



---

**CITY COUNCIL  
MEETING AGENDA**

**May 21, 2024  
6:00 PM**

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

---

**WORKSHOP – 5:00 pm Basement Conference Room**

- a. Citizen Handbook

**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

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

- a. Appointment of Randy Westlund to the KMPO board to replace Nathan Ziegler  
- **ACTION ITEM**

**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 – May 7th, 2024, City Council Meeting

- b. Payables April 30, 2024 - May 13, 2024
- c. March Cash and Investments
- d. Contract with the Metts Group for Pleasant View Marketing Plan
- e. Arche Development and Annexation Agreement ANNX-23-4
- f. Legion Park Development and Annexation Agreement ANNX-23-7

## **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. Kruger Annexation ANNX-23-5

## **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:**

## **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:**

- a. 4th and Idaho St. Roundabout Design - Clocktower

## **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.

- a. Projects Division Staff Report
- b. City of Post Falls Chamber Representation
- c. Kiwanis Park Trail Revision and Maintenance

## **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**

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission  
Building Community.

**CITY OF POST FALLS**

**AGENDA MEMO**

**Council Workshop**

**MEETING DATE: May 21, 2024**

---

**DATE:** May 21, 2024  
**TO:** Mayor And City Council  
**FROM:** Shelly Enderud, City Administrator  
**SUBJECT:** Citizen Handbook Follow Up Discussion  
**PRESENTATION:** Yes X No     

---

**AGENDA:**

- Utility Bill Insert
- P&R Brochure Style
- Large Citizen Handbook
- Monthly Explainer
- Hybrid Model with Website and App Options
- Timing of Publication
- Discussion on Examples Provided
- Direction to Staff



---

**CITY COUNCIL  
MEETING MINUTES**

**May 7, 2024  
6:00 PM**

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

---

**WORKSHOP – 5:00 pm Basement Conference Room**

- a. Water Reclamation Facility Master Plan

Craig Borrenpohl, Utilities Manager: During the workshop the history of the master plan development was given. Key points from some chapters were pointed out. The Capital Improvement Plan was gone over. And finally, the path to plan adoption was laid out.

**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove  
**Steigleder, Walker, Malloy, Westlund, Shove - Present**  
**Ziegler - Excused**

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

Mayor: Congratulation to Rob Palus for his promotion to City Engineer. It is well deserved.

**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**

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.

Malloy: The Public Hearing on the subject property, I drive by it all the time and my wife frequents the coffee stand there.

Field Herrington, City Attorney: As long as you can fairly judge it, it should be fine.

## 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 - April 11, 2024 City Council Workshop
- b. Minutes – April 16, 2024 City Council Meeting
- c. Payables April 9, 2024 - April 29, 2024
- d. Lumen Phone & Internet Contract
- e. Updated Appendix X to the Haycrop Commercial Park (aka Jacklin Ranch) Construction Improvement Agreement
- f. Intergovernmental Fee Waiver Agreement with Kootenai County Fire and Rescue
- g. Purchase of John Deere Wide Area Mower for the Parks Division
- h. Foxtail 10th Addition Subdivision Construction Improvement Agreement
- i. Jacklin Ranch (aka Haycrop Commercial Park) Subdivision Plat Application
- j. Legion Park Annexation Reasoned Decision (ANNX-23-7)
- k. Arche Annexation Reasoned Decision (ANNX-23-4)

Malloy: On item f, is there roughly the same number of inspections the fire department does for the city that they would waive the amount we would do and waive for the fire department?.

Herrington: We looked, and it came out as a wash.

**Motion by Malloy to accept the Consent Calendar as presented.**

**Second by Westlund.**

**Vote: Shove-Aye, Malloy-aye, Stiegleder-Aye, Westlund-Aye, Walker-Aye.**

**Motion Carried**

## 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. Our Next Venture Zone Change File No. ZC-23-4

**Public Hearing opened at 6:04 pm.**

**Staff Report**

Ethan Porter, Associate Planner: The applicant is Scott McArthur of McArthur Engineering and the Owner is Stan Groves, Our Next Venture LLC. The requested action is the applicant is seeking the City Council to approve a rezone of approximately 3.1 acres of Industrial (I) to Community Commercial Services (CCS). The property is generally located at the SW corner of N. Cedar St. and E. Seltice Way. The approval of the requested zoning is based on review criteria per PFMC 18.20.100:

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

Malloy: What commercial uses are permissible in CCS and not in Industrial?

Porter: We have a land use table that would need to be referenced.

Malloy: Si if someone was looking at this, one of the things not permitted in industrial is residential.

Porter: Correct, in CCS zone it is out right permitted to have some kind of retail in the first floor with some kind of residential above.

Westlund: If I remember correctly one of the key differences between Industrial and CCS is setbacks. CCS has not set backs.

Porter: Correct.

**Applicant**

Scott McArthur, McArthur Engineering: Does it meet the intent of the City's Comprehensive Plan, does it put a demonstrable impact on the City. It is zoned commercial in the future land use map. There is no demonstrable impact to the city. While residential use is permitted in a mixed use zone, it is not our intent to do it.

Steigleder: Can you tell us what you plan to put there?

McArthur: Standard commercial services.

Steigleder: Would you be open to a development agreement that would allow no residential development?

McArthur: Yes.

**Testimony**

In Favor - None

Neutral - Megan Rounds (Post Falls) - I live in Riverside Harbor and there is a group of us concerned they can put residential above it and the Cedar St intersection is really congested already. I am neutral to the commercial but in opposition to the residential.

In Opposition - None

**Rebuttal**

McArthur: It is our intent to just do commercial. The property is quite narrow.

**Public Hearing closed at 6:25 pm.**

## **Discussion**

### **Zoning 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?

Malloy: Yes, it is more consistent than Industrial.

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?

Malloy: The focus area talks about more commercial and job opportunities along the Seltice corridor and it improves pedestrian connectivity.

Stiegleder: It will meet the goals if there is only commercial but not if there is residential.

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?

Westlund: All said no.

Malloy: Is there heartburn if there is a development agreement?

Herrington: This is something the Council can consider and do, my only caveat is we have zoning in place for a reason and anytime you add a development agreement to a single parcel you are placing an additional restriction on a single parcel.

Mayor: I see what you mean but if we have a developer that is ok with on I feel we would not be signaling them out.

Westlund: I do not see why we would need to add anything, we demonstrated it is compliant with the zone.

Shove: I do not have a concern that residential will go in there. That seems like the most unlikely place.

Stiegleder: I would like the restriction. This would represent what the people want.

Walker: I am ok either way.

**Motion by Malloy to approve the Our Next Venture Zone Change File No ZC-23-4 with a development agreement prohibiting residential.**

**Second by Steigleder.**

**Vote: Malloy-Aye, Steigleder-Aye, Westlund-Aye, Walker-Aye, Shove-Aye**

**Motion Carried**

## **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. Public Works Operation Center Planning Services

John Beacham, Public Works Director: In 2021, the City completed a Facilities Plan establishing a program of capital projects to meet existing and future operational needs. One aspect of the plan is to relocate the existing Streets, Fleet, and Water Division facilities to a new location

because the current location at the Water Reclamation Facility will be needed for future expansion. The new combined facility is referred to as the future Public Works Operations Center. Towards this end, approximately 9.5 acres was purchased in 2022. Another aspect of the plan was to provide temporary improvements to the existing combined facilities. Initial design work for those improvements was conducted in 2023. As part of the initial design, the architect provided a very rough estimate of the cost to construct the first phase of the Public Works Operations Center to compare against the remodeling costs. This information was presented to the city council, who directed staff to pursue the permanent improvements instead of making the temporary improvements to the current facility. The proposed contract is the next step in that process. This project will provide site planning services and determine what will be included in the first phase of construction. This phase will be designed to allow for future expansion and to be compatible with the future adjoining city park. This phase will also provide more refined cost estimates suitable to allow budgeting of the project. Integrus Architecture and other firms were selected for the city's architectural services roster by the City Council on January 26, 2023. Earlier in 2024, staff interviewed the firms on the roster and found Integrus to be the most qualified for this project.

**Motion by Malloy to approve the Public Works Operation Center Planning Services.**

**Second by Walker.**

**Vote: Steigleder-Aye, Westlund-Aye, Walker-Aye, Shove-Aye, Malloy-Aye**

**Motion Carried**

#### **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:**

##### **a. Community Garden Parking Lot Construction Agreements**

Robbie Quin, Parks Planner: On May 28, 2019, the Parks and Recreation Commission approved the master plan design for the community garden that was developed by Bernardo Wills Architects. Following the approved master plan, JUB was contracted to provide engineering services to develop construction documents for the parking lot and related site improvements in 2020. In April, the City opened bids for the parking lot. Four bids were received. LaRiviere submitted the apparent low bid of \$582,547.33. The engineer's estimate for construction was \$550,000. After review, JUB and City staff believe the bid to be responsive and recommend the project be awarded to the low bidder, LaRiviere. This scope will include parking lot improvements such as curb and gutter, sidewalks, stormwater drainage, lighting, and asphalt paving. Additional site improvements will include a new water service, concrete, asphalt, and gravel trails, landscaping and irrigation, and site furnishings. Staff is also seeking council approval for a contingency of 10% in the amount of \$58,254.73 for potential change orders of unforeseen conditions for a total construction amount of \$640,802.06. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee. Additionally, the staff is seeking council approval for the contract with JUB for construction administration and observation of \$30,000. JUB will provide contract administration such as submittal review, review and preparation of contractor pay requests, and preparation of change order documentation. JUB will also provide construction observation such as construction

diaries, materials review, testing procedure, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, and substantial and final inspections. This contract will be billed based on actual working hours, and it is assuming 12 weeks of construction. The funding source for these contracts will be Park Impact Fees and the general fund.

Steigleder: We are paying for it out of impact fees, we we have funding going forward to maintain and update it?

Quinn: The Parks Department is aware of the upkeep.

**Motion by Malloy to approve the Community Garden Parking Lot Construction Agreements.**

**Second by Walker.**

**Vote: Westlund-Aye, Walker-Aye, Shove-Aye, Malloy-Aye, Steigleder-Aye**

**Motion Carried**

b. Purchase of Pump for the 3rd. Avenue Lift Station

Craig Borrenpohl, Utilities Manager: The 3rd Avenue Lift Station was evaluated by engineer consultant Keller Associates to ensure pumping rates would be adequate for anticipated increases in flow rates at the lift station in the coming years. Typical equipment selection procedures were followed for this motor. However, procurement of goods at this price level requires authorization from the City Council, which is why this agenda item is being presented.

Mayor: Is there a pump there now, and can it be utilized somewhere else?

Borrenpohl: Yes, and we do that often.

**Motion by Malloy to approve the purchase of pump for the 3rd Avenue Lift Station.**

**Second by Westlund.**

**Vote: Walker-Aye, Shove-Aye, Malloy-Aye, Steigleder-Aye, Westlund-Aye**

**Motion Carried**

c. Solids Hopper Building Modification - Bid Review

Borrenpohl: The City entered into a contract with JUB for engineering design and project bidding support services for modifications to the Water Reclamation Facility Solids Hopper and Hopper Building. The project design was completed, and the city ordered several of the larger valves for the modification project. This order was authorized by the Council on December 5, 2023. The remaining construction items were informally bid on by three contractors. Bids were opened on April 2, 2024. The received bids were all above the limits set forth in IDAPA 67-2805 and City Legal was consulted on options for moving the project forward. While a legal analysis of procedures indicates a bid award may be possible, staff believe the best option is to reject all bids and not award the project at this time. If rejected, the Solids Hopper Modifications project will be incorporated into a larger set of needed projects at the Water Reclamation Facility. This larger package will then be rebid following typical competitive open bid procedures. If awarded, the bid may be challenged by contractors for not meeting the "Semi-Formal" bid limits.

**Motion by Malloy to reject the solids hopper building modification.**

**Second by Westlund.**

**Vote: Shove-Aye, Malloy-Aye, Steigleder-Aye, Westlund-Aye, Walker-Aye**

**Motion Carried**

**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.

**None**

## **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. Spokane Street Project**

Andrew Arbini, Projects Division Manager: The project will replace the asphalt pavement, relocation and replacement of fire hydrants, ADA pedestrian ramps, dry conduit installation, surface crossing improvements at BNSF Railway crossing. This will be funded with a \$1.17 million ITD Strategic Initiatives Grant. The timeline of the project is to start construction in July 2024 and have completion in October 2024.

### **b. Community Parade Support Request - Nonprofit Application**

Shelly Enderud, City Administrator: Currently Post Falls has one parade a year, and it is at the Post Falls Festival. The Post Falls Community Ambassadors host it, the Post Falls Chamber assists and accepts applications. The Community Ambassadors receive applications and sponsor fees. The City has provided traffic management, security, assistance with planning, golf carts, clip boards, cones, and sandwich boards. The current practices are not sustainable. The estimated cost to the city for staffing is \$11,000. The Police Department does not have adequate staffing this year. We have no formal policy on this type of event. A formal policy would provide clear directions and ensure the safety of citizens and employees. The staff is recommending a parade policy including fees for application processing, rentals, street closures, city personnel support. The staff is also recommending the parade host to provide traffic management to include street closure applications, insurance, and staging. For this year we are looking for direction on whether the council wants us to develop a policy and should it be applied to this year or should we continue without a policy and provide support this year, do not provide support this year, or provide limited support this year.

Malloy: It is important to have a policy.

Westlund: What is the expected cost if the ambassadors were to take over the cost.

Enderud: We do not have that number now but we will get it.

Westlund: I am not against the City providing some support but a policy laying out the responsibilities and costs would be beneficial.

### **c. Exit Interview Procedures**

Janet Best, Human Resources Director: The purpose of exit interviews is to understand the reasons for employee departure. This would gather feedback for organizational improvement. The information shared is kept confidential. Exit interviews are conducted during the last week of employment or shortly after resignation, and it is up to the employee whether they would like to interview. Exit interviews are not typically done with terminated employees (after conferring with

ICRMP) or employees who resign in lieu of termination as they are offered a name clearing hearing. The participants are an HR representative and the employee and the format is a structured questionnaire or open-ended discussion. Responses are recorded for analysis and action, aggregated to keep confidential. The interviews are used to identify trends and issues in the work environment or management, inform about HR policies, training programs and retention strategies.

Shove: What would it take for us to see all the exit interviews? Is there a problem legally for us to do that?

Herrington: First off, they are confidential public records. The person would have to consent to that record being shared. Personnel issues are the preview of the Mayor's office as the Chief Executive of the City where the Council functions more as a policy setting legislative body.

Shove: If someone doesn't want to come into an interview is there some way we could maybe email them some questions?

Best: We have talked about doing that.

Westlund: So we have done the interviews in the past and have data?

Best: Yes.

## 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.

Shove: The Citizen issue section, could we move it up in the agenda or have two sections?

Mayor: We will have staff look into it.

Malloy: If I remember, we had the problem of people wanting to talk about something that was on the agenda and they could not.

Herrington: Also, it was placed right before the Mayor and Council Comments so if a citizen brings something up, the Council or the Mayor could ask for it to be brought back to a future meeting.

Westlund: I am going to a budget summit in June. The purpose is to use data and plug it into their tool and see how it works.

Steigleder: I wanted to thank officer Jack Casey for the bust of a lot of weapons and items a few weeks ago.

## 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. **ACTION ITEM** 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.

**Motion by 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, further that no action will be taken during the session and**

the session will last no longer than 5 minutes.

Second by Walker.

Vote: Malloy-Aye, Steigleder-Aye, Westlund-Aye, Walker-Aye, Shove-Aye

Motion Carried

Entered into session at 7:36 pm.

Exited session at 7:46 pm.

## **RETURN TO REGULAR SESSION**

- a. Authorizing Staff to Mediate Claim and or Settle as Discussed in Executive Session -  
**ACTION ITEM**

**Motion by Malloy authorizing staff to mediate claim and or settle as discussed in Executive Session.**

**Second by Walker.**

**Vote: Steigleder-Aye, Westlund-Aye, Walker-aye, Shove-Aye, Malloy-Aye**

**Motion Carried**

## **ADJOURNMENT**

**7:46 PM**

---

Ronald G. Jacobson, Mayor

---

Shannon Howard, City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission  
Building Community.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Nancy Wolf, CSR/AP  
**SUBJECT:** Payables April 30, 2024 - May 13, 2024

---

**ITEM AND RECOMMENDED ACTION:**

**DISCUSSION:**

Accounts payable check run 5/22/24/Hand Checks

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$1,025,073.52

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. HandCheck list for 05.22.24 check run
2. Check Run 05.22.24

---

**ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY F**

---

|           |                     |                                                      |
|-----------|---------------------|------------------------------------------------------|
| 05/03.24  | \$58.03             | 96386 AT&T Mobility                                  |
| 05/03.24  | \$12.12             | 96387 AT&T Mobility                                  |
| 05/03.24  | \$1,865.08          | 96388 AVISTA Utilities                               |
| 05/03.24  | \$165.00            | 96389 DeVries Info Management                        |
| 05/03.24  | \$130.01            | 96390 Kootenai Electric                              |
| 05/03.24  | \$379.18            | 96391 Ricoh USA Inc.                                 |
| 05/03.24  | \$544.33            | 96392 Verizon Wireless                               |
| 05/03.24  | \$305.19            | 96393 Verizon Wireless                               |
| 05/03.24  | \$160.92            | 96394 Zply Fiber                                     |
| 5/10/2024 | \$915.04            | 96395 AT&T Mobility                                  |
| 5/10/2024 | \$89.51             | 96396 City of Spokane Utility Billing                |
| 5/10/2024 | \$125.00            | 96397 Division of Occupational/Professional Licenses |
| 5/10/2024 | \$424.15            | 96398 Kootenai Electric                              |
| 5/10/2024 | \$653.22            | 96399 SpectraSite Communications LLC                 |
| 5/10/2024 | \$2,024.01          | 96400 T-Mobile                                       |
| 5/10/2024 | \$293.83            | 96401 Zply Fiber                                     |
| 5/10/2024 | \$1,203.50          | 96402 Zply Fiber                                     |
| 5/10/2024 | \$96.29             | 96460 AT&T Long Distance                             |
| 5/10/2024 | \$98,340.16         | 96461 AVISTA Utilities                               |
| 5/10/2024 | \$139.98            | 96462 Charter Communications                         |
| 5/10/2024 | \$169.98            | 96463 Charter Communications                         |
| 5/10/2024 | \$104.97            | 96464 Charter Communications                         |
| 5/10/2024 | \$25,367.27         | 96465 Idaho State Tax Commission                     |
| 5/10/2024 | \$25,339.46         | 96466 Kootenai Electric                              |
| 5/10/2024 | \$625.76            | 96469 Post Falls Food Bank                           |
| 5/10/2024 | \$417.33            | 96470 Ricoh USA Inc.                                 |
| 5/10/2024 | \$120.03            | 96471 Verizon Wireless                               |
| 5/10/2024 | \$120.03            | 96472 Verizon Wireless                               |
| 5/10/2024 | \$170.22            | 96473 Verizon Wireless                               |
| 5/10/2024 | \$440.11            | 96474 Verizon Wireless                               |
| 5/10/2024 | \$80.02             | 96475 Verizon Wireless                               |
| 5/10/2024 | \$59.97             | 96476 Zply Fiber                                     |
| 5/10/2024 | \$12,882.60         | 96477 Kootenai Electric                              |
|           | <b>\$173,822.30</b> |                                                      |

---

**FOR CHECK RUN 5.22.24**

---

|                     |                    |
|---------------------|--------------------|
| Pay Before Due Date | 001-424.0000.65030 |
| Pay Before Due Date | 750-462.0000.65030 |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | 001-421.0000.65030 |
| Pay Before Due Date | 700-461.0000.6550  |
| Pay Before Due Date | 001-421.0000.65030 |
| Pay Before Due Date | 001-421.0000.65021 |
| Pay Before Due Date | 001-421.0000.62040 |
| Pay Before Due Date | 001-421.0000.65030 |
| Pay Before Due Date | 001-421.0000.65030 |
| Pay Before Due Date | 001-421.0000.65030 |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | 001-443.0000.65030 |
| Pay Before Due Date | 001-443.0000.65030 |
| Pay Before Due Date | 001-443.0000.65030 |
| Pay Before Due Date | Various            |
| Pay Before Due Date | Various            |
| Pay Before Due Date | 01-22110           |
| Pay Before Due Date | Various            |
| Pay Before Due Date | 001-453.0000.65030 |
| Pay Before Due Date | 001-424.0000.65030 |
| Pay Before Due Date | 001-443.0000.65030 |
| Pay Before Due Date | Various            |
| Pay Before Due Date | 001-452.0000.65030 |
| Pay Before Due Date | 001-481.0000.68390 |
| Pay Before Due Date | Various            |

# Post Falls Check Approval



City of Post Falls

Packet: APPKT12947 - Check Run 05.15.24  
Vendor Set: 01 - Vendor Set 01

Check Date: 5/16/2024

| Vendor Number                        | Vendor Name            | Invoice #                                     | Invoice Description                          | Account Number     | Distribution Amount |
|--------------------------------------|------------------------|-----------------------------------------------|----------------------------------------------|--------------------|---------------------|
| Bank Code                            | Payment Type           |                                               |                                              |                    |                     |
| <b>Fund: 001 - GENERAL FUND</b>      |                        |                                               |                                              |                    |                     |
| Balance Sheet Accounts               |                        |                                               |                                              |                    |                     |
| <a href="#">VEN06558</a>             | ARCHITERRA HOMES       |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">BOND RELEASE - 5193 E. DORADO</a> | BOND RELEASE - 5193 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4902 E. DORADO</a> | BOND RELEASE - 4902 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4907 E. DORADO</a> | BOND RELEASE - 4907 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4918 E. DORADO</a> | BOND RELEASE - 4918 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4923 E. DORADO</a> | BOND RELEASE - 4923 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4893 E. DORADO</a> | BOND RELEASE - 4893 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 5163 E. DORADO</a> | BOND RELEASE - 5163 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 5209 E. DORADO</a> | BOND RELEASE - 5209 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 5201 E. DORADO</a> | BOND RELEASE - 5201 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 5173 E. DORADO</a> | BOND RELEASE - 5173 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 5183 E. DORADO</a> | BOND RELEASE - 5183 E. DORADO                | 001-22115          | 2,000.00            |
|                                      |                        | <a href="#">BOND RELEASE - 4888 E. DORADO</a> | BOND RELEASE - 4888 E. DORADO                | 001-22115          | 2,000.00            |
| <a href="#">VEN14953</a>             | Ian Swanstrom          |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">BOND RELEASE - 702 S. OSPREY</a>  | BOND RELEASE - 702 S. OSPREY                 | 001-22115          | 2,000.00            |
| <b>Balance Sheet Accounts Total:</b> |                        |                                               |                                              |                    | <b>26,000.00</b>    |
| Dept: 411 Mayor & Council            |                        |                                               |                                              |                    |                     |
| <a href="#">VEN14744</a>             | Veritas Advisors, LLP  |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">5768</a>                          | Veritas Advisors April Lobbying              | 001-411.0000.62040 | 2,916.66            |
| <b>Dept 411 Total:</b>               |                        |                                               |                                              |                    | <b>2,916.66</b>     |
| Dept: 412 Information Systems        |                        |                                               |                                              |                    |                     |
| <a href="#">A017</a>                 | A-Tec, Inc.            |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">6262</a>                          | Memory Protection Battery for elevator contr | 001-412.0000.63030 | 157.73              |
| <b>Dept 412 Total:</b>               |                        |                                               |                                              |                    | <b>157.73</b>       |
| Dept: 414 Finance                    |                        |                                               |                                              |                    |                     |
| <a href="#">A4280</a>                | Alpine Summit CPAs     |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">11791</a>                         | Audit services for GASB 96 and GASB 87       | 001-414.0000.62091 | 1,350.00            |
| <a href="#">B091</a>                 | BDS                    |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">94383</a>                         | Utility Billing                              | 001-414.1445.62170 | 5,837.75            |
|                                      |                        |                                               |                                              | 001-414.1445.62190 | 3,823.92            |
| <a href="#">V040</a>                 | ODP Business Solutions |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">366099332001</a>                  | Office Supplies-Cemetery                     | 001-414.0000.63060 | 76.12               |
|                                      |                        | <a href="#">366125874001</a>                  | Office Supplies-Finance                      | 001-414.0000.63060 | 9.10                |
|                                      |                        | <a href="#">365089229001</a>                  | Replacement Post Its-Finance                 | 001-414.0000.63060 | 13.75               |
| <a href="#">VEN02035</a>             | Staples, Inc           |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">6001837622</a>                    | Office Supplies-Finance                      | 001-414.0000.63060 | 56.28               |
|                                      |                        | <a href="#">6001837624</a>                    |                                              | 001-414.0000.63060 | 75.49               |
| <b>Dept 414 Total:</b>               |                        |                                               |                                              |                    | <b>11,242.41</b>    |
| Dept: 415 City Clerk                 |                        |                                               |                                              |                    |                     |
| <a href="#">A4761</a>                | APS Inc                |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">91772</a>                         | Postage Machine                              | 001-415.0000.66080 | 395.00              |
| <a href="#">VEN03335</a>             | Francotyp-Postalia Inc |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">RI106176251</a>                   | Postage Meter Rental                         | 001-415.0000.66080 | 135.00              |
| <a href="#">VEN14767</a>             | NextRequest, LLC       |                                               |                                              |                    |                     |
| APMWB                                | Check                  | <a href="#">280695</a>                        | Public Records Request Software              | 001-415.0000.62040 | 8,091.00            |
| <b>Dept 415 Total:</b>               |                        |                                               |                                              |                    | <b>8,621.00</b>     |

Dept: 421 Police

| Vendor Number<br>Bank Code | Vendor Name<br>Payment Type          | Invoice #                       | Invoice Description                        | Account Number     | Distribution Amount |
|----------------------------|--------------------------------------|---------------------------------|--------------------------------------------|--------------------|---------------------|
| <a href="#">A0690</a>      | AccessData Corp                      |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">10896334</a>        | PD Shredding Services                      | 001-421.0000.68010 | 73.69               |
| <a href="#">VEN14905</a>   | Car Wash Plaza                       |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">1131</a>            | PD April Car Washes                        | 001-421.0000.67170 | 100.00              |
|                            |                                      | <a href="#">1114</a>            | PD Car Washes - March                      | 001-421.0000.67170 | 100.00              |
| <a href="#">VEN14145</a>   | Charter Communications               |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">228876901050124</a> | Substation Internet                        | 001-421.0000.65030 | 114.99              |
| <a href="#">C220</a>       | Coleman Oil Co                       |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">CP-0120689</a>      | PD Gasoline                                | 001-421.0000.64030 | 6,377.72            |
| <a href="#">VEN14874</a>   | Debra J Salish                       |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">24-59</a>           | Uniform Tailoring - Owens, Bowne           | 001-421.4000.72000 | 25.00               |
|                            |                                      | <a href="#">24-61</a>           | Uniform Tailoring - Sporleder              | 001-421.4000.72000 | 42.00               |
| <a href="#">VEN14950</a>   | Dynamic Designs                      |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">5884</a>            | PD Retractable Banner Stand                | 001-421.0000.63060 | 339.00              |
|                            |                                      | <a href="#">5628</a>            | Vehicle Wrap - Ford Explorer               | 001-421.0000.67100 | 1,266.88            |
|                            |                                      | <a href="#">5883</a>            | Vehicle Wrap - Chevy Impala                | 001-421.0000.67100 | 1,454.38            |
| <a href="#">G020</a>       | Galls, LLC                           |                                 |                                            |                    |                     |
| APMWB                      | Electronic Funds Transf              | <a href="#">027802143</a>       | New Hire Uniforms - Mace, Garcia           | 001-421.0000.67020 | 21.05               |
|                            |                                      | <a href="#">027772378</a>       | New Hire Uniforms - Storage Clipboard, Gar | 001-421.0000.67020 | 41.40               |
|                            |                                      | <a href="#">07668532</a>        | PD Uniforms - Handcuff Pouches             | 001-421.0000.67020 | 248.40              |
|                            |                                      | <a href="#">027723856</a>       | New Hire Uniforms - Tourniquet, Garcia     | 001-421.4000.72000 | 29.44               |
|                            |                                      | <a href="#">027869253</a>       | New Hire Uniform - Morgan                  | 001-421.4000.72000 | 679.48              |
|                            |                                      | <a href="#">027869255</a>       | New Hire Uniforms - Zentgraf               | 001-421.4000.72000 | 484.23              |
|                            |                                      | <a href="#">027681044</a>       | PD Uniforms - Taser Pockets                | 001-421.4000.72000 | 106.16              |
|                            |                                      | <a href="#">027735731</a>       | New Hire Uniforms - Mace Holder, Garcia    | 001-421.4000.72000 | 40.98               |
|                            |                                      | <a href="#">027625370</a>       | New Hire Uniform - Mace Holder, Gochenou   | 001-421.4000.72000 | 39.00               |
|                            |                                      | <a href="#">027706369</a>       | PD Uniforms - C-A-T Holder                 | 001-421.4000.72000 | 22.08               |
|                            |                                      | <a href="#">02786952</a>        | New Hire Uniform - Essaulov                | 001-421.4000.72000 | 751.47              |
| <a href="#">1153</a>       | Idaho State Police                   |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">IN2799</a>          | Quarterly ILETs Fee                        | 001-421.0000.67310 | 18,762.50           |
| <a href="#">N001</a>       | Napa Auto Parts                      |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">3688-289431</a>     | PFPD Core Deposit                          | 001-421.0000.67100 | -143.37             |
|                            |                                      | <a href="#">3688-289038</a>     | PFPD115 - Brake Pad & Service Rotors       | 001-421.0000.67100 | 195.34              |
|                            |                                      | <a href="#">3688-289316</a>     | refund of 3688-289038                      | 001-421.0000.67100 | -195.34             |
|                            |                                      | <a href="#">3688-290124</a>     | PFPD120 - Service Rotors                   | 001-421.0000.67100 | 172.34              |
|                            |                                      | <a href="#">3688-290366</a>     | Refund of 3688-285653                      | 001-421.0000.67100 | -130.98             |
|                            |                                      | <a href="#">3688-290509</a>     | PFPD100 - Cleaner & Hazard Switch          | 001-421.0000.67100 | 85.36               |
|                            |                                      | <a href="#">3688-289939</a>     | PD Stock Glass Cleaners                    | 001-421.0000.67100 | 79.56               |
|                            |                                      | <a href="#">3688-291328</a>     | PFPD Stock - Heat Shrink Tubing            | 001-421.0000.67100 | 1.85                |
|                            |                                      | <a href="#">3688-291380</a>     | PFPD Stock - Loom-Split Polys              | 001-421.0000.67100 | 68.24               |
|                            |                                      | <a href="#">3688-290581</a>     | PFPD Stock - Liquid Tape                   | 001-421.0000.67100 | 10.11               |
|                            |                                      | <a href="#">3688-291325</a>     | PFPD Stock - Heat Shrink Tubing            | 001-421.0000.67100 | 15.25               |
|                            |                                      | <a href="#">3688-291503</a>     | PFPD Stock - Butt Connectors               | 001-421.0000.67100 | 34.16               |
|                            |                                      | <a href="#">3688-291190</a>     | PFPD167 - Circuit Breaker                  | 001-421.0000.67100 | 43.49               |
| <a href="#">VEN03694</a>   | Otis Elevator Company                |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">100401402331</a>    | elevator service contract                  | 001-421.0000.68060 | 664.26              |
| <a href="#">VEN04570</a>   | Premier Vehicle Installation, Inc    |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">44241</a>           | PFPD145 - Seat Belt Retractor              | 001-421.0000.67100 | 161.74              |
| <a href="#">VEN14817</a>   | Public Safety Psychological Services |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">4589</a>            | Applicant Psych Evals                      | 001-421.0000.62040 | 960.00              |
| <a href="#">VEN04236</a>   | Ramey's Yard Care                    |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">729009</a>          | PD Quarterly Pest Control                  | 001-421.0000.68010 | 85.00               |
| <a href="#">S0760</a>      | Seltice Laundry                      |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">8/194</a>           | PD Car Wash                                | 001-421.0000.67170 | 14.62               |
| <a href="#">R251</a>       | Serights Ace Hardware                |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">354548/1</a>        | PD KeyKrafter Brass & Rubberhead           | 001-421.0000.67100 | 15.44               |
| <a href="#">VEN14902</a>   | The Bunker Tri-Cities LLC            |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">INV/2024/00186</a>  | Uniform - Corral                           | 001-421.4000.72000 | 104.52              |
| <a href="#">T118</a>       | TPI Embroidery                       |                                 |                                            |                    |                     |
| APMWB                      | Check                                | <a href="#">11085</a>           | Uniform Adjustments                        | 001-421.4000.72000 | 48.00               |
| <a href="#">VEN03255</a>   | Ziply Fiber                          |                                 |                                            |                    |                     |



| Vendor Number            | Vendor Name                                       | Invoice #                         | Invoice Description                         | Account Number     | Distribution Amount |
|--------------------------|---------------------------------------------------|-----------------------------------|---------------------------------------------|--------------------|---------------------|
| Bank Code                | Payment Type                                      |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">208-197-1263-0426</a> | PD Internet                                 | 001-421.0000.65030 | 616.00              |
| Dept 421 Total:          |                                                   |                                   |                                             |                    | 34,025.44           |
| Dept: 424 Legal          |                                                   |                                   |                                             |                    |                     |
| <a href="#">C220</a>     | Coleman Oil Co                                    |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">CP-0125103</a>        | Fuel Usage - April 2024                     | 001-424.0000.64030 | 134.62              |
| <a href="#">VEN14845</a> | Smith & Malek, PLLC                               |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">49942</a>             | GVD Partners HWY 41 Borrow Pit              | 001-424.0000.62040 | 21,700.50           |
| <a href="#">VEN02035</a> | Staples, Inc                                      |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">6001837626</a>        | Office Supplies-PW Admin                    | 001-424.0000.63060 | 34.04               |
| Dept 424 Total:          |                                                   |                                   |                                             |                    | 21,869.16           |
| Dept: 427 Animal Control |                                                   |                                   |                                             |                    |                     |
| <a href="#">VEN14369</a> | Better Together Animal Alliance                   |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">PF40</a>              | Animal Shelter Health Certificates          | 001-427.0000.63000 | 50.00               |
| <a href="#">C220</a>     | Coleman Oil Co                                    |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">CP-0120689</a>        | PD Gasoline                                 | 001-427.0000.64030 | 265.93              |
| Dept 427 Total:          |                                                   |                                   |                                             |                    | 315.93              |
| Dept: 431 Streets        |                                                   |                                   |                                             |                    |                     |
| <a href="#">A365</a>     | American On-Site Services                         |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">I22334</a>            | Streets Port-a-john cleanout - April        | 001-431.0000.68130 | 78.00               |
| <a href="#">A497</a>     | Arrow Construction Supply, Inc                    |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">397373</a>            | Crafco Detack                               | 001-431.0000.68090 | 286.29              |
| <a href="#">VEN05261</a> | CDA PAVING                                        |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">94115</a>             | 3/4"minus crushed base                      | 001-431.0000.68090 | 217.04              |
|                          |                                                   | <a href="#">94500</a>             | Dumping clean concrete from Potlatch/Seltic | 001-431.0000.68150 | 164.40              |
|                          |                                                   | <a href="#">94499</a>             | 3/4" minus crush base                       | 001-431.0000.68150 | 160.65              |
|                          |                                                   | <a href="#">94501</a>             | Dumping Clean Concrete - Riverside Harbor   | 001-431.0000.68150 | 412.20              |
| <a href="#">C220</a>     | Coleman Oil Co                                    |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">CP-0125103</a>        | Fuel Usage - April 2024                     | 001-431.0000.64030 | 6,496.92            |
| <a href="#">VEN02994</a> | Grimco                                            |                                   |                                             |                    |                     |
| APMWB                    | Electronic Funds Transf                           | <a href="#">32513825-01</a>       | RTape 4075RLA Premask - 24, 36, 30 x100y    | 001-431.0000.63260 | 349.14              |
| <a href="#">I070</a>     | Idaho Asphalt Supply, Inc.                        |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">4-567675</a>          | 2024 Durapatch                              | 001-431.0000.68090 | 702.00              |
|                          |                                                   | <a href="#">4-566933</a>          | 2024 Durapatcher oil - CRS2                 | 001-431.0000.68090 | 559.00              |
|                          |                                                   | <a href="#">4-567500</a>          | 2024 Durapatch                              | 001-431.0000.68090 | 552.50              |
|                          |                                                   | <a href="#">4-567674</a>          |                                             | 001-431.0000.68090 | 364.00              |
| <a href="#">I340</a>     | Interstate Concrete & Asphalt                     |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">962553</a>            | Durapatch - 3/8"-1/4" Chips                 | 001-431.0000.68090 | 144.97              |
| <a href="#">VEN14810</a> | Jett Concrete Inc                                 |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">312</a>               | Greenferry Curb & Gutter                    | 001-431.0000.68130 | 3,500.00            |
|                          |                                                   | <a href="#">311</a>               | 2024 ADA Ramps                              | 001-431.0000.68130 | 49,500.00           |
| <a href="#">L071</a>     | Local Highway Technical Assistance Council- LHTAC |                                   |                                             |                    |                     |
| APMWB                    | Electronic Funds Transf                           | <a href="#">T241824OLHA-2</a>     | Training Delivery                           | 001-431.0000.64020 | 120.00              |
|                          |                                                   | <a href="#">T204172024LC-2</a>    | Training delivery                           | 001-431.0000.64020 | 120.00              |
| <a href="#">N001</a>     | Napa Auto Parts                                   |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">3688-292100</a>       | Grease & towels                             | 001-431.0000.68130 | 146.76              |
| <a href="#">N210</a>     | Northland Nursery                                 |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">220000045895</a>      | Fertilizer for Garden                       | 001-431.0000.68010 | 48.00               |
| <a href="#">V040</a>     | ODP Business Solutions                            |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">365089229001</a>      | Replacement Post Its-Finance                | 001-431.0000.63060 | 18.99               |
| <a href="#">R251</a>     | Serights Ace Hardware                             |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">354715/1</a>          | Propane                                     | 001-431.0000.68090 | 13.92               |
|                          |                                                   | <a href="#">354758/1</a>          | Wand Tips for Durapatcher                   | 001-431.0000.68090 | 12.88               |
|                          |                                                   | <a href="#">354863/1</a>          | Propane                                     | 001-431.0000.68090 | 9.57                |
|                          |                                                   | <a href="#">354569/1</a>          | Sprinkler Repair piping                     | 001-431.0000.68130 | 14.33               |
|                          |                                                   | <a href="#">354800/1</a>          | 45 deg elbow                                | 001-431.0000.68130 | 2.51                |
|                          |                                                   | <a href="#">354997/1</a>          | Propane & sprayer                           | 001-431.0000.68150 | 91.42               |
| <a href="#">T1195</a>    | Traffic Safety Supply Co, Inc.                    |                                   |                                             |                    |                     |
| APMWB                    | Check                                             | <a href="#">INV069488</a>         | Road Cones                                  | 001-431.0000.68150 | 5,715.00            |

| Vendor Number<br>Bank Code            | Vendor Name<br>Payment Type    | Invoice #                    | Invoice Description                                          | Account Number     | Distribution Amount |
|---------------------------------------|--------------------------------|------------------------------|--------------------------------------------------------------|--------------------|---------------------|
| <a href="#">W090</a>                  | Welch Comer & Associates, Inc. |                              |                                                              |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">41354110-021</a> | Spokane Street Rehab Welch Invoice April 2001-431.1811.95040 |                    | 2,187.48            |
| Dept 431 Total:                       |                                |                              |                                                              |                    | 71,987.97           |
| Dept: 432 Public Works Administration |                                |                              |                                                              |                    |                     |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024                                      | 001-432.0000.64030 | 69.10               |
| <a href="#">VEN02035</a>              | Staples, Inc                   |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">6001837626</a>   | Office Supplies-PW Admin                                     | 001-432.0000.63060 | 13.78               |
| Dept 432 Total:                       |                                |                              |                                                              |                    | 82.88               |
| Dept: 433 Facility Maintenance        |                                |                              |                                                              |                    |                     |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024                                      | 001-433.0000.64030 | 195.63              |
| <a href="#">F070</a>                  | Fire Safety Specialists        |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">26643</a>        | fire extuingsher inspection                                  | 001-433.0000.68010 | 168.00              |
| <a href="#">K100</a>                  | Kootenai County Solid Waste    |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">09-84767</a>     | CH old chair disposa                                         | 001-433.0000.68010 | 10.40               |
| <a href="#">P310</a>                  | Platt Electric Supply          |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">6z54513</a>      | HVAC fuses                                                   | 001-433.0000.68030 | 463.68              |
| <a href="#">S0760</a>                 | Seltice Laundry                |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">8.205</a>        | laundry service                                              | 001-433.0000.63160 | 46.53               |
|                                       |                                | <a href="#">8.195</a>        |                                                              | 001-433.0000.63160 | 24.16               |
|                                       |                                | <a href="#">8.198</a>        |                                                              | 001-433.0000.63160 | 36.24               |
|                                       |                                | <a href="#">8.197</a>        |                                                              | 001-433.0000.63160 | 33.66               |
|                                       |                                | <a href="#">8.196</a>        |                                                              | 001-433.0000.63160 | 31.68               |
| <a href="#">R251</a>                  | Serights Ace Hardware          |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">354634.1</a>     | cleaning supplies                                            | 001-433.0000.63150 | 12.58               |
|                                       |                                | <a href="#">353516/1</a>     | Water building toilet repair                                 | 001-433.0000.63730 | 3.23                |
| <a href="#">W0226</a>                 | Walter E Nelson Co             |                              |                                                              |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">523025</a>       | paper supplies CH & PD                                       | 001-433.0000.63140 | 371.78              |
|                                       |                                | <a href="#">523026</a>       | cleaning supplies CH & PD                                    | 001-433.0000.63150 | 151.44              |
|                                       |                                | <a href="#">523537</a>       | vacuum repair                                                | 001-433.0000.66190 | 142.40              |
| Dept 433 Total:                       |                                |                              |                                                              |                    | 1,691.41            |
| Dept: 434 Fleet Maintenance           |                                |                              |                                                              |                    |                     |
| <a href="#">VEN14736</a>              | Cintas Corporation No. 3       |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">4190932370</a>   | Fleet laundry & rug service                                  | 001-434.0000.63160 | 80.43               |
|                                       |                                | <a href="#">4191650330</a>   | Fleet Laundry & Rug Service                                  | 001-434.0000.63160 | 80.43               |
| <a href="#">C130</a>                  | Coeur d'Alene Tractor          |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">CDA-1078716</a>  | Spring Extension - P471                                      | 001-434.0000.63012 | 49.45               |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024                                      | 001-434.0000.64030 | 444.61              |
| <a href="#">C410</a>                  | Country Lock & Key, Inc.       |                              |                                                              |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">13358</a>        | Utility Key                                                  | 001-434.0000.63011 | 87.60               |
| <a href="#">VEN03826</a>              | FMI Equipment                  |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">SPK-1010005</a>  | Locking Fuel Cap - P311                                      | 001-434.0000.63012 | 121.08              |
|                                       |                                | <a href="#">SPK-104160</a>   | Repair of bent hitch of UF400                                | 001-434.0000.67170 | 1,817.75            |
| <a href="#">VEN01683</a>              | Goodyear Tire & Rubber Company |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">197-1153883</a>  | Sweeper Tires                                                | 001-434.0000.67190 | 2,664.68            |
|                                       |                                | <a href="#">197-1153966</a>  | 4 Rear Tires for Sweepers                                    | 001-434.0000.67190 | 2,679.08            |
| <a href="#">G1381</a>                 | Grizzly Glass Centers          |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">S0043929</a>     | Windsheild replacement - S215                                | 001-434.0000.63011 | 545.00              |
| <a href="#">N001</a>                  | Napa Auto Parts                |                              |                                                              |                    |                     |
| APMWB                                 | Check                          | <a href="#">3688-292260</a>  | Valve Stem Caps                                              | 001-434.0000.63011 | 3.82                |
|                                       |                                | <a href="#">288849</a>       | Wire                                                         | 001-434.0000.63011 | 117.25              |
|                                       |                                | <a href="#">3688-291296</a>  | Mini-light bulbs - S555                                      | 001-434.0000.63011 | 11.80               |
|                                       |                                | <a href="#">3688-292524</a>  | Cabin Air Filter - S555                                      | 001-434.0000.63011 | 13.13               |
|                                       |                                | <a href="#">288782</a>       | Filters - stock                                              | 001-434.0000.63011 | 17.89               |
|                                       |                                | <a href="#">289938</a>       | cleaner & seafoam                                            | 001-434.0000.63011 | 37.07               |
|                                       |                                | <a href="#">3688-292325</a>  | Brake pad kit - F115                                         | 001-434.0000.63011 | 156.99              |

| Vendor Number            | Vendor Name                    | Invoice #                    | Invoice Description                  | Account Number     | Distribution Amount |
|--------------------------|--------------------------------|------------------------------|--------------------------------------|--------------------|---------------------|
| Bank Code                | Payment Type                   |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">3688-291771</a>  | Spark Plug                           | 001-434.0000.63011 | 10.72               |
|                          |                                | <a href="#">3688-292121</a>  | Back up lights - R200                | 001-434.0000.63012 | 26.45               |
|                          |                                | <a href="#">3688-292484</a>  | Return of brake pad from 3688-292326 | 001-434.0000.63012 | -169.99             |
|                          |                                | <a href="#">3688-292260</a>  | Valve Stem Caps                      | 001-434.0000.63012 | 3.82                |
|                          |                                | <a href="#">3688-292350</a>  | Spindle Nut - P115                   | 001-434.0000.63012 | 38.58               |
|                          |                                | <a href="#">289938</a>       | cleaner & seafoam                    | 001-434.0000.63012 | 37.07               |
|                          |                                | <a href="#">3688-292326</a>  | Brake Pad Kit - P115                 | 001-434.0000.63012 | 169.99              |
|                          |                                | <a href="#">288849</a>       | Wire                                 | 001-434.0000.63012 | 117.25              |
|                          |                                | <a href="#">3688-292044</a>  | Filter stock                         | 001-434.0000.63013 | 34.83               |
|                          |                                | <a href="#">289938</a>       | cleaner & seafoam                    | 001-434.0000.63013 | 38.20               |
|                          |                                | <a href="#">3688-292260</a>  | Valve Stem Caps                      | 001-434.0000.63013 | 3.76                |
|                          |                                | <a href="#">288849</a>       | Wire                                 | 001-434.0000.63013 | 100.50              |
|                          |                                | <a href="#">3688-291206</a>  | Batteries & Butane                   | 001-434.0000.67120 | 22.61               |
| <a href="#">VEN13988</a> | Tacoma Screw Products, Inc     |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">240105683-00</a> | Spray Paint                          | 001-434.0000.67090 | 20.00               |
| Dept 434 Total:          |                                |                              |                                      |                    | 9,381.85            |
| Dept: 441 Urban Forestry |                                |                              |                                      |                    |                     |
| <a href="#">C220</a>     | Coleman Oil Co                 |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024              | 001-441.0000.64030 | 629.58              |
| Dept 441 Total:          |                                |                              |                                      |                    | 629.58              |
| Dept: 442 Cemetery       |                                |                              |                                      |                    |                     |
| <a href="#">VEN14799</a> | Arvig Media                    |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">3092536</a>      | Advertising contract                 | 001-442.0000.62060 | 1,173.47            |
| <a href="#">C220</a>     | Coleman Oil Co                 |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024              | 001-442.0000.64030 | 278.66              |
| <a href="#">F070</a>     | Fire Safety Specialists        |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">26664</a>        | Fire extinguishers                   | 001-442.0000.63110 | 118.30              |
| <a href="#">VEN03826</a> | FMI Equipment                  |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">CM0004998</a>    | Blade return                         | 001-442.0000.67020 | -143.58             |
|                          |                                | <a href="#">SPK-10009807</a> | Lawn mower blades                    | 001-442.0000.67020 | 301.86              |
| <a href="#">V040</a>     | ODP Business Solutions         |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">366099332001</a> | Office Supplies-Cemetery             | 001-442.0000.63060 | 196.80              |
| <a href="#">R251</a>     | Serights Ace Hardware          |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">354764/1</a>     | cleaning                             | 001-442.0000.63150 | 135.43              |
| <a href="#">VEN07745</a> | Wilbert Funeral Services       |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">MM13065</a>      | MCDOWELL                             | 001-442.0000.63760 | 921.00              |
|                          |                                | <a href="#">MM13074</a>      | HONEA                                | 001-442.0000.63760 | 422.00              |
|                          |                                | <a href="#">mm13068</a>      | Hotine                               | 001-442.0000.63760 | 422.00              |
|                          |                                | <a href="#">MM13340</a>      | SJODEN                               | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">MM13018</a>      | WALKER                               | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">MM13338</a>      | BROWN                                | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">MM13330</a>      | TILLOTSON                            | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">INV0148040</a>   | Ness Memorial                        | 001-442.0000.63760 | 2,196.00            |
|                          |                                | <a href="#">MM13017</a>      | MCKELVY                              | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">MM13024</a>      | MAGGARD                              | 001-442.0000.63760 | 192.00              |
|                          |                                | <a href="#">MM13011</a>      | VANDEVER                             | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">MM13326</a>      | WATERHOUSE                           | 001-442.0000.63760 | 174.00              |
|                          |                                | <a href="#">INV0148041</a>   | Marttala memorial                    | 001-442.0000.63760 | 1,836.00            |
|                          |                                | <a href="#">MM13076</a>      | KOULENTES                            | 001-442.0000.63760 | 1,336.00            |
|                          |                                | <a href="#">MM13072</a>      | NEUFELD                              | 001-442.0000.63760 | 1,270.00            |
|                          |                                | <a href="#">MM13084</a>      | IMHOFF                               | 001-442.0000.63760 | 1,132.00            |
| Dept 442 Total:          |                                |                              |                                      |                    | 13,005.94           |
| Dept: 443 Parks          |                                |                              |                                      |                    |                     |
| <a href="#">A1395</a>    | Advanced Compressor & Hose Inc |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">95863</a>        | Hose parts for repair                | 001-443.0000.67030 | 96.86               |
| <a href="#">A228</a>     | A-L Compressed Gases, Inc.     |                              |                                      |                    |                     |
| APMWB                    | Check                          | <a href="#">3033640</a>      | Acetylene for Welder                 | 001-443.0000.64030 | 8.79                |
| <a href="#">A365</a>     | American On-Site Services      |                              |                                      |                    |                     |

| Vendor Number<br>Bank Code | Vendor Name<br>Payment Type    | Invoice #                    | Invoice Description                        | Account Number     | Distribution Amount |
|----------------------------|--------------------------------|------------------------------|--------------------------------------------|--------------------|---------------------|
| APMWB                      | Check                          | <a href="#">122275</a>       | Woodbridge Park Portable Restrooms         | 001-443.0000.65050 | 183.00              |
|                            |                                | <a href="#">122268</a>       | Falls Park Portable Restroom               | 001-443.0000.65050 | 228.00              |
|                            |                                | <a href="#">122279</a>       | Community Garden Portable Restroom         | 001-443.0000.65050 | 7.04                |
|                            |                                | <a href="#">122267</a>       | Black Bay Portable Restroom                | 001-443.0000.65050 | 78.00               |
|                            |                                | <a href="#">122270</a>       | Skate Park Portable Restroom               | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122266</a>       | 4th St. Trailhead Portable Restroom        | 001-443.0000.65050 | 265.00              |
|                            |                                | <a href="#">122272</a>       | Hilde Kellogg Portable Restroom            | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122273</a>       | Tennis Courts Portable Restroom            | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122269</a>       | Corbin Portable Restrooms                  | 001-443.0000.65050 | 183.00              |
|                            |                                | <a href="#">122278</a>       | The Landing Portable Restroom              | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122277</a>       | Warren Portable Restroom                   | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122271</a>       | Tullamore Park Portable Restroom           | 001-443.0000.65050 | 105.00              |
|                            |                                | <a href="#">122274</a>       | Upper Corbin Portable Restroom             | 001-443.0000.65050 | 105.00              |
| <a href="#">VEN14428</a>   | Asphalt Pros USA               |                              |                                            |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">146</a>          | Crackfill & change ordrer Centennial Trail | 001-443.0000.80140 | 5,423.61            |
| <a href="#">VEN07913</a>   | CANNON HILL                    |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">39531</a>        | Wood waste                                 | 001-443.0000.65050 | 72.00               |
| <a href="#">VEN13187</a>   | Checkr Inc                     |                              |                                            |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">1226177</a>      | April 2024 Background Checks               | 001-443.0000.62080 | 41.24               |
| <a href="#">C220</a>       | Coleman Oil Co                 |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024                    | 001-443.0000.64030 | 4,459.03            |
| <a href="#">C410</a>       | Country Lock & Key, Inc.       |                              |                                            |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">13388</a>        | Re- Key three locations to a 2 key         | 001-443.0000.62180 | 210.00              |
| <a href="#">F084</a>       | Five Star Concrete, Inc.       |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">06-002-5466</a>  | Concrete slabs for Woodbridge Project      | 001-443.0000.94180 | 19,574.75           |
| <a href="#">G098</a>       | Grainger                       |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">9106556567</a>   | Hose for Brett James                       | 001-443.0000.68230 | 91.17               |
| <a href="#">H003</a>       | H.D. Fowler Company            |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">16679957</a>     | Drainfield Fabric- Woodbridge Project      | 001-443.0000.94180 | 312.46              |
| <a href="#">I340</a>       | Interstate Concrete & Asphalt  |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">956223</a>       | Concrete for Woodbridge Project            | 001-443.0000.94180 | 3,010.00            |
|                            |                                | <a href="#">957970</a>       | Woodbridge Project Gravel                  | 001-443.0000.94180 | 1,042.80            |
| <a href="#">J105</a>       | J-U-B Engineers, Inc.          |                              |                                            |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">0172023</a>      | Community Garden Bid Set Plan              | 001-443.0000.62040 | 9,227.90            |
| <a href="#">L109</a>       | Lowe's Credit Services         |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">982527</a>       | Repair Parts for Corbin House              | 001-443.0000.67050 | 1,016.55            |
| <a href="#">M140</a>       | Modern Glass Company           |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">176915</a>       | Plexiglass - Syringa Vandalised Window     | 001-443.0000.67050 | 640.00              |
| <a href="#">N001</a>       | Napa Auto Parts                |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">3688-292090</a>  | Coolant for Kubota                         | 001-443.0000.66190 | 19.32               |
| <a href="#">N249</a>       | Northwest Playground Equipment |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">53378</a>        | Clevis & Shackles for Swings               | 001-443.0000.68013 | 231.60              |
| <a href="#">V040</a>       | ODP Business Solutions         |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">365089229001</a> | Replacement Post Its-Finance               | 001-443.0000.63060 | 23.88               |
| <a href="#">R1913</a>      | Rockhound Landscape Supply     |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">04.29.2024</a>   | Fine Sand for Woodbridge Project           | 001-443.0000.94180 | 3,750.00            |
| <a href="#">S0760</a>      | Seltice Laundry                |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">8/193</a>        | Car Wash                                   | 001-443.0000.63150 | 11.81               |
| <a href="#">R251</a>       | Serights Ace Hardware          |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">354553/1</a>     | Power bank & valve                         | 001-443.0000.67030 | 65.68               |
|                            |                                | <a href="#">354838/1</a>     | Clamps                                     | 001-443.0000.67030 | 32.30               |
|                            |                                | <a href="#">354493/1</a>     | Hardware for Parks                         | 001-443.0000.67030 | 9.90                |
|                            |                                | <a href="#">354761/1</a>     | Hardware for North Parks                   | 001-443.0000.67030 | 4.29                |
|                            |                                | <a href="#">354876/1</a>     | Bow Fiber Rakes                            | 001-443.0000.67090 | 65.97               |
|                            |                                | <a href="#">354757/1</a>     | Channel Pliers                             | 001-443.0000.67090 | 75.58               |
|                            |                                | <a href="#">354579/1</a>     | Pliers & hose nozzles                      | 001-443.0000.67090 | 21.58               |
|                            |                                | <a href="#">354905/1</a>     | Irrigation Parts for Singing Hills         | 001-443.0000.68230 | 69.27               |
|                            |                                | <a href="#">354894/1</a>     | Irrigation Parts for South Parks           | 001-443.0000.68230 | 15.39               |
|                            |                                | <a href="#">353538/1</a>     | Cloth & Wire for Snails                    | 001-443.1658.62330 | 43.18               |
| <a href="#">A565</a>       | SiteOne Landscape Supply, LLC  |                              |                                            |                    |                     |
| APMWB                      | Check                          | <a href="#">05/01/2024</a>   | Irrigation parts for the South Parks       | 001-443.0000.68230 | 892.16              |

| Vendor Number<br>Bank Code            | Vendor Name<br>Payment Type    | Invoice #                        | Invoice Description                         | Account Number     | Distribution Amount |
|---------------------------------------|--------------------------------|----------------------------------|---------------------------------------------|--------------------|---------------------|
| <a href="#">VEN06709</a>              | Specialty Environmental        |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">909016</a>           | Asbestos removal in Cecil House             | 001-443.0000.62180 | 3,543.58            |
| <a href="#">T106</a>                  | Titan Truck Equipment          |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">1368918</a>          | Channel mount for P200                      | 001-443.0000.66190 | 231.97              |
| <a href="#">U040</a>                  | United Electrical              |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">22660</a>            | Kiwanis emergency light replacement.        | 001-443.0000.67030 | 120.00              |
|                                       |                                | <a href="#">22662</a>            | Electrical for Woodbridge Project           | 001-443.0000.94180 | 212.95              |
| <a href="#">W0226</a>                 | Walter E Nelson Co             |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">523870</a>           | Cleaning Supplies for Parks                 | 001-443.0000.63150 | 932.12              |
| <a href="#">VEN03968</a>              | Wilbur-Ellis Company - Spokane |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">16405744</a>         | Chemicals for Turf                          | 001-443.0000.68220 | 467.60              |
|                                       |                                | <a href="#">16390746</a>         | Herbicides for Parks                        | 001-443.0000.68220 | 2,959.00            |
| Dept 443 Total:                       |                                |                                  |                                             |                    | 60,705.33           |
| Dept: 445 Recreation                  |                                |                                  |                                             |                    |                     |
| <a href="#">A365</a>                  | American On-Site Services      |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">122276</a>           | Singing Hills Portable                      | 001-445.0000.65050 | 105.00              |
| <a href="#">A600</a>                  | Awards Etc.                    |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">35390</a>            | Name plate and name tags                    | 001-445.0000.63060 | 52.00               |
| <a href="#">VEN13187</a>              | Checkr Inc                     |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">1226177</a>          | April 2024 Background Checks                | 001-445.0000.62080 | 2,313.44            |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>       | Fuel Usage - April 2024                     | 001-445.0000.64030 | 66.59               |
| <a href="#">C410</a>                  | Country Lock & Key, Inc.       |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">13403</a>            | Black Bay Depot Key                         | 001-445.0000.67030 | 3.99                |
| <a href="#">R996</a>                  | Reiber, Crystal                |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">05/13/24</a>         | Contractual Services                        | 001-445.0000.62040 | 168.00              |
|                                       |                                | <a href="#">05/13/24a</a>        | Contractual Services                        | 001-445.0000.62040 | 504.00              |
| <a href="#">S054</a>                  | Schmidt, Sheila                |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">05/09/24</a>         | May Contractual Payment                     | 001-445.0000.62040 | 1,970.40            |
| <a href="#">U140</a>                  | UpScale Mail                   |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">04.24.24</a>         | Dance Costume return                        | 001-445.0000.63070 | 17.83               |
| Dept 445 Total:                       |                                |                                  |                                             |                    | 5,201.25            |
| Dept: 451 Planning & Zoning           |                                |                                  |                                             |                    |                     |
| <a href="#">C291</a>                  | Coeur d' Alene Press           |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">000020772-031920</a> | Paid 188.66 on iinv sb 188.06 taking credit | 001-451.0000.62000 | -0.06               |
| <a href="#">H001</a>                  | H & H Business Systems, Inc.   |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">AR324502</a>         | Monthly contract charges for G736M660937    | 001-451.1901.66140 | 19.26               |
|                                       |                                | <a href="#">AR324501</a>         | Monthly Contract Charges for V9735700465    | 001-451.1901.66140 | 10.19               |
| Dept 451 Total:                       |                                |                                  |                                             |                    | 29.39               |
| Dept: 452 Building Inspector          |                                |                                  |                                             |                    |                     |
| <a href="#">B091</a>                  | BDS                            |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">94383</a>            | Utility Billing                             | 001-452.0000.62040 | 50.00               |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>       | Fuel Usage - April 2024                     | 001-452.0000.64030 | 616.39              |
| <a href="#">H001</a>                  | H & H Business Systems, Inc.   |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">AR324502</a>         | Monthly contract charges for G736M660937    | 001-452.1901.66140 | 19.25               |
|                                       |                                | <a href="#">AR324501</a>         | Monthly Contract Charges for V9735700465    | 001-452.1901.66140 | 10.18               |
| Dept 452 Total:                       |                                |                                  |                                             |                    | 695.82              |
| Dept: 453 Engineering                 |                                |                                  |                                             |                    |                     |
| <a href="#">C220</a>                  | Coleman Oil Co                 |                                  |                                             |                    |                     |
| APMWB                                 | Check                          | <a href="#">CP-0125103</a>       | Fuel Usage - April 2024                     | 001-453.0000.64030 | 303.07              |
| <a href="#">H001</a>                  | H & H Business Systems, Inc.   |                                  |                                             |                    |                     |
| APMWB                                 | Electronic Funds Transf        | <a href="#">AR324501</a>         | Monthly Contract Charges for V9735700465    | 001-453.1901.66140 | 10.18               |
|                                       |                                | <a href="#">AR324502</a>         | Monthly contract charges for G736M660937    | 001-453.1901.66140 | 19.25               |
| Dept 453 Total:                       |                                |                                  |                                             |                    | 332.50              |
| Dept: 454 Community Development Admin |                                |                                  |                                             |                    |                     |

| Vendor Number<br>Bank Code                | Vendor Name<br>Payment Type                       | Invoice #                    | Invoice Description                                        | Account Number     | Distribution Amount |
|-------------------------------------------|---------------------------------------------------|------------------------------|------------------------------------------------------------|--------------------|---------------------|
| <a href="#">A510</a>                      | AIC - Association of Id Cities                    |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">YM200011498</a>  | YM200011498                                                | 001-454.0000.64020 | 50.00               |
| Dept 454 Total:                           |                                                   |                              |                                                            |                    | 50.00               |
| Dept: 481 Capital Improvements/Contracts  |                                                   |                              |                                                            |                    |                     |
| <a href="#">VEN14850</a>                  | Legacy Heating and Cooling                        |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">19236987</a>     | PD - Air Handler & Chiller Unit Cleaning                   | 001-481.0000.68395 | 577.50              |
|                                           |                                                   | <a href="#">19241724</a>     | Evidence Garage Condenser Coil                             | 001-481.0000.68395 | 1,118.75            |
| <a href="#">VEN03694</a>                  | Otis Elevator Company                             |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">100401402331</a> | elevator service contract                                  | 001-481.0000.68060 | 664.26              |
| Dept 481 Total:                           |                                                   |                              |                                                            |                    | 2,360.51            |
| Fund 001 Total:                           |                                                   |                              |                                                            |                    | 271,302.76          |
| Fund: 003 - PERSONNEL BENEFIT POOL        |                                                   |                              |                                                            |                    |                     |
| Dept: 482 Personnel Pool                  |                                                   |                              |                                                            |                    |                     |
| <a href="#">VEN14039</a>                  | OneBridge                                         |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">INV-2778</a>     | May 2024 Admin Fees                                        | 003-482.4155.71210 | 150.00              |
| <a href="#">A6000</a>                     | Rehn & Associates, Inc.                           |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">INV-00202157</a> | April 2024 Cobra letters                                   | 003-482.0000.62160 | 84.00               |
| Dept 482 Total:                           |                                                   |                              |                                                            |                    | 234.00              |
| Fund 003 Total:                           |                                                   |                              |                                                            |                    | 234.00              |
| Fund: 007 - DRUG SEIZURE PROGRAM          |                                                   |                              |                                                            |                    |                     |
| Dept: 425 Drug Seizure Program            |                                                   |                              |                                                            |                    |                     |
| <a href="#">K08222</a>                    | Kootenai Animal Hospital                          |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">887996545</a>    | K9 Vet Services - Donna                                    | 007-425.0000.62040 | 1,175.44            |
| Dept 425 Total:                           |                                                   |                              |                                                            |                    | 1,175.44            |
| Fund 007 Total:                           |                                                   |                              |                                                            |                    | 1,175.44            |
| Fund: 008 - 911 SUPPORT                   |                                                   |                              |                                                            |                    |                     |
| Dept: 426 911 Support                     |                                                   |                              |                                                            |                    |                     |
| <a href="#">VEN02416</a>                  | Eaton Corporation                                 |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">952042806</a>    | E911 Battery Backup system replacement C008-426.0000.66040 |                    | 16,431.18           |
| Dept 426 Total:                           |                                                   |                              |                                                            |                    | 16,431.18           |
| Fund 008 Total:                           |                                                   |                              |                                                            |                    | 16,431.18           |
| Fund: 011 - FACILITY BUILDING RESERVE     |                                                   |                              |                                                            |                    |                     |
| Dept: 491 Facility Building Reserve       |                                                   |                              |                                                            |                    |                     |
| <a href="#">C291</a>                      | Coeur d' Alene Press                              |                              |                                                            |                    |                     |
| APMWB                                     | Check                                             | <a href="#">0000021275</a>   | Ad for City Hall Bid                                       | 011-491.1801.93163 | 457.28              |
| Dept 491 Total:                           |                                                   |                              |                                                            |                    | 457.28              |
| Fund 011 Total:                           |                                                   |                              |                                                            |                    | 457.28              |
| Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES |                                                   |                              |                                                            |                    |                     |
| Dept: 428 Kootenai Fire/EMS Impact Fees   |                                                   |                              |                                                            |                    |                     |
| <a href="#">VEN14739</a>                  | Kootenai County Emergency Medical Services System |                              |                                                            |                    |                     |
| APMWB                                     | Electronic Funds Transfr                          | <a href="#">April 2024</a>   | Impact Fees for FY April 2024                              | 034-428.0000.33117 | -290.00             |
|                                           |                                                   |                              |                                                            | 034-428.0000.62040 | 4,004.80            |
| <a href="#">VEN06795</a>                  | Kootenai County Fire & Rescue                     |                              |                                                            |                    |                     |
| APMWB                                     | Electronic Funds Transfr                          | <a href="#">April 2024</a>   | April 2024 Impact Fees                                     | 034-428.0000.33117 | -580.00             |
|                                           |                                                   |                              |                                                            | 034-428.0000.62040 | 36,332.60           |
| Dept 428 Total:                           |                                                   |                              |                                                            |                    | 39,467.40           |
| Fund 034 Total:                           |                                                   |                              |                                                            |                    | 39,467.40           |
| Fund: 037 - STREETS IMPACT FEES           |                                                   |                              |                                                            |                    |                     |



| Vendor Number                         | Vendor Name                                   | Invoice #                    | Invoice Description                          | Account Number     | Distribution Amount |
|---------------------------------------|-----------------------------------------------|------------------------------|----------------------------------------------|--------------------|---------------------|
| Bank Code                             | Payment Type                                  |                              |                                              |                    |                     |
| Dept: 431 Streets                     |                                               |                              |                                              |                    |                     |
| <a href="#">VEN04309</a>              | Union Pacific Railroad Company                |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">90124486</a>     | Spokane Street Project                       | 037-431.0000.95134 | 34.76               |
|                                       |                                               | <a href="#">90129265</a>     |                                              | 037-431.0000.95134 | 326.00              |
| <a href="#">W090</a>                  | Welch Comer & Associates, Inc.                |                              |                                              |                    |                     |
| APMWB                                 | Electronic Funds Transfr                      | <a href="#">41354090-027</a> | 41354090-027                                 | 037-431.0000.95136 | 2,995.96            |
| Dept 431 Total:                       |                                               |                              |                                              |                    | 3,356.72            |
| Fund 037 Total:                       |                                               |                              |                                              |                    | 3,356.72            |
| Fund: 038 - PARKS IMPACT FEES         |                                               |                              |                                              |                    |                     |
| Dept: 443 Parks                       |                                               |                              |                                              |                    |                     |
| <a href="#">A293</a>                  | Allwest Testing & Engin., LLC                 |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">235571</a>       | Black Bay Rip Rap/Geologist & Engineering    | 038-443.0000.94070 | 4,962.15            |
| <a href="#">VEN14069</a>              | Michael Terrell- Landscape Architecture, PLLC |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">5838</a>         | Design for Sports Complex                    | 038-443.0000.94230 | 500.00              |
| Dept 443 Total:                       |                                               |                              |                                              |                    | 5,462.15            |
| Fund 038 Total:                       |                                               |                              |                                              |                    | 5,462.15            |
| Fund: 650 - RECLAIMED WATER OPERATING |                                               |                              |                                              |                    |                     |
| Dept: 463 Wastewater Operating        |                                               |                              |                                              |                    |                     |
| <a href="#">A090</a>                  | Accurate Testing Labs LLC                     |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">137787</a>       | Biosolids Metals                             | 650-463.0000.68360 | 340.00              |
|                                       |                                               | <a href="#">137863</a>       | Lab Testing                                  | 650-463.0000.68360 | 340.00              |
|                                       |                                               | <a href="#">137811</a>       | Biosolids Metals                             | 650-463.0000.68360 | 340.00              |
| <a href="#">A1395</a>                 | Advanced Compressor & Hose Inc                |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">95714</a>        | Coupler & Plug                               | 650-463.0000.68025 | 235.14              |
| <a href="#">A424</a>                  | Anatek Labs, Inc.                             |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">2409589</a>      | Local Limits Domestic Backround-ITP 4/14/26  | 650-463.0000.68360 | 1,130.00            |
|                                       |                                               | <a href="#">2409673</a>      | Local Limits Domestic Backround-ITP4/16/2(6  | 650-463.0000.68360 | 1,130.00            |
|                                       |                                               | <a href="#">2409586</a>      | Local Limits Domestic Backround -ITP 4/15/26 | 650-463.0000.68360 | 1,130.00            |
| <a href="#">VEN03129</a>              | Barr Tech LLC                                 |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">9561</a>         | Bio Solids Disposal April 2024 27 Loads      | 650-463.0000.62150 | 66,581.45           |
| <a href="#">VEN14736</a>              | Cintas Corporation No. 3                      |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">4190932846</a>   | WWTP Uniforms                                | 650-463.4000.72000 | 165.00              |
|                                       |                                               | <a href="#">4191650947</a>   | WWTP Uniforms                                | 650-463.4000.72000 | 165.00              |
|                                       |                                               | <a href="#">4190216456</a>   | WWTP Uniforms                                | 650-463.4000.72000 | 167.94              |
| <a href="#">C220</a>                  | Coleman Oil Co                                |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">CP-0125103</a>   | Fuel Usage - April 2024                      | 650-463.0000.65005 | 765.45              |
| <a href="#">H1957</a>                 | Horizon                                       |                              |                                              |                    |                     |
| APMWB                                 | Electronic Funds Transfr                      | <a href="#">2S206829</a>     | Surface Water & Streets Irrigation Parts     | 650-463.0000.65021 | 302.43              |
|                                       |                                               | <a href="#">2S207523</a>     | Streets Irrigation Parts                     | 650-463.0000.65021 | 165.38              |
|                                       |                                               | <a href="#">2S206668</a>     | WWTP Supplies                                | 650-463.0000.65021 | 217.47              |
|                                       |                                               | <a href="#">2S207828</a>     | Backflow Assembly UB1                        | 650-463.0000.68010 | 806.33              |
| <a href="#">I2731</a>                 | Inland Environmental Resources                |                              |                                              |                    |                     |
| APMWB                                 | Electronic Funds Transfr                      | <a href="#">2024-5671</a>    | Mag delivery                                 | 650-463.0000.63008 | 4,638.40            |
| <a href="#">K0037</a>                 | K & N, and Impel Company                      |                              |                                              |                    |                     |
| APMWB                                 | Electronic Funds Transfr                      | <a href="#">0140822</a>      | Ditch 3 gearbox inspection                   | 650-463.0000.68025 | 1,831.88            |
|                                       |                                               | <a href="#">0140857</a>      | .5HP, 1750 RPM, DC, 56C                      | 650-463.0000.68025 | 482.50              |
| <a href="#">N001</a>                  | Napa Auto Parts                               |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">3688-289267</a>  | Socket Set T119                              | 650-463.0000.67090 | 99.99               |
|                                       |                                               | <a href="#">3688-292489</a>  | Gear Oil & Absorbent Mat                     | 650-463.0000.68025 | 94.15               |
| <a href="#">N107</a>                  | Norlift Inc                                   |                              |                                              |                    |                     |
| APMWB                                 | Electronic Funds Transfr                      | <a href="#">10010195</a>     | JCB 512-56 telehandler with pallet forks,    | 650-463.0000.90010 | 197,120.60          |
| <a href="#">V040</a>                  | ODP Business Solutions                        |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">365872174001</a> | Office Supplies- Water/WW                    | 650-463.0000.63060 | 133.52              |
| <a href="#">VEN14559</a>              | One Call Concepts, Inc                        |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">4045024</a>      | Locate Tickets WW & Water                    | 650-463.0000.62320 | 402.48              |
| <a href="#">VEN14427</a>              | Pacific Northwest Clean Water                 |                              |                                              |                    |                     |
| APMWB                                 | Check                                         | <a href="#">84</a>           | 2024 PNCWA Conference Sponsorship            | 650-463.0000.62060 | 500.00              |

| Vendor Number                        | Vendor Name                       | Invoice #                   | Invoice Description                   | Account Number     | Distribution Amount |
|--------------------------------------|-----------------------------------|-----------------------------|---------------------------------------|--------------------|---------------------|
| Bank Code                            | Payment Type                      |                             |                                       |                    |                     |
| <a href="#">VEN14949</a>             | Professional Training Association |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">5237</a>        | Training Workshop for Pumps Garrett B | 650-463.0000.64020 | 100.00              |
| <a href="#">R251</a>                 | Serights Ace Hardware             |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">354430/1</a>    | Index Cards                           | 650-463.0000.63060 | 1.70                |
|                                      |                                   | <a href="#">354966/1</a>    | Ball Valve & Bushing                  | 650-463.0000.68010 | 35.95               |
|                                      |                                   | <a href="#">355036/1</a>    | WWTP Supplies                         | 650-463.0000.68025 | 164.65              |
| <a href="#">VEN06538</a>             | SGS AXYS Analytical Services Ltd  |                             |                                       |                    |                     |
| APMWB                                | Electronic Funds Transf           | <a href="#">11655075</a>    | PCB sampling                          | 650-463.0000.68360 | 2,603.97            |
| <a href="#">VEN03698</a>             | Smith & Loveless Inc              |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">176714</a>      | Pista grit Pinch valve                | 650-463.0000.68025 | 4,340.05            |
| <a href="#">VEN11958</a>             | Ultra-Lawn, LLC                   |                             |                                       |                    |                     |
| APMWB                                | Electronic Funds Transf           | <a href="#">100783</a>      | Inverness and Chisholm Lawn Mowing    | 650-463.0000.62180 | 76.50               |
|                                      |                                   | <a href="#">100558</a>      | WRF Lawn Care 2024                    | 650-463.0000.62180 | 2,100.00            |
| <a href="#">U145</a>                 | USABlue Book                      |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">INV00341451</a> | Aluminum Pole                         | 650-463.0000.68025 | 113.90              |
| <a href="#">W0226</a>                | Walter E Nelson Co                |                             |                                       |                    |                     |
| APMWB                                | Electronic Funds Transf           | <a href="#">523387</a>      | Lab Supplies                          | 650-463.0000.63400 | 142.92              |
|                                      |                                   | <a href="#">523215</a>      | Lab Supplies                          | 650-463.0000.63400 | 594.13              |
|                                      |                                   | <a href="#">523924</a>      | WIPER KIMTECH SCIENCE                 | 650-463.0000.63400 | 139.65              |
| <a href="#">W095</a>                 | Welding Fabrication Services      |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">24874</a>       | FABRICATED A BRUSH HOLDER FOR (2)     | 650-463.0000.68025 | 110.00              |
|                                      |                                   | <a href="#">24884</a>       | UHMW CABLE ROLLER                     | 650-463.0000.68025 | 220.00              |
| Dept 463 Total:                      |                                   |                             |                                       |                    | 290,028.53          |
| Dept: 466 Wastewater - Collections   |                                   |                             |                                       |                    |                     |
| <a href="#">A1395</a>                | Advanced Compressor & Hose Inc    |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">95651</a>       | WWTP Supplies                         | 650-466.0000.63006 | 106.82              |
|                                      |                                   | <a href="#">95683</a>       |                                       | 650-466.0000.63330 | 38.83               |
| <a href="#">A0001</a>                | AlSCO                             |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">LSPO2737975</a> | White Rags                            | 650-466.0000.63330 | 450.00              |
| <a href="#">A497</a>                 | Arrow Construction Supply, Inc    |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">397792</a>      | White Marking Paint                   | 650-466.0000.63330 | 69.00               |
|                                      |                                   | <a href="#">396460</a>      | Flourescent Green Marking             | 650-466.0000.63330 | 138.00              |
| <a href="#">VEN14736</a>             | Cintas Corporation No. 3          |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">4190932846</a>  | WWTP Uniforms                         | 650-466.4000.72000 | 165.01              |
|                                      |                                   | <a href="#">4191650947</a>  | WWTP Uniforms                         | 650-466.4000.72000 | 165.01              |
|                                      |                                   | <a href="#">4190216456</a>  | WWTP Uniforms                         | 650-466.4000.72000 | 167.94              |
| <a href="#">C220</a>                 | Coleman Oil Co                    |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">CP-0125103</a>  | Fuel Usage - April 2024               | 650-466.0000.65005 | 2,811.44            |
| <a href="#">C410</a>                 | Country Lock & Key, Inc.          |                             |                                       |                    |                     |
| APMWB                                | Electronic Funds Transf           | <a href="#">13329</a>       | Keys for shop                         | 650-466.0000.63330 | 21.15               |
|                                      |                                   | <a href="#">13294</a>       | PADLOCKS                              | 650-466.0000.63330 | 406.80              |
| <a href="#">N001</a>                 | Napa Auto Parts                   |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">3688-291361</a> | Break Cleaner & Silicone              | 650-466.0000.63330 | 67.92               |
|                                      |                                   | <a href="#">3688-291215</a> | STA-BIL Concentrate                   | 650-466.0000.63330 | 13.64               |
| <a href="#">B100</a>                 | Owen Equipment Company            |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">00130233</a>    | Relief Valve                          | 650-466.0000.63330 | 173.78              |
| <a href="#">P180</a>                 | Perfection Tire                   |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">1073415</a>     | FULL SYNTHETIC OIL CHANGE T118        | 650-466.0000.67170 | 107.89              |
| <a href="#">R251</a>                 | Serights Ace Hardware             |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">354602/1</a>    | WWTP Supplies                         | 650-466.0000.63330 | 40.99               |
|                                      |                                   | <a href="#">354980/1</a>    | CABLE LIGHTNG-USB 3'                  | 650-466.0000.63330 | 14.39               |
|                                      |                                   | <a href="#">354581/1</a>    | Key Master & Dashboard Cell Mount     | 650-466.0000.63330 | 35.90               |
|                                      |                                   | <a href="#">354954/1</a>    | WWTP Tools                            | 650-466.0000.67090 | 65.65               |
| Dept 466 Total:                      |                                   |                             |                                       |                    | 5,060.16            |
| Dept: 468 Wastewater - Surface Water |                                   |                             |                                       |                    |                     |
| <a href="#">C220</a>                 | Coleman Oil Co                    |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">CP-0125103</a>  | Fuel Usage - April 2024               | 650-468.0000.65005 | 709.56              |
| <a href="#">R1913</a>                | Rockhound Landscape Supply        |                             |                                       |                    |                     |
| APMWB                                | Check                             | <a href="#">5.7.24</a>      | 3 yards Greensferry & 16th            | 650-468.0000.68380 | 156.00              |



| Vendor Number                                          | Vendor Name                    | Invoice #                         | Invoice Description                         | Account Number     | Distribution Amount |
|--------------------------------------------------------|--------------------------------|-----------------------------------|---------------------------------------------|--------------------|---------------------|
| Bank Code                                              | Payment Type                   |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">4.18.24</a>           | 2 Yards Top Soil                            | 650-468.0000.68380 | 58.00               |
|                                                        |                                | <a href="#">4.26.24</a>           | 70' Sod                                     | 650-468.0000.68380 | 41.30               |
| <a href="#">R251</a>                                   | Serights Ace Hardware          |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">354621/1</a>          | PIPE WATER FUNNY                            | 650-468.0000.68380 | 37.79               |
|                                                        |                                | <a href="#">354879/1</a>          | Eake, Ladder & Box                          | 650-468.0000.68380 | 84.54               |
|                                                        |                                | <a href="#">354281/1</a>          | Linch Pin & Bolt Snap                       | 650-468.0000.68380 | 10.17               |
| <a href="#">W090</a>                                   | Welch Comer & Associates, Inc. |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">41354170-004</a>      | April 2024 6th Ave Stormwater Services      | 650-468.3238.95520 | 2,497.48            |
| Dept 468 Total:                                        |                                |                                   |                                             |                    | 3,594.84            |
| Fund 650 Total:                                        |                                |                                   |                                             |                    | 298,683.53          |
| <b>Fund: 651 - RECLAIMED WATER CAPITAL - WWTP</b>      |                                |                                   |                                             |                    |                     |
| Dept: 463 Wastewater Operating                         |                                |                                   |                                             |                    |                     |
| <a href="#">VEN14947</a>                               | MSI TEC, INC                   |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">PS-INV27633</a>       | Water Rec cellular routers                  | 651-463.3213.90015 | 3,003.16            |
| <a href="#">P050</a>                                   | Panhandle Area Council         |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">48-PFLM</a>           | Tertiary Upgrade PAC Invoice April 2024     | 651-463.3213.90015 | 1,871.00            |
| Dept 463 Total:                                        |                                |                                   |                                             |                    | 4,874.16            |
| Fund 651 Total:                                        |                                |                                   |                                             |                    | 4,874.16            |
| <b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b> |                                |                                   |                                             |                    |                     |
| Dept: 463 Wastewater Operating                         |                                |                                   |                                             |                    |                     |
| <a href="#">VEN14808</a>                               | Ardurra Group, Inc             |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">200143-47</a>         | Ponderosa LS Ardurra Invoice April 2024     | 652-463.3214.95520 | 1,135.00            |
|                                                        |                                | <a href="#">210583-27</a>         | Bentley LS Rehab Ardurra Invoice April 2024 | 652-463.3230.95520 | 1,127.50            |
| <a href="#">J105</a>                                   | J-U-B Engineers, Inc.          |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">0172242</a>           | 12th Ave Force Main J-U-B Invoice March 20  | 652-463.3228.95520 | 1,960.70            |
| <a href="#">VEN07815</a>                               | LaRiviere, Inc                 |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">Corbin Pay App #4</a> | Corbin LS La Riviere Pay App #4             | 652-463.3234.95520 | 157,155.09          |
| <a href="#">W090</a>                                   | Welch Comer & Associates, Inc. |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">INV41354160-001</a>   | Invoice 41354160-001                        | 652-463.3232.95520 | 875.00              |
|                                                        |                                | <a href="#">41354160-003</a>      | Welch Comer Eng Services for Abandonment    | 652-463.3232.95520 | 1,510.14            |
|                                                        |                                | <a href="#">41354120-024</a>      | Corbin LS Welch Comer Invoice April 2024    | 652-463.3234.95520 | 24,448.54           |
| Dept 463 Total:                                        |                                |                                   |                                             |                    | 188,211.97          |
| Fund 652 Total:                                        |                                |                                   |                                             |                    | 188,211.97          |
| <b>Fund: 700 - SANITATION</b>                          |                                |                                   |                                             |                    |                     |
| Dept: 461 Sanitation                                   |                                |                                   |                                             |                    |                     |
| <a href="#">VEN04268</a>                               | Coeur d'Alene Garbage Service  |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">2413462</a>           | Q'emiln Dumpsters                           | 700-461.0000.65050 | 229.50              |
| Dept 461 Total:                                        |                                |                                   |                                             |                    | 229.50              |
| Fund 700 Total:                                        |                                |                                   |                                             |                    | 229.50              |
| <b>Fund: 750 - WATER OPERATING</b>                     |                                |                                   |                                             |                    |                     |
| Dept: 462 Water Operating                              |                                |                                   |                                             |                    |                     |
| <a href="#">A090</a>                                   | Accurate Testing Labs LLC      |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">137822</a>            | Well 11 Water Testing                       | 750-462.0000.68360 | 2,325.00            |
|                                                        |                                | <a href="#">138322</a>            | Coliform Presence/Absence                   | 750-462.0000.68360 | 150.00              |
| <a href="#">VEN14124</a>                               | Badger Meter, Inc.             |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">80158491</a>          | MOBILE READ MODULE SERVICE UNITS            | 750-462.0000.66012 | 843.90              |
| <a href="#">B091</a>                                   | BDS                            |                                   |                                             |                    |                     |
| APMWB                                                  | Check                          | <a href="#">94383</a>             | Utility Billing                             | 750-462.0000.62410 | 986.00              |
| <a href="#">C1161</a>                                  | CDA Garbage                    |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">2412822</a>           | Recycle Bin Water                           | 750-462.0000.65050 | 30.50               |
| <a href="#">VEN13187</a>                               | Checkr Inc                     |                                   |                                             |                    |                     |
| APMWB                                                  | Electronic Funds Transfr       | <a href="#">1226177</a>           | April 2024 Background Checks                | 750-462.0000.62080 | 41.24               |
| <a href="#">C220</a>                                   | Coleman Oil Co                 |                                   |                                             |                    |                     |

| Vendor Number            | Vendor Name                  | Invoice #                      | Invoice Description                      | Account Number     | Distribution Amount |
|--------------------------|------------------------------|--------------------------------|------------------------------------------|--------------------|---------------------|
| Bank Code                | Payment Type                 |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">CP-0125103</a>     | Fuel Usage - April 2024                  | 750-462.0000.64030 | 2,004.31            |
| <a href="#">C360</a>     | Consolidated Supply Co.      |                                |                                          |                    |                     |
| APMWB                    | Electronic Funds Transf      | <a href="#">S011888453.001</a> | Meter Box                                | 750-462.0000.63280 | 947.83              |
|                          |                              | <a href="#">S011888362.001</a> | 1 1/2" & 2" Angle Meter Dual Check Valve | 750-462.0000.68235 | 4,618.54            |
| <a href="#">H215</a>     | Core & Main LP               |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">U799928</a>        | Meter Checks                             | 750-462.0000.63280 | 1,417.47            |
|                          |                              | <a href="#">U718090</a>        | Offset Pipe Wrench, Camlock              | 750-462.0000.63280 | 459.13              |
| <a href="#">G098</a>     | Grainger                     |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">9103620572</a>     | Tool Set & Plastic Tool Case             | 750-462.0000.67090 | 472.04              |
|                          |                              | <a href="#">9103894227</a>     | Ratchet/Socket Set                       | 750-462.0000.67090 | 264.26              |
|                          |                              | <a href="#">9102472280</a>     | Hydrant Locks                            | 750-462.0000.80090 | 107.10              |
| <a href="#">H003</a>     | H.D. Fowler Company          |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">I6693445</a>       | Galvanized Coupling & Curb Box Lid       | 750-462.0000.63280 | 326.28              |
| <a href="#">N0991</a>    | Norco Inc                    |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">40507090</a>       | Gloves                                   | 750-462.0000.63110 | 115.50              |
|                          |                              | <a href="#">40500478</a>       | N95 Respirator                           | 750-462.0000.63110 | 114.30              |
| <a href="#">V040</a>     | ODP Business Solutions       |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">365872174001</a>   | Office Supplies- Water/WW                | 750-462.0000.63060 | 44.37               |
| <a href="#">VEN14559</a> | One Call Concepts, Inc       |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">4045024</a>        | Locate Tickets WW & Water                | 750-462.0000.62320 | 402.48              |
| <a href="#">P180</a>     | Perfection Tire              |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">1073544</a>        | Tires, Alignment & Oil Change W115       | 750-462.0000.67170 | 1,509.20            |
| <a href="#">R251</a>     | Serights Ace Hardware        |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">354545/1</a>       | EPOXY SYRNG .85OZ                        | 750-462.0000.63280 | 8.99                |
|                          |                              | <a href="#">355049/1</a>       | Trenching Blade, Rake                    | 750-462.0000.63280 | 48.08               |
|                          |                              | <a href="#">355057/1</a>       | Irrigation Repair Parts                  | 750-462.0000.63280 | 57.69               |
|                          |                              | <a href="#">355078/1</a>       | Water Shop Supplies                      | 750-462.0000.63280 | 84.15               |
|                          |                              | <a href="#">354711/1</a>       | Reciprocating Saw Blade                  | 750-462.0000.63280 | 92.67               |
|                          |                              | <a href="#">354951/1</a>       | Supplies & Tools for New Employee        | 750-462.0000.63280 | 329.93              |
|                          |                              | <a href="#">354658/1</a>       | Socket Set & Lopper Bypass               | 750-462.0000.67090 | 149.36              |
| <a href="#">VEN13988</a> | Tacoma Screw Products, Inc   |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">240104390-00</a>   | Hex Bolts - Water Shop                   | 750-462.0000.63280 | 8.99                |
|                          |                              | <a href="#">240104332-00</a>   | Hex Bolts                                | 750-462.0000.63280 | 10.79               |
| <a href="#">T118</a>     | TPI Embroidery               |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">11163</a>          | Justin Williams Uniform                  | 750-462.4000.72000 | 298.33              |
| <a href="#">VEN01248</a> | United Crown Pump & Drilling |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">107247</a>         | Limit Switch Well 11                     | 750-462.0000.68025 | 489.87              |
| <a href="#">U145</a>     | USABlue Book                 |                                |                                          |                    |                     |
| APMWB                    | Check                        | <a href="#">INV00333592</a>    | 4" Ball Marker                           | 750-462.0000.80240 | 518.70              |

Dept 462 Total: 19,277.00

Fund 750 Total: 19,277.00

**Fund:** 753 - WATER CAPITAL

Dept: 462 Water Operating

[VEN14948](#) Century West Engineering Corp.

|       |       |                        |                                             |                    |          |
|-------|-------|------------------------|---------------------------------------------|--------------------|----------|
| APMWB | Check | <a href="#">248062</a> | March 2024 Water Distribution Project Engin | 753-462.3225.95500 | 2,088.13 |
|-------|-------|------------------------|---------------------------------------------|--------------------|----------|

Dept 462 Total: 2,088.13

Fund 753 Total: 2,088.13

Report Total: 851,251.22



| Fund               | Account            | Amount    |
|--------------------|--------------------|-----------|
| 001 - GENERAL FUND |                    |           |
|                    | 001-22115          | 26,000.00 |
|                    | 001-411.0000.62040 | 2,916.66  |
|                    | 001-412.0000.63030 | 157.73    |
|                    | 001-414.0000.62091 | 1,350.00  |
|                    | 001-414.0000.63060 | 230.74    |
|                    | 001-414.1445.62170 | 5,837.75  |
|                    | 001-414.1445.62190 | 3,823.92  |
|                    | 001-415.0000.62040 | 8,091.00  |
|                    | 001-415.0000.66080 | 530.00    |
|                    | 001-421.0000.62040 | 960.00    |
|                    | 001-421.0000.63060 | 339.00    |
|                    | 001-421.0000.64030 | 6,377.72  |
|                    | 001-421.0000.65030 | 730.99    |
|                    | 001-421.0000.67020 | 310.85    |
|                    | 001-421.0000.67100 | 3,134.45  |
|                    | 001-421.0000.67170 | 214.62    |
|                    | 001-421.0000.67310 | 18,762.50 |
|                    | 001-421.0000.68010 | 158.69    |
|                    | 001-421.0000.68060 | 664.26    |
|                    | 001-421.4000.72000 | 2,372.36  |
|                    | 001-424.0000.62040 | 21,700.50 |
|                    | 001-424.0000.63060 | 34.04     |
|                    | 001-424.0000.64030 | 134.62    |
|                    | 001-427.0000.63000 | 50.00     |
|                    | 001-427.0000.64030 | 265.93    |
|                    | 001-431.0000.63060 | 18.99     |
|                    | 001-431.0000.63260 | 349.14    |
|                    | 001-431.0000.64020 | 240.00    |
|                    | 001-431.0000.64030 | 6,496.92  |
|                    | 001-431.0000.68010 | 48.00     |
|                    | 001-431.0000.68090 | 2,862.17  |
|                    | 001-431.0000.68130 | 53,241.60 |
|                    | 001-431.0000.68150 | 6,543.67  |
|                    | 001-431.1811.95040 | 2,187.48  |
|                    | 001-432.0000.63060 | 13.78     |
|                    | 001-432.0000.64030 | 69.10     |
|                    | 001-433.0000.63140 | 371.78    |
|                    | 001-433.0000.63150 | 164.02    |
|                    | 001-433.0000.63160 | 172.27    |
|                    | 001-433.0000.63730 | 3.23      |
|                    | 001-433.0000.64030 | 195.63    |
|                    | 001-433.0000.66190 | 142.40    |
|                    | 001-433.0000.68010 | 178.40    |
|                    | 001-433.0000.68030 | 463.68    |
|                    | 001-434.0000.63011 | 1,001.27  |
|                    | 001-434.0000.63012 | 393.70    |
|                    | 001-434.0000.63013 | 177.29    |
|                    | 001-434.0000.63160 | 160.86    |
|                    | 001-434.0000.64030 | 444.61    |
|                    | 001-434.0000.67090 | 20.00     |
|                    | 001-434.0000.67120 | 22.61     |
|                    | 001-434.0000.67170 | 1,817.75  |
|                    | 001-434.0000.67190 | 5,343.76  |
|                    | 001-441.0000.64030 | 629.58    |
|                    | 001-442.0000.62060 | 1,173.47  |
|                    | 001-442.0000.63060 | 196.80    |

|                                     |                        |                   |
|-------------------------------------|------------------------|-------------------|
| 001-442.0000.63110                  | 118.30                 |                   |
| 001-442.0000.63150                  | 135.43                 |                   |
| 001-442.0000.63760                  | 10,945.00              |                   |
| 001-442.0000.64030                  | 278.66                 |                   |
| 001-442.0000.67020                  | 158.28                 |                   |
| 001-443.0000.62040                  | 9,227.90               |                   |
| 001-443.0000.62080                  | 41.24                  |                   |
| 001-443.0000.62180                  | 3,753.58               |                   |
| 001-443.0000.63060                  | 23.88                  |                   |
| 001-443.0000.63150                  | 943.93                 |                   |
| 001-443.0000.64030                  | 4,467.82               |                   |
| 001-443.0000.65050                  | 1,751.04               |                   |
| 001-443.0000.66190                  | 251.29                 |                   |
| 001-443.0000.67030                  | 329.03                 |                   |
| 001-443.0000.67050                  | 1,656.55               |                   |
| 001-443.0000.67090                  | 163.13                 |                   |
| 001-443.0000.68013                  | 231.60                 |                   |
| 001-443.0000.68220                  | 3,426.60               |                   |
| 001-443.0000.68230                  | 1,067.99               |                   |
| 001-443.0000.80140                  | 5,423.61               |                   |
| 001-443.0000.94180                  | 27,902.96              |                   |
| 001-443.1658.62330                  | 43.18                  |                   |
| 001-445.0000.62040                  | 2,642.40               |                   |
| 001-445.0000.62080                  | 2,313.44               |                   |
| 001-445.0000.63060                  | 52.00                  |                   |
| 001-445.0000.63070                  | 17.83                  |                   |
| 001-445.0000.64030                  | 66.59                  |                   |
| 001-445.0000.65050                  | 105.00                 |                   |
| 001-445.0000.67030                  | 3.99                   |                   |
| 001-451.0000.62000                  | -0.06                  |                   |
| 001-451.1901.66140                  | 29.45                  |                   |
| 001-452.0000.62040                  | 50.00                  |                   |
| 001-452.0000.64030                  | 616.39                 |                   |
| 001-452.1901.66140                  | 29.43                  |                   |
| 001-453.0000.64030                  | 303.07                 |                   |
| 001-453.1901.66140                  | 29.43                  |                   |
| 001-454.0000.64020                  | 50.00                  |                   |
| 001-481.0000.68060                  | 664.26                 |                   |
| 001-481.0000.68395                  | 1,696.25               |                   |
|                                     | <b>Fund 001 Total:</b> | <b>271,302.76</b> |
| 003 - PERSONNEL BENEFIT POOL        |                        |                   |
| 003-482.0000.62160                  | 84.00                  |                   |
| 003-482.4155.71210                  | 150.00                 |                   |
|                                     | <b>Fund 003 Total:</b> | <b>234.00</b>     |
| 007 - DRUG SEIZURE PROGRAM          |                        |                   |
| 007-425.0000.62040                  | 1,175.44               |                   |
|                                     | <b>Fund 007 Total:</b> | <b>1,175.44</b>   |
| 008 - 911 SUPPORT                   |                        |                   |
| 008-426.0000.66040                  | 16,431.18              |                   |
|                                     | <b>Fund 008 Total:</b> | <b>16,431.18</b>  |
| 011 - FACILITY BUILDING RESERVE     |                        |                   |
| 011-491.1801.93163                  | 457.28                 |                   |
|                                     | <b>Fund 011 Total:</b> | <b>457.28</b>     |
| 034 - KOOTENAI FIRE/EMS IMPACT FEES |                        |                   |
| 034-428.0000.33117                  | -870.00                |                   |
| 034-428.0000.62040                  | 40,337.40              |                   |
|                                     | <b>Fund 034 Total:</b> | <b>39,467.40</b>  |
| 037 - STREETS IMPACT FEES           |                        |                   |
| 037-431.0000.95134                  | 360.76                 |                   |
| 037-431.0000.95136                  | 2,995.96               |                   |
|                                     | <b>Fund 037 Total:</b> | <b>3,356.72</b>   |
| 038 - PARKS IMPACT FEES             |                        |                   |
| 038-443.0000.94070                  | 4,962.15               |                   |
| 038-443.0000.94230                  | 500.00                 |                   |
|                                     | <b>Fund 038 Total:</b> | <b>5,462.15</b>   |
| 650 - RECLAIMED WATER OPERATING     |                        |                   |

|                                           |                   |  |
|-------------------------------------------|-------------------|--|
| 650-463.0000.62060                        | 500.00            |  |
| 650-463.0000.62150                        | 66,581.45         |  |
| 650-463.0000.62180                        | 2,176.50          |  |
| 650-463.0000.62320                        | 402.48            |  |
| 650-463.0000.63008                        | 4,638.40          |  |
| 650-463.0000.63060                        | 135.22            |  |
| 650-463.0000.63400                        | 876.70            |  |
| 650-463.0000.64020                        | 100.00            |  |
| 650-463.0000.65005                        | 765.45            |  |
| 650-463.0000.65021                        | 685.28            |  |
| 650-463.0000.67090                        | 99.99             |  |
| 650-463.0000.68010                        | 842.28            |  |
| 650-463.0000.68025                        | 7,592.27          |  |
| 650-463.0000.68360                        | 7,013.97          |  |
| 650-463.0000.90010                        | 197,120.60        |  |
| 650-463.4000.72000                        | 497.94            |  |
| 650-466.0000.63006                        | 106.82            |  |
| 650-466.0000.63330                        | 1,470.40          |  |
| 650-466.0000.65005                        | 2,811.44          |  |
| 650-466.0000.67090                        | 65.65             |  |
| 650-466.0000.67170                        | 107.89            |  |
| 650-466.4000.72000                        | 497.96            |  |
| 650-468.0000.65005                        | 709.56            |  |
| 650-468.0000.68380                        | 387.80            |  |
| 650-468.3238.95520                        | 2,497.48          |  |
| <b>Fund 650 Total:</b>                    | <b>298,683.53</b> |  |
| 651 - RECLAIMED WATER CAPITAL - WWTP      |                   |  |
| 651-463.3213.90015                        | 4,874.16          |  |
| <b>Fund 651 Total:</b>                    | <b>4,874.16</b>   |  |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR |                   |  |
| 652-463.3214.95520                        | 1,135.00          |  |
| 652-463.3228.95520                        | 1,960.70          |  |
| 652-463.3230.95520                        | 1,127.50          |  |
| 652-463.3232.95520                        | 2,385.14          |  |
| 652-463.3234.95520                        | 181,603.63        |  |
| <b>Fund 652 Total:</b>                    | <b>188,211.97</b> |  |
| 700 - SANITATION                          |                   |  |
| 700-461.0000.65050                        | 229.50            |  |
| <b>Fund 700 Total:</b>                    | <b>229.50</b>     |  |
| 750 - WATER OPERATING                     |                   |  |
| 750-462.0000.62080                        | 41.24             |  |
| 750-462.0000.62320                        | 402.48            |  |
| 750-462.0000.62410                        | 986.00            |  |
| 750-462.0000.63060                        | 44.37             |  |
| 750-462.0000.63110                        | 229.80            |  |
| 750-462.0000.63280                        | 3,792.00          |  |
| 750-462.0000.64030                        | 2,004.31          |  |
| 750-462.0000.65050                        | 30.50             |  |
| 750-462.0000.66012                        | 843.90            |  |
| 750-462.0000.67090                        | 885.66            |  |
| 750-462.0000.67170                        | 1,509.20          |  |
| 750-462.0000.68025                        | 489.87            |  |
| 750-462.0000.68235                        | 4,618.54          |  |
| 750-462.0000.68360                        | 2,475.00          |  |
| 750-462.0000.80090                        | 107.10            |  |
| 750-462.0000.80240                        | 518.70            |  |
| 750-462.4000.72000                        | 298.33            |  |
| <b>Fund 750 Total:</b>                    | <b>19,277.00</b>  |  |
| 753 - WATER CAPITAL                       |                   |  |
| 753-462.3225.95500                        | 2,088.13          |  |
| <b>Fund 753 Total:</b>                    | <b>2,088.13</b>   |  |
| <b>Report Total:</b>                      | <b>851,251.22</b> |  |

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:**

**SUBJECT:** March Cash and Investments

---

**ITEM AND RECOMMENDED ACTION:**

Monthly Cash and Investments

**DISCUSSION:**

None

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

None

**APPROVED OR DIRECTION GIVEN:**

None

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

181944379.44

**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 March 31, 2024

| FUND OR DEPARTMENT          | TYPE OF EXPENDITURE | TOTAL BUDGET        | YTD EXPENDITURE     | PERCENT EXPENDED |
|-----------------------------|---------------------|---------------------|---------------------|------------------|
| 411 - MAYOR COUNCIL         | Operating           | \$ 156,830.00       | \$ 120,397.34       | 76.8%            |
|                             | Personnel           | <u>102,747.40</u>   | <u>50,454.84</u>    | 49.1%            |
|                             |                     | 259,577.40          | 170,852.18          | 65.8%            |
| 412 - INFORMATION SYSTEMS   | Operating           | 78,225.00           | 42,772.86           | 54.7%            |
|                             | Capital             | -                   | -                   | 0.0%             |
|                             | Personnel           | <u>408,212.48</u>   | <u>175,692.94</u>   | 43.0%            |
|                             |                     | 486,437.48          | 218,465.80          | 44.9%            |
| 413 - GENERAL SERVICES      | Operating           | 25,750.00           | 9,389.35            | 36.5%            |
|                             | Personnel           | <u>533,488.86</u>   | <u>237,302.95</u>   | 44.5%            |
|                             |                     | 559,238.86          | 246,692.30          | 44.1%            |
| 414 - FINANCE               | Operating           | 558,310.00          | 341,066.72          | 61.1%            |
|                             | Personnel           | <u>644,021.66</u>   | <u>300,645.00</u>   | 46.7%            |
|                             |                     | 1,202,331.66        | 641,711.72          | 53.4%            |
| 415 - CITY CLERK            | Operating           | 50,353.00           | 18,718.37           | 37.2%            |
|                             | Capital             | -                   | -                   | 0.0%             |
|                             | Personnel           | <u>86,293.92</u>    | <u>40,702.50</u>    | 47.2%            |
|                             |                     | 136,646.92          | 59,420.87           | 43.5%            |
| 417 - MEDIA/CABLE FRANCHISE | Operating           | 7,200.00            | 2,251.45            | 31.3%            |
|                             | Capital             | -                   | -                   | 0.0%             |
|                             | Personnel           | <u>152,168.84</u>   | <u>68,961.15</u>    | 45.3%            |
|                             |                     | 159,368.84          | 71,212.60           | 44.7%            |
| 418 - HUMAN RESOURCES       | Operating           | 6,450.00            | 12,281.17           | 190.4%           |
|                             | Personnel           | <u>218,272.21</u>   | <u>111,047.88</u>   | 50.9%            |
|                             |                     | 224,722.21          | 123,329.05          | 54.9%            |
| 421 - POLICE                | Operating           | 1,088,447.43        | 965,918.21          | 88.7%            |
|                             | Capital             | 268,000.00          | 111,629.93          | 41.7%            |
|                             | Personnel           | <u>8,042,990.74</u> | <u>3,473,890.26</u> | 43.2%            |
|                             |                     | 9,399,438.17        | 4,551,438.40        | 48.4%            |
| 423 - OASIS                 | Operating           | 4,000.00            | 20,901.15           | 522.5%           |
|                             | Capital             | -                   | 18,109.00           | 0.0%             |
|                             | Personnel           | <u>120,791.50</u>   | <u>62,912.64</u>    | 52.1%            |
|                             |                     | 124,791.50          | 101,922.79          | 81.7%            |
| 424 - LEGAL (PROSECUTING)   | Operating           | 81,550.00           | 63,850.93           | 78.3%            |
|                             | Capital             | -                   | -                   | 0.0%             |
|                             | Personnel           | <u>770,254.91</u>   | <u>377,576.32</u>   | 49.0%            |
|                             |                     | 851,804.91          | 441,427.25          | 51.8%            |
| 427 - ANIMAL CONTROL        | Operating           | 16,250.00           | 5,360.23            | 33.0%            |
|                             | Personnel           | <u>192,013.10</u>   | <u>88,589.72</u>    | 46.1%            |
|                             |                     | 208,263.10          | 93,949.95           | 45.1%            |
| 431 - STREETS               | Operating           | 2,086,266.00        | (79,398.06)         | -3.8%            |
|                             | Capital             | 6,545,637.00        | 1,482,324.08        | 0.0%             |
|                             | Personnel           | <u>1,575,252.07</u> | <u>665,245.17</u>   | 42.2%            |
|                             |                     | 10,207,155.07       | 2,068,171.19        | 20.3%            |

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED March 31, 2024

| FUND OR DEPARTMENT         | TYPE OF EXPENDITURE | TOTAL BUDGET        | YTD EXPENDITURE   | PERCENT EXPENDED |
|----------------------------|---------------------|---------------------|-------------------|------------------|
| 432 - PUBLIC WORKS ADMIN.  | Operating           | 19,280.00           | 5,200.34          | 27.0%            |
|                            | Personnel           | 200.00              | -                 | 0.0%             |
|                            |                     | <u>19,480.00</u>    | <u>5,200.34</u>   | 26.7%            |
| 433 - FACILITY MAINTENANCE | Operating           | 42,080.00           | 16,260.45         | 38.6%            |
|                            | Capital             | 64,260.47           | 38,926.14         | 60.6%            |
|                            | Personnel           | <u>337,784.38</u>   | <u>139,604.34</u> | 41.3%            |
|                            |                     | 444,124.85          | 194,790.93        | 43.9%            |
| 434 - FLEET MAINTENANCE    | Operating           | 251,497.00          | 118,849.78        | 47.3%            |
|                            | Capital             | 3,070,307.01        | 1,918,447.43      | 62.5%            |
|                            | Personnel           | <u>479,756.66</u>   | <u>211,077.48</u> | 44.0%            |
|                            |                     | 3,801,560.67        | 2,248,374.69      | 59.1%            |
| 435 - -GIS                 | Operating           | 60,230.00           | 48,804.09         | 81.0%            |
|                            | Personnel           | <u>193,780.63</u>   | <u>87,652.24</u>  | 45.2%            |
|                            |                     | 254,010.63          | 136,456.33        | 53.7%            |
| 441 - URBAN FORESTRY       | Operating           | 52,750.00           | 57,784.89         | 109.5%           |
|                            | Capital             | 212,224.06          | 58,700.00         | 0.0%             |
|                            | Personnel           | <u>275,303.32</u>   | <u>124,192.57</u> | 45.1%            |
|                            |                     | 540,277.38          | 240,677.46        | 44.5%            |
| 442 - CEMETERY             | Operating           | 111,145.00          | 70,382.01         | 63.3%            |
|                            | Capital             | 30,000.00           | 20,051.36         | 0.0%             |
|                            | Personnel           | <u>241,099.10</u>   | <u>109,910.88</u> | 45.6%            |
|                            |                     | 382,244.10          | 200,344.25        | 52.4%            |
| 443 - PARKS                | Operating           | 924,624.00          | 312,225.43        | 33.8%            |
|                            | Capital             | 1,622,062.39        | 369,118.37        | 22.8%            |
|                            | Personnel           | <u>1,427,171.23</u> | <u>581,660.44</u> | 40.8%            |
|                            |                     | 3,973,857.62        | 1,263,004.24      | 31.8%            |
| 444 - PARKS CONSTRUCTION   | Operating           | -                   | -                 | 0.0%             |
|                            | Capital             | <u>466,649.22</u>   | <u>100,099.47</u> | 21.5%            |
|                            |                     | 466,649.22          | 100,099.47        | 21.5%            |
| 445 - RECREATION           | Operating           | 219,814.00          | 81,538.82         | 37.1%            |
|                            | Capital             | -                   | 5,534.60          | 0.0%             |
|                            | Personnel           | <u>926,118.98</u>   | <u>350,686.85</u> | 37.9%            |
|                            |                     | 1,145,932.98        | 437,760.27        | 38.2%            |
| 451 - PLANNING & ZONING    | Operating           | 337,419.00          | 7,344.83          | 2.2%             |
|                            | Capital             | 50,000.00           | 26,657.00         | 100.0%           |
|                            | Personnel           | <u>371,282.21</u>   | <u>141,554.02</u> | 38.1%            |
|                            |                     | 758,701.21          | 175,555.85        | 23.1%            |
| 452 - BUILDING INSPECTOR   | Operating           | 30,600.00           | 27,912.65         | 91.2%            |
|                            | Personnel           | 773,410.60          | 356,086.80        | 46.0%            |
|                            | Capital             | -                   | -                 |                  |
|                            |                     | <u>804,010.60</u>   | <u>383,999.45</u> | 47.8%            |
| 453 - ENGINEERING          | Operating           | 45,100.00           | 10,481.64         | 23.2%            |
|                            | Capital             | 30,000.00           | 23,157.00         | 100.0%           |
|                            | Personnel           | <u>803,098.02</u>   | <u>339,070.66</u> | 42.2%            |
|                            |                     | 878,198.02          | 372,709.30        | 42.4%            |



CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED March 31, 2024

| FUND OR DEPARTMENT                   | TYPE OF EXPENDITURE | TOTAL BUDGET         | YTD EXPENDITURE      | PERCENT EXPENDED |
|--------------------------------------|---------------------|----------------------|----------------------|------------------|
| 454 - Community Development Admin    | Operating           | 85,070.00            | 28,384.34            | 33.4%            |
|                                      | Capital             | -                    | -                    | 0.0%             |
|                                      | Personnel           | 225,457.51           | 102,135.03           | 45.3%            |
|                                      |                     | 310,527.51           | 130,519.37           | 42.0%            |
| 465 - STREET LIGHTS                  | Operating           | 650,000.00           | 357,845.35           | 55.1%            |
|                                      |                     | 650,000.00           | 357,845.35           | 55.1%            |
| 481 - CAPITAL IMPROVMENTS/CONTRACTS  | Operating           | 1,331,114.00         | 743,382.04           | 55.8%            |
|                                      | Capital             | -                    | 70,323.40            | 0.0%             |
|                                      |                     | 1,331,114.00         | 813,705.44           | 61.1%            |
| 482 - PERSONNEL POOL                 | Operating           | 4,557,500.00         | 2,278,750.02         | 50.0%            |
|                                      | Personnel           | 834,997.56           | 31,660.10            | 3.8%             |
|                                      |                     | 5,392,497.56         | 2,310,410.12         | 42.8%            |
| 497 - TRANSFERS OUT                  | Operating           | -                    | -                    | 0.0%             |
|                                      |                     | -                    | -                    | 0.0%             |
| <b>TOTAL GENERAL FUND</b>            |                     | <b>44,972,962.47</b> | <b>18,160,046.96</b> | <b>40.4%</b>     |
| 002 - INSURANCE FUND                 | Operating           | 337,326.00           | 328,251.14           | 97.3%            |
|                                      |                     | 337,326.00           | 328,251.14           | 97.3%            |
| 003 - PERSONNEL FUND                 | Operating           | 51,800.00            | 15,012.26            | 29.0%            |
|                                      | Capital             | -                    | -                    | 0.0%             |
|                                      | Personnel           | 4,660,700.00         | 2,188,871.45         | 47.0%            |
|                                      |                     | 4,712,500.00         | 2,203,883.71         | 46.8%            |
| 004-Street Lights                    | Operating           | -                    | -                    | 0.0%             |
|                                      |                     | -                    | -                    |                  |
| 007 - DRUG SEIZURE FUND              | Operating           | 168,000.00           | 18,110.37            | 10.8%            |
|                                      | Capital             | -                    | -                    |                  |
|                                      |                     | 168,000.00           | 18,110.37            | 10.8%            |
| 008 - 911 FUND                       | Operating           | 2,875,282.69         | 70,930.32            | 2.5%             |
|                                      | Capital             | -                    | -                    | 0.0%             |
|                                      | Personnel           | 81,465.89            | 38,941.68            | 47.8%            |
|                                      |                     | 2,956,748.58         | 109,872.00           | 3.7%             |
| 011 - FACILITY BUILDING RESERVE FUND | Operating           | 7,900,000.00         | -                    | 0.0%             |
|                                      | Capital             | -                    | -                    | 0.0%             |
|                                      |                     | 7,900,000.00         | -                    | 0.0%             |
| 017 - ANNEXATION FUND                | Operating           | 4,640,000.00         | 320,005.72           | 6.9%             |
|                                      | Capital             | -                    | -                    |                  |
|                                      |                     | 4,640,000.00         | 320,005.72           | 6.9%             |
| 023 - SPECIAL EVENTS FUND            | Operating           | 52,820.00            | 7,147.78             | 13.5%            |
|                                      |                     | 52,820.00            | 7,147.78             | 13.5%            |
| 029 - CEMETERY IMPROVEMENTS FUND     | Operating           | 202,500.00           | -                    | 0.0%             |
|                                      | Capital             | -                    | -                    |                  |
|                                      |                     | 202,500.00           | -                    | 0.0%             |
| 034- KOOTENAI FIRE/EMS IMPACT FEES   | Operating           | 2,000,000.00         | 340,101.10           | 17.0%            |
|                                      |                     | 2,000,000.00         | 340,101.10           | 17.0%            |

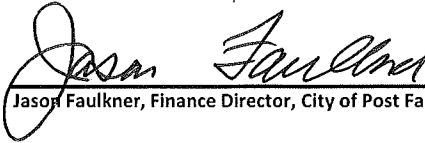
CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED March 31, 2024

| FUND OR DEPARTMENT                   | TYPE OF<br>EXPENDITURE | TOTAL BUDGET        | YTD<br>EXPENDITURE | PERCENT<br>EXPENDED |
|--------------------------------------|------------------------|---------------------|--------------------|---------------------|
| 035 - PUBLIC SAFETY IMPACT FEES FUND | Operating              | 2,355,000.00        | 17,230.38          | 0.7%                |
|                                      | Capital                | -                   | -                  | 0.0%                |
|                                      |                        | <u>2,355,000.00</u> | <u>17,230.38</u>   | 0.7%                |

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED March 31, 2024

| FUND OR DEPARTMENT                                                                  | TYPE OF EXPENDITURE | TOTAL BUDGET             | YTD EXPENDITURE         | PERCENT EXPENDED |
|-------------------------------------------------------------------------------------|---------------------|--------------------------|-------------------------|------------------|
| 037 - STREET IMPACT FEE FUND                                                        | Operating           | 2,980,000.00             | 1,175,244.91            | 0.0%             |
|                                                                                     | Capital             | 643,647.90               | 215,780.51              |                  |
|                                                                                     |                     | <u>3,623,647.90</u>      | <u>1,391,025.42</u>     | 0.0%             |
| 038 - PARK IMPACT FEE FUND                                                          | Operating           | 960,000.00               | 5,014.36                | 0.0%             |
|                                                                                     | Capital             | 2,800,000.00             | (106,619.59)            | -3.8%            |
|                                                                                     |                     | <u>3,760,000.00</u>      | <u>(101,605.23)</u>     | -2.7%            |
| 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<br>incl'd: wwo, collections, recycled, surface | Operating           | 15,418,214.69            | 5,723,088.68            | 37.1%            |
|                                                                                     | Capital             | 5,345,000.00             | 285,199.38              | 5.3%             |
|                                                                                     | Personnel           | 2,192,724.82             | 985,270.02              | 44.9%            |
|                                                                                     |                     | <u>22,955,939.51</u>     | <u>6,993,558.08</u>     | 30.5%            |
| 651 - RECLAIMED WATER - CAPITAL WWTP FUND                                           | Operating           | 2,474,925.00             | 342,462.50              | 13.8%            |
|                                                                                     | Capital             | 5,601,350.00             | 7,168,514.65            | 128.0%           |
|                                                                                     |                     | <u>8,076,275.00</u>      | <u>7,510,977.15</u>     | 93.0%            |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND                                      | Capital             | 29,135,000.00            | 1,072,011.97            | 3.7%             |
|                                                                                     |                     | <u>29,135,000.00</u>     | <u>1,072,011.97</u>     | 3.7%             |
| 700 - SANITATION FUND                                                               | Operating           | 3,688,815.00             | 1,898,659.87            | 51.5%            |
|                                                                                     |                     | <u>3,688,815.00</u>      | <u>1,898,659.87</u>     | 51.5%            |
| 750 - WATER OPERATING FUND                                                          | Operating           | 1,920,775.26             | 716,460.25              | 37.3%            |
|                                                                                     | Capital             | 3,044,500.00             | 209,454.50              |                  |
|                                                                                     | Personnel           | 815,338.59               | 394,072.78              | 48.3%            |
|                                                                                     |                     | <u>5,780,613.85</u>      | <u>1,319,987.53</u>     | 22.8%            |
| 753 - WATER CAPITAL FUND                                                            | Operating           | -                        | -                       | 0.0%             |
|                                                                                     | Capital             | 4,037,153.75             | 563,929.84              | 14.0%            |
|                                                                                     |                     | <u>4,037,153.75</u>      | <u>563,929.84</u>       | 14.0%            |
| GRAND TOTAL                                                                         |                     | <u>\$ 151,355,302.06</u> | <u>\$ 42,153,193.79</u> | 27.9%            |

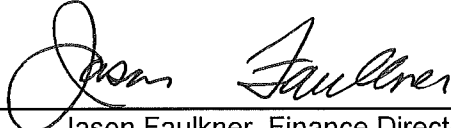
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

City of Post Falls  
Cash and Investments  
3/31/2024

| Description                        | City's Balance                  |
|------------------------------------|---------------------------------|
| <hr/>                              |                                 |
| Idaho State Investment Pool        |                                 |
| LGIP Acct 1399                     | 45,706,514.86                   |
| LGIP Acct 1441                     | 280,931.77                      |
| <hr/>                              |                                 |
| First Financial Equity Corporation |                                 |
| General Accts Investments          | 23,388,811.16                   |
| Contingency Accts                  | 9,787,544.06                    |
| Replacement & Reserve Accts        | 56,417,817.81                   |
| <hr/>                              |                                 |
| Moreton Capital Investments        |                                 |
| Moreton Securities                 | 20,096,583.46                   |
| <hr/>                              |                                 |
| Mountain West bank                 |                                 |
| Repurchase Sweep Account           | 26,189,485.13                   |
| Checking Account                   | 75,003.19                       |
| <hr/>                              |                                 |
| Cash on Hand                       |                                 |
| Finance                            | 400.00                          |
| Animal Control                     | 150.00                          |
| Police                             | 525.00                          |
| Recreation                         | 255.00                          |
| Park                               | 208.00                          |
| Planning and Zoning                | 150.00                          |
| <hr/>                              |                                 |
| Total                              | <u><u>\$ 181,944,379.44</u></u> |

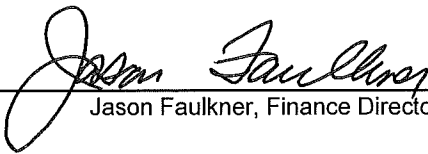
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS  
REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND  
CORRECT TO THE BEST OF MY KNOWLEDGE.

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

City of Post Falls  
Treasurer's Report of Cash and Investment Transactions  
3/31/2024

| FUND                                      | BALANCE<br>02/01/2024    | RECEIPTS               | DISBURSEMENTS          | BALANCE<br>03/31/2024    |
|-------------------------------------------|--------------------------|------------------------|------------------------|--------------------------|
| 001 - GENERAL FUND                        | \$ 37,951,665.49         | \$ 1,423,888.73        | \$ 3,639,893.90        | \$ 35,735,660.32         |
| 002 - COMPREHENSIVE LIABILITY             | 568,115.05               | \$ 17,435.62           | -                      | 585,550.67               |
| 003 - PERSONNEL BENEFIT POOL              | (413,760.08)             | \$ 391,360.41          | \$ 394,616.90          | (417,016.57)             |
| 004 - STREET LIGHTS                       | -                        | \$ -                   | \$ -                   | -                        |
| 007 - DRUG SEIZURE PROGRAM                | 170,738.98               | \$ 3,098.05            | \$ 6,564.50            | 167,272.53               |
| 008 - 911 SUPPORT                         | 2,646,008.11             | \$ 63,483.25           | \$ 20,989.20           | 2,688,502.16             |
| 011 - FACILITY BUILDING RESERVE           | 12,015,070.73            | \$ 27,342.40           | -                      | 12,042,413.13            |
| 017 - ANNEXATION FEES                     | 1,889,468.75             | \$ 27,039.97           | \$ 53,333.33           | 1,863,175.39             |
| 023 - SPECIAL EVENTS                      | 364,127.07               | \$ 4,901.06            | \$ 2,660.98            | 366,367.15               |
| 029 - CEMETERY CAPITAL IMPROVEMENT        | 461,853.82               | \$ 4,210.72            | -                      | 466,064.54               |
| 034 - KOOTENAI FIRE/EMS IMPACT FEES       | 148,367.56               | \$ 56,794.04           | \$ 134,538.86          | 70,622.74                |
| 035 - PUBLIC SAFETY IMPACT FEES           | 2,504,101.44             | \$ 62,405.14           | \$ 2,871.73            | 2,563,634.85             |
| 037 - STREETS IMPACT FEES                 | 5,928,385.57             | \$ 267,290.23          | \$ 24,701.49           | 6,170,974.31             |
| 038 - PARKS IMPACT FEES                   | 5,919,228.90             | \$ 199,353.33          | -                      | 6,118,582.23             |
| 039 - STREETS CAPITAL PROJECTS            | -                        | \$ -                   | -                      | -                        |
| 402 - LID 99-1                            | (30,979.88)              | \$ -                   | -                      | (30,979.88)              |
| 410 - LID 2004                            | (78,863.29)              | \$ 1,208.20            | -                      | (77,655.09)              |
| 450 - LID GUARANTEE                       | 18,118.57                | \$ 49.14               | -                      | 18,167.71                |
| 650 - RECLAIMED WATER OPERATING           | 55,346,109.93            | \$ 1,768,211.86        | \$ 1,174,927.03        | 55,939,394.76            |
| 651 - RECLAIMED WATER CAPITAL - WWTP      | 2,388,639.25             | \$ 323,030.45          | \$ 421,242.96          | 2,290,426.74             |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR | 24,841,583.02            | \$ 917,777.62          | \$ 324,387.35          | 25,434,973.29            |
| 700 - SANITATION                          | 1,335,826.21             | \$ 424,989.89          | \$ 394,258.68          | 1,366,557.42             |
| 750 - WATER OPERATING                     | 23,558,548.42            | \$ 414,730.45          | \$ 435,390.52          | 23,537,888.35            |
| 753 - WATER CAPITAL                       | 4,978,595.97             | \$ 65,206.72           | -                      | 5,043,802.69             |
| <b>GRAND TOTAL:</b>                       | <b>\$ 182,510,949.59</b> | <b>\$ 6,463,807.28</b> | <b>\$ 7,030,377.43</b> | <b>\$ 181,944,379.44</b> |

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: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Rhiannon O'Neill, Deputy City Clerk

**SUBJECT:** Contract with the Metts Group for Pleasant View Marketing Plan

---

**ITEM AND RECOMMENDED ACTION:**

Staff requests City Council approval of a contract with the Metts Group to develop a marketing plan for the Pleasant View corridor.

**DISCUSSION:**

The City was awarded an Economic Development Administration Grant in February 2024 to develop a marketing plan for the Pleasant View Corridor.

A Request for Quotes was sent out in late March. The only responsive proposal submission we received was from the Metts Group. Staff and Legal reviewed the Metts' Group proposal submission, scope of work, and contract and are recommending approval of the contract.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

The contract for Grant Administration with Panhandle Area Council was reviewed and approved by Council on March 19, 2024.

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

This contract will not exceed \$85,000. The EDA Grant award was for \$76,000, with a \$19,000 recipient share of cost from the city. The previously approved Grant Administration contract was for \$10,000.

**BUDGET CODE:**

To be provided by Finance.

**ATTACHMENTS:**

1. 2024 Consultant Contract Marketing Plan Development
2. Pleasant View\_Contract
3. Marketing Plan Development - Pleasant View\_TM and WC Proposal

**CITY OF POST FALLS:**

City of Post Falls Idaho  
C/O City of Post Falls Administration  
408 N. Spokane Street  
Post Falls, ID 83854

City Contract Administrator: Shelly Enderud, City Administrator. Phone: (208) 773-3511  
Email: senderud@postfalls.gov

City Project Manager: Robert Seale, Community Development Director. Phone: (208) 457-3372.  
Email: rseale@postfalls.gov

**CONSULTANT:**

The Metts Group  
1528 W. Union Drive  
Coeur d'Alene, ID 83815  
Firm Project Manager: Alivia Metts, Principal. Phone: (208) 277-6940  
Email: ametts@themettsgroup.com

THIS AGREEMENT made and entered into by and between the 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 The Metts Group having offices for the transaction of business at [Company Address] hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain Marketing Plan Development within the City; and

WHEREAS, the Consultant has been selected by the City to prepare such.

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, which are generally described within **Exhibit “A”**, which is incorporated herein by this reference.

**ARTICLE 2. SCOPE OF WORK AND PERSONNEL**

**2.1. PROJECT LOCATION:** This project will be in the City of Post Falls.

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

**2.3. PERSONNEL:** The Consultant represents that it has or will secure all personnel required to perform its services at its own expense 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 may not replace the Project Manager or other key employee(s) without obtaining the City's approval, which the City will not unreasonably withhold. 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 relevant specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that the City may 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. However, 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. The Consultant must provide notice of any such assignment or transfer 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 approvals according to this Agreement.

**2.6. TERM:** 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 required for the City's review and 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"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$85,000 without a change order approved in writing by both parties. Prices and



rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

**3.2. REIMBURSABLE EXPENSES:** 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. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs 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 offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. 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 the computation of the Consultant's price and may not be charged to the City.

**3.4. TIME OF PAYMENT:** Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (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 includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

**3.6. FINAL INVOICE:** 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 be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately 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 coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. 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 concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a 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 Administration, 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 the City of Post Falls, its officers, agents and employees, and any other entity required explicitly 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 prior written notice to the 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 from such failure, either by 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 more.

**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 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 under the terms of this Agreement through no fault of the Consultant.

**5.2. TERMINATION BY CITY:** The City may terminate this Agreement 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 the Consultant's itemized breakdown and documentation 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. 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 from 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 of (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. The Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of the 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 Agreement or one million dollars (\$1,000,000), whichever is more. 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 the 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 expressly 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 Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

## **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, 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 before expiration.

**7.2. CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering 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 a paper, electronic, or another 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, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City 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 preceding 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 ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing 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. 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 infringes 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. In that case, 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.

**7.5. 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.

**7.6. MAINTENANCE OF RECORDS:** The Consultant will maintain, for at least three (3) years after completion of this Agreement, all relevant records concerning this Agreement. The Consultant shall make available to the City, at any time during their regular operating hours, all records, books, or pertinent information which the Consultant 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 necessary for funding the services contracted for herein.

**7.7. 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 the performance of its services outlined in this Agreement.

**7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS:** The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

## **ARTICLE 8. GENERAL CONDITIONS**

**8.1. PAYMENT OF TAXES:** This Agreement 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 expressly 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 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 apply 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, and may not thereafter be removed to any other state or federal court.

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 law shall be taken and construed as cumulative, 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 thereof, or the right of the City to enforce every such provision hereafter.

8.7. **HEADINGS:** This Agreement's Article and Section headings have been inserted solely for 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 or Sections 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 this 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 this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the 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. **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 their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

**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 parties' entire Agreement. 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 is incorporated herein by this reference.

**8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **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).
- b. **Boycotting Certain Sectors:** 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 companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.

- c. **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.
- d. **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).

## **ARTICLE 9. CONTRACT DOCUMENTS**

9.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely 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. This Agreement; and
- 3. Exhibit “A” Scope of Work; and
- 4. 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

ATTEST:

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

BY: \_\_\_\_\_  
Shannon Howard  
City Clerk

Date: April \_\_\_\_, 2024

CONSULTANT

*A Metts*  
\_\_\_\_\_  
Alivia Metts, Principal  
The Metts Group

Date: April 30, 2024

## **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.

## Delivery of Services

The Metts Group, alongside Welch Comer Engineers, will perform the Delivery of Services outlined below in accordance with the schedule described. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond The Metts Group's control.

## Project Understanding

The Metts Group, in collaboration with Welch Comer Engineers, is partnering to furnish the City of Post Falls with a roadmap for advancing the Pleasant View Road corridor. This framework will pinpoint the highest and best uses of industrial and commercial parcels, featuring a focused industry analysis derived from data and grounded in stakeholder interviews and engagement. Embracing a market-driven strategy, this initiative will underpin the development of a marketing tool aimed at ensuring project success and stimulating economic growth in the region.

Our methods are outlined in the Work Plan below and include the following major tasks:

- Task 1: Scope Refinement and Project Mobilization
- Task 2: Data Collection
- Task 3: Infrastructure Analysis
- Task 4: Target Industry Identification
- Task 5: Stakeholder Interviews & Engagement
- Task 6: Marketing Plan
- Task 7: Meetings & Final Report

The tasks will accomplish the following key project components:

- Interview key stakeholders.
- Assess locational characteristics.
- Evaluate the economic outlook.
- Conduct interviews for demand assessment.
- Identify competing sites.
- Analyze target industries.
- Recommend specific industries and potential supply chain recruitments.
- Forecast economic impacts.
- Prepare a marketing plan.

## Scope of Services

Our team understands that a successful plan must include four key elements: analytics, data and stakeholder input/consensus; actionable recommendations; and a marketing plan to implement. The following section provides a detailed discussion of our team's proposed plan and methodology to accomplish the scope of services identified in the City's RFQ.

Task 1: Scope Refinement, Project Mobilization & Management

Objective:

To refine the scope, as well as execute a Project Management Plan to direct research, analysis, communications, and deliverables to best accomplish the tasks at hand.

Deliverables

- Final Project Scope
- Project Kick-off Meeting & Project Management Plan
- Overall Vision of the Project
- Schedule of Progress Calls, Deliverables, Meetings and Presentations
- Existing Documents Review & Data Resources
- Identify Key Stakeholders

Initially, the Project Team will convene a Project Kick-off Meeting where we will discuss project objectives, timelines, roles, and responsibilities. During this meeting, we will finalize the project scope, ensuring clarity and alignment with stakeholders' expectations. We will work with the City to establish a schedule of Progress Calls, Deliverables, Meetings, and Presentations to facilitate regular communication, monitor progress, and address any challenges or issues that may arise. Lastly, we will conduct a thorough review of existing documents and data resources to inform our research and analysis, while also identifying key stakeholders whose input and involvement will be crucial to the project's success. Through these coordinated efforts, we aim to lay a solid foundation for effective project execution and achieving desired outcomes.

Task 2: Data Collection

Objective:

To collect and analyze key data on existing industry, demographic, socioeconomic, and economic conditions to identify current and potential economic engines that is prudent to the overall Plan.

Deliverables

- Existing Document Review
- Existing Demographic Analysis & Trends
- Real Estate & Market Trends and Outlook (Industrial/Commercial)
- Identification of Competing Sites
- Economic Base Analysis
- GIS mapping

The Project Team will adopt a comprehensive approach that integrates both quantitative and qualitative methodologies. Initially, we will conduct an extensive review of existing documents pertinent to the project. This includes analyzing previous studies, reports, and planning documents to gain insights into historical trends, challenges, and opportunities relevant to the

proposed development. Additionally, we will conduct a thorough demographic analysis to understand population trends, growth patterns, and demographic shifts within the project area. This analysis will provide valuable insights into consumer behavior, workforce dynamics, and potential market demand.

Furthermore, we will closely examine real estate and market trends specific to the industrial and commercial sectors. This entails assessing factors such as vacancy rates, rental rates, absorption rates, and development activity to gauge the current state and outlook of the local real estate market. Additionally, we will identify competing sites and assess their strengths, weaknesses, and market positioning relative to the proposed development, providing valuable benchmarking insights.

Moreover, our team will conduct an economic base analysis to understand the foundational industries driving economic activity within the region. This analysis will help identify key sectors contributing to employment, income generation, and overall economic growth, informing strategic decisions regarding targeted industries and market positioning. Through these comprehensive analyses, we aim to gain a nuanced understanding of the project's context, market dynamics, and competitive landscape, laying the groundwork for the overall Plan.

### Task 3: Infrastructure Analysis

---

|                   |                                                                                                                                                                                                                            |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective:</b> | To evaluate on and off-site infrastructure available to support the project area. Figures and graphics will be prepared showing the existing and proposed required infrastructure, if needed, to service the project area. |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Deliverables

- Infrastructure Availability and Planned
- GIS mapping
- Summary memo

Welch Comer will review the City's existing planning documents (water system plan, sewer system plan, and transportation master plan (in process) to determine existing conditions, compare planned growth scenarios with the land uses anticipated in the planning documents, identify system improvements already planned, and determine the likelihood of necessary unanticipated system improvements, if any, which could include intersection improvements, road capacity improvements, and water or sewer system improvements. In addition, Welch Comer will provide high level cost analyses based on the City's CIP's for use the marketing plan.

Task 4: Target Industry Identification

Objective:

The overall goal of this task is to analyze market-driven commercial or industrial uses for the proposed site. This analysis will allow us to identify key industries that may be interested in this site.

Deliverables

- Target Industry Analysis
- Supply Chain Gap Analysis
- Assess Locational Characteristics
- Interview Key Stakeholders
- Forecast Economic Impacts

The Metts Group will conduct an industry and supply chain analysis to get a picture of the City’s economy in context with the greater regional economy. From this work, potential gaps in industry and other metrics necessary to support new development will be understood.

This analysis will examine industry information to determine emerging industry sectors or clusters based on the growth and industrial specialization of the City compared to the County and the rest of the region. From this detailed examination of industry information, we will be able to determine key target industries. The Metts Group will analyze past, current, and projected employment trends in each sector to determine industry performance, specialization, and employment demand. We will then use employment inputs based on industry standards to project the potential economic impacts. This industry analysis will identify other, related, and supportive industries (supply chains) for the targeted industries.

The Metts Group will work with Welch Comer to realize infrastructure capacities and limitations to assure alignment with identified target industries.

Identifying regional target industry sectors and clusters is a vital component of a marketing development strategy. These sectors serve as the primary focal point for regional decision-making because they offer the most growth and development opportunities. The primary purpose of this target industry analysis will be to determine the industry sectors currently driving the City and surrounding region’s economy and to identify any emerging industry sectors that can be leveraged to improve economic prosperity.

Task 5: Stakeholder Interviews & Engagement

**Objective:** To engage the City, the real estate community, and key stakeholders in 1:1 interviews and other data collection activities as a primary input for solidifying market trends and shared vision for the area.

Deliverables

- Internal Strategy Development Work Session
- Stakeholder Input Documentation & Summary
- Finalized Vision/Mission for the Pleasant View area

The Project Team is committed to facilitating early and ongoing involvement of stakeholders in an open, transparent, and inclusive process. We will develop a strategic public outreach framework that actively involves the business and development community to comprehensively understand the marketable opportunities and potential for development realization. The outcome will be a clear vision for the City of Post Falls to move forward. To prepare for stakeholder outreach, the Project Team will gather and review existing City strategies and plans that have been implemented.

Task 6: Marketing Plan

**Objective:** Recommend a project marketing and funding strategy for the site.

Deliverables

- Marketing Objectives
- Budget and Resource Allocation
- Implementation Plan
- Key Performance Metrics
- Marketing Brochure Development

Drawing upon the industries identified in Task 5, we will engage in targeted interviews with specific businesses to gauge their interest in the proposed site. Insights garnered from the market analysis conducted in Task 2 will inform the establishment of clear marketing objectives and the identification of a precise target audience for our marketing endeavors. A comprehensive budget will be outlined, delineating the financial resources allocated to each initiative detailed in the Marketing Plan, ensuring optimal utilization of resources.

The implementation plan will delineate timelines, responsibilities, and milestones, ensuring coordinated efforts and timely delivery. Furthermore, to evaluate effectiveness, our team will identify key performance metrics, allowing for continuous monitoring, analysis, and optimization of marketing strategies. The overarching objective is to equip the City with comprehensive data, information, and resources necessary to develop a compelling marketing brochure that effectively communicates the locational characteristics and site-specific information that showcases the unique features and attractions of the location.

These objectives will lay the groundwork for crafting a robust marketing strategy tailored to the site's unique characteristics and market opportunities, with the overarching goal of enhancing visibility, attracting investment, and fostering the site's successful development.

Task 7: Meetings & Final Marketing Plan

**Objective:** Attend scheduled meetings that pertain to the discussion of this Plan and a report out to City and stakeholders, as requested by the City. Prepare a fully documented report which clearly communicates our findings and a summary identifying implementable next steps.

Deliverables

- Comprehensive Final Report (Targeted Industry Analysis, Marketing Plan, Infrastructure Analysis, elements for a Marketing Brochure)
- City Council Meetings

Project Schedule

The following project schedule is presented as a preliminary planning tool to guide work tasks and associated deliverables throughout the life of the project. Final deliverables' dates will be established at the project kickoff. The proposed timeline is tied to the initial kick-off meeting. This timeline is based on a one-week client review cycle for each deliverable submitted. General project timeframes by task are summarized below.

| City of Post Falls: Pleasant View Marketing Plan Development   Project Work Plan & Timeline |         |         |         |         |         |         |         |            |
|---------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|------------|
| Project Month                                                                               | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Months 8-9 |
| Task 1: Kickoff Meeting                                                                     |         |         |         |         |         |         |         |            |
| Task 2: Economic Baseline & Data Collection                                                 |         |         |         |         |         |         |         |            |
| Task 3: Infrastructure Analysis                                                             |         |         |         |         |         |         |         |            |
| Task 4: Target Industry and Supply Chain Analysis                                           |         |         |         |         |         |         |         |            |
| Task 5: Stakeholder Involvement & Alignment                                                 |         |         |         |         |         |         |         |            |
| Task 6: Marketing Plan                                                                      |         |         |         |         |         |         |         |            |
| Task 7: Draft & Final Report                                                                |         |         |         |         |         |         |         |            |



Cost Proposal

Provided below is the Project Team’s not-to-exceed fee for the task-based scope of work presented herein. **The proposed fixed fee for the outlined services is \$85,000.** The fee quoted below includes all labor, materials, printing, and any other expenses associated with this engagement.

We look forward to working closely with the City of Post Falls team on this most important strategic assignment.

Kindest regards,



Alivia Metts



1528 W. Union Drive  
Coeur d’Alene, ID 83815  
(208) 277-6940  
Email: [ametts@themettsgroup.com](mailto:ametts@themettsgroup.com)  
EIN: 47-3775481

ACCEPTED:

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

# City of Post Falls

Proposal for:

Marketing Plan Development

*Pleasant View Road*

April 1, 2024

Rhiannon O'Neill  
Deputy City Clerk  
City of Post Falls  
408 N. Spokane St.  
Post Falls, ID 83854

RE: RFQ for Marketing Plan Development, Pleasant View Road

Dear Ms. O'Neill,

I am writing to express our team's keen interest in responding to the Request for Quote (RFQ) for advancing the Pleasant View Road corridor, in collaboration with The Metts Group and Welch Comer Engineers. With a collective commitment to excellence and innovation, we are eager to lend our expertise to this pivotal project to stimulate economic growth in the region.

At the core of our proposal, is a comprehensive framework designed to identify the most effective industrial and commercial uses along the Pleasant View Road corridor. Our approach is grounded in a thorough analysis that draws from both data-driven methodologies and extensive stakeholder engagement. By adopting a market-driven strategy, we seek to develop a roadmap that not only identifies opportunities but also ensures project success through actionable recommendations and a compelling marketing plan.

Our team is excited to leverage our extensive experience in Post Falls, as well as our regional and national expertise gained from numerous similar projects. Our range of expertise and unique resources will enable the City to achieve its primary objectives. A pivotal component of our approach involves conducting a target industry analysis, which will be followed by conducting one-on-one interviews with businesses within those targeted industries, will form the foundation of the Marketing Plan which, when implemented, is poised to diversify and expand the tax base, thereby fortifying economic resilience and drive the Pleasant View Road corridor toward a future of prosperity and vitality.

Our proposed methodology comprises a series of carefully crafted tasks designed to address key project components, including stakeholder interviews, infrastructure analysis, target industry identification, and economic impact forecasting.

Furthermore, our team is committed to delivering results that align with the City of Post Falls' objectives. We understand the importance of analytics, data-driven insights, and stakeholder input in shaping the trajectory of the Pleasant View Road corridor. By combining these elements, we will provide a roadmap that not only optimizes economic opportunities but also fosters community consensus and sustainable development.

Thank you for considering our proposal. We look forward to the opportunity to collaborate with The Metts Group, Welch Comer Engineers, and the City of Post Falls on this transformative project.

Sincerely,

*A Metts*

Alivia Metts  
Principal  
The Metts Group

Contents

Delivery of Services ..... 3

    Project Understanding..... 3

    Scope of Services ..... 3

Firm Background and Qualifications..... 9

    Firm Profiles..... 9

    Project Experience ..... 14

    Project Team..... 14

Client References ..... 19

    Project Schedule ..... 20

Cost Proposal ..... 20

### Delivery of Services

#### Project Understanding

The Metts Group, in collaboration with Welch Comer Engineers, is partnering to furnish the City of Post Falls with a roadmap for advancing the Pleasant View Road corridor. This framework will pinpoint the highest and best uses of industrial and commercial parcels, featuring a focused industry analysis derived from data and grounded in stakeholder interviews and engagement. Embracing a market-driven strategy, this initiative will underpin the development of a marketing tool aimed at ensuring project success and stimulating economic growth in the region.

Our methods are outlined in the Work Plan below and include the following major tasks:

- Task 1: Scope Refinement and Project Mobilization
- Task 2: Data Collection
- Task 3: Infrastructure Analysis
- Task 4: Target Industry Identification
- Task 5: Stakeholder Interviews & Engagement
- Task 6: Marketing Plan
- Task 7: Meetings & Final Report

The tasks will accomplish the following key project components:

- Interview key stakeholders.
- Assess locational characteristics.
- Evaluate the economic outlook.
- Conduct interviews for demand assessment.
- Identify competing sites.
- Analyze target industries.
- Recommend specific industries and potential supply chain recruitments.
- Forecast economic impacts.
- Prepare a marketing plan.

#### Scope of Services

Our team understands that a successful plan must include four key elements: analytics, data and stakeholder input/consensus; actionable recommendations; and a marketing plan to implement. The following section provides a detailed discussion of our team's proposed plan and methodology to accomplish the scope of services identified in the City's RFQ.

Task 1: Scope Refinement, Project Mobilization & Management

Objective:

To refine the scope, as well as execute a Project Management Plan to direct research, analysis, communications, and deliverables to best accomplish the tasks at hand.

Deliverables

- Final Project Scope
- Project Kick-off Meeting & Project Management Plan
- Overall Vision of the Project
- Schedule of Progress Calls, Deliverables, Meetings and Presentations
- Existing Documents Review & Data Resources
- Identify Key Stakeholders

Initially, the Project Team will convene a Project Kick-off Meeting where we will discuss project objectives, timelines, roles, and responsibilities. During this meeting, we will finalize the project scope, ensuring clarity and alignment with stakeholders' expectations. We will work with the City to establish a schedule of Progress Calls, Deliverables, Meetings, and Presentations to facilitate regular communication, monitor progress, and address any challenges or issues that may arise. Lastly, we will conduct a thorough review of existing documents and data resources to inform our research and analysis, while also identifying key stakeholders whose input and involvement will be crucial to the project's success. Through these coordinated efforts, we aim to lay a solid foundation for effective project execution and achieving desired outcomes.

Task 2: Data Collection

Objective:

To collect and analyze key data on existing industry, demographic, socioeconomic, and economic conditions to identify current and potential economic engines that is prudent to the overall Plan.

Deliverables

- Existing Document Review
- Existing Demographic Analysis & Trends
- Real Estate & Market Trends and Outlook (Industrial/Commercial)
- Identification of Competing Sites
- Economic Base Analysis
- GIS mapping

The Project Team will adopt a comprehensive approach that integrates both quantitative and qualitative methodologies. Initially, we will conduct an extensive review of existing documents pertinent to the project. This includes analyzing previous studies, reports, and planning

documents to gain insights into historical trends, challenges, and opportunities relevant to the proposed development. Additionally, we will conduct a thorough demographic analysis to understand population trends, growth patterns, and demographic shifts within the project area. This analysis will provide valuable insights into consumer behavior, workforce dynamics, and potential market demand.

Furthermore, we will closely examine real estate and market trends specific to the industrial and commercial sectors. This entails assessing factors such as vacancy rates, rental rates, absorption rates, and development activity to gauge the current state and outlook of the local real estate market. Additionally, we will identify competing sites and assess their strengths, weaknesses, and market positioning relative to the proposed development, providing valuable benchmarking insights.

Moreover, our team will conduct an economic base analysis to understand the foundational industries driving economic activity within the region. This analysis will help identify key sectors contributing to employment, income generation, and overall economic growth, informing strategic decisions regarding targeted industries and market positioning. Through these comprehensive analyses, we aim to gain a nuanced understanding of the project's context, market dynamics, and competitive landscape, laying the groundwork for the overall Plan.

**Task 3: Infrastructure Analysis**

|                                                                                                                                        |                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                        |                                                                                                                                                                                                                            |
| <b>Objective:</b>                                                                                                                      | To evaluate on and off-site infrastructure available to support the project area. Figures and graphics will be prepared showing the existing and proposed required infrastructure, if needed, to service the project area. |
| <b>Deliverables</b>                                                                                                                    |                                                                                                                                                                                                                            |
| <ul style="list-style-type: none"><li>▪ Infrastructure Availability and Planned</li><li>▪ GIS mapping</li><li>▪ Summary memo</li></ul> |                                                                                                                                                                                                                            |

Welch Comer will review the City’s existing planning documents (water system plan, sewer system plan, and transportation master plan (in process) to determine existing conditions, compare planned growth scenarios with the land uses anticipated in the planning documents, identify system improvements already planned, and determine the likelihood of necessary unanticipated system improvements, if any, which could include intersection improvements, road capacity improvements, and water or sewer system improvements. In addition, Welch Comer will provide high level cost analyses based on the City’s CIP’s for use the marketing plan.

Task 4: Target Industry Identification

Objective:

The overall goal of this task is to analyze market-driven commercial or industrial uses for the proposed site. This analysis will allow us to identify key industries that may be interested in this site.

Deliverables

- Target Industry Analysis
- Supply Chain Gap Analysis
- Assess Locational Characteristics
- Interview Key Stakeholders
- Forecast Economic Impacts

The Metts Group will conduct an industry and supply chain analysis to get a picture of the City’s economy in context with the greater regional economy. From this work, potential gaps in industry and other metrics necessary to support new development will be understood.

This analysis will examine industry information to determine emerging industry sectors or clusters based on the growth and industrial specialization of the City compared to the County and the rest of the region. From this detailed examination of industry information, we will be able to determine key target industries. The Metts Group will analyze past, current, and projected employment trends in each sector to determine industry performance, specialization, and employment demand. We will then use employment inputs based on industry standards to project the potential economic impacts. This industry analysis will identify other, related, and supportive industries (supply chains) for the targeted industries.

The Metts Group will work with Welch Comer to realize infrastructure capacities and limitations to assure alignment with identified target industries.

Identifying regional target industry sectors and clusters is a vital component of a marketing development strategy. These sectors serve as the primary focal point for regional decision-making because they offer the most growth and development opportunities. The primary purpose of this target industry analysis will be to determine the industry sectors currently driving the City and surrounding region’s economy and to identify any emerging industry sectors that can be leveraged to improve economic prosperity.



Task 5: Stakeholder Interviews & Engagement

Objective:

To engage the City, the real estate community, and key stakeholders in 1:1 interviews and other data collection activities as a primary input for solidifying market trends and shared vision for the area.

Deliverables

- Internal Strategy Development Work Session
- Stakeholder Input Documentation & Summary
- Finalized Vision/Mission for the Pleasant View area

The Project Team is committed to facilitating early and ongoing involvement of stakeholders in an open, transparent, and inclusive process. We will develop a strategic public outreach framework that actively involves the business and development community to comprehensively understand the marketable opportunities and potential for development realization. The outcome will be a clear vision for the City of Post Falls to move forward. To prepare for stakeholder outreach, the Project Team will gather and review existing City strategies and plans that have been implemented.

Task 6: Marketing Plan

Objective:

Recommend a project marketing and funding strategy for the site.

Deliverables

- Marketing Objectives
- Budget and Resource Allocation
- Implementation Plan
- Key Performance Metrics
- Marketing Brochure Development

Drawing upon the industries identified in Task 5, we will engage in targeted interviews with specific businesses to gauge their interest in the proposed site. Insights garnered from the market analysis conducted in Task 2 will inform the establishment of clear marketing objectives and the identification of a precise target audience for our marketing endeavors. A comprehensive budget will be outlined, delineating the financial resources allocated to each initiative detailed in the Marketing Plan, ensuring optimal utilization of resources.

The implementation plan will delineate timelines, responsibilities, and milestones, ensuring coordinated efforts and timely delivery. Furthermore, to evaluate effectiveness, our team will identify key performance metrics, allowing for continuous monitoring, analysis, and optimization of marketing strategies. The overarching objective is to equip the City with comprehensive data, information, and resources necessary to develop a compelling marketing brochure that effectively communicates the locational characteristics and site-specific information that showcases the unique features and attractions of the location.

These objectives will lay the groundwork for crafting a robust marketing strategy tailored to the site's unique characteristics and market opportunities, with the overarching goal of enhancing visibility, attracting investment, and fostering the site's successful development.

**Task 7: Meetings & Final Marketing Plan**

---

|                   |                                                                                                                                                                                                                                                                          |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective:</b> | Attend scheduled meetings that pertain to the discussion of this Plan and a report out to City and stakeholders, as requested by the City. Prepare a fully documented report which clearly communicates our findings and a summary identifying implementable next steps. |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

- Deliverables
- Comprehensive Final Report (Targeted Industry Analysis, Marketing Plan, Infrastructure Analysis, elements for a Marketing Brochure)
  - City Council Meetings
-

## Firm Background and Qualifications

### Firm Profiles

#### The Metts Group

Founded in 2015, the expertise at The Metts Group reflects the understanding of communities, the economy, and market opportunities through a wide array of services providing businesses, developers, government agencies and other entities the tools to make informed decisions.



*Informed Research:* Each of our projects is underwritten with sound research. We dig deeply to understand your community in both qualitative and quantitative ways. Grass-roots outreach and the most up-to-date economic and demographic data inform our research process. Only then can we determine how a project will change the lives of current and future stakeholders.

*In-depth Analysis:* This solid foundation of research now informs the methodology we use to help you balance fiscal, social, economic and environmental factors. Count on an in-depth analysis that delivers a high level of detail and insight. We assess the direct and indirect impact of a project on your community as well as recommend the means to mitigate any adverse effects.

*Insider Insight:* What sets our research and analysis apart? Insider advantage. Alivia Metts spent nearly 20 years serving communities in the planning and development realm. She has extensive knowledge of the economic and social assets of regions and a deep understanding of rural and urban communities. Her insight enhances our ability to design an inclusive process and leverage data for superior results.

### Firm Experience

#### Port of Pasco Industrial Park Master Plan and Marketing Strategy, Port of Pasco, 2020.

The Metts Group worked with J-U-B Engineers in creation of a master plan for a new proposed 300-acre industrial park. The overall goal of the economic feasibility component of this project was performed by The Metts Group to analyze economically feasible industrial uses that support the region, existing and adjacent property owners. It is vital for the future phases of the project. The economic analysis identified interested companies and industries in the site by interviewing stakeholders and industry leaders coupled with data through identification of supply chain gaps and opportunities. The information feeds the eventual buildout in determining lot size and configuration, infrastructure needs, and wastewater treatment options.

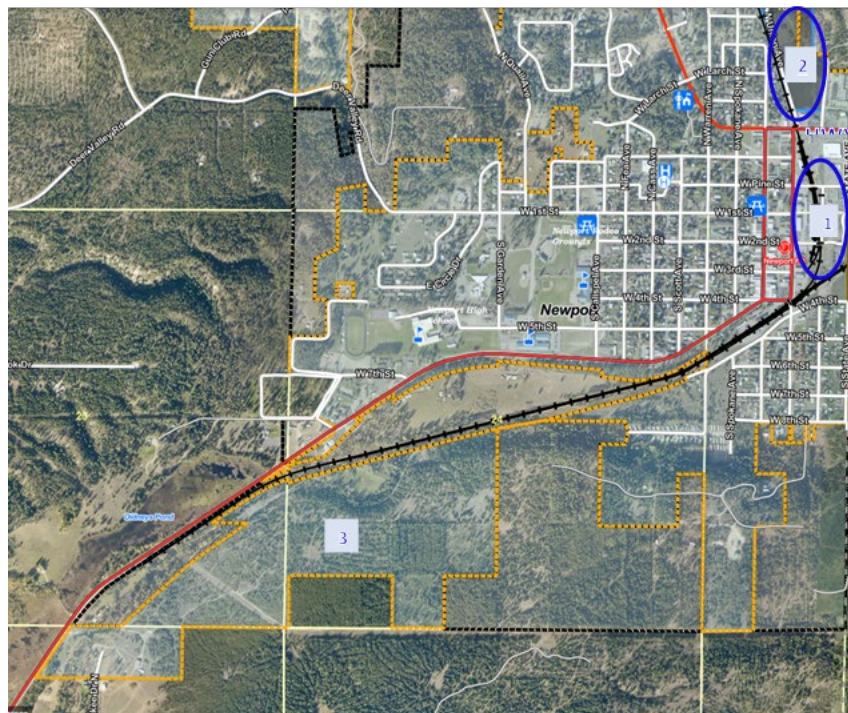


**South College Place Planning Study, City of College Place, 2018 and 2022.** The overall goal of the Economic Feasibility Study portion of this project conducted by The Metts Group in coordination with J-U-B Engineers was to analyze economically feasible industrial uses for the 60-acre proposed site in 2018 and The Metts Group was called back to conduct a separate study conducted in 2022 to identify medical

and retail uses for a separate site. Proposed buildouts were outlined to provide infrastructure cost estimates, facilitating future funding initiatives. These target industry analyses were comprised of two components: (1) a commercial market feasible study with complementary uses to adjacent properties, and (2) a recommended marketing strategy. The economic feasibility portions of the study conformed to the minimum threshold criteria established by the Washington State Community and Economic Revitalization Board (CERB).

**Bowers Field Industrial Analysis and Marketing Strategy, Kittitas County, WA, present.** The Metts Group is working with J-U-B Engineers to evaluate the feasibility of developing approximately 850 acres of land surrounding the Kittitas County Airport (Bowers Field). The Metts Group is tasked with the Economic Feasibility Study for the proposed industrial site and aims to identify economically viable uses by analyzing key industries interested in the project. The study spans tasks such as stakeholder interviews, locational characteristics assessment, economic outlook evaluation, and competition analysis, and will inform decisions regarding lot size, infrastructure needs, and wastewater treatment options. Recommendations for prospective tenants, economic impact forecasting, and a tailored marketing and funding strategy will be presented in this report, ensuring that the site is strategically positioned for success in Kittitas County and the City of Ellensburg. The study plays a pivotal role in shaping the project's future phases and overall success.

**Newport Market Feasibility, Pend Oreille County, 2022.** The purpose of this study was to analyze the market-feasible industrial uses for the South Bench area in Newport, WA. Several potential economic growth strategies were outlined along with several alternative site locations based on existing infrastructure and topography.



*Newport Market Feasibility*

### Welch Comer Engineers

Welch Comer has successfully served the Inland Northwest for more than 40 years. Our offices in Coeur d'Alene and Spokane Valley offer you 35 professionals with the expertise you need for professional services. Our service area is relatively small which allows us to be dedicated and responsive to our clients.

#### *100% EMPLOYEE-OWNED*

Through our Employee Stock Ownership Plan (ESOP), all Welch Comer employees are directly impacted by how we perform and serve our clients, ultimately resulting in a benefit to you.

#### *COMMITMENT TO COMMUNITY*

When selecting Welch Comer, you get exceedingly capable and experienced engineers who recognize the importance of getting to know each client and their community. The result is top level of service, tailored to meet the specific needs of each client, accompanied by a high level of technical expertise and efficiency. Our firm has succeeded by focusing on serving the public's interest and solving community problems.

Welch Comer is purposefully not a megafirm that boasts to have endless resources from countless offices, but uninvested in any one community. Rather, we are a small firm absolutely devoted to our clients and the Inland Northwest. Our devotion and success are proven in our local client base, many of whom we have served for many decades.

### Firm Experience

**Atlas Master Plan and Financial Feasibility, ignitecda.** The City of Coeur d'Alene and igniteCDA had the opportunity to acquire the 47-acre former Atlas Mill Site on the Spokane River. The key questions were: 1) What do you do with it? and 2) How do you pay for it? Welch Comer led a multi-disciplinary team of urban planners, landscape architects, and real estate advisors to develop a site development plan and financial feasibility model. Welch Comer led the successful community engagement effort with compelling visuals, and reliable feedback techniques.

Ultimately, the City was able to dedicate 12 acres of property along 4,000 feet of the Spokane River to the public. Since the plan, Welch Comer has assisted the URA in designing the public infrastructure and selecting developers to complete various phases of development, in addition to assisting the URA and City in developer negotiations, preparing RFPs, reconciling budgets and financial reports, and continually evaluating the ever-changing real estate market.





*Excerpt from Atlas Waterfront Master Plan*

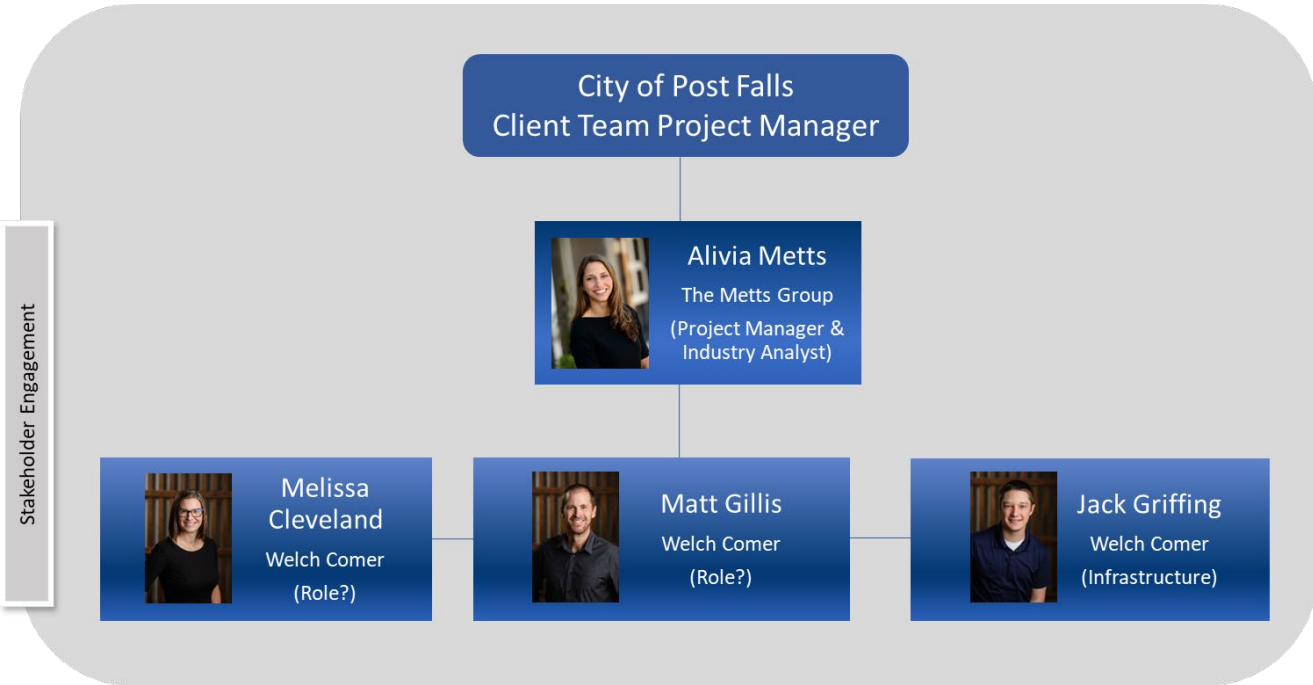
**BLM Master Plan, Coeur d'Alene.** Welch Comer completed the 4 Corners and BLM Property Master Plan in Coeur d'Alene. This project included master planning the property spanning from Independence Point through the Memorial Field ballfield, and along the Spokane River to the Riverstone development, a distance of approximately 3.85 miles. The project included trail concepts, Complete Streets modifications to city streets, park and additional ballfield concepts, mixed-use development including a potential parking garage, and water access for corridor users.



**Pleasant View Feasibility, City of Post Falls.** In 2020 and 2021, Welch Comer, Post Falls URA, and the City of Post Falls discussed planning-level infrastructure overviews, cost opinions, and generalized project phasing. Work focused on extending wet utility service along Pleasant View Rd from Seltice Way to the BNSF railroad tracks and east along Prairie Avenue to determine how service would extend to the Project Drive development. While narrower in scope than the current RFQ, this prior work provides a strong familiarity with the existing conditions in the area and a firm foundation to expand upon for the current scope.



Project Experience  
Project Team







**Alivia Metts**

**Project Manager, Industry & Market Analysis – The Metts Group**

Ms. Metts is the founder of The Metts Group. She has nearly 20 years of experience in helping communities thrive. Ms. Metts was selected by the Project Team to lead this endeavor due to her extensive expertise and successful track record in guiding similar projects of this nature.

Her insightful economic and industry analyses guide decision-makers in economic and workforce development as well as transportation and community development. Ms. Metts has worked in both the public and private sectors. She focuses on the special needs of communities and has performed economic analysis across all industries for businesses, governments, TIF Districts, Ports, and economic development agencies.

Ms. Metts has worked with economic development organizations across the country in supporting their strategic efforts to foster economic resiliency. Her projects have run the gamut from convening stakeholders to planning commercial and industrial parks through industry and supply chain analysis. During her career, Ms. Metts has provided in-depth insights for policymakers including, but not limited to aerospace, aviation, automotive, connected automated vehicles, cybersecurity, manufacturing, wood products, health care, viticulture, agriculture, mining, warehousing and distribution, and logistics. She works with colleagues across the country to complement her expertise and services.

**Selected Related Project Experience**

- Bowers Field Business Park Feasibility Study, Ellensburg, WA — Kittitas County
- Port of Pasco Industrial Park Master Plan and Marketing Strategy, Pasco, WA — Port of Pasco
- Terminal 7 Market Analysis, Airway Heights, WA — Lakeside Capital
- Newport Market Feasibility, Newport, WA — Pend Oreille County
- Heritage Industrial Site, Pasco, WA — The Heritage Foundation
- Industrial Site Development Feasibility Study and Marketing Strategy, Sunnyside, WA — Port of Sunnyside
- Midvale Industrial Site Development Feasibility Study and Marketing Strategy, Sunnyside, WA — Port of Sunnyside
- South College Place Retail, Commercial and Industrial Planning Study, College Place, WA — City of College Place

*Education*

*Bachelor of Arts,  
Economics,  
University of Michigan*  
  
*Associate of Business  
Administration, Oakland  
Community College*

*Areas of Expertise*

*Industry Analysis*  
*Economic Development*  
*Stakeholder Engagement*  
*Demographics*  
*Economic Impact  
Analysis*  
*Market & Development  
Feasibility*  
*Workforce Development*

*20 Years' Experience*



**Matt Gillis**

**Project Engineer, Public Infrastructure – Welch Comer**

Matt is a Vice President and Principal Engineer at Welch Comer and leads our Transportation Group. With 24 years of experience in general municipal, civil, and transportation engineering, Matt has successfully planned, designed, and managed projects throughout northern Idaho and eastern Washington. Matt also has significant experience with public outreach and involvement. Most of his projects, especially downtown revitalizations, involve significant interaction with the public and stakeholders.

*Education*

*Bachelor of Science, Civil Engineering,  
University of Idaho*  
*Professional Civil Engineer  
ID License #11034  
WA License #40050*

*Areas of Expertise*

*Transportation  
ITD/LHTAC/WSDOT/TIB/  
City/County*  
*Downtown Revitalization*  
*Transportation Planning*  
*Parks or Master Plans*

*25 Years' Experience*

**Selected Related Project Experience**

- Pleasant View Corridor Urban Renewal Eligibility Study
- Pleasant View Corridor Urban Renewal Feasibility Study
- Post Falls City Center Urban Renewal Feasibility Study
- Serves as the Post Falls Urban Renewal Agency Engineer



Melissa Cleveland

Project Engineer, Land Use Planning – Welch Comer

Melissa’s specialty is transportation engineering and traffic operations, planning, and traffic-type projects. Her project and design experience has included rural highway design, roundabouts, bikeway projects, development and site civil, traffic studies, signal design, as well as grant applications. Her grant writing has secured \$30 million for North Idaho and Eastern Washington clients. She also spent three years as the Community Development Director for the City of Hayden and contracts with the Hayden URA to provide Executive Director Services, which gives her a unique perspective, combining civil engineering with a planner/development background.

Education

Master of Science, Civil  
Engineering (Traffic  
Operations), University of  
Idaho

Bachelor of Science, Civil  
Engineering,  
University of Idaho

Professional Civil Engineer  
ID License #13040  
WA License #48991

Areas of Expertise

Federal-Aid  
Transportation  
Traffic Studies  
Site Development  
Transportation Plans  
Roadway and Pedestrian  
Design/Construction  
Administration  
Planning

20 Years’ Experience

Selected Related Project Experience

- Served as Hayden’s Planning Director for 3 years, gaining experience in land-use planning, public infrastructure, infrastructure financing, and tax increment financing.
- On behalf of Welch Comer, Melissa serves as the executive director for the Hayden Urban Renewal Agency. She works closely with the URA Board, Hayden City Council, and Hayden staff.
- Melissa has worked with and for numerous small-to-medium-sized cities throughout her career, providing technical, financial, and policy guidance.



## Jack Griffing

### Technical Assistance, Cost Estimating – Welch Comer

Jack has been a design engineer with Welch Comer for 6 years, focusing on municipal transportation planning, engineering and site design. His experience spans all phases of the engineering process, from pre-concept planning through detailed design and extending into construction administration. While transportation may be his focus, Jack also has substantial and varied experience with park planning & design, wet utility infrastructure design, and development planning. Jack plays critical roles in ongoing City-defining park projects across north Idaho. Jack has spent his career working diligently and passionately to exceed client expectations on all projects, large or small.

#### *Education*

*Bachelor of Science, Civil  
Engineering, Washington  
State University*

*Associates of Science,  
General Science,  
North Idaho College*

*Professional Civil Engineer  
ID License #13040  
WA License #48991*

#### *Areas of Expertise*

*Federal-Aid  
Transportation  
Transportation Planning  
Locally-funded  
Transportation  
Development  
Public Spaces and Parks*

#### *6 Years' Experience*

#### **Selected Related Project Experience**

- Atlas Development Site Management, Coeur d'Alene, ID
- Pleasant View Feasibility Study, Post Falls, ID
- Reimbursement Request Reviews, Post Falls URA
- City Center Parking Plan, City of Post Falls

## Client References

| The Metts Group References                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cal Wray<br>Augusta Economic Development Authority<br>Executive Director<br>Tel. 706-284-5610<br>Email: cwrap@AugustaEDA.org                                                            |
| Robin Toth<br>Washington State Department of Commerce<br>Director of Aerospace, Governor's Sector Lead<br>Tel. 206-256-6103<br>Email: robin.toth@commerce.wa.gov                        |
| Angela Ladetto<br>Detroit Regional Partnership<br>Senior Vice President, Marketing & Business Intelligence<br>Tel. 313-518-5600<br>Email: angela.ladetto@detroitregionalpartnership.com |

| Welch Comer References                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------|
| Tony Berns<br>ignite CDA<br>Executive Director<br>Tel. 208-292-1630<br>Email: tonyb@ignitecda.org                           |
| Troy Tymesen<br>City of Coeur d'Alene<br>City Administrator<br>Tel. 208-769-2367<br>Email: troy@cdaid.org                   |
| Joseph Johns<br>Post Falls Urban Renewal Agency<br>Executive Director<br>Tel. 208-777-8151<br>Email: postfallsura@gmail.com |

## Project Schedule

The following project schedule is presented as a preliminary planning tool to guide work tasks and associated deliverables throughout the life of the project. Final deliverables' dates will be established at the project kickoff. The proposed timeline is tied to the initial kick-off meeting. This timeline is based on a one-week client review cycle for each deliverable submitted. General project timeframes by task are summarized below.

| City of Post Falls: Pleasant View Marketing Plan Development   Project Work Plan & Timeline |         |         |         |         |         |         |         |            |
|---------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|---------|---------|------------|
| Project Month                                                                               | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Months 8-9 |
| Task 1: Kickoff Meeting                                                                     |         |         |         |         |         |         |         |            |
| Task 2: Economic Baseline & Data Collection                                                 |         |         |         |         |         |         |         |            |
| Task 3: Infrastructure Analysis                                                             |         |         |         |         |         |         |         |            |
| Task 4: Target Industry and Supply Chain Analysis                                           |         |         |         |         |         |         |         |            |
| Task 5: Stakeholder Involvement & Alignment                                                 |         |         |         |         |         |         |         |            |
| Task 6: Marketing Plan                                                                      |         |         |         |         |         |         |         |            |
| Task 7: Draft & Final Report                                                                |         |         |         |         |         |         |         |            |

## Cost Proposal

Provided below is the Project Team's not-to-exceed fee for the task-based scope of work presented herein. **The proposed fixed fee for the outlined services is \$85,000.** The fee quoted below includes all labor, materials, printing, and any other expenses associated with this engagement.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ethan Porter, Associate Planner  
**SUBJECT:** Arche Development and Annexation Agreement ANNEX-23-4

---

**ITEM AND RECOMMENDED ACTION:**

Review and sign the applicant signed Annexation and Development Agreement for Arche ANNEX-23-4.

**DISCUSSION:**

Arche Annexation, ANNEX-23-4 was presented to the City Council on March 19, 2024. The request was approved.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

n/a

**APPROVED OR DIRECTION GIVEN:**

n/a

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

n/a

**BUDGET CODE:**

n/a

**ATTACHMENTS:**

1. D&A Agreement Applicant Signed\_Arche ANNEX-23-4



# DEVELOPMENT AND ANNEXATION AGREEMENT

## Arche Annexation

(File No. ANNX-23-4)

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 **ARCHE IDAHO, LLC**, an Idaho corporation, with its principal place of business at 1820 297Th Way SE, Fall City, WA 98024.

WHEREAS, ARCHE IDAHO, 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 to obtain annexation of the Property with an initial zoning designation of Community Commercial Services ("CCS") 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 located on the north side of E. Seltice Way and approximately 400-feet east of the intersection of N. Cedar Street and E. Seltice Way 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 current City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water



lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply 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. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection



to the water system. If water 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 all legal requirements are met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service at Owner's sole cost.

- 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 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 exterior boundaries of the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any existing 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 Seltice Way to include utilities, sidewalks, and storm drainage.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/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 of 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.



By:

Ronald G. Jacobson, Mayor

By:

Dustin Grant, Managing Member

Attest:

Shannon Howard, City Clerk

## ACKNOWLEDGEMENTS

STATE OF IDAHO

)

: ss

County of Kootenai

)

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

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

Notary Public for the State of Idaho

Residing at: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

STATE OF IDAHO

)

:ss

County of Kootenai

)

This record was acknowledged before me on 2/23/2024 by Dustin Grant as Managing Member of Arche Idaho, LLC.

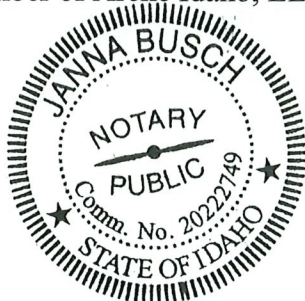
Janna Busch  
Notary Public for the State of IdahoResiding at: Coeur d'Alene, IDCommission Expires: 05/31/2028

EXHIBIT A

CITY OF POST FALLS ANNEXATION

A PARCEL OF LAND BEING TAX NUMBERS 20105 AND 12011 LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6 BEING A FOUND 2.5" ALUMINUM CAP P.L.S. 17263 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 6 BEARS SOUTH 0°10'05" WEST A DISTANCE OF 2666.99 FEET; THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 6 SOUTH 0°10'05" WEST A DISTANCE OF 22.06 FEET; THENCE, NORTH 78°30'35" EAST A DISTANCE OF 88.06 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, SOUTH 87° 34' 53" EAST A DISTANCE OF 1020.57 FEET;

THENCE, SOUTH 00° 13' 54" EAST A DISTANCE OF 899.38 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A DELTA ANGLE OF 06° 42' 36", AN ARC LENGTH OF 664.68 FEET, HAVING A RADIUS OF 5675.74 FEET, WITH A CHORD THAT BEARS NORTH 75° 26' 32" WEST FOR A DISTANCE OF 664.30 FEET;

THENCE, NORTH 72° 05' 14" WEST A DISTANCE OF 34.36 FEET;

THENCE, NORTH 00° 10' 33" EAST A DISTANCE OF 481.83 FEET;

THENCE, NORTH 76° 50' 24" WEST A DISTANCE OF 359.75 FEET;

THENCE, NORTH 00° 20' 28" EAST A DISTANCE OF 201.16 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 14.737 ACRES, MORE OR LESS.

ANNEXATION EXHIBIT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

|         |      |
|---------|------|
| BOOK    | PAGE |
| INST. # |      |



H-SCALE 1" = 100'



| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N72°05'14"W | 34.36' |
| L2         | S0°10'05"W  | 22.05' |
| L3         | N78°30'35"E | 88.06' |

| CURVE TABLE |          |         |          |             |            |
|-------------|----------|---------|----------|-------------|------------|
| CURVE       | RADIUS   | LENGTH  | DELTA    | CHORD       | CRD. DIST. |
| C1          | 5675.74' | 664.68' | 6°42'36" | N75°26'32"W | 664.30'    |

- LEGEND**
- FOUND 3/4" IRON PIPE
  - ◇ FOUND 1/2" REBAR L.S. 3390, OR AS NOTED
  - ⊙ FOUND 5/8" REBAR WITH P.L.S. 4182 CAP, OR AS NOTED
  - FOUND 3.5" BRASS CAP ITD MONUMENT
  - ⊙ CENTER SECTION CORNER AS NOTED
  - CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
  - T.P.O.B. TRUE POINT OF BEGINNING
  - R.O.W. RIGHT-OF-WAY
  - Ⓢ NOTE
  - ▨ EXISTING CITY OF POST FALLS BOUNDARY
  - ▨ NEW CITY OF POST FALLS BOUNDARY

**REFERENCES**

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

R-1 RECORD OF SURVEY BY ELMER DALE SMITH P.L.S. 3390, RECORDED IN BOOK 4 OF SURVEYS AT PAGE 146, UNDER INSTRUMENT NO. 1005763.

**BASIS OF BEARING**

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°10'05" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 6.

**RECORDER'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.

AND DULY RECORDED IN BOOK \_\_\_\_\_ OF SURVEYS AT PAGE(S) \_\_\_\_\_

AND UNDER INSTRUMENT NO. \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_

KOOTENAI COUNTY CLERK \_\_\_\_\_ BY: \_\_\_\_\_ DEPUTY CLERK

FEE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, CHAD J. JOHNSON, P.L.S. 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367 \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO ANNEX TAX NUMBERS 20105 AND 12011 INTO THE CITY OF POST FALLS. THE BOUNDARY WAS ESTABLISHED PER R1. THE LOCATIONS AND DISTANCES OF ALL FIELD-LOCATED MONUMENTS ARE AS SHOWN HEREON.

**NOTES**

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

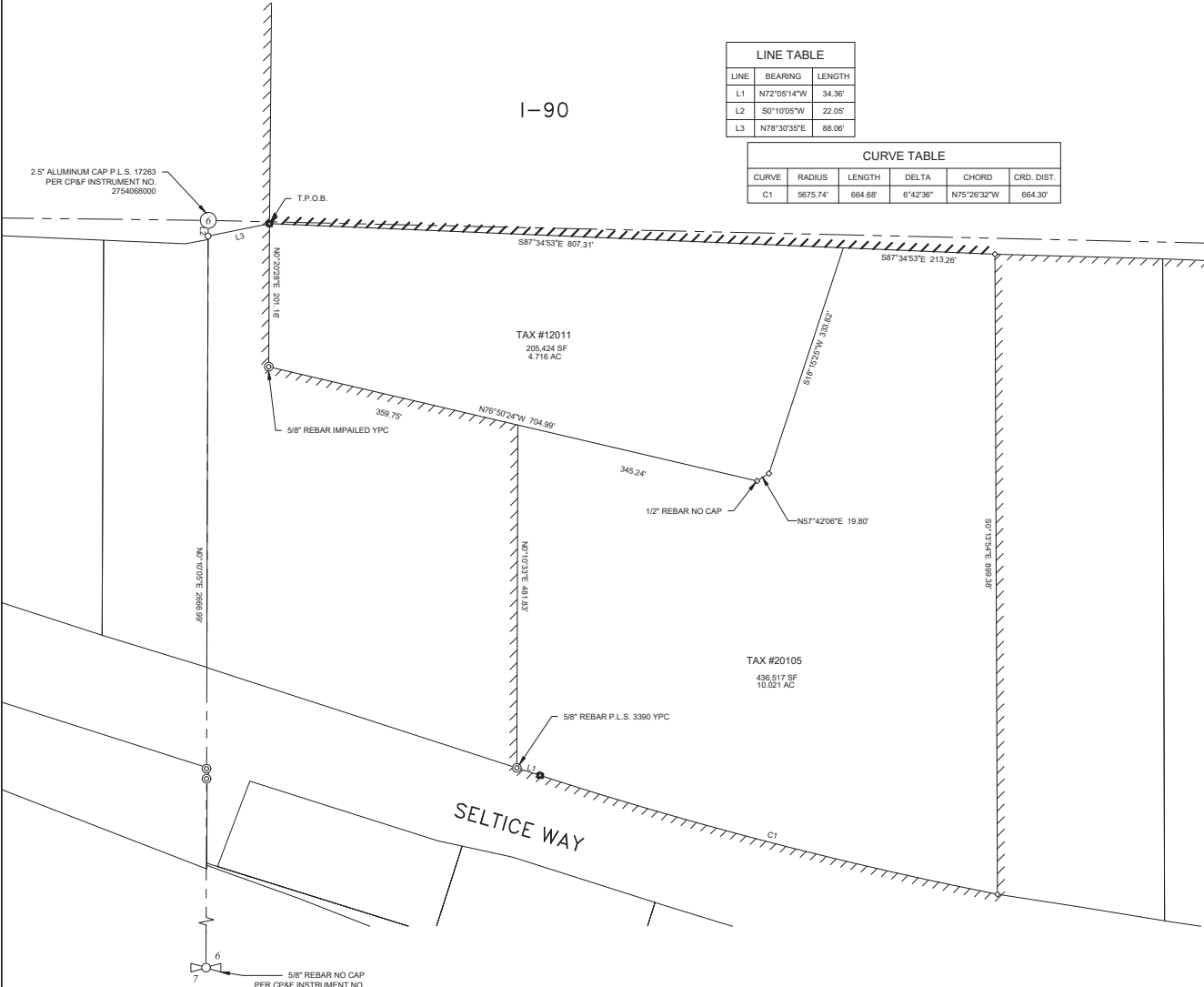


EXHIBIT B

TAX NUMBERS 12011 AND 20105  
SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

|                         |                 |                      |         |
|-------------------------|-----------------|----------------------|---------|
| DATE SURVEYED: DEC 2022 | DRAFTED BY: ERH | PLOT DATE: 11/8/2023 | SHEET 1 |
| FILE NAME: 22-304       | CHECKED BY: CJJ | PROJECT No.: 22-304  | 1       |

Johnson  
Surveying

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



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ethan Porter, Associate Planner  
**SUBJECT:** Legion Park Development and Annexation Agreement ANNEX-23-7

---

**ITEM AND RECOMMENDED ACTION:**

Review and sign the applicant signed Annexation and Development Agreement ANNEX-23-7.

**DISCUSSION:**

Legion Park Annexation ANNEX-23-7 was presented to City Council on March 19, 2024 and approved.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

n/a

**APPROVED OR DIRECTION GIVEN:**

n/a

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

n/a

**BUDGET CODE:**

n/a

**ATTACHMENTS:**

1. D&A Agreement\_Legion Park Applicant Signed

# DEVELOPMENT AND ANNEXATION AGREEMENT

## Legion Park Annexation

(File No. ANNX-23-7)

THIS AGREEMENT is made this \_\_\_\_ day of February 2024, 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 **BLACKWELL HOMES & DEVELOPMENT, LLC**, an Idaho limited liability company, with its principal place of business at 1836 Northwest Blvd, Coeur D Alene, ID 83814.

WHEREAS, **BLACKWELL HOMES & 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 to obtain annexation of the Property with an initial zoning designation of Single-Family Residential ("R-1") 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 located south of East Poleline Avenue on the northeast corner of North Syringa Street and East Legion 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 current 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.

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

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



whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 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 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 exterior boundaries of the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any existing 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 public easement along Syringa Steet for utilities, sidewalks, and storm drainage.
  - 4.1.2. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide public easement along Legion Road for utilities, sidewalks, and storm drainage.
  - 4.1.3. By grant of rights-of-way in a form acceptable to the City, Owner will grant rights-of-way along Syringa Street, such that the measured width is 80 feet from the existing western rights-of-way line for said Syringa Street.
  - 4.1.4. By grant of rights-of-way in a form acceptable to the City, Owner will grant rights-of-way along Legion Road, such that the measured width is 65 feet from the existing southern rights-of-way line for said Legion Road.
- 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 Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.



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

#### ARTICLE VI. MISCELLANEOUS

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



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



of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

*[Signature Page Follows]*

CITY OF POST FALLS

BLACKWELL HOMES &  
DEVELOPMENT, LLC

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

By:   
Benjamin Steckman, Member

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

ACKNOWLEDGEMENTS

State of Idaho )  
: ss  
County of Kootenai )

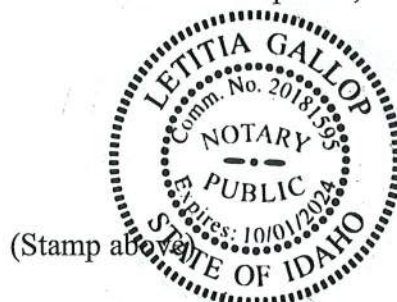
This instrument was acknowledged before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on 2/22/24 by **Benjamin Steckman** as a Member of Blackwell Homes and Development, LLC, on behalf of whom the instrument was executed.



  
Signature of notary public  
Residing at: Kootenai  
Commission Expires: 10/01/24

"EXHIBIT-A"

**PRELIMINARY**

**ANNEXATION OF PROPERTY  
TAX No. 9388 &  
SYRINGA STREET RIGHT-OF-WAY**

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, Records of Kootenai County located in the NW 1/4 NE 1/4 of Section 35, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the North quarter of said Section 35; Thence South 0°36' 52" West, 330.16 feet along the North-South centerline of said Section 35 to the **TRUE POINT OF BEGINNING** for this description;

Thence, continuing South 0°36' 52" West, 330.24 feet along the said North-South centerline to a point;

Thence, departing said North-South centerline, South 88°56'13" East, 20.00 feet to the Southwest corner of said Tract 4, being 20.00 feet Easterly of said North-South centerline;

Thence, North 0°36' 52" East, 165.12 feet, parallel with the said North-South centerline to the Southwest corner of Tax Number 9388;

Thence, South 88°56' 31" East, 20.00 feet along the Southerly boundary of said Tax Number 9388 to the Easterly right-of-way line of Syringa Street, being 40.00 feet easterly of said North-South centerline;

Thence, continuing South 88°56' 31" East, 260.32 feet along the said Southerly boundary which is common with the Northerly right-of-way line of Legion Road to the Southeast corner of said Tax Number 9388;

Thence, departing said Northerly right-of-way line North 0°39' 20" East, 11.48 feet to the Southwest corner of Lot 7, Block 2 of SYRINGA COURT (as recorded in Book "K" of Plats, Page 108);

Thence, continuing North 0°39' 20" East, 153.68 feet along the Westerly boundary of said Block 2 to the Northeast corner of said Tax Number 9388;

Thence, departing said Westerly boundary and along the North boundary of said Tax Number 9388, North  $88^{\circ}56'31''$  West, 280.44 feet to the Easterly right-of-way line of Syringa Street and the Northwest corner of said Tax Number 9388, being 20.00 feet easterly of said North-South centerline;

Thence, continuing North  $88^{\circ}56'31''$  West, 20.00 feet returning to the **TRUE POINT OF BEGINNING**;

Containing 1.214 Acres or 52,899 Sq. Ft., more or less.



Digitally Signed on:  
December 7, 2023  
**PRELIMINARY**



ANNEXATION - RECORD OF SURVEY - ORD. #

# CITY OF POST FALLS ANNEXATION MAP

A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS,  
LOCATED IN THE NE 1/4 OF SECTION 35, T51N, R5W, B.M., KOOTANAI COUNTY, IDAHO

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

UNPLATTED

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

**BASIS OF BEARING SOUTH 88°59'59" EAST**

2658.31' 2658.44' (P3) 2658.31' (P4) 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, PLS 6602;  
PER CP&F INSTRUMENT No.  
2133358000

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT No. \_\_\_\_\_  
KOOTENAI COUNTY, IDAHO  
AT THE REQUEST OF:  
ACCURATE MEASURES

At \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock, \_\_M

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

KOOTENAI COUNTY \_\_\_\_\_

By: \_\_\_\_\_

Fee: \_\_\_\_\_

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S88°56'13"E | 20.00' |
| L2         | S88°56'31"E | 20.00' |
| L3         | N0°39'20"E  | 11.48' |
| L4         | N88°56'31"W | 20.00' |

LOT 1  
AMERICAN LEGIOIN ESTATES

BLOCK 2  
LEGION MANOR  
SUBDIVISION

E. TRIUMPH AVENUE

LOT 3  
BLOCK 1  
LEGION MANOR  
SUBDIVISION

## BASIS OF BEARINGS

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.

S.I. CROSSING ROAD  
FOUND 2" ALUMINUM  
CAP, "ATS"

**NOTES:**

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMPANY COMMITMENT POLICY FILE No. KT-500797, DATED JUNE 7, 2023 PREPARED BY KOOTENAI COUNTY TITLE COMPANY.
2. THIS SURVEY DOES NOT PURPORT TO SHOW THE EXISTENCE OF ALL EASEMENTS AND OR ENCUMBRANCES RECORDED OR UNRECORDED THAT MAY AFFECT THIS PROPERTY.

12-7-2023

## SURVEYOR'S CERTIFICATE.

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME  
IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO  
COMPLETED IN NOVEMBER 2023, AT THE REQUEST OF BLACKWELL  
HOMES & DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

---

RON C. HEIDEMANN, PLS 1740

DATE \_\_\_\_\_

# Accurate Measures

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

|                  |                        |                    |                            |               |
|------------------|------------------------|--------------------|----------------------------|---------------|
| DATE:<br>12-7-23 | DRAWN BY:<br>LSW / RCH | CHECKED BY:<br>RCH | DWG:<br>23022-LEIGION PARK | SHEET:<br>1/1 |
|------------------|------------------------|--------------------|----------------------------|---------------|

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ethan Porter, Associate Planner  
**SUBJECT:** Kruger Annexation ANNX-23-5

---

**ITEM AND RECOMMENDED ACTION:**

City Council is being asked to review the Kruger Annexation File No. ANNX-23-5 and decide to annex the subject site, of approximately 4.49-acres, into the City of Post Falls with the proposed zoning recommendation from the Planning and Zoning Commission.

**DISCUSSION:**

Verdis, has requested on the property owner's behalf, Daniel and Beverly Kruger, approval to annex approximately 4.49-acres (approximately 6.869-acres including right-of-way) into the City of Post Falls with a zoning request for High Density Residential (R3) on the northern 2-acres of the property and Community Commercial Services (CCS) zoning on the southern 2.49-acres. The entirety of the site is generally located at the SW corner of N. McGuire Rd. and W. Echo Dr. The approval of the requested zoning is based on the following review criteria per PFMC 18.20.100:

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

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?

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 staff report outlined the future land use designation as High Density Residential within the West Prairie Focus Area, which could be relevant with the requested zoning and surrounding uses. Staff outlined the rights-of-way along Seltice Way that are to be included with the annexation, which may open up future connectivity for pedestrian networks and overall connectivity from Seltice Way to the north along McGuire Rd. Various goals and policies of the Comprehensive Plan were identified relevant to the zone change request (See submitted Staff Report packet).

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

Planning and Zoning Commission recommended approval of the requested zoning to City Council at the March 12th, 2024, public hearing for High Density Residential (R3) and Community Commercial Services (CCS) within the subject property of approximately 4.49-acres.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**



N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Supporting Documents
2. Exhibit S-4: Planning and Zoning Commission Staff Report
3. Exhibit S-5: Signed Minutes 3-12-2024
4. Exhibit S-6: Signed Zoning Recommendation
5. Exhibit PA-5: YPL Comment
6. Exhibit PA-6: PHD Comment
7. Exhibit PA-7: PFSD Comment
8. Exhibit PA-8: KCFR Comment

**SUPPORTING DOCUMENTS:**

**STAFF EXHIBITS:**

**Exhibit S-4:** Planning and Zoning Commission Staff Report

Exhibit A-1 – Application

Exhibit A-2 – Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Authorization Letter

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – YPL comments

Exhibit PA-2 – PFHD comments

Exhibit PA-3 – DEQ comments

Exhibit PA-4 – PFSD comments

**Exhibit S-5:** Minutes 3-12-2024

**Exhibit S-6:** Signed Zoning Recommendation

**Exhibit PA-5:** YPL comments

**Exhibit PA-6:** PHD comments

**Exhibit PA-7:** PFSD comments

**Exhibit PA-8:** KCFR comments

**CITY OF POST FALLS  
STAFF REPORT**

---

**DATE:** March 6, 2024

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

**FROM:** ETHAN PORTER, ASSOCIATE PLANNER • [eporter@postfalls.gov](mailto:eporter@postfalls.gov) • 208-457-3353

**SUBJECT:** FINAL STAFF REPORT FOR THE MARCH 12, 2024, P&Z COMMISSION MEETING  
KRUGER ANNEXATION ANNX-23-5

---

**INTRODUCTION:**

Verdis is requesting, on behalf of Daniel and Beverly Kruger, the property owner, approval to annex approximately 6.869-acres that includes rights-of-way. Excluding the rights-of-way, the request for zoning includes 4.49-acres into the City of Post Falls with a Community Commercial Services (CCS) on the south 2.49-acres and High Density Multi-Family Residential (R-3) on the remaining northern acres (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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:** Kruger Annexation File No. ANNX-23-5

**Owner(s):** Daniel and Beverly Kruger, 1087 McGuire Road, Post Falls, ID 83858

**Applicant:** Verdis, 3906 N Schreiber Way, Coeur d'Alene, ID 83815

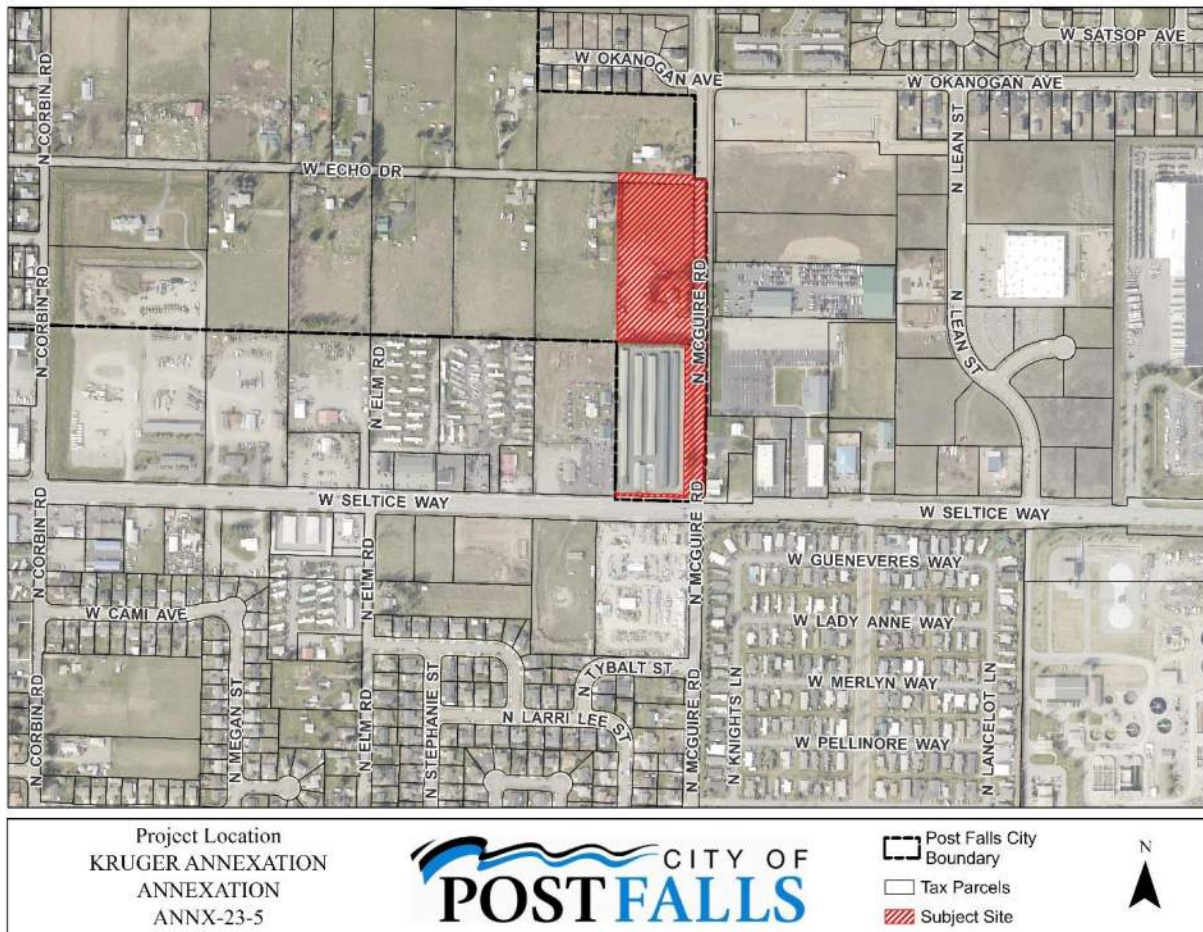
**Project Description:** Annex approximately 4.49-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS) on the southern 2.49-acres and the remaining acres are requested as High Density Multi-Family Residential (R-3).

**Project Location:** The property is located on the southwest corner of W Echo Dr. and N McGuire Rd.

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

**Surrounding Land Uses:** Located to the north and east of the subject site are W Echo Dr. and N McGuire Rd. Directly West is a large lot single-family home within Kootenai County. South of the subject site is a commercial storage facility located within Kootenai County.

**Area Context Vicinity Map:**



#### **EVALUATION OF ZONING APPROVAL CRITERIA:**

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.20.100 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.

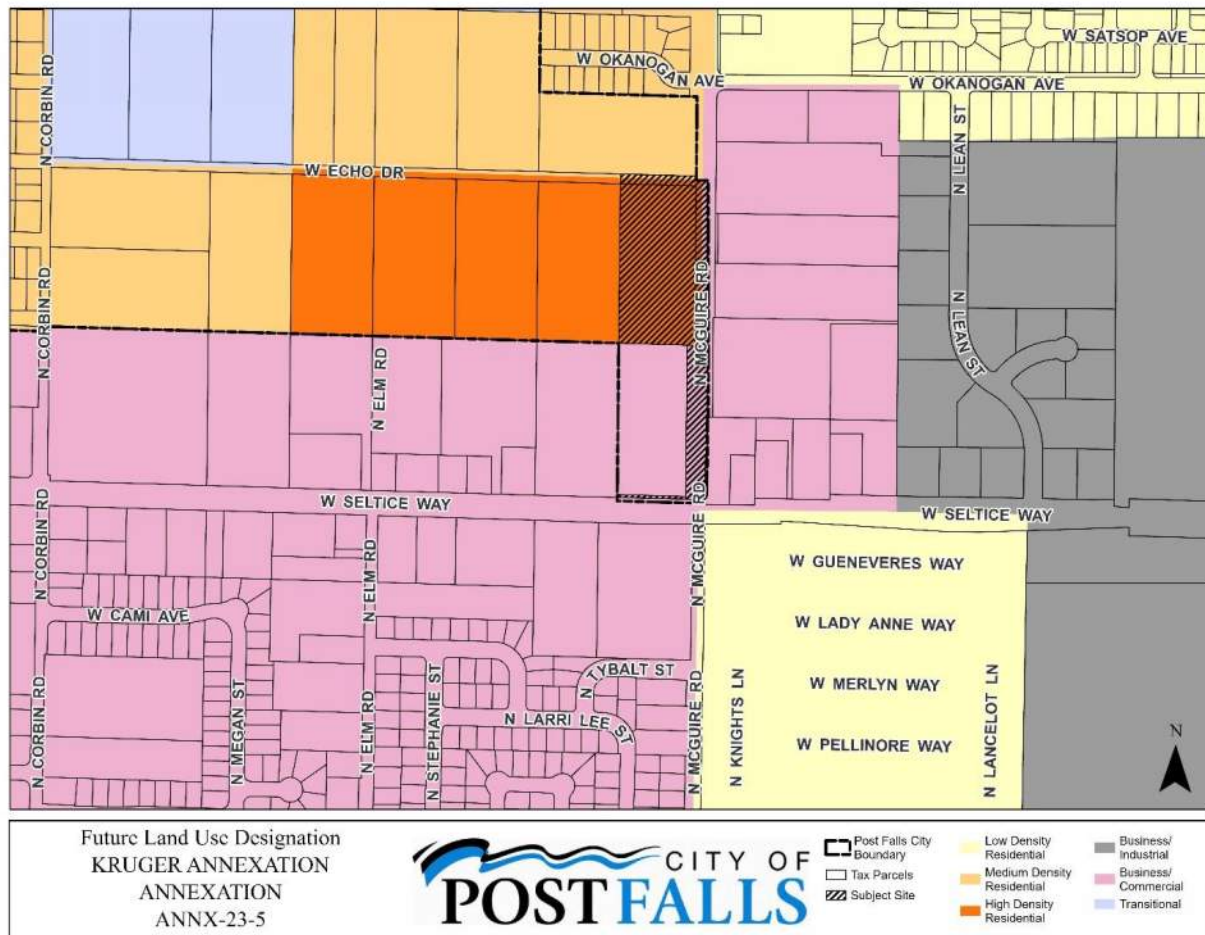
#### **ZONE CHANGE REVIEW CRITERIA**

- 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 Map classifies this property with the land use designation of **High Density Residential**. This category encompasses all types of residential uses that would be greater than 12.5 but less than 25 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.

Future Land Use Map:



The subject site falls within the West Prairie focus area, which is outlined in the Comprehensive Plan to include the following: 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 as described within the Comprehensive Plan appendix A:

- 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: The proposed Community Commercial Services (CCS) and High Density Multi-Family Residential (R-3) zones would be consistent with the Future Land Use Map and does align with the development guide outlined above within the West Prairie Focus Area.

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

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

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

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

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

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

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



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 for public safety, parks, streets, multi-modal pathways and emergency services.

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

Staff Comment: Additional commercial and multi-family uses may help further long-term fiscal health of the City in regards to possible revenue purposes and providing further commercial services within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Future development of the subject site may help provide commercial uses and pedestrian connectivity through frontage improvements. This could create a better sense of community increasing safety and walkability.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards once development is proposed through the site plan review process.

- 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 agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria 1.

- Compatibility with surrounding land uses;

Staff Comment: The proposed commercial development pattern for this proposal would not be incompatible with the surrounding uses as they are commercial to the south and to provide a transition. This transition from commercial to lower density residential is typically provided through high-density residential that will become less dense in the further development happens from commercial activities.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the site is located in McGuire Rd. adjacent to the eastern property line. 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 the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent

User Agreements or Sewer Surcharges.

Water service for the site would be provided by East Greenacres Irrigation District. The irrigation district does have facilities adjacent to the property.

Existing and future traffic patterns;

Staff Comment: The property is adjacent to McGuire Road, a classified Minor Arterial roadway and Echo Drive, a classified local Roadway. Existing rights-of-way do not meet the City's minimum requirements, additional rights-of-way and easement would be required to be dedicated at the time of annexation and complying with adopted City Design Standards. McGuire Rd. is shown in the Transportation Master Plan as a 5-lane arterial Roadway. Echo Drive will serve as a local collector roadway for traffic to access McGuire Rd. As such, the larger 70-foot rights-of-way section shown in the City Standards for a Local Residential Street would be appropriate for providing the necessary flexibility between on-street parking and provisions for turn lanes at major intersections:

McGuire Rd – Minor Arterial (110-foot total rights-of-way width): 55 feet of rights-of-way, measured from the section line in McGuire Rd. and an additional 15-foot sidewalk, drainage, and utility easement shall be provided along McGuire Road.

Echo Drive – Local Roadway (70-foot total rights-of-way width): 15 feet of additional rights-of-way, measured from the existing southern rights-of-way line for Echo Dr. and an additional 10-foot sidewalk, drainage, and utility easement shall be provided along Echo Drive.

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

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

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

Staff Comment: This site is currently undeveloped and under-utilized and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help incentivize development within the area, as it is part of a larger County Island.

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

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

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

Staff Comment: The zoning request of residential for this annexation could help ensure land is available for future housing needs and could promote further diverse housing within the City of Post Falls.

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

- Have access to arterial and collector streets;

Staff Comment: McGuire Road is a minor arterial and is adjacent to the proposed annexation.

- Help buffer higher and lower-intensity development patterns;

Staff Comment: A larger residential development could be viewed to help buffer the single-family in the area from the roadway noise pollution from McGuire Road and the commercial uses along Seltice. Any adjacent non-compatible uses would require buffering per Title 18.

- Abut compatible existing uses;

Staff Comment: Commercial and high density multi-family can be compatible per the request of this annexation and would currently need to provide buffer requirements to the adjacent single-family property.

- Are part of projects involving mixed use or master planned areas.

Staff Comment: The proposed site will include a mix of uses being commercial and residential.

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

Staff Comment: Additional rights-of-way along McGuire Rd. and Echo Dr. are required, as part of the annexation, and the sizing of the rights-of-way are based on the City's Functional Classification Map for roadways in the buildout condition. Sidewalk, Drainage and Utility easements are also required to accommodate utilities and multi-modal facilities. Annexation shall include all rights-of-way adjoining the site and currently within the County. Future improvements at the time of site development will need to comply with City of Post Falls design standards.

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

Staff Comment: Upon development through subdivision or site plan review frontage improvements will need to be completed. This allows for continuity of pedestrian pathways.

**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: dedication of rights-of-way with annexation and completion of roadway improvements conforming with the City's Transportation Master Plan, at the time of site development, will help with the completion of the City's roadway

network and facilitate continuity for vehicular and pedestrian systems.

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

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

Staff Comment: Sanitary Sewer service will be provided by the City of Post Falls. Sanitary Sewer currently exists along the property's eastern boundary, in McGuire Rd. Water is adjacent to the site, with service being provided by East Greenacres Irrigation District. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plans as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. Current capacity of the City's Water Systems is not a guarantee of future service. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

The Parks and Recreation Department has plans to develop two parks within 1 mile of the proposed annexation. Upon completion of these two facilities the proposed residential uses associated with this annexation will be consistent with the department's level of service standard for walkable access to recreational facilities and parks.

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

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

- Studies that evaluate environmental and public service factors;

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

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

Staff Comment: Utilities are located along the property and capable of providing service to the property.

- Comprehensive plan goals and policies.

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

**Policy 60:** Maintain adopted Levels of Service (LOS) for parks, recreation and open space, and continue to identify opportunities to acquire parkland.

Staff Comment: The response to this is embedded within the analysis within Policy 45 comments.

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

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through subdivision and site plan review process.

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”.

#### Agencies Notified:

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

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

Exhibit PA-1 YPL – No comments

Exhibit PA-2 PFHD – Requests the below:

- The City of Post Falls annex McGuire Road from Echo Drive to Seltice Way in its entirety.
- Additional rights-of-way and easements should be required for Echo Drive and McGuire Road to meet City standards.
- The location of access should come from McGuire Road and meet the City of Post Falls required spacing standards.

Exhibit PA-3 DEQ – No comments

Exhibit PA-4 PFSD – No comments

**PUBLIC PROCESS:** Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on February 16, 2024. Notice has been

published in the Coeur d'Alene Press on February 20, 2024. The property posting was posted March 1, 2024, on the subject site by.

**ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:**

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along McGuire Road
  - a. 55 feet of rights-of-way dedication from the existing section line is required.
  - b. A 15-foot sidewalk, drainage, and utility easement is required.
3. Dedication of Rights-of-way and easements along Echo Drive
  - a. 15 feet of additional rights-of-way dedication is required, from the existing southern line of Echo Drive.
  - b. A 10-foot sidewalk, drainage and utility easement is required

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

**ATTACHMENTS:****Applicant Exhibits:**

|             |                        |
|-------------|------------------------|
| Exhibit A-1 | Annexation Application |
| Exhibit A-2 | Narrative              |
| Exhibit A-3 | Vicinity Map           |
| Exhibit A-4 | Authorization Letter   |

**Staff Exhibits:**

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

**Testimony:**

|              |               |
|--------------|---------------|
| Exhibit PA-1 | YPL comments  |
| Exhibit PA-2 | PFHD comments |
| Exhibit PA-3 | DEQ comments  |
| Exhibit PA-4 | PFSD comments |



## Annexation

# ANNX-23-5

## Applicant

 Stephanie Blalack  
 12086596559  
 sblalack@verdisnw.com

## Application Information

### Did an Annexation Pre-app take place?

Yes

### Applicant Type

Other

### Description of Project/Reason for Request

The Krugers are requesting Annexation into the City of Post Falls as CCS and R-3.

### Existing Zoning

Agriculture

### Adjacent Zoning

Commercial, Industrial, R-2 and R1

### Current Land Use

Commercial and Residential

### Adjacent Land Use

Storage Units, Auction Business, residential and a Church

### Proposed Zone

Split Zone- 2.49 acres CCS and 2 acres R-3

## Owner Information

### Name

Daniel and Beverly Kruger

### Company

Rockhard Concrete

### Phone

509-496-7010

### Email

sblalack@verdisnw.com

### Address

1087 McGuire Road

### City, State, Zip Code

Post Falls, ID 83858

## 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

Exhibit A-1

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

true

## **Kruger Annexation Narrative**

Verdis, on behalf of Daniel and Beverly Kruger “Property Owners”, is seeking approval to annex approximately 4.49 acres of property into the city limits of Post Falls. The parcel seeking Annexation is 0-2960-32-097-ZZ and the designation being requested is Community Commercial Services (CCS) on the south 2.49 acres and High Density Residential (R-3) for the northern 2 acres.

The property is currently located in the unincorporated area of Kootenai County. The site is currently used residentially and commercially. There is an existing residence, outbuildings and a commercial business located on this site. The Subject Property is currently zoned Agriculture but not utilized this way.

The Property Owners intend to subdivide this parcel into two lots to match the proposed zoning designation being requested. The parcel directly south of the Krugers is in Kootenai County’s jurisdiction and zoned Commercial. The parcels directly across McGurire Road are within the Post Falls’ city limits and therefore the Subject Property is contiguous to city limits making it a good candidate for annexation.

The surrounding area has varying uses and businesses such as an auto auction company, a storage facility a church, a manufacturing company and residential housing, **See Exhibit A.** The Applicants operate a concrete flatwork company, Rock Hard Concrete, on site which easily fits in with the character of the neighborhood. The immediate and nearby lot sizes also vary considerably, ranging from .14 to 5 acres, therefore Krugers’ proposal is in line with the nearby communities.

The reasons for the requested annexation are to extend the City of Post Falls boundary to continue their commercial business and to obtain city services. The County has this property zoned Agriculturally but it has been used commercially for many years and therefore should be within city limits. The city limits have been creeping to the north over the past 10 years and the Krugers are now in a spot where it makes sense to annex into Post Falls.

The Applicants would like to request the Annexation Agreement include a provision for the continued use of their existing business until a certain time to allow for the site to come into compliance with the City of Post Falls current standards. A site plan will be submitted immediately after the annexation approval for review.

The Subject Property is located within the City of Post Falls Coordinated Area of City Impact and is contiguous with the city limits along the eastern boundary line. The Subject Property is adjacent to Kootenai County Commercially zoned property to the South, agriculturally zoned property to the north, the City of Post Falls Community Commercial Services zoned property to the southwest, industrially zoned property to the east and R-1 north of the industrial area. The area’s trends are residential, commercial, and industrial. The proposed zoning once annexed fits the neighborhood character.

The proposed R-3 zoning designation is consistent with the future land use map classification of High Density Residential. The Subject Property is in the West Prairie Focus Area which does support CCS.

The proposed Annexation meets the Post Falls Comprehensive Plan Goal, Policy, and Program Matrix.

Goal G-01:

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

*The proposed annexation supports this goal by providing jobs at an established flatwork business for the local community. It provides prosperity for the owners and employees.*

Goal G-02:

Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

*Once this property is annexed and the high-density lot is developed city services such as water and sewer will be installed and provide the area residents with efficient community services.*

Goal G-03:

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

*This property is not located in the Post Falls downtown area but rather in the commercial, industrial, and future high-density area. The proposed zoning and uses will fit the character of the neighborhood it is located in.*

Goal G-04:

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

*The proposal is to add a commercially and residentially zoned property to the City of Post Falls in an area that supports these uses.*

Goal G-05:

Keep Post Falls' neighborhoods safe, vital, and attractive.

*The proposed Annexation will provide a safe, vital and attractive neighborhood and commercial business by implementing the required landscape standards.*

Goal G-07:

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

*The proposed annexation brings both an existing commercial business and a future residential development which supports the housing needs and jobs for those residents.*

Goal G-09:

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

*The proposed annexation does not affect the scenic and nature areas of its residents.*

Goal G-10:

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

*When the high-density portion of the property is developed a small park may be added to the development.*

Goal G-12:

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

*The owners will pay their portion of the services provided to the property.*

G-13:

Maintain, update, coordinate and implement Post Falls' policy and regulatory documents.

*Not applicable to this Annexation proposal.*

G-14:

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

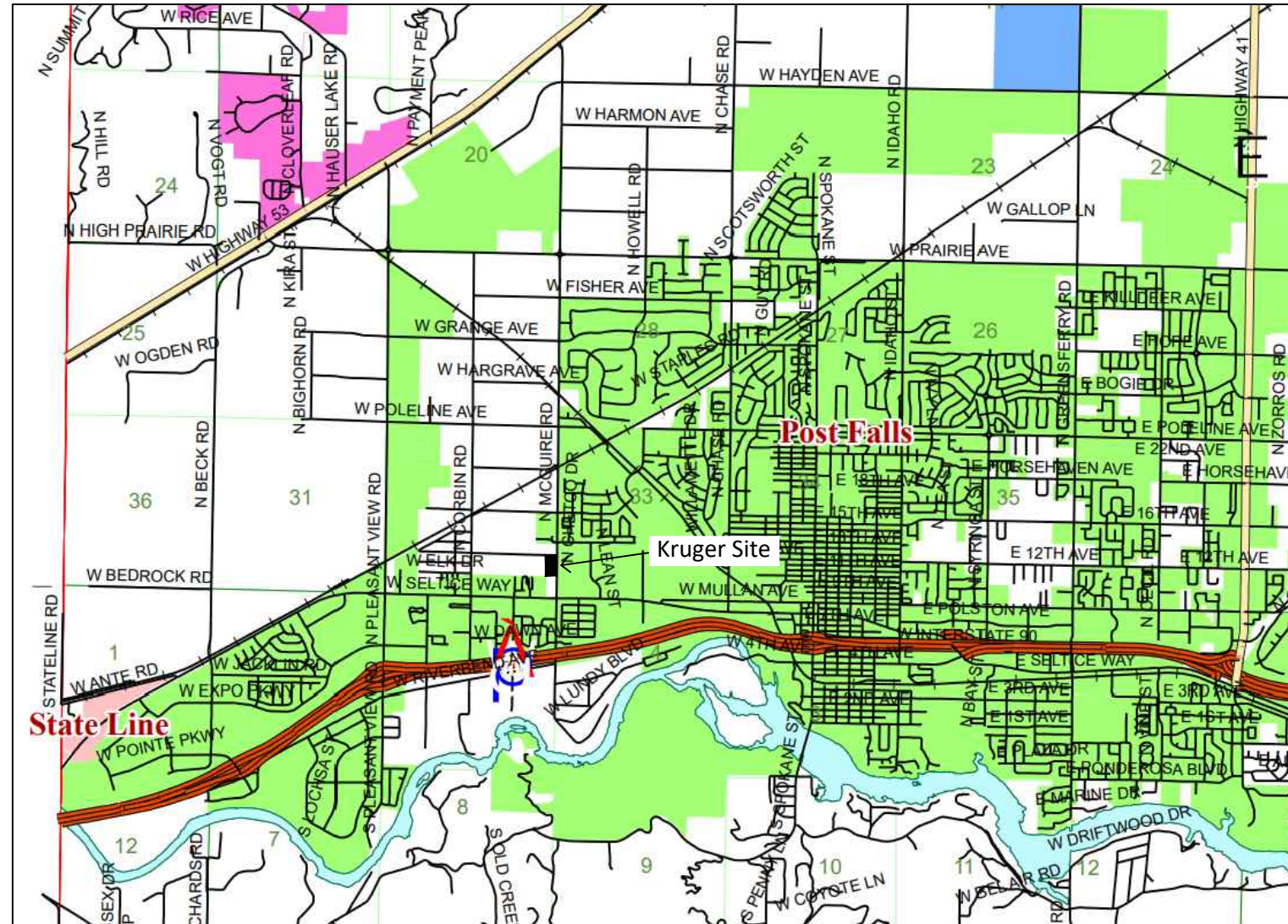
*There will be a public hearing to involve the public in the decision-making process for this proposed annexation.*

The proposed annexation will meet the goals of the Post Falls Comprehensive Plan. All procedures listed in the Comprehensive Plan for annexing the proposed site will be followed. Per the Pre-Annexation Meeting Recap notes provided by city staff, additional rights of way will be required and the owners will grant those at the time the Annexation Agreement is signed. No environmental impacts are foreseen as a result of this proposal. Infrastructure is readily available to site since development is near the Subject Property.

Annexing this property into the City of Post Falls with an R-3 and CCS zoning designations will increase the availability of housing and blue-collar jobs during a time of substantial growth.

This annexation proposal is a natural progression for this parcel.

This narrative was prepared by Stephanie Blalack, Planning Manager, October 4, 2023.

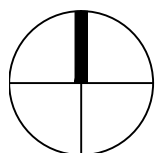


# Kruger Annexation Vicinity Map

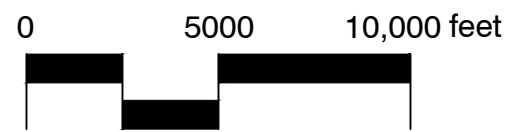
AIN 1235

In the SE 1/4 Sec 33, T. 51 N., R. 5 W.

SCALE: 1"=300' / JOB #: 23-1157 / DATE: 10-11-2023



NORTH



SCALE: 1"=5000'

Exhibit A-3

**verdis**

planning | design | engineering | construction  
P: (208) 667-1214  
verdisNW.com



To: City of Post Falls  
From: Beverly Kruger  
Date: January 24, 2023  
Re: Parcel Number: 0-2960-32-097-ZZ

I hereby authorize Verdis to act as my representative to the above referenced agencies for Parcel 0-2960-32-097-ZZ, located at 1087 N. McGuire Road, Post Falls, Idaho 83854.

Beverly Kruger  
Beverly Kruger

State of ID )  
County of Kootenai ) ss.

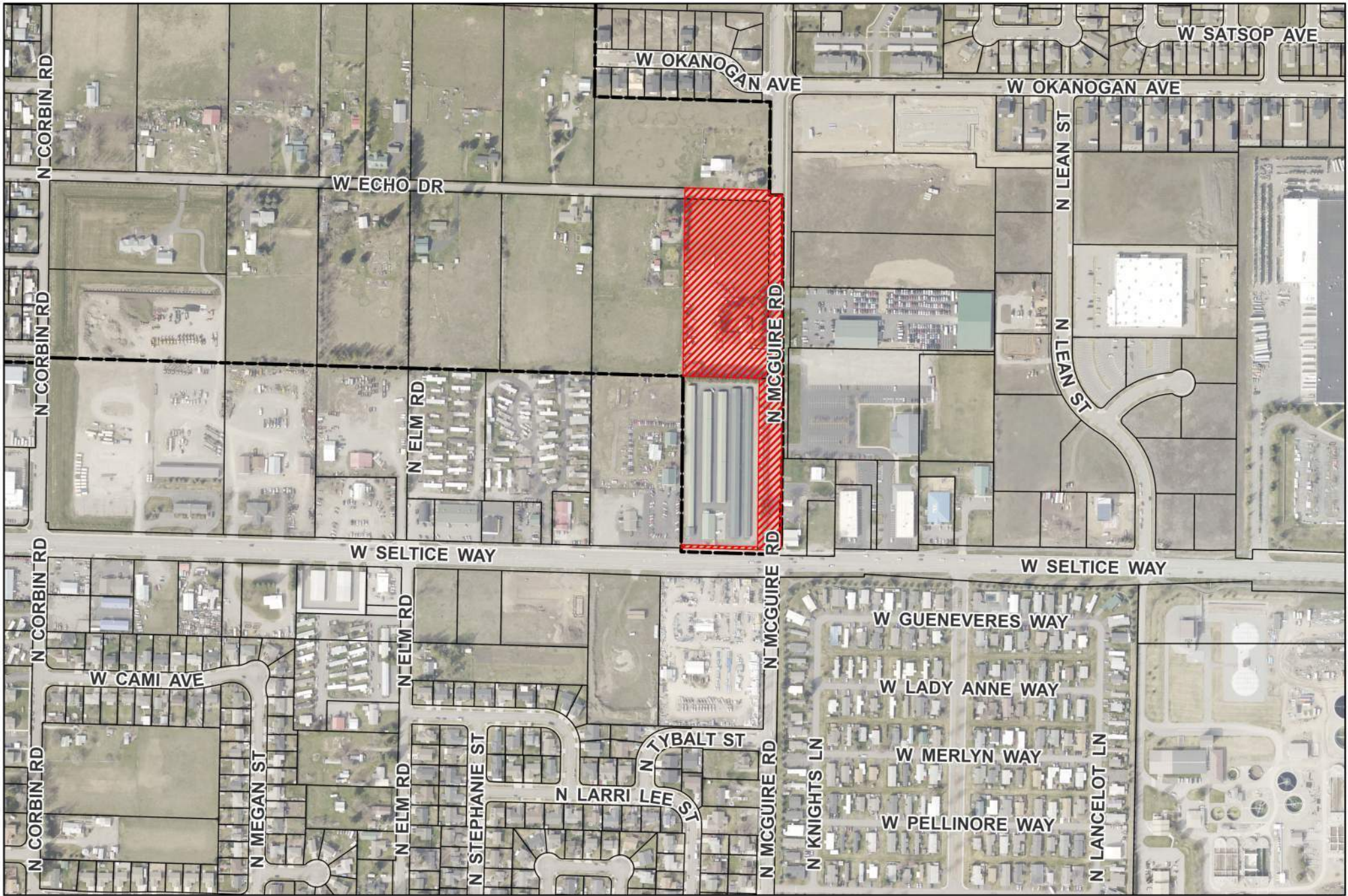
On this 7<sup>th</sup> day of February in the year of 2023 before me personally appeared Beverly, known or identified to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Witnessed my hand and official seal hereto affixed the day and year first above written.



Notary: Stephanie Blalock  
Residing in: Cataldo, Idaho  
My Commission Expires: February 26, 2024





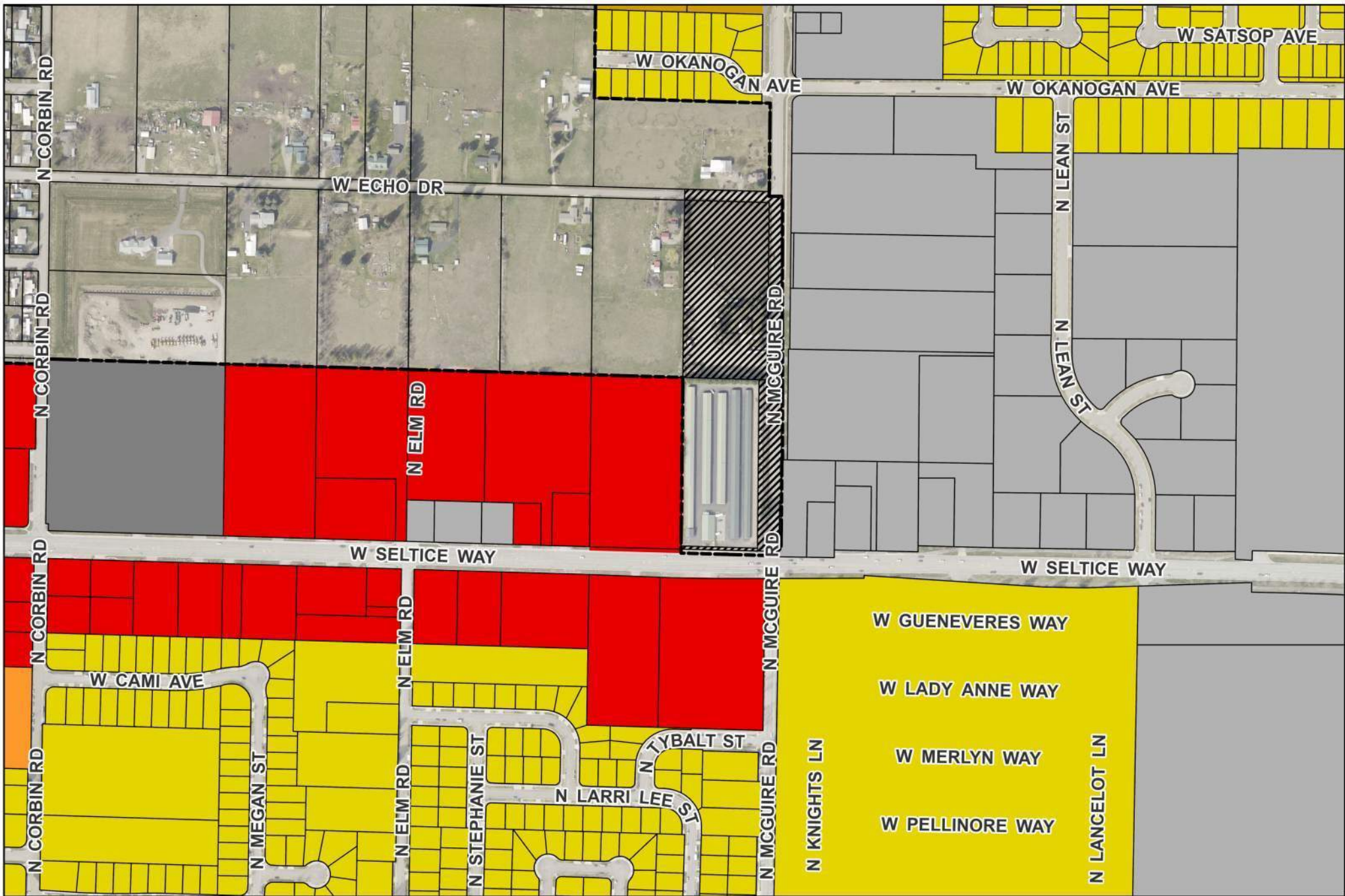
Project Location  
 KRUGER ANNEXATION  
 ANNEX-23-5



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





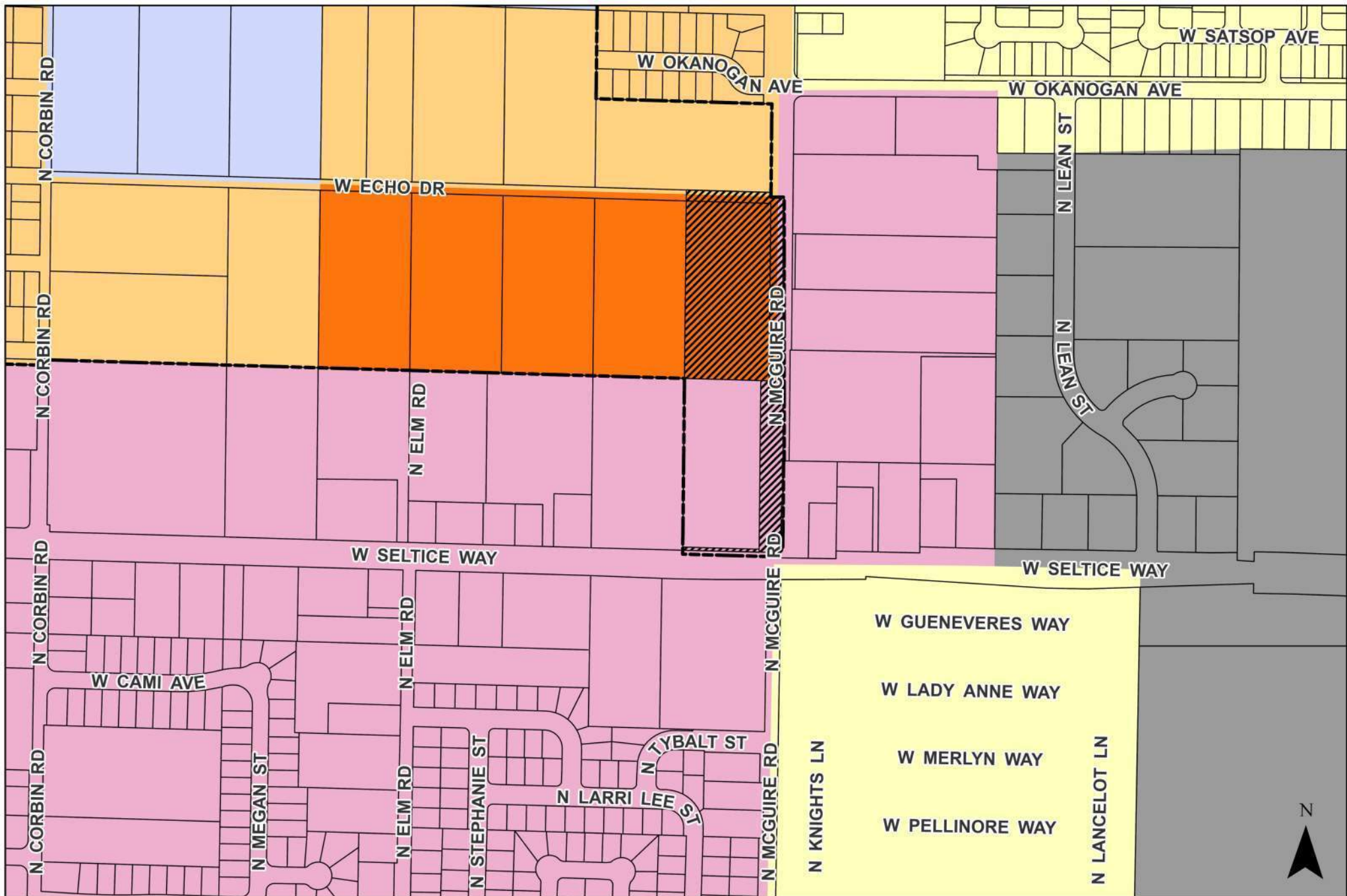


Zoning Map  
 KRUGER ANNEXATION  
 ANNEXATION  
 ANNEX-23-5



- |                          |     |
|--------------------------|-----|
| Post Falls City Boundary | HI  |
| Tax Parcels              | I   |
| Subject Site             | R-1 |
| CCS                      | R-2 |
|                          | R-3 |





Future Land Use Designation  
 KRUGER ANNEXATION  
 ANNEXATION  
 ANNEX-23-5



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- Low Density Residential
- Medium Density Residential
- High Density Residential

- Business/Industrial
- Business/Commercial
- Transitional



## Nancy Thurwachter

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Thursday, February 22, 2024 12:52 PM  
**To:** Nancy Thurwachter  
**Subject:** FW: Notice To Jurisdictions File Kruger Annexation File No. ANNX-23-5  
**Attachments:** Exhibit PH-2 NTJ\_Kruger.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 and we do not have any questions/comments.

Sincerely,

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

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, February 22, 2024 12:48 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>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <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>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; 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>; Post Falls Highway District <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>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Exhibit PA-1



## Nancy Thurwachter

**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Friday, February 23, 2024 9:43 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice To Jurisdictions File Kruger Annexation File No. ANNX-23-5

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 PFHD has the following requests and recommendations:

1. The City of Post Falls annex McGuire Rd from Echo Dr to Seltice Way in its entirety.
2. Additional rights-of-way and easement should be required for Echo Dr and McGuire Rd to meet City standards.
3. The location of access should come from McGuire Rd and meet the City of Post Falls required spacing standard.

Regards,

Jonie Anderson  
Post Falls Highway District  
208.765.3717  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** [contactus@postfallshd.com](mailto:contactus@postfallshd.com) <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)> **On Behalf Of** Nancy Thurwachter  
**Sent:** Thursday, February 22, 2024 11:48 AM  
**To:** Ali Marenau <[AMarienu@kmpo.net](mailto:AMarienu@kmpo.net)>; Alynnette Farley <[abfarley@BPA.Gov](mailto:abfarley@BPA.Gov)>; Amanda Raymond <[arraymond@bpa.gov](mailto:arraymond@bpa.gov)>; Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Avista <[cdaconst@avistacorp.com](mailto:cdaconst@avistacorp.com)>; Ben Tarbutton <[btarbutton@kcgov.us](mailto:btarbutton@kcgov.us)>; Carey Borchardt <[carey.borchardt@charter.com](mailto:carey.borchardt@charter.com)>; Carrie Ann Hewitt <[carrieann.hewitt@itd.idaho.gov](mailto:carrieann.hewitt@itd.idaho.gov)>; CDA Garbage Reception <[reception@cdagarbage.com](mailto:reception@cdagarbage.com)>; Chad Ingle <[cingle@kcgov.us](mailto:cingle@kcgov.us)>; Chad Polak <[Chad.M.Polak@p66.com](mailto:Chad.M.Polak@p66.com)>; Chris Way <[cway@kootenaifire.com](mailto:cway@kootenaifire.com)>; Christina Petit <[christina@postfallschamber.com](mailto:christina@postfallschamber.com)>; Christine Harmon <[christine.harmon@deq.idaho.gov](mailto:christine.harmon@deq.idaho.gov)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dan Zeck <[dan@eastgreenacres.org](mailto:dan@eastgreenacres.org)>; Dana Marsh <[dana.marsh@tdstelecom.com](mailto:dana.marsh@tdstelecom.com)>; Daniel Mavrinac <[Daniel.Mavrinac@BNSF.com](mailto:Daniel.Mavrinac@BNSF.com)>; David Callahan <[dcallahan@kcgov.us](mailto:dcallahan@kcgov.us)>; David Haggerty <[David.Haggerty@tdstelecom.com](mailto:David.Haggerty@tdstelecom.com)>; Dena Naccarato <[dena.naccarato@sd273.com](mailto:dena.naccarato@sd273.com)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Glen Miles <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Greta Gissel <[greta@connectkootenai.org](mailto:greta@connectkootenai.org)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jason Cortes <[JCortes@hbkengineering.com](mailto:JCortes@hbkengineering.com)>; Jeff Boren <[Jeffrey.Boren@charter.com](mailto:Jeffrey.Boren@charter.com)>; Jeremy Hofer <[jhofer@kec.com](mailto:jhofer@kec.com)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; Jessie Holderman <[JHolderman@kec.com](mailto:JHolderman@kec.com)>; John R. Price <[John.Price1@charter.com](mailto:John.Price1@charter.com)>; Jordan Wirth <[Jordan.T.Wirth@usps.gov](mailto:Jordan.T.Wirth@usps.gov)>; Karen Phillips <[Karen.Phillips@avistacorp.com](mailto:Karen.Phillips@avistacorp.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kevin Teo <[kevin.teo@ziply.com](mailto:kevin.teo@ziply.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kristie May <[Kristie.May@deq.idaho.gov](mailto:Kristie.May@deq.idaho.gov)>; Lori Cogley <[lcogley@kec.com](mailto:lcogley@kec.com)>; Lynn Sandsor <[lynn.sandsor@aecom.com](mailto:lynn.sandsor@aecom.com)>; Mark Brantl <[mbrantl@postfallspolice.gov](mailto:mbrantl@postfallspolice.gov)>; Owens, Dylan

Exhibit PA-2



## Nancy Thurwachter

---

**From:** Kristie May <Kristie.May@deq.idaho.gov>  
**Sent:** Tuesday, February 27, 2024 7:28 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice To Jurisdictions File Kruger Annexation File No. ANNX-23-5

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

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality  
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814  
Office Line: 208.769.1422  
[www.deq.idaho.gov](http://www.deq.idaho.gov)

**Our mission:** To protect human health and the quality of Idaho's air, land, and water.

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, February 22, 2024 11:48 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>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <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>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; 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>; 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>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water

Exhibit PA-3



# POST FALLS

## SCHOOL DISTRICT #273

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

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.***

Exhibit PA-4

|                        |      |      |
|------------------------|------|------|
| 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





---

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES**

**March 12, 2024  
5:30 PM**

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

---

**REGULAR MEETING – 5:30 PM**

**CALL TO ORDER**

**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, Schlotthauer, Hampe, Wilhelm

**Excused:** Steffensen

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

**~~\*\* Planning and Zoning Commissioner Bobby Wilhelm Oath of Office.~~**

**~~Nancy Thurwachter, Administrative Specialist Planning Department: Raise your right hand. Do you solemnly swear or affirm that you will faithfully perform the duties of your appointed office, and will support and honor to the best of your ability the Constitutions of the United States and the State of Idaho and all applicable laws, ordinances and policies of the State of Idaho and the City of Post Falls as well as the policies, procedures, code of ethics and code of conduct of the Post Falls Planning Commission?~~**

**~~Wilhelm: I do.~~**

**~~a. National Working Mom's Day~~**

**~~b. National Girl Scout 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~~**

**Exhibit S-5**

~~300 feet they were notified on February 16, 2024, the notice was published in the Coeur d'Alene Press on February 20, 2024 and the property was posted on March 1, 2024.~~

~~Motion by Planning and Zoning Commissioner Carey to recommend approval of Our Next Venture Zone Change File Number ZC-23-4 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 approved to City Council.~~

~~Second by Planning and Zoning Commissioner Walton.~~

~~Vote: Carey - yes, Walton - yes, Kimball - yes, Schlotthauer - yes, Wilhelm - yes, Hampe - yes~~

~~Moved~~

b. Kruger Annexation File No ANN-23-5

**Public Hearing Opened: 6:23 pm**

**Staff Report**

**Ethan Porter, Associate Planner Presenting:** Verdis is requesting, on behalf of Daniel and Beverly Kruger, the property owners, a recommendation to the City Council to approve the zoning designation of Community Commercial Services (CCS) and high density residential on 4.49-acres as part of an annexation request in the City of Post Falls. Total annexation would include the rights-of way, which would equate to about 6.869 acres. They want to do CCS on the lower half and high-density residential on the northern half. The subject property is located on the southwest corner of W Echo Drive and N McGuire Road. Located to the north and east of the subject site are W Echo Drive and N McGuire Road. Current land use is large lot residential within Kootenai County. It is over the Rathdrum Prairie Aquifer, the water provider is East Greenacres Irrigation District and waste water is provided by the City of Post Falls. To the west and the north there are county parcels and to the south. To the east of McGuire is some industrial zoning and commercial. Further north is some residential multi-family and single family. South, Selctice Way, is commercial and higher roadway classification.

**Carey:** Should number three be included as a condition building on this property?

**Rob Paluse, Assistant City Engineer:** Regarding the location of access points, Post Falls Highway District is requesting that access be off of Mc Guire Road if this is annexed in and split with R3 on the north and the commercial use on the south. Commercial use on the south would make sense for that to access onto McGuire Road. The northern piece would most likely have two access points, one unto McGuire Road and one onto Echo Drive depending on what they put on that location. There are access standards within the City of Post Falls that require minimum spacing between each access point they could meet with 2.50 acres on each half and still allow for full access points onto McGuire Road.

**Schlotthauer:** Why do you think they are asking for that?

**Paluse:** I can't speak to why they are. Some of the issues now is Echo Drive is only about 18 to 20 feet wide. As Echo Drive is developed and brought up to city standards it will be wider and able to handle more traffic. To try to use Echo Drive as an east-west thorough fair would be problematic, but with development of the site putting in the urban improvements on the south half required, there would be ability to get traffic to McGuire Road to allow traffic in and out of there.

**Schlotthauer:** In general entering off a street would be better than between streets.

**Paluse:** It depends on how the roadway is configured and if it's set up to handle commercial



traffic or how the driveway approaches are accessing. Our standard says that if you have access basing so many feet apart for a certain classified roadway that should work adequately. The problem is if you try to get closer than that.

**Wilhelm:** If this were approved, Echo Drive would have to be improved by the developer. Does that also go into the northern piece of property?

**Paluse:** The developer would only be responsible for their improvements on Echo Drive from the center line to their property for the frontage improvements. If sanitary sewers are required to be extended down Echo Drive with their development, putting in sanitary sewer would destroy all of the existing road surface so in putting it back they would do the urban improvements on the south and the north shoulder of the roadway back to approximately where it is now. Until the property on the north annexes in I don't see the road widening to the north.

**Kimball:** Do you know what the current traffic volume is on McGuire Road? Is it over 4,000? Or projected to be over 4,000 in the 2040 Master Plan?

**Paluse:** Without looking at the hard numbers, I would say that the intersection on McGuire is currently operating in the 4,000 to 6,000 vehicle per day range. Our current Transportation Master Plan anticipates by 2035 McGuire Road will need to be a five lane arterial roadway from Seltice Way north to Midway Avenue. The Idaho Department of Transportation will be building an overpass and full interchange on Pleasant View Road at State Highway 53. Part of that project will require the closing of the current access point on McGuire Road to Highway 53 which changes the dynamics on McGuire Road possibly reducing the traffic. We will be looking at the future traffic projections to determine the roadway size and classification.

**Carey:** On number three are you saying this would be handled when they came in for development of the property?

**Paluse:** When they developed, it would be required to develop access points in conformance with the City of Post Falls access standards which would satisfy what Post Falls Highway District would generally be looking for as well.

**Wilhelm:** How many residents can you put on an acre for R3?

**Porter:** Per the comprehensive plan between 12.5 and 25 units per acre depending on parking and greenspace requirements.

**Manley:** If you look at the range, 18 is the max you can do without density bonuses, if they max it all out with density bonuses it would be around 46 units. 23 time 2.

**Wilhelm:** How many cars a day?

**Paluse:** In general calculations single family residential will generally create about ten trips per day per residence and multi family about nine and a half trips per day per residence. Using rough calculations, 40 units total about 400 trips a day for single family a little less for multi family. The number of peak hour trips in the a.m. and p.m. work/school hours is roughly equivalent to the number of units in the development.

**Wilhelm:** So if there's no access onto McGuire Road it would all be going to Echo Drive?

**Paluse:** Correct. Residential streets like Echo Drive would generally be anticipated to handle 2,000 or less trips per day.

**Applicant: Stephanie Blalack, Land Use Planner, Verdis:** I'm representing owners Daniel and Beverly Kruger in their annexation request. The subject property is about 4.50 acres, the zoning requested is both CCS and High Density Residential. The CCS will be on the southern 2.49 acres, the high density residential on the northern 2 acres. The applicant is requesting a provision in the annexation agreement for continued use of their existing business until a certain time to allow for the site to come into compliance with the City of Post Falls. Their current business on site is an asphalt concrete flatwork business. We are requesting commercial and high density residential classification consistent with the high density residential classification and land use for the area. This is one of five parcels with a high density residential designation. Given



the proximity to Seltice Way the site is a perfect fit to blend the commercial and high density residential. Frontage improvements will be installed for pedestrians to interconnect with other neighborhoods and the commercial businesses. The area has access to arterial and collector streets. The site is within the West Prairie Focus area to include mixed residential with higher densities near commercial corridors and arterials. Right of ways will front Echo Drive and McGuire Road. The annexation would provide diverse housing types and price levels, commercial uses and pedestrian connectivity improvements, and create additional revenue for the city. The surrounding zones consist of, to the north R2, to the northeast R1, to the east Industrial and to the south is commercial.

**Schlotthauer:** Is there a residence on the property?

**Blalack:** Yes, on the south side of the property is an occupied residence.

**Schlotthauer:** Is that being zoned CCS?

**Blalack:** Yes, they'll operate their existing concrete asphalt flatwork business and still live there.

**Wilhelm:** It's a CCS, they could put businesses in there and residences on top?

**Blalack:** Yes. They don't have any desire to do that, They have outgrown the county at this point.

**Wilhelm:** If they sold it someone could come in and put businesses on the bottom and residences on top?

**Blalack:** Yes, on 2.50 acres of it.

**Hampe:** CCS doesn't allow for single family residence.

**Manley:** It does if it's incidental to a business. They would have to meet City of Post Falls commercial standards and their residents would be incidental to their business.

**Hampe:** Would we allow that to be built if it wasn't currently there?

**Manley:** Yes, if you had any business you could build a residence with that business. Like a storage unit facility, you could build the facility and live on top.

**Testimony:**

**In Favor:**

**Neutral:**

**In Opposition: 3**

**Donna Mae Roberts:** Opposes, does not wish to speak.

**Nancy Foster:** Opposes, does not wish to speak.

**Debi Vocca:** This area is rural, people are raising cattle on the road on the north and south sides, there's no traffic so sidewalks are not necessary. Idaho Statute Title 67 Chapter 65 talks about keeping the property rights to where the land use does not diminish the property value. I feel that apartments or multi family would not benefit the value on our street. They have an existing business which has not been in the zoning so it's great to get it in compliance but as far as developing, R1 would be better for that area. Please consider the area, we need to keep some rural area in Post Falls, that's why people move here because there's options not just cookie cutter homes and apartments. There are enough apartments all over Post Falls. We need to keep some land for agriculture.

**Rebuttal:**

**Blalack:** There's only five parcels with the future land use designation as high density residential, this is one of the five. The City of Post Falls envisions this area becoming a high density residential area.

**Walton:** There's a contingency to allow the continued operation of the business. Is that something we need to consider?

**Manley:** Currently they're in the county and meet county standards. When it's annexed into the city they will have to meet commercial standards. The annexation matters will go before City Council.

**Hampe:** Would the current business be considered a general service?



**Manley:** I believe it would be, as general construction.

**Public Hearing Closed: 7:06 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?**

**Kimball:** It is designated as high density on the comp plan map. R3 is an implementing zone for the high density comp plan designation. CCS is not, but it is immediately adjacent. Commercial use to the south and the focus area speaks to commercial uses on a high use high ADT street, 4,000 cars or more. Palus testified the range is 4,000 to 6,000 cars per day on McGuire, that would meet that focus area criteria.

**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;**

**Kimball:** That's addressed in the staff report and the applicant's narrative

**Schlotthauer:** It meets the future land use map, policy

**Kimball:** Policy 20 regarding multifamily being in areas that have arterial and collector streets to help buffer high density and lower density development patterns. It's compatible with existing land use, there's multifamily to the north. It hits policy 20 very well. Policy 8 encouraging infill development.

**Walton:** Policy 24, the rights of way, are addressed.

**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.**

**Kimball:** There was no evidence presented to that affect. The right of way or inclusion and dedication to the right of way will help provide public services in that area by allowing for road widening and ease of traffic in that area.

**Walton:** About 5 years ago there's 5 acres north of that City Council turned down R2 even though it met all these requirements. Down the road at McGuire an R1 was denied too. My belief is that this R3 mixed with commercial development is too close to Seltice. It may be in the comprehensive plan but I don't think it works out with Echo Drive, I think it's too much.

**Schlotthauer:** I feel more sympathetic to the neighboring property owners than I generally do on these things because of the rural pocket that still exists there. I always default to the individual property owners' rights, it's their right to request to be annexed into the city and our job is to say what zoning would be appropriate. It's hard to go against the comprehensive plan.

**Hampe:** I agree I am sympathetic to the neighboring owners but there are property rights and being on that busy road it's an appropriate place to put high density and CCS.

**Motion to Approve by Planning and Zoning Commissioner Hampe to recommend approval of Kruger Annexation ANNEX-23-5 finding that the requested zoning of CCS on the south portion of the property and R3 on the remaining north end of the property meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberation and direct staff to prepare a Zoning Recommendation to be provided to City Council.**

**Second by Planning and Zoning Commissioner Carey**

**Vote:** Hampe - Yes, Wilhelm - Nay, Schlotthauer - Yes, Kimball - Yes, Walton - Yes, Carey - Yes

**Moved**

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT

7:16 PM

Date: 4/9/24

Chair: James Steffensen

Attest: Nancy Thraenwachter

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 Wilehlm, Kibbee Walton



# Kruger Annexation File No. ANNEX-23-5

## Planning and Zoning Commission Zoning Recommendation

### A. INTRODUCTION:

APPLICANT: Verdis on behalf of Daniel and Beverly Kruger (Per Exhibit A-1)

LOCATION: The southwest corner of W. Echo Drive and N. McGuire Road

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on the southern 2.49 acres and High-Density Multi-Family Residential (R3) on the northern 2-acre portion, as outlined in Exhibit A-2.

### B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. A-5 Title Report
6. A-6 Radius Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 YPL Comments
11. PA-2 PFHD Comments
12. PA-3 DEQ Comments
13. PA-4 PFSD Comments
14. P&Z Staff Report
15. Testimony at the public hearing on March 12, 2024, including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the March 12, 2024, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 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 the Planning and Zoning Commission in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Exhibit S-6



**Ethan Porter, Associate Planner**

Mr. Porter presented the staff report. He testified that the applicant was seeking a split zoning designation of Community Commercial Services (CCS) on the south 2.49 acres of an approximately 4.49-acre parent parcel. The remaining northern 2 acres is requested as a High-Density Multi-Family Residential (R-3) zoning designation. The requested zoning recommendations accompany the applicant's annexation request to the city. The total annexation request would be 6.869 acres, which includes adjacent right of way along the west side of McGuire and along a northern portion of Seltice Way.

The subject site is located on the southwest corner of the intersection of W. Echo Drive and N. McGuire Road. The property's current land use is large lot residential in Kootenai County. The property did not have any distinct natural features of note, water would be provided by East Green Acres Irrigation District and the City of Post Falls would provide wastewater services.

Mr. Porter testified that the surrounding areas to the north and west were comprised of unannexed Kootenai County parcels and the adjacent parcel to the south was improved with a storage business also located in the County. To the east, across McGuire Road is industrial zoning and some commercial and industrial businesses, and further north was some residential zoning of single and multi-family housing. Further south on Seltice was additional commercial zoning.

During Mr. Porter's testimony at the hearing, he discussed the first review criteria for annexation and the proposed zoning district. He noted that the proposal should be consistent with the future land use map and focus area on the comprehensive plan. The future land use classification for the property is High Density Residential which encompasses all types of residential uses that would be greater than 12.5 but less than 25 dwelling units per acre. It also supports other land uses such as nursing care facilities, parks, and public facilities. Implementing zoning districts for the classification include R-3 and the focus area. The future land use designation concentrates higher densities along higher rated roadways and then transitions to lower densities away from those centers.

Mr. Porter also highlighted the West Prairie Focus Area, which guides development of future actions for the area including envisioning missed residential with higher densities near commercial corridors and arterials and seeking opportunities to develop off corridor commercial.

Mr. Porter reviewed the goals and policies for review criteria two, which included analyzing whether the proposed zoning district was consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan as relevant to the area under consideration.

The second criteria consider whether the proposed zoning district is consistent with the goals and policies in the Comprehensive Plan relevant to this area. Mr. Porter testified that goals one and seven to possibly be relevant and applicable goals. He testified that policies one,

two, eight, twenty, twenty-four and twenty-six may be appropriate for consideration by the Commission.

Mr. Porter also testified that the proposed annexation included the additional right-of-way along McGuire Road down to and on a portion of Seltice Way which provided an opportunity for the city to ensure future connections and expansions are available. The connection would be consistent with the comprehensive plan encouraging annexation of county islands.

The third criteria considers demonstrable adverse impacts to the delivery of public services. No adverse comments from the public service agencies notified. Post Falls Highway District submitted comments similar to those included in the staff report requesting the annexation of the additional rights-of-way and meeting city encroachment standards.

Staff responded to questions from the Commission as to access stating that access for the commercial piece to the south would likely be off of McGuire, while the northern piece would most likely be two accesses, one north and one east dependent upon how the property were developed. Staff responded to questions about future road development on Echo Drive and anticipated future traffic volumes on McGuire Road.

Staff responded to questions from the Commission that in an R3 zoning designation one could be allowed between 12.5 to 25 dwelling units per acre, but the actual site development would need to account for necessary parking lowering the feasible potential number of units to maybe 18 units maximum without density bonuses. Staff also responded with an approximate number of trips per day would be generated from the size of such a development.

### **Applicant's Presentation**

**Stephanie Blalack, Verdis**

Ms. Blalack testified as to the property size and the requested zoning designations. The applicant is requesting a provision in an annexation agreement for the continued use of the existing business on the southern CCS-requested zoning portion, until such time as the site can come into compliance with the city standards. The existing on-site business is an asphalt concrete flatwork business. The annexation by the City would support a small business that wishes to expand but can no longer operate in the County.

Ms. Blalack testified that this property is one of five parcels identified as high-density residential under the future land map and given its proximity to Seltice Way the site is complimentary for a blend of both commercial and residential. Further that it will be advancing the goals of the West Prairie Focus area by placing multi-family in an area with access to arterials and collector streets.



Ms. Blalack also testified as to the dedication of the additional right-of-way in the annexation request. She testified that the request would provide diverse housing types and price levels and through development of the site and commercial uses, pedestrian connectivity will be enhanced through required frontage improvements and is consistent with the applicable goals and policies and doesn't pose an adverse impact on public services.

Ms. Blalack clarified to Commission questions that the southern portion of the property was improved and occupied with a residence on which the owners reside and operate the existing business and will continue to do so in the requested CCS zoning designation if annexation is approved. The Commission clarified that in the CCS zone it would be permissible to construct a mixed-use development with a business on the ground floor and potential residences above, thereby adding more residences to the area. Ms. Blalack responded that the applicants have no desire to do that, but instead continue to reside there and operate the business in the CCS.

### **Public Testimony:**

The Commission opened the hearing for public testimony.

**Everly Kruger** was in favor of the application but did not wish to speak.

**Donna May Roberts** was in opposition but did not wish to speak.

**Nancy Foster** was in opposition but did not wish to speak.

**Debbie Voca** testified in opposition to the application, stating that she did not believe the proposal would benefit the area because of its continued rural nature. Ms. Voca testified that there are properties still raising cattle and neighbors appreciate the peaceful nature of the rural lifestyle and current lack of traffic. Ms. Voca also believed that apartments of multi-family would diminish the neighboring property values. Ms. Voca testified that for development purposes, she believes R1 would be better in consideration of keeping some rural areas in Post Falls. Ms. Voca also stated that there are already plenty of apartments in the area and homes would be a better fit and enhance the area. She testified that residents stay longer in homes than in apartments and that the costs of an apartment are so high, they may as well try and get a home.

### **Applicant's Rebuttal**

**Stephanie Blalack, Verdis**

Ms. Blalack responded by reiterating that there are only five parcels identified in the future land use map with the designation of high density residential indicating that the City envisions this area as becoming high density residential.

Staff responded to questions from the Commission for a condition on the annexation on the continued use of the commercial business with the residential use. The matter would be included in an annexation agreement.

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

**C. EVALUATION OF 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 High-Density Multi-Family Residential (R-3) and Community Commercial Services (CCS) upon annexation into the city of Post Falls. The Future Land Use Map designates this area as High Density Residential, and it is inside the West Prairie Focus Area. R-3 is an implementing zone and the property is adjacent to commercial uses supporting the requested CCS portion. The West Prairie Focus Area concentrates higher uses on higher classification roadways with mixed residential uses further out from the commercial corridors.

The Commission finds based on the testimony and the staff report, that the applicable focus area supports the requested zoning destinations and finds that the R-3 and CCS is consistent with the Future Land Use Map and aligns with the High-Density Residential uses in the West Prairie Focus Area.

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

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

**Goals:**

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

The Commission finds that the proposal helps build economic diversity by capitalizing on access to neighboring job centers as well as developing a strong diverse base within city limits. This proposal supports strategies that build and sustain a diverse, economic base, trains existing quality of life assets and helps keep Post Falls prosperous.

**Policies:**

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

- Maintain or enhance community levels of service;



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

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

Additional commercial and multi-family uses support long-term fiscal health of the city and provide further commercial services within the city.

- Maintain and enhance resident quality of life;

Future development may provide additional commercial uses and pedestrian connectivity through frontage improvements.

- Promote compatible, well-designed development;

Development will be required to meet City design standards through the Site Plan Review process.

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

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

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

- Future land use mapping;

See first review criteria 1.

- Compatibility with surrounding land uses;

The proposed commercial development pattern would not be incompatible with the surrounding uses and provide a gradual transition from commercial to eventual lower density residential through higher density residential areas.

- Infrastructure and service plans;

Sanitary Sewer for the location is currently located adjacent to the eastern subject property line. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to supply service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service. The property is not subject to



any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges. East Greeneacres Irrigation District would service water.

- Existing and future traffic patterns;

The property is adjacent to McGuire Road, a classified Minor Arterial roadway and Echo Drive, a classified local roadway. Existing rights-of-way do not meet the city's minimum standards and additional rights-of-way would be required at the time of annexation.

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

The proposed site is currently underdeveloped and under-utilized and within the exclusive tier of the Area of City Impact. Incorporating the site into the city will incentivize development within the area, as part of a larger County Island.

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

- Have access to arterial and collector streets;

The proposed development is situated near McGuire road as a minor arterial.

- Help buffer higher and lower intensity development patterns;

The proposed development would buffer the lower intensity development patterns north of the property by the higher density uses to the south being commercial.

- Abut compatible existing uses;

The proposed development is not far from existing multifamily uses and is commercial adjacent.

- Are part of projects involving mixed use or master planned areas;

The proposed site will include a mix of commercial and residential uses.

**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 has determined that the political subdivisions were notified, and the city received no written comments in opposition. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Commission finds that this criterion has been satisfied. Additionally, the offered dedication

of the rights-of-way ill alleviate and assist the provision of public services.

**D. RECOMMENDATION OF THE COMMISSION:**

**Kruger Annexation Initial Zoning, File No. ANNX-23-5:** Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. The Commission deliberated and despite some discussion regarding the compatibility of the project in that location, a motion to recommend approval of the recommended zoning was made, and 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 the applicable approval criteria for applicant's request for Community Commercial Services (CCS) and a High-Density Multi-Family Residential (R-3) zoning.

5/14/24  
Date

[Signature]  
Chairman

[Signature]  
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.**



## Nancy Thurwachter

---

**From:** Polak, Chad M <Chad.M.Polak@p66.com>  
**Sent:** Tuesday, April 30, 2024 8:35 AM  
**To:** Nancy Thurwachter  
**Subject:** FW: NTJ Kruger Annexation File No ANNX-23-5  
**Attachments:** NTJ\_Kruger-CC.pdf

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

Good Morning Nancy,

Based on the location, there is no impact to the YPL ROW or pipeline and we do not have any questions.

Sincerely,

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

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Tuesday, April 30, 2024 9:01 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>; Brenda Marshall <brenda.marshall@williams.com>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <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 <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; 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@aeacom.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>; Post Falls Highway District <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>; Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen

Exhibit PA-5

## Nancy Thurwachter

---

**From:** Jenny Gray <jgray@phd1.idaho.gov>  
**Sent:** Wednesday, May 1, 2024 11:22 AM  
**To:** Nancy Thurwachter  
**Subject:** FW: NTJ Kruger Annexation File No ANN-23-5  
**Attachments:** NTJ\_Kruger-CC.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,

Ryan forwarded this one my way as well. Same comment for this proposal: Any current and/or future commercial/industrial facility that handles and stores chemicals must be part of PHD's Critical Materials inspections. All new facilities that handle/store chemicals must submit a Commercial/Industrial application to PHD for review.

Thanks,



**Public Health**  
Prevent. Promote. Protect.

**Panhandle Health District**

Jenny Gray | Aquifer Protection Program Coordinator  
8500 N. Atlas Rd., Hayden ID 83835  
P: 208-415-5212  
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

**IMPORTANT:** The information contained in this email may be privileged, confidential or otherwise protected from disclosure. All persons are advised that they may face penalties under state and federal law for sharing this information with unauthorized individuals. If you received this email in error, please reply to the sender that you received this information in error. Also, please delete this email after replying to the sender.

---

**From:** Ryan Johnsen <rjohnsen@phd1.idaho.gov>  
**Sent:** Wednesday, May 1, 2024 11:11 AM  
**To:** Jenny Gray <jgray@phd1.idaho.gov>  
**Subject:** FW: NTJ Kruger Annexation File No ANN-23-5



**Public Health**  
Prevent. Promote. Protect.

**Panhandle Health District**

Ryan Johnsen | Sewage Program Coordinator, EHS  
35 Wildcat Way, Suite A, Kellogg, ID 83837  
P: 208-415-5209  
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

**IMPORTANT:** The information contained in this email may be privileged, confidential or otherwise protected from disclosure. All persons are advised that they may face penalties under state and federal law for sharing this information with unauthorized individuals. If you received this email in error, please reply to the sender that you received this information in error. Also, please delete this email after replying to the sender.

**Exhibit PA-6**





# POST FALLS

## SCHOOL DISTRICT #273

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

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               |

Exhibit PA-7

***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

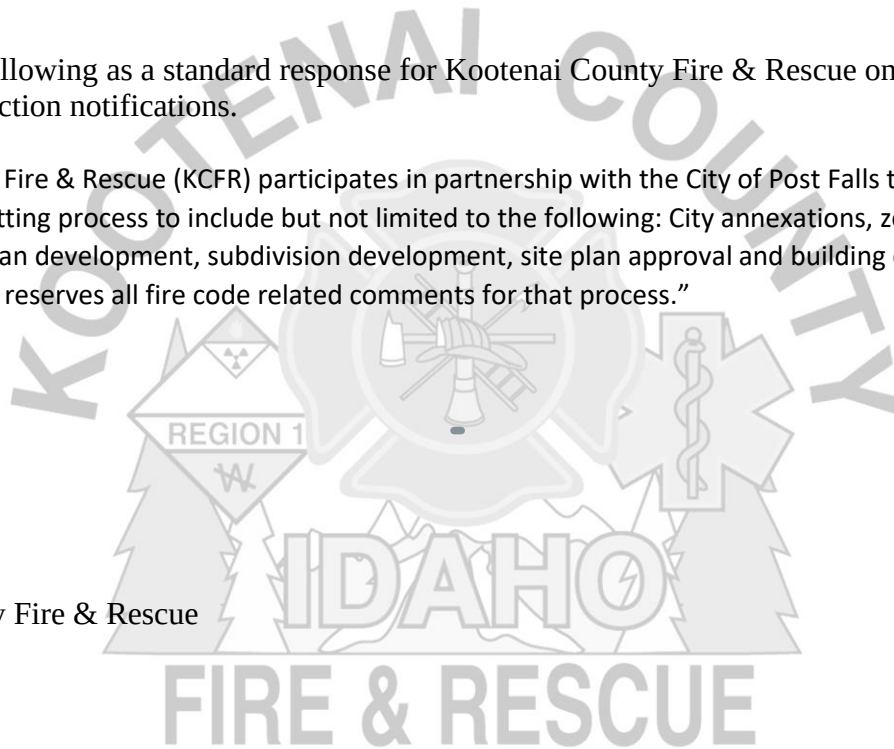


Exhibit PA-8

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Seale, Community Development Director

**SUBJECT:** 4th and Idaho St. Roundabout Design - Clocktower

---

**ITEM AND RECOMMENDED ACTION:**

Staff is asking Council for feedback and approval to allow the developer of the Millworx project to engage artist, Chris Anderson, to design and construct the proposed clock tower as a centerpiece for the 4th Ave. and Idaho St. roundabout currently under construction.

**DISCUSSION:**

City staff has been in communication with the developer of the Millworx project concerning the potential for artwork in the center of the roundabout. When the roundabout construction documents were approved, staff had included a caveat to work with the developer to finish design of the center while the roundabout was under construction. Discussions between staff and the developers found there was a strong desire to install an artistic structure as opposed to the standard hard scape or vegetative design.

Much like many of the roundabouts in communities across the country, a central artwork can highlight the uniqueness of the area. The artwork will not only serve as a centerpiece to the roundabout, it will reflect the city of Post Falls' history and the former mill site.

When the City Center Plan was updated in 2021, public input indicated art was important to the downtown. Under the stakeholder feedback section, the plan states, "Public Art helps establish our culture and attracts visitors. Careful and strategic placement of more public art is essential."

Additionally, the City Center Plan update was incorporated into the Downtown Urban Renewal District, which allocates funding for artwork.

The design is still to be finalized, but the conceptual idea can be seen in the attached rendering and the photos of the model, which include additional metal cutout designs at the base of the clock tower. The cutouts are representative of the designs chosen for this project.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

March 19, 2024 Council Approved the 4th Avenue and Idaho Street Roundabout Construction Improvement Agreement (CIA)

**APPROVED OR DIRECTION GIVEN:**

CIA was approved.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Cost of the artwork will be covered by the Millworx developers with reimbursed as determined by the Urban Renewal Agency.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Clock Tower images Chris Anderson Millworx
2. clock 2
3. clock 1
4. clock 3

























**CITY OF POST FALLS**  
**AGENDA REPORT**  
ADMINISTRATIVE / STAFF REPORTS  
**MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Andrew Arbini, Projects Division Manager, Jaxon Fleshman, Project Manager

**SUBJECT:** Projects Division Staff Report

---

**ITEM AND RECOMMENDED ACTION:**

Projects Division Staff Report and project updates

**DISCUSSION:**

N/A

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

None

**CITY OF POST FALLS**  
**AGENDA REPORT**  
ADMINISTRATIVE / STAFF REPORTS  
**MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Shelly Enderud

**SUBJECT:** City of Post Falls Chamber Representation

---

**ITEM AND RECOMMENDED ACTION:**

The Post Falls Chamber has approached individual City Council members asking for Council representation at Chamber events. This item is intended to facilitate a Council discussion regarding the request and provide Council the option of providing direction for support from the City.

Council discuss increasing Council representation for the Post Falls Chamber and direct staff as appropriate.

**DISCUSSION:**

In the past, the City has paid for Council member attendance at the summer picnic luncheon (sponsored by the City), The State of the City luncheon in the Fall, and the annual recognition gala. Council members attending other luncheons or paid events paid for their attendance individually. Also, some Council members joined the Chamber either individually or through their business.

Currently, Lt. Brian Harrison and Community Development Director, Bob Seale sit on the Chamber Board and attend meetings and events for the Chamber. City Administrator, Shelly Enderud serves in an ad hoc capacity and regularly attends meetings and events for the Chamber.

Staff reached out to Christina from the Chamber regarding the request, and she stated they would love to have all the Council members present at their monthly membership meetings and the annual recognition gala. Connect 4 Lunches are \$25 a month, and it would be best to bill monthly for the remainder of the year, but for 2025, the Chamber can do an Annual pass for \$200 which covers all months and saves \$25 for the year. The annual gala rate is currently \$75 but that may change if they move it to a luncheon. The ribbon cuttings and groundbreakings are numerous, but if a council member could be present at as many as possible, she felt it would mean a lot to members to have elected officials in attendance.

The Chamber also holds some events like Coffee and Connections, their membership celebration event in the Fall and their River City Leadership program. In the past, the City has paid for Council member attendance of the River City Leadership program.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

The cost would be \$275 per Council member for the luncheons and annual recognition gala. River City



Leadership is \$850.

**BUDGET CODE:**

001-411.0000.64010 - Finance would evaluate and increase the travel and meeting line in the Mayor's budget.

**ATTACHMENTS:**

None

**CITY OF POST FALLS  
AGENDA REPORT  
ADMINISTRATIVE / STAFF REPORTS  
MEETING DATE: 5/21/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Bryan Myers, Park Manager  
**SUBJECT:** Kiwanis Park Trail Revision and Maintenance

---

**ITEM AND RECOMMENDED ACTION:**

Staff will provide a report of the trail maintenance work being completed at Kiwanis Park. No action is being requested.

**DISCUSSION:**

The City of Post Falls Urban Forestry Division is currently conducting trail maintenance work at Kiwanis Park. There have been a number of calls to city staff both expressing concern and voicing support for the work being accomplished. There was also a recent press article was written concerning the activities underway. Staff will present the timeline for the work being accomplished, share some photos of the work in progress, and be available for additional questions if needed.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

None