



**CITY COUNCIL
MEETING AGENDA**

**July 2, 2024
5:00 PM**

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

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. Freedom Award Recognition for Joseph Moran

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 06-18-2024, City Council Meeting
- b. Payables 06/12/24 - 06/25/24
- c. April Cash and Investments
- d. Kruger Annexation Denial Letter File No ANN-23-5

- e. Boyd's Landing 1st Addition MDA File No SUBD-23-5
- f. The Post PUD Construction Improvement Agreement
- g. Northshore Subdivision MDA File No SUBD-23-3
- h. Legion Park Annexation Grants of Right-of-Way File No ANNEX-23-7
- i. Legion Park Annexation Grant of Easement File No ANNEX-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. Title 18 and 18A Housekeeping Ordinance TA-24-1

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. Legion Park Annexation Ordinance (ANNEX-23-7)
- b. Tiny Home Performance Standards Ordinance (TA-23-2)

4. NEW BUSINESS

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

ACTION ITEMS:

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Utilities Consumer Confidence Report

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:

- a. Idaho Code 74-206 (1) (c) To acquire an interest in real property not owned by a public agency.

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 REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhiannon O'Neill, Deputy City Clerk
SUBJECT: Minutes 06-18-2024, City Council Meeting

ITEM AND RECOMMENDED ACTION:

Approve the minutes.

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:

1. City Council 06182024 Minutes Unsigned



**CITY COUNCIL
MEETING MINUTES**

**June 18, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

a. **Alcoholic Beverage Fees and Foregone Discussion**

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

The Administration Department reviewed Alcoholic Beverage Fees and Foregone Taxes for the Council. Alcoholic Beverage Fees have not been adjusted in at least eight years. These fees are used to support public safety. The Alcoholic Beverage fees are charged by state, county, and city governments. They are governed by Idaho Code. In order to get a license from the City of Post Falls, you would apply through the State first, then obtain and pay for the Kootenai County license, then fill out the city application and pay the city fee. Staff recommends continuing the fees as established. Any fee changes could be included with the August FY25 Fee Public Hearing. The foregone levy is the authority to increase budget not banked dollars. Staff is recommending a 3-4% budget increase. This would mostly keep up with the inflation of the past year. The Foregone Balance is created by budgeting less than the maximum 3% increase and reserving that amount for future budget increases.

Workshop ended at 5:50pm

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

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

The Government Finance Officers Association has recognized the City of Post Falls with GFOA's Distinguished Budget Presentation Award for our fiscal year 2023 annual budget. Congratulations to the Finance Department.

City Hall and City business offices will be closed Wednesday, June 19th, in observance of Juneteenth.

The Parks and Recreation Department is teaming up with the Police Department to bring the Movies in the Park series. The first movie will be Big Hero 6 on Friday, June 28 at Hilde Kellogg Park, starting at 7pm.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – June 4th 2024, City Council Meeting
- b. Payables 05/30/24 - 06/11/2024
- c. Fleet Division Request to Surplus Vehicles
- d. Ashlar Ranch Subdivision Plat Application
- e. Montrose 17th Addition Construction Improvement Agreement
- f. Hydrilla Estates Subdivision Plat Application
- g. Request for Proposals for Human Resources Consultant to Perform Salary Survey and Compensation Philosophy Review

Motion by City Council Malloy to accept the Consent Calendar as presented.

Second by City Council Ziegler.

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

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. Tiny Home Code TA-23-2

Public Hearing Opened at 6:02 PM

Ethan Porter, Planner Presenting: This is a draft ordinance for the Tiny Home performance standards. This has been seen multiple times. We had some workshops on it. It has been a piggyback of the Cottage Home Ordinance that was approved. With this ordinance, tiny homes will be on permanent foundations and not permitted to be on wheels. Sites can include platted or common lot developments. They are permitted to have garages or carports if desired. Green and open space is required. Predominately, rear or side loaded homes are encouraged and required, which promotes a diverse look. Looking at the definition of tiny homes, they are less than 800 square feet in size (excluding any attached garage). Implementing zoning districts could be R-2, R-3, RM, and LC. They are also allowed in the CCM zone where the development agreement authorizes multifamily residential uses and in CCS and R-1 zones with an approved Special Use Permit. General design standards were reviewed. Front-loaded garages cannot exceed 336 square feet and rear-loaded cannot exceed 500 square feet. Renderings of tiny homes with porches and garages were shown with different options that would conform to the design standards.

Steigleder: Everything that you have shown us is also available to do in the cottage homes?

Porter: Correct. Since cottage homes are bigger products, the size of everything would go up a little bit. They do have that porch requirement as well. Architectural design standards and accessory structures were reviewed. For eight or more units, there must be 550 square feet of green space. For developments with eight or more units, there must be 50% of the common space centrally located with 20% of the green space fronting a street. Fence and parking requirements were presented. The Planning and Zoning Commission wanted to add the restriction that developments can have no more than five acres of contiguous Tiny Home use, which was incorporated into this draft ordinance. Lot area, setbacks, and accessory dwelling unit restrictions were discussed. A rendering of a possible tiny home development was shown.

Steigleder: So in this they would not need any common green space because they're all individually platted?

Porter: Correct, they would have their own green space in their common yard or make sure they meet those standards.

Steigleder: That's one acre?

Porter: I believe it is less than one acre. It gives you an idea of how this would work and that would meet our code for the draft ordinance for tiny homes. Green infrastructure options and regulations were presented.

Steigleder: One of the other options for reducing green space is the electric vehicle charging station. How does that apply to the single-family portion?

Porter: Their own residence would typically have their own hookup in their own garage. We don't have an exact quantity for that. We would make a determination based on the proposal at the time.

Jacobson: There are houses being built that have their own EV charging stations.

Porter: Yes, we would assess that in the building permit.

Steigleder: I'm concerned about the three different ways there are to discount green space.

Porter: Multifamily Tiny Homes standards were given. Site design and orientation for such was presented as well as operation, exterior setbacks, height limitations, parking, and green infrastructure.

Jacobson: On the EV charging, is 1 per 25 really enough to allow a reduction in green space?

Porter: We looked at some multifamily sites and the number of units that are around the city and what they provide for EV charging and that's kind of the ratio it came out to be.

Jacobson: I know it's not that big here yet, but you get into spots where there are significantly more vehicles than charging stations. To me, 1 per 25 just seems like not a whole lot.

Porter: The EV in this area has been slow, so I think with the ratio of what we have and what's provided on some of the multifamily sites, it equals how many people are using it. Things can change quickly though.

Steigleder: Cottage homes are not by right in R1-S or R-1, is that accurate?

Porter: Tiny homes shouldn't be permitted in R1-S outright.

Steigleder: My thought is to allow cottage homes in some of these spaces more freely before we allow tiny homes more freely. Where the tiny home is more of a multifamily structure. In the ordinance, it says to expand opportunities for homeownership and encourage creation of functional usable green space and there's a lot in here that is going to make these tiny homes expensive. I would like to see more cottage homes built before we start going to a product that's even smaller.

Porter: The reality is the material costs will determine the home prices as well. There is less material...

Malloy: Less dirt.

Porter: Correct and less dirt and less maintenance. It does help out with the niche of people wanting to transition out of an apartment and start some homeownership. They can upgrade into a tiny home and then to wherever.

Jacobson: The interesting thing about the dirt that Joe mentioned, in talking with the assessor's office, they said in this part of town that lots, no matter what the size, are being assessed at \$120,000. In theory, if you get less dirt you should pay less, but not according to the assessor.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed At 6:29 PM

Ziegler: It's important to keep in mind that the market is going to drive what type of home is going

to be built on any plot of land. The way I understand it, our function is to provide guidance on the options that are available. If it doesn't make sense to pencil a cottage home compared to a tiny home then the market is going to drive that. We are not here to determine what makes the most sense for the consumer.

Jacobson: Give some different options.

Motion by City Council Malloy to Approve the Tiny Home Code TA-23-2 and direct staff to bring back a formal ordinance to Council.

Second by City Council Walker.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove

Nays: City Council Steigleder

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Adoption of the Water Reclamation Facility (WRF) Facility Planning Study

Craig Borrenpohl Utilities Manager Presenting: I'm here to discuss adoption of the Water Reclamation Facility (WRF) Master Plan. As we look at master planning, really what we are looking to do is answer several questions. What do we have? We have an existing master plan that has guided our planning in the past decade. The existing WRF master plan was adopted in 2013. We have existing facilities that have been developed since the 1980s. Existing flows and existing loading graphs were shown. What do we need, and when are we going to need it? We need to look at growth rates. We compare several growth rates. The growth projections from KMPO are approximately 4.56% which is what we used for this. Looking at what we are going to need, this allows us to forecast our future needs for the 20-year horizon. Everything that we take into the WRF leaves either via liquids or solids. We are trying to plan for both of those facility needs. The preferred solids stream alternative is to continue our contract disposal with Barr-Tech and add thickening stages to increase percent solids and reduce the volume we have to deal with. Recommended liquid stream alternatives are facility improvements and continued planning for the Recycled Water Program as envisioned in the 2013 Facility Plan. The recycled water program is an alternative to the river discharge due to daily phosphorus limits. This would be primarily through land application in the community forest and property already owned on the prairie. Getting back to when we are going to need it. The capital improvement plan lays out what will be built, when, and how much it may cost. The forecasted facility plan layout was viewed. Last question: how are we going to pay for it? The financial plan and rate forecast was shared with the Council. We will be doing check-ins about every two years to see if that plan is where we need to be or where the growth is. It is forecast that the current 2.5% yearly rate increase will continue into the future with this plan.

Jacobson: I was here when we had a 14% increase in the user rates. It was painful. I'm pleased to see it's down to 2.5%, and it will likely remain there.

Steigleder: \$2.9 million over 20 years? Is that what we are looking for to fund what you presented?

Borrenpohl: No, the total capital improvements were \$291 million over 20 years.

Steigleder: So when you get to the \$96 in 2043, is that based on the number of users we have today, or is that projected number of users? I'm assuming that number that we need is distributed over the number of users paying?

Borrenpohl: It is. It accounts for the number of users who are anticipated to be online in 2042.

Motion by City Council Steigleder to Approve the Adoption of the Water Reclamation Facility (WRF) Facility Planning Study.

Second by City Council Malloy.

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

Motion Carried

b. Q'emiln Well Rehabilitation Consulting Services Additional Services Authorization

Bryan Myers Parks Manager Presenting: The Q'emiln Park well was installed in 1975. The water system is owned by the City of Post Falls, but managed by the Parks department. It is regulated by DEQ as well. They have recently found significant deficiencies with the existing system. One of those is that the well casing is substantially corroded. The well does not have a solid casing that prevents surface water and contaminants from entering the well. The other issue is that the pump house is primarily in a pit and is in disrepair. There is evidence of water intrusion into the pumphouse. I'm requesting an additional consulting services agreement for the sum of \$62,290. The contract includes design services project management, an engineering report and topographic survey, a draft public drinking water facility plan, construction plans and specifications, and IDEQ submittal and coordination.

Motion by City Council Malloy to Approve the Q'emiln Well Rehabilitation Consulting Services Additional Services Authorization.

Second by City Council Walker.

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

Motion Carried

c. Spokane Street Rehabilitation, Cooperative Agreement with The Idaho Transportation Department

Andrew Arbini Projects Division Manager Presenting: The City is working with the Idaho Transportation Department (ITD) on a proposal and request that we received to extend the paving limits of the Spokane Street Rehabilitation Project. This presentation is the next step in that process. This presentation also includes item 3. c and 3. d on the agenda for your consideration tonight. The original project limits were shown on the Spokane Street map. This project is funded through a grant that the city received. ITD is interested in extending the paving north from the eastbound ramps to Seltice Way. This area of the street is actually within ITD's jurisdiction, so they are responsible for maintenance of that section of roadway. They recognized that the pavement there is in poor condition and saw our project as an opportunity to accomplish some of that maintenance work now. This is a benefit to both the city and ITD. The first item is

the ITD cooperative agreement which stipulates a lump sum payment to the City of Post Falls for \$700,000. The second item is the Welch Comer Contract amendment for design and construction services for \$90,000 and would be paid or funded out of the \$700,000. In the agreement, we do have language that allows the city to invoice ITD should the project costs exceed \$700,000. Our next steps are design and to negotiate a construction change order with the contractor.

Malloy: Does it also obligate them to pay the invoices if we exceed \$700,000?

Arbini: Yes.

Field Herrington, City Attorney: There's also a non-appropriation clause in the contract.

Arbini: For the Spokane Street Rehabilitation project, construction would begin in July and is estimated to be completed in October. The Post Falls Highway District Bridge Project has already begun and project completion on that is estimated for October.

Jacobson: It's significantly easier to improve stuff when it doesn't come out of the city's budget. We will really reap the benefits of the improvements.

Arbini: ITD really appreciates the coordination between the city and ITD.

Motion by City Council Malloy to Approve the Spokane Street Rehabilitation, Cooperative Agreement with The Idaho Transportation Department and the Engineering Services Contract Amendment.

Second by City Council Walker.

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

Motion Carried

d. Spokane Street Rehabilitation, Engineering Services Contract Amendment

The presentation and vote for this item was done under 3. c.

e. Landmark Place Annexation Ordinance File No. ANNEX-23-2019

Motion by City Council Steigleder to place the Ordinance Landmark Place Annexation Ordinance File No. ANNEX-23-2019 on its first and only reading by title while under suspension of the rules.

Second by City Council Walker.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PARCELS 50N05W-04-3975 & A PORTION OF 50N05W-04-4425 CONSISTING OF APPROXIMATELY 11.148 ACRES, LOCATED IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY AS LOW DENSITY SINGLE-FAMILY RESIDENTIAL (R-1); PROVIDING FOR THE AMENDMENT TO THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

Motion by City Council Steigleder to Approve the Ordinance Landmark Place Annexation File No. ANNEX-23-2019 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Walker.

**Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove,
City Council Steigleder
Motion Carried**

4. NEW BUSINESS

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ACTION ITEMS:

a. Accounts Receivable Write-Offs

Jason Faulkner Finance Director Presenting: Now that we are finished with this year's audit, we need to clear up some things before the next one. We have some accounts receivable items that are old. Some of these items that we have invoiced for we didn't receive them against the receivable item, we just received them into the general ledger. So, when it comes time for audit reports, they like to see anything that was billed, that the Finance Department has gone through the legislative body for approval. I am asking for approval to write these items off. The individual items were listed.

Jacobson: In looking at them, it was \$14,000 and change. Its not a big number and from years ago some of them were received. I thought this was pretty painless. You never want to write anything off, but these amounts were not bad.

**Motion by City Council Malloy to Approve the Accounts Receivable Write-Offs.
Second by City Council Walker.**

**Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove,
City Council Steigleder
Motion Carried**

b. Aggressive Solicitation Ordinance

Field Herrington, City Attorney Presenting: This is a relatively simple item, but I thought it would be helpful to see the previous code section. This was brought to our attention by a Police Officer who was citing one of these codes. Basically, the state code had changed and moved one number, so this came to us to change from a 5 to a 4. In doing so, some of the language was clunky because the prohibition that says, "It shall be unlawful for any person to sit or stand on a highway," reads like we are prohibiting sitting and standing on a highway when really we are prohibiting the soliciting traffic and such on the highway. We did a basic rewrite to say that, "It shall be unlawful for any person to solicit business or contributions from the occupants of a vehicle on the highway." Since this is a straightforward matter, we can go ahead with adoption of the ordinance without having to come back.

**Motion by City Council Malloy to place the Ordinance Agressive Solicitation on its first
and only reading by title only while under suspension of the rules.**

Second by City Council Ziegler.

**Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove,
City Council Steigleder**

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING SECTION 9.20.010 A. RELATING TO SOLICITATION; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by City Council Malloy to Approve the Ordinance Aggressive Solicitation and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Ziegler.

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

Motion Carried

5. CITIZEN ISSUES

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Peter, Resident of Post Falls: Its no surprise with the amount of building that's going on. The Planning and Zoning Commission just approved the North West subdivision. We have more subdivisions coming up. I was wondering if it is time to look into hiring more city inspectors to make sure these home builders are adhering to building codes the state adopted. We can't make stricter building codes, but we can be stricter with adhering to the state building codes. We bought a new build home almost a year ago. We are happy with the home and luckily there are no major problems. We did have a private inspection as all of our neighbors did. Some small things came up and, luckily, they are taking it on themselves to fix it. When they send subs out to repair what was found, it comes out that they were surprised that the city inspector allowed this to come through. It shouldn't be up to private inspectors to find these things. My main concern is that we should look into hiring more inspectors.

Jacobson: I appreciate your concern and bringing it forward. From personal experience, our city inspectors are tough. They do a good job and, again, I know because we've dealt with them. They aren't out of line, but they require things done right. We are cautious, we are in the middle of a budget process. It's one of those things that's always taken into consideration. They eventually probably will have to hire more. From what I've seen, the staff we have right now is doing a very good job at catching things. They are adhering to code and making sure things are built appropriately. We will take it into consideration.

Steigleder: Do we have a process within the city where if a resident has had an inspection and something is still found they can submit that to the city?

Shelly Enderud, City Administrator: A lot of times what happens is on the resale of a home,

something like this may come up. We do have a process that goes through Community Development, and it goes through our building official. There's no formal process, but we get that feedback. It is more from realtors who reach out to the city.

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. Black Bay Construction Update

Robbie Quinn Parks Planner Presenting: This is the phase one scope for the Black Bay Park Project. This phase involves a new arrival plaza and regrading the hillside and lawn area to remedy drainage issues. We will regrade the trail to meet ADA standards and upgrade the beach area. Then the boardwalk construction will begin. The first thing tackled was erosion control near the bay. We put a range of rock sizes mixed in with soil along with tree willow stakes that will grow and prevent future erosion. We also put in a naturalized retaining wall to prevent erosion on the trail area. Next steps will be paving and adding a rail along this wall for the trail. They will now start constructing the arrival plaza and shelter, beach, and boardwalk construction. They will finish re-grading the entrance area. Some project delays were also discussed.

Jacobson: It's great to see the progress. It was a long time coming. We had discussions on the design of that park about 10 or 12 years ago.

7. MAYOR AND COUNCIL COMMENTS

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

Jacobson: Rob, thank you for the cross-walk on Willamette and Chase. We talked last fall. I had someone who lived in that area that asked about a crosswalk near the school there, and it was the wrong time of year. I notice now it's newly painted. Thank you for that. Dave, I ran into a gentleman the other day who wanted me to pass on his appreciation for the trails in the community forest. I know you guys have worked hard on that.

Steigleder Thank you for your staff that did the volunteer day on Saturday at the community forest. I hope for more.

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. (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 City Council Malloy to move into an executive session pursuant to Idaho Code 74-206 (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 but imminently likely to be litigated. Further, that no action will be taken during the session. The session will last approximately ten minutes.

Second by City Council Ziegler.

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

Motion Carried

Executive Session entered at 7:26 PM

Executive Session ended at 7:37 PM

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 7:37 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: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Payables 06/12/24 - 06/25/24

ITEM AND RECOMMENDED ACTION:

Payables

DISCUSSION:

Accounts Payable Check Run 07/03/24/Hand Checks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$860,540.44

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 07.03.24
2. Hand Check list for Check run 07.03.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13165 - Check Run 07.03.24 06.25.24
Vendor Set: 01 - Vendor Set 01

Check Date: 6/26/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN08624	HALLMARK HOMES				
APMWB	Check	BOND RELEASE - 2882 N. WRENLEY	BOND RELEASE - 2882 N. WRENLEY	001-22115	2,000.00
VEN14968	IPay Solutions				
APMWB	Check	6.24.24	Unable to locate acct 08075400 TE Werkheiser	001-17340	105.00
VEN14620	Our Lady of Victory School				
APMWB	Check	06/20/24	Damage Deposit Refund	001-22080	250.00
VEN14633	TAMARACK MOUNTAIN HOMES				
APMWB	Check	BOND RELEASE - 1252 W. MISS HANA	BOND RELEASE - 1252 W. MISS HANA	001-22115	2,000.00
Balance Sheet Accounts Total:					4,355.00
Dept: 412 Information Systems					
A017	A-Tec, Inc.				
APMWB	Check	6287	Annual OpenEye license renewal	001-412.0000.66014	1,029.60
D070	Dell Marketing LP				
APMWB	Check	10755869715	City Hall 2nd floor A/V machine	001-412.0000.80010	985.12
		10755869598	06-2024 Laptop refresh	001-412.0000.80010	1,469.12
		10754241868	06-2024 Workstation refresh	001-412.0000.80010	2,761.72
Dept 412 Total:					6,245.56
Dept: 414 Finance					
A4280	Alpine Summit CPAs				
APMWB	Check	11583	Audit Progress Billing	001-414.0000.62091	2,500.00
Dept 414 Total:					2,500.00
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	92187	Ink cartridge for Postage Machine	001-415.0000.63070	492.00
C291	Coeur d' Alene Press				
APMWB	Check	0000023944-06082	CDA Press Ordinance 1508 Publishing	001-415.0000.62000	44.19
		0000023945-06082	CDA Press Ordinance 1509 Publication	001-415.0000.62000	93.47
Dept 415 Total:					629.66
Dept: 418 Human Resources					
I025	ICMA - Memberships				
APMWB	Check	116715006.13.2024	ICMA Membership renewal - Janet	001-418.0000.64020	200.00
Dept 418 Total:					200.00
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	18003610	PD 2015 Impala AC Part	001-421.0000.67100	344.00
		18003571	PD Vehicle AC Parts	001-421.0000.67100	170.00
		18009120	PD 2014 Impala Radiator	001-421.0000.67100	140.00
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transfer	207601	PD Traffic Crash Reports	001-421.0000.63210	299.89
A600	Awards Etc.				
APMWB	Electronic Funds Transfer	35504	10-Yr Plaque - Koontz	001-421.0000.63060	70.00
VEN14905	Car Wash Plaza				
APMWB	Check	1159	PD Car Washes, May	001-421.0000.67170	100.00
C220	Coleman Oil Co				
APMWB	Check	CP-0140661	PD Gasoline	001-421.0000.64030	5,180.41
G020	Galls, LLC				
APMWB	Electronic Funds Transfer	028147229	SRT Operator Insignia	001-421.4000.72000	16.33

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1154494	PD10989 Tires	001-421.0000.67190	500.00
		197-1154783	PD11011 Tires	001-421.0000.67190	569.00
		197-1154408	PD10991 EAG Enforcers	001-421.0000.67190	564.00
		197-1154407	PD10990 EAG Enforcer	001-421.0000.67190	564.00
VEN07726	Jon Dekeles				
APMWB	Check	061224	Chaplain Stipend, May 2024	001-421.0000.62370	100.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11312484	911 Interpretation Services	001-421.0000.65030	288.05
VEN14015	Midway Hyundai				
APMWB	Check	178602	PD11009 Tires Mount & Balance	001-421.0000.67170	684.76
		178525	PFPD144 Tires Mount & Balance	001-421.0000.67170	208.95
		178605	Tuscon Suspension Alignment	001-421.0000.67170	208.95
		178710	PFPD126 Tires Mount & Balance	001-421.0000.67170	208.95
		178711	PFPD126 Tires	001-421.0000.67190	696.76
N001	Napa Auto Parts				
APMWB	Check	3688-298433	PFPD115 Dual Fan Assembly	001-421.0000.67100	143.98
		3688-297544	PFPD Tool - Grinder Wheel	001-421.0000.67100	104.49
		3688-297766	PFPD133 - DOHC 24 Valves	001-421.0000.67100	100.06
		3688-298580	PFPD120 - Idler Pulley, Serpentine Belt	001-421.0000.67100	88.48
		3688-297692	PFPD Stock - Wheel Cover, AC Flush	001-421.0000.67100	37.98
		3688-298826	PFPD122 - Canister Purge Sol	001-421.0000.67100	47.03
		3688-297801	PFPD133 - Serpentine Belt	001-421.0000.67100	17.62
		2688-297389	PFPD136 Brake Pad & Rotors	001-421.0000.67100	220.35
		3688-297635	PFPD120 Battery & Core Deposit	001-421.0000.67100	140.86
		2688-297767	PFPD133 - DOHC 24 Valves	001-421.0000.67100	17.75
		3688-297540	PFPD101 Battery & Core Deposit	001-421.0000.67100	210.12
		3688-298319	PFPD126 - Battery & Core Deposit	001-421.0000.67100	140.89
		3688-294712	PD Stock - Core Deposits & Returns	001-421.0000.67100	-234.37
		3688-297622	PFPD Stock - Sand Pads	001-421.0000.67100	11.13
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	51644	Applicant PEP Testing	001-421.0000.62040	125.00
P220	Post Falls Area Chamber of				
APMWB	Check	68962	2024 Community Recognition Gala	001-421.0000.64010	600.00
		69531	RCLA Graduation Lunch	001-421.0000.64010	100.00
		69528	Chamber Lunch	001-421.0000.64010	125.00
P4384	Proforce Law Enforcement				
APMWB	Check	549349	Duty Holsters & Magazine	001-421.0000.63500	299.93
		550623	Tasers	001-421.0000.67020	5,525.25
VEN14817	Public Safety Psychological Services				
APMWB	Check	4703	Applicant Psych Evals	001-421.0000.62040	960.00
S022	Salt Lake Wholesale Sports				
APMWB	Check	97967	2024 Ammunition	001-421.0000.63300	651.00
S0760	Seltice Laundry				
APMWB	Check	8/215	PD Car Wash	001-421.0000.67170	7.31
S275	Solar Eclipse				
APMWB	Check	51058	P1518 Rock Chip Repair	001-421.0000.67170	19.95
		52039	PFPD137 Rock Chip Repair	001-421.0000.67170	39.95
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4582846	Herborn Tower Rent	001-421.0000.62040	661.60
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240105639-00	PFPD Stock - Fuses, Connectors, Etc.	001-421.0000.67100	298.70
T118	TPI Embroidery				
APMWB	Check	11264	New Hire Uniform Embroidery	001-421.4000.72000	54.96
Dept 421 Total:					21,429.07
Dept: 423 Oasis					
VEN14964	Monica Flood-Brennan, P.C.				
APMWB	Check	CV28-23-7954	VSU Attorney Services	001-423.1153.68400	1,495.00
VEN14365	Valiant Law				
APMWB	Check	23-12628	23PF24685 VSU Client Services	001-423.1153.68400	1,495.00

Dept 423 Total: 2,990.00

Packet: APPKT13165 - Check Run 07.03.24 06.25.24

Check Date: 6/26/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 424 Legal					
VEN14845	Smith & Malek, PLLC				
APMWB	Check	Invoice #50595	PF vs KC Treasury	001-424.0000.62040	2,363.84
Dept 424 Total:					2,363.84
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0140661	PD Gasoline	001-427.0000.64030	115.07
Dept 427 Total:					115.07
Dept: 431 Streets					
VEN05261	CDA PAVING				
APMWB	Check	96198	Dumping Asphalt/Gravel mix	001-431.0000.68130	7.99
		96147		001-431.0000.68130	201.10
		96092	Dumping Asphalt/Gravel Mix	001-431.0000.68130	81.88
VEN01373	Intermountain Sign & Safety				
APMWB	Check	18959	Aluminum Blanks	001-431.0000.63260	75.00
		18879b	Quantity Revision of original invoice	001-431.0000.68100	1,360.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	970850	Asphalt to pave Potlatch Road	001-431.0000.68130	8,874.68
		972320	Asphalt to pave 1st Ave Culdesac	001-431.0000.68130	6,515.08
		972790	Asphalt for Catherine St. skin patch	001-431.0000.68130	3,498.60
		974718	Mixed Sand & Gravel	001-431.0000.68130	333.69
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T2060624BM-4	Road Scholar Training	001-431.0000.64020	60.00
VEN01774	M.S. Industries Inc				
APMWB	Check	310541	18" Pro Laser Weld 12MM - Concrete Cutter	001-431.0000.68130	344.70
N001	Napa Auto Parts				
APMWB	Check	3688-298535	Milwaukie Blower Kit	001-431.0000.67090	349.99
B100	Owen Equipment Company				
APMWB	Check	130371	Elgin Broom Bear Training	001-431.0000.64020	651.82
R251	Serights Ace Hardware				
APMWB	Check	356207/1	Brush Knife	001-431.0000.67090	66.58
		356188/1	Propane & Magnetic Tape	001-431.0000.68100	42.79
		356078/1	Propane	001-431.0000.68130	8.12
		355980/1	Cross Sprinkler pipe fixture	001-431.0000.68130	9.89
		355989/1	Glue	001-431.0000.68130	21.59
		356206/1	nuts & bolts	001-431.0000.68130	39.54
		355970/1	Caster Plate	001-431.0000.68130	7.19
		356250/1	Stihl Engine Oil	001-431.0000.68130	15.60
		355985/1	Toilet Bowl Cleaner	001-431.0000.68130	3.59
		355979/1	Thread Seal, Poly adapter	001-431.0000.68130	6.25
		356036/1	Nuts & bolts	001-431.0000.68130	2.39
T106	Titan Truck Equipment				
APMWB	Check	1367931	S129 Upfit	001-431.0000.90010	4,719.43
		1370085		001-431.0000.90010	297.30
W095	Welding Fabrication Services				
APMWB	Check	24954	Gate remotes	001-431.0000.68130	470.40
W180	Western States Equipment				
APMWB	Check	IN002820660	Grinder Teeth	001-431.0000.68130	487.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	713848	Limestone Cement	001-431.0000.68130	870.20
Dept 431 Total:					29,422.49
Dept: 433 Facility Maintenance					
A281	Allied Fire & Security				
APMWB	Check	1514573	City Hall Fire Security	001-433.0000.68010	198.87
K100	Kootenai County Solid Waste				
APMWB	Check	09-99675	bean bag disposal	001-433.0000.68010	3.25

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
P310	Platt Electric Supply				
APMWB	Check	6281173	Light bulbs	001-433.0000.63720	532.13
		6298091	ballasts	001-433.0000.63720	366.02
VEN04236	Ramey's Yard Care				
APMWB	Check	733485	pest control	001-433.0000.68010	115.00
S0760	Seltice Laundry				
APMWB	Check	8.219	Laundry service	001-433.0000.63160	40.20
		8.217		001-433.0000.63160	30.30
		8.218		001-433.0000.63160	26.93
		8.216		001-433.0000.63160	24.12
R251	Serights Ace Hardware				
APMWB	Check	355238.1	Windshield washer fluid	001-433.0000.63730	17.96
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	525827	Paper supplies CH and PD	001-433.0000.63140	55.72
		525311	paper supplies CH and PD	001-433.0000.63140	554.24
		525312	Cleaning supplies CH and PD	001-433.0000.63150	189.19
		526594	paper supplies CH and PD	001-433.0000.63150	472.90
Dept 433 Total:					2,626.83
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4195251903	Fleet laundry & Rug Service	001-434.0000.63160	69.40
		4195960882	Fleet Laundry & Rug Service	001-434.0000.63160	69.40
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5004671	Mirror - C103	001-434.0000.63012	343.65
VEN14707	Metro Express Carwash				
APMWB	Check	INV0008	March 2024 Fleet Car Washes	001-434.0000.68014	190.00
		INV0035	April 2024 Fleet Car Washes	001-434.0000.68014	210.00
		INV0070	May 2024 Fleet Car Washes	001-434.0000.68014	300.00
N001	Napa Auto Parts				
APMWB	Check	3688-297650	Stock Filters	001-434.0000.63011	28.93
		3688-297509	2 step headlight	001-434.0000.63012	105.56
		3688-297650	Stock Filters	001-434.0000.63012	28.92
				001-434.0000.63013	24.79
		3688-298371	tools	001-434.0000.67090	866.82
		3688-298380	Fluid Evacuation Unit	001-434.0000.67090	171.83
R251	Serights Ace Hardware				
APMWB	Check	356069/1	Cable-Ferrule stops	001-434.0000.63013	20.64
		356251/1	Lithium Batteries	001-434.0000.67090	30.07
S275	Solar Eclipse				
APMWB	Check	50779	Window Tint - S555	001-434.0000.67170	280.00
T106	Titan Truck Equipment				
APMWB	Check	1370056	50/50 Transfer Tank	001-434.0000.63012	1,540.55
VEN13040	Turf Star Western				
APMWB	Check	INV023927	Electrical System repair - P455	001-434.0000.67170	310.00
Dept 434 Total:					4,590.56
Dept: 442 Cemetery					
G098	Grainger				
APMWB	Check	9150486059	wrench x 2	001-442.0000.67090	232.76
H003	H.D. Fowler Company				
APMWB	Check	16725406	Mainline irrigation parts	001-442.0000.68230	308.10
		16728512	Mainline irrigation parts	001-442.0000.68230	193.98
N001	Napa Auto Parts				
APMWB	Check	3688-297962	socket	001-442.0000.67090	15.31
R251	Serights Ace Hardware				
APMWB	Check	356432/1	rake/shovel	001-442.0000.67090	60.44
		356418/1	fan	001-442.0000.67090	59.49
VEN07745	Wilbert Funeral Services				
APMWB	Check	mm20311	McSparrin	001-442.0000.63760	192.00
		mm20312	Schafer	001-442.0000.63760	192.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	mm20313	Schmuland	001-442.0000.63760	192.00
		mm18529	Alentano	001-442.0000.63760	240.00
		mm18553	Fitzgerald	001-442.0000.63760	240.00
		mm18538	Aviles	001-442.0000.63760	1,420.00
		mm18848	Seibert	001-442.0000.63760	1,335.00
		mm18543	Morris	001-442.0000.63760	1,156.00
		mm18853	Wallace	001-442.0000.63760	988.00
		mm18556	R. Johnson	001-442.0000.63760	323.00
		mm18851	Lloyd	001-442.0000.63760	627.00
		mm20368	Greer	001-442.0000.63760	300.00
		mm18540	buffington	001-442.0000.63760	192.00
Dept 442 Total:					8,267.08
Dept: 443 Parks					
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13575	Key for Toolbox	001-443.0000.67030	4.49
G098	Grainger				
APMWB	Check	9150421346	Gaskets for Stock	001-443.0000.67030	17.51
		9154881974	Marking paint in several colors	001-443.0000.68160	808.80
H003	H.D. Fowler Company				
APMWB	Check	16716204	Irrigation Part	001-443.0000.68230	30.35
H1957	Horizon				
APMWB	Electronic Funds Transf	2S211806	Weed eater heads	001-443.0000.66190	65.98
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0173920	Community Garden Bid Set Plan Updates	001-443.0000.62040	1,909.60
VEN06705	Most Dependable Fountains INC				
APMWB	Check	INV77782	Drinking Fountain for White Pine Tennis Ct	001-443.0000.68250	4,450.00
N001	Napa Auto Parts				
APMWB	Check	3688-297898	Fert Pump Toggle	001-443.0000.66190	5.46
R060	Ragan Equipment Co.				
APMWB	Check	01-142212	Service Blower	001-443.0000.66190	37.50
R1691	River City Paint & Decorating				
APMWB	Check	56561	Paint for All Parks	001-443.0000.68160	140.61
		56438	Stain & staining pad for benches	001-443.0000.68160	50.77
		56460	Q'emiln Paint & Stain	001-443.1658.62330	150.85
VEN09319	Rolled Steel Products, Inc				
APMWB	Check	IN92358	Roofing for Woodbridge Project	001-443.0000.94180	1,305.21
R251	Serights Ace Hardware				
APMWB	Check	356357/1	Propane for BBQ	001-443.0000.64030	13.05
		356140/1	Oil for mowers	001-443.0000.66190	9.98
		356189/1	Hooks for Parks	001-443.0000.67030	4.76
		355794/1	Hardware for North Parks	001-443.0000.67030	29.68
		355893/1	Air tool kit	001-443.0000.67090	31.49
		355897/1	Rose Fertilizer	001-443.0000.68200	42.43
		356092/1	Fertilizer for Plants	001-443.0000.68200	21.58
		355832/1	Flowers	001-443.0000.68210	55.66
		356118/1	Irrigation Parts	001-443.0000.68230	20.13
		355940/1	Irrigation Part for Woodbridge	001-443.0000.68230	2.68
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	142832426-001	Irrigation Parts for South Side	001-443.0000.68230	20.72
T106	Titan Truck Equipment				
APMWB	Check	1370056	50/50 Transfer Tank	001-443.0000.66190	1,540.56
VEN01248	United Crown Pump & Drilling				
APMWB	Check	107329	Pump and installation for Falls Park Pond	001-443.1658.62330	6,811.26
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	526613	Cleaning Supplies for Parks	001-443.0000.63150	1,503.63
Z026	Ziegler Lumber Co #017				
APMWB	Check	712049	Trim for Woodbridge Project	001-443.0000.94180	146.70
		712043	Underlayment for Woodbridge Project	001-443.0000.94180	89.95
Dept 443 Total:					19,321.39

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 445 Recreation					
VEN01020	Cindy Jacobs				
APMWB	Check	06/24/24	May Contractual Payment	001-445.0000.62040	81.90
N2332	Collins, Tom				
APMWB	Check	06/24/24	May Contractual Services	001-445.0000.62040	288.30
R996	Reiber, Crystal				
APMWB	Check	06/24/24	June Contractual Payment	001-445.0000.62040	280.00
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transf	06/24/24	Contractual Payment June	001-445.0000.62040	1,364.84
Dept 445 Total:					2,015.04
Dept: 451 Planning & Zoning					
D070	Dell Marketing LP				
APMWB	Check	10755962626	Planner I Workstation	001-451.0000.80010	1,258.69
Dept 451 Total:					1,258.69
Dept: 454 Community Development Admin					
I283	Inland Northwest Partners				
APMWB	Check	Robert Seale	Bob Seale - INP 2024 Summer Meeting Regi	001-454.0000.64010	50.00
Dept 454 Total:					50.00
Dept: 481 Capital Improvements/Contracts					
VEN14850	Legacy Heating and Cooling				
APMWB	Check	19793661	PD HVAC Maintenance	001-481.0000.68395	462.50
Dept 481 Total:					462.50
Fund 001 Total:					108,842.78
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	INV0148223	June 2024 consulting fees	003-482.0000.62040	2,500.00
Dept 482 Total:					2,500.00
Fund 003 Total:					2,500.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
C1799	Cerium Networks				
APMWB	Check	I105300	911 and Admin phone system integration prc	008-426.0000.92090	12,100.62
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	8281889630	Dual band portables	008-426.0000.91560	1,201.10
Dept 426 Total:					13,301.72
Fund 008 Total:					13,301.72
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
B2010	Bill Bozly				
APMWB	Check	06/20/24	Contractual Payment for PFF Band	023-446.1601.62040	450.00
		06/18/24	Contractual payment for PFF Band	023-446.1601.62040	500.00
VEN14792	Charlie Roan				
APMWB	Check	06/20/24	Contractual payment for PFF Band	023-446.1601.62040	650.00
C2406	Coast, Pat				
APMWB	Check	06/17/24	Contractual Payment for PFF Band	023-446.1601.62040	300.00
		06/20/24	Contractual Payment for PFF Band	023-446.1601.62040	600.00
C3199	Colton, Kathy				
APMWB	Check	06/17/24	Contractual Payment PFF Band	023-446.1601.62040	650.00
VEN14967	Darryl Anderson				
APMWB	Check	06/20/24	Contractual Payment for PFF Sound	023-446.1601.62040	5,000.00
E0401	Egeland, Kevin				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB G1311	Check Greene, Ron	06/18/24	Contractual Payment for PPF Band	023-446.1601.62040	1,000.00
APMWB M1872	Check Morse, Lyle	06/18/24	Contractual Payment for PPF Band	023-446.1601.62040	500.00
APMWB VEN01544	Check Paul Mata	06/20/24	Contractual payment for PPF Band	023-446.1601.62040	175.00
APMWB VEN14793	Check Rusty Jackson	06/17/24	Contractual payment for PPF Band	023-446.1601.62040	600.00
APMWB	Check	06/18/24	Contractual Payment for PPF Band	023-446.1601.62040	600.00
Dept 446 Total:					11,025.00
Fund 023 Total:					11,025.00

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354090-028	Chase Rd BNSF RR-Xing Project	037-431.0000.95136	3,115.47
Dept 431 Total:					3,115.47
Fund 037 Total:					3,115.47

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN13635	Big Sky ID, Corp				
APMWB	Check	230428-PN3	Black Bay Phase 1	038-443.0000.94070	140,894.88
VEN12724	Civitas, Inc				
APMWB	Check	26744	Black Bay Park Project Schedule B	038-443.0000.94070	3,316.50
		26803	Black Bay Schedule A Bid Service	038-443.0000.94070	9,742.50
		26802	Black Bay Park Schedule B Bid Service	038-443.0000.94070	3,454.40
Dept 443 Total:					157,408.28
Fund 038 Total:					157,408.28

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003033715	High Pressure	650-463.0000.68025	8.79
VEN03129	Barr Tech LLC				
APMWB	Check	9704	Bio Solids Disposal May 2024	650-463.0000.62150	67,632.36
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4195252218	WW Uniforms	650-463.4000.72000	165.00
VEN14791	Eurofins Enviroment Testing Northern California, LLC				
APMWB	Electronic Funds Transf	3200136212	May 2024 PCB Testing	650-463.0000.68360	1,291.67
F070	Fire Safety Specialists				
APMWB	Check	26727	Annunal Fire Safety Inspections	650-463.0000.63110	693.63
G098	Grainger				
APMWB	Check	9149429855	SNAP-OFF UTILITY KNIFE,6 IN	650-463.0000.68025	31.23
		9148042436	Check Valves	650-463.0000.68025	502.58
H002	H & E Equipment Services Inc				
APMWB	Check	99430190	Telahandler man basket	650-463.0000.90010	2,500.00
H1957	Horizon				
APMWB	Electronic Funds Transf	2S210075	Stormwater Supplies	650-463.0000.68025	954.16
I129	Idaho Rural Water Assoc.				
APMWB	Check	2879	Membership Dues 6/30/2024-6/30/2025	650-463.0000.62060	332.50
		E6153	Instrumentation Operators, Ben, Garrett & Ar	650-463.0000.64020	360.00
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2024-5899	Mag delivery	650-463.0000.63008	3,530.80
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0173928	May 2024 Biosolids Hopper Engineering Ser	650-463.3125.95520	5,603.60
VEN09639	McHugh Bromley PLLC				
APMWB	Check	1000 4122	May Reuse Legal Support	650-463.0000.62010	55.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N040	NCL of Wisconsin, Inc.				
APMWB	Check	504839	Lab Supplies	650-463.0000.63400	881.43
		504437	QA/QC Standard	650-463.0000.63400	144.95
B100	Owen Equipment Company				
APMWB	Check	00130340	1-1/4" Ball Valve	650-463.0000.68025	828.03
		00130352	1" Ball Valve	650-463.0000.68025	311.20
		24050011	Service Charge	650-463.0000.68025	54.52
		00130352a	1" Ball Valve	650-463.0000.68025	-225.59
R251	Serights Ace Hardware				
APMWB	Check	355925/1	Cable, Wire Rope, Spring Snap	650-463.0000.68025	66.53
		355973/1	ALCOHOL 99% 1GAL	650-463.0000.68025	43.18
		356173/1	Cleaner	650-463.0000.68025	16.72
		355931/1	Auto Cut Spool	650-463.0000.68025	37.78
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	526133	Towels	650-463.0000.63400	428.85
Dept 463 Total:					86,248.92
Dept: 466 Wastewater - Collections					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4195252218	WW Uniforms	650-466.4000.72000	165.01
C3090	Columbia Electric Supply				
APMWB	Check	1120-1017229	115V Module	650-466.0000.68021	710.50
F1000	Ferguson Waterworks				
APMWB	Check	0043372	10" & 8" Gasket/Bolt	650-466.0000.68021	632.28
		0043520	8" & 10" Ring Gasket	650-466.0000.68021	114.57
I129	Idaho Rural Water Assoc.				
APMWB	Check	2879	Membership Dues 6/30/2024-6/30/2025	650-466.0000.62060	332.50
VEN12936	Rocky Mountain Valve & Automation, Inc				
APMWB	Check	003149	Greensferry Check Valves	650-466.3104.68400	8,097.00
U145	USABlue Book				
APMWB	Check	INV00380760	Rainstopper Inflow Shield 18"	650-466.0000.68021	1,139.50
V0275	Vermeer Mountain West				
APMWB	Check	07126570	Locator Verifier G3+ Utility Package w/Coil C650-466.0000.90010		5,332.00
Dept 466 Total:					16,523.36
Fund 650 Total:					102,772.28
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0173831	May 2024 WRF FPS Enginnering Services	651-463.3209.95500	5,524.45
		0173830	Tertiary Upgrade JUB Invoice May 2024	651-463.3213.90015	114,348.01
Dept 463 Total:					119,872.46
Fund 651 Total:					119,872.46
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	200143-48	Ponderosa LS Ardurra Invoice May 2024	652-463.3214.95520	825.00
		210583-28	Bentley LS Ardurra Invoice May 2024	652-463.3230.95520	1,219.75
VEN11676	Keller Associates, Inc				
APMWB	Check	0241703	12th Ave FM Keller Invoice May 2024	652-463.3228.95520	895.25
Dept 463 Total:					2,940.00
Fund 652 Total:					2,940.00
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	39913	Wood Waste	700-461.0000.65050	142.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2451672	Dumpsters for Parks	700-461.0000.65050	428.61
K100	Kootenai County Solid Waste				
APMWB	Check	10-30289/10-13717	Yard waste	700-461.0000.65050	1.30
		10-30289/10-13932	Refuse	700-461.0000.65050	32.50
		1030289/10-04978	Big Can Refuse	700-461.0000.65050	13.00
		10-30289/10-10296	Spokane St. Wood Waste	700-461.0000.65050	10.80
Dept 461 Total:					628.21
Fund 700 Total:					628.21
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	138972	Coliform Presence/Absence	750-462.0000.68360	60.00
		138891		750-462.0000.68360	150.00
		138904		750-462.0000.68360	150.00
		139139		750-462.0000.68360	90.00
		138999		750-462.0000.68360	150.00
		139138		750-462.0000.68360	30.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96109	Couplers & Bushings	750-462.0000.63280	41.92
		96335	Water Shop Supplies	750-462.0000.63280	121.68
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011917067.001	2" Meter Spacer	750-462.0000.63280	632.58
C3814	Co-op Supply. INC.				
APMWB	Check	344621	Sample Supplies - Alcohol	750-462.0000.68360	131.96
F070	Fire Safety Specialists				
APMWB	Check	26727	Annunal Fire Safety Inspections	750-462.0000.63110	693.62
F1275	Fox Trailer Sales				
APMWB	Check	405346	Drop Hitch & Pintel Hitch	750-462.0000.66190	750.00
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1494830	1" Meter M55, USG	750-462.0000.68235	3,350.00
G098	Grainger				
APMWB	Check	9158405325	Well #11 MIOX	750-462.0000.68025	16.58
		9158586801	Well #11 Miox	750-462.0000.68025	660.20
H003	H.D. Fowler Company				
APMWB	Check	I6720281	Water Stock Supplies	750-462.0000.63280	5,355.89
		I6722580	CURB BOX, METER BOX	750-462.0000.63280	3,119.68
		I6722928	2" DROP IN METER GASKET 1/8"	750-462.0000.63280	200.50
		I6722581	1" RUBBER METER GASKET 1/8"	750-462.0000.63280	84.00
		I6722428	Water Stock Parts	750-462.0000.63280	4,990.82
		I6733998	12" GROUND LINE EXTENSION KIT	750-462.0000.63280	2,603.76
H1957	Horizon				
APMWB	Electronic Funds Transf	2S211972	Hydrant Fill Station Repair- Air One Station	750-462.0000.63280	1,277.10
I340	Interstate Concrete & Asphalt				
APMWB	Check	972729	- 5/8" TOP COURSE	750-462.0000.63280	277.68
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0173840	Well House 4 Replacement	750-462.3227.95550	8,290.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6271144/1	Oil Change & Filter on Truck # W119	750-462.0000.67170	320.73
N001	Napa Auto Parts				
APMWB	Check	3688-298552	Fuse	750-462.0000.63280	8.12
		3688-298498	Toolbox Lift Supports W115	750-462.0000.67090	145.25
		290317	Adapter & Ratchet	750-462.0000.67090	164.40
		3688-298553	Lift Support	750-462.0000.67170	-29.05
N0991	Norco Inc				
APMWB	Check	40962195	Safety Hat, Fire Extinguisher & First Aid Kit	750-462.0000.63110	50.28
		40961186	Type R Class 3 Breathable	750-462.0000.63110	77.80
		40899396	Rib Stop Bib	750-462.0000.63110	78.84
		40848300	Reflective Vest Yellow	750-462.0000.63280	22.03

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	40847765	Saw Blades	750-462.0000.67090	227.99
R251	Check		Serights Ace Hardware		
APMWB	Check	355930/1	Shop Supplies Water	750-462.0000.63280	72.62
		356351/1	Water shop supplies	750-462.0000.63280	46.29
		356166/1	Coupler 3/4"	750-462.0000.63280	38.65
		356259/1	Vactor Nozzel parts, glass cleaner	750-462.0000.63280	32.73
		355855/1	Bushing	750-462.0000.63280	17.95
		356226/1	Bolt - Hydrant fill ststion repair	750-462.0000.63280	14.80
		356350/1	Vactor Trailer Repair	750-462.0000.66111	35.99
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240110215-00	Hex Screws	750-462.0000.63280	42.83
Dept 462 Total:					34,596.22
Fund 750 Total:					34,596.22

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

VEN14948	Century West Engineering Corp.				
APMWB	Check	248297	April 2024 Water Distribution Engineering	753-462.3225.95500	7,403.92
		247832	January 2024 Water Distribution Engineering	753-462.3225.95500	9,259.49
VEN14957	Sonray Enterprises LLC				
APMWB	Check	12th Ave FM Pay App	12th Ave FM Sonray Pay Application #2	753-462.3237.95520	154,583.17
Dept 462 Total:					171,246.58
Fund 753 Total:					171,246.58
Report Total:					728,249.00



Fund	Account	Amount
001 - GENERAL FUND		
	001-17340	105.00
	001-22080	250.00
	001-22115	4,000.00
	001-412.0000.66014	1,029.60
	001-412.0000.80010	5,215.96
	001-414.0000.62091	2,500.00
	001-415.0000.62000	137.66
	001-415.0000.63070	492.00
	001-418.0000.64020	200.00
	001-421.0000.62040	1,746.60
	001-421.0000.62370	100.00
	001-421.0000.63060	70.00
	001-421.0000.63210	299.89
	001-421.0000.63300	651.00
	001-421.0000.63500	299.93
	001-421.0000.64010	825.00
	001-421.0000.64030	5,180.41
	001-421.0000.65030	288.05
	001-421.0000.67020	5,525.25
	001-421.0000.67100	1,999.07
	001-421.0000.67170	1,478.82
	001-421.0000.67190	2,893.76
	001-421.4000.72000	71.29
	001-423.1153.68400	2,990.00
	001-424.0000.62040	2,363.84
	001-427.0000.64030	115.07
	001-431.0000.63260	75.00
	001-431.0000.64020	711.82
	001-431.0000.67090	416.57
	001-431.0000.68100	1,402.79
	001-431.0000.68130	21,799.58
	001-431.0000.90010	5,016.73
	001-433.0000.63140	609.96
	001-433.0000.63150	662.09
	001-433.0000.63160	121.55
	001-433.0000.63720	898.15
	001-433.0000.63730	17.96
	001-433.0000.68010	317.12
	001-434.0000.63011	28.93
	001-434.0000.63012	2,018.68
	001-434.0000.63013	45.43
	001-434.0000.63160	138.80
	001-434.0000.67090	1,068.72
	001-434.0000.67170	590.00
	001-434.0000.68014	700.00
	001-442.0000.63760	7,397.00
	001-442.0000.67090	368.00
	001-442.0000.68230	502.08
	001-443.0000.62040	1,909.60
	001-443.0000.63150	1,503.63
	001-443.0000.64030	13.05
	001-443.0000.66190	1,659.48
	001-443.0000.67030	56.44
	001-443.0000.67090	31.49
	001-443.0000.68160	1,000.18
	001-443.0000.68200	64.01

001-443.0000.68210	55.66	
001-443.0000.68230	73.88	
001-443.0000.68250	4,450.00	
001-443.0000.94180	1,541.86	
001-443.1658.62330	6,962.11	
001-445.0000.62040	2,015.04	
001-451.0000.80010	1,258.69	
001-454.0000.64010	50.00	
001-481.0000.68395	462.50	
	Fund 001 Total:	108,842.78
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040	2,500.00	
	Fund 003 Total:	2,500.00
008 - 911 SUPPORT		
008-426.0000.91560	1,201.10	
008-426.0000.92090	12,100.62	
	Fund 008 Total:	13,301.72
023 - SPECIAL EVENTS		
023-446.1601.62040	11,025.00	
	Fund 023 Total:	11,025.00
037 - STREETS IMPACT FEES		
037-431.0000.95136	3,115.47	
	Fund 037 Total:	3,115.47
038 - PARKS IMPACT FEES		
038-443.0000.94070	157,408.28	
	Fund 038 Total:	157,408.28
650 - RECLAIMED WATER OPERATING		
650-463.0000.62010	55.00	
650-463.0000.62060	332.50	
650-463.0000.62150	67,632.36	
650-463.0000.63008	3,530.80	
650-463.0000.63110	693.63	
650-463.0000.63400	1,455.23	
650-463.0000.64020	360.00	
650-463.0000.68025	2,629.13	
650-463.0000.68360	1,291.67	
650-463.0000.90010	2,500.00	
650-463.3125.95520	5,603.60	
650-463.4000.72000	165.00	
650-466.0000.62060	332.50	
650-466.0000.68021	2,596.85	
650-466.0000.90010	5,332.00	
650-466.3104.68400	8,097.00	
650-466.4000.72000	165.01	
	Fund 650 Total:	102,772.28
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3209.95500	5,524.45	
651-463.3213.90015	114,348.01	
	Fund 651 Total:	119,872.46
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520	825.00	
652-463.3228.95520	895.25	
652-463.3230.95520	1,219.75	
	Fund 652 Total:	2,940.00
700 - SANITATION		
700-461.0000.65050	628.21	
	Fund 700 Total:	628.21
750 - WATER OPERATING		
750-462.0000.63110	900.54	
750-462.0000.63280	19,001.63	
750-462.0000.66111	35.99	
750-462.0000.66190	750.00	
750-462.0000.67090	537.64	
750-462.0000.67170	291.68	
750-462.0000.68025	676.78	
750-462.0000.68235	3,350.00	

	750-462.0000.68360	761.96
	750-462.3227.95550	8,290.00
	Fund 750 Total:	34,596.22
753 - WATER CAPITAL		
	753-462.3225.95500	16,663.41
	753-462.3237.95520	154,583.17
	Fund 753 Total:	171,246.58
	Report Total:	728,249.00

ACCOUNTS PAYABLE HANDCHECK ACCOUNTAE

6/12/2024	\$210.00	96904 John Kunz
6/14/2024	\$94.13	96910 AT&T
6/14/2024	\$76,963.26	96911 AVISTA Utilities
6/14/2024	\$104.97	96912 Charter Communications
6/14/2024	\$1,786.38	96913 Ricoh USA Inc.
6/14/2024	\$84.16	96914 Ziply Fiber
6/21/2024	\$318.06	96915 Arrow Construction Supply
6/21/2024	\$48,236.60	96916 Robideaux Motors Co Inc
6/21/2024	\$104.97	96917 Charter Communications
6/21/2024	\$16.94	96918 Charter Communications
6/21/2024	\$154.98	96919 Charter Communications
6/21/2024	\$900.00	96920 East Greenacres Irrigation Water Shut-Offs
6/21/2024	\$2,164.03	99621 Kootenai County Solid Waste
6/21/2024	\$452.96	96922 Ricoh USA Inc.
6/21/2024	\$700.00	96923 Ross Point Water
	\$132,291.44	

ABILITY FOR CHECK RUN 07.02.24

Pay before next check run	001-431.0000.68130
Pay Before Due Date	Various
Pay before Due Date	Various
Pay before Due Date	001-443.0000.65030
Pay before Due Date	Various
Pay before Due Date	650-463.0000.65030
Check from 2/24 lost in mail reissue	650-466.0000.63330
Truck ready for pick up	001-434.0000.90010
Pay before Due Date	001-443.0000.65030
Pay Before Due Date	001-417.0000.63080
Pay before Due Date	001-442.0000.65030
Pay before next check run	750-462.3317.33610
pay before Due Date	Various
Pay before Due Date	001-445.0000.66050
Pay Before next check run	750-462.3317.33610

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: April 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:

185348858.08

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 April 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 123,823.40	79.0%
	Personnel	126,235.68	59,872.44	47.4%
		<u>283,065.68</u>	<u>183,695.84</u>	64.9%
412 - INFORMATION SYSTEMS	Operating	78,225.00	62,155.20	79.5%
	Capital	-	-	0.0%
	Personnel	408,212.48	204,665.18	50.1%
		<u>486,437.48</u>	<u>266,820.38</u>	54.9%
413 - GENERAL SERVICES	Operating	25,750.00	10,234.77	39.7%
	Personnel	545,410.82	277,662.83	50.9%
		<u>571,160.82</u>	<u>287,897.60</u>	50.4%
414 - FINANCE	Operating	558,310.00	385,997.62	69.1%
	Personnel	651,585.17	350,655.17	53.8%
		<u>1,209,895.17</u>	<u>736,652.79</u>	60.9%
415 - CITY CLERK	Operating	50,353.00	27,012.14	53.6%
	Capital	-	-	0.0%
	Personnel	86,293.92	47,426.25	55.0%
		<u>136,646.92</u>	<u>74,438.39</u>	54.5%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	38,357.96	532.7%
	Capital	-	-	0.0%
	Personnel	152,168.84	80,632.28	53.0%
		<u>159,368.84</u>	<u>118,990.24</u>	74.7%
418 - HUMAN RESOURCES	Operating	6,450.00	12,541.32	194.4%
	Personnel	229,055.84	128,422.47	56.1%
		<u>235,505.84</u>	<u>140,963.79</u>	59.9%
421 - POLICE	Operating	1,088,447.43	1,010,561.02	92.8%
	Capital	268,000.00	113,090.95	42.2%
	Personnel	8,827,638.38	4,059,361.03	46.0%
		<u>10,184,085.81</u>	<u>5,183,013.00</u>	50.9%
423 - OASIS	Operating	4,000.00	23,966.32	599.2%
	Capital	-	18,109.00	0.0%
	Personnel	120,791.50	73,993.61	61.3%
		<u>124,791.50</u>	<u>116,068.93</u>	93.0%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	89,550.81	109.8%
	Capital	-	-	0.0%
	Personnel	966,606.62	445,559.20	46.1%
		<u>1,048,156.62</u>	<u>535,110.01</u>	51.1%
427 - ANIMAL CONTROL	Operating	16,250.00	6,097.62	37.5%
	Personnel	196,579.03	103,434.39	52.6%
		<u>212,829.03</u>	<u>109,532.01</u>	51.5%
431 - STREETS	Operating	2,086,266.00	(24,948.11)	-1.2%
	Capital	6,545,637.00	1,496,196.24	0.0%
	Personnel	1,576,792.45	762,496.71	48.4%
		<u>10,208,695.45</u>	<u>2,233,744.84</u>	21.9%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	6,500.45	33.7%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>6,500.45</u>	33.4%
433 - FACILITY MAINTENANCE	Operating	42,080.00	20,560.03	48.9%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	337,784.38	165,097.79	48.9%
		<u>444,124.85</u>	<u>224,583.96</u>	50.6%
434 - FLEET MAINTENANCE	Operating	251,497.00	138,720.30	55.2%
	Capital	3,070,307.01	1,916,955.94	62.4%
	Personnel	484,534.45	236,745.16	48.9%
		<u>3,806,338.46</u>	<u>2,292,421.40</u>	60.2%
435 - -GIS	Operating	60,230.00	48,831.55	81.1%
	Personnel	193,780.63	102,529.16	52.9%
		<u>254,010.63</u>	<u>151,360.71</u>	59.6%
441 - URBAN FORESTRY	Operating	52,750.00	59,859.32	113.5%
	Capital	212,224.06	107,825.40	0.0%
	Personnel	275,303.32	144,617.23	52.5%
		<u>540,277.38</u>	<u>312,301.95</u>	57.8%
442 - CEMETERY	Operating	111,145.00	84,992.76	76.5%
	Capital	30,000.00	28,358.36	0.0%
	Personnel	241,654.51	126,405.67	52.3%
		<u>382,799.51</u>	<u>239,756.79</u>	62.6%
443 - PARKS	Operating	924,624.00	373,099.83	40.4%
	Capital	1,622,062.39	457,821.01	28.2%
	Personnel	1,434,320.84	681,304.77	47.5%
		<u>3,981,007.23</u>	<u>1,512,225.61</u>	38.0%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	466,649.22	100,052.61	21.4%
		<u>466,649.22</u>	<u>100,052.61</u>	21.4%
445 - RECREATION	Operating	219,814.00	109,476.83	49.8%
	Capital	-	5,534.60	0.0%
	Personnel	966,002.14	399,431.67	41.3%
		<u>1,185,816.14</u>	<u>514,443.10</u>	43.4%
451 - PLANNING & ZONING	Operating	337,419.00	10,926.52	3.2%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	376,748.90	165,453.24	43.9%
		<u>764,167.90</u>	<u>203,036.76</u>	26.6%
452 - BUILDING INSPECTOR	Operating	30,600.00	28,909.05	94.5%
	Personnel	773,410.60	414,870.12	53.6%
	Capital	-	-	
		<u>804,010.60</u>	<u>443,779.17</u>	55.2%
453 - ENGINEERING	Operating	45,100.00	11,215.27	24.9%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	803,098.02	395,160.48	49.2%
		<u>878,198.02</u>	<u>429,532.75</u>	48.9%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	29,248.08	34.4%
	Capital	-	-	0.0%
	Personnel	225,457.51	119,434.88	53.0%
		<u>310,527.51</u>	<u>148,682.96</u>	47.9%
465 - STREET LIGHTS	Operating	650,000.00	423,273.78	65.1%
		<u>650,000.00</u>	<u>423,273.78</u>	65.1%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	768,503.42	57.7%
	Capital	-	70,323.40	0.0%
		<u>1,331,114.00</u>	<u>838,826.82</u>	63.0%
482 - PERSONNEL POOL	Operating	4,557,500.00	2,658,541.69	58.3%
	Personnel	(263,698.14)	32,814.94	-12.4%
		<u>4,293,801.86</u>	<u>2,691,356.63</u>	62.7%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>44,972,962.47</u>	<u>20,519,063.27</u>	45.6%
002 - INSURANCE FUND	Operating	337,326.00	326,860.00	96.9%
		<u>337,326.00</u>	<u>326,860.00</u>	96.9%
003 - PERSONNEL FUND	Operating	51,800.00	17,624.26	34.0%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	2,566,209.08	55.1%
		<u>4,712,500.00</u>	<u>2,583,833.34</u>	54.8%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	19,440.97	11.6%
	Capital	-	-	
		<u>168,000.00</u>	<u>19,440.97</u>	11.6%
008 - 911 FUND	Operating	2,873,482.54	189,161.74	6.6%
	Capital	-	463,041.31	0.0%
	Personnel	83,266.04	45,537.86	54.7%
		<u>2,956,748.58</u>	<u>697,740.91</u>	23.6%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	457.28	0.0%
		<u>7,900,000.00</u>	<u>457.28</u>	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	373,339.05	8.0%
	Capital	-	-	
		<u>4,640,000.00</u>	<u>373,339.05</u>	8.0%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	7,233.20	13.7%
		<u>52,820.00</u>	<u>7,233.20</u>	13.7%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		<u>202,500.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	436,121.50	21.8%
		<u>2,000,000.00</u>	<u>436,121.50</u>	21.8%

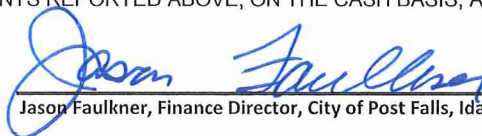
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED April 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	20,102.11	0.9%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>20,102.11</u>	0.9%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,207,961.91	0.0%
	Capital	643,647.90	236,728.33	
		<u>3,623,647.90</u>	<u>1,444,690.24</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	5,014.36	0.0%
	Capital	2,800,000.00	444,080.02	15.9%
		<u>3,760,000.00</u>	<u>449,094.38</u>	11.9%
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 incl: ww, collections, recycled, surface	Operating	15,298,842.41	6,769,807.63	44.3%
	Capital	5,345,000.00	299,470.02	5.6%
	Personnel	2,312,097.10	1,159,105.22	50.1%
		<u>22,955,939.51</u>	<u>8,228,382.87</u>	35.8%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	342,462.50	13.8%
	Capital	5,601,350.00	7,701,899.95	137.5%
		<u>8,076,275.00</u>	<u>8,044,362.45</u>	99.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	1,695,267.93	5.8%
		<u>29,135,000.00</u>	<u>1,695,267.93</u>	5.8%
700 - SANITATION FUND	Operating	3,688,815.00	2,267,091.91	61.5%
		<u>3,688,815.00</u>	<u>2,267,091.91</u>	61.5%
750 - WATER OPERATING FUND	Operating	1,783,309.45	849,147.91	47.6%
	Capital	3,044,500.00	303,236.90	
	Personnel	952,804.40	460,162.62	48.3%
		<u>5,780,613.85</u>	<u>1,612,547.43</u>	27.9%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	575,916.47	14.3%
		<u>4,037,153.75</u>	<u>575,916.47</u>	14.3%
GRAND TOTAL		<u>\$ 151,355,302.06</u>	<u>\$ 49,301,545.31</u>	32.6%

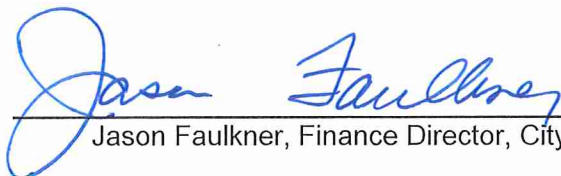
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


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

City of Post Falls
Cash and Investments
4/30/2024

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	48,008,079.04
LGIP Acct 1441	282,206.83
First Financial Equity Corporation	
General Accts Investments	23,498,513.98
Contingency Accts	9,808,638.70
Replacement & Reserve Accts	56,547,265.14
Moreton Capital Investments	
Moreton Securities	20,188,412.45
Mountain West bank	
Repurchase Sweep Account	26,939,050.87
Checking Account	75,003.07
Cash on Hand	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	255.00
Park	208.00
Planning and Zoning	150.00
Total	<u><u>\$ 185,348,858.08</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
4/30/2024

FUND	BALANCE 03/31/2024	RECEIPTS	DISBURSEMENTS	BALANCE 04/30/2024
001 - GENERAL FUND	\$ 35,737,826.91	\$ 3,681,063.65	\$ 3,044,902.09	\$ 36,373,988.47
002 - COMPREHENSIVE LIABILITY	585,550.67	\$ 14,481.06	\$ 1,391.14	598,640.59
003 - PERSONNEL BENEFIT POOL	(417,046.17)	\$ 392,329.42	\$ 390,103.89	(414,820.64)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	167,272.53	\$ 1,486.90	\$ 3,171.57	165,587.86
008 - 911 SUPPORT	2,688,502.16	\$ 527,699.93	\$ 10,794.67	3,205,407.42
011 - FACILITY BUILDING RESERVE	12,042,413.13	\$ 41,068.07	\$ -	12,083,481.20
017 - ANNEXATION FEES	1,863,175.39	\$ 23,164.51	\$ 53,333.33	1,833,006.57
023 - SPECIAL EVENTS	366,367.15	\$ 12,250.95	\$ 85.42	378,532.68
029 - CEMETERY CAPITAL IMPROVEMENT	466,064.54	\$ 16,520.99	\$ -	482,585.53
034 - KOOTENAI FIRE/EMS IMPACT FEES	70,622.74	\$ 37,063.92	\$ 55,683.00	52,003.66
035 - PUBLIC SAFETY IMPACT FEES	2,563,634.85	\$ 42,353.70	\$ 2,871.73	2,603,116.82
037 - STREETS IMPACT FEES	6,170,974.31	\$ 159,955.96	\$ 7,106.74	6,323,823.53
038 - PARKS IMPACT FEES	6,118,582.23	\$ 146,073.81	\$ 43,136.76	6,221,519.28
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(77,655.09)	\$ 1,275.06	\$ -	(76,380.03)
450 - LID GUARANTEE	18,167.71	\$ 51.33	\$ -	18,219.04
650 - RECLAIMED WATER OPERATING	55,937,180.65	\$ 1,973,591.68	\$ 1,105,853.73	56,804,918.60
651 - RECLAIMED WATER CAPITAL - WWTP	2,511,497.42	\$ 384,099.76	\$ 238,248.29	2,657,348.89
652 - RECLAIMED WATER CAPITAL - COLLECTOR	25,213,902.61	\$ 1,244,661.12	\$ 344,532.73	26,114,031.00
653-WASTEWATER STORM WATER	-	\$ 831.17	\$ 831.17	-
700 - SANITATION	1,366,557.42	\$ 408,637.87	\$ 392,747.25	1,382,448.04
750 - WATER OPERATING	23,538,290.47	\$ 333,552.67	\$ 332,588.64	23,539,254.50
753 - WATER CAPITAL	5,043,802.69	\$ 84,455.16	\$ 95,132.90	5,033,124.95
GRAND TOTAL:	\$ 181,944,704.44	\$ 9,526,668.69	\$ 6,122,515.05	\$ 185,348,858.08

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: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Thurwachter, Planning Admin
SUBJECT: Kruger Annexation Denial Letter File No ANN-23-5

ITEM AND RECOMMENDED ACTION:

Review and sign the denial letter.

DISCUSSION:

Following the public hearing on May 21, 2024, the Council determined that annexation is not appropriate at this time.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Following the public hearing on May 21, 2024, the Council determined that annexation is not appropriate at this time.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Kruger Annexation Denial

KRUGER ANNEXATION
File No. ANNEX-23-5
City Council Legislative Decision

A. INTRODUCTION:

APPLICANT: Verdis

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

REQUEST: Annex Approx. 6.869-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS) on the southern 2.49-acres and the northern 2-acres as High Density Multi-Family Residential (R-3) and the remaining area being rights-of-way.

B. DECISION:

Following a public hearing on May 21, 2024, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

Date

Mayor

Attest

NOTICE OF RIGHTS:

THIS DECISION IS NOT APPEALABLE. THE APPLICANT MAY REAPPLY FOR ANNEXATION IN THE FUTURE.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Thurwachter, Planning Admin
SUBJECT: Boyd's Landing 1st Addition MDA File No SUBD-23-5

ITEM AND RECOMMENDED ACTION:

Review and sign the Master Development Agreement for Boyd's Landing 1st Addition Subdivision File No SUBD-23-5

DISCUSSION:

The Planning & Zoning Commission held a public hearing on January 9, 2024 and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

The Planning & Zoning Commission held a public hearing on January 9, 2024 and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MDA Applicant signed_Boyd's Landing 1st Addition SUBD-23-5

**MASTER DEVELOPMENT AGREEMENT
FOR
BOYD'S LANDING 1st ADDITION SUBDIVISION
(File No. SUBD-23-5)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Northern Lights Development LLC, 179 E. Wilbur Avenue, Dalton Gardens, ID 83815**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **4.87** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Boyd's Landing 1st Addition Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-23-5, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Boyd's Landing 1st Addition Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **January 9, 2024** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Boyd's Landing 1st Addition Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is described as follows:

The West Half of Tract 43, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 78, records of Kootenai County, Idaho ("Property").

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER
Northern Lights Development, LLC
179 E. Wilbur Avenue
Dalton Gardens, ID 83815

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

necessary to protect, assert or enforce any such rights or remedies. City is expressly allowed to withhold approval of issuance of building or construction permits when a material condition of default exists or a claim for default is pending.

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1 Supersedure by Subsequent Laws

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

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping

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

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty-one (21)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and Agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-23-5, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, Boyd's Landing 1st Addition Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

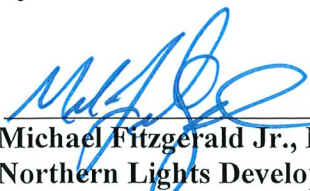
Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



**Michael Fitzgerald Jr., Managing Member,
Northern Lights Development LLC**

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

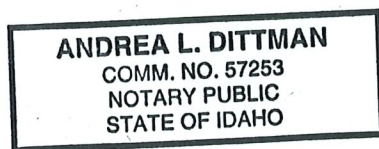
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

ACKNOWLEDGMENT

STATE OF Idaho)
 :SS
County of Kootenai)

This record was acknowledged before me on 6.11.24 by **Michael Fitzgerald, II** as **Managing Member of Northern Lights Development, LLC.**



Andrea L. Dittman
Notary Public for the State of Idaho
Residing at: Kootenai County
Commission Expires: 1.5.29

BOYD'S LANDING FIRST ADDITION

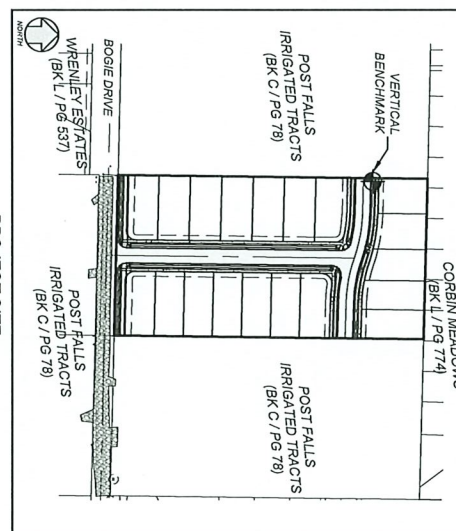
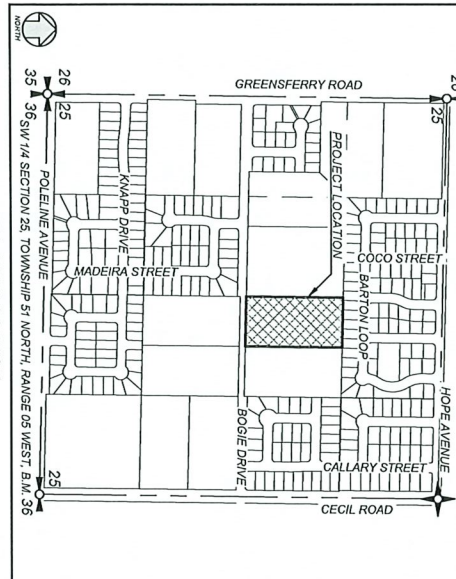
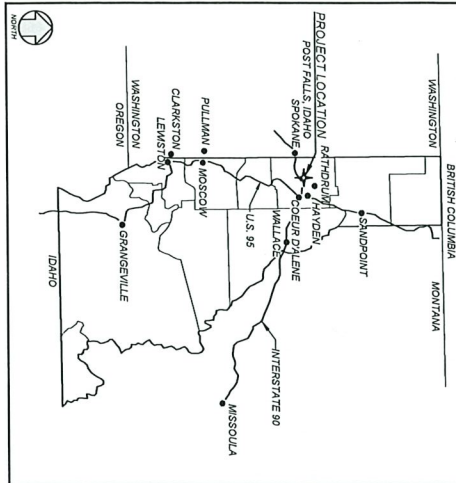
PRELIMINARY SUBDIVISION

CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Exhibit No. 1



PRELIMINARY
NOT FOR CONSTRUCTION



CONTACT INFORMATION

PROJECT OWNER
NORTHERN LIGHTS DEVELOPMENT, LLC
179 E. WILBUR AVENUE
DALTON GARDENS, IDAHO 83815
PH: (208) 704-2000

PROJECT ENGINEER

LAKE CITY ENGINEERING, INC.
126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PH: (208) 676-0230

PROJECT MATRIX

LEGAL DESCRIPTION: WEST HALF OF TRACT 43, BLOCK 25,
POST FALLS IRRIGATED TRACTS
(BK C / Pg 78)

AREA: 4.87 ACRES

UTILITY CONTACT LIST

AVISTA (POWER/GAS): (208) 769-1343
KOOTENAI ELECTRIC (POWER): (208) 765-1243
SPECTRUM (COMM): (208) 277-9452
ZIPPLY FIBER (COMM): (208) 762-2664
TDS (FIBER): (208) 920-1666

INDEX OF SHEETS

1. TITLE SHEET
2. PRELIMINARY SUBDIVISION PLAN
3. PRELIMINARY UTILITY PLAN
4. PROJECT DETAILS AND EXISTING CONDITIONS MAP

VERTICAL BENCHMARK

SET 1/2" REBAR WITH BLUE PLASTIC CAP
LOCATED NEAR THE NORTHWEST
PROPERTY CORNER
ELEV: 2224.21 (NAVD 89)

BOYD'S LANDING FIRST ADDITION

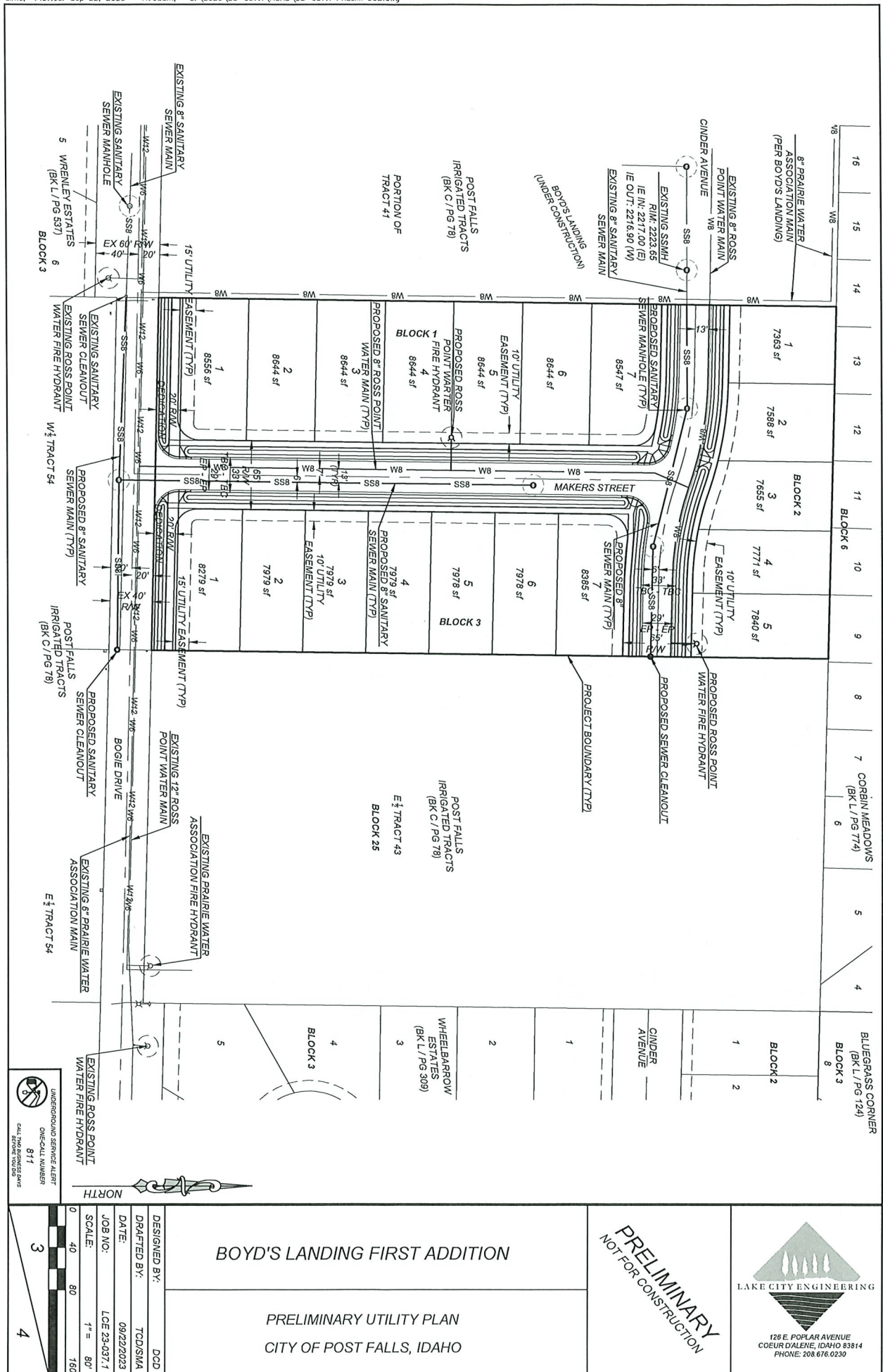
TITLE SHEET

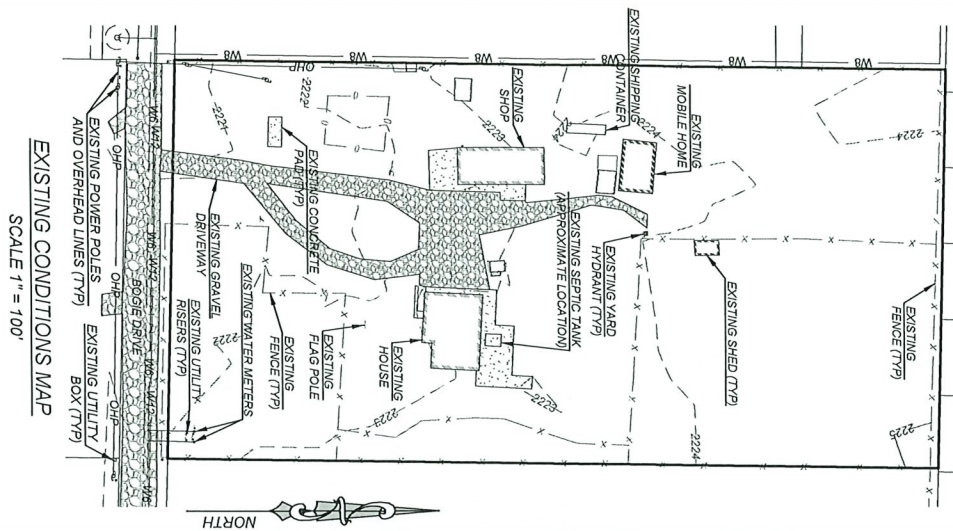
CITY OF POST FALLS, IDAHO

DESIGNED BY: DCD
DRAFTED BY: TCD/SMA
DATE: 09/22/2023
JOB NO: LOE 23-037.1
SCALE: N.T.S.



1
4

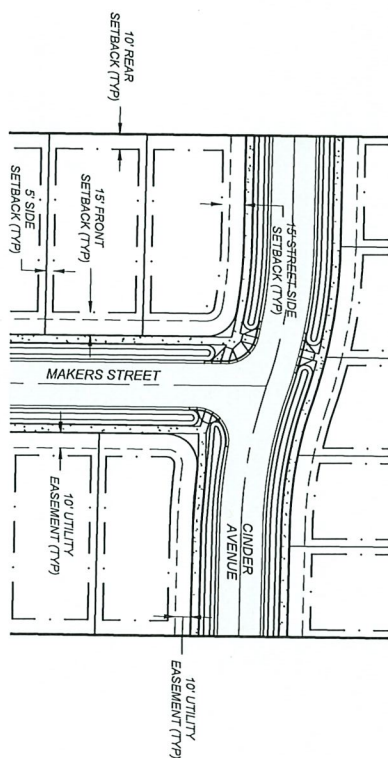




EXISTING CONDITIONS MAP
SCALE 1" = 100'

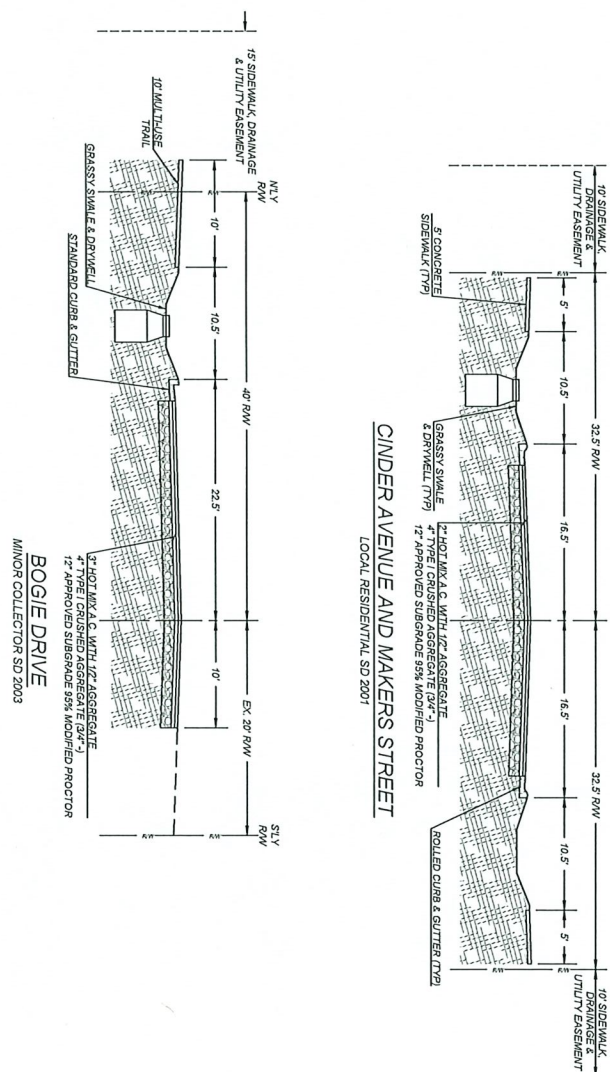
SCALE 1" = 100'

**NOTE: MIN 20' TO FRONT OF GARAGE FROM
PROPERTY LINE OR BACK OF WALK, WHICHEVER
IS CLOSER TO THE GARAGE.**



TYPICAL LOT SETBACKS

SCALE 1" = 80'



CINDER AVENUE AND MAKERS STREET
LOCAL RESIDENTIAL SD 2001

LOCAL RESIDENTIAL SD 2007

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

4 4

BOYD'S LANDING FIRST ADDITION

PROJECT DETAILS AND EXISTING CONDITIONS MAP
CITY OF PSOT FALLS, IDAHO

PRELIMINARY
NOT FOR CONSTRUCTION



REASONED DECISION

**Boyd's Landing 1st Addition Subdivision
File No. SUBD-23-5
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Lake City Engineering, Inc.

LOCATION: Generally located north of E. Bogie Dr., halfway between N. Cecil Rd. and N. Greensferry Rd.

REQUEST: Subdividing approximately 4.87 acres into 19 Single-Family Residential Lots. As depicted in Exhibit A-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Will Serve
5. A-5 Owner Authorization
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 YPL Comments
11. PA-2 PHD Comments
12. PA-3 PFPD Comments
13. PA-4 DEQ Comments
14. PZ Staff Report
15. Testimony at the January 9, 2024, Planning and Zoning Commission ("Commission") hearing including:

The Planning and Zoning Commission (hereinafter "Commission"), at the request at a public hearing, the hearing was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 4.87 acres into 19 single-family lots within the Single-Family Residential (R-1) zoning designation. The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property Northern Lights Development, LLC, is represented by the Applicant, Drew Dittman of Lake City Engineering, Inc. He testified that the applicant requests approval to subdivide approximately 4.87 acres into 19 single-family lots within the Single-Family Residential (R-1) zoning designation.

Mr. Porter explained that the property is generally located north of E. Bogie Drive, halfway between N. Cecil Road and N. Greensferry Road whose current land use is Large Lot Single Family Home in

(R-1) zoning. He testified that the water provider is Ross Point Water District, with wastewater services provided by the City of Post Falls.

Mr. Porter testified regarding the surrounding uses, explaining that to the east are two single county households and to the north, south and west are either existing or developing single family residential subdivisions. The surrounding area is predominantly (R-1) zoning and single family homes.

Mr. Porter testified as to the proposed subdivision plan including the connective north-south road from E. Bogie Drive leading to a cross-road, tying into the adjacent properties and enhancing inter-connectivity for the proposed 19 single family homes. The proposed lot widths are 60 feet or higher and the lots themselves are greater than or at 6,500 square feet meeting compliance with the official bulk and placement table. Mr. Porter identified some of the other proposed and existing roadways through the adjacent subdivision to show the connectivity and traffic circulation.

Mr. Porter testified regarding the first review criteria, ensuring provisions have been made for an adequate quantity and quality of water supply for the type or subdivision proposed. He testified that the Ross Point Water District will provide water as evidenced by a will serve letter demonstrating that this review criteria is met by the proposal. He noted that the second criteria regarding public sewage systems is also met as the city has adequate capacity to service the subdivision as proposed.

As to the third review criteria, he stated that the subdivision layout, as proposed, is consistent with the Transportation Master Plan and Design Standards by demonstrating the overarching connectivity through the proposal and the adjacent properties as shown out on the Applicant's proposed layout.

Under the fourth review criteria, Mr. Porter testified that the site is located over the Rathdrum Prairie Aquifer and that no known soil or topographical conditions have been identified as hazards at this time supporting a finding that all areas of the proposed subdivision are compatible with the proposed subdivision uses.

Mr. Porter testified regarding the fifth review criteria, stating that the proposed lots and layout complies with the Single-Family Residential (R-1) zoning designation and Title 17. In supporting of this finding the lots sizes and widths, as well as the road layouts support good circulation for traffic and the proposal complies with the (R-1) zoning and the preliminary plat.

Finally, as to the last review criteria, Mr. Porter testified that impact fees would be assessed and collected on individual building permits at the time of issuance to offset costs to parks, public safety, multi-modal pathways, streets, and fire and EMS.

Mr. Porter commented on the potential adverse impact upon the delivery of systems by political subdivisions providing services within the city. However, after sending out notices to various jurisdictions and agencies, only a few remained neutral or had no comment. As a result, there was no adverse impact noted or commented on, and Mr. Porter believes that the review criteria were met in that regard.

In response to questions from the Commission, Mr. Porter explained that as a condition of approval the applicant will be making improvements to E. Bogie Drive as well as their frontage improvements for the subdivision.

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman testified that the applicant is also building the adjacent subdivision and is treating this application as an extension of that existing subdivision with the same builder. He stated that the project is a typical straight-forward subdivision, (R-1) zoning, in-fill development, completely surrounded by R-1. There will be 19 single-family units on approximately 5 acres and Ross Point

Water approved the service for the property with the sanitary service to be provide by the City of Post Falls.

Public Testimony:

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

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

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

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

The Commission determines that Ross Point Water District will provide water service to the project. The applicant had provided a will-serve letter from the water district stating they have the capacity, willingness, and intent to serve the 19 lot subdivision as proposed.

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

The Commission determines that the city of Post Falls has adequate capacity and is willing to provide service to the subdivision as proposed.

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

The Commission determines that the subdivision and proposed layout are consistent with the city's Transportation Master Plan by improving and widening E. Bogie Drive, the adjacent collector, and finding that the proposed connectivity throughout the subdivision with the adjacent local streets further supports approval.

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

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

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

The Commission determines that this subdivision and proposed lots conform to Title 17 and Title 18 requirements for Single-Family Residential (R-1) zoning by providing lots meeting or exceeding the minimum lot size and frontage requirements.

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

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

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

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-10 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision must be completed in a single phase.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
6. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
7. Direct access from residential lots to E. Bogie Drive shall be prohibited on the face of the plat.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along E. Bogie Drive, including all landscaping, irrigation, and removal of snow from sidewalks and trails.
10. Existing septic systems shall be abandoned in compliance with Panhandle Health District requirements.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

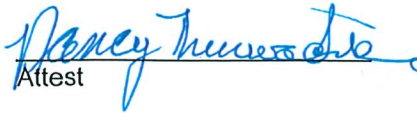
REASONED DECISION

SUBD-23-5: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Boyd's Landing 1st Addition Subdivision, SUBD-23-5, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on _____

3/12/24
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: The Post PUD Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

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

DISCUSSION:

This Agreement reflects the construction phase of The Post PUD project. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is an 83-lot subdivision, with the application for plat submitted by Coeur Development, LLC.

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. Draft CIA 6.18.24

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

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

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

The Post PUD

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

ATTACHMENT "A"

EXHIBIT A

LEGAL DESCRIPTION

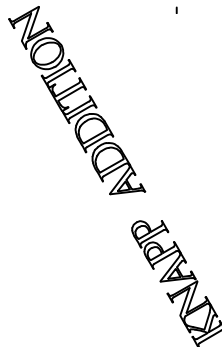
TRACT 60, BLOCK 25, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLAT, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT RIGHT OF WAY FOR POLELINE AVENUE AND CECIL ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 60, THENCE SOUTH $88^{\circ}35'25''$ EAST 662.09 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CECIL ROAD; THENCE SOUTH $00^{\circ}41'27''$ WEST, ALONG LAST SAID WESTERLY RIGHT OF WAY LINE, 611.39 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH $60^{\circ}37'42''$ WEST 127.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF POLELINE AVENUE; THENCE NORTH $88^{\circ}36'40''$ WEST, ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE, 512.16 FEET, TO A POINT ON THE WEST LINE OF SAID TRACT 60; THENCE NORTH $00^{\circ}41'19''$ EAST 611.62 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8.651 ACRES, MORE OR LESS.

THE POST P.U.D.

LOT LAYOUT




VERTICAL DATUM - NAD 88
 PROJECT BENCHMARK:
 ALUMINUM CAP LOCATED IN THE
 ROUNDABOUT AT THE SOUTH
 QUARTER SECTION OF SECTION 25. T1. 2228.17

PLANS

Know what's below.
Call before you dig.

TD-DIST. 1 SIGNAL FOREMAN
(208) 772-1299

**CITY OF POST FALLS
APPROVAL**

APPROVED BY: _____

3 OF 32

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY AND EXISTING DRAWINGS. COEUR DEVELOPMENT, LLC MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, WE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

Page 87 of 179

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

Coeur Development, LLC

FOR

The Post PUD

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

The Post PUD

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 438,663.15**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 384,929.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 9,600.00**
5. Total cost of improvements: **\$ 833,192.15**
6. Warranty amount: **\$ 62,489.41**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

The Post PUD

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

The Post
Engineer's Estimate (Public Infrastructure) - CIA
June 14, 2024

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
6200 - Site Preparation/Grading						
<u>6205 - Clearing & Grubbing</u>						\$28,211.00
1	Mobilization	1	LS	\$18,000.00	0%	\$18,000.00
2	Sawcut Concrete Curb and Gutter	4	EA	\$50.00	0%	\$200.00
3	Remove Concrete Curb and Gutter	93	LF	\$7.00	0%	\$651.00
4	AC Sawcut	600	LF	\$6.00	0%	\$3,600.00
5	AC Removal	960	SY	\$6.00	0%	\$5,760.00
<u>6210 - Excavation & Grading</u>						
						\$13,158.00
1	Road Subgrade Prep	1,060	SY	\$1.80	0%	\$1,908.00
2	Finish Grading (replace topsoil openspace)	350	CY	\$8.00	0%	\$2,800.00
3	Construction Entrance	1	EA	\$1,500.00	0%	\$1,500.00
4	Inlet Protection	6	EA	\$75.00	0%	\$450.00
5	Concrete Washout Area	1	EA	\$500.00	0%	\$500.00
6	Silt Fence	1,200	EA	\$5.00	0%	\$6,000.00
6250 - Sewer						
<u>6250 - Sewer</u>						\$300,873.00
1	8" PVC Sanitary Sewer	2,120	LF	\$44.15	0%	\$93,598.00
2	48" Manholes	13	EA	\$3,635.00	0%	\$47,255.00
3	4" PVC Sewer Services	83	EA	\$1,740.00	0%	\$144,420.00
4	Sleeve Sewer Service	13	EA	\$1,200.00	0%	\$15,600.00
6300 - Stormwater						
<u>6300 - Stormwater</u>						\$11,845.00
1	Curb Cut	7	EA	\$400.00	0%	\$2,800.00
2	Drywell Type A (Single)	3	EA	\$3,015.00	0%	\$9,045.00
6350 - Water						
<u>6350 - Water System</u>						\$355,279.00
1	8" PVC Water Main	1,647	LF	\$52.00	0%	\$85,644.00
2	Connect to Existing Water Main (12"x12"x8" Cut-in T	1	EA	\$3,000.00	0%	\$3,000.00
3	8" Fittings	5	EA	\$1,015.00	0%	\$5,075.00
4	12" Fittings	1	EA	\$1,295.00	0%	\$1,295.00
5	8" Gate Valve w/ Box	9	EA	\$1,950.00	0%	\$17,550.00
6	12" Gate Valve w/ Box	1	EA	\$3,215.00	0%	\$3,215.00
7	1" Water Services	83	EA	\$2,375.00	0%	\$197,125.00
8	Sleeve Water Service	10	EA	\$800.00	0%	\$8,000.00
9	2" Irrigation Service	1	EA	\$4,575.00	0%	\$4,575.00
10	Fire Hydrant Assembly, Incl. Valve and Tee	4	EA	\$7,450.00	0%	\$29,800.00
6400 - Streets & Walkways						

The Post
Engineer's Estimate (Public Infrastructure) - CIA
June 14, 2024

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
<u>6405 - Streets, Curbs, & Gutter</u>						\$48,927.65
1	Asphalt Roadway 3" AC over 6" Base	1,207	SY	\$26.00	0%	\$31,382.00
2	Asphalt Roadway 2" AC over 4" Base	303	SY	\$20.25	0%	\$6,135.75
3	Standard Curb and Gutter	521	LF	\$21.90	0%	\$11,409.90
<u>6410 - Sidewalks</u>						\$11,962.50
1	Concrete Sidewalk	550	SF	\$5.75	0%	\$3,162.50
2	10' Pedestrian Ramps	4	EA	\$2,200.00	0%	\$8,800.00
<u>6415 - Pathways & Trails</u>						\$8,432.00
1	Asphalt Paths 10' wide (2" AC over 4" Base)	544	SY	\$13.50	0%	\$7,344.00
2	Asphalt Path Subgrade Prep	544	SY	\$2.00	0%	\$1,088.00
<u>6450 - Utilities - Dry</u>						
<u>6450 - Dry Utilities</u>						\$24,700.00
1	Dry Utilities Trenching (Ex, Bed, and Backfill only)	3,800	LF	\$6.50	0%	\$24,700.00
<u>6500 - Signage, Striping, Mailboxes</u>						
<u>6505 - Landscaping</u>						\$11,454.00
1	Public Street Trees (Cecil & Poleline ROW)	16	EA	\$600.00	0%	\$9,600.00
2	Hydroseed ROW	10,300	SF	\$0.18	0%	\$1,854.00
<u>6520 - Signage</u>						\$13,400.00
1	Striping	1	LS	\$7,500.00	0%	\$7,500.00
2	Signage	5	EA	\$700.00	0%	\$3,500.00
3	Cobra Head 100 watt LED	2	EA	\$1,200.00	0%	\$2,400.00
<u>6525 - Mailboxes</u>						\$4,950.00
1	Concrete Mailbox Pad	6	EA	\$630.00	0%	\$3,780.00
2	CBU Mailbox Installation	6	EA	\$195.00	0%	\$1,170.00
TOTAL						\$833,192.15

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

The Post PUD

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

ATTACHMENT "D"

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

Coeur Development, LLC

FOR

The Post PUD

CONSTRUCTION DRAWINGS

Plans Titled: **The Post PUD**

Dated: **6/17/24**

By: **Mike Leaming, P.E.**

Sheets 1 through 70

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

Coeur Development, LLC

FOR

The Post PUD

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.



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

The Post PUD – Construction Schedule

Week (2024)

Activity

7-22	<i>Stripping/Mass Grading/Site Demo</i>
7-29	<i>Mass Grading/Site Demo</i>
8-5	<i>Mass Grading</i>
8-12	<i>Sewer Main</i>
8-19	<i>Sewer Main/Sewer Services</i>
8-26	<i>Sewer Services</i>
9-2	<i>Sewer Services/Water Main</i>
9-9	<i>Water Main/Water Services</i>
9-16	<i>Water Services</i>
9-23	<i>Storm</i>
9-30	<i>Dry Utility Crossings</i>
10-7	<i>Curbs and Walks</i>
10-14	<i>Curbs and Walks</i>
10-21	<i>Subgrade Prep</i>
10-28	<i>Asphalt Paving (Roads, Alleys and Paths)</i>
11-5	<i>Dry Utility Ditches and Clean-up</i>
11-12	<i>Dry Utility Ditches and Clean-up</i>

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

Coeur Development, LLC

FOR

The Post PUD

ENGINEERING SERVICES FEE SUMMARY

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

83 Lots X \$350.00 = \$ **29,050.00**

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

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **LED Cobra Head**

 2 lights X 12 months X \$ 35.00 per month = \$ 840.00

Street light type: _____

_____ lights X 12 months X \$ _____ per month = \$ _____

TOTAL = \$ 840.00

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

Coeur Development, LLC

FOR

The Post PUD

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

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

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

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

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

SEWER CAP FEES

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

Coeur Development, LLC

FOR

The Post PUD

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

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

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

Water Cap Fees

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

Meter Fees

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

ACCOUNT FEES

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

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

Coeur Development, LLC

FOR

The Post PUD

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Mike Leaming, P.E.

ENGINEERING FIRM: Coeur Development, LLC

ADDRESS: 1859 N. Lakewood Dr #200

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

PHONE NO.: 509-768-5761

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

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

Coeur Development, LLC

FOR

The Post PUD

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Coeur Development, LLC

FOR

The Post PUD

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

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

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

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

Signature

Print Name

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

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

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

Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Northshore Subdivision MDA File No SUBD-23-3

ITEM AND RECOMMENDED ACTION:

Review and approve the Master Development Agreement to correspond per the attached documentation. The Planning and Zoning Commission approved this project at their April 9, 2024 meeting.

DISCUSSION:

Developer owns approximately 10 acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision per attached documentation, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as Northshore Subdivision (hereinafter the "Project"). The Project is more specifically identified and described as the (Subdivision Plan of Record, File # SUBD-23-3, Post Falls Community Development Department) which is attached hereto and incorporated, as if fully set forth herein, and identified as Exhibit 1.

The Developer requested to subdivide approximately 10 acres into 22 lots, which is a reduction from the original approved subdivision. This project area was previously approved as the "The Northshore District Subdivision and PUD" File No's: SUBD-0001-2021/PUD-0001-2021, which allowed for up to 47 lots on the 10 acres. This request amends the previously approved PUD by removing the PUD and the project would be replaced with a 22-lot subdivision on 10 acres.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

A Master Development Agreement was previously executed on October 6, 2022, and recorded as Instrument No.2917782000 allowing for up to 47 lots on the 10 acres, in the records of the County Recorder, Kootenai County, Idaho. This Agreement will replace that prior Master Development Agreement for up to a 22-lot subdivision on 10 acres.

APPROVED OR DIRECTION GIVEN:

Review and approve the Master Development Agreement to correspond per the attached documentation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 3391- Master Development Agreement

**MASTER DEVELOPMENT AGREEMENT
FOR
NORTHSHORE SUBDIVISION
(File No. SUBD-23-3)**

The City of Post Falls, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Spokane River Northshore, LLC**, a Washington Limited Liability Company, 1836 Northwest Boulevard, Coeur d' Alene, Idaho 83854 hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately 10 acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Northshore Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, File # SUBD-23-3, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. A Master Development Agreement was previously executed on **October 6, 2022**, and recorded as Instrument No.2917782000, in the records of the County Recorder, Kootenai County, Idaho. This Agreement will replace that prior Master Development Agreement.
- C. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- D. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary

improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- E. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- F. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Northshore Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- G. The Planning and Zoning Commission held a public hearing on **April 9, 2024, and** approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Northshore Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- H. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- I. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- J. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- K. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council

has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term

1.1 Property Subject to this Agreement

The Land is described per **Exhibit 3**:

1.2 Term

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

2. Project Regulations and Policies

2.1 Project Development

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

2.1.1 Existing Approvals

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

2.1.2 Future Application

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

2.1.3 Fees

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

2.2 Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project,

and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER
Spokane River Northshore LLC
1836 Northwest Boulevard
Coeur d' Alene, ID 83854

CITY
Mayor
408 North Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

withhold approval of issuance of building or construction permits when a material condition of default exists.

5.2 Applicable Law/Attorneys' Fees.

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1 Superseded by Subsequent Laws

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to

determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred.

This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Covenants Run with The Land

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

9.2 Maintenance of Common Area Landscaping

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

maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3 Entire Agreement

This Agreement is executed in one original and consists of **twenty-five (25)** pages, including the Recitals and 3 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

- Exhibit 1: General Preliminary Plat of Record (Exhibit A-4, File No. SUBD-23-3, Post Falls Community Development Department records)**
- Exhibit 2: Reasoned Decision, Northshore Subdivision**
- Exhibit 3: Legal Description of the property**

10.4 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

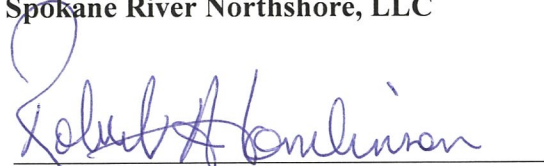
By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner

Spokane River Northshore, LLC



Robert Tomlinson, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)

:ss

County of Kootenai)

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

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

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

ACKNOWLEDGMENT

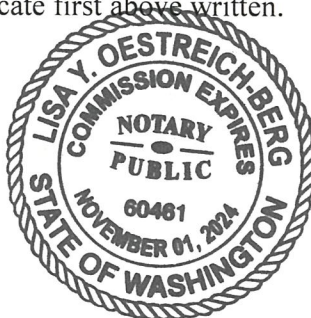
STATE OF WASHINGTON)

:ss

County of Spokane)

On this 21st day of June, 20 24, before me, a Notary for the State of Wash., personally appeared **Robert Tomlinson**, known, or identified to me to be **Manager** of **Spokane River Northshore LLC** and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Spokane River Northshore LLC** that the entity authorized him to execute the same on its behalf.

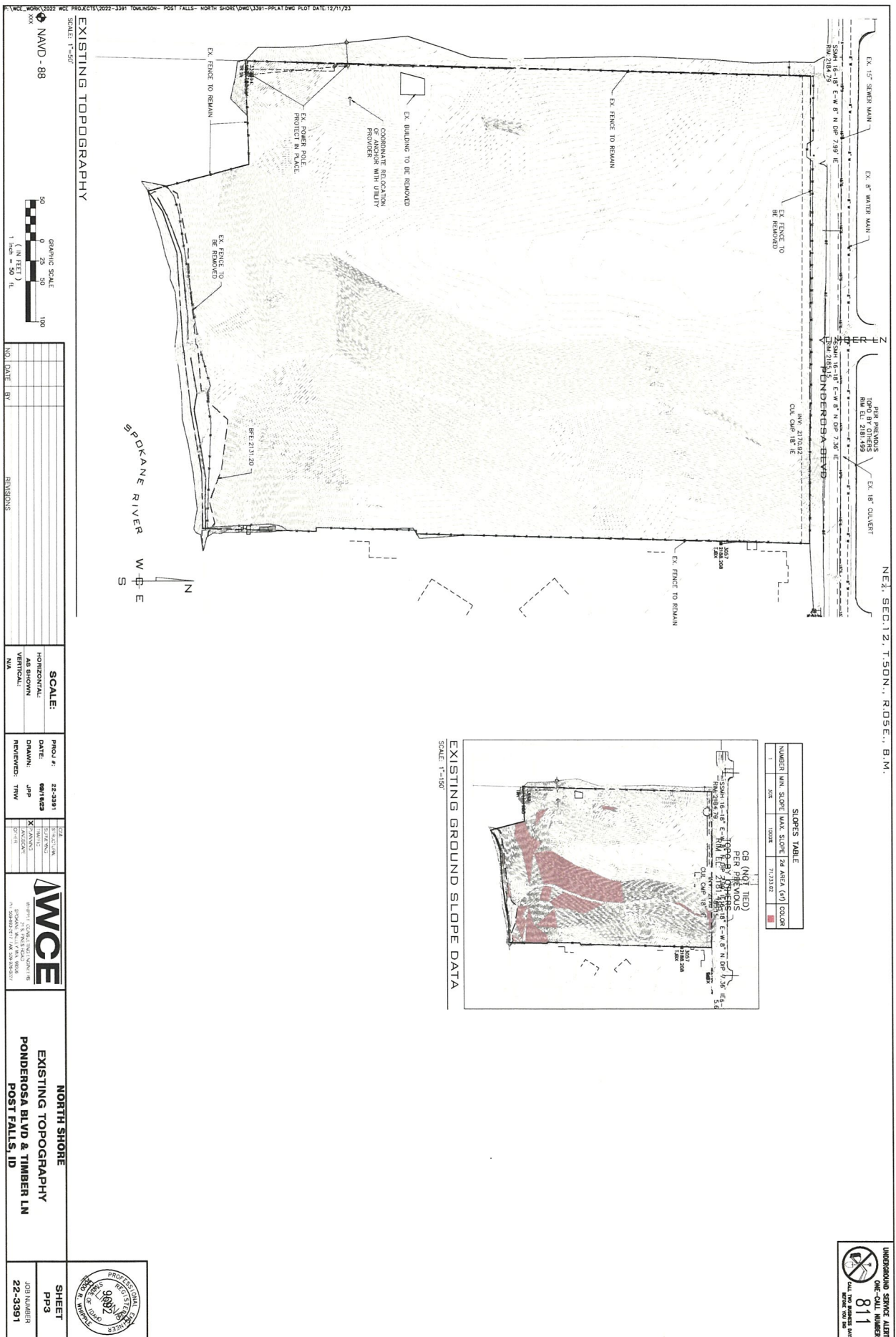
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

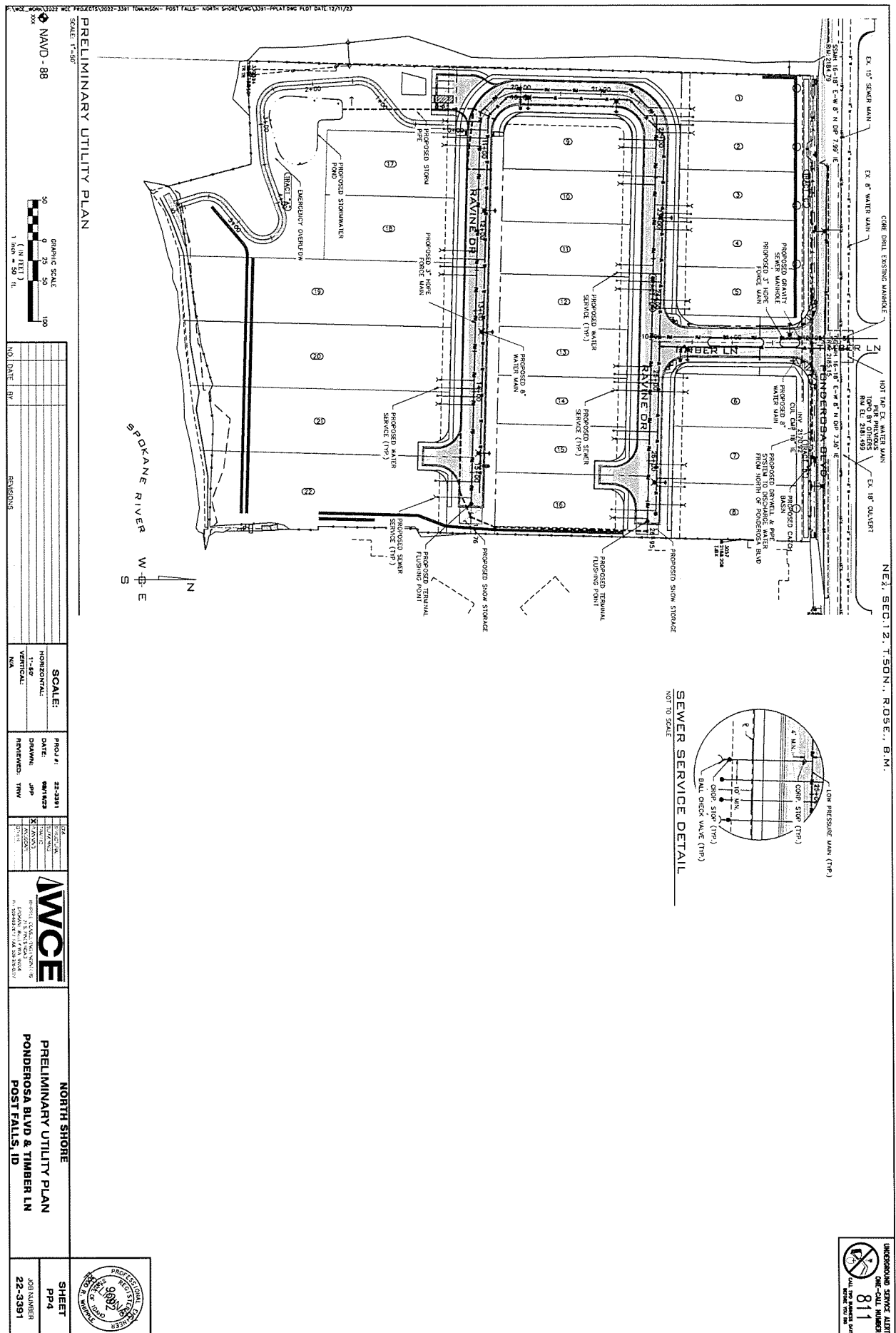


[Signature]
Notary Public for the State of WA
Residing at: Spokane Valley
Commission Expires: 11-1-24



**NORTH SHORE
PRELIMINARY DESIGN
PONDEROSA BLVD & TIMBER LN
POST FALLS, ID**





Northshore District Subdivision & PUD Amendment File No. SUBD-23-3

Planning and Zoning Commission Reasoned Decision

A. INTRODUCTION:

APPLICANT: Austin Fuller, Whipple Consulting Engineering

LOCATION: Approximately 1200 feet east of Greensferry Road, south of the intersection at S. Timber Lane and E. Ponderosa Boulevard.

REQUEST: Subdivide approximately 10 acres into 22 lots. This project area has previously been approved as the "The Northshore District Subdivision and PUD" File No's: SUBD-0001-2021/PUD-0001-2021, which allows for up to 47 lots on the 10 acres. This request would amend the previously approved PUD by removing the PUD and the project would be replaced with a 22-lot subdivision on 10 acres as proposed per the Preliminary Plat (Exhibit A-4) and as requested in the narrative (Exhibit A-2).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Northshore Construction Plans
4. A-4 Preliminary Plat
5. A-5 Site Disturbance Plans
6. A-6 Northshore Firm
7. A-7 Northshore SD Report
8. A-8 Owner Authorization
9. A-9 Title Report
10. A-10 Radius Report
11. A-11 Radius Map
12. S-1 Vicinity Map
13. S-2 Zoning Map
14. S-3 Future Land Use Map
15. PA-1 KCFR Comments
16. PA-2 PFSD Comments
17. PA-3 PFPD Comments
18. PA-4 YPL Comments
19. PA-5 PFHD Comments
20. PA-6 DEQ Comments
21. PC-1 Magnuson/Rashoodi Comments
22. P&Z Staff Report
23. Testimony at the April 9, 2024, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the April 9, 2024, public hearing, the meeting was in-person and live-streamed on the city of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide 10 acres into 22 single family lots within the Single-Family Residential (R-1) zoning designation. The request is

evaluated under the standards of PFMC § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. The subdivision site, located about a quarter-mile east of the intersection of Greensferry and Ponderosa Boulevard, is zoned for single-family residential use and is currently a large undeveloped lot. The city of Post Falls would provide water and wastewater services. The proposed subdivision plan shows larger lots than the previous plan and includes a road network redesign, better aligning with existing traffic demands and neighborhood layouts. Larger lots towards the south would have river access.

Regarding the subdivision review criteria Mr. Manley testified that: 1) Water supply and sewage systems are confirmed adequate by the city of Post Falls, 2) the street layout aligns with the city's transportation element, 3) the site is free from significant soil or topographical hazards, although some re-grading is necessary, 4) any construction plans must include a mass grading and storm water pollution prevention plan, 5) the subdivision conforms to zoning requirements for single-family residences, negating the need for a PUD; and 6) impact fees will be charged to cover the new development's fair share of regional infrastructure costs.

Todd Whipple, Applicant

Mr. Whipple of Whipple Consulting Engineers presented the proposed revised subdivision addressing the initial strong opposition to a previous project on the site. After reconsidering community concerns, the revised plan aims to better integrate into the neighborhood and environment, especially given its proximity to the river. This plan involves mass grading to create a riverine setting rather than maintaining existing land contours, resulting in larger lot sizes and daylight basements for homes.

The new design will feature garages at street level with direct access and homes with daylight basements stepping down toward the river, enhancing aesthetic and practical aspects of the properties. In addition to the home layouts, the proposal includes significant open space with amenities like a park and possibly a restroom facility near the river, accessible by a path.

Whipple emphasized the project's compliance with necessary criteria for approval and noted that efforts were made to secure support from previously opposed community members, resulting in letters of support. He concluded by asking for the commissioners' approval, stressing that the subdivision would be a valuable addition to the city of Post Falls.

The hearing was opened for public comment.

Mike Pelissero

Mr. Pelissero testified that he on behalf of most of the residents of the adjacent HOA at Shore Pines Subdivision are no longer opposed to the project and appreciate that the revised subdivision will more closely align with the existing look and design of the neighbors. They would request that timber be removed from the site for disposal rather than on-site slash piles. Mr. Whipple agreed to that as a condition of the approval, as needed.

No other public comment was received.

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

C. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H):

No subdivision shall receive approval unless findings and conclusions are made that:

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

The Commission determines that the city of Post Falls has adequate capacity and is willing to provide service to the subdivision as proposed.

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

The Commission determines that the city of Post Falls has adequate capacity and is willing to provide service to the subdivision as proposed.

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

The Commission determines that the subdivision and proposed layout are consistent with the city's Transportation Master Plan by providing wide enough streets and turnarounds to meet accessibility requirements for emergency responders. The internal private streets are residential and have a single access point onto Ponderosa Drive.

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

The Commission determines that no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property. Additionally, the application included a mass grading plan flatter than the maximum slope allowed and a water pollution prevention plan will need to be submitted with construction plans.

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

The Commission determines that this subdivision and proposed lots conform to the requirements for Single-Family Residential (R-1) zoning.

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

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

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

Based on the proposal's proximity to the river, the applicant has submitted a plan for erosion and sediment control and development will need to be in compliance with the flood damage prevention standards contained in PFMC 15.44.140 as detailed in the Staff Report.

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-12 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based

upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
5. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards; private roadways are allowed; streetlights shall be installed in conformance with City Standards and Ravine Drive shall be at least 30-feet wide, measured face of curb to face of curb.
6. A private association shall be responsible for maintenance of community common areas, and all open space tracts and associated improvements and amenities within such; including snow removal from sidewalks and the irrigation and maintenance of swales and right-of-way landscaping along Ponderosa Boulevard.
7. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
8. Direct residential access to Ponderosa Blvd. shall be restricted on the face of the plat.
9. All stormwater swales within any tract, receiving stormwater from public rights-of-way, shall include the appropriate easement to the city of Post Falls allowing for treatment, storage, and disposal of storm water.
10. An easement to the city of Post Falls shall be provided over the extent of the internal private roadways and emergency access, to allow for construction, operation and maintenance of the proposed sanitary sewer and water facilities.
11. The engineered design of all retaining walls shall be submitted for review and approval with a building permit issued prior to the commencement of any mass grading on the site.
12. Trees and timber shall be removed from the site during construction for off-site disposal instead of on-site burning to mitigate against smoke pollution to the neighboring communities.

C8. Removal of existing PUD:

The Commission finds that upon approval of this amended subdivision, removal of the existing PUD (PUD-0001-2021) is appropriate.

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

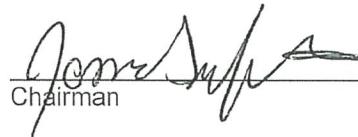
Not applicable.

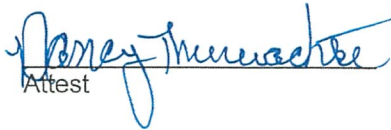
E. CONCLUSION

SUBD-23-3: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the request, North Shore Subdivision, SUBD-23-3 meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on _____

5/14/24
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

PARCEL 1:

Beginning at the Northwest corner of Government Lot 4, Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; thence

South 89°56' East along the line between Sections 1 and 12, 1144.2 feet; thence

South 1°10' West 30.00 feet to a point on the South road line, being the true point of beginning, and the Northeast corner of the remaining property owned by Howard J. Dolph; thence

South 89°56' East parallel to said Section line and along the South road line, 483.7 feet, more or less to the Northwest corner of Lot 34, Harding Acre Tracts; thence

South 1°10' West along the West line of said Lot 34, 690.00 feet; thence

South 89°56' East along the South line of said Lot 34, 100.00 feet; thence

South 1°10' West along the West line of said Lot 34, 129 feet, more or less to the Spokane River; thence

In a Southwesterly direction along said Spokane River, 600 feet, more or less to a point which is located South 1°10' West and 989.45 feet, more or less from the true point of beginning, and being the Southeast corner of the remaining property owned by Howard J. Dolph; thence

North 1°10' East along the said East line of the said remaining property owned by Howard J. Dolph, 989.45 feet, more or less to the place of beginning and being part of Government Lots 3 and 4, Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom the following described parcel:

A portion of land located in Government Lot 4, in Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Northwest Corner of said Section 12; thence

South 89°56' East, 1,129.00 feet along the North line of said Section 12 to a point which lies North 89°56' West, 1,516.54 feet from the North Quarter Corner of said Section 12; thence

South 01°10' West, 736.04 feet; thence

South 88°50' East, 20.00 feet to the True Point of Beginning for this description; thence

North 87°47'55" East, 127.64 feet; thence

South 14°55'46" East, 129.32 feet to a point on the North shore of the Spokane River and the East end of an existing concrete seawall; thence

Following the outside edge of said seawall South 55°51'00" West, 106.21 feet to an angle point in said seawall; thence

South 79°56'19" West, 53.90 feet to an angle point in said seawall; thence Leaving said seawall North 10°13'35" West, 120.17 feet; thence

North 01°10' East, 70.85 feet to the True Point of Beginning for this description.

Also excepting therefrom that portion which lies Southerly and Westerly of the following described line;

Beginning at the Northwest Corner of said Section 12; thence

South 89°56' East, 1,129.00 feet along the North line of said Section 12 to a point which lies North 89°56' West, 1,156.54 feet from the North Quarter Corner of said Section 12; thence

South 01°10' West, 736.04 feet; thence South 88°50' East, 20.00 feet; thence

North 87°47'55" East, 127.64 feet; thence

South 14°55'46" East, 129.32 feet to a point on the North Shore of the Spokane River and the East end of an existing concrete seawall, the TRUE POINT OF BEGINNING of said line; thence

Following the outside edge of said seawall South 55°51'00" West, 106.21 feet to an angle point in said seawall; thence

South 79°56'19" West, 53.90 feet to an angle point in said seawall; thence

Leaving said seawall North 10°13'35" West, 120.17 feet to the terminus point of said line.

Also excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2020 as Instrument No. [2755655000](#), records of Kootenai County, Idaho.

PARCEL 2:

Lot 34, HARDINGS ACRE TRACTS, according to the plat recorded in the office of the County Recorder in Book A of Plats at Page 67, records of Kootenai County, Idaho.

EXCEPT the East 60.2 feet thereof.

ALSO EXCEPT a portion of Tract 34, HARDINGS ACRE TRACTS, situated in the Northwest Quarter of Section 12, Township 50 North, Range 5 West, Boise Meridian, recorded at Book A of Plats, Page 67, Kootenai County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner of said Section 12, from which the Northwest corner of Section 12 bears North 90°00'00" West a distance of 2645.51 feet; thence

North 90°00'00" West a distance of 918.20 feet to a point on the North section line of said Section 12; thence

South 01°05'01" West a distance of 522.23 feet to a point marked by a found ½" inch rebar with no cap, taken to be the Northwest corner of Tax #22848 as recorded by Instrument #2294473, Kootenai County Records, said point being the TRUE POINT OF BEGINNING of the herein described parcel of land; thence

South 01°12'04" West a distance of 123.80 feet along the West line of said Tax #22848 and the West line of Lot 11, Shore Pines, as recorded at Book F of Plats, Page 139, Kootenai County Records, to the Southwest corner of said Lot 11; thence

North 88°47'56" West a distance of 4.50 feet; thence

North 01°12'04" East a distance of 123.80 feet; thence

South 88°47'56" East a distance of 4.50 feet, to the TRUE POINT OF BEGINNING of the herein described parcel of land.

ALSO EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2020 as Instrument No. [2755655000](#), records of Kootenai County, Idaho.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Legion Park Annexation Grants of Right-of-Way File No ANN-23-7

ITEM AND RECOMMENDED ACTION:

Review and sign the grants of rights-of-way for the Legion Park annexation.

DISCUSSION:

Legion Park Annexation approval requires further grants of rights-of-way to be included as part of the annexation process.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The grants of rights-of-way have not been reviewed previously by City Council.

APPROVED OR DIRECTION GIVEN:

City Council has approved the annexation through the Reasoned Decision that was signed by the Mayor on May 7, 2024. Part of the annexation process, the rights-of-way need to be granted per the Annexation and Development Agreement between the City and the property owner.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park Annexation Grants of Rights-of-Way

GRANT OF RIGHT-OF-WAY
Legion Park Annexation
N. Syringa St. and E. Legion Rd.
File No. ANNX-23-7

KNOWN ALL MEN BY THESE PRESENTS, that **Blackwell Homes & Development, LLC**, an **Idaho Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

N. Syringa St.:

As depicted in the attached **Exhibit A**

E. Legion Rd.:

As depicted in the attached **Exhibit B**

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 2023.

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

Blackwell Homes & Development, LLC

ACKNOWLEDGEMENTS

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.

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

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Benjamin Steckman**, known, or identified to me to be a Member of **Blackwell Homes & Development, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Blackwell homes & Development, LLC** and that he is duly authorized to do the same.

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

EXHIBIT A

GRANT OF RIGHT-OF-WAY

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

COMMENCING AT THE NORTH QUARTER CORNER (N-1/4) OF SAID SECTION 35, MONUMENTED WITH AN ALUMINUM CAP 1-1/2 INCHES IN DIAMETER, MARKED PLS 6602 (PER CP&F INSTRUMENT NO. 2040064000);

THENCE, SOUTH 0°36'52" WEST 495.28 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO A POINT;

THENCE, DEPARTING SAID WEST BOUNDARY, SOUTH 88°56'31" EAST 20.00 FEET TO THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, NORTH 0°36'52" EAST 165.12 FEET;

THENCE, SOUTH 88°56'31" EAST 20.00 FEET;

THENCE, SOUTH 0°36'52" WEST 165.12 FEET;

THENCE, NORTH 88°56'31" WEST 20.00 FEET RETURNING TO THE **TRUE POINT OF BEGINNING**.

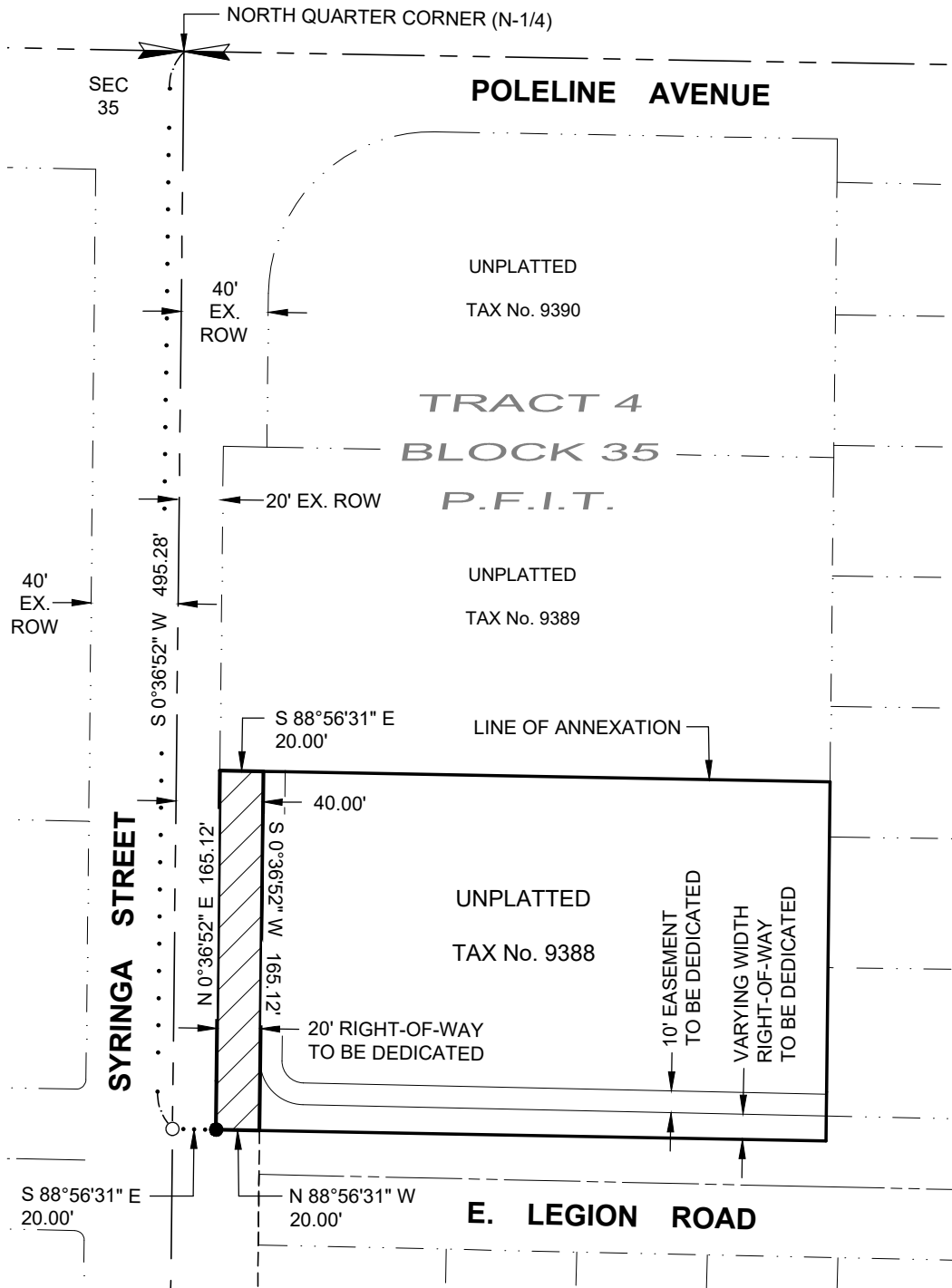
CONTAINING: 3,302 SQUARE FEET, 0.075 ACRES, MORE OR LESS.



Digitally Signed on: March 12, 2024

EXHIBIT A

GRANT OF RIGHT-OF-WAY



0 40 80
SCALE IN FEET



3-12-2024

- COMPUTED POINT
- TRUE POINT OF BEGINNING
- P.F.I.T. POST FALLS IRRIGATED TRACTS
-  AREA OF RIGHT-OF-WAY

Accurate
Measures

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

DATE: 03-12-2024	DRAWN BY: LSW	CHECKED BY: RCH	DWG: 23-022- LEGION PARK 20' SYRINGA EXHIBIT R-O-W	SHEET: 1 / 1
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EXHIBIT B

GRANT OF RIGHT-OF-WAY

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

COMMENCING AT THE NORTH QUARTER CORNER (N-1/4) OF SAID SECTION 35, MONUMENTED WITH AN ALUMINUM CAP 1-1/2 INCHES IN DIAMETER, MARKED PLS 6602 (PER CP&F INSTRUMENT NO. 2040064000);

THENCE, SOUTH 0°36'52" WEST 515.26 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO A POINT;

THENCE, DEPARTING SAID WEST BOUNDARY, SOUTH 88°44'35" EAST 300.31 FEET AND ALONG THE CENTERLINE OF EAST LEGION ROAD TO A POINT;

THENCE, DEPARTING SAID CENTERLINE, NORTH 0°39'20" EAST 21.02 FEET TO THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, NORTH 88°56'31" WEST 260.32 FEET;

THENCE, NORTH 0°36'52" EAST 32.16 FEET;

THENCE, SOUTHEASTERLY ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 31.19 FEET, (RADIUS 20.00 FEET, DELTA 89°21'27", CHORD SOUTH 44°03'52" EAST 28.13 FEET);

THENCE, SOUTH 88°44'35" EAST 240.56 FEET;

THENCE, SOUTH 0°39'20" WEST 11.48 FEET RETURNING TO THE **TRUE POINT OF BEGINNING**.

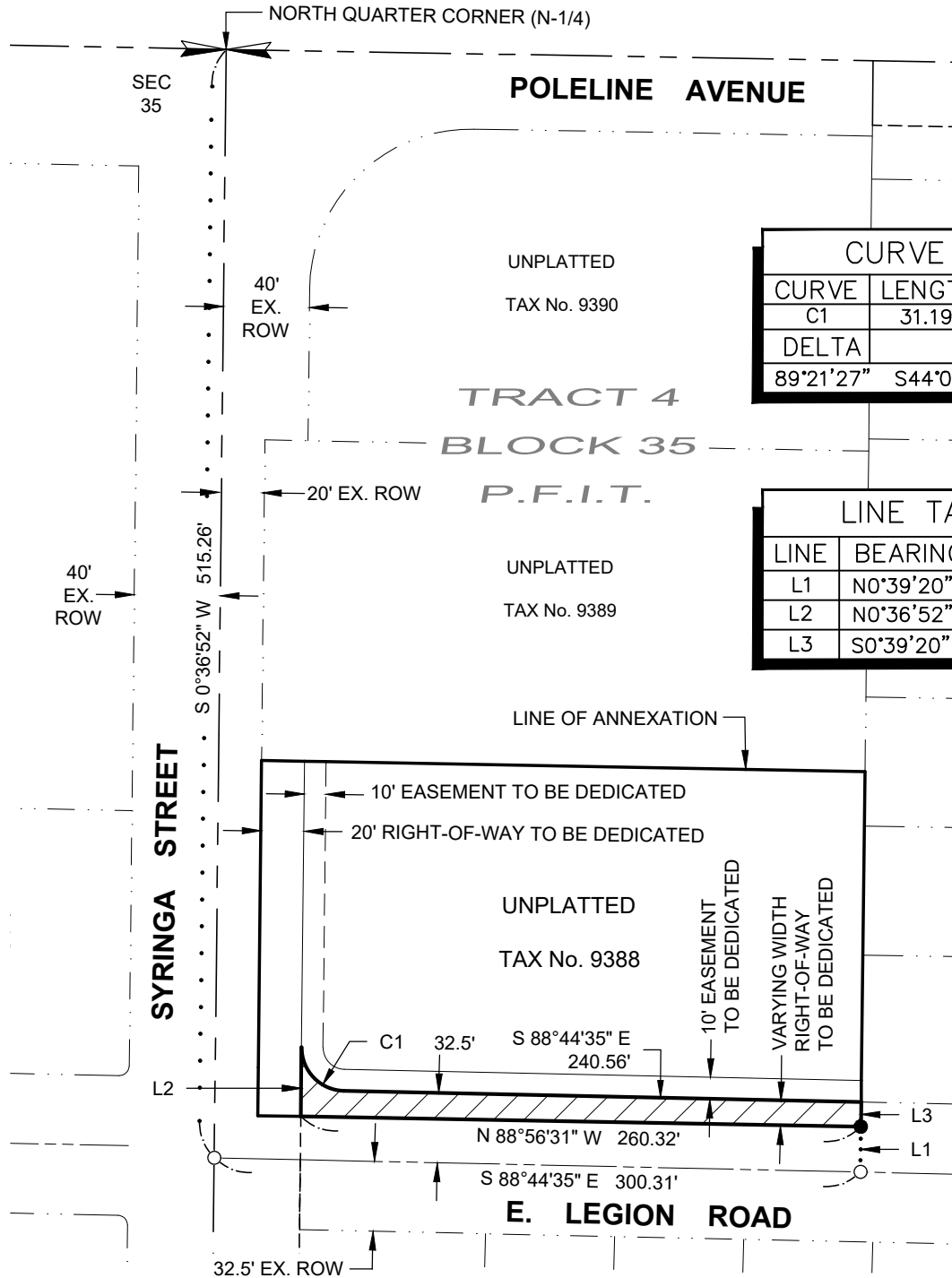
CONTAINING: 3,189 SQUARE FEET, 0.073 ACRES, MORE OR LESS.



Digitally Signed on: March 12, 2024

EXHIBIT B

GRANT OF RIGHT-OF-WAY

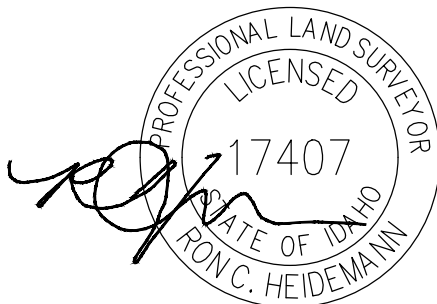


CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	31.19'	20.00'
DELTA	CHORD	
89°21'27"	S44°03'52"E	28.13'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°39'20"E	21.02'
L2	N0°36'52"E	32.16'
L3	S0°39'20"W	11.48'



0 40 80
SCALE IN FEET



3-12-2024

- COMPUTED POINT
- TRUE POINT OF BEGINNING
- P.F.I.T. POST FALLS IRRIGATED TRACTS
- ▨ AREA OF RIGHT-OF-WAY

Accurate
Measures

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

DATE:	DRAWN BY:	CHECKED BY:	DWG:	SHEET:
03-12-2024	LSW	RCH	23-022- LEGION PARK 11.5' LEGION EXH. R-O-W	1 / 1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Legion Park Annexation Grant of Easement File No ANN-23-7

ITEM AND RECOMMENDED ACTION:

Review and sign the grant of easement for the Legion Park Annexation (ANN-23-7) project.

DISCUSSION:

Legion Park Annexation (ANN-23-7) was approved along with the Reasoned Decision signed by the Mayor on May 7, 2024. Grants of easements are required per Legion Park's Annexation and Development Agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The grant of easement has not been previously viewed by City Council.

APPROVED OR DIRECTION GIVEN:

City Council has approved the annexation through the Reasoned Decision that was signed by the Mayor on May 7, 2024. Part of the annexation process, an easement needs to be granted per the Annexation and Development Agreement between the City and the property owner.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park Annexation Grant of Easement

GRANT OF EASEMENT
Legion Park Annexation
N. Syringa St. and E. Legion Rd.
File No. ANNX-23-7

KNOW ALL MEN BY THESE PRESENTS that, **BLACKWELL HOMES & DEVELOPMENT, LLC**, an Idaho Limited Liability Company; herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

N. Syringa St.:

As depicted in the attached **Exhibit A**

E. Legion Rd.:

As depicted in the attached **Exhibit B**

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this ____ day of _____, 20__.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Blackwell Homes & Development, LLC

By _____
Benjamin Steckman, Member

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Benjamin Steckman**, known, or identified to me to be a **Member** of **Blackwell Homes & Development, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Blackwell Homes & Development, LLC** and that he is duly authorized to do 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: _____

EXHIBIT A

GRANT OF EASEMENT

A 10.00 FOOT WIDE EASEMENT, 5.00 FEET ON EACH SIDE OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATED TRACTS, BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER (N-1/4) OF SAID SECTION 35, MONUMENTED WITH AN ALUMINUM CAP 1-1/2 INCHES IN DIAMETER, MARKED PLS 6602 (PER CP&F INSTRUMENT NO. 2040064000);

THENCE, SOUTH 0°36'52" WEST 463.43 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO A POINT;

THENCE, DEPARTING SAID WEST BOUNDARY, SOUTH 89°23'08" EAST 45.00 FEET TO THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE ALONG THE EASEMENT CENTERLINE THE FOLLOWING ONE (1) COURSE:

1. NORTH 0°36'52" EAST 132.88 FEET TO A POINT ON THE NORTH LINE OF TAX NUMBER 9388, SAID POINT ALSO BEING THE **POINT OF TERMINUS** FOR THIS DESCRIPTION.

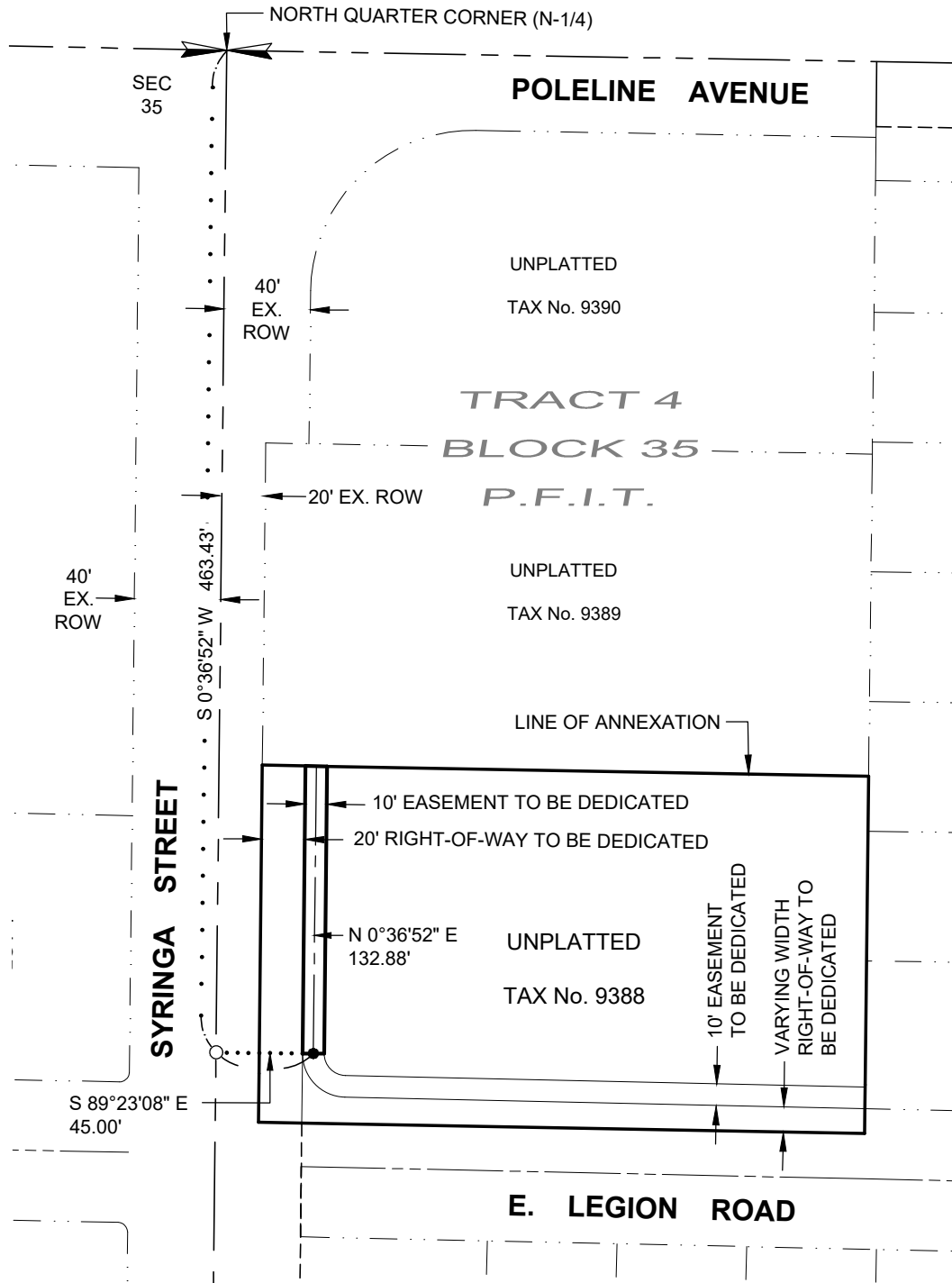
THE SIDELINES OF SAID 10.00 WIDE EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERCEPT SAID NORTH LINE.



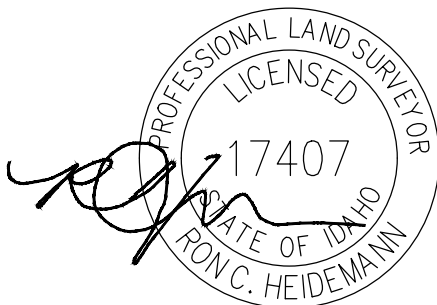
Digitally Signed on: June 6, 2024

EXHIBIT A

GRANT OF EASEMENT



0 40 80
SCALE IN FEET



3-12-2024

- COMPUTED POINT
- TRUE POINT OF BEGINNING
- P.F.I.T. POST FALLS IRRIGATED TRACTS

Accurate
Measures

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

DATE: 03-12-2024	DRAWN BY: LSW	CHECKED BY: RCH	DWG: 23-022- LEGION PARK 10' SYRINGA EXH. EASEMENT	SHEET: 1 / 1
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EXHIBIT B

GRANT OF EASEMENT

A 10.00 FOOT WIDE EASEMENT, 5.00 FEET ON EACH SIDE OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE DESCRIBED CENTERLINE, OVER, UNDER, AND ACROSS A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATED TRACTS, BEING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW1/4NE1/4) OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER (N-1/4) OF SAID SECTION 35, MONUMENTED WITH AN ALUMINUM CAP 1-1/2 INCHES IN DIAMETER, MARKED PLS 6602 (PER CP&F INSTRUMENT NO. 2040064000);

THENCE, SOUTH 0°36'52" WEST 515.26 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO A POINT;

THENCE, DEPARTING SAID WEST BOUNDARY, SOUTH 88°44'35" EAST 300.31 FEET AND ALONG THE CENTERLINE OF EAST LEGION ROAD TO A POINT;

THENCE, DEPARTING SAID CENTERLINE, NORTH 0°39'20" EAST 37.50 FEET TO THE **TRUE POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE ALONG THE EASEMENT CENTERLINE THE FOLLOWING TWO (2) COURSES:

1. NORTH 88°44'35" WEST 240.50 FEET;
2. NORTHWESTERLY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 23.39 FEET, (RADIUS 15.00 FEET, DELTA 89°21'27", CHORD NORTH 44°03'52" WEST 21.09 FEET) TO THE **POINT OF TERMINUS** FOR THIS DESCRIPTION;

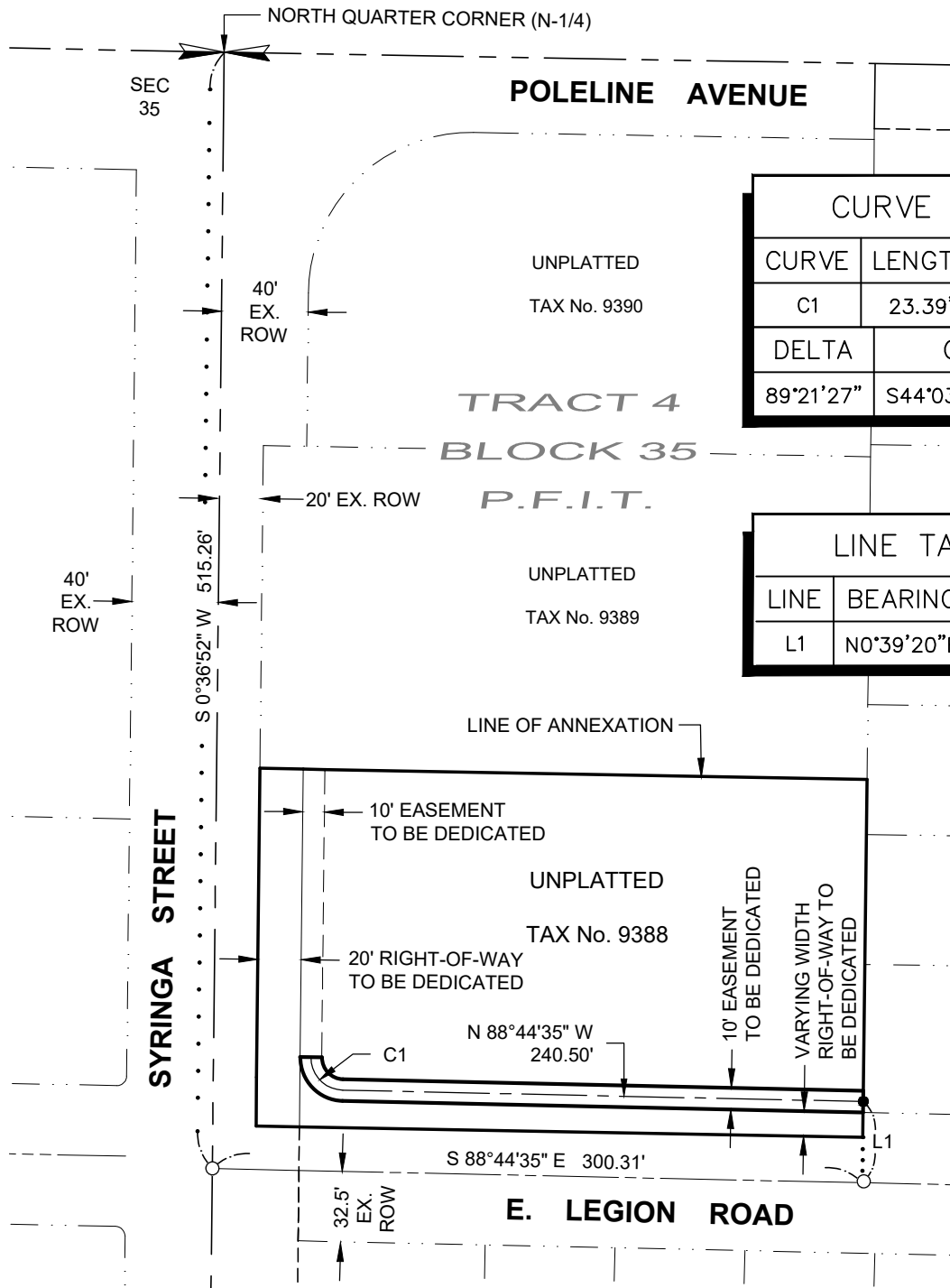
THENCE, FROM SAID **POINT OF TERMINUS** FOR CLOSURE PURPOSES ONLY, NORTH 4°55'54" WEST, A DISTANCE OF 465.61 FEET, RETURNING TO SAID NORTH QUARTER CORNER (N-1/4), POINT OF COMMENCEMENT.



Digitally Signed on: June 14, 2024

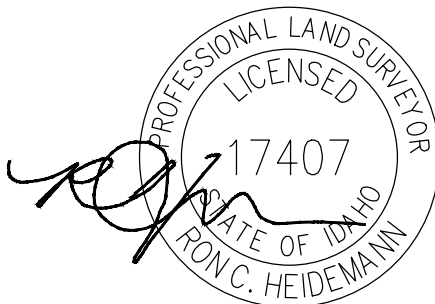
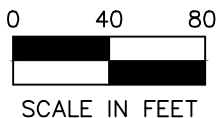
EXHIBIT B

GRANT OF EASEMENT



CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	23.39'	15.00'
DELTA	CHORD	
89°21'27"	S44°03'52"E 21.09'	

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°39'20"E	37.50'



- COMPUTED POINT
- TRUE POINT OF BEGINNING
- P.F.I.T. POST FALLS IRRIGATED TRACTS

Accurate
Measures

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

3-12-2024

DATE: 03-12-2024	DRAWN BY: LSW	CHECKED BY: RCH	DWG: 23-022- LEGION PARK 10' LEGION EXH. EASEMENT	SHEET: 1 / 1
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**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Title 18 and 18A Housekeeping Ordinance TA-24-1

ITEM AND RECOMMENDED ACTION:

Review and Approve the proposed text amendments to Title 18 and 18A.

DISCUSSION:

The Planning Division is seeking amendments to Title 18 and 18A Post Falls Municipal Code (PFMC) for the following (See Attached Ordinance):

PFMC Section 18.20.130. – Subsection A4, clarifies what site changes would require Commercial Site Plan Review development standards.

PFMC Section 18A.20.070 – Building Configuration, Subsection A describes what qualifies as a story in SmartCode and identifies how a single level building may be counted as a two (2) story building under certain conditions.

PROPOSED CHANGES:

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

TESTIMONY:

Exhibit PA-1: Post Falls School District – Remains Neutral
Exhibit PA-2: Kootenai County Fire & Rescue – Reserves to coordinate at time of permitting
Exhibit PA-3: Panhandle Health District – has no comment
Exhibit PA-4: Department of Environmental Quality – has no environmental impacts
Exhibit PA-5: Post Falls Highway District – has no comment
Exhibit PA-6: Post Falls Highway District – has no comment

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission forwarded a recommendation of approval at their May 14th, 2024 Public Hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Exhibit S-1 Title 18_18A Consolidated 2024.05.28
2. Exhibit S-2 5-14-2024 PZ Minutes Signed

ORDINANCE NO. [Category]

AN ORDINANCE AMENDING SECTIONS OF TITLE 18 ZONING, THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AMENDING 18.20.130 – SITE PLAN REVIEW; AMENDING 18A.20.070 – BUILDING CONFIGURATION; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, a public hearing was held before the Post Falls Planning and Zoning Commission on May 14th, 2024 in accordance with the law, testimony taken, and recommendation of the Commission that the City Council adopt the amendments hereinafter provided; and

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

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

SECTION 1. *That Post Falls Municipal Code Section 18.20.130. – Subsection A4, is amended to read as follows:*

18.20.130. - Site Plan Review.

A. *Site plan review ensures that new development meets applicable provisions of this Code through administrative review. A Site plan shall implement the appropriate provisions to connect to nearby infrastructure and utilities, provide necessary easements, complement adjoining land Uses and transitioning of areas. Site plan review and approval is required for the following conditions:*

1. Establishment or location of any permitted commercial, industrial, public or multi-family residential (three (3) or greater units on one (1) parcel) *Structure* or Use on a vacant Lot.
2. Expansion of the total *Floor Area* (either attached or detached) of an existing *Structure* greater than twenty-five (25) percent other than a multi-family *Structure*.
3. Expansion of a multi-family *Structure* (duplex or greater) in which additional unit(s) are to be attained.
4. ~~Tenant improvement that results in the change of Use or expansion of an~~

~~existing Use of twenty-five (25) percent or more within a Structure. Change of Use is defined by the International Building Code (IBC). A change of Use within an existing Structure(s) of twenty-five (25) percent or more, an expansion of an existing Structure(s) of twenty-five (25) percent or more, or any change of Use on the site itself (outside of the Structure(s)) where improvements are required within PFMC for the utilization of the land as intended.~~

SECTION 2. *That Post Falls Municipal Code Section 18A.20.070 – Building Configuration. Subsection A, is amended to read as follows:*

18A.20.070. – Building configuration.

A. General to Zones SC-2 Through SC-6.

1. The *Private Frontage* of buildings shall conform to and be allocated in accordance with table 7 and table 14I, attached to the ordinance codified herein.
2. Buildings on corner lots shall have two (2) *Private Frontages* as shown in table 17, attached to the ordinance codified herein. Requirements for the second and third *Layers* pertain only to the *Principal Frontage*. Prescriptions for the first *Layer* pertain to both *Frontages*.
3. Building heights, *Step Backs*, *Expression Lines*, and *Extension Lines* shall conform to table 8 and table 14J, attached to the ordinance codified herein.
4. ~~Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling, except for a first floor commercial Function, which shall be a minimum of eleven (11) feet and may be a maximum of twenty-five (25) feet. A single floor level exceeding fourteen (14) feet, or twenty-five (25) feet at ground level, shall be counted as two (2) Stories. Mezzanines extending beyond thirty-three (33) percent of the floor area shall be counted as an additional Story.~~

Stories:

- i. Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling.
- ii. A ground-level non-residential Function will be a minimum of eleven (11) feet. If a ground-level non-residential Function is measured at between eighteen (18) feet and twenty-five feet (25), it will be counted as two (2) Stories. In no event can any ground-level non-residential Function exceed twenty-five (25) feet in height as measured from finished floor to finished ceiling, except for single-level buildings with a flat roof with a parapet.

iii. Mezzanines extending beyond thirty-three (33) percent of the floor area of any building shall be counted as an additional *Story*.

5. All single-level buildings with a pitched roof of at least eighteen (18) feet and up to a maximum of twenty-five (25) feet measured from finished floor to finished ceiling or top plate of the wall, shall be counted as two (2) *Stories*.

6. All single-level buildings with a flat roof with a parapet of at least twenty (20) feet and a maximum of thirty feet (30) feet measured from finished floor to top of parapet, shall be counted as two (2) *Stories*.

57. In a *Parking Structure* or garage, each level counts as a single *Story* regardless of its relationship to habitable *Stories*.

68. Height limits do not apply to attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads.

79. All *Principal Buildings* must have a primary entrance facing the public *Sidewalk* that is made readily identifiable by the use of canopies, *Forecourts*, porticos, clerestory and/or side windows, and/or other architectural details. Interior buildings (secondary buildings) may utilize well-lit and clearly marked pedestrian oriented *Plazas*, or courtyard entrances to service as *Principal Entrances*. Entrances at building corners may be used to satisfy this requirement. All entrances must be connected to the *Sidewalk* within the *Public Frontage* and/or *Private Frontage* by providing a walkway constructed of concrete, asphalt, or pavers.

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included

therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____, 2024.

APPROVED, ADOPTED and SIGNED this day of , 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], Section 1 provides for amendment of 18.20.130 - Site Plan Review, Section 2 provides for amendment of 18A.20.070 – Building Configuration, Subsection A of City Code regarding Story Calculation. The full text of the summarized Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. [Category], and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this day of , 2024.

Field K. Herrington, City Attorney



**PLANNING AND ZONING COMMISSION
MEETING AGENDA**

**May 14, 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

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

- a. National Underground America Day

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes 04/09/2024
- b. Kruger Annexation Zoning Recommendation File No. ANNX-23-5
- c. Northshore Subdivision Reasoned Decision File No. SUBD-23-3
- d. Legion Park SUP & SUBD Reasoned Decision SUP-23-4 & SUBD-23-6

~~Schlotthauer: The real issue is in our wording on LC code. That is probably something that needs to be addressed down the road to simplify everything.~~

~~Gabbert: In the staff report Exhibit X-XX the wrong roadways are designated. It says Pleasant View and Seltice on paragraphs two and three. It should be Prairie and Chase.~~

~~Motion by Kimball to approve Mountain View Bible Church Annexation File No. ANNEX 23-6 finding that the requested zoning of Limited Commercial meets the approval criteria of Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council including items 1 through 5 to be considered for inclusion in an annexation agreement amending item number 2 to read Prairie Avenue instead of Pleasant View Road and to change Exhibit X-XX to Exhibit A-2 and to amend item 3 to reference Chase Road versus Seltice Way and to change Exhibit X-XX to Exhibit A-2.~~

~~Second by Walton.~~

~~Vote: Carey Yes, Walton Yes, Schlotthauer Yes, Hampe Yes, Wilhelm Yes, Steffensen Yes, Kimball Yes~~

~~Moved~~

b. Title 18 & 18A File No TA-24-1

Public Hearing opened at 6:29 pm.

Staff report

Jon Manley, Planning Manager:

Applicant: Planning Division, City of Post Falls

Requested Action: Review and forward a recommendation of approval for the requested amendments to Title 18 and 18A Post Falls Municipal Code (PFMC). Requested amendments:

- PFMC Section 18.20.130 – Subsection A4, change of use Commercial Site Plan Review development standards.

- PFMC Section 18A.20.070 – Building Configuration, Subsection A, describes what qualifies as a story in SmartCode and identifies how a single level building may be counted as a two (2) story building under certain conditions.

Proposed Changes:

PFMC Section 18.20.130 - Site Plan Review, Subsection A4

~~4. Tenant improvement that results in the change of Use or expansion of an existing Use of twenty-five (25) percent or more within a Structure. Change of Use is defined by the International~~

Building Code (IBC): A change of Use within an existing Structure of twenty-five (25) percent or more, an expansion of an existing Structure of twenty-five (25) percent or more, or any change of Use on the site itself (outside of the Structure) where improvements are required within PFMC for the utilization of the land as intended.

PFMC Section 18A.20.070 - Building Configuration, Subsection A:

~~4. Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling, except for a first floor commercial Function, which shall be a minimum of eleven (11) feet and may be a maximum of twenty-five (25) feet. A single floor level exceeding fourteen (14) feet, or twenty-five (25) feet at ground level, shall be counted as two (2) Stories. Mezzanines extending beyond thirty-three (33) percent of the floor area shall be counted as an additional Story.~~

i. Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling.

ii. A ground-level non-residential Function will be a minimum of eleven (11) feet. If a ground-level non-residential Function is measured at between eighteen (18) feet and twenty-five feet (25), it will be counted as two (2) Stories. In no event can any ground-level non-residential Function exceed twenty-five (25) feet in height as measured from finished floor to finished ceiling, except for single-level buildings with a flat roof with a parapet.

iii. Mezzanines extending beyond thirty-three (33) percent of the floor area of any building shall be counted as an additional Story.

5. All single-level buildings with a pitched roof of at least eighteen (18) feet and up to a maximum of twenty-five (25) feet measured from finished floor to finished ceiling or top plate of the wall, shall be counted as two (2) Stories.

6. All single-level buildings with a flat roof with a parapet of at least twenty (20) feet and a maximum of thirty feet (30) feet measured from finished floor to top of parapet, shall be counted as two (2) Stories.

Schlotthauer: What is the reasoning for doing this? (Section 18.20.130)

Manley: Clarification, so there's less debating with customers.

Kimball: So the purpose of this is to try to get frontage improvements for existing commercial properties that are changing use.

Discussion: Staff, City Attorney, and Commissioners held a discussion to clarify the perimeters of the proposed amendment and justification of the change for the purpose of creating a clear standard for the article.

Testimony

In-Favor: - None

Neutral - None

In Opposition - None

Rebuttal

None

Public Hearing Closed: 6:55 pm.

Motion by Kimball to recommend approval of Title 18 & 18A File No. TA-24-1 finding that the clarifications make sense and it should clarify things moving forward.

Second by Wilhelm.

Vote: Hampe-Yes, Wilhelm-Yes, Steffensen-Yes, Carey-Yes, Walton-Yes, Schlotthauer-Yes, Kimball-Yes

Moved

~~c. Tiny Homes File No TA 23-2~~

Staff report

Ethan Porter, Associate Planner:

Applicant: City of Post Falls Planning Division

Requested Actions: The Planning Division is seeking to amend Title 18 to accomplish the following:

- Establish performance standards for Tiny Home residential developments.
- Update definitions

PROPOSED CHANGES: Exhibit S-1 (Draft Ordinance) details the code sections that are being requested to be modified. The following is an overview of the proposed changes:

CHANGE #1: Adopt 18.24.034 TINY HOME RESIDENTIAL PERFORMANCE STANDARDS

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

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

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

Carey: On the parking, if you're rear loaded, is it a single car garage parking for one car?

Porter: It will be a single car garage with a parking pad for a second car in tandem.

Steffensen: There was discussion in the workshop addressing fee structure.

Seale: We're kicking off the impact study now. One of the pieces within that is looking at scaling residential fees related to how many square feet the house is. Whether that ends up being phased in 500-100 square foot or less or 1,000 or a dollar amount per square foot. that is going to be studied and if it seems to work, adopted in the update. That will be about a year out.

Hampe: Currently the regular impact fees on the tiny homes is the same, that is unrealistic.

Seale: Our goal is to try to provide varieties of housing types and to help to reduce costs.

Testimony

In-Favor: - None

Neutral - None

In Opposition - None

Rebuttal

None

Public Hearing Closed: 7:20 pm.

Motion by Kimball to recommend approval of Tiny Homes File No. TA-23-2 which establishes performance standards for Tiny Home residential developments and updates definitions and standards. To amend the purposed ordinance to limit Tiny Home development to a maximum of 5-acres of contiguous Tiny Home use.

Second by Schlotthauer.

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

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT

7:28 pm

City of Post Falls
Planning and Zoning Commission Minutes

May 14, 2024

Date: 6/11/2024

Chair: 

Attest: 

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

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

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

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/2/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Legion Park Annexation Ordinance (ANNX-23-7)

ITEM AND RECOMMENDED ACTION:

Review and sign the ordinance for Legion Park (ANNX-23-7) as part of the incorporation of the property into the City of Post Falls.

DISCUSSION:

Legion Park Annexation (ANNX-23-7) went to Planning and Zoning on February 13th, 2024 and was recommended by the Commissioners to approve the zoning request of R1. City Council, then heard the proposal and approved the annexation along with the zoning request of R1 on March 19th, 2024. Staff was directed to draft an ordinance for the annexation. The Mayor signed the Reasoned Decision for Legion Park Annexation (ANNX-23-7) on May 7th, 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The included Ordinance has not been previously reviewed by City Council.

APPROVED OR DIRECTION GIVEN:

Staff has been directed by City Council, at the March 19th, 2024 hearing, to draft an ordinance as part of finalizing the annexation into the City of Post Falls.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park Annexation (ANNX-23-7) Ordinance

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A PARCEL OF LAND BEING A PORTION OF EXISTING RIGHTS-OF-WAY AND 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. TOTALING 1.214-ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF N. SYRINGA STREET AND E. LEGION ROAD.

(File No. ANN-23-7)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 1.214 ACRES, A PARCEL OF LAND BEING A PORTION OF EXISTING RIGHTS-OF-WAY AND 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; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on February 13, 2024, and the City Council March 19, 2024, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map

of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 20____.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 1.214-acres and zoning the property Single-Family Residential (R1). The property is located at the northeast corner of N. Syringa Street and E. Legion Road, and is legally described as:

A parcel of land being a portion of existing rights-of-way and 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;

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°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 of Section 35;

Thence, continuing North 88°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.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/2/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Tiny Home Performance Standards Ordinance (TA-23-2)

ITEM AND RECOMMENDED ACTION:

Sign Tiny Home Performance Standards Ordinance to amend Title 18 to include a new Post Falls Municipal Code (PFMC) Section 18.24.034: Tiny Home Residential Performance Standards.

DISCUSSION:

Staff is bringing forth this Text Amendment as a follow-up from the Cottage Home Performance Standards that were adopted on February 7th, 2023. Additionally, there have been a number of workshops regarding this proposed Tiny Home Standards. Housing prices and availability have been a discussion over the past few years and staff has put together Tiny Home Performance Standards to help provide an option for diverse housing within the City. City Council approved the performance standards at the June 18, 2024 hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February of 2023, the Planning Department drafted an Ordinance for Tiny Home Performance Standards. Following the draft Ordinance, staff presented the standards at a joint workshop in April 2023. Staff was directed to look nationally at how tiny homes are being utilized and what regulations the nation has used. Once the research was complete staff presented an updated tiny home workshop to City Council, concluding nationally how tiny homes are viewed and used. To get further guidance in finalizing the performance standards staff presented the findings to Planning and Zoning Commission in September 2023. April 2024, City Council heard from staff on the finalized ordinance before starting the public hearing process.

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission recommended approval for the proposed Tiny Home Performance Standards. The Commission's motion added language to restrict Tiny Home developments to have a maximum size of five (5) contiguous acres. This has been updated within the Ordinance under Limitations subsection six (6) of the General Development Standards. City Council approved to move forward with the ordinance at the June 18, 2024 hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Tiny Home Performance Standards Ordinance

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.034 TITLED TINY HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

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

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

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

Green Roof: A green roof is a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Tiny Home: Any detached residential structure (pre-manufactured or stick built) with a total living area, excluding any attached garage, of less than eight hundred (800) square feet.

SECTION 2. That a new Section 18.24.034, entitled TINY HOME RESIDENTIAL PERFORMANCE STANDARDS is added to the Post Falls Municipal Code as follows:

18.24.034: TINY HOME RESIDENTIAL PERFORMANCE STANDARDS:

A. Purpose: The purpose of this section is to: to provide housing types that are responsive to changing household demographics (e.g., retirees, small families, and young professionals); to expand opportunities for home ownership; to encourage creation of functional usable *Green Space*

in residential communities; to promote neighborhood interaction and safety through design; to encourage opportunities for infill development; and ensure that residents of such housing enjoy a high-quality environment, with permanence, stability, and access to *Green Space*.

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

C. General Development Standards:

1. Attached Garages:

- a. Garages on *Front Loaded Tiny Homes* and *Side Loaded Tiny Homes* cannot exceed three hundred and sixty (336) square feet in size.
- b. Garages on *Rear Loaded Tiny Homes* cannot exceed five hundred (500) square feet in size.

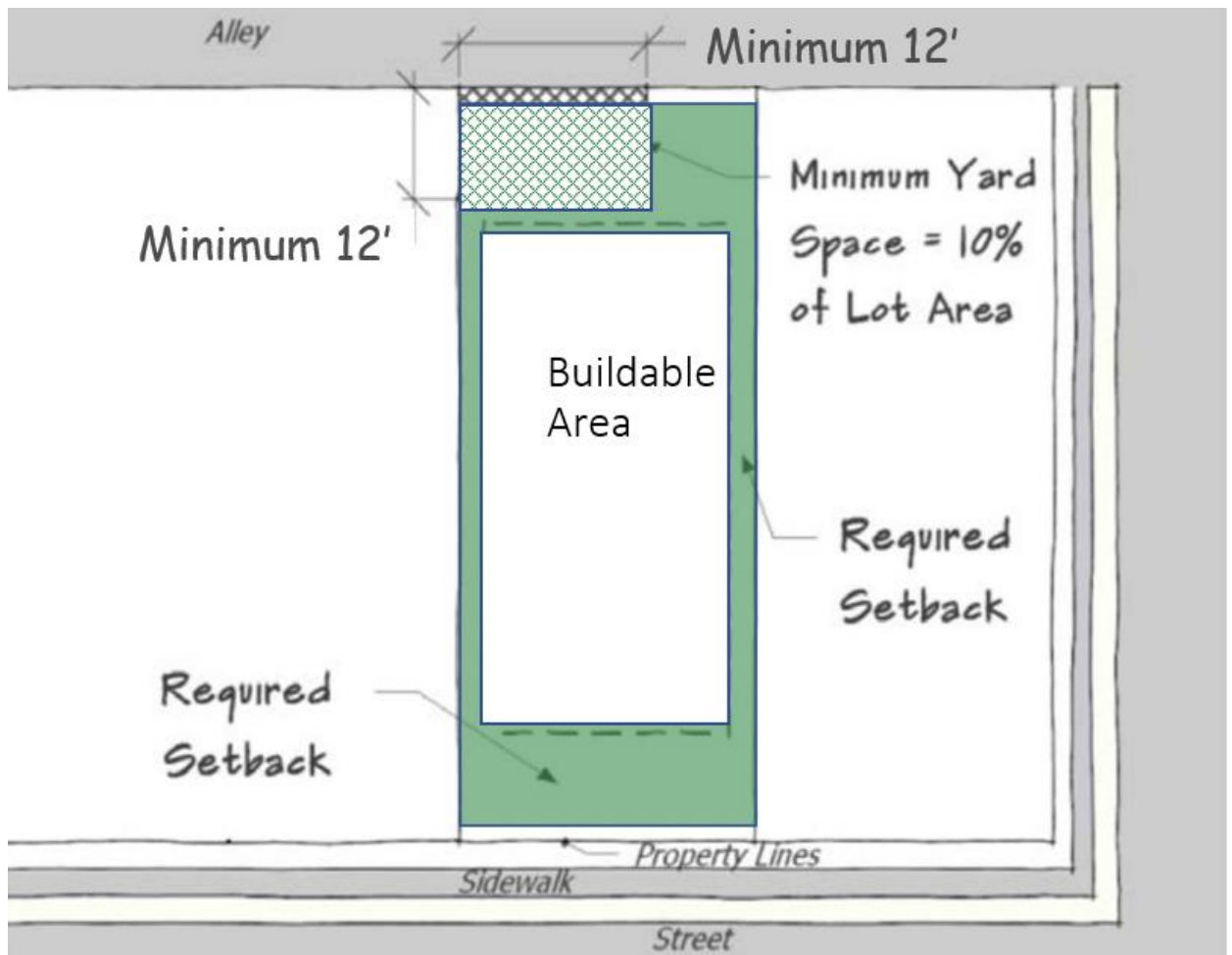
2. Architectural Design:

- a. Each *Tiny Home* must have a front porch with a minimum depth of six (6) feet. The porch must also meet the following requirements:
 - i. *Front Loaded Tiny Homes* must have a porch no less than fifty square feet (50) square feet in size.
 - ii. *Side Loaded* and *Rear Loaded Tiny Homes* must have a porch no less than eighty (80) square feet in size.
- b. Attached garages for *Front Loaded Tiny Homes* cannot exceed sixty-six (66%) of the width of the structure.
- c. *Accessory Structures* must match the architectural style of the *Tiny Home* and meet separation requirements contained in the adopted building code.
- d. Each *Tiny Home* must have a minimum of two (2) of the following building elements, features, or treatments incorporated into the front façade and street facing façade.
 - i. Windows with visible trim and mullions or recessed windows;
 - ii. Dormers/false dormers;

- iii. Bay windows;
 - iv. Gables detailing;
 - v. Architectural detailing on pillars, posts, or railings;
 - vi. Stonework or masonry;
 - vii. Minimum sixteen inch (16”) offset in building face or roof;
 - viii. Detailed door (multi-panel or glass insert) or window adjacent to front door (sidelite);
 - ix. Variation in roof or building colors and materials, on *Tiny Homes*, including but not limited to, brick, stone, or other masonry accents;
 - x. Any other building elements, treatments, features approved by the *Zoning Administrator* that provide for variety and visual interest.
- e. *Tiny Homes* containing vinyl siding cannot be within 10 feet of another structure with vinyl siding.

3. Green Space:

- a. Green Space: *Tiny Home* developments must provide five-hundred and fifty square feet (550) square feet of common *Green Space* for each *Tiny Home*. For *Tiny Homes* placed on individual *Lots*, the amount of common *Green Space* may be reduced to three-hundred and twenty-five (325) square feet. Each common *Green Space* must provide at least one pet waste clean-up station.
- b. When *Tiny Homes* are placed on individual *Lots*, each lot must provide a contiguous and usable *Yard*. This area cannot include structures, driveways, parking, or be included within common *Green Space*. Additionally, the *Yard* must:
 - i. Be located in the rear or side yard and not be within the required front yard setback;
 - ii. Be equal to at least 10% of the parcel area; and
 - iii. Have no dimension less than 12 feet or less than 10 feet for parcels smaller than 2,400 sq ft.



- c. Within common *Green Spaces* one (1) class II or III *Tree*, as outlined in the “Post Falls Tree Standards Manual,” for each seven thousand five hundred (7,500) square feet of *Green Space* is required. The species must be approved by the *Urban Forester*.
- d. Structures providing indoor recreational space (excluding office/managerial areas), with a minimum area of at least 350 square feet, with no dimension being less than 17 feet and having a floor to ceiling height of at least ten (10) feet, may be included as part of the common *Green Space* if they provide the residents any of the following activities:
 - i. Game equipment
 - ii. Work-out equipment
 - iii. Sport court facilities
 - iv. Swimming Pools

- v. Greenhouses
 - vi. Wood shop
 - vii. Or other designated project or game equipment approved by the Zoning Administrator
4. Fences: Fences are not allowed within common *Green Space* areas, unless approved by the *Zoning Administrator* to secure or enclose an amenity within the *Green Space* that creates a safety, security, or usability concern. Examples of where exemptions may be considered include; dog parks, tennis/pickleball courts, community gardens, *Swimming Pools*, etc.
5. Parking:
- a. Each *Tiny Home Dwelling Unit* must provide at least two (2) parking spaces for each *Tiny Home Unit* that meets the requirements of Section 18.24.020. For *Tiny Home* development projects up to 50% of the required parking spaces may consist of on-street parking. On-street parking spaces on a public street are community spaces and may not be assigned to a designated *Tiny Home*.
 - b. An additional .25 parking spaces must be provided in a *Parking Cluster* for each *Tiny Home* within a development of eight (8) or more units.
6. Limitations:
- a. *Tiny Home* developments can be no larger than five (5) acres of contiguous *Tiny Home* use.
- D. *Tiny Home Single-Family Performance Standards*: Single-Family *Tiny Home* development must also meet the following standards:
- 1. Minimum *Lot* area: two thousand (2,000) square feet. Corner lots shall not be narrower than twenty-five (25') feet.
 - 2. Site Design and Orientation:
 - a. Up to 50% of the vehicular access to *Tiny Homes* in a development can be *Front Loaded*. *Tiny Homes* with a detached garage placed behind the home are not considered *Front Loaded* for the purposes of this section.

- b. *Tiny Homes* are encouraged to front *Green Space*.
- c. Each *Tiny Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. When no sidewalk is present, then a connection must be made to the edge of private street or public right-of-way.
- d. *Tiny Home* developments with eight (8) or more *Tiny Homes* must have fifty percent (50%) of the common *Green Space* centrally located. Common *Green Space* must front a public or private street and have twenty percent (20%) of the perimeter of the *Green Space* fronting the public or private street.
 - i. Common *Green Space* must be in a separate tract or tracts and be owned and maintained by a homeowner's association (HOA). The homeowner's association's covenants must include the perpetual maintenance of all common areas, including common *Green Space* and preclude the conversion of such common areas to any other *Use*. Alternatively, the *Zoning Administrator* may approve an alternative guarantee of maintenance and limitation to *Green Space* use upon a determination that the alternative provides an equivalent guarantee that the *Green Space* will be adequately maintained.

3. Setbacks and Height Limitations:

- a. Front: Sixteen feet (16') to the *Principal Plane* and garages must comply with the Official Bulk and Placement Regulations Table in section 18.20.040 of this ordinance.
 - i. If no easement exists along the front property line, then the front setback may be reduced up to five feet (5').
 - ii. For *Front Loaded Tiny Homes*, garages must not project beyond the front porch. Additionally, the front entryway must be visible and generally parallel to the public or private street.
- b. Side: Each side yard must have a setback of at least three (3') feet and both side yards must total at least ten (10') feet.
- c. Rear:
 - i. *Front Loaded Tiny Homes*: Twelve (12') feet.
 - ii. *Rear Loaded Tiny Homes*: Twenty (20') feet.
- d. Flanking Street: Ten (10') feet; and

- e. Height: Twenty-Five (25') feet.
4. Accessory Structures: *Accessory Structures* cannot exceed the height of the primary structure and not exceed one story. Additionally. The sum of all permitted *Accessory Structures* cannot exceed seven-hundred and twenty (720) square feet with no single accessory structure greater than five hundred (500) square feet.
 5. Green Infrastructure Design Standards:
 - a. Where a minimum of twenty-five percent (25%) of the *Lots* contain green infrastructure amenities contained in this section, common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.
 - i. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
 - ii. Water harvesting barrels or downspouts.
 - iii. *Green roofs*.
 - iv. EV Charging Stations.
 - b. When at least 75% of the common *Green Space* utilizes *Xeriscaping* meeting the requirements of Section 18.24.080(E) the common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.
 6. Fences: Fences on individual *Lots* must comply with 18.24.020 (K).
- E. Tiny Home Multi-Family Performance Standards: Multi-family development of three (3) or more *Tiny Homes* on a single *Lot* must utilize the site plan review process in Section 18.20.130 of this Title, and must also conform to the following standards:
1. Separation: All *Tiny Homes* must meet the separation requirements in the adopted building code without the use of additional fire rated materials.
 2. Site Size, Design and Orientation:
 - a. Vehicular access to the *Tiny Home* must be from the rear or side, unless approved through a Special Use Permit.

- b. *Tiny Homes* are encouraged to front *Green Space*.
 - c. Each *Tiny Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present, then a connection must be made to the edge of private street or public right-of-way.
3. Setbacks and Height Limitations: The following setbacks from exterior property lines of the multi-family development are as follows:
- a. Front: Twenty feet (20');
 - b. Side: Ten feet (10');
 - c. Rear: Ten feet (10');
 - d. Flanking Street: Twenty feet (20'); and
 - e. Height: Twenty-five feet (25').
4. Green Space: The required *Green Space* must comply with the requirements of Section 18.24.030 D.7. of this Title but do not qualify for density bonuses.
5. Green Infrastructure Design Standards: Where green infrastructure amenities are provided and selected from the following list, common *Green Space* requirements may be reduced by fifty (50) square feet per *Tiny Homes*.
- a. Electrical vehicle (EV) charging stations at a minimum of one (1) station per twenty-five (25) *Tiny Homes*.
 - b. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
 - c. Apply *Xeriscaping* on at least 50% of the open space meeting the requirements of Section 18.24.080(E) located in community or Green Space areas.
6. Access, Driveways, Parking, and Garages: The *Zoning Administrator* may consider consolidated parking structures under the site plan review process.
7. Refuse: All outside storage areas and solid waste storage areas must meet the requirements of Post Falls Municipal Code Section 18.24.040(C). Adequate access must be provided

for collection of solid waste. The *Zoning Administrator* may approve alternative methods of screening if the proposed screening is at least as effective at screening the storage areas from view as the requirements of this section.

SECTION 4. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____, 2024.

APPROVED, ADOPTED and SIGNED this day of , 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.034 TITLED TINY HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which [DESCRIPTION]; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of June, 2024.

_____/s/_____
Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

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

Dated this day of , 2024.

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 7/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Utilities Consumer Confidence Report

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

None