.16. Nuisance. No obnoxious or offensive activity will be carried on or within the Property, nor will anything be done or permitted which would constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants. Every violation of the Development Documents is deemed a nuisance.

Section 17.17. Renting and Leasing. The Owner of any Lot will have the right to rent or lease the Lot, subject to the condition that all lease or rental agreements are in writing and meet the following requirements.

17.17.1. Tenants shall be made aware of the requirements of the Development Documents and all leases/rental agreements shall be made expressly subject to the same, and incorporated by reference therein. Any failure of a Tenant to comply with the Development Documents will constitute a default under the lease/rental agreement and the Owner hereby grants to the Board and its agents the authority to evict the tenant on the Owner's behalf for such default upon only such notice as is required by law. Should the Board bring an action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorney fees and court costs incurred by the Board. If any lease/rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the agreement and binding upon the Owner and the tenant by reason of the provisions being stated in these Development Documents. Without limiting the foregoing, the Owner shall be liable for any violation of the Development Documents committed by the Owner's tenant.

17.17.2. No lease or rental of a Lot shall be for a term less than thirty (30) days. A copy of every lease shall be delivered to the Board prior to the Lot being leased. No lease or rental of a Lot may be of less than the entire Lot except as part of the operation of a single-family residence, including but not limited to housekeepers, exchange students, nannies, family members or security.

17.17.3. During the period of time an Owner has entered into a lease/rental agreement, the Owner releases his rights to use Common Areas and Limited Common Areas to the tenant unless use of the Areas is specifically assigned to the Owner in the lease/rental agreement.

ARTICLE 18

DURATION AND AMENDMENT

Section 18.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect in perpetuity. Owners, by purchase of Lots, acknowledge their desire to protect the Property through the continuation of this Declaration.

Section 18.2. Amendments to Declaration. This Declaration may be amended at any time by the Declarant during the Declarant Control Period. Upon cessation of the same, this Declaration may be amended by a written instrument recognizing the affirmative approval of such amendment by not less

than two-thirds (2/3) vote of the Members entitled to vote on such matter. However, no such modification shall in any way affect ownership of the Common Areas remaining with the Association, along with its responsibility for the maintenance thereof.

ARTICLE 19

DECLARANT'S SPECIAL PROVISIONS

Section 19.1. Limitation of Restriction. The Declarant is undertaking the work of developing the Project. The completion of the work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a thriving residential development. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

19.1.1. Prevent the Declarant, its contractors or subcontractors from doing whatever is reasonably necessary or advisable on the Project or any Lot in connection with the completion of the Project;

19.1.2. Prevent the Declarant or its representatives from erecting, constructing and/or maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for conducting its business of completing said work, establishing said Project as a community and disposing of Lots by sale, lease or otherwise;

19.1.3. Prevent the Declarant from conducting on any part or parts of the Project its business of completing the work, establishing a plan of ownership and disposing of said Lots by sale, lease or otherwise; or

19.1.4. Prevent the Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof.

So long as the Declarant owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, the Declarant shall be subject to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require the Declarant to fulfill all of the requirements of this Declaration on the Declarant's Lot or Lots, where said Lot or Lots are without buildings and/or are being held for sale or lease. If the Declarant develops and constructs a building on a Lot for the Declarant's own use rather than for lease or sale, then the Lot will become subject to all provisions of this Declaration.

Section 19.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this Declaration or by its continuing participation directly or indirectly in or on the Board, warrant or guarantee enforcement and/or the binding effect of this Declaration nor does the Declarant warrant that all of the Owners' uses of the Property are in compliance with this Declaration. Each purchaser of and/or Designated Successor to the Property does hereby agree to accept all responsibility individually for enforcement of the terms of the Development Documents and to release the Declarant from any liability that might result from not enforcing the Development Documents, including structures and uses that might not conform to the terms of the Development Documents.

Section 19.3. Release and Indemnification of Declarant. The Declarant has created Common Areas for the use of the Owners to be managed by the Association consistent with the Declarant's

transfer of the Declarant's interest in the Common Areas. The Association agrees to hold the Declarant harmless from any liability related to the Common Areas. Furthermore, the Association agrees to indemnify the Declarant from any and all loss and costs related to the Common Areas.

ARTICLE 20

ADDITIONS TO DECLARATION

Section 20.1. Annexation of Phases of Project. Phases may be annexed into the Project and become subject to this Declaration by either of the following methods:

20.1.1. Unilateral Annexation. The Declarant may annex any real estate adjacent to the Property. Such annexed property shall become a part of the Project, subject to the terms of the Development Documents, and subject to the jurisdiction of the Association, without the consent of the Association, so long as:

20.1.1.1. Any annexation pursuant to this subsection is made within thirty (30) years from the date of recordation of this Declaration; and

20.1.1.2. A Declaration of Annexation is recorded prior to any sales to a member of the general public of any Lot in the area to be annexed. The Declaration of Annexation shall include the legal description of the property to be annexed, shall incorporate this Declaration by reference and may contain such additions and/or modifications to this Declaration as may be necessary to reflect the different character, if any, of the annexed property.

20.1.2. Annexation by Approval. Upon the approving vote or written assent of the Declarant (while the Declarant owns any Lot in the Project) and a two-thirds (2/3) affirmative vote of the Members other than the Declarant, an owner of property outside of the Project who desires to add it to the scheme of the terms of the Development Documents and to subject it to the jurisdiction of the Association may record a Declaration of Annexation in the manner described in the preceding subsection and thereby subject said property to the terms of the Development Documents.

ARTICLE 21

EASEMENTS

Section 21.1. Easement Specifically Reserved by Declarant. In addition to any easements reserved on the Plat, the Declarant reserves an access easement over, upon, across, under and through the Common Areas, including Limited Common Areas (if any), and facilities of the Project for the purpose of completing any Improvements, exhibiting and preparing Lots for sale and for the purpose of developing any contiguous land owned by the Declarant.

Section 21.2. Power of Association to Grant Easements. The Association shall have the right to grant easements over, upon, across, under or through any portion of the Common Areas, including Limited Common Areas, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

ARTICLE 22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 20

MISCELLANEOUS PROVISIONS

Section 22.1. Constructive Notice and Acceptance. Upon recording of this Declaration, every Person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has conclusively consented and agreed to every covenant, condition and restriction contained in the Development Documents. This conclusive acceptance shall occur regardless of whether or not any reference to the Development Documents is contained in the instrument by which such person acquired an interest in the Property.

Section 22.2. Agreement or Conveyance in Violation of Declaration. Any deed, lease, agreement, conveyance, contract or other instrument or action in violation of the terms of the Development Documents shall be void and may be set aside by the Declarant or the Association.

Section 22.3. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

Section 22.4. Entire Covenant. The Development Documents are the entirety of the covenants, conditions and restrictions affecting the Project. There are no other verbal or other agreements or matters that vary the terms of the Development Documents. The Development Documents shall not be altered except as specified in the Development Documents and in accordance with Idaho law.

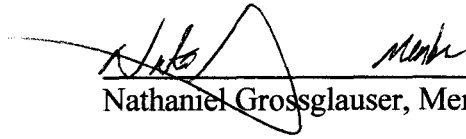
Section 22.5. Interpretation. The Development Documents shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant and the Association. Definitions found in this document shall guide all interpretations. Any court or jurisdiction that should be called upon to interpret the Development Documents shall give weight to the Board's interpretations of the same terms and conditions in order to encourage consistency within the Project.

Section 22.6. Conflict Among Development Documents. If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given (in order of priority) to any recorded Declaration of Annexation, Articles of Incorporation, Bylaws and lastly, the Rules and Regulations.

Section 22.7. Consistency with Federal Housing Authority and Secondary Market Restrictions. This Declaration is intended to be consistent with federal and state laws and regulations as required for the lending of money for homes and for the sale of Mortgages of such homes in the secondary market. In the event of any conflict between the Development Documents and federal or state regulations or guidelines, then the Declarant may unilaterally, during Declarant's Control Period and at its sole option, amend the conflicting provision(s) in order to eliminate the conflict.

Dated this 8th day of September, 2020.

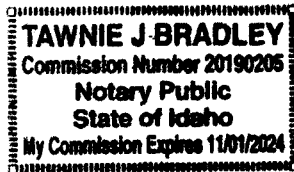
"Declarant"
AMERICAN CREW BUILDERS, LLC


Nathaniel Grossglauser, Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8 day of September, 2020, before me personally appeared Nathaniel Grossglauser, a Member of American Crew Builders, LLC, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he voluntarily executed the same on behalf of American Crew Builders, LLC.

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




NOTARY PUBLIC for the State of Idaho
Residing at CIDA, ID
Commission Expires 11-1-24

EXHIBIT "A"

The following real property is subject to the foregoing Declaration of Covenants, Conditions and Restrictions for Gabrio Estates:

[LEGAL DESCRIPTION]

EXHIBIT A

Gabrio Estates

LEGAL DESCRITPION

The North half of Tract's 95 and 96, together as one parcel, of the "Plat #5, Green Acres Irrigation District", recorded in Book 'B' of Plats at Page 70, records of Kootenai County, located in the Southeast Quarter of Section 32, T51N, R5W, B.M., Kootenai County, Idaho, described as follows:

Commencing at the East Quarter Corner of said Section;

Thence, along the easterly line of said section S 0°33'55" W, 658.98 feet;

Thence leaving said easterly line , N 89°26'05" W 25.00 feet to the Northeast corner of said Tract 96;

Thence along the northerly line of said Tract 96, N 88°18'11" W, 30.01 to the **Point of Beginning**:

Thence South 0°33'55" West, 319.75 feet;

Thence North 88°19'03" West, 605.79 feet westerly line of Tract 95 of said Plat;

Thence along said westerly line North 0°35'34" East, 319.90 feet to the northwest corner of said Tract;

Thence along said northerly line South 88°18'11" East, 605.64 feet to the **Point of Beginning**.

Containing 193,686 square feet 4.446 Acres, more or less.

Jon Manley

From: Field Herrington
Sent: Tuesday, January 7, 2025 8:50 AM
To: Jon Manley
Cc: Rhiannon O Neill
Subject: FW: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-24-2)

Jon, can you make sure the email from Ms. Johnson makes it into the record for ZC-24-2 even though it was not properly submitted?

Field K. Herrington

City Attorney – Legal Services Director

fherrington@postfalls.gov

Phone: (208) 773-0215

Fax: (208) 773-0214



From: Joe Malloy <jmalloy@postfalls.gov>
Sent: Tuesday, January 7, 2025 8:24 AM
To: Rhiannon O Neill <roneill@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>
Subject: Fw: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-24-2)

Forwarding to you for inclusion in the record, and to declare this ex parte communication. I responded only to say that I have forwarded the email to the Clerk for inclusion in the record, and her thoughts will be considered during deliberation. Thanks!

From: Stephanie J. <steph.ilene.johnson@gmail.com>
Sent: Monday, January 6, 2025 10:11 AM
To: Joe Malloy <jmalloy@postfalls.gov>
Subject: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-24-2)

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.

Dear Councilman Malloy,

Blessings in the New Year and thank you for your dedicated service to our community. I'm reaching out as a resident of Gabrio Estates to share my concerns about the proposal (ZC-24-2) to rezone a portion of our small subdivision from an R-1 zone to an R-2 zone allowing for multi-family homes in our neighborhood. Gabrio Estates was designed as a peaceful, family-friendly community of single-family homes, and this proposal could really change the feel of our neighborhood. It might lead to overcrowding, more traffic, and possibly even lower property values. Many of us moved here because of its quiet, welcoming vibe, and we'd appreciate your support in keeping it that way.

When Gabrio Estates was established, the recorded and filed HOA CC&Rs explicitly prohibited multi-family dwellings to maintain a stable and family-oriented community. However, the HOA is currently controlled solely by the developer Nate Grosslgauser and his wife, and as non-voting members, residents have no say in decisions that directly impact our community. This setup allows Nate to make changes to the CC&Rs and by-laws without input, which feels unfair and lacks transparency. On top of that, our HOA dues have gone up multiple times without us having any say, leading many of us to seek legal advice. I am currently working with legal counsel to explore what claims I might have regarding the HOA structure, CC&Rs and by-laws. While we know the city doesn't oversee HOA CC&Rs, you *do* have a say in zoning decisions, and we're asking you to think about how rezoning could affect our community.

Allowing duplexes in Gabrio Estates could set a troubling precedent. It might encourage similar changes in other single-family neighborhoods, potentially undermining trust in the city to honor existing zoning rules. Duplexes would also bring more people, cars, and noise to a neighborhood designed for low-density living. Plus, having more renters come and go might disrupt the close-knit, family-friendly feel that makes this place so special. It seems like this proposal prioritizes the developer's profits over what's best for the community in the long run.

We've also had ongoing challenges with the developer that make us wary of this proposal. For instance, it took years of pushing to get basic issues like blocked sidewalks cleared up. There's also been little transparency about how our HOA dues are being used. Experiences like these make it hard to trust that these changes would actually benefit the neighborhood.

We're asking the City Council to reject this rezoning proposal and help us protect the character and integrity of Gabrio Estates. Many of us plan to attend the upcoming council meeting on February 4th to share our concerns in person. Thank you so much for your time and for considering this important issue.

Best regards,

Stephanie Johnson

2599 Okanogan Ave

Post Falls

On behalf of Gabrio Estates Homeowners:

Greg Johnson 2599 Okanogan Ave

Jerry and Kendra Greenwood, 2544 Okanogan Ave

Aarin and Melissa Morris, 2598 Okanogan Ave

Karlynn Funk, 2580 Okanogan Ave

Brad and Leanne Carlson, 2508 Okanogan Ave

Jarad and Morgan Bell, 2526 Okanogan Ave

Michele Peraltos, 2490 Okanogan Ave

Paul and Kelly Orris, 2509 Okanogan Ave

Michele Peratos
2492 W. Okanogan Ave.
Post Falls, ID 83854

January 27, 2025

City of Post Falls Planning Division,

I am writing to express my strong opposition to the proposed rezoning of lots 8, 9 and 10 in Gabrio Estates to allow medium density residential homes vs. single family residential homes as it is now. As a resident of Gabrio Estates located at 2492 W. Okanogan Ave, I am deeply concerned about the negative impact this change would have on the character, integrity, and property values of our neighborhood.

Our neighborhood was originally developed as an upscale, single-family home community, governed by Covenants, Conditions, and Restrictions (CC&Rs) that specifically limit construction to single-family residences. I have attached these for you to look over. These rules were put in place to preserve the aesthetic cohesion and high standards that attracted residents to this neighborhood. Rezoning the remaining lots for multi-residence properties would undermine these protections and erode the vision on which this neighborhood was founded.

Allowing duplexes in a neighborhood designed for single-family homes is likely to diminish property values. Studies and market trends consistently show that introducing multi-residence properties into single-family neighborhoods can lead to reduced home valuations, as the exclusivity and appeal of the community are compromised. For homeowners like myself, this poses a significant concern regarding our investments and long-term financial security.

Additionally, rezoning would fundamentally alter the character of the neighborhood. Our community was carefully planned to offer a cohesive and tranquil environment with homes designed for families. The addition of duplexes would increase population density, strain infrastructure, and potentially lead to issues such as increased traffic, parking challenges, and overburdened utilities all of which would detract from the quality of life for existing residents.

Rezoning to allow duplexes or medium density residential homes would also set a concerning precedent, opening the door to future deviations from the original intent of the community. This could further destabilize the unique character of our neighborhood and result in long-term consequences that are difficult to reverse.

I respectfully urge the Post Falls planning division to consider the broader implications of this decision and to uphold the existing zoning and CC&Rs that have defined our neighborhood's identity and appeal. I trust that the planning division will act in the best interest of preserving the integrity of our community.

I have attached some photos of our neighborhood. You will be able to see how this would negatively impact the value of our homes. I moved here from Sandpoint with my two children. I simply cannot afford to sell my home and move nor do I want to. They are established in their schools and made a network of friends. We really love where we live. Even if I decided to sell and move this would bring down the value of my home now and in the future. I would most likely lose money on my huge investment.

I would have never bought my home if this neighborhood was zoned for anything other than single family residences. I felt safe buying my home in this upscale neighborhood because it was strictly single family homes and has strict CC&R's.

I would also like to add that the builder and owner of those lots has been incredibly hard to deal with. He lets the weeds grow taller than me. The lots have garbage and huge mounds of dirt on them. He refuses to disclose any documents regarding our home owner's association bills and the money in our account. It appears that he has been fraudulently using our funds. Before I moved here some of the home owners contacted an attorney for help. They did not specialize in any of this so nothing came of it. Now, some other home owners are getting advice from another attorney. I will most likely need to take it to law enforcement. I have been battling cancer so I have not been able to dig into what has been going on but it is highly suspicious and not right. I was on my old home owner's association's board for two years and none of what he is doing is correct or ok.

Thank you for your time and attention to this matter. Please do not hesitate to reach out if you require additional information or input from residents.

Sincerely,

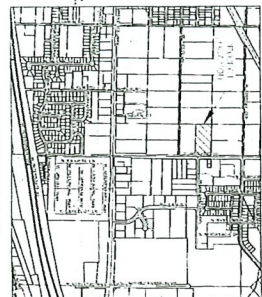
Michele Peratos

(208)290-5447

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK L, PAGE 494
INSTR. # 2071 REC-100



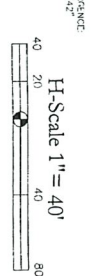
LEGEND

- FOUND MONUMENT AS NOTED
- SET "X" 30' REAR WITH YELLOW PLASTIC CAP MARKED INC. PLS. 8248 OR SET
- BRILL & BODY MLC NAIL W/ WASHES
- STAMPED PLS. 8248
- SECTION X CORNER AS NOTED
- SECTION CORNER AS NOTED
- PROPERTY BOUNDARY
- RIGHT OF WAY
- SIDEWALK, DRAINAGE & UTILITY EASEMENT (10' OR 15' AS NOTED)

VICINITY MAP

NOT TO SCALE

NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO MONUMENT AND SHOW THE SUBDIVISION OF THAT PROPERTY DESCRIBED IN THIS PLAT.



GPS DATA

- GPS GRID DATA IS PER IDAHO STATE PLANE, WEST ZONE, NAD 83 (2011).
- INSTRUMENT USED: JAVAD TRIUMPH IV & JAVAD TRIUMPH LS
- CORS BASE STATIONS USED: DATE 01-03-2009
UNSTORMED LATN 46 22 23.424 LONGW 117 00 08.246 DIST(149876.0)
UNSTORMED LATN 46 03 03.823 LONGW 116 57 14.882 DIST(135522.0)
UNSTORMED LATN 46 47 52.289 LONGW 116 58 45.802 DIST(102860.9)
- DISTANCES SHOWN HEREIN ARE PER GROUND DISTANCES TO CONVERT TO PER GRID, MULTIPLY BY 0.999993257.

609 N. Capitol Court, Suite 7,
Post Falls, Idaho 83854
P: 208-777-1238
F: 208-777-1238
www.solutions-pro.com

SOLUTIONS
Advanced Surveying and Mapping Solutions

PLAT OF GABRIO ESTATES
POST FALLS, KOOTENAI COUNTY, IDAHO

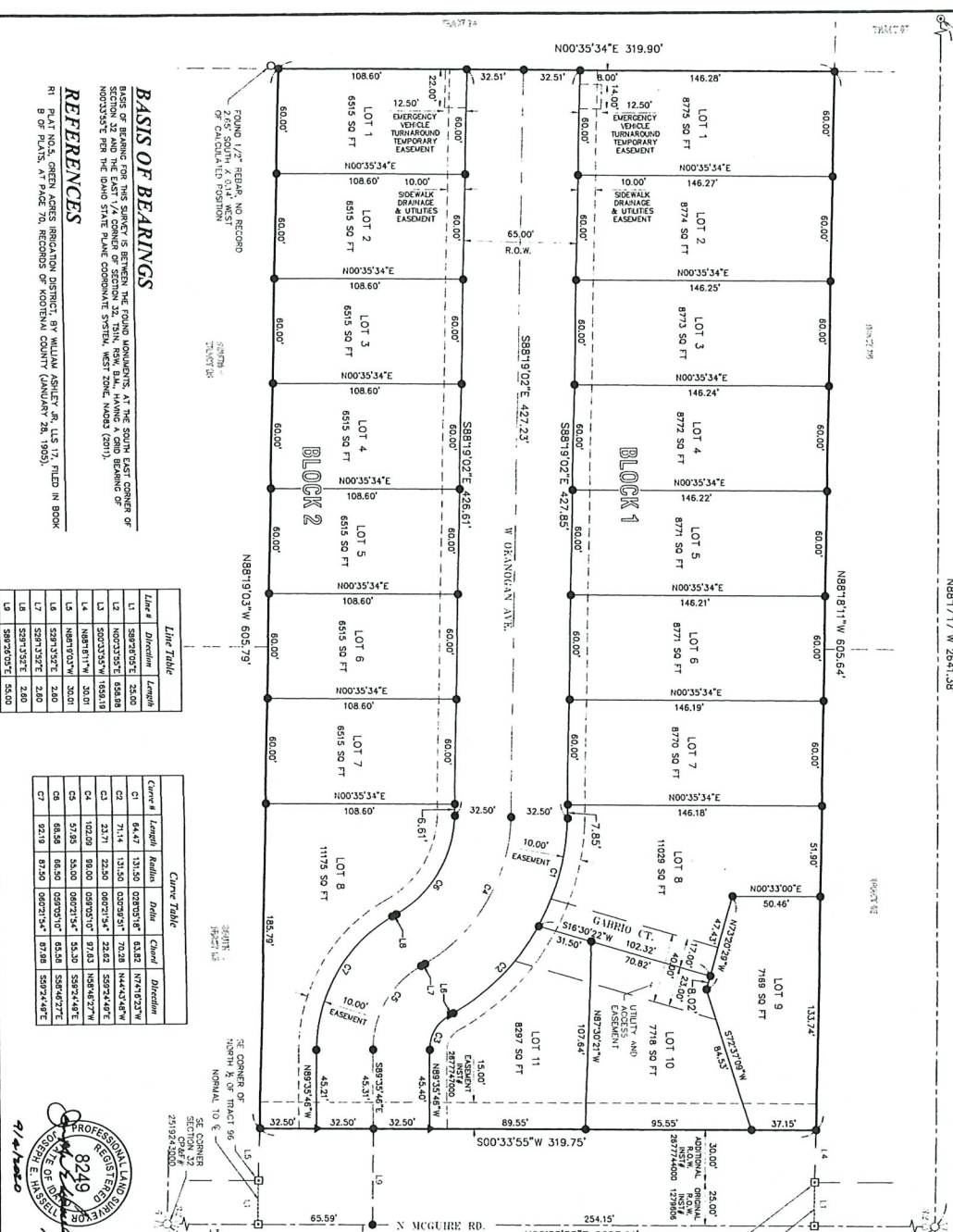
DRAWN BY: JAL DATE: 06-19-19 DWG NAME: 19-020-PLATG
CHECKED BY: BAC SCALE: 1" = 40' PROJ. #: 19-020 SHEET: 1 of 2

BASIS OF BEARINGS
BASIS OF BEARING FOR THIS PLAT IS THE TRUE NORTH, AT THE SOUTH EAST CORNER OF SECTION 32, T51N, R5W, B.M., HAVING A GRID BEARING OF N00°33'55"E PER THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011).

REFERENCES
PLAT 105, GREEN ACRES IRRIGATION DISTRICT BY WILLIAM ASHLEY, JR., L.S. 17, FILED IN BOOK 8 OF PLATS, AT PAGE 70, RECORDS OF KOOTENAI COUNTY (JANUARY 28, 1905).

Line #	Direction	Length
L1	S89°10'05"E	25.60
L2	N00°33'55"E	65.88
L3	S00°33'55"W	165.19
L4	N89°10'11"W	20.01
L5	N89°10'37"W	24.01
L6	S89°13'07"E	2.60
L7	S89°13'07"E	2.60
L8	S89°20'35"E	15.50

Curve #	Length	Radius	Delta	Chord	Bearing
C1	64.47	131.50	028°03'10"	63.82	N74°18'23"W
C2	71.14	131.50	020°39'31"	70.28	N44°43'46"W
C3	23.71	22.50	060°19'44"	22.62	S09°14'49"E
C4	102.09	50.00	050°03'10"	97.63	N58°42'27"W
C5	57.93	50.00	060°19'44"	55.20	S59°42'46"E
C6	68.50	68.50	050°03'10"	65.20	S59°42'27"E
C7	92.19	87.20	060°19'44"	87.89	S59°42'46"E



GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE
SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

OWNER CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT AMERICAN CREW BUILDERS LLC, A LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE REPAIRED THE LAND WITHIN TO BE KNOWN AS "GABRIO ESTATES", A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF TRACTS 95 & 96 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 8 OF PLATS AT PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO

EXCEPT THEREFOR THOSE PORTIONS COVERED INTO THE CITY OF POST FALLS, IN DOCUMENTS RECORDED JANUARY 17, 2019 AS INSTRUMENT NO. 2017744000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION;
THENCE, ALONG THE EASTERN LINE OF SAID SECTION S 03°35' W, 658.98 FEET;
THENCE LEAVING SAID EASTERN LINE, N 89°26'05" W 25.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 96;
THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 96, N 89°15'11" W, 30.01 TO THE POINT OF BEGINNING;
THENCE SOUTH 03°35' WEST, 319.25 FEET;
THENCE NORTH 89°19'03" WEST, 605.79 FEET WESTERLY LINE OF TRACT 95 OF SAID PLAT;
THENCE ALONG SAID WESTERLY LINE NORTH 03°34' EAST, 319.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT;
THENCE ALONG SAID NORTHERLY LINE SOUTH 89°15'11" EAST, 605.64 FEET TO THE POINT OF BEGINNING,
CONTAINING 193,686 SQUARE FEET 4.46 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT,

DOMESTIC WATER TO BE PROVIDED BY EAST GREENACRES IRRIGATION DISTRICT;
SANITARY SEWAGE DISPOSAL, TO BE PROVIDED BY THE CITY OF POST FALLS.

THE OWNER HEREBY DEDICATES ALL RIGHT-OF-WAY FOR OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES A 10' SIDEWALK, DRAINAGE, & UTILITY EASEMENT ALONG EACH SIDE OF OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES ACCESS AND UTILITY EASEMENT FOR GABRIO COURT AS SHOWN HEREON TO THE ADJOINING PARCELS, (BLOCK 1, LOTS 8, 9, & 10) POST FALLS, IDAHO.

THESE SHALL BE NO DIRECT ACCESS FROM RESIDENTIAL LOTS ONTO OKANOGAN AVENUE EXCEPT AS PERMITTED FOR EMERGENCIES ONLY.

LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE COAR'S RECORDED UNDER INSTRUMENT NUMBER 2778, 5108, 000.

MAINTENANCE OF COMMON RIGHTS-OF-WAY ALONG OKANOGAN AVENUE, STREET TREES, SHAKES, AND SNOW REMOVAL FROM ANY SIDEWALKS OR TRAILS WILL BE THE OBLIGATION OF THE HOME OWNERS ASSOCIATION, PER THE ABOVE MENTIONED COAR'S.

THE OWNER HEREBY DEDICATES A TEMPORARY EMERGENCY VEHICLE TURNAROUND EASEMENT ACROSS PORTIONS OF BLOCK 1, LOT 1 & BLOCK 2, LOT 1 THAT WILL TERMINATE ONCE FUTURE CONSTRUCTION REQUIRES EXTENSION OF W. OKANOGAN AVENUE AS SHOWN ON PAGE OF PLAT.

MANUEL J. GROSSAUSER / MANAGING MEMBER

DATE 7/14/2020

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Kootenai } SS

ON THIS 14th DAY OF September, IN THE YEAR 2020, BEFORE ME, Kathleen M. Christensen, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING INSTRUMENT, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY, HAVE REQUESTED OF ME THAT I SIGN THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXISTED AT THE TIME OF SIGNING.

MANUEL J. GROSSAUSER / MANAGING MEMBER

NOTARY PUBLIC FOR STATE OF Idaho

RESIDING AT Post Falls

COMMISSION EXPIRES July 1st, 2023



COUNTY RECORDER

THIS PLAT WAS FILED IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, STATE OF IDAHO, AT THE REQUEST OF THE SUBMITTERS, ON THE 21st DAY OF September, 2020, AT 10:44 O'CLOCK A.M. AS INSTRUMENT NUMBER 277581200 TO THE PUBLIC RECORDS OF POST FALLS, IDAHO.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH September 2019 2020.

DATED THIS 18th DAY OF September, 2020.

Sharon Baker
KOOTENAI COUNTY TREASURER, Deputy Treasurer

PANHANDLE HEALTH DISTRICT

CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS ARE REQUIRED BY IDAHO CODE, TITLE 30, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AND A QUALIFIED LICENSED PROFESSIONAL ENGINEER (LPE) REPRESENTING THE CITY OF POST FALLS APPROVAL OF THE DESIGN PLANS AND THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE DETECTED BY VISUAL INSPECTION, CONSTRUCTION OF THESE FACILITIES, EITHER BEFORE OR AFTER THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) MAY BE REQUESTED IN ACCORDANCE WITH SECTION 30-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR STRUCTURE REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

HEALTH DISTRICT SIGNATURE Anna Dwyer

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT DATED THIS 12th DAY OF September, 2020.

William F. Melton, PE
WILLIAM F. MELTON, PE B203, CITY OF POST FALLS, ENGINEER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF POST FALLS, IDAHO ON THE 18th DAY OF September, 2020.

Ronald C. Jackson
RONALD C. JACKSON, CITY OF POST FALLS, MAYOR

Shannon Howard
SHANNON HOWARD, POST FALLS CITY CLERK

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 21st DAY OF September, 2020

Joseph Hassell
JOSEPH HASSELL, CITY OF POST FALLS, MAYOR

Shannon Howard
SHANNON HOWARD, POST FALLS CITY CLERK

William F. Melton
WILLIAM F. MELTON, PE B203, CITY OF POST FALLS, ENGINEER

Ronald C. Jackson
RONALD C. JACKSON, CITY OF POST FALLS, MAYOR

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Shannon Howard
SHANNON HOWARD, POST FALLS CITY CLERK

609 N. Colburn Court, Suite 7, Post Falls, Idaho 83854 PAX 208-777-2128 www.idahocad.com	
PLAT OF GABRIO ESTATES POST FALLS, KOOTENAI COUNTY, IDAHO	
DRAWN BY: JAL	DATE: 06-19-19
CHECKED BY: RAG	SCALE: 1" = 40'
SHEET 2 of 2	

JIM BRANNON 24 P 2778468000
KOOTENAI COUNTY RECORDER
DAP Date 09/21/2020 10:14 AM
REQ OF ACE SOLUTIONS LLC

RECORDING FEE: \$79.00

SC



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GABRIO ESTATES
Post Falls, Idaho
Records of Kootenai County

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GABRIO ESTATES

The undersigned, American Crew Builders, LLC (hereinafter referred to as the "Declarant"), an Idaho limited liability company, is the current Owner, in fee, of the real property located in Kootenai County, Idaho, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"). The Declarant hereby adopts the following Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration" or "CC&Rs") for Gabrio Estates and its additions (hereinafter referred to as the "Project" located at the Property), and declares that the following shall apply to each and every subdivision of the Property or additions annexed hereunder and to any interest in the Property. This Declaration shall run with the land and shall bind the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Project for the mutual benefit of future owners and occupants. The Project consists of a residential subdivision and associated Common Area, together with any expansion thereto made pursuant to this Declaration. The Declarant has attempted to draft this Declaration consistent with the ordinances of the City of Post Falls

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 2

(hereinafter referred to as the "Governing Agency"). Where inconsistent, the most restrictive regulations in this Declaration or the ordinances and regulations of the Governing Agency shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNING AGENCY.

ARTICLE 1

DEFINITIONS

Section 1.1. **Words Defined.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Section 1.1.1. **"Annual Meeting"** shall mean the annual meeting of the Members of the Association authorized under this Declaration.

Section 1.1.2. **"Articles"** shall mean the Articles of Incorporation of the Association and any amendments thereto, which by this reference are incorporated herein.

Section 1.1.3. **"Association"** shall mean GABRIO ESTATES HOMEOWNERS ASSOCIATION, INC., the Idaho nonprofit corporation whose Members are the Owners as described in this Declaration.

Section 1.1.4. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association, as elected or appointed in accordance with the Bylaws.

Section 1.1.5. **"Bylaws"** shall mean the Bylaws of the Association, which by this reference are incorporated herein.

Section 1.1.6. **"Common Areas"** shall mean parcels of the Property and facilities which, according to the Plat or ownership, are established for shared use of the Owners, including the private road known as "Gabrio Court" and a ten (10) foot multiuse pathway, as the same are illustrated on the Plat. Common Areas are maintained by and at the expense of the Association.

Section 1.1.7. **"Declarant"** shall mean American Crew Builders, LLC and its representatives, successors and assigns.

Section 1.1.8. **"Declarant's Control Period"** shall mean that period of time wherein the Declarant maintains Class "B" Membership and thereby controls all votes of the Association as more specifically outlined in the Articles.

Section 1.1.9. **"Designated Successor"** shall be the Person(s) specifically designated through written agreement with the Declarant to assume all rights, responsibilities and obligations of the Declarant set forth in the CC&Rs.

Section 1.1.10. **"Declaration"** or **"Covenants, Conditions and Restrictions"** or **"CC&Rs"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

Section 1.1.11. **"Development Documents"** shall mean the Declaration, Articles, Bylaws and Rules and Regulations as may be lawfully amended from time to time.

Section 1.1.12. **"First Mortgage"** shall mean a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon.

Section 1.1.13. **"First Mortgagee"** shall mean the holder of a First Mortgage.

Section 1.1.14. **"Governing Agency"** shall mean the City of Post Falls, Kootenai County, Idaho.

Section 1.1.15. **"Improvement"** shall mean the buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind that are located on the Property.

Section 1.1.16. **"Limited Common Areas"** to the extent that the same may exist, shall mean those Common Areas and facilities which are designated in the Plat or may be designated in future plats or annexations to this Declaration for use of a certain Owner or Owners to the exclusion, limitation or restriction of others.

Section 1.1.17. **"Lot"** shall mean a platted and subdivided parcel of real property located in the Project, excepting any lot or tract owned by the Association.

Section 1.1.18. **"Member(s)"** shall mean Owners.

Section 1.1.19. **"Mortgage"** shall mean a recorded mortgage, deed of trust or other security instrument by which a Lot in the Project is encumbered.

Section 1.1.20. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot in the Project created by a Mortgage.

Section 1.1.21. **"Owner"** shall mean the legal Owner of a Lot in the Project. Where a real estate contract for the sale of a Lot has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

Section 1.1.22. **"Person"** shall mean an individual, corporation, partnership, association, trustee or other legal entity.

Section 1.1.23. **"Plat"** shall mean the plat of survey of the Property and of all Lots included within the Property, which has been recorded in the records of Kootenai County in Book L of Plats, Pages 494, 494A, and all amendments thereto, together with any plats of real property subsequently annexed pursuant to this Declaration.

Section 1.1.24. **"Project"** shall mean the Property and all related Improvements, together with any future annexed properties, that are part of the residential subdivision commonly referred to as Gabrio Estates.

Section 1.1.25. **"Property"** shall mean the land and the buildings and all improvements

and structures now or hereafter placed on the land described in Exhibit "A," together with any future real estate annexed hereunder in accordance with the terms of this Declaration, which are subject to the terms and conditions of the Development Documents. Exhibit "A" is attached hereto and incorporated herein by reference.

Section 1.1.26. **"Rules and Regulations"** shall mean those operating procedures and use controls which may be adopted by the Board consistent with this Declaration, which by this reference are hereby incorporated herein.

Section 1.1.27. **"Survey Map and Plans"** shall mean the survey map or Plat and the plans recorded with respect to the Property and any amendments, corrections and addenda thereto that are subsequently recorded.

Section 1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably. The above definitions shall apply to words in text whether capitalized or uncapitalized, unless the context of their use makes the definitions clearly not applicable. All other words shall be given their common and simple meaning consistent with the context of their use.

ARTICLE 2

DESCRIPTION OF LAND

The land restricted and protected by this Declaration shall be all real estate and Improvements located on the Property described in Exhibit "A" attached hereto and any land properly annexed hereunder.

ARTICLE 3

DESCRIPTION OF BUILDINGS

Section 3.1. Minimum Standards for Single-Family Residential Structure. One single-family residential structure may be set upon each Lot, designed and intended for use and occupancy as a residency by a single family and shall include the underlying Lot (a "Dwelling Unit"). Every Dwelling Unit is subject to the approval of the Board as outlined below and shall meet the following minimum standards:

3.1.1. All building materials must be approved by the Board.

3.1.2. All Dwelling Units shall be constructed with shingle or tile roofing material expected to have a useful life of at least thirty (30) years, or a roofing material of comparable quality as determined by the Board of Directors or the Committee (as defined in Section 4.2 below). Composition roofing shall be of the laminated multi-ply variety with contracting or other distinctive tab lines.

3.1.3. The finished floor space of any single-level Dwelling Unit shall be no less than 1400 square feet, and the finished floor space of any multi-level Dwelling Unit shall be no less than 1800 square feet.

3.1.4. Garages to accommodate two (2) automobiles shall be incorporated in or made a part of each Dwelling Unit. Garages for more than three (3) cars shall only be allowed if proportionate to the Dwelling Unit and Lot as determined by the Board. The Board is authorized to allow detached garages and auxiliary use buildings (including detached shops and structures designed for recreational vehicle storage), provided that these buildings match the exterior of the Dwelling Unit in both material and exterior appearance, which in the opinion of the Board would not be detrimental to the neighborhood or be inconsistent with the overall aesthetics of the Project or objectives of these covenants.

3.1.4.1. In addition to any other requirements imposed by the Board, shops must match the color of the Dwelling Unit located on the Lot.

3.1.5. No Dwelling Unit, building or other structure shall be moved onto any Lot; new construction is required. No tent, trailer, mobile home, boat or other vehicle or structure shall be used or allowed for human habitation on a temporary or permanent basis on any Lot or anywhere in the Project at any time.

3.1.6. All fencing shall be six (6) feet in height and made of white vinyl material. No fence shall be erected or placed on any Lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street.

3.1.7. All new construction shall be completed within six (6) months from the commencement thereof, and all side and front yards, including the portion of the right-of-way between the curb and the front Lot line, shall be landscaped and completed within six (6) months from the date of completion of the Dwelling Unit, or occupancy thereof, whichever is first, except in the event of delay caused by weather conditions. As part of construction of each Dwelling Unit, and within one hundred twenty (120) days of the paving of the driveway, the

Owner shall landscape, including the installation of an automatic sprinkler system, the front and side yards of the Lot upon which the Dwelling Unit is located. Said landscaping shall include the planting and cultivation of trees (of the types approved and in the amount required by the Board and the City of Post Falls) in the grassy swale in the front yard of the Lot.

All landscaping shall be maintained in an orderly and sightly manner, including the area between the Lot lines and curb. Owners shall plant and maintain grass in the grassy swale storm drain area between the sidewalk and curb of their Lot. Owners shall not allow any structures, filling, change in grade or other blockage or obstruction of said drainage area.

3.1.8. No satellite dish or broadcast transmission antenna shall be permitted on any Lot, except when located in the rear yard where it cannot cast a shadow on adjoining Lots.

3.1.9. All public and private utility lines shall be located underground.

The Board may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of the standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity.

ARTICLE 4

ARCHITECTURAL CONTROL / RULES AND REGULATIONS

Section 4.1. Board as the Architectural Control Committee. No Dwelling Unit, building, fence, addition, wall or other structure shall be commenced, erected or maintained on a Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors, who will ensure compliance with regard to the quality of materials, harmony of external design and location in relation to the surrounding structures and topography. The Board is authorized to create further Rules and Regulations to address the process of said review.

4.1.1. If any structure of any kind shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Development Documents and without the approval required herein. Upon written notice from the Board, any such structure maintained on a Lot in violation hereof, shall be removed or modified, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of violation the Owner of the Lot upon which such violation exists shall have failed to remedy the violation or taken sufficient steps (as determined by the Board) toward the removal or termination of the same, the Association shall have the right, through its agents and/or employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such Owner, as well as a lien upon the Lot in question.

Section 4.2. Architectural Control Committee or Administrator. The Board, at its option, may appoint a committee to be known as the Architectural Control Committee (the "Committee") to complete the review process outlined in Section 4.1 above. The Committee, when duly appointed, may

also be delegated by the Board with the authority to enforce the Rules and Regulations. The Committee shall consist of no more than five (5) persons selected by the Board to serve indefinite terms.

Section 4.3. Rules and Regulations. The Board shall adopt by resolution, and have the full power and authority to enforce, Rules and Regulations for the Project which shall address, but not be limited to, the regulation of the exterior appearance of buildings, signage, parking, fencing, drainage, improvements and permitted uses and activities within the Project, and clarify any provision of this Declaration, even though such Rules and Regulations may be more restrictive than the Declaration. Such Rules and Regulations shall be consistent with the spirit and intent of this Declaration. The adoption of such Rules and Regulations must be made in accordance with the Bylaws. The Board, by resolution, may amend the Rules and Regulations from time to time by a majority vote. Upon proper adoption, the Rules and Regulations shall be as enforceable and binding as any other requirements of this Declaration. The Board shall compile and maintain all Rules and Regulations, including any amendments thereto, at some location where they are easily reviewable by the Owners, along with other Association books and records. Proper adoption of the Rules and Regulations (and any amendment thereto) shall be deemed notice to all Owners of the binding and effective nature of the same.

Section 4.4. Fees. The Board, by resolution, shall set a fee for plan review pursuant to the Rules and Regulations. The Board may, by majority vote, on a case-by-case basis, waive or adjust fees for low-cost improvements.

ARTICLE 5

SERVICE OF PROCESS

The registered agent of the Association is designated to receive service of process. The Board shall designate the registered agent and office in the Articles, and the Board may specify a different agent and/or office for such purpose by filing proper documents with the Idaho Secretary of State.

ARTICLE 6

ASSOCIATION OF OWNERS

Section 6.1. Form of Association. The Association shall be a nonprofit corporation formed under the laws of the State of Idaho.

Section 6.2. Articles and Bylaws. The Articles and Bylaws of the Association shall bind all Owners and are by this reference an integral part of this Declaration. Copies of both documents shall be available by request from the Board. The Articles and Bylaws may be amended in accordance with the terms of each and the laws of the State of Idaho.

Section 6.3. Qualification for Membership Voting Right. Each Owner of a Lot (including the Declarant) shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. The voting rights of the membership are specified in the Articles and Bylaws of the Association.

Section 6.4. Pledged Votes. If an Owner is in default under a First Mortgage on a Lot for ninety (90) consecutive days or more, the First Mortgagee shall automatically be authorized to declare at any time thereafter that said Owner has pledged his or her vote on all issues to the First Mortgagee during

the continuance of the default. If the Board has been notified by a First Mortgagee of any such pledge, only the vote of the First Mortgagee will be recognized on the issues that are subject to the pledge.

Section 6.5. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association may be required to maintain and repair, each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's Lot and all improvements thereon in accordance with the standards set forth in the Development Documents in order to promote and maintain the value of Lots.

Section 6.6. Association's Obligation to Maintain and Repair Common Areas. The Association has the responsibility to maintain and repair all Common Areas.

ARTICLE 7

NOTICES

All notices to Members given under the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association shall be in writing and shall be delivered personally, by mail or electronically. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of delivery of regular mail after the notice has been deposited in the United States mail, first class, postage prepaid, addressed to the person(s) entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by giving notice in writing to the Board. Notices to the Board shall be given to the Declarant until the termination of the Declarant's Control Period and thereafter shall be given to the President or Secretary of the Association. If delivery is in person, conspicuously leaving a notice at the Owner's door shall be sufficient, so long as the Owner is known to occupy the residence. Electronic delivery is effective upon sending of the notice provided that the member has provided an electronic mailing address for official record purposes of the Association.

ARTICLE 8

BUDGET AND ASSESSMENTS

Section 8.1. Assessments. Assessments may be assessed and will become a lien against Lots in accordance with the Bylaws, as amended from time to time. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually as specified in the Bylaws. The various types of assessments are set forth in detail in the Bylaws. Any Lot owned by Declarant will not be subject to assessments during the Declarant's Control Period.

Section 8.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

Section 8.3. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include, but not be limited to, utility services for the Common Areas; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening and general upkeep of the Common Areas (except where the Owners have such responsibility under the provisions of the Development Documents); and all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners. The Board may hire as many full-

time or part-time employees as it considers necessary to effectively operate the Association.

ARTICLE 9

COVENANT FOR ASSESSMENTS / COLLECTION OF ASSESSMENTS

Section 9.1. Covenant to Pay and Personal Obligation for Assessments. Each Owner, by accepting a deed for a Lot, is deemed to covenant to pay all assessments imposed by the Board. Each such assessment, together with any fines, interest, costs and fees (including reasonable attorney fees) associated therewith, shall be the personal and individual obligation of the Owner(s) of such Lot as of the time the assessment becomes due and shall also be a lien against the Lot and Dwelling Unit against which it is assessed and shall be a continuing lien thereon until satisfied in full. In the case of two or more Owners of a Lot, each will be jointly and severally liable for such obligations. The personal obligation of the Owner(s) shall not pass to his successor in title unless expressly assumed by them, but the lien against the Lot shall be a continuing lien against the Lot (despite any transfer of ownership) until it is fully satisfied or a lawful foreclosure of the same has occurred. No Owner may exempt himself from liability for any assessment by abandonment of the Lot or by waiver of the use and/or enjoyment of the Common Area. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the assessment lien provided for in this Declaration.

Section 9.2. Late Charges and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may from time to time establish late charges, fines, costs, fees and a rate of interest to be charged on assessments that may thereafter become delinquent.

Section 9.3. Elimination of Service for Nonpayment. In case of nonpayment or delinquency in the payment of assessments or other fees imposed by the Board, the Board may upon ten (10) days' notice to the Owner, occupant or Person in charge of the Lot, eliminate any service of the Association related to that Lot. No recommencement of services shall occur until such delinquent assessments, fees and a recommencement fee, as may be established by resolution of the Board, have been paid to the Board. Elimination of service shall in no way preempt or prohibit any other enforcement rights of the Board.

Section 9.4. Failure to Assess. Any failure by the Board or the Association to adopt an annual budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 9.5. Remedies Cumulative. The dispute resolution procedure set forth in Article 16 shall be the sole procedure utilized in resolving disputes relating to assessments. However, the remedies provided for herein are cumulative, and the Board may pursue them either concurrently with such procedure or in any order the Board so desires.

ARTICLE 10

FAILURE TO INSIST ON STRICT PERFORMANCE; NO WAIVER

The failure of any interested party in any instance to insist upon strict compliance with the Development Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be deemed a waiver of said breach. No waiver of any requirement shall be effective unless expressed in writing and signed by the party waiving such requirement.

ARTICLE 11

LIMITATION OF LIABILITY

Section 11.1. General Limitation. So long as a Board member, Association committee member, Association officer and/or the Declarant (including any of its agents) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

Section 11.2. Specific Limitation Related to Personal Liability of Certain Persons. Each Owner, in addition to the other limitations contained herein and not to the exclusion of any other limitation, agrees that no member of the Board or any committee of the Association, or any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE 12

MORTGAGE PROTECTIONS

Section 12.1. Mortgage Protection: General Requirements. A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any Mortgage now or hereafter executed upon the Property or a portion thereof; provided, however, that if any portion of the Property is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all Property purchased subject to all of the provisions of this Declaration.

Section 12.2. Mortgagee's Obligations as to Assessments. Each holder of a First Mortgage (including any purchaser from such holder) on a Lot who comes into possession of a title to said Lot by virtue of foreclosure of the Mortgage, shall take the Lot free of unpaid claims, assessments and charges and shall not be liable for any unpaid claims or assessments and charges against the Lot that accrue prior to the time of such possession or acquisition of title, whichever occurs first.

Section 12.3. Mortgagee's Right to Pay Charges. A First Mortgagee may pay charges that are in default and that may or have become a charge against any Common Area (including Limited Common

Area) and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. A First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

Section 12.4. Mortgagee's Lien Superior to that of Association. Any lien which the Association may have on any Lot for the payment of assessments attributable to such Lot shall be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date that such assessment lien is duly recorded.

Section 12.5. Notices to Mortgagees. Any Mortgagee may file with the Secretary of the Board a written request that it be given copies of notices. Until such request is withdrawn or the Mortgage is satisfied, the Board shall endeavor to send to the requesting Mortgagee a copy of all documents sent to the Owner of the mortgaged property. Holders of First Mortgages who have requested notices shall be entitled to prompt notice of any default in an Owner's obligations under the Development Documents of the Project that is not cured within thirty (30) days of the date of default. The provisions of this Section shall prevail over any inconsistent or contrary provisions in the Development Documents. Specifically, the Board will strive to send the following notices, in writing, to any Mortgagee if requested in writing:

Section 12.5.1. Mortgagee's Notice of Change. Notice of any material change in the Declaration, which notice shall be given thirty (30) days prior to the effective date of such change; and

Section 12.5.2. Mortgagee's Notice of Default. Notice of any default in Owner's obligations under the Development Documents, which default is not cured within thirty (30) days of the date of default.

Section 12.6. Mortgagee's Right to Inspect Records. Notwithstanding any language contained in the Development Documents to the contrary, Mortgagees shall have the right to examine the books and records of the Association upon providing reasonable notice.

ARTICLE 13

SEVERABILITY

The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

ARTICLE 14

EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 15

ASSIGNMENT BY DECLARANT

Section 15.1. Declarant's Right to Assign. The Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by the Declarant and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

Section 15.2. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any Person, which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing their intent in writing to accept such assignment and assume such duties, he shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by the Declarant herein. In the event of such assignment, the Declarant shall be released from any liability from the date of assignment forward.

Section 15.3. Termination of Responsibility. In the event that the Declarant shall convey all of the Declarant's right, title and interest in and to the Project to any Person, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person shall be obligated to perform all such duties and obligations hereunder.

ARTICLE 16

DISPUTE RESOLUTION PROCEDURES

Section 16.1. Exclusive Dispute Resolution. The Owners, Association and the Declarant (the "Parties") agree that the only method for settling disputes between them arising from the provisions of the Development Documents shall be as is set forth below.

Section 16.2. Waiver of Right to Litigate. The Parties hereby irrevocably waive any and all rights to resolve a dispute in any manner which is contrary to the provisions of this Article, including the right of trial by jury. The Parties shall at all times conduct themselves in strict, full, complete and timely accordance with the terms of this Article 16 and all attempts to circumvent the terms of this Article 16 shall be absolutely null and void and of no force or effect whatsoever.

Section 16.3. Mediation. Mediation shall precede any arbitration proceeding initiated under this Article 16. Any Owner or the Association may call for the mediation of any dispute arising from the provisions of the Development Documents. The mediation shall occur in accordance with Rule 37.1 of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. The particular mediator shall be nominated by the Party requesting mediation within ten (10) days of delivery of a notice of dispute to the Board. If the Parties agree on a mediator, the mediation shall be held as soon as is practicable. If the Parties do not agree on a mediator within twenty (20) days of delivery of the notice of dispute to the Board, then the Administrative District Judge for the First Judicial District of the State of Idaho shall name the mediator. Every Party shall enter into the mediation in good faith to resolve any dispute. The Parties to the dispute at hand shall each deposit with the mediator, prior to the session, an equal share of the cost of mediation, except in a case of where the Association is a Party and the Board, its committee or authorized agent has determined that a violation of the Development Documents occurred, assessed a fine or denied an improvement. In those events or where an assessment was not paid by the disputing Owner, the entirety of the mediation cost shall be paid by the Owner contesting the Association's actions.

Section 16.4. Arbitration. In the event that any dispute remains unresolved following mediation, then any Party to the mediated dispute may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a dispute. Within ten (10) days of the appointment of said arbitrator, the other Party(ies) shall either agree to the single arbitrator or shall appoint a similarly qualified arbitrator within ten (10) days. If the two (2) arbitrators are so selected within such

time period, the two (2) arbitrators shall select a third arbitrator. The case shall be guided by Commercial Rules of the American Arbitration Association, unless the arbitrator(s) shall determine to vary such rules for time and cost effectiveness. In the event that any Party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided by the Administrative District Judge for the First Judicial District of the State of Idaho in order to assure a rapid arbitration of the matter. The board of arbitrators by majority rule or the single arbitrator shall settle all disagreements, and the ruling of the arbitrator(s) shall be the final and binding resolution of the matter. The decision of the arbitrator(s) shall be given the same weight as a judgment and may be confirmed as a judgment by any Party.

16.4.1. Pre-Decision Arbitration Procedures. The arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator(s); however, the speedy and cost-effective resolution of the dispute shall guide that decision. The arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchanges of summaries of testimony of proposed witnesses and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery that the arbitrator(s) determines to be reasonable under the circumstances.

16.4.2. Arbitration Hearing. The arbitration shall be conducted in Kootenai County, Idaho. The Parties may represent themselves or be represented by legal counsel. The Parties may offer such evidence as is relevant and material to the dispute. The arbitrator(s) shall be the sole judge of relevance and materiality.

16.4.3. Governing Law. In rendering a decision, the arbitrator shall determine the rights and obligations of the Parties according to the terms and provisions of the Development Documents and the laws of the State of Idaho.

16.4.4. Arbitration Decision. The arbitrator(s) shall issue the written decision as soon as reasonably possible following the conclusion of the arbitration hearing, but in any event, not later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn therefrom. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The decision of the arbitrator(s) shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with the Idaho Uniform Arbitration Act, may thereafter confirm it as a judgment.

16.4.5. Attorney Fees and Costs. In disputes where the Association is a Party and the issue involves a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, the arbitrator(s) shall award costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, to the Association if the Association is the prevailing party. If the Association is a party because of a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, and the Association does not prevail, then each party shall pay their respective

costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, as determined by the arbitrator(s) in his discretion. If the Association is not a party, then the arbitrator(s) may award costs and fees as deemed appropriate to discourage frivolous or unnecessary arbitrations.

Section 16.5. Payment of Fine, Costs or Elimination of Violation. In the event that the decision of the arbitrator(s) is in favor of the Association and an Owner must pay a fine, costs or eliminate a violation of the Development Documents, then the Owner shall comply with the order of the arbitrator(s) within ten (10) days following the issuance of the arbitration decision. If the Owner fails to voluntarily comply with the arbitration decision, then in addition to the decision, the Owner shall pay interest on any monetary award at the statutory rate set forth in Idaho Code 28-22-104(2) or any successor statute. In addition, and not in substitute for any other remedy set forth herein, a non-prevailing Owner shall pay all attorney fees and costs, when billed to the Association, related to reduction of the arbitration award to judgment, for collection of a monetary award and/or enforcement of a non-monetary award.

Section 16.6. No Effect on Other Rights. This Article shall have no effect and shall not in any manner impair the rights of the Association set forth in Article 9 or the Association's lien rights. In the event that a lien is pursued by the Association, the arbitrator(s) shall have the authority to decide matters relating thereto to the fullest extent granted by Idaho law. All other lien related matters shall be decided by the District Court for the First Judicial District of the State of Idaho.

ARTICLE 17

PROPERTY USE, MAINTENANCE AND RESTRICTIONS

Section 17.1. General Restriction. The Property will be used only for the purposes set forth in this Declaration, as permitted by the ordinances of the City of Post Falls, the laws of the State of Idaho and the United States, and as set forth in the Development Documents or any other recorded covenants affecting all or any part of the Property.

Section 17.2. Use of the Lots. Each Dwelling Unit may be used only as a single-family residence and not for any commercial purposes. Commercial uses may only be allowed if approved by the Declarant (if during the Declarant's Control Period) or the Board (if after the Declarant's Control Period), and required even if such proposed use is permitted by the City of Post Falls. Leasing of a Dwelling Unit shall not be considered a commercial purpose within the meaning of this subsection.

Section 17.3. Motorized and Recreational Vehicles. No trailers, motorized or recreational vehicles of any kind, other than passenger automobiles or pickup or utility trucks with a capacity of one tone or less, may be parked, stored or in any manner kept or placed on any portion of the Property, except in an enclosed garage (or parked behind an enclosed and fully fenced yard, provided that the Board does not find the same to constitute a nuisance or be unsightly). This restriction, however, does not prohibit commercial and construction vehicles in the ordinary course of business from making deliveries or otherwise providing services to the Property or to the Declarant or the other Owners. Only currently licensed vehicles shall be on the Property.

No snowmobiles or off-road vehicles will be allowed to operate anywhere in the Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a Lot and shall

be operated in a quiet manner and in compliance with all applicable laws and ordinances. All other starting/operating of motorcycles on the Property is strictly prohibited.

Section 17.4. Parking. No overnight on-street parking shall be allowed in the Project.

Section 17.5. Automobile Repair, Abandoned, Inoperable or Oversized Vehicles. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of the Project, except in the case of emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property. An 'abandoned or inoperable vehicle' is defined as any vehicle that has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this does not include vehicles parked by Owners while on vacation.

Section 17.6. Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board, with the following exceptions:

17.6.1. Political signs shall be allowed subject to the following restrictions:

17.6.1.1. "Political signs" shall mean fixed, ground mounted displays in support of or in opposition to a candidate for office or a ballot measure.

17.6.1.2. No more than one political sign per current candidate or ballot measure may be displayed at any given time.

17.6.1.3. No political sign may exceed five (5) square feet in size.

17.6.1.4. No political sign may be placed within the Common Areas, threaten public health or safety, violate any applicable law or ordinance, be accompanied by sound or music, or attach any other materials to the sign.

17.6.1.5. The Board may adopt additional reasonable rules regarding the time, size, place, number and manner of display of political signs.

17.6.2. Display of "For Sale" signs not exceeding five (5) square feet in size shall be allowed when a Lot is being sold.

17.6.3. This Section shall not apply to the Declarant or the Declarant's agents, lenders and contractors during the Declarant's Control Period—Declarant may post signs without limitation.

Section 17.7. Rules for Animal Control. All pets (mammals, birds, reptiles or living creatures of any kind) kept on any Lot, Common Area or Limited Common Area are subject to this provision.

17.7.1. Right of Removal. The Board may at any time require the removal of any pet that it finds unreasonably disturbs other Owners and may exercise this authority for specific pets even though other pets are permitted to remain.

17.7.2. Limit on Number of Pets. No more than three (3) domestic pets may be kept on

any Lot (excluding contained small animals, which include but are not limited to fish, birds, hamsters and gerbils). Exceptions to this limit may be considered by the Board, upon written request by an Owner, on a case-by-case basis and at the Board's sole discretion.

17.7.3. Leash. All dogs are to be kept on a leash or personally controlled by Owners when off the Owner's Lot and shall be contained when on the Owner's Lot. Dogs shall not be allowed to roam. This restriction applies to all Owners, tenants and guests.

17.7.4. Tied Pets. No pets may be tied up or left unattended outside any residence.

17.7.5. Damage by Pets. Owners are responsible for any damage to Common Areas, Limited Common Areas or other Owners' property caused by their pet or pets brought onto the Property by their guests.

17.7.6. Alterations to Common Areas. Nothing shall be altered or constructed in the Common Areas to house or accommodate pets, except portable, completely removable pet houses, the placement of which must be reviewed and approved in writing by the Board or Committee.

Section 17.8. Yards/Exterior Maintenance. Owners shall keep all yard areas on or adjacent to their Lots free from objects and debris that in any manner detract from the overall aesthetics of the Project, as determined by the Board or Committee in its sole discretion. Yards will be mowed regularly in all seasons (except when snow is present). The exterior appearance of all structures and Dwelling Unit must be adequately maintained in a minimum condition deemed appropriate by the Board or Committee to ensure the overall aesthetics of the Project and the value of the Lots are maintained.

Section 17.9. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Dwelling Unit.

Section 17.10. Window Coverings. Windows shall not be covered with any reflective material, cardboard, Visqueen or other similar material deemed inappropriate by the Board or Committee.

Section 17.11. Noise. No use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound-producing device, so as to be audible to occupants of other Dwelling Units, except for security alarm devices used exclusively for such purposes, will be permitted on any portion of the Property.

Section 17.12. Snow Removal. Snow clearance and/or removal in the Common Areas shall be the responsibility of the Association. Owners shall be responsible for clearance and removal of all snow located within their Lots, including any sidewalk area located adjacent thereto. With respect to such snow removal, Owners shall not clear or remove snow from their Lots onto sidewalks, streets, other Lots or Common Areas within the Property.

Section 17.13. Association Landscape Maintenance. Subject to the Association's assessment rights, landscape maintenance for all Common Areas (including but not limited to mowing of grass, weeding and removal of debris) is the responsibility of the Association.

Section 17.14. Compliance with Laws. Each Owner will comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations

with respect to all or any portion of the Property.

Section 17.15. Camping, Picnicking and Public Assembly. No camping or picnicking will be allowed within the Property. Public assemblies and rallies within the Property are prohibited.

Section 17.16. Nuisance. No obnoxious or offensive activity will be carried on or within the Property, nor will anything be done or permitted which would constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants. Every violation of the Development Documents is deemed a nuisance.

Section 17.17. Renting and Leasing. The Owner of any Lot will have the right to rent or lease the Lot, subject to the condition that all lease or rental agreements are in writing and meet the following requirements.

17.17.1. Tenants shall be made aware of the requirements of the Development Documents and all leases/rental agreements shall be made expressly subject to the same, and incorporated by reference therein. Any failure of a Tenant to comply with the Development Documents will constitute a default under the lease/rental agreement and the Owner hereby grants to the Board and its agents the authority to evict the tenant on the Owner's behalf for such default upon only such notice as is required by law. Should the Board bring an action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorney fees and court costs incurred by the Board. If any lease/rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the agreement and binding upon the Owner and the tenant by reason of the provisions being stated in these Development Documents. Without limiting the foregoing, the Owner shall be liable for any violation of the Development Documents committed by the Owner's tenant.

17.17.2. No lease or rental of a Lot shall be for a term less than thirty (30) days. A copy of every lease shall be delivered to the Board prior to the Lot being leased. No lease or rental of a Lot may be of less than the entire Lot except as part of the operation of a single-family residence, including but not limited to housekeepers, exchange students, nannies, family members or security.

17.17.3. During the period of time an Owner has entered into a lease/rental agreement, the Owner releases his rights to use Common Areas and Limited Common Areas to the tenant unless use of the Areas is specifically assigned to the Owner in the lease/rental agreement.

ARTICLE 18

DURATION AND AMENDMENT

Section 18.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect in perpetuity. Owners, by purchase of Lots, acknowledge their desire to protect the Property through the continuation of this Declaration.

Section 18.2. Amendments to Declaration. This Declaration may be amended at any time by the Declarant during the Declarant Control Period. Upon cessation of the same, this Declaration may be amended by a written instrument recognizing the affirmative approval of such amendment by not less

than two-thirds (2/3) vote of the Members entitled to vote on such matter. However, no such modification shall in any way affect ownership of the Common Areas remaining with the Association, along with its responsibility for the maintenance thereof.

ARTICLE 19

DECLARANT'S SPECIAL PROVISIONS

Section 19.1. Limitation of Restriction. The Declarant is undertaking the work of developing the Project. The completion of the work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a thriving residential development. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

19.1.1. Prevent the Declarant, its contractors or subcontractors from doing whatever is reasonably necessary or advisable on the Project or any Lot in connection with the completion of the Project;

19.1.2. Prevent the Declarant or its representatives from erecting, constructing and/or maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for conducting its business of completing said work, establishing said Project as a community and disposing of Lots by sale, lease or otherwise;

19.1.3. Prevent the Declarant from conducting on any part or parts of the Project its business of completing the work, establishing a plan of ownership and disposing of said Lots by sale, lease or otherwise; or

19.1.4. Prevent the Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof.

So long as the Declarant owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, the Declarant shall be subject to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require the Declarant to fulfill all of the requirements of this Declaration on the Declarant's Lot or Lots, where said Lot or Lots are without buildings and/or are being held for sale or lease. If the Declarant develops and constructs a building on a Lot for the Declarant's own use rather than for lease or sale, then the Lot will become subject to all provisions of this Declaration.

Section 19.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this Declaration or by its continuing participation directly or indirectly in or on the Board, warrant or guarantee enforcement and/or the binding effect of this Declaration nor does the Declarant warrant that all of the Owners' uses of the Property are in compliance with this Declaration. Each purchaser of and/or Designated Successor to the Property does hereby agree to accept all responsibility individually for enforcement of the terms of the Development Documents and to release the Declarant from any liability that might result from not enforcing the Development Documents, including structures and uses that might not conform to the terms of the Development Documents.

Section 19.3. Release and Indemnification of Declarant. The Declarant has created Common Areas for the use of the Owners to be managed by the Association consistent with the Declarant's

transfer of the Declarant's interest in the Common Areas. The Association agrees to hold the Declarant harmless from any liability related to the Common Areas. Furthermore, the Association agrees to indemnify the Declarant from any and all loss and costs related to the Common Areas.

ARTICLE 20

ADDITIONS TO DECLARATION

Section 20.1. Annexation of Phases of Project. Phases may be annexed into the Project and become subject to this Declaration by either of the following methods:

20.1.1. Unilateral Annexation. The Declarant may annex any real estate adjacent to the Property. Such annexed property shall become a part of the Project, subject to the terms of the Development Documents, and subject to the jurisdiction of the Association, without the consent of the Association, so long as:

20.1.1.1. Any annexation pursuant to this subsection is made within thirty (30) years from the date of recordation of this Declaration; and

20.1.1.2. A Declaration of Annexation is recorded prior to any sales to a member of the general public of any Lot in the area to be annexed. The Declaration of Annexation shall include the legal description of the property to be annexed, shall incorporate this Declaration by reference and may contain such additions and/or modifications to this Declaration as may be necessary to reflect the different character, if any, of the annexed property.

20.1.2. Annexation by Approval. Upon the approving vote or written assent of the Declarant (while the Declarant owns any Lot in the Project) and a two-thirds (2/3) affirmative vote of the Members other than the Declarant, an owner of property outside of the Project who desires to add it to the scheme of the terms of the Development Documents and to subject it to the jurisdiction of the Association may record a Declaration of Annexation in the manner described in the preceding subsection and thereby subject said property to the terms of the Development Documents.

ARTICLE 21

EASEMENTS

Section 21.1. Easement Specifically Reserved by Declarant. In addition to any easements reserved on the Plat, the Declarant reserves an access easement over, upon, across, under and through the Common Areas, including Limited Common Areas (if any), and facilities of the Project for the purpose of completing any Improvements, exhibiting and preparing Lots for sale and for the purpose of developing any contiguous land owned by the Declarant.

Section 21.2. Power of Association to Grant Easements. The Association shall have the right to grant easements over, upon, across, under or through any portion of the Common Areas, including Limited Common Areas, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

ARTICLE 22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 20

MISCELLANEOUS PROVISIONS

Section 22.1. Constructive Notice and Acceptance. Upon recording of this Declaration, every Person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has conclusively consented and agreed to every covenant, condition and restriction contained in the Development Documents. This conclusive acceptance shall occur regardless of whether or not any reference to the Development Documents is contained in the instrument by which such person acquired an interest in the Property.

Section 22.2. Agreement or Conveyance in Violation of Declaration. Any deed, lease, agreement, conveyance, contract or other instrument or action in violation of the terms of the Development Documents shall be void and may be set aside by the Declarant or the Association.

Section 22.3. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

Section 22.4. Entire Covenant. The Development Documents are the entirety of the covenants, conditions and restrictions affecting the Project. There are no other verbal or other agreements or matters that vary the terms of the Development Documents. The Development Documents shall not be altered except as specified in the Development Documents and in accordance with Idaho law.

Section 22.5. Interpretation. The Development Documents shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant and the Association. Definitions found in this document shall guide all interpretations. Any court or jurisdiction that should be called upon to interpret the Development Documents shall give weight to the Board's interpretations of the same terms and conditions in order to encourage consistency within the Project.

Section 22.6. Conflict Among Development Documents. If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given (in order of priority) to any recorded Declaration of Annexation, Articles of Incorporation, Bylaws and lastly, the Rules and Regulations.

Section 22.7. Consistency with Federal Housing Authority and Secondary Market Restrictions. This Declaration is intended to be consistent with federal and state laws and regulations as required for the lending of money for homes and for the sale of Mortgages of such homes in the secondary market. In the event of any conflict between the Development Documents and federal or state regulations or guidelines, then the Declarant may unilaterally, during Declarant's Control Period and at its sole option, amend the conflicting provision(s) in order to eliminate the conflict.

Dated this 8th day of September, 2020.

"Declarant"
AMERICAN CREW BUILDERS, LLC


Nathaniel Grossglauser, Member

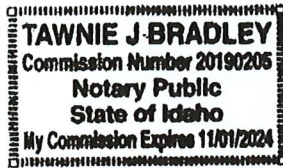
STATE OF IDAHO)

) SS.

County of Kootenai)

On this 8 day of September, 2020, before me personally appeared Nathaniel Grossglauser, a Member of American Crew Builders, LLC, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he voluntarily executed the same on behalf of American Crew Builders, LLC.

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



NOTARY PUBLIC for the State of Idaho
Residing at CLARK, ID
Commission Expires 11-1-24

Residing at

Commission Expires

EXHIBIT "A"

The following real property is subject to the foregoing Declaration of Covenants, Conditions and Restrictions for Gabrio Estates:

[LEGAL DESCRIPTION]

EXHIBIT A

Gabrio Estates

LEGAL DESCRITPION

The North half of Tract's 95 and 96, together as one parcel, of the "Plat #5, Green Acres Irrigation District", recorded in Book 'B' of Plats at Page 70, records of Kootenai County, located in the Southeast Quarter of Section 32, T51N, R5W, B.M., Kootenai County, Idaho, described as follows:

Commencing at the East Quarter Corner of said Section;

Thence, along the easterly line of said section S 0°33'55" W, 658.98 feet;

Thence leaving said easterly line , N 89°26'05" W 25.00 feet to the Northeast corner of said Tract 96;

Thence along the northerly line of said Tract 96, N 88°18'11" W, 30.01 to the **Point of Beginning**:

Thence South 0°33'55" West, 319.75 feet;

Thence North 88°19'03" West, 605.79 feet westerly line of Tract 95 of said Plat;

Thence along said westerly line North 0°35'34" East, 319.90 feet to the northwest corner of said Tract;

Thence along said northerly line South 88°18'11" East, 605.64 feet to the **Point of Beginning**.

Containing 193,686 square feet 4.446 Acres, more or less.





Coeur d'Alene MLS



Coeur d'Alene MLS



Coeur d'Alene MLS



Coeur d'Alene MLS



From: noreply@civicplus.com
To: [Public Hearing Notice](#)
Subject: Online Form Submittal: Submit Written Public Testimony
Date: Tuesday, January 28, 2025 7:37:20 AM

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.

Submit Written Public Testimony

To submit written testimony for the Planning and Zoning Commission or City Council, please ensure your testimony is submitted at least 4 business days before the hearing. It will be entered into the public record and reviewed like in-person testimony.

For land use hearings, the Planning and Zoning Commission and City Council can only consider comments related to the adopted review criteria. In your testimony, please focus solely on the criteria below:

Review Criteria

- [Annexation Review Criteria \(PDF\)](#)
- [Planned Unit Development \(PUD\) Review Criteria \(PDF\)](#)
- [Special Use Permit \(SUP\) Review Criteria \(PDF\)](#)
- [Subdivision Review Criteria \(PDF\)](#)
- [Variance Review Criteria \(PDF\)](#)
- [Zone Change Review Criteria \(PDF\)](#)

First Name	Debi
Last Name	Vocca
Address	2893 W Echo Dr.
Email Address	dvocca@msn.com
City	Post Falls
State	Idaho
Zip Code	83854
Public Hearing	Gabrio Estates Duplexes Zone Change
Select Hearing Body	City Council

Please Provide Your
Position on the Public
Hearing

Opposed

Comments

Please deny this request for putting multi-family dwellings in this area/neighborhood. The request is not for the benefit of the community but only serves to profit the developer. The area of Post Falls has grown at a very fast pace and is now flooded with many housing options. I don't see how more rental properties will improve our area. This area of Post Falls is still mostly rural and the people that live here enjoy that. The city should consider keeping land more rural/less crowded for future generations to enjoy. Post Falls should be an area with options for different properties for families to enjoy. The current Future Land Use Map needs to be updated as it was created before all the development in our area. The criteria for zoning designations is ever changing and the city should use a conservative approach in approving zoning changes. Please consider the interests of the current homeowners in this area before the interests of the developer. Thank you.

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**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Anna Staal, Planner 1

SUBJECT: Killdeer Annexation File No. ANN-24-4

ITEM AND RECOMMENDED ACTION:

This agenda item is a public hearing on a request to annex an approximately 4.89-acre parcel located at 2640 E. Killdeer Avenue and the related annexation agreement. The hearing also addresses a request to zone the parcel as Single-Family Residential (R-1). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.89-acres and if the adopted zone change criteria have been met for zoning designation of Single-Family Residential (R-1).

DISCUSSION:

The applicant, Lake City Engineering, Inc., is requesting the City Council annex an approximately 4.89-acre parcel, located at 2640 E. Killdeer Avenue, and zone the property as Single-Family Residential (R-1). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On October 11th, 2024, the Planning and Zoning Commission recommended that the City Council approve the proposed zoning request of Single-Family Residential (R1).

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CC Killdeer Annexation Staff Report (ANNX-24-4)
2. Exhibit PA-8 DEQ Comment
3. Exhibit PA-9 PFHD Comment
4. Exhibit PA-10 ITD Comment_CC_Killdeer Annexation
5. Exhibit PC-3 Sibley_Hearing Comment
6. Exhibit PC-4 Rough_Hearing Comment
7. Exhibit PC-5_Lane Comment
8. Exhibit PC-6_Brady Comment
9. CC Killdeer Annexation Powerpoint (ANNX-24-4)

**CITY OF POST FALLS
AGENDA REPORT**

DATE: JANUARY 16, 2025

TO: POST FALLS CITY COUNCIL

FROM: ANNA STAAL, PLANNER 1 • astaal@postfalls.gov • 208-457-3336

SUBJECT: STAFF REPORT FOR THE FEBRUARY 4, 2025, CITY COUNCIL MEETING –
KILLDEER ANNEXATION FILE NO. ANN-24-4

INTRODUCTION:

Lake City Engineering, Inc. is requesting, on behalf of Northern Lights Development, LLC, the property owner, approval to annex approximately 4.89-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1) (Exhibit A-2). The City Council must conduct a public hearing to review the proposed zoning and annexation per the per the Legislative review criteria for annexations and the Quasi-Judicial Zone Change review criteria contained in Post Falls Municipal Code Section 18.20.100.

Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: Killdeer Annexation File No. ANN-24-4

Owner(s): Northern Lights Development, LLC, 179 E. Wilbur Avenue, Dalton Gardens, ID 83815

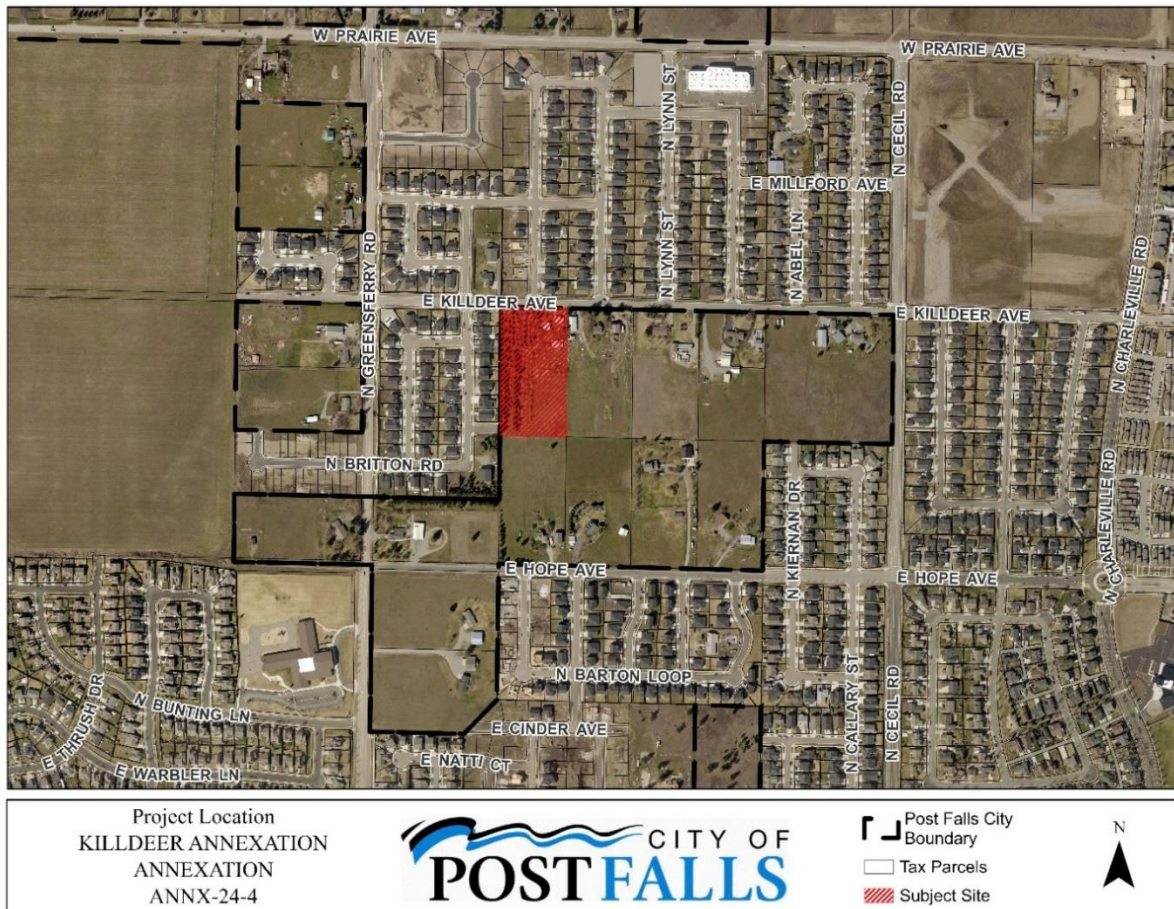
Applicant: Lake City Engineering, Inc., 126 E. Poplar Avenue, Coeur d'Alene, ID 83814

Project Description: Annex approximately 4.89-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1).

Project Location: The property is located at 2640 E. Killdeer Avenue.

AREA CONTEXT (proposed site hatched red below):

Area Context Vicinity Map



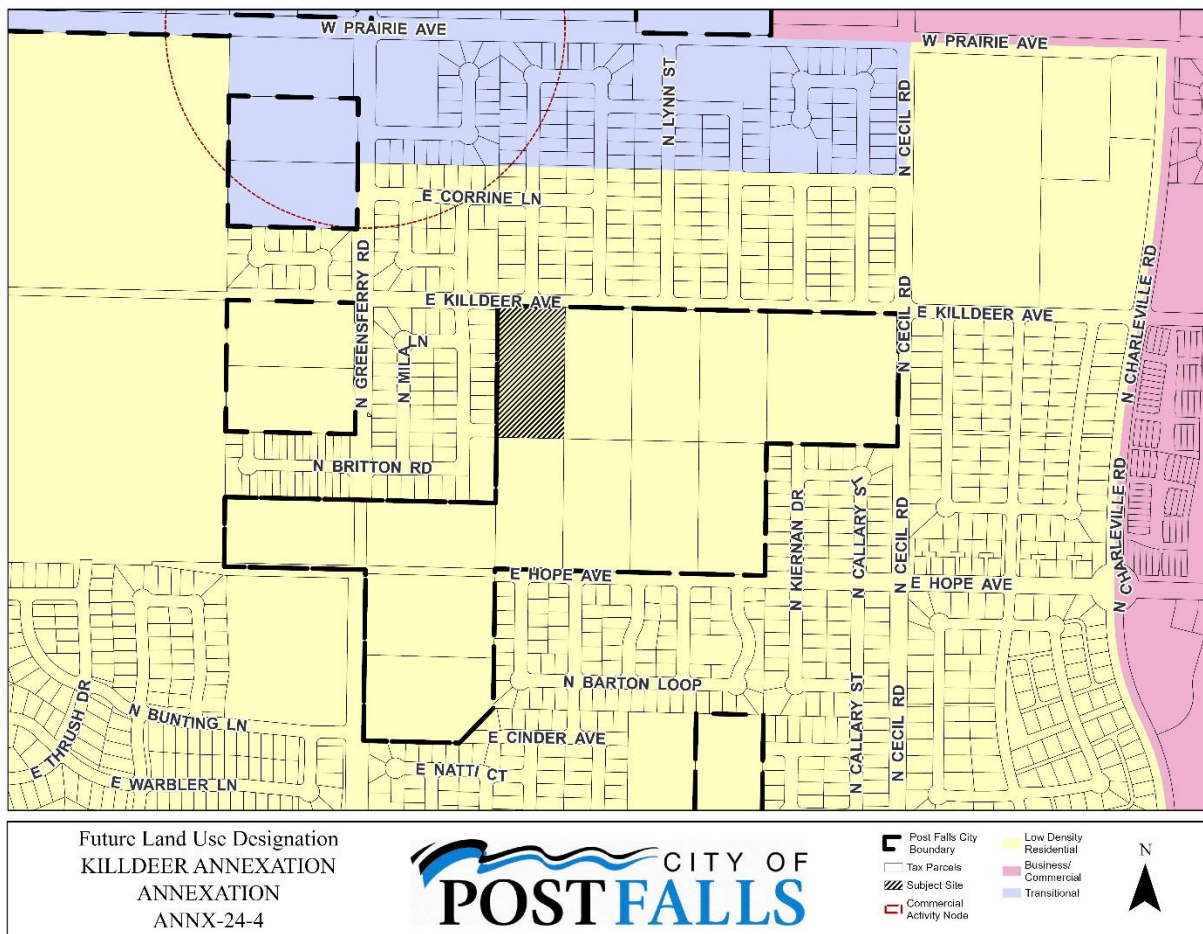
Surrounding Land Uses: Located to the north across E. Killdeer Avenue is the Green Meadows 1st Addition Single-Family residential subdivision. Directly west of the subject site is Green Meadows Single-Family residential subdivision. There are large lot single-family residential uses to the south and east that are within Kootenai County. Land uses surrounding the site are predominantly single-family.

EVALUATION OF ZONING APPROVAL CRITERIA:

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

ZONE CHANGE REVIEW CRITERIA**1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**

The Future Land Use Map classifies this property with the land use designation of **Low-Density Residential** (See Following Image). This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher traffic volumes, and/or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods. The following are the Implementing Zoning Districts: R-1-S, R-1, R-2, RM, SC3, Per Focus Area.



The proposed annexation is located within the 41 North Focus Area, which states the following: The Highway 41 corridor promises to rival Seltice in terms of importance as a retail, mixed-use residential, and services district. The 2016 Highway 41 Corridor Master Plan calls for the creation of "collector" and "backage roads" parallel to 41 to aid the corridor's suitability for mixed-use development. These, the plan envisions, will allow 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. Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully-designated land uses incorporating trails and an interconnected, walkable street network. Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services.

The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

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

Staff Comment: The proposed Single-Family Residential (R1) zone aligns with other surrounding zoning districts and is an implementing zoning district within the future land use designation. A quarter mile to the northwest of this project, the Prairie Ave. and Greensferry Rd. intersection has been identified as a commercial node in the comprehensive plan. The commercial node is an opportunity for future commercial services and employment opportunities in proximity to the proposed residential zone. The Hwy 41 commercial corridor located just under one mile to the east will offer similar services and employment opportunities in the future. Approximately a third of a mile to the east is a future community park, which will provide recreation opportunities for future and current residents. The proximity of these additional rooftops may assist developing interconnected and walkable community.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;

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

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

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

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

Goal 15: Maintain and Improve the City's water and sewer infrastructure, anticipating future needs regarding population and regulatory conditions.

Staff Comment: Provision of clean, safe water and responsible treatment and disposition of wastewater are essential services for any community. Post Falls recognizes the extreme value of potable water and wastewater treatment as relates to its future, and working with all providers, pledges to manage provision of water and wastewater services, sustaining growth and community vitality

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

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

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: Existing uses surrounding the subject site are predominantly the same use that is being requesting, single-family homes.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located in the adjacent Killdeer Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

The Site is currently provided water service from the Ross Point Water District.

- Existing and future traffic patterns.

Staff Comment: The property's northern boundary is adjacent to Killdeer Avenue, a classified Minor Collector roadway providing connectivity between Greensferry Road (Minor Arterial) and Cecil Road (Major Collector). Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Killdeer Avenue – Minor Collector, 80-foot road rights-of-way, as measured from the existing northern rights-of-way line for Killdeer Avenue. Along with a 10-foot sidewalk, drainage, and utility easement to be provided adjacent to the dedicated rights-of-way.

- 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 of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

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

- Surrounded by incorporated areas.

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

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer and water infrastructure (Ross Point Water) is located adjacent to the property. The City has capacity and is willing to provide sewer service to the site.

Killdeer Avenue is a classified Minor Collector with constructed urban improvements to the west and along the north side of the roadway. Dedications of rights-of-way and easement would aid in accommodating the completion of missing improvements within the county island section.

- That support increased development intensity near the urban core.

Staff Comment: The location of the proposed annexation is not near the urban core.

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 and will be followed for this proposal.

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(s) and easement(s) would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site currently within the County.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along E. Killdeer Avenue.

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

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways for both E. Killdeer Avenue.

Policy 45: Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

Staff Comment: Dedication of additional rights-of-way and associated easements have been previously addressed and will be 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. Per Idaho Code, no Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision. 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.

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

services.

Staff Comment: The property is abutting the City of Post Falls on the western and northern sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water reclamation facilities adjoining the site.

Rights-of-way for Killdeer Avenue, adjacent to the site, are owned and maintained by the City of Post Falls. Urban transportation improvements exist along the northern side of Killdeer Avenue and to the west.

Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

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

Staff Comment: Frontage improvements associated with future development or subdivision, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and retained where feasibility allows, and any new proposed trees will help achieve the below bulleted items.

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

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city" at this point in time.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality

Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PLANNING & ZONING COMMISSION PUBLIC AGENCY COMMENTS:

- Exhibit PA-1 Post Falls School District – Remains neutral
- Exhibit PA-2 Kootenai County Fire & Rescue – Will comment during permit process
- Exhibit PA-3 Yellowstone Pipeline Co. – No impact
- Exhibit PA-4 Post Falls Police Department – Remains neutral
- Exhibit PA-5 Post Falls Highway District – No comment
- Exhibit PA-6 Department of Environmental Quality – No comment at this stage
- Exhibit PA-7 Idaho Transportation Department – No comment

PUBLIC PROCESS: On October 24, 2024, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Single-Family Residential (R1) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation dated December 10, 2024, includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on January 16, 2025 and mailed to property owners within 300 feet of the proposed project on January 14, 2025. Notice has been published in the Coeur d'Alene Press on January 16, 2025. The property will be posted by January 24, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.89-acres and if the adopted zone change criteria have been met for zoning designation of Single-Family Residential (R1). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

- Exhibit A-1 Annexation Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map
- Exhibit A-4 Owner Authorization

Staff Exhibits:

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

Exhibit S-4 P&Z Minutes
Exhibit S-5 P&Z Reasoned Decision
Exhibit S-6 Annexation Agreement

Planning & Zoning Commission Public Hearing Testimony:

Exhibit PA-1 PFSD Comments
Exhibit PA-2 KCFR Comments
Exhibit PA-3 YPL Comments
Exhibit PA-4 PFPD Comments
Exhibit PA-5 PFHD Comments
Exhibit PA-6 DEQ Comments
Exhibit PA-7 ITD Comments
Exhibit PC-1 Blood Comments
Exhibit PC-2 Brady Comments

City Council Public Hearing Testimony:

Awaiting Comments

Annexation

ANNX-24-4

Submitted On: Jun 27, 2024

Applicant

 Lake City Engineering, Inc.
 (208) 676-0230
 admin@lakecityengineering.com

Primary Location

Point Location: 47.7408, -116.9132

Application Information

Did an Annexation Pre-app take place?

Yes

Applicant Type

Engineer

Description of Project/Reason for Request

Annexation of 4.89 acres into the City of Post Falls.

Existing Zoning

Agriculture (County)

Adjacent Zoning

Agriculture (County); R-1

Current Land Use

Residential

Adjacent Land Use

Residential

Proposed Zone

R-1

Owner Information

Name

Northern Lights Development, LLC

Company

--

Phone

208-772-4083

Email

michael@hallmarkhomescda.com

Address

179 E. Wilbur Avenue

City, State, Zip Code

Dalton Gardens, ID 83815

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.

true

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

true

Killdeer Annexation

Project Narrative

City of Post Falls, Idaho

June 2024



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

INTRODUCTION

We are hereby requesting the annexation of approximately 4.89 acres into the City of Post Falls. The subject property is located 0.2 miles East of the intersection of Greensferry Road and Killdeer Avenue, on the South side of the road.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel #:	0-6360-25-023-AB
Parcel Area:	4.89 acres
Total Annexation Area:	4.89 acres
Legal Description:	West 1/2 of Tract 23, Block 25 of Post Falls Irrigated Tracts, in the Northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.
Proposed Zoning:	Single-family Residential (R-1)



Figure 1: Vicinity Map

REVIEW CRITERIA

Annexations are intended to be a logical and orderly expansion of the City and allow for the increased efficiency and economic provisions of public services. In order to ensure orderly development that would benefit the community, the review criteria listed below have been established by City Staff. The Applicant believes this Annexation request is in the best interest of the City of Post Falls, and the review standards are addressed as follows:

1) *Consistent with Future Land Use Map and Focus Area*

The City of Post Falls Future Land Use Map labels this property as Low-Density Residential, which, according to the City of Post Falls Comprehensive Plan (adopted July 2020), is assigned to lands suitable for all types of single-family residential uses up to eight dwelling units per acre. The proposed zoning classification of single-family residential (R-1) is an implementing zoning district and fits well with the intended future uses for the subject property. This parcel also lies within the 41 North Focus Area, which the Comprehensive Plan envisions will ease the transition between the highway and lower-intensity residential development that's expected to occur to the East and West. The subject property is located on the westernmost edge of this Focus Area, adjacent to the Green Meadows subdivision and across the street from the Green Meadows 1st Addition subdivision. Allowing this property to be developed into R-1 residential will increase pedestrian connectivity and access to nearby trails and parks in the Tullamore subdivision located just to the East.

2) *Consistent with the Goals and Policies found in the Comprehensive Plan*

The City of Post Falls Comprehensive Plan is the guiding document for annexation and zoning classification requests. It is important that land use decisions meet or exceed the goals, policies and actions as outlined in the Comprehensive Plan. The subject property is designated as Low-Density Residential and lies in the 41 North Focus Area. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification. Additional commentary is located below each goal or policy as appropriate.

GOALS

- G.02 *Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.*

Comment: The proposed zoning designation complies with the Future Land Use Map, and this project will provide additional housing options for the growing community. Utilities are currently in place within Killdeer Avenue and are anticipated to have adequate capacity to serve the proposed use. The additional improvements needed for the project will be the responsibility of the Developer to provide.

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

Comment: The development of this property will be in accordance with adopted standards and regulations adopted by the City of Post Falls. The proposed project will provide additional, much-needed housing for existing and future residents who are looking for a safe, aesthetically pleasing, and pedestrian-friendly neighborhood with connectivity to the Green Meadows subdivision to the East via Luverne Lane. This is an infill annexation wherein the subject property is surrounded by existing residential neighborhoods.

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

Comment: The annexation and requested zoning designation are in accordance with the City's Master Plans, the Comprehensive Plan and City Code, and are in line with the current growth patterns stretching North along the nearby Hwy 41 corridor and East along Killdeer Avenue. The proposed residential zoning will provide additional housing for residents and connectivity with the surrounding community.

POLICIES

- P.01 *Support land use patterns that:*
- *Maintain or enhance community levels of service;*
 - *Foster the long-term fiscal health of the community;*
 - *Maintain and enhance resident quality of life;*
 - *Promote compatible, well-designed development;*
 - *Implement goals and policies of the comprehensive plan, related master plan and/or facility plans*
- P.02 *Apply or revise zoning designations with careful consideration of factors including:*
- *Future land use mapping;*
 - *Compatibility with surrounding land uses;*
 - *Infrastructure and service plans;*
 - *Existing and future traffic patterns;*
 - *Goals and policies of the comprehensive plan, related master plan and/or facility plans*
- P.03 *Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

Comment: The proposed infill annexation and subsequent development will be compatible with surrounding land uses and will be in accordance with all approved City Master Plans. Residents living in the project will enjoy aesthetically pleasing housing adjacent to existing subdivisions. The subject

property is also within walking or biking distance of the Tullamore Subdivision, which contains several parks and recreational opportunities.

- P.08 *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*
- P.09 *Encourage Annexation of County “islands” within the City, with priority given to areas:*
- Surrounded by incorporated areas
- That have readily available service infrastructure and capacity;
- That support increased development intensity near the urban core.
- P.14 *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*
- P.15 *Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.*

Comment: The proposed annexation will be in accordance with all City of Post Falls and State of Idaho statutes, codes and requirements. The subject property is part of a County island consisting of a dozen parcels of land situated in the middle of multiple residential subdivisions. The conversion of the existing dilapidated single-family residence and under-utilized piece of land into multiple single-family lots that support workforce housing options will benefit a variety of existing and future residents.

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

Comment: All development will be in accordance with City of Post Falls and Ross Point Water District standards and requirements. Minimal off-site, or additional, infrastructure will be required to be extended to serve the proposed project.

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

Comment: Although the subject parcel itself does not allow for additional public parks or community open space because of the size of the property, the planned development will effectively utilize the private space it occupies and will beautify an otherwise mostly vacant piece of land. The subject parcel is also within walking and biking distance to the multiple parks and open spaces in the Tullamore neighborhood.

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

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

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

Comment: The proposed annexation and development will not adversely impact the existing Levels of Service (LOS) as identified in City Master Plans. All utilities are within adjacent Killdeer Avenue and are available to service the project. Infrastructure such as sidewalks, curb, street trees and swales at the northern and southern ends of the parcel will beautify the vacant land and improve the overall walkability to existing developments to the West and future developments to the East.

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

P.45 *Guide annexation decisions guided by and considering:*
- *Master plans for water, sewer, transportation, parks, schools and emergency services;*
- *Provision of necessary rights-of-way and easements;*
- *Studies that evaluate environmental and public service factors;*
- *Timing that supports orderly development and/or coordinated extension of public services;*
- *Comprehensive plan goals and policies.*

Comment: Utilities with the capacity to serve the project already exist within adjacent Killdeer Avenue. This project will be developed in accordance with all applicable City of Post Falls Master Plans and requirements for annexations and infrastructure.

P.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.*

Comment: The proposed development will include a variety of landscaping, street trees and grassy swales that will beautify the environment and provide shade and habitat.

P.106 *Encourage cooperation between local water districts and the City, supporting planning for and provision of services concurrent with community needs.*

Comment: Ross Point Water District will provide both irrigation and domestic water needs. They currently have the willingness and capacity to serve the proposed project.

3) Demonstrable Adverse Impacts

The property is zoned Agriculture in Kootenai County and currently contains an older single-family residence and outbuildings in the northeastern corner of the parcel, a multitude of tree-farm style plantings on the western half, and mostly vacant, under-utilized land on the eastern half. It lies on the edge of a section of rapidly developing and changing section of Post Falls and is part of a County island. The subject property is surrounded by residential uses.

The proposed zoning of R-1 is not anticipated to create any adverse impacts on the delivery of public services, largely because it's a smaller infill project with all utilities already located in the adjacent Killdeer Avenue and available to serve the subject property. When added to the other surrounding residential subdivisions such as Pradera, Terra Vista and Corbin Meadows, the proposed annexation and subsequent development will only serve to increase access and connectivity options for new and existing residents, both through this future development and to other neighborhoods and businesses down the street.

Exhibit A-3



LEGEND
 — x — EXISTING CITY LIMITS
 — [] — ANNEXATION BOUNDARY

0 100 200 400
 SCALE: 1" = 400'



126 E. POPLAR AVENUE
 COEUR D'ALENE, IDAHO 83814
 PHONE: 208.676.0230
 WWW.LAKECITYENGINEERING.COM

KILLDEER ANNEXATION

ZONING MAP

DESIGNED BY:	DCD
DRAFTED BY:	SMA/TCD
SCALE:	1" = 400'
DATE:	06/10/2024
JOB NO:	24-027
FILE:	24-027 ZONING EXB.dwg

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

June 26, 2024

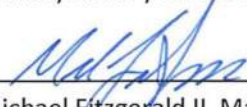
ATTN: Planning Department

RE: Parcel # 0-6360-25-023-AB

To Whom It May Concern,

I hereby authorize Lake City Engineering, Inc. and Northern Lights Development, LLC to act as the Authorized Agents for matters related to the above referenced project.

Thank you for your time and consideration in this matter.



Michael Fitzgerald II, Manager
Northern Lights Development, LLC

6.27.24

Date

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 27 day of June, 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Michael Fitzgerald II, a Manager of Northern Lights Development, LLC, known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

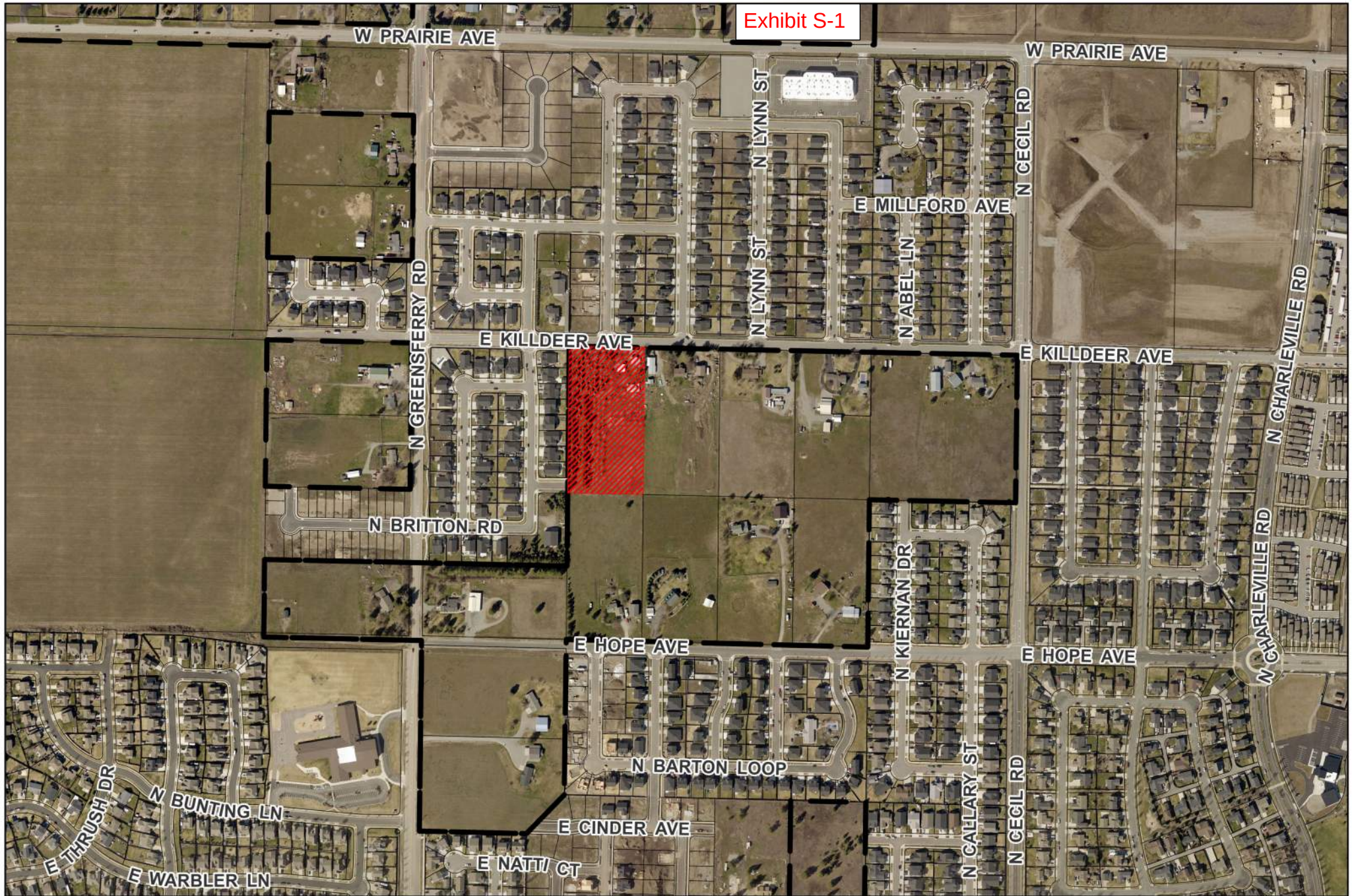




Notary Public

Residing at: Hayden, Idaho

My Commission Expires: 2-22-28



Project Location
KILLDEER ANNEXATION
ANNX-24-4



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



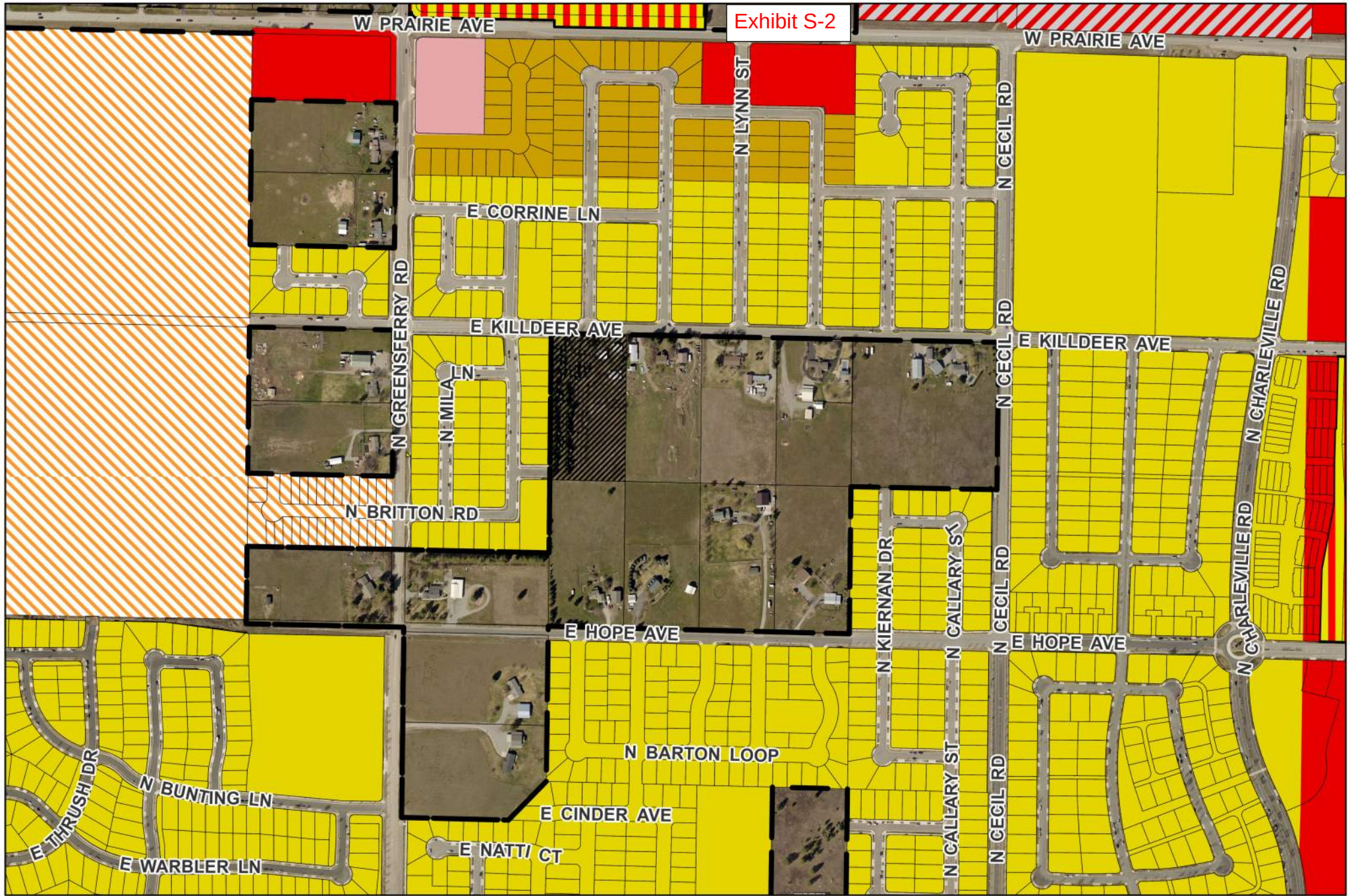


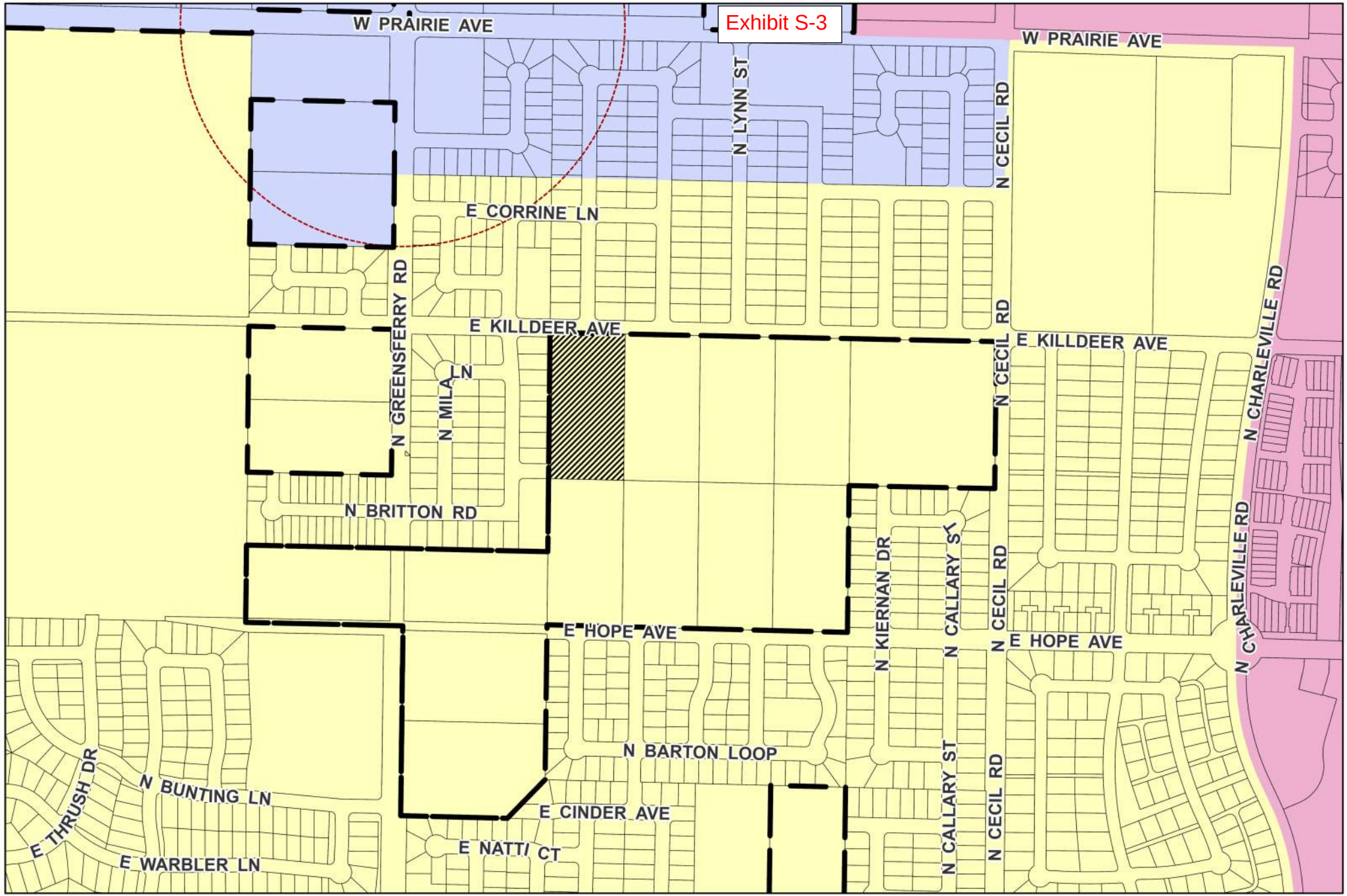
Exhibit S-2

Zoning Map
KILLDEER ANNEXATION
ANNEXATION
ANNX-24-4



- | | |
|--------------------------|-----|
| Post Falls City Boundary | TM |
| Tax Parcels | LC |
| Subject Site | RM |
| CCM | R-1 |
| CCS | R-2 |





Future Land Use Designation
 KILLDEER ANNEXATION
 ANNEXATION
 ANNEX-24-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Commercial Activity Node

- Low Density Residential
- Business/Commercial
- Transitional





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**October 24, 2024
5:30 PM**

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Walton, Hampe, Steffensen, Schlotthauer, Wilhelm

Excused: Kimball, Carey

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

ACTION ITEM

None

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

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. P&Z Workshop Minutes 09-11-2024

~~record stating that there would be a demonstrable adverse impact. All public services are available adjacent to this property and a water will serve letter was received.~~

~~Testimony~~

~~In Favor: None~~

~~Neutral: None~~

~~In Opposition: None~~

~~Schlotthauer: Requested a copy of the goals and policies for the Commissioners to reference in the future.~~

~~Gabbert: We will update in the next version of your manual.~~

~~Public Hearing Closed: 6:31 PM~~

~~Review Criteria:~~

~~1) Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?~~

~~Steffensen: The Future Land Use Map has business/commercial. The Focus Area talks about business/commercial and CCS is implementing zone for that. It's next to Highway 41 which is good for commercial business.~~

~~2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?~~

~~Steffensen: Policy 1 talks about the impact of fees, connectivity and transportation, road and sidewalk improvements.~~

~~Walton: Policy 8, 9, and 26 all fit.~~

~~3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?~~

~~Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.~~

~~Motion by Commissioner Hampe to recommend approval of Poleline and Zorros File No. ANNEX-24-2 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation of CCS to be provided to the City Council.~~

~~Second by Wilhelm~~

~~Vote:~~

~~Yes- Wilhelm, Steffensen, Walton, Hampe, Schlotthauer~~

~~Moved~~

c. Killdeer File No. ANNEX-24-4

Public Hearing Open: 6:35 PM

Staff report

Anna Staal, Planner 1: Lake City Engineering has requested, on behalf of the property owner Northern Lights Development, LLC, to annex approximately 4.89 acres into the City of Post Falls with a zoning request of Single-Family Residential (R1). The property is located at 2640 E. Killdeer Avenue. The current land use is large-lot Single Family Residential. Current zoning is Single Family Residential (R1) zoning. The proposed subdivision will serve a single-family residential housing development. Surrounding Land Use: Located to the north of E. Killdeer Avenue is the Green Meadows 1st Addition Single-Family residential subdivision. Directly west of the subject site is Green Meadows Single-Family residential subdivision. There are large lot of single-family residential uses to the south and east that are within Kootenai County. Land uses surrounding the site are predominantly single-family. The surrounding properties to the north and west are zoned as R-1. The properties to the east and south are zoned as Agriculture within Kootenai County. The water provider will be Ross Point Water District, sewer will be the City of Post Falls. The city does have a capacity/willingness to serve land uses within the adjacent Killdeer Avenue. Killdeer Avenue is classified as a Minor Collector roadway, which provides connectivity to between Greensferry Road (Minor Arterial) and Cecil Road (Major Collector). No impact is anticipated on the traffic network from the requested R1 zoning. The future land use designation is low density residential and the focus area is 41 North. The focus area, Goals 6 and 7 and

policies 24, 33, 8, and 9 were highlighted. The project, if developed, would come with grants of right-of-way and frontage improvements on Killdeer Avenue that would work towards overall connectivity benefiting this parcel and the subdivisions in the area. There were no comments received that demonstrated a Demonstrable Adverse Impact.

Applicant

Drew Dittman, Lake City Engineering: Reviewing the criteria, R1 is an implementing zoning district, the site is currently surrounded by R1 zoning. There is a large county island there that is slowly infilling, and it's in the Highway 41 Focus Area, all making this a good fit. We've provided a full comprehensive plan analysis, noting it fits very well with the goals and policies and the surrounding land uses. Seven of the agencies notified responded that they were either neutral or had no comment. Annexation doesn't create the impact, the development that creates the impact, so most of those agencies reserve the right to comment on the proposal and development. The city of Post Falls has willingness and capacity to serve it and Ross Point Water District has provided a will serve letter that they have the willingness and capacity to serve it assuming it is annexed. Steffensen: There was a comment in the staff report regarding wildlife living in some of the trees. When that happens, how do you handle that?

Dittman: This is the annexation tonight, there is no impact created by the annexation itself. This is an old tree farm. We are going to have an arborist look at them for the development of the parcel. Providing buffer zones or open space that doesn't fit in a 5 acre parcel, you do the best you can do with it to try to maintain the trees. Most of the trees are on the property line and most likely will end up in the backyards. Some will have to be taken down for building envelopes. In development, trees are a plus and help to sell lots and houses.

Testimony

In-Favor: - Jim and Lisa Rough, Post Falls, ID (does not wish to speak): They concur with the submission of Conal J. Brady III.

Jim Sibley, Post Falls, ID (does not wish to speak): He submitted the Conal J Brady III attachment in favor.

Conal J Brady III, Post Falls, ID: Mr. Brady spoke as a spokesperson for the North Britton Road Owners Group, stating that initially they opposed this development. After researching the city's Comprehensive Plan and some recent informal conversations with the developer, they decided that it would be more prudent to stand in support of this and leave it to the trust of the commission, city council, and the developer to handle. They are asking the commission to codify a couple of recommendations they have in the written report that was submitted. Mr. Brady spoke to criteria 5 and 6 and policies 26, 45, 71 and 75. Question 6 was referenced, and several photos were included in their report to show there is sufficient space for a green zone that would meet the requirements.

Neutral - None

In Opposition - None

Rebuttal:

Dittman: We are not proposing a special use permit. We have already submitted a subdivision to the city and it has been accepted. We are proposing to build low-density residential. Northern Lights is the development, Hallmark Homes is the builder. Tonight we are talking about zoning and annexation. Development related issues are reserved for the subdivision when we present them to the Planning and Zoning Commission.

Schlotthauer: Did you say earlier that these trees are balled and burlapped?

Dittman: I don't know that for certain. It was a tree farm a gentleman was trying to create and didn't work out. I can hopefully provide that answer when we come back for the subdivision.

Schlotthauer: If they are transplantable, do you think your client would be open to providing trees for the neighbors to create green belts in their backyards?

Dittman: That is something we can certainly discuss.

Steffensen: I want to add that tonight we are just deciding on the zoning based on the criteria we have in front of us. The City Council will decide if they want to annex this based off that zoning.

Public Hearing Closed: 7:03 PM

Review Criteria:

1. **Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
Steffensen: There is a county pocket there, with residential all around it. The Future Land Use indicates all that area is low-density residential R-1.
2. **Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
Schlotthauer: Goal 7 that we provide for long-term sustainability for the city. R1 housing is critical and in short supply. Goal 8 infill and this is infill.
Steffensen: Goal 6 talks about transportation networks in future connectivity. This will provide connectivity. And Policy 26 provides sidewalks and trails.
3. **Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?**
Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.
Steffensen: The one concern in the staff report will be addressed, and we will look at that in due time. It is something that can be mitigated.

Motion by Commissioner Wilhelm to recommend approval of annexation, Killdeer Annexation File No. ANNEX-24-4 finds that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberations and direct staff to prepare a zoning recommendation to provide to City Council of R1.

Second by Commissioner Hampe

Vote:

Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm

Moved

~~5. ADMINISTRATIVE / STAFF REPORTS~~

~~None~~

~~6. COMMISSION COMMENT~~

~~Steffensen: I would like to say this is Nancy Hampe's last meeting, so thank you for your service. When I came seven years ago, you helped me figure out what was going on.~~

~~Hampe: I have enjoyed it. If I hadn't been moving I would still be here.~~

~~Wilhelm: Thank you for your service to Post Falls.~~

7. ADJOURNMENT

7:12 PM

Date:

11/12/24

Chair:



Attest:



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

**Killdeer Annexation
File No. ANNX-24-4
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Lake City Engineering, Inc. o/b/o Northern Lights Development, LLC

LOCATION: The property is located at 2640 E. Killdeer Avenue

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.89-acres, as depicted in Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 YPL Comments
11. PA-4 PFPD Comments
12. PA-5 PFHD Comments
13. PA-6 DEQ Comments
14. PA-7 ITD Comments
15. PC-1 Blood Comment
16. PC-2 Brady Comment
17. PC-3 Sibley Hearing Comment
18. PC-4 Rough Hearing Comment
19. PZ Staff Report
20. Testimony at the October 24, 2024, Planning and Zoning Commission ("Commission") hearing including:

The public hearing was properly noticed and conducted per 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 supply testimony and documentation to be taken by the Commission in their application of City Code § 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Anna Staal, Planner 1

Mx. Staal presented the staff report. They testified that the applicant was seeking a recommendation for an initial zoning designation of Single-Family Residential (R1) on approximately 4.89 acres

(including right-of-way) upon the annexation into the City of Post Falls. They illustrated that the subject property is located at 2640 E. Killdeer Avenue. The property and the ones directly adjacent to its east and south are surrounded by the City of Post Falls and are considered a "county island".

The annexation would include the adjacent right-of-way on Killdeer Ave. which is not currently included within the City. Mx. Staal testified that the current land use is large lot residential in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider is the Ross Point Water District. The City of Post Falls would be the wastewater service having the capacity and ability to serve.

During the hearing, Mx. Staal provided information about the surrounding zoning and land uses. To the west, south, and east of the property are single-family properties. Directly to the north is a public roadway. The property is surrounded by Single-Family Residential (R1) zoning to the north and west and the existing surrounding area is primarily built out as residential homes. The future land map classifies the property with the land use designation of Low Density Residential which encompassed all types of residential uses up to eight dwelling units per acre and that the proposed zoning was consistent with the 41 North Focus Area of the Comprehensive Plan in promoting pedestrian connectivity, facilitating the creation of backage roads, and improving nearby residential access. To the north of this property is Killdeer Avenue with its associated multi-use pathway and the requested zoning increases connections to the pedestrian network as encouraged by the Focus Area priorities. The implementing zone of R1, as requested, aligns with the low-density future land use designation.

Mx. Staal testified as to whether the proposal was in accordance with the goals and policies of the comprehensive plan, illustrating goals six, and seven, as well as those listed in the staff report, to possibly be relevant and applicable. Goals six and seven prioritize improving Post Falls transportation network and supporting community needs and the City's long-term sustainability. The proposal supports improving Post Falls' transportation network by requiring roadway and frontage improvement installation with development. The proposal also supports providing for community needs by allowing development of future city housing in R1 as single-family homes and the proposed zoning as appropriate to that need.

Mx. Staal also testified that policies eight, nine, twenty-four and thirty-three, as well as those listed in the staff report, may be appropriate for consideration by the Commission. Policies eight and nine encourage in-fill development and annexation of county "islands" which the proposed annexation and zoning designation request advances. Policies twenty-four and thirty-three prioritize Post Falls' transportation corridors, reserving land for Rights Of Ways, and pedestrian and vehicular circulation. If annexed under the R1 zoning designation, any development of this property would achieve these policies through the installation of roadway and frontage improvements. Policy two looks at future land use mapping as well as compatibility with surrounding land uses, infrastructure and service plans and traffic patterns. With respect to infrastructure, the City's water reclamation system has the capacity to provide service and is willing to do so, and Ross Point Water District will be the water provider. The property is adjacent to Killdeer Avenue, a classified minor collector which provides connectivity between Greensferry Road and Cecil Road, a minor arterial and a major collector respectively. No impact to the traffic network is anticipated from development under the requested zoning designation.

Mx. Staal also testified that there were no "demonstrable Adverse Impacts" identified by staff or indicated from comments received by the noticed agencies. Mx. Staal stated that the annexation and zoning recommendation for R1 is recommended and satisfies all known criteria.

Drew Dittman, Applicant

Mr. Dittman testified that the subject property is a good fit for annexation under R1 zoning as it is located within a county island, surrounded by R1 zoning, and is within the 41 North Focus Area. He

also testified that the applicant had completed a full comprehensive plan analysis to determine that the proposal fits very well with the Post Falls Comprehensive Plan goals and policies as well as the surrounding land uses. Additionally, he testified that Ross Point Water District has provided a will serve letter indicating they have the willingness and capacity to provide water services should the property be annexed. Mr. Dittman also testified that the owner plans to have an arborist take a look at the existing trees on the 5-acre parcel to determine if any can be retained.

Public Testimony:

Connal J. Brady III spoke on behalf of the North Britton Road Owners Group. Mr. Brady testified that they initially opposed this development however, after researching the City's Comprehensive Plan and some recent informal conversations with the developer, they decided that it would be more prudent to stand in support of the request and leave it to the trust of the commission, city council, and the developer to handle. They requested that the commission consider review criteria 5 and 6 as well as the Comprehensive Plan policies 26, 45, 71, and 75. These policies prioritize land use compatibility, environmental factors, planting and protection of trees, and stormwater management. Mr. Brady requested that the commission codify a couple of recommendations from their written report (PC-2) regarding sufficient space for a green zone and land uses.

Jim and Lisa Rough in favor but not wishing to speak. They concur with the submission of Mr. Brady. **Jim Sibley** in favor but not wishing to speak, concurred with the submission of Mr. Brady III.

Applicant's Rebuttal:

Drew Dittman, Lake City Engineering

Mr. Dittman testified that the current application is for zoning upon annexation only, and that development related issues should be reserved for the subdivision application.

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 section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Single-Family Residential (R1) on approximately 4.89 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low-density residential and it is located inside the 41 North Focus Area. R1 is an implementing zone under the low-density residential designation and is consistent.

The Commission finds that the proposed R1 zone is consistent with the Future Land Use Map and aligns with the residential uses identified in the 41 North Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

Goals:

The proposal is consistent with Goal 6 in that it further improves Post Falls' transportation network, particularly with the extension of Luverne Lane. The proposal is also consistent with Goal 7 in that

it allows for development of housing supply that contributes to the long-term sustainability of the City.

Policies:

The proposal is consistent with Policy 8, in that it promotes compatible infill development, as well as Policy 26 in that it will improve Post Falls' network of sidewalks, trails, and bicycle paths. Policy 9 further supports the request in encouraging annexation of County islands which this request satisfies.

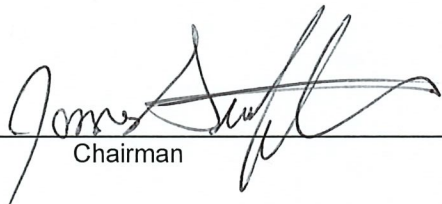
C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission finds that political subdivisions were notified, and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-4, 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 the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Single-Family Residential (R1) zoning on approximately 4.89-acres upon successful annexation of the property.

12-10-24
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.

DEVELOPMENT AND ANNEXATION AGREEMENT

Killdeer Annexation

(File No. ANN-24-4)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **NORTHERN LIGHTS DEVELOPMENT, LLC**, an Idaho limited liability company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 179 E. Wilbur Avenue Dalton Gardens, ID 83815.

WHEREAS, **NORTHERN LIGHTS DEVELOPMENT, LLC**, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at 2640 E. Killdeer Avenue and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along E. Killdeer 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 E. Killdeer Avenue for a total right of way width of 80 feet measured from the existing north rights-of-way line for Killdeer 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. CONSIDERATION/FEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees

that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this

Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.

- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

**NORTHERN LIGHTS
DEVELOPMENT, LLC**

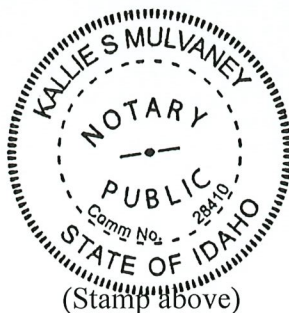
By:  _____
Michael Fitzgerald II,
Managing Member

STATE OF IDAHO)
 : ss
County of Kootenai)

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

OWNER/DEVELOPER

This record was acknowledged before me on this 30 day of December, 2024, by Michael Fitzgerald II, a Managing Member of Northern Lights Development, LLC.



Notary Public for the State of Idaho
 Residing at: Hayden Idaho
 Commission Expires: 2-22-28

Exhibit A

Annexation Description

A parcel of land being the West half of Tract 23 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the South half of the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the West quarter corner of said Section 25 being a 2.5 inch aluminum cap marked "PLS 8962" at the referenced location of CP&F Instrument Number 2688074000, Records of Kootenai County, from which the center quarter corner bears South 88°31'36" East a distance of 2647.44 feet; thence along the West line of said northwest quarter, North 00°36'45" East a distance of 1324.72 feet to a 5/8 inch rebar with an illegible yellow plastic cap at the intersection of said West line and centerline of Killdeer Avenue; thence along said centerline, South 88°44'36" East a distance of 662.28 feet; thence leaving said centerline, South 00°35'37" West a distance of 20.00 feet to a 5/8 inch rebar with a yellow plastic cap marked "ESC PLS 4194" at the angle point of the existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, said point also being the **True Point of Beginning;**

thence along said existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, South 88°44'36" East a distance of 331.15 feet to the northwest corner of the East half of said Tract 23;

thence leaving said existing City of Post Falls City Limits and South Right-of-Way along the West line of said East half of Tract 23, South 00°37'25" West a distance of 644.23 feet to the northeast corner of the West half of Tract 26 of said Plat of Post Falls Irrigated Tracts;

thence along the North line of said West half of Tract 26, North 88°38'06" West a distance of 330.82 feet to a 5/8 inch rebar with a yellow plastic cap marked "ATS PLS 8962" at the southeast corner of Luverne Lane Right-of-Way and said existing City of Post Falls City Limits;

thence along the East Right-of-Way of Luverne Lane, the East line of Block 4 of the Plat of Green Meadows filed in Book L of Plats at Page 456, Records of Kootenai County, and its extension thereof and the existing City of Post Falls City Limits, North 00°35'37" East a distance of 643.61 feet to the **True Point of Beginning;**

said parcel containing 4.892 acres of land, more or less.

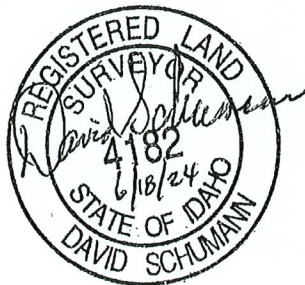
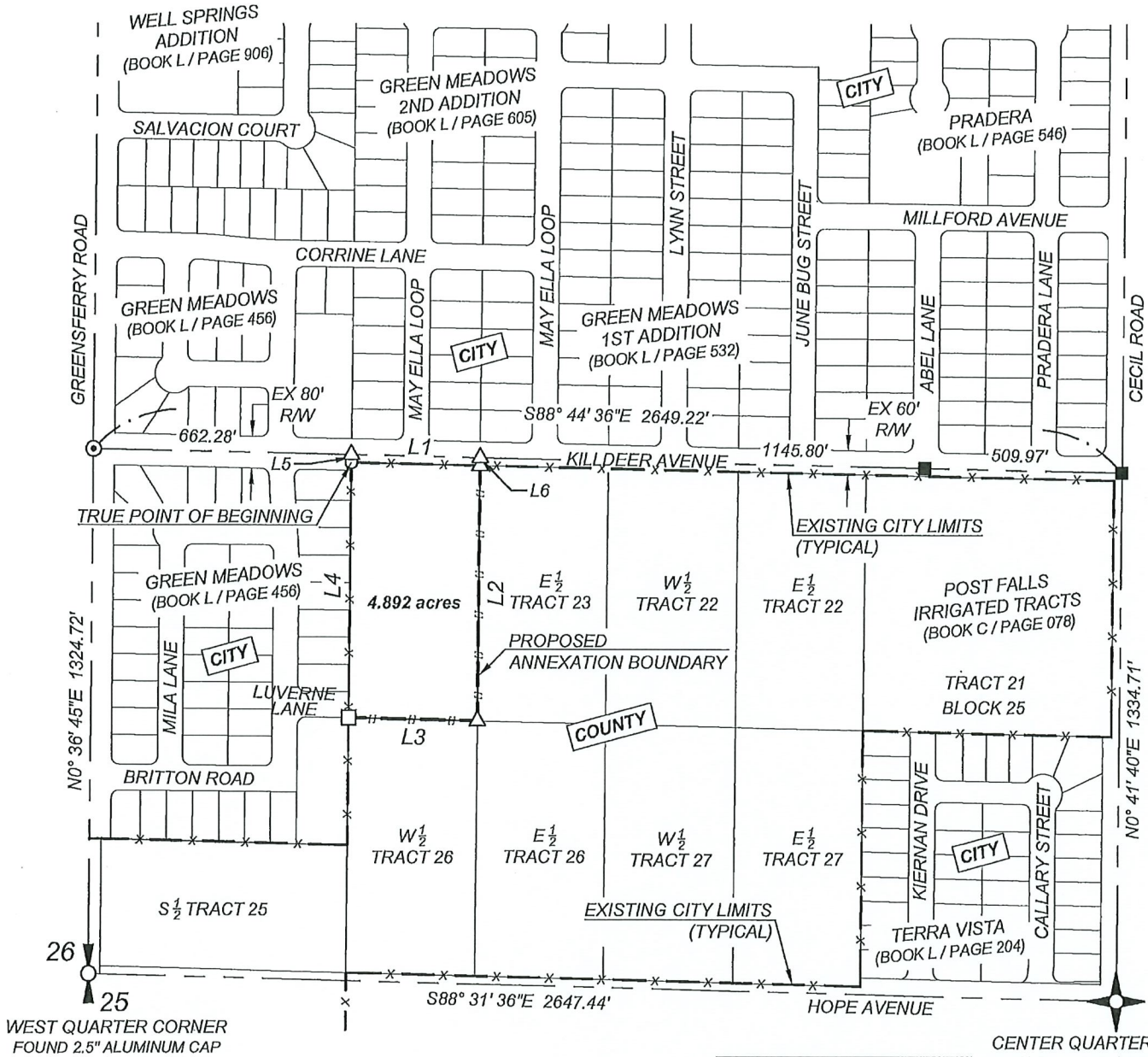


EXHIBIT B



LEGEND

- CALCULATED POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ESC PLS 4194"
- FOUND 5/8" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
- FOUND 2" ALUMINUM CAP MARKED "LCE PLS 4182"
- EXISTING CITY LIMITS
- ANNEXATION BOUNDARY

Line Table		
Line #	Bearing	Length
L1	S88°44'36"E	331.15'
L2	S00°37'25"W	644.23'
L3	N88°38'06"W	330.82'
L4	N00°35'37"E	643.61'
L5	S00°35'37"W	20.00'
L6	N00°37'25"E	20.00'

CENTER QUARTER CORNER
FOUND 3" ALUMINUM CAP PER
CP&F 2540621000



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

KILLDEER ANNEXATION THE WEST HALF OF TRACT 23, BLOCK 25

NW 1/4, SEC. 25, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY: DCD
DRAFTED BY: SMA/TCD
SCALE: 1" = 400'
DATE: 06/10/2024
JOB NO: 24-027
FILE: 24-027 ANNEX EXB.dwg



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

September 8, 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 will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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

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

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

The enrollment status and capacity of each school for the 2023-2024 school year are 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	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

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

Post Falls High School	1645	1800
New Vision High School	144	225

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

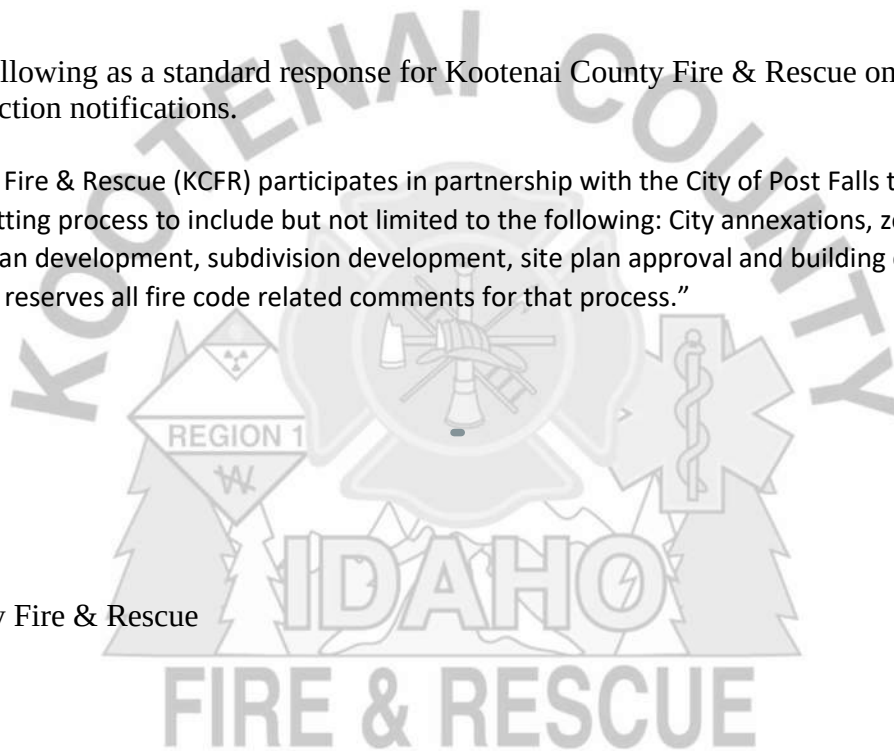
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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



From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Cc: [Calhoun, Judy](#)
Subject: FW: Notice to Jurisdictions Killdeer Annexation File No. ANNX-24-4
Date: Thursday, October 3, 2024 12:47:01 PM
Attachments: [image001.png](#)
[Exhibit PH-2 NTJ_Killdeer_PZ.pdf](#)

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

Hi Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, October 3, 2024 12:50 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor

<lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan
<Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>;
Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>;
contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson
<Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff
<ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor
<tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn
<Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter
<eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen
<James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter
<jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley
<jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell
<krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center
<mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney
<ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball
<rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale
<rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard
<showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman
<sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>;
Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: [EXTERNAL]Notice to Jurisdictions Killdeer Annexation File No. ANNX-24-4

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#) ?

Please find attached the Notice to Jurisdictions for the Killdeer Annexation File No. ANNX-24-4 that is scheduled for the Planning and Zoning meeting on October 24, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338





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

August 21st, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Killdeer Annexation File No. ANNX-24-4

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral. The department will provide further comment during the development process. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, August 26, 2024 8:45 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Killdeer Annexation File No. ANNX-24-4

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

The annexation request does not impact the PFHD.

Regards,
Jonie

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Wednesday, August 21, 2024 10:36 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

From: [Kristie May](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions - Killdeer Annexation File No. ANNX-24-4
Date: Thursday, September 5, 2024 2:33:15 PM
Attachments: [image001.png](#)

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 Afternoon,

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

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, August 21, 2024 10:36 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips

<Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions - Killdeer Annexation File No. ANNX-24-4

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

Please find attached the Notice to Jurisdictions for the Killdeer Annexation File No. ANNX-24-4 that is scheduled for the Planning and Zoning meeting on September 10, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



From: [Robert Beachler](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions - Killdeer Annexation File No. ANNX-24-4
Date: Monday, September 9, 2024 9:46:12 AM
Attachments: [image001.png](#)

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No Comment.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, August 21, 2024 10:36 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan

<Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions - Killdeer Annexation File No. ANNX-24-4

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

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Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

Nancy Thurwachter

From: nthurwachter@postfalls.gov
Attachments: IMG_1399.jpeg; IMG_1408.jpeg

From: Bobbie Blood <bobbieblood@yahoo.com>
Sent: Friday, October 4, 2024 2:30 PM
To: Public Hearing Notice <phnotice@postfalls.gov>; Nancy Thurwachter <nthurwachter@postfalls.gov>
Cc: Bob Dugan <bdugan9@hotmail.com>; Penny Sibley <lchaimtreefarm@yahoo.com>
Subject: Subject: Concern Regarding Development Impact on Local Owl Habitat, Killdeer Annexation File No. ANNX-24-4

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

Good Afternoon,

As residents of 3584 N Britton, my husband and I have a personal knowledge of local wildlife. We recently received notification regarding the proposed expansion of property behind our home. We understand that one of the these five-acres has already been sold, and we are deeply concerned about the potential impact this development may have on the owls and other connections to the wildlifeme to cherish the that we have co five-acre parce.

Specifically, we have observed a population of owls residing in the tree line directly behind our property. To our knowledge, at least three owls, and possibly more, frequent this area. These owls utilize the adjacent field for hunting, and their presence contributes to the ecological balance of our neighborhood.

According to the U.S. Fish and Wildlife Service, owls are a protected species, and any development plans should consider the potential disruption to their habitat. Please assess the situation and explore alternatives that would allow for the preservation of this vital wildlife habitat.

We are grateful for your attention to this matter and appreciate your understanding and consideration of this issue. We look forward to your response and the steps that will be taken to eagerly look for our local wildlife.

Best regards,
Bob and Bobbie Dugan



City of Post Falls, Planning and Zoning Commission Public Hearing
Killdeer Annexation (File No. ANNX 24-4), Exhibit: 4C

Public Hearing Information

Applicant: Lake City Engineering, Inc.

Location: The property is located at 2640 E. Killdeer Avenue.

Request: To annex approximately 4.89-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1).

Hearing Date: October 24, 2024

Testifier Name: Conal J. Brady III

Testifier Address: 3664 N. Britton Rd., Post Falls, Idaho 83854-4845

Testifier Email: conbrady@hotmail.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: ***In Favor*** without conditions, but with several **comments** and **recommendations** for consideration by the Applicant, the Commission and the City Council.

Idaho state law only allows the City Council and Planning Commission to consider comments related to the criteria listed below. Please tell us how the requested zone change either does or does not meet the following criteria:

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?

Answer: **Yes**, however, please refer to the answer made in response to Question 5.

Question 1 Comments: Please refer to the comments made in support of Question 5.

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

Answer: **Yes**

Question 2 Comments: **None.**

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

Answer: **Yes**

Question 3 Comments: **None.**

City of Post Falls, Planning and Zoning Commission Public Hearing
Killdeer Annexation (File No. ANNX 24-4), Exhibit: 4C

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

Answer: **Yes**

Question 4 Comments: **None.**

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?

Answer: **Yes**, but with a respectful request for an explanation by the Commission during the public hearing of whether "Special Use Permit(ing)" is an option within an R1 low-density residential community, therein allowing for "Land Use Type(s)" of "Cottage Homes" (R2/2,400 sq-ft lot), Townhomes" (R3/2,000 sq-ft lot) and Twinhomes" R2/2,400 sq-ft lot). Depending upon the Commission's explanation, the recommendation below is offered for the Commission's consideration.

Question 5 Comments: As stated in the "City of Post Falls Staff Report" draft, dated August 21, 2024, "The Future Land Use Map classifies this property with the land use designation of Low-Density Residential...This category encompasses all types of single-family residential uses up to eight dwelling units per acre..." So, the absolute minimum lot size for eight dwelling units per acre would be a minimum of 5,445 square foot lots. With the application and approval of a "Special Use Permit", R1 zoning allows for "Land Use Type(s)" of "Cottage Homes" (R2/2,400 sq-ft lot), Townhomes" (R3/2,000 sq-ft lot) and Twinhomes" R2/2,400 sq-ft lot). [Refer to Attachment 1] Therefore, any R1 Land Use Type that requires the approval of a Special Use Permit does not meet the minimum lot size requirement for a "Low-Density Residential" designation. **Respectfully RECOMMEND that the approval of the Killdeer Annexation include a stipulation that no land use types which require Special Use Permits will be considered or approved for the Killdeer Annexation land parcel.**

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?

Answer: **Yes**, but with the comment and recommendation below for the Commission's consideration.

Question 6 Comments:

Policy 2: In the "City of Post Falls Comprehensive Plan", Policy 2 states, "Apply or revise zoning designations with careful consideration of factors including... compatibility with surrounding land uses". In the "City of Post Falls Staff Report" draft, dated August 21, 2024, the "Staff Comment" on Policy 2 states, "Existing uses surrounding the subject site are predominantly the same use that is being request(ed), single-family homes." Specifically, all the "existing uses" surrounding the subject site are R1 low-density residential homes. There are no existing uses surrounding the subject site that required the approval of a Special Use Permit. **So, while the**

draft Staff Report does not specifically state the recommendation made in response to Question 5 above, the author does infer that the recommendation made above is within the spirit and intent of the City of Post Falls Comprehensive Plan, Policy 2.

Policy 45: This policy states, "Guide annexation decisions guided by and considering... studies that evaluate environmental and public service factors." There is currently a contiguous grove of mature deciduous and conifer trees on the subject site's western boundary running from Killdeer Lane to Luverne Lane. In-total, the tree grove covers approximately two acres. [Refer to attachment 2] There are various types of wildlife thriving within a mature ecosystem, including owls and other birds-of-prey as well as robins, hummingbirds, finches, crows and, seasonally, killdeer. Additionally, various small mammals reside within the grove. This information is being brought to the attention of the Commission as, according the author of the Staff Report draft, "No known environmental studies have been conducted..." to evaluate any possible negative environmental and public service factors with regard to the re-zoning and ensuing development of the subject site.

Therefore, with the voluntary concurrence of the Applicant, respectfully RECOMMEND that the Commission approve the Killdeer Annexation to include the preservation of a significant portion of the mature growth tree grove spanning the subject site's Western boundary from Killdeer Lane to Luverne Lane (563 feet) with a minimum East-West width of 40 feet. This proposed "green belt" would span approximately 22,500 square feet or 0.52 acres. The proposed "green belt" can be included in the subject site's development plan as a common area and managed by the development's HOA. Given the dimensions of the subject site, 16 to 18 home sites could be developed with required city transportation and utilities infrastructure and with average lot sizes of 7,130 sq-ft (18 total sites) to 8,021 sq-ft (16 total sites). [Refer to attachments 3A, 3B and 4] These average lot sizes significantly exceed the R1 zoning required minimum size of 6,500 sq-ft and are representative of lot sizes found within the surrounding community.

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

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

Staff Comment: Frontage improvements associated with future development or subdivision, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as **existing trees are assessed** and any new proposed trees to help identify the (above) bulleted items.

City of Post Falls, Planning and Zoning Commission Public Hearing
Killdeer Annexation (File No. ANNX 24-4), Exhibit: 4C

By passing and approving the Recommendation above, Policy 71 will be fully supported as follows:

- A mature growth tree green belt will very much **beautify and enhance community value**. Additionally, the eight subject site lots developed which border on the proposed green belt will merit higher retail sales prices, cost less to develop and most probably spend less time on the retail market before sale.
- A mature growth tree green belt **will provide shade and comfort** to all properties to the east and west of the belt while also **providing a natural wind break**. There is also the **possibility of later adding a path with benches through the green belt which would be consistent with Policy 26: "Maintain and improve the continuity of sidewalks, trails and bicycle paths in Post Falls"**.
- A mature growth tree green belt will **strongly affirm the City's association with the outdoors and its historic origins**. The earlier R1 developments in Post Falls, especially closer to the river, integrated mature growth trees into the community. There are fewer opportunities to incorporate these trees as the City moves further north. This opportunity should not be discounted.
- A mature growth tree green belt will preserve a significant portion of the mature ecosystem within the current tree grove on the subject site and continue to provide a **habit for the grove's resident wildlife**.

POST FALLS ZONING/USE CHART

[Attachment 1 of 4]

September 1st, 2023

LAND USE TYPE	RIS	R1	R2	R3	RM	CCM	CCS	LC	TM	I
 Single-Family	1-acre Min. Lot	6,500 sq.ft Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement	Not Permitted	Not Permitted	Special Use Permit per R-2	Not Permitted	Not Permitted
 Tiny Home	1-acre Min. Lot	6,500 sq.ft. Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement	Not Permitted	Not Permitted	Special Use Permit per R-2	Not Permitted	Not Permitted
 Cottage Home	Not Permitted	Special Use Permit	2,400 sq.ft. Min. Lot	2,400 sq.ft. Min. Lot	Permitted	Development Agreement	Special Use Permit	Special Use Permit	Not Permitted	Not Permitted
 Duplex	Not Permitted	Not Permitted	3,600 sq.ft. Min. Lot	3,600 sq.ft. Min. Lot	Development Agreement	Not Permitted	Special Use Permit per R-3	Special Use Permit per R-2	Not Permitted	Not Permitted
 Townhouses	Not Permitted	Special Use Permit	Special Use Permit	2,000 sq.ft. Min. Lot	Development Agreement	Development Agreement	Special Use Permit per R-3	2,400 sq.ft. Min. Lot	Development Agreement	Not Permitted
 Twinhome	Not Permitted	Special Use Permit	2,400 sq.ft. Min. Lot	2,000 sq.ft. Min. Lot	Development Agreement	Not Permitted	Special Use Permit per R-3	Special Use Permit per R-2	Not Permitted	Not Permitted
 Multi-Family	Not Permitted	Not Permitted	Not Permitted	2,400 sq.ft. Min. Lot	Development Agreement	Development Agreement	Special Use Permit	Special Use Permit	Development Agreement	Not Permitted
 Vertical Mixed-Use	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Special Use Permit
 Retail	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Sit-Down Restaurant	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Office	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Special Use Permit and Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Personal Service	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 General Service	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Permitted	Not Permitted	Development Agreement	Permitted
 Light Industrial	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Special Use Permit and Development Agreement	Special Use Permit	Not Permitted	Special Use Permit and Development Agreement	Permitted



2640 E Killdeer Lane with current
mature growth tree grove on the
western side of the subject property.
(Attachment 2 of 4)



2640 E Killdeer Ln R1 Rezone 16 Lots



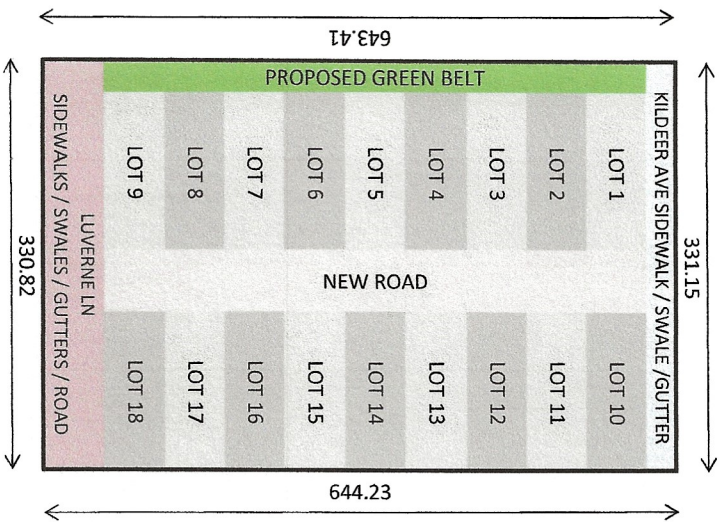
1 ACRE		43,560 SQ-FT		AVE LOT (LOT LENGTH)			AVE LOT		AVE LOT	
LAND USE CATEGORIES		LENGTH	WIDTH	TOTAL WIDTH	SQ-FT	ACRES	SQ-FT	ACRES		
SIDEWALK / SWALE / GUTTER		17.00	-	331.15	5629.55	0.13	-	-		
PROPOSED GREEN BELT		563.60	-	40.00	22544.00	0.52	-	-		
LOTS 1-8		563.60	70.45	113.87	64177.13	1.47	8022.14	0.1842		
SIDEWALK /SWALE / GUTTER / NEW STREET		563.60	-	63.25	35647.70	0.82	-	-		
LOTS 9-16		563.60	70.45	113.87	64177.13	1.47	8022.14	0.1842		
SIDEWALKS / /SWALES / GUTTERS / LUVIERNE LN		63.22	-	330.99	20924.87	0.48	-	-		
EXTRA / EXCESS LENGTH AND AREA		0.00	-	330.99	0.00	0.00	-	-		
SUBDIVIDED TOTAL --->		643.82	-	330.99	213,100	4.892	-	-		

2640 E. KILLDEER AVE	
515W/25NW Plat Map 23-AB	
AVE LENGTH - 643.82 FEET	
AVE WIDTH - 330.99 FEET	
CALC AREA - 213,095 SQ FT	
- 4.892 ACRES	

LUVIERNE LN / NEW ST		KILLDEER AVE WIDTH OF	
TOTAL WIDTH / FEET		SIDEWALK/SWALE/GUTTER	
SIDEWALK	5.00	SIDEWALK	5.00
SWALE	10.00	SWALE	10.00
GUTTER	2.00	GUTTER	2.00
STREET	29.25		
GUTTER	2.00		
SWALE	10.00		
SIDEWALK	5.00		
TOTAL --->	63.25	TOTAL --->	17.00

2640 E Killdeer Ln R1 Rezone 18 Lots

10/10/2024



1 ACRE	43,560 SQ-FT	AVE LOT (LOT LENGTH)		AVE LOT	
LAND USE CATEGORIES	LENGTH	WIDTH	TOTAL WIDTH	SQ-FT	ACRES
SIDEWALK / SWALE / GUTTER	17.00	-	331.15	5629.55	0.13
PROPOSED GREEN BELT	563.57	-	40.00	22542.80	0.52
LOTS 1-9	563.57	62.62	113.87	64173.72	1.47
SIDEWALK / SWALE / GUTTER / NEW STREET	563.57	-	63.25	35645.80	0.82
LOTS 10-18	563.57	62.62	113.87	64173.72	1.47
SIDEWALKS / SWALES / GUTTERS / LUVERNE LN	63.25	-	330.99	20934.80	0.48
EXTRA / EXCESS LENGTH AND AREA	0.00	-	330.99	0.00	0.00
SUBDIVIDED TOTAL --->	643.82	-	330.99	213,100	4.892

2640 E. KILLEER AVE	515W25NW Plat Map 23-A8
AVE LENGTH -	643.82 FEET
AVE WIDTH -	330.99 FEET
CALC AREA -	213,095 SQ FT
	4.892 ACRES

LUVERNE LN / NEW ST	
TOTAL WIDTH / FEET	
SIDEWALK	5.00
SWALE	10.00
GUTTER	2.00
STREET	29.25
GUTTER	2.00
SWALE	10.00
SIDEWALK	5.00
TOTAL --->	63.25

KILLEER AVE WIDTH OF	
SIDEWALK/SWALE/GUTTER	
SIDEWALK	5.00
SWALE	10.00
GUTTER	2.00
TOTAL --->	17.00

From: [DEQ Comments](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Killdeer Annexation File No. ANNEX-24-4
Date: Thursday, January 16, 2025 2:07:31 PM
Attachments: [image001.png](#)

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Good Afternoon,

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

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 16, 2025 9:27 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman

<JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4

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Good morning,

Please find attached the Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4 that is scheduled for the City Council meeting on February 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4
Date: Friday, January 17, 2025 9:26:58 AM
Attachments: [image003.png](#)

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The annexation request does not impact the PFHD.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, January 16, 2025 9:27 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water

<rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton
<smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns
<tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington
<fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner
<jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham
<jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller
<jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton
<kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe
<nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill
<prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus
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<ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud
<senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop
<tgallop@postfalls.gov>; Vicky Jo Carey <vicarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>;
Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4

Good morning,

Please find attached the Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4 that is scheduled for the City Council meeting on February 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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From: [Robert Beachler](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4
Date: Tuesday, January 21, 2025 10:57:05 AM
Attachments: [image001.png](#)

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No Comment from the Idaho Transportation Department.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 16, 2025 9:27 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle

Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pccorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions for Killdeer Annexation File No. ANNX-24-4

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Good morning,

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Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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PUBLIC HEARING COMMENTS

It is important that the information be complete and legible for the record.

Agenda Item Number or Title KINDER ANNECATION FILE# ANNEX 24-4

Do you wish to speak? ☐ Yes ☒ No

☒ In Favor ☐ In Opposition ☐ Neutral

Your Name (Print Clearly) JIM SIBLEY

Street Address 3604 NORTH BRITTON ROAD

Mailing Address POST FALLS, ID 83854

Day Phone # 509-750-9200 Evening Phone # SAME

Comments:

(SEE ATTACHED)

Written comments become part of the record established for this hearing. If you have separate written comments, please attach them to this sheet.

OFFICE USE ONLY

Hearing Date: _____

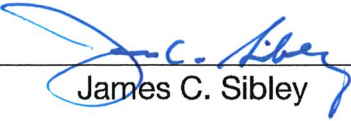
Exhibit #: _____

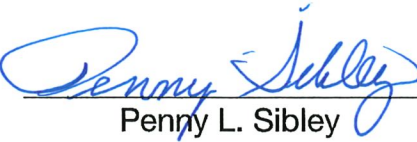
DATE: October 24, 2024

TO: City of Post Falls

REF: Planning and Zoning Commission Public Hearing
Killdeer Annexation (File No. ANN24-4)

We, James C. Sibley and Penny L. Sibley of 3604 North Britton Road,
Post Falls, Idaho, 83854 concur with the submission of
Conal J. Brady III (attached).


James C. Sibley


Penny L. Sibley

Attachment: 1

City of Post Falls, Planning and Zoning Commission Public Hearing
Killdeer Annexation (File No. ANNEX 24-4), Exhibit: 4C

Public Hearing Information

Applicant: Lake City Engineering, Inc.

Location: The property is located at 2640 E. Killdeer Avenue.

Request: To annex approximately 4.89-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1).

Hearing Date: October 24, 2024

Testifier Name: Conal J. Brady III
Testifier Address: 3664 N. Britton Rd., Post Falls, Idaho 83854-4845
Testifier Email: conbrady@hotmail.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: *In Favor without conditions, but with several comments and recommendations for consideration by the Applicant, the Commission and the City Counsel.*

Idaho state law only allows the City Council and Planning Commission to consider comments related to the criteria listed below. Please tell us how the requested zone change either does or does not meet the following criteria:

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?

Answer: *Yes, however, please refer to the answer made in response to Question 5.*

Question 1 Comments: *Please refer to the comments made in support of Question 5.*

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

Answer: *Yes*

Question 2 Comments: *None.*

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

Answer: *Yes*

Question 3 Comments: *None.*

Question 5 above, the author does infer that the recommendation made above is within the spirit and intent of the City of Post Falls Comprehensive Plan, Policy 2.

Policy 45: This policy states, "Guide annexation decisions guided by and considering... studies that evaluate environmental and public service factors." There is currently a contiguous grove of mature deciduous and conifer trees on the subject site's western boundary running from Killdeer Lane to Luverne Lane. In-total, the tree grove covers approximately two acres. [Refer to attachment 2] There are various types of wildlife thriving within a mature ecosystem, including owls and other birds-of-prey as well as robins, hummingbirds, finches, crows and, seasonally, killdeer. Additionally, various small mammals reside within the grove. This information is being brought to the attention of the Commission as, according the author of the Staff Report draft, "No known environmental studies have been conducted..." to evaluate any possible negative environmental and public service factors with regard to the re-zoning and ensuing development of the subject site.

Therefore, with the voluntary concurrence of the Applicant, respectfully **RECOMMEND** that the Commission approve the Killdeer Annexation to include the preservation of a significant portion of the mature growth tree grove spanning the subject site's Western boundary from Killdeer Lane to Luverne Lane (563 feet) with a minimum East-West width of 40 feet. This proposed "green belt" would span approximately 22,500 square feet or 0.52 acres. The proposed "green belt" can be included in the subject site's development plan as a common area and managed by the development's HOA. Given the dimensions of the subject site, 16 home sites could be developed with required city transportation and utilities infrastructure and with an average lot size of 8,021 sq-ft [Refer to attachments 3 and 4] This average lot size significantly exceeds the R1 zoning required minimum size of 6,500 sq-ft and is representative of lot sizes found within the surrounding community.

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

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

Staff Comment: Frontage improvements associated with future development or subdivision, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and any new proposed trees to help identify the (above) bulleted items.

By passing and approving the Recommendation above, Policy 71 will be fully supported as follows:

- A mature growth tree green belt will very much **beautify and enhance community value.** Additionally, the eight subject site lots developed which border on the proposed

POST FALLS ZONING/USE CHART

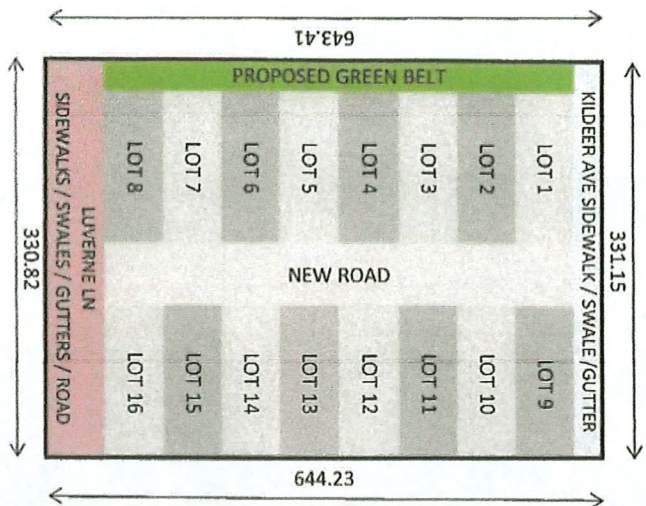
Attachment 1

September 1st, 2023

LAND USE TYPE	RIS	R1	R2	R3	RM	CCM	CCS	LC	TM	I
 Single-Family	1-acre Min. Lot	6,500 sq.ft. Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement	Not Permitted	Not Permitted	Special Use Permit per R-2	Not Permitted	Not Permitted
 Tiny Home	1-acre Min. Lot	6,500 sq.ft. Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement	Not Permitted	Not Permitted	Special Use Permit per R-2	Not Permitted	Not Permitted
 Cottage Home	Not Permitted	Special Use Permit	2,400 sq.ft. Min. Lot	2,400 sq.ft. Min. Lot	Permitted	Development Agreement	Special Use Permit	Special Use Permit	Not Permitted	Not Permitted
 Duplex	Not Permitted	Not Permitted	3,600 sq.ft. Min. Lot	3,600 sq.ft. Min. Lot	Development Agreement	Not Permitted	Special Use Permit per R-3	Special Use Permit per R-2	Not Permitted	Not Permitted
 Townhouses	Not Permitted	Special Use Permit	Special Use Permit	2,000 sq.ft. Min. Lot	Development Agreement	Development Agreement	Special Use Permit per R-3	2,400 sq.ft. Min. Lot	Development Agreement	Not Permitted
 Twinhome	Not Permitted	Special Use Permit	2,400 sq.ft. Min. Lot	2,000 sq.ft. Min. Lot	Development Agreement	Not Permitted	Special Use Permit per R-3	Special Use Permit per R-2	Not Permitted	Not Permitted
 Multi-Family	Not Permitted	Not Permitted	Not Permitted	2,400 sq.ft. Min. Lot	Development Agreement	Development Agreement	Special Use Permit	Special Use Permit	Development Agreement	Not Permitted
 Vertical Mixed Use	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted	Permitted	Permitted	Special Use Permit
 Retail	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Sit Down Restaurant	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Office	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Special Use Permit and Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 Personal Service	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Development Agreement	Permitted	Permitted	Development Agreement	Permitted
 General Service	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Development Agreement	Permitted	Not Permitted	Development Agreement	Permitted
 Light Industrial	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Not Permitted	Special Use Permit and Development Agreement	Special Use Permit	Not Permitted	Special Use Permit and Development Agreement	Permitted

2640 E Kildeer Ln R1 Re-Zone

10/9/2024



1 ACRE	43,560 SQ-FT	AVE LOT (LOT LENGTH)		AVE LOT	
LAND USE CATEGORIES	LENGTH	WIDTH	TOTAL WIDTH	SQ-FT	ACRES
SIDEWALK / SWALE / GUTTER	17.00	-	331.15	5629.55	0.13
PROPOSED GREEN BELT	563.52	-	40.00	22540.80	0.52
LOTS 1-8	563.52	70.44	113.87	64168.02	1.47
SIDEWALK / SWALE / GUTTER / NEW STREET	563.52	-	63.25	35642.64	0.82
LOTS 9-16	563.52	70.44	113.87	64168.02	1.47
SIDEWALKS / SWALES / GUTTERS / LUVIERNE LN	63.22	-	330.99	20924.87	0.48
EXTRA / EXCESS LENGTH AND AREA	0.08	-	330.99	26.48	0.00
SUBDIVIDED TOTAL --->	643.82	-	330.99	213,100	4.892

2640 E. KILDEER AVE
515W25NW Plat Map 23-AB

AVE LENGTH - 643.82 FEET
AVE WIDTH - 330.99 FEET
CALC AREA - 213,095 SQ. FT
4.892 ACRES

LUVIERNE LN / NEW ST		KILDEER AVE WIDTH OF	
TOTAL WIDTH / FEET		SIDEWALK/SWALE/GUTTER	
SIDEWALK	5.00	SIDEWALK	5.00
SWALE	10.00	SWALE	10.00
GUTTER	2.00	GUTTER	2.00
STREET	29.25		
GUTTER	2.00		
SWALE	10.00		
SIDEWALK	5.00		
TOTAL --->	63.25	TOTAL --->	17.00

PUBLIC HEARING COMMENTS

It is important that the information be complete and legible for the record.

Agenda Item Number or Title C. Killdeer

Do you wish to speak? ☐ Yes ☒ No

☒ In Favor ☐ In Opposition ☐ Neutral

Your Name (Print Clearly) Jim and Lisa Rough

Street Address 3684 N. Britton Rd, Post Falls, ID 83854

Mailing Address same

Day Phone # 208-512-7872 Evening Phone # same

Comments:

James and Lisa Rough concur with the
submission of Conal J. Brady III.

Written comments become part of the record established for this hearing. If you have separate written comments, please attach them to this sheet.

OFFICE USE ONLY

Hearing Date: 10-24-24 Exhibit #: _____

Michael and Teresa Lane

3728 N Britton RD
Post Falls, ID 83854
(252)221-6931
blarneygft@aol.com

February 4, 2025

City Council

Post Falls City Hall
408 N Spokane St.
Post Falls, Idaho 83854

Councilmen,

Thank you for the opportunity to give my input, as one of the adjoining property owners, at this meeting concerning the Killdeer Meadows Project.

As part of the North Britton Road Owners Group, I have given permission to Con Brady to represent me at this meeting. The owners are of like mind and have consolidated our views on the development of Killdeer Meadows into a short PowerPoint presentation.

We have found the developer open to dialogue with our group and has listened to our interest in preserving the mature trees along our common border. The existence of the trees and wildlife were a large part of my decision to buy in Post Falls and Green Meadows. I believe the developer would benefit from increased lot value in preserving the tree line for future buyers. This is also inline with the policies and goals of the City of Post Falls.

To preserve this tree line and its benefits to the homeowner and community should be reflected in the CC&R's that the developer establishes for Killdeer Meadows. The requirement to replace any tree with the same or like tree if it becomes unhealthy or is a hazard. Just as it is the requirement as a homeowner maintaining trees in the swales.

Therefore, as one of the North Britton Road Owners Group, we respectfully recommend that the City Council:

1. Approve the Killdeer Annexation and rezoning to R1 of the subject property.
2. Approve the Killdeer Meadows Development Plan
3. Add language to the approval that codifies the protection of the property's western tree line.

Thank you for your time and consideration,

Michael and Teresa Lane



Nancy Thurwachter

From: Con Brady <conbrady@hotmail.com>
Sent: Tuesday, January 28, 2025 12:52 PM
To: Jon Manley
Cc: jimrough@sbcglobal.net; Public Hearing Notice
Subject: Killdeer Meadows and City Council Meeting on the 4th: PowerPoint Presentation and Spokesman List
Attachments: 2025-02-04 N Briiton Rd Owners Group Oral Testimony PPT Final.pptx; 2025-02-04 Killdeer Annexation ANNX-24-04 City Council Public Hearing Witness Group Spokesperson Rev 0.pdf

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

Hi Jon...

I've attached our North Britton Road Owners Group PowerPoint presentation for the February 4th City Council Meeting as well as a list of those who will be physically present that I will be representing with my oral testimony. From the City's Public Hearing guidance, I believe that as a spokesperson representing a group of four or more, I'm allowed up to 15 minutes of testimony. However, I will plan on using around 5 minutes and leaving time for questions, if the City Council has any.

Thank again for your time and helping us to stay "within the lines" during this multiple public hearing approval process,

--Con Brady (808-781-4131)

From: Jon Manley <jmanley@postfalls.gov>
Sent: Tuesday, January 21, 2025 12:45
To: Con Brady <conbrady@hotmail.com>
Subject: RE: Killdeer Meadows and City Council Meeting on the 4th

Con:

I will be around until about 4:45.

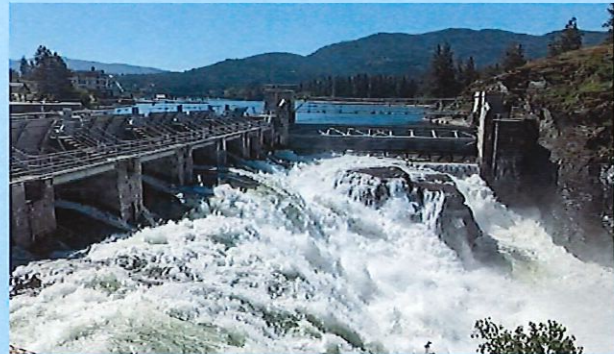
Thanks,

Jon Manley
Planning Manager
208.457.3344
jmanley@postfalls.gov

From: Con Brady <conbrady@hotmail.com>
Sent: Tuesday, January 21, 2025 10:06 AM
To: Jon Manley <jmanley@postfalls.gov>
Cc: jimrough@sbcglobal.net
Subject: Killdeer Meadows and City Council Meeting on the 4th

Killdeer Annexation

Case File: ANNX-24-4



Anna Staal – Planner I
February 4th, 2025

1

OWNER: Northern Lights Development, LLC

APPLICANT: Lake City Engineering, Inc.

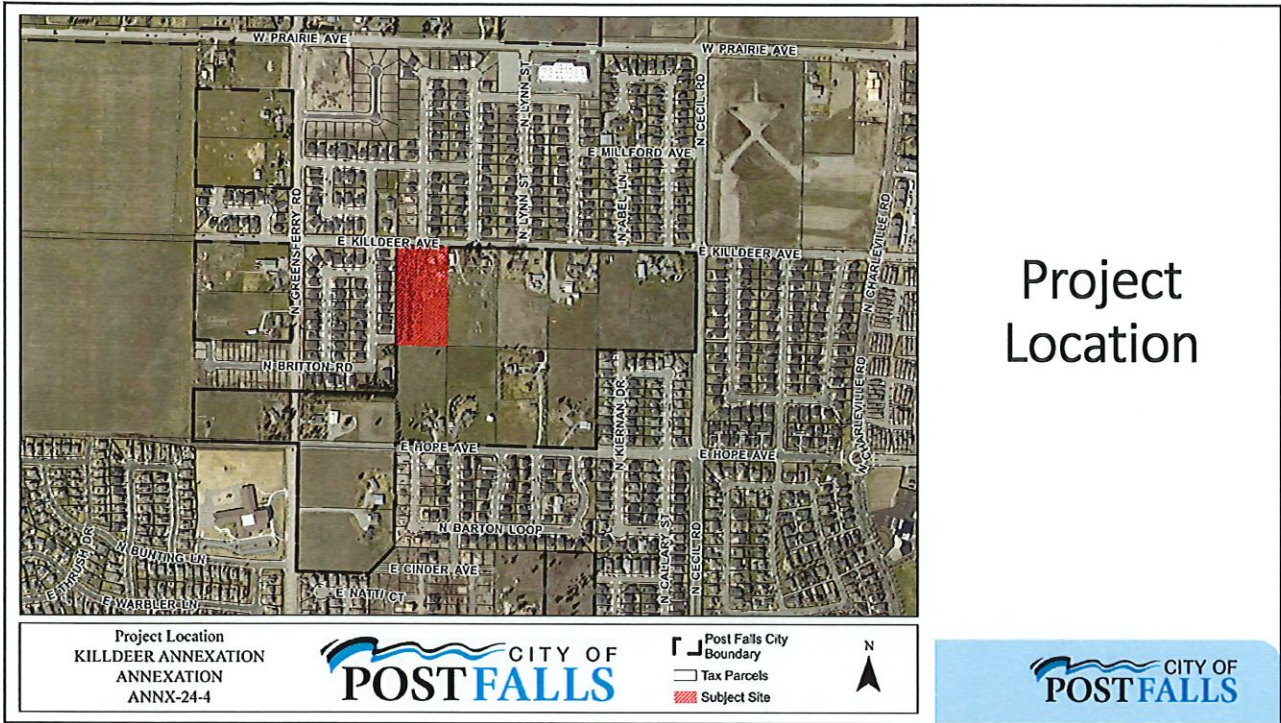
REQUESTED ACTIONS:

- **Annexation:** Applicant seeks approval for the approximately 4.89-acre annexation into the City of Post Falls with the forwarded recommendation for Single-Family Residential (R1) zoning from the Planning and Zoning Commission on October 24th, 2024.

Killdeer Annexation

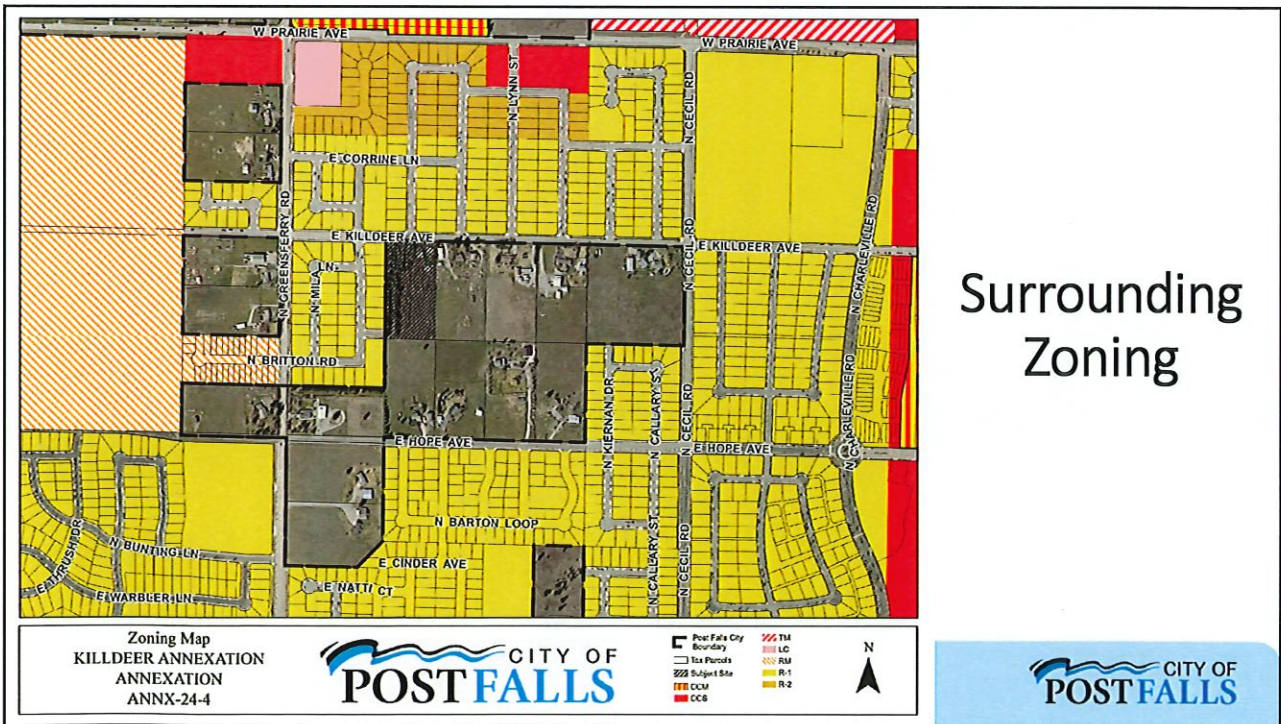


2



Project Location

3



Surrounding Zoning

4

Land Use & Site

- Currently it is used as a large lot residential single-family use
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- City would be willing to serve the property for the requested zoning of R1 and the location of the nearest sewer line is within the adjacent Killdeer Avenue

Water

- Ross Point Water District

Traffic

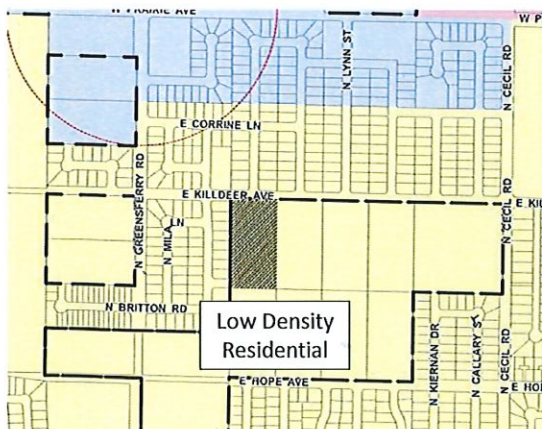
- Killdeer Ave. is classified as a Minor Collector roadway, which provides connectivity to between Greensferry Rd. (Minor Arterial) and Cecil Rd. (Major Collector)
- No impacts anticipated on the traffic network from the requested R1 zoning

Additional Information

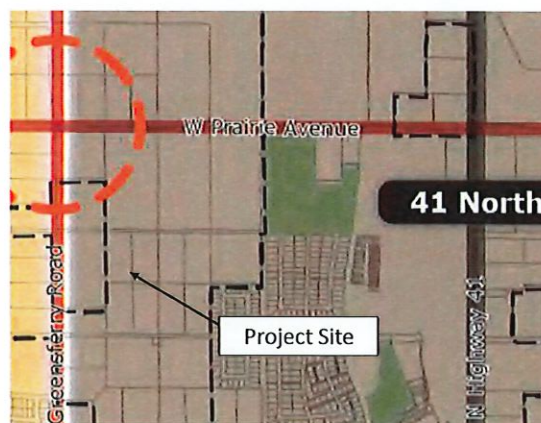


5

Future Land Use Designation



41 North Focus Area



Future Land Use Designation/Focus Area



6

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Zoning Review Criteria 1 & 2



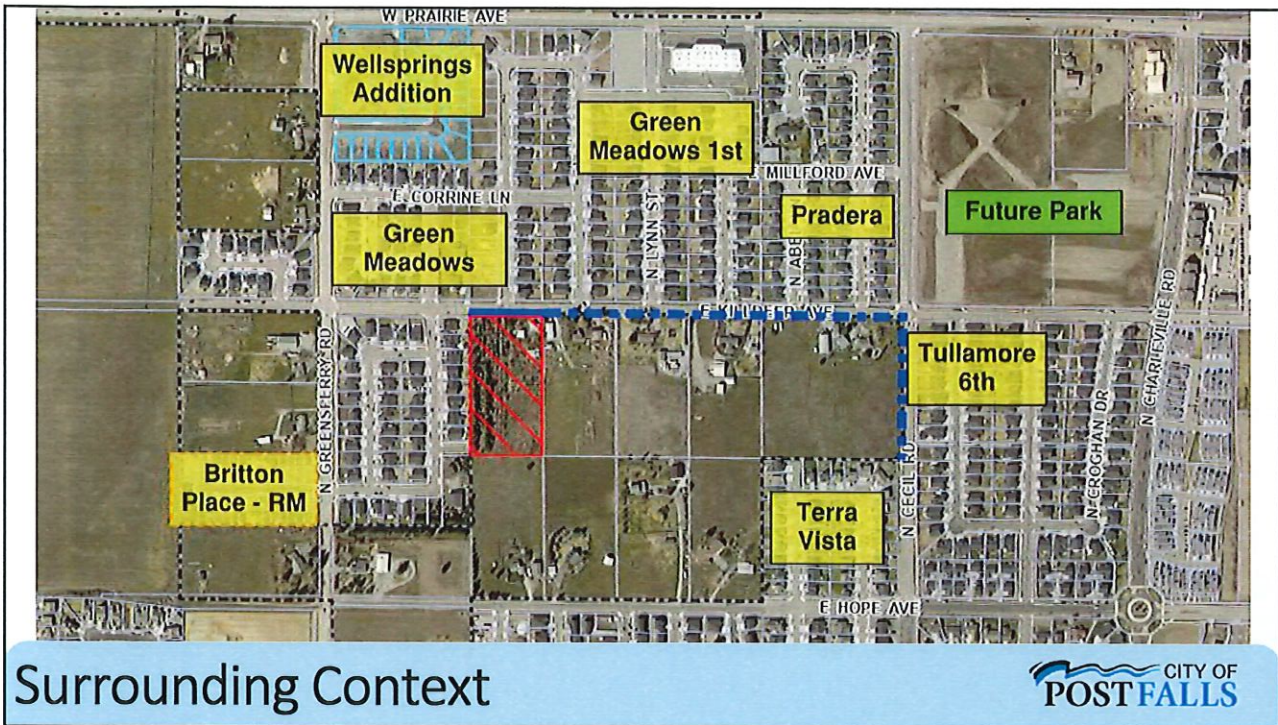
7

Zoning Comprehensive Compatibility

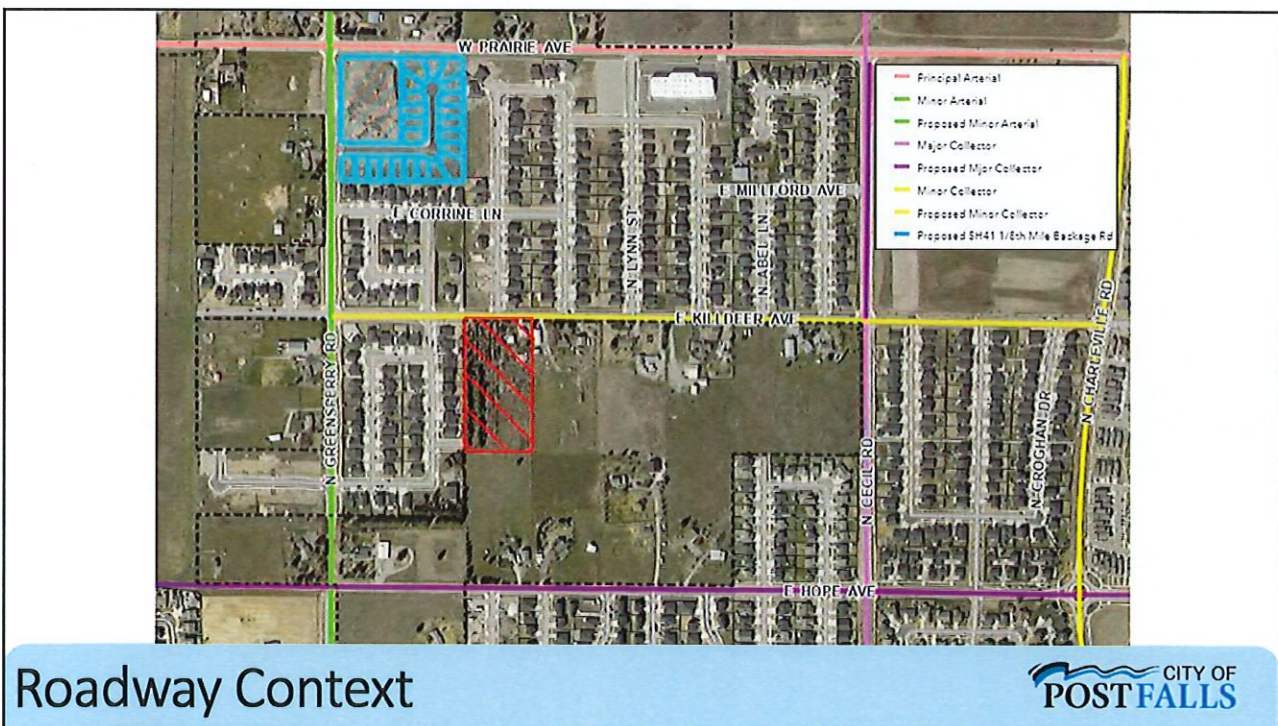
Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential This category encompasses all types of single-family residential uses up to eight dwelling units per acre.	41 North Development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail Facilitate the creation of the "backage roads" system...supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses	[G.06]: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives	[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities [P.26]: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls. [P.33]: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways



8



9



10

Zoning Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential This category encompasses all types of single-family residential uses up to eight dwelling units per acre.	41 North <i>Development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail</i> <i>Facilitate the creation of the "backage roads" system...supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses</i>	[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.	[P.08]: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits. [P.09] Encourage annexation of County "islands" within the City, with priority given to areas: - Surrounded by incorporated areas. - That have readily available service infrastructure and capacity.

11

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the City?

Zoning Review Criteria 3

12

- Bonneville Power Administration
- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Phillips 66 (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Idaho Dept. of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Spectrum
- PF Police Department
- Utilities (W/WW)
- Urban Renewal Agency
- Kootenai County Planning
- City Link
- Idaho Transportation Dept.
- KMPO

Agencies Notified



13

[PA-1] PFSD – Remain neutral

[PA-2] KCFR – Comment during permitting process

[PA-3] YPL – No impact

[PA-4] PFPD – Remain neutral

[PA-5] PFHD – No comment

[PA-6] DEQ – No comment at this stage

[PA-7] ITD – No comment

Agency Comments



14

- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**
- 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**
- 3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the City?**

Zoning Review Criteria



**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Police Chief

SUBJECT: Ordinance on Police Access in Exigent Circumstances

ITEM AND RECOMMENDED ACTION:

The City Council is being asked to consider a proposed ordinance that would require property developers or owners to install keyless entry systems or similar alternatives in common areas of buildings, such as gated communities or secured apartment complexes. This change is intended to help police officers respond more quickly to emergencies where lives or property may be at risk.

The Planning and Zoning Commission has already reviewed the ordinance, which held a public hearing and unanimously recommended approval. Staff recommends that the City Council adopt this ordinance to improve public safety and police response times in the city.

DISCUSSION:

Why This Code Is Needed:

Sometimes, police officers can't respond to emergencies quickly because they don't have access to gated communities or locked buildings. Delays in these situations can make emergencies worse or put people in danger. This ordinance would fix that problem by requiring new buildings to have systems in place that give police quick access during emergencies.

What the Code Will Do:

- Require property owners or developers to install keyless entry systems or similar tools for police access to common areas, like building entrances or shared hallways.
- Only apply to new buildings or major remodels where a building permit is needed.
- Allow the Chief of Police to approve the type of system being used.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission reviewed this proposal during a public hearing on November 12, 2024. They discussed how the rule would work, then voted to recommend approval of the ordinance to the City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the City Council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The ordinance requires no direct expenditure by the city. Compliance costs will be borne by property owners or developers.

BUDGET CODE:

ATTACHMENTS:

1. 2024.08.23 Police Access Exigency
2. POLICE ACCESS EXIG.pptx - Read-Only

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A NEW CODE SECTION 18.24.020.Q TITLED POLICE ACCESS EXIGENT CIRCUMSTANCES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that the development of properties in the City of Post Falls with restricted or limited access to common areas create problems for accessibility by police in exigent and/or emergency circumstances; and

WHEREAS, police are often called to respond to areas which are inaccessible by reason of restricted accesses either interior to structures or by locked common entry areas; and

WHEREAS, the fire code official may require access be provided to such restricted areas for life-saving or fire-fighting purposes; and

WHEREAS, police are sometimes the first responding party to emergency calls and have additional need for access in exigent circumstances as there is insufficient time to secure access directly from property owners.

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

SECTION 1. That a new Section 18.24.020.Q, entitled POLICE ACCESS EXIGENT CIRCUMSTANCES is added to the Post Falls Municipal Code as follows:

18.24.020. - General standards:

Q. Police Access Exigent Circumstances. Where access to or within a structure or an area is restricted because of secured openings or gated entries, or where immediate access is necessary for

life-saving or exigent circumstances, the chief of police is authorized to require the owner or developer to install and maintain a keyless entry system or suitable alternative, to provide police access to the common areas and corridors. The keyless entry system or alternative shall be subject to review and approval by the city. Exigent circumstances shall mean and include those situations where urgent and immediate action is necessary to prevent imminent harm to individuals, protect public safety, prevent the destruction of evidence, or stop a fleeing suspect.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed before the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action previously taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on September ____ 2025.

APPROVED, ADOPTED, and SIGNED this day of January, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A NEW CODE SECTION 18.24.020.Q TITLED POLICE ACCESS EXIGENT CIRCUMSTANCES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which adds a new provision permitting police access to restricted areas in exigent circumstances; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of January, 2025.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which adds a new provision permitting police access to restricted, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of January, 2025.

Field K. Herrington, City Attorney

ORDINANCE: POLICE ACCESS EXIGENCY

Why do we need this?

- Increase developments with common areas we do not know about.
- Extended response due to no access.
- Medical responses
- Protection of life or property
- Response to fire
- Gated communities with wrong access codes

Example 1 Common entrance door



Example 2 Hallway leading to apartment doors



Example 3 Common Entrance door



Example 4 Hallway to apartment doors



Example 5 Lock box installed



QUESTIONS

1) IS THE LANGUAGE CONSTITUTIONAL?

2) WHY DO WE NEED THIS PARTICULAR STATUTE?

THE LANGUAGE IS CONSTITUTIONAL:

“Exigent circumstances shall mean and include those situations where urgent and immediate action is necessary to prevent imminent harm to individuals, protect public safety, prevent the destruction of evidence, or stop a fleeing suspect.” 18.24.020

Exigency refers to the legal circumstances that allow police officers to perform certain actions without a warrant and not offend 4th Amendment. These circumstances include:

- **IMMINENT RISK OF INJURY (persons/property)**
- **DESTRUCTION OF EVIDENCE**
- **HOT PURSUIT/ESCAPE OF A SUSPECT**

EXAMPLES OF EXIGENT CIRCUMSTANCES **IN IDAHO LAW**

STATE V. SMITH (ID SUP CT) Smoking couch outside apartment

STATE V. BARRETT (ID CT APP) Man found collapsed unable to communicate.

STATE V. WIEDENHEFT (ID CT APP): Domestic Violence Altercation with Injury.

WHEN EXIGENT CIRCUMSTANCES

DON'T APPLY IN IDAHO LAW

STATE V. BANCAS (ID SUP CT): Time to secure a warrant

STATE V. KELLY (ID CT APP): Officer may not rely on avoidable exigent circumstances of his own creation

STATE V. WREN (ID CT APP): Retreat into home after being disruptive

WHY WE NEED THIS SPECIFIC ORDINANCE

While exigent circumstances justify warrantless entry, currently law enforcement may not have the means to enter when that exigency arises

Secured openings or gated entries means an emergency services may be unable to respond to an urgent matter, or encounter delays that could potentially result in loss of life or property.

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices

ITEM AND RECOMMENDED ACTION:

This is a returning proposed ordinance prohibiting interference, harassment, and disruption of City government operations and offices. The ordinance would amend existing Post Falls Municipal Code Section 9.08.020 and add a new Section 9.08.025, expanding and clarifying protections for City personnel and functions. The Council is asked to consider the proposed ordinance, and if approved, it will be brought back for formal adoption at a future meeting.

DISCUSSION:

The Council previously raised questions regarding whether the proposed ordinance's language is constitutional and necessary to achieve its stated goals.

City employees occasionally face interference, which hinders their ability to effectively serve the public. The proposed ordinance reinforces protections contained in our current code by clarifying and expanding upon existing code language. Post Falls Municipal Code Section 9.08.020, titled "Resisting or Interfering with Officer Prohibited," states:

"It is unlawful for any person to interfere willfully with(sic), resist, delay, obstruct, molest or threaten to molest any officer of the municipality in the exercise of his official duties."

The proposed amendment enhances the existing language, specifying prohibited behaviors, such as interference, harassment, and threats, that impact City employees and officials while they perform their official duties, and clarifying who is protected by the ordinance. The ordinance also adds a new Section 9.08.025 to address disruptions within City government offices and buildings. The draft has been reviewed by the City Prosecutor and the Chief of Police, who have affirmed that it provides better tools for enforcement and aligns with the City's goals for safety and operational integrity. Violations of these provisions are misdemeanors.

Following the Council's review, and any recommended adjustments, staff will prepare the ordinance for formal adoption at a subsequent meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council previously reviewed this item on November 19, 2024.

APPROVED OR DIRECTION GIVEN:

The council directed staff to make adjustments to the language and answer questions.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No fiscal impact is anticipated. Enforcement will be conducted within the scope of existing resources.

BUDGET CODE:

ATTACHMENTS:

1. 2025.01.14 Ordinance Harassment Abuse City
2. OBSTRUCTION CITY GOVT.pptx - Read-Only

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE SECTION 9.08.020 PROHIBITING DISRUPTION OF CITY GOVERNMENT OPERATIONS; PROVIDING FOR ADOPTION OF A NEW POST FALLS MUNICIPAL CODE SECTION 9.08.025 PROHIBITING DISRUPTION OF CITY GOVERNMENT OFFICES; PROVIDING FOR PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the City of Post Falls is committed to ensuring the safety, security, and well-being of its employees while they are engaged in the performance of their official duties; and

WHEREAS, city employees perform critical functions that are essential to the operation of city government and the provision of services to the public; and

WHEREAS, the City Council recognizes the importance of maintaining an environment where city employees can carry out their duties without fear of obstruction, interference, harassment, or threats of harm; and

WHEREAS, actions that obstruct or interfere with the performance of official city business undermine the city's ability to function effectively and provide essential services to its residents; and

WHEREAS, the City Council finds it necessary to adopt an ordinance to prohibit any obstruction of city business and to provide specific protections for city employees engaged in their official duties; and

WHEREAS, this ordinance is intended to enhance the enforcement of existing laws by clearly defining prohibited conduct and establishing penalties for violations to safeguard the effective operation of city government;

WHEREAS, this ordinance is to ensure the orderly operation of government functions while respecting and upholding the constitutional rights of individuals to engage in peaceful protest and lawful assembly;

WHEREAS, the City of Post Falls is authorized, pursuant to its police powers and applicable state laws, to enact ordinances that protect the public safety, health, and welfare of its employees and the community; and

WHEREAS, after the recommendation of the Post Falls Police Department and the Legal Services Department, the Mayor and City Council deem it to be in the best interests of the citizens of the City of Post Falls and that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Section 9.08.020 hereby repealed and a new Section 9.08.020 is adopted as follows:

9.08.020. - Obstruction of city government functions and personnel prohibited.

A person is guilty of obstructing city government operations if they intentionally and unlawfully resist, delay, obstruct, interrupt, prevent, or hinder the peaceful process or the performance of any governmental function or duty by any elected or appointed officer, employee, or agent of the City in any manner, including by harassment, abuse, or using or threatening to use violence, force or physical interference or obstacle. For purposes of this section, “unlawfully” does not include conduct protected under the First Amendment to the U.S. Constitution or Article I, Section 9 of the Idaho Constitution, such as peaceful protests or lawful public assembly. A violation of this section is a misdemeanor.

SECTION 2. That a new Section 9.08.025, is added to the Post Falls Municipal Code as follows:

9.08.025. - Disruption of government offices prohibited.

A person is guilty of disruption of government offices if they come into or remain in any government building, office, or public way adjacent thereto, without lawful reason, and intentionally causes substantial and unreasonable disruption of the activities or functioning of a government office. “Substantial and unreasonable disruption” means conduct that materially interferes with the ability of government officials or employees to perform their duties or prevents public access to government services, excluding activities protected under the First Amendment to the U.S. Constitution or Article I, Section 9 of the Idaho Constitution, such as peaceful protests or lawful public assembly. The term “government office” has its ordinary meaning, including city, county, state, or federal government offices. A violation of this section is a misdemeanor.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed before the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action previously taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The city clerk shall cause the Post Falls Municipal Code, to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 6. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

SECTION 7. The provisions of this ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 8. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on January ____ 2025.

APPROVED, ADOPTED, and SIGNED this day of January, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE SECTION 9.08.020 PROHIBITING DISRUPTION OF CITY GOVERNMENT OPERATIONS; PROVIDING FOR ADOPTION OF A NEW POST FALLS MUNICIPAL CODE SECTION 9.08.025 PROHIBITING DISRUPTION OF CITY GOVERNMENT OFFICES; PROVIDING FOR PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which revises Section 9.08.020 to expand the prohibition against obstructing city government operations to include the interference, resistance, or delay of elected or appointed officers, employees, or agents of the city. The ordinance also adds a new Section 9.08.025, making it unlawful for any person to disrupt the activities or functioning of a government office by entering or remaining in any government building or adjacent public way without lawful reason and causing substantial and unreasonable disruption. Both violations are classified as misdemeanors. It provides for the repeal of conflicting ordinances, codification, correction of errors, and severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of January, 2025.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which revises Section 9.08.020 to expand the prohibition against obstructing city government operations to include the interference, resistance, or delay of elected or appointed officers, employees, or agents of the city. The ordinance also adds a new Section 9.08.025, making it unlawful for any person to disrupt the activities or functioning of a government office by entering or remaining in any government building or adjacent public way without lawful reason and causing substantial and unreasonable disruption. Both violations are classified as misdemeanors. I find it to be a true and complete summary of said ordinance and provides the public adequate notice of the contents.

Dated this ____ day of January, 2025.

Field K. Herrington, City Attorney

ORDINANCE: OBSTRUCTION OF CITY GOVERNMENT DISRUPTION OF GOVERNMENT OFFICES

Why are we asking for this

- We have been seeing an increase in employees being threatened, harassed, and belittled because of where they work.
- What is happening does not always rise to the level of a crime.
- If criminal, it often puts the employee in an uncomfortable position.

Clarification

(this ordinance is for protection of City employees, not police)

YOUR CONCERNS

- 1) IS THE LANGUAGE TOO BROAD OR UNCONSTITUTIONAL?**
- 2) WHY DO WE NEED THIS PARTICULAR STATUTE (IS IT REDUNDANT)?**

THE LANGUAGE IS NOT TOO BROAD;
NOT UNCONSTITUTIONAL

All the terms in this statute show up in other Idaho Statutes that have been deemed constitutional:

- Disturbing the Peace (with caveat)
- Resisting and Obstructing
- Stalking
- Assault

State v. Poe

Deemed portion of Disturbing the Peace statute unconstitutional where it restricted speech – this statute specifically does not do that.

All of these laws are subject to reasonableness standard, context and common sense principles inherent in Idaho law.

Considered statutes from other jurisdictions which have passed constitutional muster.

WHY WE NEED THIS SPECIFIC ORDINANCE

There has been a recent history of aggressions against city employees (like snow-plow operators) who are attempting to perform municipal duties.

State v. Lantis

This ordinance is like Disturbing the Peace in that it is one of a series of laws that seeks to regulate public conduct in order to keep the peace: Title 18 Ch 64;

DTP: Too broad ~ meant to regulate conduct in a neighborhood, around a family, generally in the community
AND...

...Officers are specifically exempt as victims. [CASE?]
This logic could likely extend to other municipal employees.

This ordinance also like those meant to regulate interaction with certain personnel engaged in public service: law enforcement, health care workers, teachers.

Status of victim should matter: The status of these individuals as city employees should be relevant to whether aggressions/obstructions against them, while in the performance of their duties, are subject to prosecution.

Also like Resisting and Obstructing which is too narrowly tailored to address our concerns here. Does not address a broad enough range of personnel – like snowplow operators.

Policy goals similar to R&O – extended to protect municipal employees performing essential community functions.