



**CITY COUNCIL
MEETING AGENDA**

**August 20, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Fiscal Year 2025 Budget

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. VHA Medical Foster Homes - Jamie Pillers
- b. Employer Support for the Guard and Reserves Employer Patriot Award for Bryan Myers

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 – 08.06.2024, City Council Meeting
- b. Payables 8.6.24-8.20.24
- c. June Cash and Investments
- d. FY 2024 Audit Engagement Letter
- e. The Ridge At Prairie Falls Plat Application
- f. Our Next Venture Zone Change Reasoned Decision (ZC-23-4)
- g. Our Next Venture Zone Change Agreement (ZC-23-4)
- h. Surplus Kubota Tractor
- i. Addendum II to Appendix II of the Prairie Crossing Construction Improvement Agreement (CIA)
- j. Legion Park Master Development Agreement (SUP-23-4 & SUBD-23-6)

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. Fiscal Year 2025 Budget Hearing

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. Our Next Venture Zone Change Ordinance (ZC-23-4)

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Proposed Critical Materials Ordinance and Memorandum of Understanding with Panhandle Health District
- b. Purchase and Sale Agreement with Treend/Schons, Lundy Easements and Property
- c. Purchase and Sale Agreement with Avista, Lundy Easement
- d. Prairie and Fennecus Roundabout Art Proposal

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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 COUNCIL
MEETING MINUTES**

**August 6, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Post Falls School District Funding Discussion

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

Post Falls School District Superintendent Dena Naccarato presented Public School Funding in Idaho and in the Post Falls School District. 76% of public school funding for Post Falls comes from the state. The remainder is from federal and local sources. Bonds are for building, levies are for learning. There have been recent challenges with teacher salaries due to proximity to Washington and the high cost of living. State funding only covers part of Post Falls teacher's salaries. Enrollment has been down in Post Falls in the last two years. Idaho Public School funding is based on attendance and funded by units.

Workshop adjourned at 5:49 PM

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

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

None

AMENDMENTS TO THE AGENDA

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

Motion by City Council Ziegler to remove from this agenda items 1e, 3b, and the Executive Session.

Second by City Council Steigleder.

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

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.

None

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 –July 16, 2024, City Council Meeting
- b. Payables 7/18/24-8/6/24
- c. May Cash and Investments
- d. Prairie Trail Improvement Agreement Addendum #1

Item 1e was removed from this meeting in amendments to the agenda.

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

Second by City Council Westlund.

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

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:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. WRF Biosolids Hopper and Biofilter Modifications Project - Construction Contract Award

Craig Borrenpohl, Utility Manager Presenting: This is a request to award the construction contract for the Water Reclamation Facility Biosolids Hopper Biofilter Modifications Project. The project history, including the previous informal bid process that was held and, subsequently, all bids were rejected, was reviewed. The scope of the project was increased for the formal bid process. The goal of the proposed project is to isolate the load out auger to prevent solids from falling outside after each cycle, to reduce odors through the biofilter media replacement, and to fix the distribution piping. Apollo Inc is the apparent low bidder. The engineer and staff recommend awarding the contract to Apollo Inc. Total contract amount is \$481,040.45, funded through the WRF Odor, Solids, and Dewatering Project Budget.

Jacobson: Are you comfortable with the dollar amount that the bids came in at, is that within your estimate?

Borrenpohl: We are, we were excited to see this bid number.

Jacobson: I had a citizen stop me and said they were driving by the plant and that the odor has been somewhat noticeable lately. Do you think that will be addressed with the replacement of the Biofilter?

Borrenpohl: We are always seeking to address the odors. The biofilter has been online for eight years. We've been working there for forty years. The media has met its end of useful life, so we expect replacement will help with that.

Field Herrington, City Attorney: I want to clarify that the initial bids were too high for the informal bidding process which triggered us to go through the formal bidding process.

Motion by City Council Ziegler to Approve the WRF Biosolids Hopper and Biofilter Modifications Project - Construction Contract Award.

Second by City Council Westlund.

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

- b. Alcoholic Beverage Fees

This item was removed from this meeting under amendments to the agenda.

- c. Spokane Street Rehabilitation – Contract Change Order 1 to Extend Paving Limits

Public Works Projects Division Manager Andrew Arbini Presenting: This is the Spokane Street Rehabilitation Contract Change Order 1 to Extend Paving Limits in agreement with ITD. Following the original project contract award, ITD reached out to the city requesting to extend the

city's Spokane Street paving limits to address maintenance work that was under their jurisdiction. Last month, Council approved the ITD cooperative agreement authorizing ITD to pay the city \$700,000 for the extended pavement portions. Tonight is for the negotiated contract change to add the paving limits. The change order cost is \$421,660.65 and adds 7 days to the contract. The total change order 1 amount, which includes a 10% contingency and the engineering and CMS work, is \$553,826.65, which would be paid out of that lump sum payment by ITD. The planned project start is September 3, 2024. They expect project completion by November 2024. There will be traffic revisions and I-90 ramp closures. It will include day and nighttime work. We will be publishing notices through the city's social media and updates.

Jacobson: \$700,000 from ITD. If we spend \$553,000, do we get the balance of that and apply it to our project?

Arbini: That was not clearly defined in the agreement, so we will have to revisit with ITD.

Jacobson: Also, the project completion date is November. Isn't that getting late for laying asphalt?

Arbini: We are bumping into the end of the year. Looking at the latest schedule, paving and striping is in late October.

Steigleder: Is this a different contractor than who is doing the HWY 41 interchange?

Arbini: It is.

Steigleder: Do they have any intention of working together so that we don't have no exits or on ramps from Pleasant View to Northwest?

Arbini: When this conversation started with ITD, that was one of the "no go" situations. If we were not able to close the Spokane Street ramps, ITD communicated to us that the 41 and I90 project will take precedent, and they do have intermittent closures planned. We have reached out to the contacts at ITD, it appears we can work through the timing of that and ITD would have the final say on whether we could close the ramps on Spokane Street.

Motion by City Council Ziegler to Approve the Spokane Street Rehabilitation – Contract Change Order 1 to Extend Paving Limits.

Second by City Council Westlund.

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. Fiscal year 2025 budget resolution

Finance Director Jason Faulkner Presenting: I'm asking for approval of the resolution, so I can advertise for the budget hearing that is upcoming. The budget hearing will be on August 20th. We'll have the budget hearing at that time, the fee hearing, and we will be discussing foregone at that meeting. This resolution gets the advertising going so we can start the kickoff.

Jacobson: This is the high-water mark, correct?

Faulkner: Correct.

Steigleder: With this motion we are not agreeing to any of the specifics that are in the budget, correct?

Faulkner: No, this is strictly for advertising. What Idaho requires is it shows the actual of the two years prior, the current budget that we are in, and the proposed budget that we are advertising for.

**Motion by City Council Ziegler to Approve the Fiscal year 2025 budget resolution.
Second by City Council Westlund.**

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

b. Addendum #1 to Development Agreement Point Zone Change (RZNE-0001-2022)

City Engineer Robert Palus Presenting: I'm asking for approval for the Addendum #1 to the Development Agreement for the Point Zone Change. The original Development Agreement was entered into in August 2022. In that agreement, the developer was required to perform a sewer study before moving forward with any multifamily development. The study was completed in late 2023 and identified some impacts that needed to be addressed. The Sysco Lift Station had a design capacity of 500 gallons per minute. At the projected build out for the Sysco Lift Station, with this 16 acre multi-family, we would see peak flows at about 452 gallons per minute. The city operates under the peak flow and then increasing that by 20% so we have a factor of safety in there for reserve capacity. The report identified that there was some private and public responsibilities to increase capacity and perform some upgrades and design standard considerations. Normally, when we exceed 500 gallons per minute, we require three pumps into that lift station and some other improvements. The city then had to negotiate a new agreement with the development for these considerations. That brings forward the addendum tonight. The developer will be responsible for providing one pump, completing electrical upgrades, and completing flow meter installation.

Jacobson: So basically, this was an agreement we already approved, but now we are making sure the infrastructure is capable of meeting the standards as required.

Palus: Correct. We are making sure the city is protected in getting these improvements.

Westlund: We have two pumps on that station now, and we need to go to three?

Palus: There isn't room in the existing wet well to put three pumps in there. If it's a two pump configuration, either pump needs to be able to handle the peak flows. If you go to a three pump configuration, your two weakest pumps have to be able to handle any of the flows. In this case, we are saying either pump can handle the current flows, but if something goes wrong, we have a spare at the treatment plant, that we can get a replacement pump out there relatively quickly.

Ziegler: Do we have cost estimates of the 550 gallon per minute pump?

Palus: No, we do not at this time. That's one of the reasons for the required preliminary engineering report.

Ziegler: So when we get that report and know that amount, will the cost of the pump come back to council for approval, or is that part of what we're deciding tonight?

John Beacham, Public Works Director: Given my guess of what these pumps would cost, we would likely be coming to you to ask for approval to buy them. I think they will be upwards of \$50,000.

Steigleder: Is there a reason this isn't a public hearing?

Field Herrington, City Attorney: We aren't modifying the original agreement, we're just adding the

addendum to that agreement.

Steigleder: Does it seem reasonable to you that 16 acres of multi-family has roughly the same amount of needs as 16 acres of commercial?

Palus: Yes it does. We run it through our model. We utilize averages.

Steigleder: Can you explain the ramifications of not making this addendum?

Palus: If it's not made, the developer could move forward and get their permits at this point. However, they would still be responsible for putting together and completing all the improvements that are identified in the agreement. The City wouldn't be doing anything towards the pump upgrades.

Motion by City Council Ziegler to Approve the Addendum #1 to Development Agreement Point Zone Change (RZNE-0001-2022) .

Second by City Council Westlund.

Ayes: City Council Ziegler, City Council Shove, City Council Westlund

Nays: City Council Steigleder

Motion Carried

c. Quarry Sports Complex LWCF Grant Application

Parks Planner Robbie Quinn Presenting: I'm seeking approval to apply for the Land and Water Conservation Fund Grant for Phase One of the Quarry Sports Complex, previously known as the Tullamore Sports Complex. Phase one is looking at building two of the multi-use fields, one parking lot, a shelter, and a plaza, with two add-alternates for the playground and sports courts. We are applying for \$1.25 million in grant funding. The project total base bid estimate is about \$5 million. That would leave us obligated with the grant at \$3.75 million.

Jacobson: The \$3.25 million is that with impact fees?

Quinn: Correct. Currently, we have about \$5.9 in impact fees. About \$1.5 is already taken with Black Bay and some of our other projects. Leaving us with about \$4 million. This would likely be about another year from now as well.

Motion by City Council Ziegler to Approve the Quarry Sports Complex LWCF Grant Application.

Second by City Council Westlund.

Ayes: City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

5. CITIZEN ISSUES

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

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. State Transportation Investment Program Overview

City Engineer Robert Palus Presenting: Each year the State of Idaho updates their State Transportation Investment Program. This lays out projects that the state is doing along with what local jurisdictions are doing with federal or state funds. 95% of the funding is for construction, 3% is for development, and 2% is for rights-of-way. Funding sources are 60% federal, 39% state, and 1% other. The Chase Road BNSF railroad crossing is scheduled for construction in 2025 and will improve the railroad crossing near the school, the school zone, and update the pedestrian crossing along Chase Road between 12th and Mullan. We are working with the railroad to come to an agreement for this project that will come back before Council. The other project that we have in the city is the Prairie Avenue widening from Highway 41 to Meyer Road. This is primarily a Post Falls Highway District project, to be constructed in 2028. The project will put in missing curb and gutter and widen Prairie Avenue from Meyer Road to Highway 41 to a five-lane road. It will also complete the two roundabouts and put in the missing pedestrian facilities along that route. There will also be a Prairie Trail Underpass installed, putting a bicycle path under Prairie Avenue. Other ITD and Kootenai County area projects were highlighted.

Jacobson: I'm excited to see the Pleasant View and 53 interchange being approved. I want people to understand that the Post Falls Highway District is not the City of Post Falls.

7. MAYOR AND COUNCIL COMMENTS

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Jacobson: Councilor Malloy, we miss you. Joe was hit on his motorcycle on his way to work. We thank God he was not hurt seriously. He's not in good shape, but he could have been hurt worse. Bear in mind that people are on motorcycles and it is dangerous. Please be careful as you drive, keep motorcycles, bicyclists, and children at the top of your mind as your driving.

Steigleder: Is there an acreage limit on cottage homes like there is for tiny homes?

Bob Seale, Community Development Director: No.

Steigleder: I wanted to ask City Staff and Council if there would be any interest in limiting the amount of R3 and tiny homes and cottage homes that is allowed in our CCS developments. Currently, developers or builders can get a special use permit for those zones and are able to build out completely residential in what is named a commercial zone. In the interest of small businesses and keeping a vibrant economy that can keep up with all of our roadwork and maintenance, I would be interested in looking at our options. Also, in our CCM zone it looks like multi-family is limited to 50% but I would be interested in adding cottage homes and tiny homes if we could add those zones as well.

Westlund: It seems like a discussion worth having.

Field Herrington, City Attorney: I would add we are going through the Comprehensive Plan process. A lot of those type of things will be identified as we work through that process.

Ziegler: I think its worth having the discussion.

Shove: I would agree with that.

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)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

This item was removed from this meeting under amendments to the agenda.

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting Adjourned at 6:53 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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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: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 8.6.24-8.20.24

ITEM AND RECOMMENDED ACTION:

Check Run 8.20.24

DISCUSSION:

Check Run 8.20.24

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

1411188.33

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 8.20.24
2. Hand Checks 8.20.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13446 - Check Run 8.20.24
Vendor Set: 01 - Vendor Set 01

Check Date: 8/13/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN11835	SORBONNE HOMES LLC				
APMWB	Check	BOND RELEASE - 2201 W. PLATTE	BOND RELEASE - 2201 W. PLATTE	001-22115	2,000.00
		BOND RELEASE - 1075 E. BLAIR	BOND RELEASE - 1075 E. BLAIR	001-22115	2,000.00
		BOND RELEASE - 1114 E. BLAIR	BOND RELEASE - 1114 E. BLAIR	001-22115	2,000.00
		BOND RELEASE - 1243 E. PERCIVAL	BOND RELEASE - 1243 E. PERCIVAL	001-22115	2,000.00
		BOND RELEASE - 1268 E. PERCIVAL	BOND RELEASE - 1268 E. PERCIVAL	001-22115	2,000.00
		BOND RELEASE - 1321 E. PERCIVAL	BOND RELEASE - 1321 E. PERCIVAL	001-22115	2,000.00
		BOND RELEASE - 1341 E. PERCIVAL	BOND RELEASE - 1341 E. PERCIVAL	001-22115	2,000.00
		BOND RELEASE - 2241 W. PLATTE	BOND RELEASE - 2241 W. PLATTE	001-22115	2,000.00
		BOND RELEASE - 1934 N. SKAGIT	BOND RELEASE - 1934 N. SKAGIT	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION				
APMWB	Check	BOND RELEASE - 1166 E. ALLENBY	BOND RELEASE - 1166 E. ALLENBY	001-22115	2,000.00
		BOND RELEASE - 1362 E. ALLENBY	BOND RELEASE - 1362 E. ALLENBY	001-22115	2,000.00
		BOND RELEASE - 1264 E. ALLENBY	BOND RELEASE - 1264 E. ALLENBY	001-22115	2,000.00
Balance Sheet Accounts Total:					24,000.00
Dept: 411 Mayor & Council					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69868	RCLA for Randy Westlund	001-411.0000.64010	850.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5836	Lobbying for July 2024	001-411.0000.62040	2,916.66
Dept 411 Total:					3,766.66
Dept: 412 Information Systems					
V040	ODP Business Solutions				
APMWB	Check	377098138001	Office Supplies- IT	001-412.0000.63060	17.66
Dept 412 Total:					17.66
Dept: 414 Finance					
B091	BDS				
APMWB	Check	95868	Utility Billing	001-414.1445.62170	308.66
				001-414.1445.62190	159.16
V040	ODP Business Solutions				
APMWB	Check	377098138001	Office Supplies- IT	001-414.0000.63060	51.47
VEN02035	Staples, Inc				
APMWB	Check	6008024085	Office Supplies-Finance	001-414.0000.63060	54.07
Dept 414 Total:					573.36
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000025588-07202	Summary of Ordinance 1514	001-415.0000.62000	31.10
		0000025587-07202	Summary of Ordinance 1513	001-415.0000.62000	49.58
Dept 415 Total:					80.68
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	92394	DOT Drug Testing July 2024	001-418.4000.72070	1,025.00
Dept 418 Total:					1,025.00
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	18072904	PFPD1 AC Kit	001-421.0000.67100	465.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transfr	INUS271033	Basic Licenses for evidence.com	001-421.0000.67020	5,151.30
VEN13190	Calibre Press				
APMWB	Check	112865	Conference Registration for Flood, Sherman	001-421.0000.64020	1,077.00
		112936	Conference Registration for House	001-421.0000.64020	359.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transfr	SL72952	Annual Adobe Acrobat license renewal	001-421.0000.66014	2,519.40
		SP32534	2 additional Acrobat Pro licenses	001-421.0000.66014	503.88
VEN14145	Charter Communications				
APMWB	Check	228876901080124	Substation Internet	001-421.0000.65030	114.99
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	001-421.0000.65004	933.21
C220	Coleman Oil Co				
APMWB	Check	CP-0145679a	PD Gasoline	001-421.0000.64030	4,832.69
		CP-0150341		001-421.0000.64030	5,659.80
		CP-0156256		001-421.0000.64030	6,282.15
VEN14874	Debra J Salish				
APMWB	Check	24-106	PD Uniform Hem - Rodriguez	001-421.4000.72000	12.00
D070	Dell Marketing LP				
APMWB	Check	10764172080	Scott Harmon laptop	001-421.0000.66044	2,092.21
VEN14986	Eagle Engraving Inc				
APMWB	Check	2024-5842	PD Uniforms - Tie Clasps	001-421.4000.72000	219.95
VEN14972	Frontline Communications Systems				
APMWB	Check	22919	PFPD168 Timer & Harness	001-421.0000.67100	799.00
G020	Galls, LLC				
APMWB	Electronic Funds Transfr	028515030	New Hire Equipment - Levno	001-421.0000.67020	557.69
		028539785		001-421.0000.67020	142.01
		028641461	New Hire Equipment - Nilson	001-421.0000.67020	71.76
		028515029		001-421.0000.67020	557.69
		028539784		001-421.0000.67020	142.01
		028527216	PD Uniforms - Miller	001-421.4000.72000	161.59
		028568574	PD Uniforms - Panza	001-421.4000.72000	59.58
		028709878	PD Uniforms - Levno	001-421.4000.72000	41.40
		028709877	PD Uniforms - Nilson	001-421.4000.72000	41.40
		028697621	PD Uniform Alterations	001-421.4000.72000	26.77
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1155455	PFPD117 Tires	001-421.0000.67190	505.00
		197-1155454	PFPD124 Tires	001-421.0000.67190	639.12
VEN09941	Jacque Panza				
APMWB	Check	080924	Chaplain Stipend - July 2024	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	080924	Chaplain Stipend - July 2024	001-421.0000.62370	75.00
K140	Kootenai Electric				
APMWB	Check	1588061 073024	Blossom Mtn Tower	001-421.0000.65021	400.95
VEN14015	Midway Hyundai				
APMWB	Check	179864	PFPD124 Tire Mount & Balance, Alignment	001-421.0000.67170	208.95
		179402	PFPD133 Tires Mount & Balance, Alignment	001-421.0000.67170	208.95
		179463	PFPD117 Tires Mount & Balance, Alignment	001-421.0000.67170	208.95
N001	Napa Auto Parts				
APMWB	Check	3688-305885	PFPD120 Axle Spindle Nuts	001-421.0000.67100	16.48
		3688-304021	PFPD119 Fuel Module	001-421.0000.67100	428.01
		3688-305147	PFPD108 Battery & Core Deposit	001-421.0000.67100	309.68
		3688-306219	PFPD124 Disc Brake Pad, Rotors	001-421.0000.67100	288.70
		3688-304198	PFPD126 DOHC Valve, Brake Rotors	001-421.0000.67100	227.59
		3688-304148	PFPD126 Fuel Injector & Spark Plugs	001-421.0000.67100	147.13
		3688-303645	PFPD109 Dual Fan Assembly	001-421.0000.67100	143.98
		3688-303638	PFPD1 Dual Fan Assembly	001-421.0000.67100	143.98
		3688-303147	PFPD121 Battery & Core Deposit	001-421.0000.67100	140.88
		3688-304956	PFPD Stock - Wheel Nuts	001-421.0000.67100	94.00
		3688-306160	PFPD124 Blower Motor w Wheel	001-421.0000.67100	87.96
		3688-302918	PFPD Stock - Electrical Tape, Wiper Fluid, T	001-421.0000.67100	87.55

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3688-306054	PFPD Stock - Wiper Blades, Batteries	001-421.0000.67100	82.72
		3688-304807	PFPD Stock - Terry Towels	001-421.0000.67100	65.36
		3688-304808	PFPD119 Serpentine Belt	001-421.0000.67100	41.67
		3688-304151	PFPD126 Panel Filter, Air Flow Sensor	001-421.0000.67100	30.74
		3688-306251	PFPD108 Repel Wiper Blades	001-421.0000.67100	25.38
		3688-306055	PFPD Stock - Repel Wiper Blades	001-421.0000.67100	25.38
		3688-305265	PFPD108 Battery Terminal	001-421.0000.67100	7.96
		3688-304675	PFPD Stock - Air Filters	001-421.0000.67100	29.98
		3688-304676		001-421.0000.67100	119.92
VEN01379	O'Reilly Auto Parts				
APMWB	Check	3829-174978	PD Honda Battery & Core Charge	001-421.0000.67100	115.04
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69871	RCLA 2025 - Owens	001-421.0000.64020	850.00
		69872	RCLA 2025 - Bowne	001-421.0000.64020	850.00
VEN04236	Ramey's Yard Care				
APMWB	Check	738497	PD Quarterly Pest Control	001-421.0000.68010	115.00
R200	Rocky Mountain Info Network				
APMWB	Check	25690	RMIN Annual Membership	001-421.0000.62060	250.00
R2161	Rose City Label				
APMWB	Check	161753	PD Junior Officer Stickers	001-421.0000.63060	444.00
R251	Serights Ace Hardware				
APMWB	Check	358052/1	PD Tools - #2 x 6in Screwdriver	001-421.0000.67090	8.99
		358080/1	PD Tools - Head Lamp, Screwdriver Bit	001-421.0000.67090	58.48
		357770/1	PD Shop Hardware	001-421.0000.67100	56.73
S285	Spalding Auto Parts				
APMWB	Check	2133498	PD124 Exhaust Assembly	001-421.0000.67100	40.00
		2134646	PFPD001 Front Crossframe	001-421.0000.67100	166.00
		2133607	PD124 Exhaust Assembly Return	001-421.0000.67100	-40.00
VEN02035	Staples, Inc				
APMWB	Check	6008024084	Office Supplies-PD	001-421.0000.66042	463.46
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV/2024/00983	New Hire Jumpsuit - Morgan	001-421.4000.72000	1,377.58
		INV/2024/00981	New Hire Jumpsuit - Garcia	001-421.4000.72000	1,083.64
		INV/2024/00860	New Hire Jumpsuit - Roach	001-421.4000.72000	485.24
		INV/2024/00977	New Hire Jumpsuits - Morris & Scott	001-421.4000.72000	485.24
T0030	T-Mobile USA				
APMWB	Check	986172479 072124	PD Phones	001-421.0000.65030	696.48
		997252888 072024	PD Control Center - July	001-421.0000.65030	1,376.46
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1077-0524	PD Internet	001-421.0000.65030	435.00
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
		208-197-1085-0524	PD Ethernet	001-421.0000.65030	454.00
Dept 421 Total:					47,575.29
Dept: 423 Oasis					
VEN14982	Rude Law, PLLC				
APMWB	Check	00001 779	VSU Client Legal Services	001-423.1153.68400	1,500.00
Dept 423 Total:					1,500.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-424.0000.64030	106.93
		CP-0143074	June 2024 Fuel usage	001-424.0000.64030	85.64
D09750	DeVries Info Management				
APMWB	Check	0183023	Shredding	001-424.0000.63060	55.00
L070	LexisNexis Matthew Bender				
APMWB	Check	S00142761	Criminal Code Books	001-424.0000.63010	299.53
V040	ODP Business Solutions				
APMWB	Check	374064119001	Office Supplies-Legal	001-424.0000.63040	148.99
VEN14845	Smith & Malek, PLLC				
APMWB	Check	51633	GVD Partners HWY 41 Borrow Pit	001-424.0000.62040	15,106.81

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transfr	2004/05/0019	Prosecutor Badges	001-424.0000.63790	301.74
Dept: 424 Animal Control					
Dept 424 Total:					16,104.64
C220	Coleman Oil Co				
APMWB	Check	CP-0145679a	PD Gasoline	001-427.0000.64030	236.19
		CP-0156256		001-427.0000.64030	313.86
K08222	Kootenai Animal Hospital				
APMWB	Check	887998884	Vet Services - 24PF17300	001-427.0000.62040	87.05
		887998884a	Vet Services - 24PF17300	001-427.0000.62040	87.05
Dept 427 Total:					724.15
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96822	Fittings and hoses for Volvo plows	001-431.0000.63525	2,765.92
A365	American On-Site Services				
APMWB	Check	137070	Streets Portajohn clean out	001-431.0000.68130	156.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	406364	Crack Seal 2024	001-431.0000.68110	5,292.54
VEN05261	CDA PAVING				
APMWB	Check	98077	Dumping - Asphalt/gravel mix	001-431.0000.68130	25.00
		97647	Dumping Clean Concrete	001-431.0000.68130	56.40
		97551	Dumping Asphalt/Gravel Mix	001-431.0000.68130	275.00
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	001-431.0000.65004	495.71
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-431.0000.64030	5,360.43
		CP-0153656	Fuel Usage - July 2024	001-431.0000.64030	7,300.16
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-581164	2024 Durapatcher Oil	001-431.0000.68090	325.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	983173	Asphalt for repave of Scott Street	001-431.0000.68130	3,078.36
VEN14930	National Safety Inc				
APMWB	Check	0731549-IN	Uniform shirts - Tim Horn	001-431.4000.72000	83.65
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	9522	Asphalt to Overlay Pave Scott St & Acorn Lo	001-431.0000.68130	16,314.90
		9483	Asphalt to pave 1st Ave & Scott St	001-431.0000.68130	37,071.30
		9449	Asphalt to patch Mullan Ave	001-431.0000.68130	5,715.50
		9557	Asphalt - patching	001-431.0000.68130	937.30
		9522	Asphalt to Overlay Pave Scott St & Acorn Lo	001-431.0000.68130	36,931.30
P217	Porter W Yett Company, Inc.				
APMWB	Check	24569-1	2024 Asphalt Grinding	001-431.0000.68130	17,713.20
R251	Serights Ace Hardware				
APMWB	Check	357718/1	Marking paint	001-431.0000.63260	16.18
		357794/1	tools	001-431.0000.67090	98.06
		357971/1	Hole Saw & Drill bit	001-431.0000.67090	26.08
		357771/1	Propane	001-431.0000.68100	22.62
		357816/1		001-431.0000.68100	19.43
		357926/1		001-431.0000.68100	8.41
		357772/1	5 Gallon Cooler	001-431.0000.68130	31.49
		357753/1	nuts & Bolts	001-431.0000.68130	1.00
		357944/1	Propane	001-431.0000.68130	25.81
VEN02035	Staples, Inc				
APMWB	Check	6008024085	Office Supplies-Finance	001-431.0000.63060	15.63
T106	Titan Truck Equipment				
APMWB	Check	1371533	Tommy lift S128	001-431.0000.90010	6,025.46
VEN14310	US Fleet Tracking LLC				
APMWB	Check	476342	Monthly Vehicle Tracking	001-431.0000.66016	569.05
Dept 431 Total:					146,756.89

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-432.0000.64030	37.28
		CP-0153656	Fuel Usage - July 2024	001-432.0000.64030	85.60
Dept 432 Total:					122.88
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-433.0000.64030	184.76
		CP-0143074	June 2024 Fuel usage	001-433.0000.64030	82.22
P310	Platt Electric Supply				
APMWB	Check	INV0148543	hvac fuses	001-433.0000.68030	183.78
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	529087	paper supplies CH and PD	001-433.0000.63140	364.56
		529200	cleaning supplies CH and PD	001-433.0000.63150	302.73
Dept 433 Total:					1,118.05
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96257	Giant Button Head Coupler - S556	001-434.0000.63011	34.71
		96887	Pipe Sealant	001-434.0000.63011	32.40
		96823	Hydraulic Hoses	001-434.0000.63011	299.80
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4200940368	Fleet Laundry & Rug Service	001-434.0000.63160	77.42
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-434.0000.64030	341.03
		CP-0143074	June 2024 Fuel usage	001-434.0000.64030	379.95
C3090	Columbia Electric Supply				
APMWB	Check	1120-1018575	Nylon Cable Ties	001-434.0000.63011	42.43
F020	Fastenal Company				
APMWB	Check	IDCOE204548	Floorboard thread cutting screws	001-434.0000.63012	27.28
VEN03826	FMI Equipment				
APMWB	Check	SPK-1011160	Air Filters - P311	001-434.0000.63012	123.20
VEN14707	Metro Express Carwash				
APMWB	Check	INV0116	July Car Washes	001-434.0000.68014	390.00
N001	Napa Auto Parts				
APMWB	Check	3688-305735	Filter stock	001-434.0000.63011	100.46
		3688-305814	Penetrant Oil - S350	001-434.0000.63011	44.80
		3688-304979	Air Filter - S555	001-434.0000.63011	122.20
		3688-304978	Oil Filter - S555	001-434.0000.63011	13.04
		3688-305735	Filter stock	001-434.0000.63012	43.06
		7439-018185	Fuel cap - P131	001-434.0000.63012	6.43
		3688-304711	filter stock	001-434.0000.63012	33.79
		3688-303624	Fluid filter	001-434.0000.63013	4.44
		3688-305817	Scratch Brush	001-434.0000.67090	18.53
VEN05363	North 40 Outfitters				
APMWB	Check	047750/E	Leaf Spring, Axle bolt, Shackle Spring	001-434.0000.63012	72.97
B100	Owen Equipment Company				
APMWB	Check	00130499	Repair work - S556	001-434.0000.67170	623.86
VEN08121	PacWest Machinery LLC				
APMWB	Check	30422573	Torque Motor - S555	001-434.0000.63011	1,031.14
P180	Perfection Tire				
APMWB	Check	1077322	Tires - C602	001-434.0000.67190	228.44
R060	Ragan Equipment Co.				
APMWB	Check	01-147872	Cleaning Solvent	001-434.0000.65113	52.86
		01-147895	Repair of P473	001-434.0000.67170	300.94
Dept 434 Total:					4,445.18
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-441.0000.64030	910.28

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-441.0000.64030	619.01
R251	Check				
APMWB	Check	357839/1	Cable ties for UF	001-441.0000.67090	17.97
		357675/1	Toll Boxes for UF	001-441.0000.67090	148.48
Dept 441 Total:					1,695.74
Dept: 442 Cemetery					
VEN14799	Arvig Media				
APMWB	Check	30925360018	phone	001-442.0000.62040	31.14
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	001-442.0000.65004	5,105.47
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2254751	MAYALL	001-442.0000.63760	307.00
		1325710	Wideen	001-442.0000.63760	323.00
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-442.0000.64030	463.17
		CP-0143074	June 2024 Fuel usage	001-442.0000.64030	278.92
M0942	Metalcraft, Inc.				
APMWB	Check	268483	VASES	001-442.0000.63760	1,083.96
R251	Serights Ace Hardware				
APMWB	Check	357861/1	irrigation nipples	001-442.0000.68230	27.12
VEN07745	Wilbert Funeral Services				
APMWB	Check	MM25711	ELLIS	001-442.0000.63760	428.00
		MM21080	NOEL	001-442.0000.63760	422.00
		MM25707	BOSSERMAN	001-442.0000.63760	1,336.00
		MM25710	CARDINEL	001-442.0000.63760	1,007.00
		MM25708	ACKERMAN	001-442.0000.63760	509.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	3705110	portland	001-442.0000.68170	18.54
Dept 442 Total:					11,340.32
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003037940	Acetylene for the Welder	001-443.0000.64030	9.08
A365	American On-Site Services				
APMWB	Check	I37171	Q'emiln Portable Restrooms	001-443.0000.65050	210.00
		I37140	Woodbridge Portable Restrooms	001-443.0000.65050	183.00
		I37139	Upper Corbin Portable	001-443.0000.65050	105.00
		I37064	Black Bay Portable Restroom	001-443.0000.65050	178.00
		I37142	The Landings Portable	001-443.0000.65050	155.82
		I37141	Warren Portable Restroom	001-443.0000.65050	105.00
		I37138	Tennis Court Portable Restrooms	001-443.0000.65050	105.00
		I37137	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		I37071	Skate Park Portable Restroom	001-443.0000.65050	105.00
		I37063	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		I21644B	Sportsmans Portable Restroom	001-443.0000.65050	54.00
		I37065	Corbin Portable Restroom	001-443.0000.65050	183.00
		I37164	Community Garden Portable	001-443.0000.65050	105.00
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	31555405	Repair Kiwanis A/C	001-443.0000.67050	409.00
VEN05261	CDA PAVING				
APMWB	Check	97819	Washed - SL for Woodbridge	001-443.0000.94180	120.75
C180	Central Pre Mix Concrete				
APMWB	Check	3811783	Grout for Woodbridge	001-443.0000.94180	69.45
		3812540		001-443.0000.94180	43.40
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	001-443.0000.65004	16,970.89
				001-443.0000.68230	133.33
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-443.0000.64030	4,005.82
		CP-0153656	Fuel Usage - July 2024	001-443.0000.64030	5,184.97

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14983	Commercial Kitchen Services, LLC				
APMWB	Check	5657	Repair Chase Fridge	001-443.0000.67050	165.00
VEN14867	CW Signs				
APMWB	Check	2161	No Water Access Signs	001-443.0000.63260	241.92
F020	Fastenal Company				
APMWB	Check	IDCOE204572	Hardware for Stock	001-443.0000.67030	12.77
G098	Grainger				
APMWB	Check	9197377121	First Aid Kit for Truck	001-443.0000.63110	42.63
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S217677	Bicoder for Irrigation repair	001-443.0000.68230	343.48
I340	Interstate Concrete & Asphalt				
APMWB	Check	983803	Gravel for Woodbridge	001-443.0000.94180	401.20
L109	Lowe's Credit Services				
APMWB	Check	73019	Hearing Protection	001-443.0000.63110	71.23
VEN14065	North Idaho Pest				
APMWB	Check	2024-03	Pest Control in all Parks	001-443.0000.68215	2,234.10
N249	Northwest Playground Equipment				
APMWB	Check	53917	Splash Pad Part	001-443.0000.68013	54.28
R251	Serights Ace Hardware				
APMWB	Check	357778/1	Spark Plug for Mower	001-443.0000.66190	21.57
		357886/1	Strainer for Sink	001-443.0000.67030	15.29
		357820/1	Graffiti Removal Parts	001-443.0000.67050	24.35
		358086/1	Folding Saw	001-443.0000.67090	21.59
		357690/1	Sand for Vandalism	001-443.0000.68170	52.48
		358105/1	Irrigation supplies for P135	001-443.0000.68230	22.29
		357795/1	Irrigation Parts for Spokane Street	001-443.0000.68230	13.77
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	144789174-001	Irrigation parts for stock	001-443.0000.68230	105.09
		144672331-001	Irrigation parts for North Parks	001-443.0000.68230	385.09
		144562105-001	City Hall Irrigation Parts	001-443.0000.68230	409.40
		144473656-001	Parts for the Community Garden	001-443.1667.63009	488.62
C606	Sun Rental Post Falls				
APMWB	Check	490783-01	Tractor Rental for Rough Area Mowing	001-443.0000.67070	1,684.38
U040	United Electrical				
APMWB	Check	22840	Lighting install in Woodbridge Pavilion	001-443.0000.94180	1,635.83
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	529888	Cleaning Supplies for all Parks	001-443.0000.63150	1,810.63
Z026	Ziegler Lumber Co #017				
APMWB	Check	736566	Lumber for Parks	001-443.0000.68160	92.86
		744570	Parts for the Woodbridge Project	001-443.0000.94180	261.65
		739027	Rebar for Woodbridge	001-443.0000.94180	221.00
		743386	Roofing material for Woodbridge	001-443.0000.94180	203.46
Dept 443 Total:					39,681.47
Dept: 444 Parks - Construction					
C210	City of Post Falls				
APMWB	Check	211338	Commercial Plumbing Permit for Community	001-444.0000.94180	6,103.15
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transfr	Payment App #1	Community Garden Improvements	001-444.0000.94180	77,986.85
Dept 444 Total:					84,090.00
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transfr	1357837	Background Checks July 2024	001-445.0000.62080	585.85
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-445.0000.64030	193.47
VEN05955	Darrell Hull				
APMWB	Check	08.06.24a	Youth Golf July Contractual Payment	001-445.0000.62040	3,003.00
		08.06.24	July Contractual Payment- Youth Golf Camp	001-445.0000.62040	1,479.03
VEN14975	National Inventors Hall of Fame, Inc				
APMWB	Check	INV0148455	Camp Invention Registrations	001-445.0000.62040	24,250.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
V040	ODP Business Solutions				
APMWB	Check	378006376001	Office Supplies-Recreation	001-445.0000.63060	79.25
		375978972001		001-445.0000.63060	45.81
		378006376001		001-445.0000.63060	162.80
		378006592001		001-445.0000.63060	9.09
		375980659001		001-445.0000.63060	28.02
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69869	RCLA Class/Traning	001-445.0000.64020	850.00
R097	Rebecca Powell				
APMWB	Check	07.24.24	2024 Fall Guide Layout	001-445.0000.63210	1,220.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transfr	106309	Kickball Shirts	001-445.0000.63430	284.04
		106252	Youth baseball shirts	001-445.0000.63430	36.57
		106340	Recreation staff shirts	001-445.4000.72000	286.54
R251	Serights Ace Hardware				
APMWB	Check	357227	Painters Tape	001-445.0000.67030	10.78
VEN14981	Sowing Joy Farm LLC				
APMWB	Check	0034070	Preschool class farm tour	001-445.0000.63080	140.00
S294	Specialized Needs Recreation				
APMWB	Check	INV0148458	Annual Contribution	001-445.0000.63590	4,000.00
VEN02035	Staples, Inc				
APMWB	Check	6008024087	Office Supplies-Recreation	001-445.0000.63060	35.39
U140	UpScale Mail				
APMWB	Check	5497	return of a dance costume	001-445.0000.63080	17.83
VEN14985	Wes Pitter				
APMWB	Check	08.09.24	Contractual Paymen--Brix Camp	001-445.0000.62040	3,695.00
Dept 445 Total:					40,412.47
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000025611-07232	Public Notice Publication-Anytime Archery S	001-451.0000.62000	233.18
		0000025617-07232	Public Notice Publication - Mongeau Medow	001-451.0000.62000	279.33
		0000025614-07232	Public Notice Publication - Shawver Auto ZC	001-451.0000.62000	319.26
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR335411	Monthly Contract Charges for V9735700465	001-451.1901.66140	7.74
		AR335412	Monthly contract charges for G736M660937	001-451.1901.66140	33.87
R1541	Ricoh USA Inc.				
APMWB	Check	5069907145	Monthly contract charges for C94027912/C9	001-451.1901.66140	46.52
VEN02035	Staples, Inc				
APMWB	Check	6008024086	Office Supplies-Planning	001-451.0000.63060	8.47
		6008024082		001-451.0000.63060	67.31
		6008024083	Credit on returned keyboard	001-451.0000.63060	59.99
		6008024081	Office Supplies-Planning	001-451.0000.63060	139.98
		6008024082		001-451.0000.63060	71.59
Dept 451 Total:					1,267.24
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-452.0000.64030	434.10
		CP-0153656	Fuel Usage - July 2024	001-452.0000.64030	618.63
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR335412	Monthly contract charges for G736M660937	001-452.1901.66140	33.86
		AR335411	Monthly Contract Charges for V9735700465	001-452.1901.66140	7.74
R1541	Ricoh USA Inc.				
APMWB	Check	5069907145	Monthly contract charges for C94027912/C9	001-452.1901.66140	46.51
Dept 452 Total:					1,140.84
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	001-453.0000.64030	210.21
		CP-0143074	June 2024 Fuel usage	001-453.0000.64030	125.53

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR335412	Monthly contract charges for G736M660937	001-453.1901.66140	33.86
		AR335411	Monthly Contract Charges for V9735700465	001-453.1901.66140	7.73
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69870	Inv #69870 - Chris Schneider RCLA	001-453.0000.64020	850.00
R1541	Ricoh USA Inc.				
APMWB	Check	5069907145	Monthly contract charges for C94027912/C9	001-453.1901.66140	46.51
Dept 453 Total:					1,273.84
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	001-481.0000.68390	814.89
Dept 481 Total:					814.89
Fund 001 Total:					429,527.25
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Check	INV-3082	August 2024 Admin Fees	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00203738	July 2024 COBRA letters	003-482.0000.62160	56.00
Dept 482 Total:					206.00
Fund 003 Total:					206.00
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
K08222	Kootenai Animal Hospital				
APMWB	Check	887998006a	K9 Vet Services - Loki	007-425.0000.62040	426.62
		887998006		007-425.0000.62040	426.62
Dept 425 Total:					853.24
Fund 007 Total:					853.24
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
D053	Day Management Corporation				
APMWB	Check	INV833350	PD Communication Tower Maintenance	008-426.0000.67300	435.00
VEN02416	Eaton Corporation				
APMWB	Check	952771053	PD Comm Room UPS Bypass Switch replac	008-426.0000.65021	1,254.49
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	8281937721	Portable Radio Batteries	008-426.0000.67040	2,748.80
Dept 426 Total:					4,438.29
Fund 008 Total:					4,438.29
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN08973	Dardan Enterprises, Inc				
APMWB	Check	City Hall Remodel P	City Hall Remodel Dardan Pay App #1	011-491.1801.93163	105,366.72
Dept 491 Total:					105,366.72
Fund 011 Total:					105,366.72
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
A365	American On-Site Services				
APMWB	Check	129321	Sanitation rental Post Falls Festival	023-446.1601.65050	110.00
		125333	Sanitation for Post Falls Festival	023-446.1601.65050	1,243.00
		133658		023-446.1601.65050	110.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	137533	Post Falls Festival Drum Pump	023-446.1601.65050	55.00
Dept 446 Total:					1,518.00
Fund 023 Total:					1,518.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	July 2024	Impact Fees July 2024	034-428.0000.33117	-360.00
				034-428.0000.62040	6,817.36
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	July 2024	Impact Fees July 2024	034-428.0000.33117	-720.00
				034-428.0000.62040	60,196.37
Dept 428 Total:					65,933.73
Fund 034 Total:					65,933.73
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-003	Impact Fee Update	035-420.0000.80300	3,437.09
Dept 420 Total:					3,437.09
Fund 035 Total:					3,437.09
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-003	Impact Fee Update	037-431.0000.80300	3,437.08
		41354090-029	41354090-029	037-431.0000.95136	2,653.36
Dept 431 Total:					6,090.44
Fund 037 Total:					6,090.44
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	Payment App #4	Black Bay Bid Schedule A & B	038-443.0000.94070	117,799.05
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-003	Impact Fee Update	038-443.0000.80300	3,437.08
Dept 443 Total:					121,236.13
Fund 038 Total:					121,236.13
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96689	WWTP Shop Supplies	650-463.0000.68025	260.33
		96765	Bushings	650-463.0000.68025	10.97
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003038013	High Pressure	650-463.0000.68025	9.08
VEN03129	Barr Tech LLC				
APMWB	Check	9840	Bio Solids Disposal July 2024	650-463.0000.62150	58,072.17
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	81988	Round Top	650-463.0000.68010	390.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4200210885	Uniforms WWTP	650-463.4000.72000	176.05
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	650-463.0000.65080	136.92
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	650-463.0000.65005	484.93

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	CP-0153656	Fuel Usage - July 2024	650-463.0000.65005	599.44
		INV-200391	Dyed ULSD2	650-463.0000.67221	1,085.19
G098	Grainger				
APMWB	Check	9199623472	Piston Spring Check Valve	650-463.0000.68025	73.84
		9198015696	CULTIVATOR,60 IN Fire Ext Bracket	650-463.0000.68025	129.72
H030	Hach Company				
APMWB	Check	14125672	M-TEC, MODIFIED AGAR PLATES,	650-463.0000.63400	596.00
		14121218	AMMONIA, TNT+	650-463.0000.63400	210.89
		14118837	Lab Supplies	650-463.0000.63400	769.25
		14123229	PHOSPHORUS TNT+ LR	650-463.0000.63400	80.86
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S216067	WWTP Supplies	650-463.0000.68010	263.08
VEN14616	Inductive Automation LLC				
APMWB	Check	1333605	SCADA renewal	650-463.0000.66012	4,226.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0175639	August 2024 Hopper Design	650-463.3125.95520	4,784.50
L060	Les Schwab Central Billing Dep				
APMWB	Check	10501007853	FLAT TIRE REPAIR	650-463.0000.67170	29.00
V040	ODP Business Solutions				
APMWB	Check	375663784001	Office Supplies-Water/WW	650-463.0000.63060	22.97
		375681773001		650-463.0000.63060	7.23
		375663784001		650-463.0000.63060	290.27
VEN14559	One Call Concepts, Inc				
APMWB	Check	4075025	Locate Fees Water & WW	650-463.0000.62320	352.17
O040	Overhead Door Company				
APMWB	Check	563106	Service/Installation Hourly Labor	650-463.0000.68010	197.50
		563481	overhead door for Dog Pound	650-463.0000.68010	3,740.00
VEN14427	Pacific Northwest Clean Water				
APMWB	Check	536623	PNCWA2024 tuition	650-463.0000.64020	600.00
R251	Serights Ace Hardware				
APMWB	Check	357766/1	Udder Cream, Super Glue & Butane	650-463.0000.63400	16.70
		357641/1	Wood Screws & Cement	650-463.0000.68010	41.91
		357618/1	WWTP Supplies	650-463.0000.68010	35.68
		357564/1	WWTP Office Supplies	650-463.0000.68025	76.78
		357558/1	2" EMT Strap	650-463.0000.68025	6.44
VEN11958	Ultra-Lawn, LLC				
APMWB	Electronic Funds Transfr	104742	Inverness & Chisholm Mowing July 2024	650-463.0000.62180	153.00
		104549	WRF Lawn Care 2024	650-463.0000.62180	3,500.00
Dept 463 Total:					81,428.87
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96674	WWTP Supplies	650-466.0000.63330	62.83
		96774	Black Ties & Razor Blade	650-466.0000.63330	39.30
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	81422	eco blocks/ grade rings	650-466.0000.63330	4,200.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4200210885	Uniforms WWTP	650-466.4000.72000	176.05
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	650-466.0000.65080	208.29
				650-466.0000.65081	1,639.82
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	650-466.0000.65005	2,201.66
		CP-0143074	June 2024 Fuel usage	650-466.0000.65005	1,781.12
L060	Les Schwab Central Billing Dep				
APMWB	Check	10501007568	FLAT REPAIR T205	650-466.0000.67170	48.28
N001	Napa Auto Parts				
APMWB	Check	3688-304368	Core Deposit Battery	650-466.0000.63006	-28.88
		3688-304357	2yr Warranty Battery	650-466.0000.63006	281.76
B100	Owen Equipment Company				
APMWB	Check	00130488	Ball & Relief Valves	650-466.0000.63330	329.47

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	357683/1	Flex Seal Spray	650-466.0000.63330	16.19
VEN13836	Thermal-King Inc				
APMWB	Check	10003132	Replaced run capacitor	650-466.0000.68010	760.50
VEN14518	Woodhawk Controls, LLC				
APMWB	Check	WC-24075-01	Ponderosa MCC repairs	650-466.0000.62040	1,800.00
Dept 466 Total:					13,516.39
Dept: 467 Wastewater - Recycled Water					
T106	Titan Truck Equipment				
APMWB	Check	1368097	T123 Upfit	650-467.0000.90010	5,032.87
Dept 467 Total:					5,032.87
Dept: 468 Wastewater - Surface Water					
C210	City of Post Falls				
APMWB	Check	INV0148528	City Utilities July 2024	650-468.0000.65080	89.54
				650-468.0000.65081	9,991.91
C220	Coleman Oil Co				
APMWB	Check	CP-0153656	Fuel Usage - July 2024	650-468.0000.65005	961.44
		CP-0143074	June 2024 Fuel usage	650-468.0000.65005	429.75
R1913	Rockhound Landscape Supply				
APMWB	Check	6.13.2024	800 sq ft Sod	650-468.0000.68380	472.00
		7.17.2024	2 yds Screened Sand	650-468.0000.68380	80.00
		5.28.2024	2yds Top Soil	650-468.0000.68380	58.00
R251	Serights Ace Hardware				
APMWB	Check	357667/1	Trimmer Line	650-468.0000.68380	79.17
		357602/1	Grass Seed	650-468.0000.68380	89.99
VEN05934	Sunbelt Rentals				
APMWB	Check	156901614-0001	14" Diamond Blade	650-468.0000.66190	95.00
Dept 468 Total:					12,346.80
Fund 650 Total:					112,324.93
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	236882	Tertiary Upgrade Allwest Invoice July 2024	651-463.3213.90015	2,240.60
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0175637	Tertiary Upgrade JUB Invoice July 2024	651-463.3213.90015	90,916.07
P050	Panhandle Area Council				
APMWB	Check	51-PFLM	Tertiary Upgrade PAC Invoice July 2024	651-463.3213.90015	2,152.00
Dept 463 Total:					95,308.67
Fund 651 Total:					95,308.67
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transf	Corbin Pay App #7	Corbin LS La Riviere Pay App #7 July 2024	652-463.3234.95520	287,777.51
VEN14957	Sonray Enterprises LLC				
APMWB	Check	12th FM Pay App #4	12th Ave FM Phase II Sonray Pay App #4	652-463.3228.95520	134,834.33
S580	Strata				
APMWB	Check	CD2401078-IN	Corbin LS Strata Invoice July 2024	652-463.3234.95520	845.00
Dept 463 Total:					423,456.84
Fund 652 Total:					423,456.84
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	40458	Wood Waste Dumpster	700-461.0000.65050	525.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB C2150	Check City of Spokane	40344	Wood Waste	700-461.0000.65050	100.00
APMWB VEN04268	Check Coeur d'Alene Garbage Service	111897300 073024	Evidence Drug Burn	700-461.0000.65050	34.44
APMWB	Check	2528567	Dumpster service for Q'emiln Park	700-461.0000.65050	1,580.36
Dept 461 Total:					2,239.80
Fund 700 Total:					2,239.80
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB A0001	Check Alsco	96347	Gate Valve & Fire Adapter	750-462.0000.63280	838.70
APMWB VEN14124	Check Badger Meter, Inc.	LSPO2758544	Rags	750-462.0000.63280	150.00
APMWB C1161	Check CDA Garbage	80166310	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	70.50
APMWB C210	Electronic Funds Transf City of Post Falls	2527904	Water recycling bin	750-462.0000.65050	65.00
APMWB C220	Check Coleman Oil Co	INV0148528	City Utilities July 2024	750-462.0000.65004	197.74
APMWB	Check	CP-0153656	Fuel Usage - July 2024	750-462.0000.64030	2,021.03
H215	Core & Main LP	CP-0143074	June 2024 Fuel usage	750-462.0000.64030	1,660.72
APMWB	Check	U188105	16/18 Repair Kit	750-462.0000.63280	1,895.82
		V116150	6" Clamps	750-462.0000.63280	677.02
		V241190	HWY 41 Project	750-462.0000.63280	618.88
VEN12480	Ditch Witch West				
APMWB	Check	909652	Maintenance supplies for Ditch Witch	750-462.0000.67040	669.10
		909653		750-462.0000.67040	39.76
VEN14305	General Pacific, Inc				
APMWB G098	Electronic Funds Transf Grainger	1497765	3/4" Short 7-1/2" Lay Length Cast Iron	750-462.0000.68235	9,900.00
APMWB H003	Check H.D. Fowler Company	9210440625	TRAILER HAND TOOL RACK	750-462.0000.63280	249.90
APMWB VEN01373	Check Intermountain Sign & Safety	I6788559	Water CTS Male Packs	750-462.0000.63280	748.41
APMWB	Check	19207	HIP Board Sign	750-462.0000.63110	780.00
		19128	Safety Sign Frame	750-462.0000.63110	744.00
K080	Knudtsen Chevrolet and GMAC				
APMWB N0991	Check Norco Inc	6273563/1	Oil Change & Tire Rotation W117	750-462.0000.67170	142.77
APMWB	Check	41351768	Latchways	750-462.0000.63110	241.69
		41236609	Gloves	750-462.0000.63110	73.92
		41351678	First Aid Kit	750-462.0000.63110	21.78
		41236608	Eyewear	750-462.0000.63110	11.60
		41320939	Trauma Safety Strap & Latchways	750-462.0000.63110	376.13
V040	ODP Business Solutions				
APMWB VEN14559	Check One Call Concepts, Inc	375663784001	Office Supplies-Water/WW	750-462.0000.63060	71.89
APMWB R251	Check Serights Ace Hardware	4075025	Locate Fees Water & WW	750-462.0000.62320	352.17
APMWB	Check	357813/11	Water Shop Supplies	750-462.0000.63280	55.77
		357798/1		750-462.0000.63280	119.67
		357824/1	Water Shop Supplies	750-462.0000.63280	83.01
		357947/1	Water Shop Supplies & Tools for W116	750-462.0000.63280	20.07
		357492/1	Water Shop Supplies	750-462.0000.63280	124.00
		358028/1	Batteries	750-462.0000.63280	89.55
		357947/1	Water Shop Supplies & Tools for W116	750-462.0000.67090	46.82

Dept 462 Total: 23,157.42

Fund 750 Total: 23,157.42

Packet: APPKT13446 - Check Run 8.20.24
Vendor Set: 01 - Vendor Set 01

Check Date: 8/13/2024

Vendor Number	Vendor Name					
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
Fund: 753 - WATER CAPITAL						
Dept: 462 Water Operating						
VEN14948	Century West Engineering Corp.					
APMWB	Check	248421	May DW Distribution Design	753-462.3225.95500	16,093.78	
				Dept 462 Total:	16,093.78	
				Fund 753 Total:	16,093.78	
				Report Total:	1,411,188.33	



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	24,000.00
	001-411.0000.62040	2,916.66
	001-411.0000.64010	850.00
	001-412.0000.63060	17.66
	001-414.0000.63060	105.54
	001-414.1445.62170	308.66
	001-414.1445.62190	159.16
	001-415.0000.62000	80.68
	001-418.4000.72070	1,025.00
	001-421.0000.62060	250.00
	001-421.0000.62370	100.00
	001-421.0000.63060	444.00
	001-421.0000.64020	3,136.00
	001-421.0000.64030	16,774.64
	001-421.0000.65004	933.21
	001-421.0000.65021	400.95
	001-421.0000.65030	3,240.43
	001-421.0000.66014	3,023.28
	001-421.0000.66042	463.46
	001-421.0000.66044	2,092.21
	001-421.0000.67020	6,622.46
	001-421.0000.67090	67.47
	001-421.0000.67100	4,146.82
	001-421.0000.67170	626.85
	001-421.0000.67190	1,144.12
	001-421.0000.68010	115.00
	001-421.4000.72000	3,994.39
	001-423.1153.68400	1,500.00
	001-424.0000.62040	15,106.81
	001-424.0000.63010	299.53
	001-424.0000.63040	148.99
	001-424.0000.63060	55.00
	001-424.0000.63790	301.74
	001-424.0000.64030	192.57
	001-427.0000.62040	174.10
	001-427.0000.64030	550.05
	001-431.0000.63060	15.63
	001-431.0000.63260	16.18
	001-431.0000.63525	2,765.92
	001-431.0000.64030	12,660.59
	001-431.0000.65004	495.71
	001-431.0000.66016	569.05
	001-431.0000.67090	124.14
	001-431.0000.68090	325.00
	001-431.0000.68100	50.46
	001-431.0000.68110	5,292.54
	001-431.0000.68130	118,332.56
	001-431.0000.90010	6,025.46
	001-431.4000.72000	83.65
	001-432.0000.64030	122.88
	001-433.0000.63140	364.56
	001-433.0000.63150	302.73
	001-433.0000.64030	266.98
	001-433.0000.68030	183.78
	001-434.0000.63011	1,720.98
	001-434.0000.63012	306.73

001-434.0000.63013	4.44
001-434.0000.63160	77.42
001-434.0000.64030	720.98
001-434.0000.65113	52.86
001-434.0000.67090	18.53
001-434.0000.67170	924.80
001-434.0000.67190	228.44
001-434.0000.68014	390.00
001-441.0000.64030	1,529.29
001-441.0000.67090	166.45
001-442.0000.62040	31.14
001-442.0000.63760	5,415.96
001-442.0000.64030	742.09
001-442.0000.65004	5,105.47
001-442.0000.68170	18.54
001-442.0000.68230	27.12
001-443.0000.63110	113.86
001-443.0000.63150	1,810.63
001-443.0000.63260	241.92
001-443.0000.64030	9,199.87
001-443.0000.65004	16,970.89
001-443.0000.65050	1,698.82
001-443.0000.66190	21.57
001-443.0000.67030	28.06
001-443.0000.67050	598.35
001-443.0000.67070	1,684.38
001-443.0000.67090	21.59
001-443.0000.68013	54.28
001-443.0000.68160	92.86
001-443.0000.68170	52.48
001-443.0000.68215	2,234.10
001-443.0000.68230	1,412.45
001-443.0000.94180	2,956.74
001-443.1667.63009	488.62
001-444.0000.94180	84,090.00
001-445.0000.62040	32,427.03
001-445.0000.62080	585.85
001-445.0000.63060	360.36
001-445.0000.63080	157.83
001-445.0000.63210	1,220.00
001-445.0000.63430	320.61
001-445.0000.63590	4,000.00
001-445.0000.64020	850.00
001-445.0000.64030	193.47
001-445.0000.67030	10.78
001-445.4000.72000	286.54
001-451.0000.62000	831.77
001-451.0000.63060	347.34
001-451.1901.66140	88.13
001-452.0000.64030	1,052.73
001-452.1901.66140	88.11
001-453.0000.64020	850.00
001-453.0000.64030	335.74
001-453.1901.66140	88.10
001-481.0000.68390	814.89
Fund 001 Total:	429,527.25
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	56.00
003-482.4155.71210	150.00
Fund 003 Total:	206.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	853.24
Fund 007 Total:	853.24
008 - 911 SUPPORT	
008-426.0000.65021	1,254.49
008-426.0000.67040	2,748.80

008-426.0000.67300	435.00
Fund 008 Total:	4,438.29
011 - FACILITY BUILDING RESERVE	
011-491.1801.93163	105,366.72
Fund 011 Total:	105,366.72
023 - SPECIAL EVENTS	
023-446.1601.65050	1,518.00
Fund 023 Total:	1,518.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,080.00
034-428.0000.62040	67,013.73
Fund 034 Total:	65,933.73
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	3,437.09
Fund 035 Total:	3,437.09
037 - STREETS IMPACT FEES	
037-431.0000.80300	3,437.08
037-431.0000.95136	2,653.36
Fund 037 Total:	6,090.44
038 - PARKS IMPACT FEES	
038-443.0000.80300	3,437.08
038-443.0000.94070	117,799.05
Fund 038 Total:	121,236.13
650 - RECLAIMED WATER OPERATING	
650-463.0000.62150	58,072.17
650-463.0000.62180	3,653.00
650-463.0000.62320	352.17
650-463.0000.63060	320.47
650-463.0000.63400	1,673.70
650-463.0000.64020	600.00
650-463.0000.65005	1,084.37
650-463.0000.65080	136.92
650-463.0000.66012	4,226.00
650-463.0000.67170	29.00
650-463.0000.67221	1,085.19
650-463.0000.68010	4,668.17
650-463.0000.68025	567.16
650-463.3125.95520	4,784.50
650-463.4000.72000	176.05
650-466.0000.62040	1,800.00
650-466.0000.63006	252.88
650-466.0000.63330	4,647.79
650-466.0000.65005	3,982.78
650-466.0000.65080	208.29
650-466.0000.65081	1,639.82
650-466.0000.67170	48.28
650-466.0000.68010	760.50
650-466.4000.72000	176.05
650-467.0000.90010	5,032.87
650-468.0000.65005	1,391.19
650-468.0000.65080	89.54
650-468.0000.65081	9,991.91
650-468.0000.66190	95.00
650-468.0000.68380	779.16
Fund 650 Total:	112,324.93
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	95,308.67
Fund 651 Total:	95,308.67
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3228.95520	134,834.33
652-463.3234.95520	288,622.51
Fund 652 Total:	423,456.84
700 - SANITATION	
700-461.0000.65050	2,239.80
Fund 700 Total:	2,239.80
750 - WATER OPERATING	

750-462.0000.62320	352.17
750-462.0000.63060	71.89
750-462.0000.63110	2,249.12
750-462.0000.63280	5,670.80
750-462.0000.64030	3,681.75
750-462.0000.65004	197.74
750-462.0000.65050	65.00
750-462.0000.66012	70.50
750-462.0000.67040	708.86
750-462.0000.67090	46.82
750-462.0000.67170	142.77
750-462.0000.68235	9,900.00
Fund 750 Total:	23,157.42
753 - WATER CAPITAL	
753-462.3225.95500	16,093.78
Fund 753 Total:	16,093.78
Report Total:	1,411,188.33

ACCOUNTS PAYABLE HANDCHECK ACCC

8/5/2024	\$134.78
8/5/2024	\$1,256.70
8/5/2024	\$1,426.66
8/5/2024	\$1,911.15
8/5/2024	\$45,704.57
8/5/2024	\$987.09
8/5/2024	\$3,736.75
8/5/2024	\$339.96
8/5/2024	\$25.97
8/5/2024	\$288.91
8/5/2024	\$177.30
8/5/2024	\$49.99
8/5/2024	\$190.22
8/5/2024	\$440.11
8/5/2024	\$230.19
8/5/2024	\$80.02
8/5/2024	\$564.75
8/5/2024	\$120.03
8/5/2024	\$89.87
8/5/2024	\$244.00
8/5/2024	\$122.00
8/5/2024	\$122.00
8/5/2024	\$675.00
8/5/2024	\$122.00
8/5/2024	\$122.00
8/5/2024	\$139.57
8/5/2024	\$143.76
8/5/2024	\$122.00
8/5/2024	\$122.00
8/5/2024	\$122.00
8/5/2024	\$244.00
8/5/2024	\$71.67
8/5/2024	\$1,326.88
	\$61,453.90

DUNABILITY FOR CHECK RUN 08.20.24

AT&T Long Distance	Pay Before Due Date	Various
AT&T Mobility	Pay Before Due Date	650-463.0000.65030
AT&T Mobility	Pay Before Due Date	650-466.0000.65030
Avista	Pay Before Due Date	Various
Kootenai Electric	Pay Before Due Date	Various
Ricoh USA Inc.	Pay Before Due Date	Various
Ross Point Water	Pay Before Due Date	Various
Spectrum	Pay Before Due Date	001-443.0000.65030
Spectrum	Pay Before Due Date	001-417.0000.63080
Spectrum	Pay Before Due Date	001-443.0000.65030
Spectrum	Pay Before Due Date	001-412.0000.65040
TDS	Pay Before Due Date	001-443.0000.65030
Verizon Wireless	Pay Before Due Date	001-443.0000.65030
Verizon Wireless	Pay Before Due Date	Various
Verizon Wireless	Pay Before Due Date	Various
Verizon Wireless	Pay Before Due Date	001-452.0000.65030
Verizon Wireless	Pay Before Due Date	Various
Verizon Wireless	Pay Before Due Date	001-424.0000.65030
Ziply Fiber	Pay Before Due Date	001-445.0000.65030
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	650-463.0000.65030
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	008-426.0000.65031
Ziply Fiber	Pay Before Due Date	650-463.0000.65030
Ziply Fiber	Pay Before Due Date	008-426.0000.65031

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

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

185048167.46

BUDGET CODE:

Various

ATTACHMENTS:

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

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 127,102.63	81.0%
	Personnel	<u>126,235.68</u>	<u>83,394.46</u>	66.1%
		283,065.68	210,497.09	74.4%
412 - INFORMATION SYSTEMS	Operating	78,225.00	73,751.50	94.3%
	Capital	-	-	0.0%
	Personnel	<u>408,212.48</u>	<u>275,769.63</u>	67.6%
		486,437.48	349,521.13	71.9%
413 - GENERAL SERVICES	Operating	25,750.00	12,374.49	48.1%
	Personnel	<u>545,410.82</u>	<u>380,537.99</u>	69.8%
		571,160.82	392,912.48	68.8%
414 - FINANCE	Operating	558,310.00	464,173.65	83.1%
	Personnel	<u>651,585.17</u>	<u>476,326.00</u>	73.1%
		1,209,895.17	940,499.65	77.7%
415 - CITY CLERK	Operating	50,353.00	28,337.39	56.3%
	Capital	-	-	0.0%
	Personnel	<u>86,293.92</u>	<u>63,980.65</u>	74.1%
		136,646.92	92,318.04	67.6%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	39,658.27	550.8%
	Capital	-	-	0.0%
	Personnel	<u>152,168.84</u>	<u>109,816.02</u>	72.2%
		159,368.84	149,474.29	93.8%
418 - HUMAN RESOURCES	Operating	6,450.00	13,007.45	201.7%
	Personnel	<u>229,055.84</u>	<u>171,897.48</u>	75.0%
		235,505.84	184,904.93	78.5%
421 - POLICE	Operating	1,088,447.43	1,167,597.71	107.3%
	Capital	268,000.00	115,231.88	43.0%
	Personnel	<u>8,827,638.38</u>	<u>5,586,285.30</u>	63.3%
		10,184,085.81	6,869,114.89	67.4%
423 - OASIS	Operating	4,000.00	28,589.05	714.7%
	Capital	-	18,109.00	0.0%
	Personnel	<u>120,791.50</u>	<u>102,110.92</u>	84.5%
		124,791.50	148,808.97	119.2%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	111,581.45	136.8%
	Capital	-	-	0.0%
	Personnel	<u>966,606.62</u>	<u>614,841.87</u>	63.6%
		1,048,156.62	726,423.32	69.3%
427 - ANIMAL CONTROL	Operating	16,250.00	7,022.88	43.2%
	Personnel	<u>196,579.03</u>	<u>140,615.79</u>	71.5%
		212,829.03	147,638.67	69.4%
431 - STREETS	Operating	2,086,266.00	207,076.86	9.9%
	Capital	6,545,637.00	1,567,874.28	0.0%
	Personnel	<u>1,576,792.45</u>	<u>1,010,737.79</u>	64.1%
		10,208,695.45	2,785,688.93	27.3%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	7,659.04	39.7%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>7,659.04</u>	39.3%
433 - FACILITY MAINTENANCE	Operating	42,080.00	26,845.65	63.8%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	<u>337,784.38</u>	<u>220,161.62</u>	65.2%
		444,124.85	285,933.41	64.4%
434 - FLEET MAINTENANCE	Operating	251,497.00	176,581.78	70.2%
	Capital	3,070,307.01	1,965,192.54	64.0%
	Personnel	<u>484,534.45</u>	<u>300,532.84</u>	62.0%
		3,806,338.46	2,442,307.16	64.2%
435 - -GIS	Operating	60,230.00	48,885.66	81.2%
	Personnel	<u>193,780.63</u>	<u>139,726.85</u>	72.1%
		254,010.63	188,612.51	74.3%
441 - URBAN FORESTRY	Operating	52,750.00	82,229.00	155.9%
	Capital	212,224.06	107,825.40	0.0%
	Personnel	<u>275,303.32</u>	<u>196,063.95</u>	71.2%
		540,277.38	386,118.35	71.5%
442 - CEMETERY	Operating	111,145.00	266,296.74	239.6%
	Capital	30,000.00	28,358.36	0.0%
	Personnel	<u>241,654.51</u>	<u>174,463.93</u>	72.2%
		382,799.51	469,119.03	122.5%
443 - PARKS	Operating	924,624.00	547,110.43	59.2%
	Capital	1,622,062.39	561,406.34	34.6%
	Personnel	<u>1,434,320.84</u>	<u>958,981.27</u>	66.9%
		3,981,007.23	2,067,498.04	51.9%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>466,649.22</u>	<u>100,052.61</u>	21.4%
		466,649.22	100,052.61	21.4%
445 - RECREATION	Operating	219,814.00	153,071.85	69.6%
	Capital	-	5,534.60	0.0%
	Personnel	<u>966,002.14</u>	<u>556,329.90</u>	57.6%
		1,185,816.14	714,936.35	60.3%
451 - PLANNING & ZONING	Operating	337,419.00	14,007.90	4.2%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	<u>376,748.90</u>	<u>225,314.25</u>	59.8%
		764,167.90	265,979.15	34.8%
452 - BUILDING INSPECTOR	Operating	30,600.00	36,281.86	118.6%
	Personnel	773,410.60	561,528.99	72.6%
	Capital	-	-	
		<u>804,010.60</u>	<u>597,810.85</u>	74.4%
453 - ENGINEERING	Operating	45,100.00	13,085.21	29.0%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	<u>803,098.02</u>	<u>552,129.21</u>	68.7%
		878,198.02	588,371.42	67.0%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	31,532.01	37.1%
	Capital	-	-	0.0%
	Personnel	225,457.51	162,695.32	72.2%
		310,527.51	194,227.33	62.5%
465 - STREET LIGHTS	Operating	650,000.00	550,937.64	84.8%
		650,000.00	550,937.64	84.8%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	787,063.25	59.1%
	Capital	-	79,680.17	0.0%
		1,331,114.00	866,743.42	65.1%
482 - PERSONNEL POOL	Operating	4,557,500.00	3,418,125.03	75.0%
	Personnel	(263,698.14)	36,202.77	-13.7%
		4,293,801.86	3,454,327.80	80.4%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		44,972,962.47	26,178,436.50	58.2%
002 - INSURANCE FUND	Operating	337,326.00	332,627.13	98.6%
		337,326.00	332,627.13	98.6%
003 - PERSONNEL FUND	Operating	51,800.00	23,172.17	44.7%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	3,358,896.59	72.1%
		4,712,500.00	3,382,068.76	71.8%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	168,000.00	40,542.69	24.1%
	Capital	-	-	
		168,000.00	40,542.69	24.1%
008 - 911 FUND	Operating	2,873,482.54	196,904.92	6.9%
	Capital	-	476,343.03	0.0%
	Personnel	83,266.04	61,590.10	74.0%
		2,956,748.58	734,838.05	24.9%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	16,708.80	0.0%
		7,900,000.00	16,708.80	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	480,005.71	10.3%
	Capital	-	-	
		4,640,000.00	480,005.71	10.3%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	21,288.20	40.3%
		52,820.00	21,288.20	40.3%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	(6,486.30)	-3.2%
	Capital	-	-	
		202,500.00	(6,486.30)	-3.2%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	576,134.56	28.8%
		2,000,000.00	576,134.56	28.8%

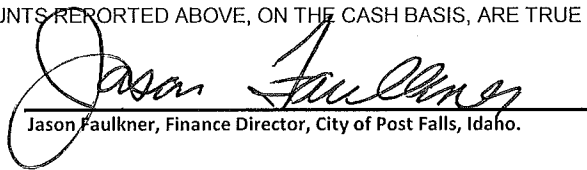
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	34,516.07	1.5%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>34,516.07</u>	1.5%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,264,003.91	0.0%
	Capital	643,647.90	241,578.56	
		<u>3,623,647.90</u>	<u>1,505,582.47</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	5,014.36	0.0%
	Capital	2,800,000.00	849,002.44	30.3%
		<u>3,760,000.00</u>	<u>854,016.80</u>	22.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND incl'd: wwwo, collections, recycled, surface	Operating	15,298,842.41	8,711,524.02	56.9%
	Capital	5,345,000.00	637,502.87	11.9%
	Personnel	2,312,097.10	1,582,902.25	68.5%
		<u>22,955,939.51</u>	<u>10,931,929.14</u>	47.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	344,009.21	13.9%
	Capital	5,601,350.00	7,944,491.43	141.8%
		<u>8,076,275.00</u>	<u>8,288,500.64</u>	102.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	2,479,508.20	8.5%
		<u>29,135,000.00</u>	<u>2,479,508.20</u>	8.5%
700 - SANITATION FUND	Operating	3,688,815.00	3,024,047.04	82.0%
		<u>3,688,815.00</u>	<u>3,024,047.04</u>	82.0%
750 - WATER OPERATING FUND	Operating	1,783,309.45	1,053,653.17	59.1%
	Capital	3,044,500.00	326,771.90	
	Personnel	952,804.40	629,753.24	66.1%
		<u>5,780,613.85</u>	<u>2,010,178.31</u>	34.8%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	747,163.05	18.5%
		<u>4,037,153.75</u>	<u>747,163.05</u>	18.5%
GRAND TOTAL		<u>\$ 151,355,302.06</u>	<u>\$ 61,631,605.82</u>	40.7%

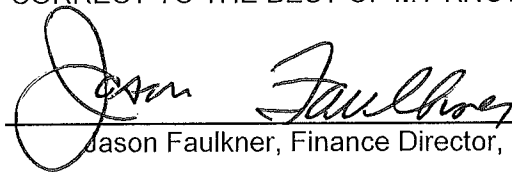
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


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

City of Post Falls
Cash and Investments
6/30/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	48,576,658.39
LGIP Acct 1441	284,666.33
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,555,962.45
Contingency Accts	9,828,917.77
Replacement & Reserve Accts	56,861,234.75
<u>Moreton Capital Investments</u>	
Moreton Securities	20,311,451.28
<u>Mountain West bank</u>	
Repurchase Sweep Account	25,552,748.62
Checking Account	75,002.87
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	-
Park	400.00
Planning and Zoning	150.00
Total	<u>\$ 185,048,167.46</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
6/30/2024

FUND	BALANCE 05/31/2024	RECEIPTS	DISBURSEMENTS	BALANCE 06/30/2024
001 - GENERAL FUND	\$ 34,322,127.25	\$ 5,968,331.25	\$ 7,070,330.30	\$ 33,220,128.20
002 - COMPREHENSIVE LIABILITY	613,857.88	\$ 13,160.80	\$ 6,391.14	620,627.54
003 - PERSONNEL BENEFIT POOL	(438,759.11)	\$ 394,526.69	\$ 410,411.64	(454,644.06)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	204,472.74	\$ 1,184.69	\$ 18,084.00	187,573.43
008 - 911 SUPPORT	2,680,632.04	\$ 64,238.93	\$ 14,817.91	2,730,053.06
011 - FACILITY BUILDING RESERVE	12,118,568.29	\$ 4,040,072.91	\$ 4,016,251.52	12,142,389.68
017 - ANNEXATION FEES	1,815,568.80	\$ 49,129.59	\$ 53,333.33	1,811,365.06
023 - SPECIAL EVENTS	390,144.66	\$ 14,630.55	\$ 1,530.00	403,245.21
029 - CEMETERY CAPITAL IMPROVEMENT	487,224.30	\$ 12,089.00	\$ -	499,313.30
034 - KOOTENAI FIRE/EMS IMPACT FEES	156,451.90	\$ 79,822.74	\$ 140,013.06	96,261.58
035 - PUBLIC SAFETY IMPACT FEES	2,728,058.14	\$ 84,719.64	\$ 2,871.73	2,809,906.05
037 - STREETS IMPACT FEES	6,905,772.50	\$ 349,252.83	\$ 26,485.47	7,228,539.86
038 - PARKS IMPACT FEES	5,912,246.58	\$ 305,124.78	\$ 241,764.64	5,975,606.72
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(75,165.82)	\$ 1,245.29	\$ -	(73,920.53)
450 - LID GUARANTEE	18,268.30	\$ 51.88	\$ -	18,320.18
650 - RECLAIMED WATER OPERATING	56,736,964.99	\$ 1,874,189.65	\$ 1,108,412.02	57,502,742.62
651 - RECLAIMED WATER CAPITAL - WWTP	2,729,479.91	\$ 675,551.65	\$ 330,440.98	3,074,590.58
652 - RECLAIMED WATER CAPITAL - COLLECTOR	26,570,601.25	\$ 1,067,770.14	\$ 612,012.65	27,026,358.74
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,391,583.28	\$ 415,393.53	\$ 401,840.52	1,405,136.29
750 - WATER OPERATING	23,590,207.65	\$ 353,001.24	\$ 230,883.00	23,712,325.89
753 - WATER CAPITAL	5,091,511.51	\$ 51,716.43	\$ -	5,143,227.94
GRAND TOTAL:	\$ 183,918,837.16	\$ 15,815,204.21	\$ 14,685,873.91	\$ 185,048,167.46

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: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: FY 2024 Audit Engagement Letter

ITEM AND RECOMMENDED ACTION:

Approve, and allow the Mayor to execute the engagement letter.

DISCUSSION:

The city is required to have an annual audit for fiscal year 2024. Alpine Summit CPAs of Post Falls is the audit firm selected to perform the annual audit. The finance department has worked with the audit team from Alpine Summit for several years and is satisfied with the services.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The engagement letter was approved for fiscal year 2023.

APPROVED OR DIRECTION GIVEN:

Approve, and allow the Mayor to execute the engagement letter.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$34,650

BUDGET CODE:

001-414.0000.62091

ATTACHMENTS:

1. CITY OF POST FALLS ENGAGEMENT LETTER 9-30-2024

AUDIT ENGAGEMENT LETTER

August 1, 2024

Honorable Mayor, Members of the City Council and Management
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854

Dear Honorable Mayor, Council and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Post Falls for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Post Falls as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Post Falls's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Post Falls's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Schedule of Employer's Share of Net Pension Liability
- 4) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies City of Post Falls's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements – Nonmajor Governmental Funds

3) Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Nonmajor Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory Section

2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent

financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Post Falls's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Post Falls's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Post Falls's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial

statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist with GASB 68 adjustments, as needed, based on information provided by PERSI and by you. We will also assist with GASB 87 and 96 adjustments, as needed, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited the GASB 68, 87 and 96 adjustments previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the GASB 68, 87 and 96 adjustments and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the

GASB 68, 87 and 96 adjustments and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Post Falls; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Alpine Summit CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Alpine Summit CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audits in October of 2024 and to issue our report no later than March 31, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, not including out-of-pocket costs, will not exceed \$34,650. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Council of the City of Post Falls. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you

in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Post Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very Truly Yours,

Alpine Summit CPAs
Alpine Summit CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Post Falls:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: The Ridge At Prairie Falls Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Ridge At Prairie Falls.

DISCUSSION:

The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Our Next Venture Zone Change Reasoned Decision (ZC-23-4)

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted reasoned decision for Our Next Venture Zone Change, File No. ZC-23-4, to rezone approximately 3.1-acres from the Industrial (I) zoning district to Community Commercial Services (CCS) zoning district.

DISCUSSION:

McArthur requested, on behalf of Our Next Venture, LLC, approval to rezone approximately 3.1-acres from the Industrial (I) zoning district to the Community Commercial Services (CCS) zoning district. The property is generally located at the southwest corner of N. Cedar Street and E. Seltice Way. The approval of the requested rezoning was based on the following review criteria per PFMC 18.20.100:

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

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

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

The staff report outlined the future land use designation as commercial within the Maplewood Focus Area being compatible with the requested CCS zoning. Staff outlined the 3.1-acres would align with the compatible surrounding uses and help promote infill development. Various goals and policies of the Comprehensive Plan were identified relevant to the zone change request (See submitted reasoned decision).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On May 7th, 2024, City Council heard the proposal during a public hearing and approved the zone change request with the condition that a development agreement be included to prohibit any residential development on the site.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested Community Commercial Services (CCS) zoning on March 12th, 2024, to City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Our Next Venture Reasoned Decision (ZC-23-4)

**OUR NEXT VENTURE
FILE NO ZC-23-4**

**City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: McArthur Engineering on behalf of Owner, Stan Groves, Our Next Venture, LLC
LOCATION: The southwest corner of East Seltice Way and North Cedar Street
REQUEST: Request approval to Rezone from the existing zoning of Industrial (I) to Community Commercial Services (CCS)

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Title Report
4. A-4 Radius Report
5. A-5 Authorization Letter
6. A-6 Vicinity Map
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 YPL Comments
11. PA-2 PFHD Comments
12. PA-3 PFPD Comments
13. PA-4 DEQ Comments
14. PA-5 DEQ Comments
15. S-4 Planning and Zoning Commission Staff Report
16. S-5 Minutes 10-10-2023
17. S-6 Signed Zoning Recommendation
18. PA-6 PFSD Comments
19. PA-7 KCFR Comments
20. PA-8 YPL Comments
21. PA-9 DEQ Comments
22. PC-1 Burns Comments
23. Signed Development Agreement
24. City Council Memo
25. Testimony at the May 7, 2024 City Council ("Council") public hearing including:

The public hearing was noticed correctly and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to the City Council in their application of City Code sections 18.16.010 and 18.20.100.

Ethan Porter, Associate Planner

Mr. Porter presented a staff report and testified that the Council is to review the applicants zone change request from Industrial (I) to Community Commercial Services (CCS) zoning district. Mr. Porter cited the project location is on the southwest corner of Cedar Street and Seltice Way on two parcels. The property is bound by Seltice Way to its north and the railroad rights-of-way to the south. Currently the site is mostly vacant with the exception of a coffee stand located at the eastern most portion of the parcel.

Mr. Porter testified that the surrounding uses include: a truck refilling station, a fabrication company, and a vacant retail business across Seltice Way. To its east, is a vacant undeveloped property and to the west is a truck repair business with a gas station. Mr. Porter explained that the city of Post Falls will supply water and sewer to the site and noted that the site is over the Rathdrum Prairie Aquifer. He explained that there is more Commercial zoned property to the north with additional Industrial zoned property surrounding the proposed rezone area. Additionally, there are some residential R3 zoned parcels to the Southwest and R1 zoned properties in the vicinity.

Mr. Porter testified that in reviewing zone changes, the zone change review criteria are contained in PFMC sections 18.16.010 and 18.20.100. The first criteria considers whether the proposed zoning district is consistent with the Future Land Use Map and Focus Area. The Future Land Use Map designates the site as Commercial along with the majority of the properties on the south side of Seltice Way. North of the property across Seltice Way, the land use designation is Business/Industrial. To the southwest of the site, the Future Land Use map designates some properties as medium and low-density residential areas.

Mr. Porter testified that the commercial land use designation includes commercial retail, professional office space, civic and cultural uses; and noted that a mixture of uses is encouraged. The comprehensive plan entertains this to be implemented in the CCS zone.

Mr. Porter also testified that the site is located within the Maplewood Focus area which recognized that older industrial, warehousing and manufacturing uses in this area may evolve into new commercial and residential development taking advantage of the area's proximity to the larger adjacent cities and trail connections. Some of the Maplewood Focus Area's key policies and guidance for development support promoting infill development, encouraging development that is interconnected including access to paths and trails and looking for opportunities to beautify and add gateway signage along the Seltice corridor corresponding with Coeur d'Alene's westward expansion. These elements would be supported by the requested zone change by encouraging the development of pedestrian access and frontage improvements, along with the improvement of the aesthetic appeal along the corridor.

The second criteria considers whether the proposed zoning district is consistent with the goals and policies in the Comprehensive Plan relevant to this area. Mr. Porter testified that goals one, six, and seven to possibly be relevant and applicable goals. He testified that policies one, two, eight, twenty-six, and eighty-six, may be appropriate for consideration by the Commission.

The third criteria considers whether a demonstrable adverse impacts to the delivery of public services is created by the proposal. No adverse comments from the public service agencies notified.

Scott McArthur, McArthur Engineering, Applicant

Mr. McArthur testified that clients are looking to enhance commercial opportunities in the surrounding areas and identified the 3.1-acre piece to be underutilized with the existing industrial zoning. The CCS zoning designation gives the development site more opportunity for commercial growth and development because of its narrow width and unique fact that it is bounded by public right-of-way to the north, Cedar Street to the west and is railroad adjacent to the south.

Mr. McArthur testified that the proposed CCS zoning request met the applicable criteria and the future land use map zoning designations and any impact to the public services would be mitigated through the commercial development process.

Public Testimony: The Mayor opened the hearing for public testimony.

In Favor – None

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

In Opposition – None

Rebuttal:

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Based on the testimony provided, the staff report, the Future Land Use Map in the Comprehensive Plan designating this area as Commercial, and the proposed zone change area being within the Maplewood Focus Area; The Council finds that the applicable focus area promotes infill development, encourages interconnectivity and looks for opportunities to add gateway signage along the Seltice corridor. The proposed commercial is more consistent with is criterion than the existing Industrial zoning designation.

C2. Is the proposed zoning district consistent with the goals and policies found in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

The council discussed how the proposed zoning aligns with the comprehensive plan's goals and policies. They noted that the CCS zoning supports the Maplewood Focus Area's objectives, including promoting commercial development along the Seltice Corridor and improving pedestrian infrastructure. Council members emphasized that the proposed change would meet these goals, especially with the addition of a development agreement to restrict residential use, ensuring the area's commercial focus is maintained.

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

Goals:

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

The Council finds that the proposed zoning amendment to commercial builds economic diversity and assists in developing a strong business base by increasing commercial opportunities in this location.

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

The Council finds that this area's development would improve the existing roadways and pedestrian facilities.

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

The Council finds that commercial development may assist with community fiscal health by providing for a variety of land uses and promoting higher valued parcels and job opportunities. As such, this proposal supports an allocation of commercial land use types that support the community needs and fosters the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in mitigating impacts and maintain/enhance community levels of service.
- Foster the long-term fiscal health of the community;

The rezone will supply an opportunity for more new business(es) that will help further long-term fiscal health of the community.
- Maintain and enhance resident quality of life;

The proposed CCS zone could provide safer and improved pedestrian access to future businesses in the area.
- Promote compatible, well-designed development;

Development will be required to meet City design standards through the Site Plan Review process.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans;

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

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

The subject site is considered a redevelopment opportunity for infill development of a vacant and under-utilized property. The current property is underutilized and is vacant and the rezone request furthers that policy.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- Helping retain, promote and expand existing businesses and industry; The subject site will be an ideal location for the opportunity for a new or existing business venture based on the location.
- Supporting innovative, entrepreneurial enterprises;
- Supporting opportunities related to business “campus” and mixed-use models;
- Coordinating provision of workforce housing;
- Attracting new businesses and clean industry;
- By providing commercial zoning and redevelopment opportunity it may help to expand additional businesses as well as attracting new business to the area, assisting in diversifying the economic base.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Council has determined that the political subdivisions were notified, and the city received no written comments in opposition. The council reviewed feedback from relevant agencies, such as the Post Falls School District, Kootenai County Fire and Rescue, and the Department of Environmental Quality. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Council finds that this criterion has been satisfied.

D. REASONED DECISION OF THE CITY COUNCIL:

Our Next Venture Zone Change, File No. ZC-23-4: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds and hereby approves the applicant's request to rezone the subject property from Industrial (I) to Community Commercial Services (CCS) with the condition that a development agreement be included to prohibit any residential development on the site.

Date

Mayor

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: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Our Next Venture Zone Change Agreement (ZC-23-4)

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted agreement for Our Next Venture Zone Change, File No. ZC-23-4, to rezone approximately 3.1-acres from the Industrial (I) zoning district to Community Commercial Services (CCS) zoning district and prohibit any residential development on the site via a development agreement.

DISCUSSION:

McArthur requested, on behalf of Our Next Venture, LLC, approval to rezone approximately 3.1-acres from the Industrial (I) zoning district to the Community Commercial Services (CCS) zoning district. The property is generally located at the southwest corner of N. Cedar Street and E. Seltice Way. The approval of the requested rezoning was based on the following review criteria per PFMC 18.20.100:

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

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

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

The staff report outlined the future land use designation as commercial within the Maplewood Focus Area being compatible with the requested CCS zoning. Staff outlined the 3.1-acres would align with the compatible surrounding uses and help promote infill development. Various goals and policies of the Comprehensive Plan were identified relevant to the zone change request (See submitted reasoned decision). City council conditioned the approval to prohibit any residential development on the site through a development agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On May 7th, 2024, City Council heard the proposal during a public hearing and approved the zone change request with the condition that a development agreement be included to prohibit any residential development on the site.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested Community Commercial Services (CCS) zoning on March 12th, 2024, to City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Our Next Venture Zone Change Agreement (ZC-23-4)

DEVELOPMENT AND ZONE CHANGE AGREEMENT

Our Next Venture Zone Change

(File No. ZC-23-4)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Our Next Venture LLC, a limited liability company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at PO Box 3567 Post Falls, ID 83877.

WHEREAS, Our Next Venture LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) inside the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to change the zoning and develop; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property from Industrial (I) to Community Commercial Services (CCS) subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain rezoning of the Property while the City seeks to obtain partial mitigation of the impacts of rezoning of the Property on the City. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at the SW corner of N. Cedar St. and E. Seltice Way and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible

for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide domestic water service by resorting to any lawful public or private alternative so long as legal requirements can be met.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. CONSIDERATION/FEES

- 4.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be

reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 4.2. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 4.3. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 4.4. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage a zoning ordinance. The parties agree that until the date of publication of the zoning ordinance, no final rezoning of Owners' property will occur.

ARTICLE V. MISCELLANEOUS

- 5.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 5.2. Zoning Reversion: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the prior zoning designation for the Property may be implemented without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for the reversionary zoning of the Property as allowed by this Section.
- 5.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this zoning designation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.
- 5.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds

and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

- 5.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 5.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 5.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 5.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 5.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

CITY OF POST FALLS

OUR NEXT VENTURE, LLC

By: _____
Ronald G. Jacobson, Mayor

By: *Stan Groves*
Stan Groves, Member

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

This instrument was acknowledged before me on July 10, 2024 by Stan Groves, as member of Our Next Venture, LLC, on behalf of whom this instrument was executed.



Notary Public for the State of Idaho
Residing at: Kootenai County
Commission Expires: 10/13/2029

PARCEL 1:

ALL OF BLOCK "D", THOMPSON, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK "B" OF PLATS AT PAGE 101, RECORDS OF KOOTENAI COUNTY, IDAHO.

AND

THE EASTERLY 633 FEET OF ALL THAT PORTION OF BURLINGTON NORTHERN, INC. 100 FOOT RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERDIAN, KOOTENAI COUNTY, IDAHO.

AND

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 WITH THE SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY;

THENCE, SOUTH 72°55'38" EAST ALONG THE SAID SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY 5 FEET TO THE POINT THAT IS 30 FEET WESTERLY FROM THE CENTERLINE OF THE ACCESS ROAD.

THENCE, SOUTH 20°01'21" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ACCESS ROAD, 13.30 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE, NORTH 0°39'09" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 14 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM BURLINGTON NORTHERN, INC. RECORDED MAY 27, 1977 IN BOOK 283 OF DEEDS AT PAGE 137, RECORDS OF KOOTENAI COUNTY, IDAHO.

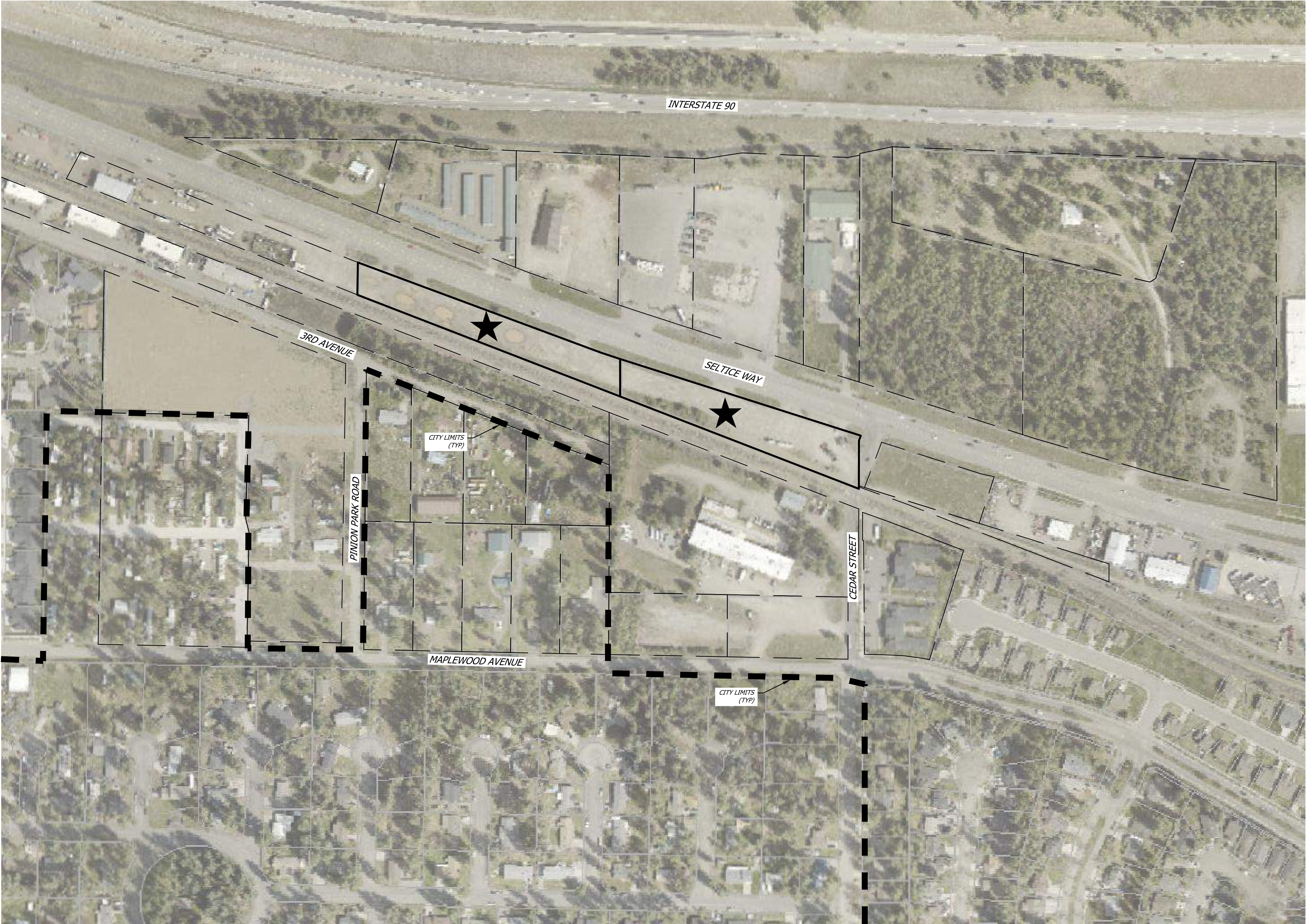
PARCEL 2:

ALL THAT PORTION OF BURLINGTON NORTHERN, INC. 100 FOOT RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERDIAN, KOOTENAI COUNTY, IDAHO.

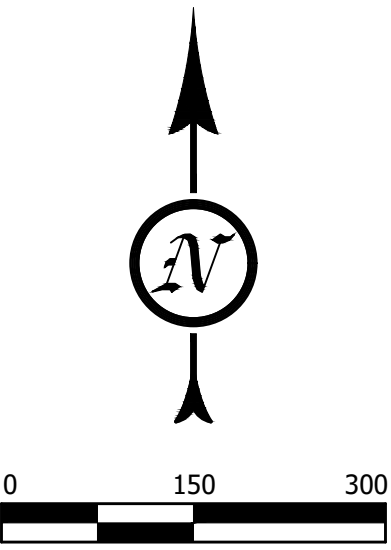
EXCEPTING THE EAST 633 FEET THEREFROM

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE

PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM BURLINGTON NORTHERN, INC. RECORDED OCTOBER 7, 1976 IN BOOK 279 OF DEEDS AT PAGE 184, RECORDS OF KOOTENAI COUNTY, IDAHO.



PARCEL INFORMATION:
OWNER: OUR NEXT VENTURE LLC
PO BOX 3567
POST FALLS, ID 83877
SITE ADDRESS: TBD EAST SELTICE WAY
POST FALLS, ID 83854
PARCEL/AIN: P-0000-006-5000 / 142297
P-8850-000-000-A / 104397
TWN/RNG/SEC: 50N / 04W / 06
SIZE: 3.31 ACRES
ZONING: CURRENT: INDUSTRIAL (CITY OF POST FALLS)
PROPOSED: CCS (CITY OF POST FALLS)
HIGHWAY: POST FALLS HIGHWAY DISTRICT
POWER: AVISTA
GAS: AVISTA



OUR NEXT VENTURE
ZONING EXHIBIT
CITY OF POST FALLS, IDAHO

EXHIBIT

SHEET #
1.0

PROJECT #
ME2023-040

DATE
12/15/2023

REVISIONS:

SURVEYED:

DESIGNED: ME

DRAWN: CES

CHECKED: SLW

McARTHUR
ENGINEERING
PO BOX 2488, POST FALLS, IDAHO 83877 • TEL: 208.446.3307

Page 69 of 224

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Surplus Kubota Tractor

ITEM AND RECOMMENDED ACTION:

The parks division is seeking council approval to surplus the park construction Kubota M62 Backhoe tractor for a trade-in value of \$37,500.

DISCUSSION:

The parks construction division is requesting the surplus of the 2017 Kubota M62 Backhoe Tractor. The surplus value is \$37,500 and will go towards the trade-in for a mini excavator. A mini-excavator is lighter, narrower, and easier to maneuver in smaller spaces. It will provide greater flexibility and versatility for the park's construction division while causing less site disturbance than the larger Kubota backhoe. Over the past few years, construction operations and equipment have changed, resulting in a greater demand for a mini excavator. The current construction equipment fleet consists of a mini-loader, which reduces the need for the front-end loader on the Kubota and the Kubota is often too large for backhoe usage, leading to mini excavator rentals.

The trade-in value will be used for the purchase of a John Deere P35 mini excavator that costs \$66,000. The remaining \$28,500 will be paid by park capital funds for vehicles and equipment.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Surplus value of \$37,500

BUDGET CODE:

001-443.0000.90010

ATTACHMENTS:

1. Asset Disposal
2. Pape Quote

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks Department DEPT.# 443 DATE: 08/21/24
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ VEHICLE (Enter Mileage) _____
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: Kubota M62 Backhoe

Trade-in value for a mini-excavator. Over the past few years, construction operations

and equipment have changed resulting in a greater demand for a mini excavator.

TAG# 4205 SERIAL # 50746 MODEL# M62

REASON FOR DISPOSAL (MANDATORY):

- ☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☒ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN \$37,500

☐ OTHER: _____

- ☐ LOST
Please attach police report
☐ STOLEN
Please attach police report

REPLACED YES ☒ NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

Quote Id: 31345093

Prepared For:
CITY OF POST FALLS

Prepared By: **PATRICK MORRIS**

Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224

Tel: 509-838-5252
Fax: 509-558-2485
Email: pmorris@papemachinery.com

Quote Summary

Prepared For:

CITY OF POST FALLS
800 N PUBLIC WORKS WAY
POST FALLS, ID 83854
Business: 208-773-1722

Prepared By:

PATRICK MORRIS
Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
pmorris@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 31345093
Created On: 17 July 2024
Last Modified On: 29 July 2024
Expiration Date: 16 August 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 35 P-Tier Compact Excavator - 1FF035PAAPK002559	\$ 66,000.00 X	1 =	\$ 66,000.00

Equipment Total **\$ 66,000.00**

Trade In Summary	Qty	Each	Extended
2017 KUBOTA M62 - 50746	1	\$ 37,500.00	\$ 37,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 37,500.00

Trade In Total **\$ 37,500.00**

Quote Summary

Equipment Total	\$ 66,000.00
Trade In	\$ (37,500.00)
SubTotal	\$ 28,500.00
Total	\$ 28,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,500.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

**MACHINERY**

Quote Id: 31345093

Customer: CITY OF POST FALLS

JOHN DEERE 35 P-Tier Compact Excavator - 1FF035PAAPK002559

Hours:

Stock Number: PK002559

Code	Description	Qty
0150FF	35 P-Tier Compact Excavator	1
Standard Options - Per Unit		
0202	Destination Code - United States	1
0259	English Customer Delivery Packet	1
0406	Configuration 6 - Cab, Rubber, Susp, Long Arm + EX C/W	1
	Sourcewell Contract #011723-JDC	1
Dealer Attachments		
	THUMB,HD,BYT11548	1
	12" HD Dig Bkt-BYT10962 (DEERE)	1
	24" HD Dig Bkt-BYT10967 (DEERE)	1
	36" TILT BUCKET W. EDGE	1
Other Charges		
	Freight	1
	Setup	1
	Install-QC's on Ball Valve Bulkhead	1

Trade In

**MACHINERY****Quote Id:** 31345093**Customer:** CITY OF POST FALLS

2017 KUBOTA M62	
SN# 50746	
Machine Details	
Description	Net Trade Value
2017 KUBOTA M62	\$ 37,500.00
SN# 50746	
Stock Number : 50746	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1287

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney, Robert Palus, City Engineer

SUBJECT: Addendum II to Appendix II of the Prairie Crossing Construction Improvement Agreement (CIA)

ITEM AND RECOMMENDED ACTION:

This item amends Appendix II of the Prairie Trail Crossing Construction Improvement Agreement relative to the construction schedule. Staff recommends City Council approve the Addendum.

DISCUSSION:

On August 15, 2023, the City of Post Falls entered into a Construction Improvement Agreement (CIA) with GVD Partners, LP for the development of the Prairie Crossing Regional Shopping Center, including street and roundabout construction at Prairie and Zorros. The original agreement stipulated a completion deadline of June 7, 2024.

However, GVD Partners, LP failed to meet this deadline, prompting the City to issue a Notice of Default on June 28, 2024. Subsequently, GVD Partners, LP submitted a revised construction schedule on August 8, 2024, requesting an extension of the completion deadline to October 28, 2024. In a good faith effort to support the successful completion of the project, the City has agreed to interpret this submission as a formal request for an extension, conditional upon the execution of an Addendum II to the CIA, which formalizes the new completion date.

GVD Partners, LP has signed and returned Addendum II, formalizing the extension of the project's completion deadline to October 28, 2024. This compliance with the City's requirements allows the project to continue under the updated terms.

It is recommended that the City Council approve the signed submission of Addendum II by GVD Partners, LP, thereby officially extending the project's substantial completion deadline to October 28, 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The Original Construction Improvement Agreement was approved on August 15, 2023.
Addendum I - Appendix XI Relating to Impact Fee Reimbursements was approved on September 19, 2023.

APPROVED OR DIRECTION GIVEN:

All previous items relating to this Construction Improvement Agreement have been approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

ATTACHMENTS:

1. 2024.08.15 Dev Signed Addendum II
2. 2024.08.16 ADDENDUM II - APPENDIX II Exhibit A CONSTRUCTION SCHEDULE

ADDENDUM II - APPENDIX II

**CONSTRUCTION IMPROVEMENT AGREEMENT CONSTRUCTION SCHEDULE
FOR THE PRAIRIE CROSSING REGIONAL SHOPPING CENTER
AND
STREET & ROUNDABOUT CONSTRUCTION PLANS PRAIRIE AND ZORROS
BETWEEN THE CITY OF POST FALLS AND**

GVD Partners, LP

CONSTRUCTION SCHEDULE

The Developer (GVD Partners, LP) updates the construction schedule, Appendix II, of the Construction Improvement Agreement (CIA) that was entered into between the Developer and the City on August 15, 2023 with a previous addendum I on September 19, 2023 to Appendix XI (Impact Fee Reimbursements).

The construction schedule, see Exhibit "A", will now reflect a date for substantial completion of improvements by October 28, 2024.

CITY OF POST FALLS

By:

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GVD PARTNERS, LP

By:

Gerald V. Dicker
Name

President
Title

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of WA)
 : ss
County of Spokane)

This instrument was acknowledged before me on 8-15-24 by Gerald V. Dicker as the President of **GVD Partners, LP**, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

KRISTIE B JONES
Notary Public
State of Washington
Commission # 129635
My Comm. Expires Oct 5, 2023

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Legion Park Master Development Agreement (SUP-23-4 & SUBD-23-6)

ITEM AND RECOMMENDED ACTION:

Review and approve the Master Development Agreement (MDA) for the Legion Park Special Use Permit and Subdivision (SUP-23-4 & SUBD-23-6).

DISCUSSION:

Merle Van Houten of Van Houten Consulting and Design, LLC has requested on behalf Ben Steckman, property owner, approval for a special use permit and subdivision in the single-family (R-1) Zone to allow for one (1) existing single-family home and eight (8) cottage homes on approximately 1.06 acres. The proposals for both the SUP and SUBD were reviewed against the following criteria:

SPECIAL USE CRITERIA:

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

SUBDIVISION CRITERIA:

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.

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

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

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

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.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission approved the Special Use Permit and Subdivision proposal on April 9th, 2024. The reasoned decision was approved on May 14th, 2024. With the approval of a subdivision, a Master Development Agreement needs to be created per City code and signed between the property owner and the City acknowledging the extent of development and requirements to be in place.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park MDA (SUP-23-4 & SUBD-23-6)

**MASTER DEVELOPMENT AGREEMENT
FOR
LEGION PARK SPECIAL USE AND SUBDIVISION
(File Nos. SUP-23-4 & SUBD-23-6)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Blackwell Homes & Development, LLC**, an Idaho Limited Liability Company, 1836 Northwest Blvd, Coeur D Alene 83814 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **1.062** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Special Use Permit (SUP) and 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 **Legion Park** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Legion Park Narrative, Exhibit A-2, File # SUP-23-4 and SUBD-23-6, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, shall be allowed to develop **Legion Park** 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 **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 Legion Park 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.
- 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 and PUD. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described as:

A parcel of land being a portion of Tract 4, Block 35, Post Falls Irrigated Tracts according to the Plat recorded in Book "C" of Plats at Page 78, Records of Kootenai County further described in Warranty Deed recorded under Instrument Number 2941937000, 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 recovered North quarter corner a 1-1/2" diameter aluminum cap (per CP&F instrument No. 2040064000) common to Sections 26 and 35 from which the Northeast Section corner of said Section 35 a recovered 1-1/2" diameter aluminum cap (per CP&F instrument No. 2133358000) bears South 88°59'59" East, 2658.31 feet and is the Basis of Bearing for this description; Thence, departing said section line South 0°36' 03" West, 495.28 feet along the north-south centerline of said Section 35; Thence, departing said north-south centerline, South 88°56' 31" East, 20.00 feet to the Easterly right-of-way line of Syringa Street and the Southwest corner of Tax Number 9388 monumented with a 5/8" rebar & cap stamped "AM PLS 17407", said corner also being the **TRUE POINT OF BEGINNING** for this description;

Thence, continuing 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, 260.20 feet along the said Southerly boundary which is common with the Southerly right-of-way line of Legion Road to the Southeast corner of said Tax Number 9388 monumented with a 5/8" rebar & cap stamped "JAI PLS 8798";

Thence, departing said Southerly boundary North 0°39' 20" East, 11.43 feet to the southwest corner of Lot 7, Block 2 of SYRINGA COURT (according to the Plat recorded in Book "K" of Plats at Page 108, Records of Kootenai County) said Tax Number 9388 monumented with a 1/2" rebar & cap stamped "JAI PLS 7047";

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 monumented with a 5/8" rebar & cap stamped "AM PLS 17407", said corner also being the Southeast corner of Tax Number 9389;

Thence, departing said Westerly boundary and along the North boundary of said Tax Number 9388 North 88°56' 31" West, 280.36 feet (280.29') 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, said corner monumented with a 5/8" rebar & cap stamped "AM PLS 17407", said corner also being the Southwest corner of Tax Number 9389;

Thence, South 0°36'03" East, 165.12 feet (165.07') along the said Easterly right-of-way line returning to the **TRUE POINT OF BEGINNING**;

Containing 1.062 Acres or 46,278 Sq. Ft., more or less.

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision 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 intent of the parties as envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

**OWNER
BLACKWELL HOMES
& DEVELOPMENT, LLC
Benjamin Steckman
2229 Dakota Ave
Hayden, ID 83835**

**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. Mortgage Protection; Certain Rights of Cure

7.1 Mortgage 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 Mortgage Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall such rights, duties and obligations be transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof. This right to assign or transfer shall not compromise the rights of the City to require any surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

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

Exhibit 1: General Description and Plan of Record (Legion Park Narrative, Exhibit A-2, File # SUP-24-1 and SUBD-23-6, Post Falls Community Development Department)

Exhibit 2: Reasoned Decision, Legion Park SUP and 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



**Benjamin Steckman, Member
BLACKWELL HOMES & DEVELOPMENT, LLC**

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

This record was acknowledged before me on 2/13/24 by Benjamin Steckman as Member of **BLACKWELL HOMES & DEVELOPMENT, LLC.**

Denise Painter
Notary Public for the state of Idaho
Residing at: Post Falls
Commission Expires: 6/5/29

Project Narrative

Legion Park

**Subdivision and Special Use Permit of:
Parcel #0-6360-35-004-AD
Kootenai County, Idaho**

For:

**Blackwell Homes, LLC
2229 Dakota Ave
Hayden, ID 83835**

Prepared by:

Merle Van Houten, P.E., LEED AP



**Van Houten Consulting and Design, LLC
401 ½ E Sherman Ave Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000**

November 30th, 2023

Project Narrative For Legion Park

Project Overview

Existing Conditions

The subject property is the current site of a single-family residence situated on approximately 1.06 acres. The southwestern portion of the property is comprised of a residence, detached garage and mature trees. The remainder of the property is comprised of grassed lawns and gardens. The terrain is nearly level and typical of land on the Rathdrum Prairie.



Looking at Existing House from Syringa



Legion Rd with Existing House in Background

The parcel lies in a small pocket of unincorporated land surrounded by Syringa Court to the south and east, and Legion Manor to the West. These existing communities have been developed in the City of Post Falls as R-1. The property to the north is currently unannexed and is not a part of this request.

Syringa Street runs along the west side of the property while Legion Road abuts the south. None of the surrounding communities provide an opportunity for vehicular access. Legion Road is the is a local residential road while Syringa Street is a minor collector, making Legion the preferred point of access.

Mainline connections for domestic water and wastewater are available in the adjacent right-of-way. Ross Point Water District is the water purveyor while the City of Post Falls has jurisdiction over sewer.



Existing Conditions Aerial Image

An Introduction to Legion Park

Blackwell Homes, LLC has envisioned Legion Park as a cottage community. The layout of the development was created in accordance with the City's Cottage Home Residential Performance Standards (18.24.032) to provide a sense of community, offering aesthetics and open space which promote interactions among residents in a leisurely atmosphere. The dedicated outdoor space will offer off-street parking, sidewalk access, and grassed field for recreation. The result is a cohesive community of residents who sought out Legion Park as an achievable option for home ownership where people can find stability and form bonds with their neighbors.



Legion Park Plant Pallet Chosen by Michael Terrell Landscape Architecture

The existing single-family residence will be retained on parcel compatible with R-1 zoning. Eight other lots will be created using the Cottage Home Performance Standards. All homes in Legion Park will be single family, meaning there will be a total of 9 residences. Each of the 9 homes will be available for individual ownership and have their own private yard. A set number of pre-developed floor plans will be offered to prospective buyers. While certain options and variations will be available, offering pre-designed architectural plans ensures the community will maintain its overarching aesthetic and compliance with the City's Performance Standards. Each dwelling will have a single car garage and enough driveway space to accommodate outdoor off-street parking.

Legion Park is ideally situated for a cottage home community setting due to pre-existing connectivity conditions. It achieves a similar aesthetic to the SC-3 and SC-4 developments just 160' to the south (Crossings and Crossings 1st Addition) while providing its residents with 0.6 acres of centrally located grassed open space.

All infrastructure and improvements will be constructed in a single phase anticipated for the spring/summer of 2024. Construction activity will last approximately 2 months. An HOA will then assume the responsibility of maintaining the private road and green space.

It is with great pleasure Blackwell Homes, LLC brings this application for subdivision and special use permit before the City of Post Falls.

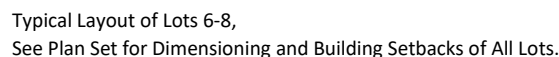
Dwelling Units

No two abutting or directly opposing homes will have the same exterior Which will give each home its own character. Fenced yards will be standard for each lot. Each home will have a single car garage and front porch which complies with the cottage home performance requirements.

Legion Park will offer a 2,600 square foot common green space. Its central location will make it the focal point of the community. The grassed area will not only act as a means of exercise for residents and their dogs and a place for children to play but, also a conduit to connect the community. Areas of common ownership will be platted in dedicated tracts and maintained by the homeowner's association.

The existing house will have a 7,390 square foot lot set around it, saving the home from demolition. This lot will follow the R-1 zoning requirements and have an individual driveway approach on Legion Rd.

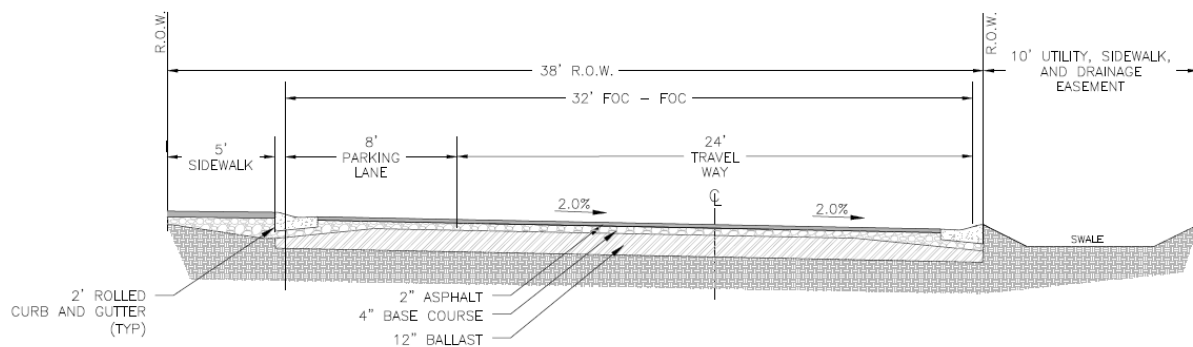
Each lot has been configured to have a usable yard area sized at 10% of the lot area or more. These areas have been designated on the plan and demonstrate compliance with the requirement that no dimension be less than 12 ft.



Roads

All eight cottage homes will be accessed from a private road located in its own dedicated tract. The road will be privately maintained by the Homeowners Association. Site constraints limit the travelway width to 24 ft. No parking signs will be posted along the east side of the road and in front of the residences on the west side of the road. Pavement will widen by 8 ft along the portion of road adjacent to the open space. The widened road section will be dedicated as on-street parking where the road abuts the green space tract.

The road will feature rolled curb throughout with concrete sidewalk connected to the back of the curb on the west side. Curb inlets will allow stormwater to exit the road and flow into grassed swales for containment and treatment.



Typical Section: Chaffee Street with Parking on One Side

The roads in Legion Park are private and will, therefore, be privately maintained. Stormwater and snow storage areas have been contemplated as part of the subdivision's programming and assigned designated areas. Areas dedicated as open space will not be utilized for stormwater treatment.

Lots 2 and 3 are separated from the road to accommodate the centrally located open space. A shared common driveway will leave from the northwest end of the private road and provide access to these lots. The common driveway will be paved and located in its own dedicated tract.

Emergency Access

Kootenai County Fire and Rescue was consulted at the inception of the design of Legion Park to ensure the layout would be developed in compliance with regulations of the International Fire Code (IFC). The private road is less than 150 feet long. Chief Inspector, Jeryl Archer, reviewed the geometry of the private road and determined it will not require an emergency vehicle turnaround. The private road and common driveway will have posted signage which reads, "Fire Lane – No Parking" except where parking is allowed adjacent to the common open space.

Utilities

Domestic water will be supplied by the Ross Point Water District. Van Houten Consulting and Design has collaborated with the District and obtained a will-serve letter. A water main will be extended from Legion Road to serve properties fronting the private road. The three lots abutting Syringa St will tap the main in the adjacent road.

Wastewater will be gravity fed in a sewer main below the private road and connection to the existing road in Legion Rd. All lots fronting Syringa will have individual sewer laterals connecting to the main in Syringa.

Connections for power, gas, phone, cable and internet are readily available and will be supplied throughout Legion Park.

Development Schedule

- Phasing (Including commencement and completion): Legion Park and all its required improvements will be constructed in a single phase spanning the spring/summer of 2024.
- Subsequent home construction will be driven by market conditions.
- Total number of acres in each phase: A single phase of 1.06 acres.
- Acreage to be devoted to particular uses:
 - Public ROW Dedication: 0.14 acres
 - Internal Roadway Tracts: 0.15 acres
 - Total Open Space Tracts: 0.06 acres
 - Residential Parcels: 0.69 acres
- Proposed number and type of dwelling units for each phase: 8 substantially unique “cottage-home” style homes in a single phase.
- Avg. residential density per gross acre for each phase: 8.49 units per gross acre.

City Code Compatibility

Blackwell Homes, LLC and their design team purposely made the formation of this proposal a collaborative effort with the agencies and departments which have a vested interest in it. The City Code cited below highlights the meticulous planning which went into creating a community that will be desirable to the City and its residents.

17.12.060: SUBDIVISION REVIEW AND APPROVAL

H. No subdivision shall receive a recommendation of approval from the Planning and Zoning Commission or be approved by the City Council unless findings and conclusions are made that:

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

- A will-serve letter from the Ross Point Water District is included in this application package.

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

- The City of Post Falls owns the wastewater system serving the area. City staff was consulted for the development of the proposed gravity sewer alignment and deemed it to be viable.

3. Proposed streets are consistent with the transportation element of the Comprehensive Plan.

- A private street will be constructed to serve the eight cottage home parcels. It will intersect with Legion Road and be the only means of vehicular ingress and egress. The lot with the existing house will have a driveway approach off Legion Road as well. Legion Road is a local residential road which feeds into Syringa St., a minor collector. The additional traffic will not have an impact on the public road's designations.
- Frontage road improvements to Syringa St and Legion Rd will occur as part of the subdivision. The roads will be brought to full width and feature curb, gutter, street trees, swales, sidewalks and a pedestrian ramp. Additional public right-of-way will be granted along Syringa St and Legion Rd to accommodate the improvements and comply with the City's Comprehensive Plan.

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

- A review of historical aerial imagery revealed no past land uses which would create a potential hazard. Subsurface conditions are assumed to be typical of the Rathdrum Prairie and suitable for residential development similar to the surrounding neighborhoods.

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

- The concurrent annexation request is for R-1 zoning. An application for Special Use Permit to construct a cottage style neighborhood is also being made as part of this submittal package. Close collaboration with City staff and Kootenai County Fire and Rescue took place throughout the development of this proposal. Legion Park complies with the density and design criteria of the Cottage Home Development Standards, providing yard space, garages, setbacks, parking, utilities and open space which meet the requirements of City Code. Detailed plans with project statistics accompany this report.

6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for offsite 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 developer is aware they will be required to enter into a development agreement with the City and is prepared to pay all fees.

18.20.070: SPECIAL USE PERMITS:

B. The application for a special use permit may be approved as presented, conditionally approved, or denied by the Planning and Zoning Commission upon determining the following:

1. Whether implementation of the special use would/would not conform to the purposes of the applicable zoning district.

- City code states the R-1 zone is intended for single family homes on individual lots with to permit other accessory uses that are associated and compatible with the residential use. The Cottage Home Residential Performance Standards conform to the purposes of the applicable zoning district by creating single family homes on individual lots and providing a common green space as an accessory use.

2. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the City and the State.

- The Cottage Home Residential Performance Standards (18.24.032) are eligible for special use permit in the R-1 zone. Multiple meetings were held with city staff to ensure the proposed layout conformed with the standards.

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

- Legion Park provides an ideal infill development opportunity situated adjacent to a minor collector road. Residents will come and go from the development with little to no impact on the communities around them.
- Section 18.24.032.A states the purpose of the cottage homes residential performance standards as, “provide housing types that are responsive to changing household demographics.....promote neighborhood interaction and safety through design” and, “ensure that residents of such housing enjoy a high-quality environment, with permanence, stability and access to green spaces.” Close collaboration with city staff through design development has created a

layout which complies with all aspects of the standards and thereby achieves these goals.

4. Whether the proposed use will/will not comply with the goals and policies found within the Comprehensive Plan.

- Legion Park was evaluated for compliance with the goals and policies found in Appendix B of the Comprehensive Plan and fits the large majority of those with the Land Use designation. Specific goals and policies being met are G-01, G-02, G-03, G-05, G-07, P.01, P.02, P.06, P.08, P.09, P.14, P.15, P.19, P.33, P.44 and P.45.

Exhibit 2

**Legion Park Special Use Permit and Subdivision
File No. SUP-23-4 & SUBD-23-6****Planning and Zoning Commission****Reasoned Decision****A. INTRODUCTION:**

APPLICANT: Merle Van Houten, Van Houten Consulting and Design, LLC

LOCATION: South of E. Poleline Avenue on the northeast corner of E. Legion Rd. and N. Syringa St.

REQUEST: A Special Use Permit and Subdivision to permit cottage homes in accordance with the Cottage Home Residential Performance Standards (PFMC 18.24.032) and to subdivide approximately 1.06 acres into nine (9) lots.

B. RECORD CREATED:

1. A-1A SUP Application
2. A-1B Subdivision Application
3. A-2 Narrative.
4. A-3 Preliminary Plan
5. A-4 Owner Authorization
6. A-5 Title Report
7. A-6 Radius Report
8. A-7 Will Serve
9. S-1 Vicinity Map
10. S-2 Zoning Map
11. S-3 Future Land Use Map
12. PA-1 PFSD Comments
13. PA-2 KCFR Comments
14. PA-3 PFPD Comments
15. PA-4 YPL Comments
16. PA-5 PFHD Comments
17. PA-6 DEQ Comments
18. P&Z Staff Report
19. Testimony at the April 9, 2024 Planning and Zoning Public Hearing:

The public hearing was noticed correctly and conducted under the requirements of Idaho Code §§ 67-6512 and 67-6509 and PFMC § 18.20.60. The purposes of the hearing was to allow the Applicant and the public to provide testimony and documentation to the Planning and Zoning Commission ("Commission") in their application of § 18.20.070B and 17.12.060(H).

Ethan Porter, Associate Planner

Ethan Porter presented the proposal for a special use permit and subdivision application for Legion Park. The property owner, Benjamin Steckman of Blackwell Homes LLC, is represented by Merle Van Houten. The proposal includes developing eight cottage homes within an R1 single-family zoning district on a 1.06-acre plot, which also houses one existing single-family home. The proposed site is located at the northeast corner of Legion Road and Syringa Street and was previously considered for

annexation. The area is predominantly surrounded by single-family residential properties. The preliminary plan, detailed in Exhibit A3 of the staff report, shows nine lots, with lots two through nine designated for the cottage homes and lot one maintaining the existing single-family home.

Mr. Porter explained that the proposed subdivision adheres to the R-1 zoning requirements and the special use permit requested will allow the placement of the cottage homes, which are smaller in size but are permissible under the city code. It allows for a denser, but compatible development. The development is supported by existing infrastructure with water to be provided by Ross Point and wastewater services by the city. The proposed streets align with the city's comprehensive plan. The connectivity and access points are designed to accommodate potential future developments in the area and integrate with the city's transportation framework.

Mr. Porter emphasized that this project is the first to proceed under the cottage homes framework and offered an alternative housing type that supports both infill development and increases housing densities while still maintaining compatibility with the surrounding single-family homes. Mr. Porter also testified that the development aligns with several goals of the city's comprehensive plan, emphasizing diversified housing types and promoting infill development. By introducing cottage homes, the project supports a resilient local economy, and promote diversity in housing, reflecting the plan's vision for growth and development.

Merle Van Houten of Van Houten Consulting and Design LLC, Applicant

Mr. Van Houten presented the Applicant's request for the subdivision approval and special use permit for cottage home standards. He testified that the proposal would retain the existing house and add eight cottage homes structured around a central green space in line with the cottage home approval standards. The proposal will include the construction of a private internal roadway connecting to Legion Road. He testified that the proposal met sizing standards and each home is designed with two stories, three bedrooms, two bathrooms and a single-car garage, intended to meet the needs of young families or retirees. Mr. Van Houten testified that the proposal includes frontage improvements to both Legion and Syringa and highlighted the project's proximity to parks and schools as support for the complimentary residential purpose of the proposal.

Mr. Van Houten also emphasized that the proposal adheres to the underlying R-1 zoning requirements and the cottage home use is permissible through the special use approval process. Additionally, the proposal aligns with the city's transportation plans and adequate provisions for water and wastewater are available. Finally, he testified that the proposal promotes infill development and provides diverse housing which supports the city's demographic trends and economic resilience.

The hearing was opened for public comment.

Howard Burns, Neutral

Mr. Burns stated that he would like to see such properties restricted to owner occupied units only.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 18.20.070 B and 17.12.060(H).

C. SPECIAL USE PERMIT REVIEW CRITERIA:

C1. Will Implementation of the special use conform to the purposes of the applicable zoning district?

Based on the testimony supplied and the staff report, the Commission finds that the proposed cottage

homes use is allowed with a Special Use Permit as per PPMC 18.24.032(B) in the R-1 zoning district. The Commission finds that the proposed residential conforms to the purposes of the R-1 zone and finds the testimony of Mr. Porter and the Applicant persuasive that the zoning supports the proposed use as it is associated and compatible with the other residential uses.

C2. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved; and complies with all other applicable laws, ordinances, and regulations of the city and the state.

Based on the analysis of PPMC 18.24.032, it has been established that the proposed cottage home residential use is compatible and allowed as a special use in the zone and that the applicant has met all the relevant laws and no testimony to the contrary was presented. Therefore, the Commission finds that the approval criterion has been met.

C3. Whether the proposed use will be compatible with the health, safety, and welfare of the public or with land uses within the vicinity of the proposal.

The Commission, having reviewed the Special Use Permit application in light of this Criterion, finds that the testimony and evidence provided that the proposed use as cottage homes when viewed against the surrounding land uses and zoning designations does not negatively affect the health, safety, and welfare of the public. There was no testimony to the contrary. The Commission finds that the proposal does not create adverse impacts to the existing transportation systems or public services.

As such, the Commission finds that the proposed use will be compatible with the health, safety, and welfare of the public and with land uses within the vicinity.

C4. Whether the proposed use will comply with the goals and policies found within the comprehensive plan.

The Commission finds that the proposal meets the following goals and policies of the Comprehensive Plan:

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

This proposal helps build economic diversity by promoting new and different products in housing inventory which sustains a diverse, balanced economic base, retains existing quality of life assets, and helps keep Post Falls prosperous. The future homes attract prospective employees for business and provide community prosperity and fiscal health.

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

The proposal supports an allocation of diverse land use types to support the community needs and fosters the City's long-term sustainability by growing the local economy by providing diverse housing options in the vicinity of the adjacent commercial areas.

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

The proposal supports the redevelopment of an underutilized infill parcel recently annexed into the city with a new type of housing providing an alternative to traditional multi-family apartments within a community setting.

D. 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:

D1. 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 finds that the Ross Point Water District has determined it has adequate capacity and is willing to provide service to the subdivision as proposed.

D2. 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.

D3. 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. The internal private street is residential, will be maintained by a homeowner's association and will have a single access point onto Legion Road.

D4. 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.

D5. 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.

D6. 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.

E. 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 to or from residential lots to Syringa Street shall be prohibited on the face of the plat.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. 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 private roadway (Chafee Street).
10. The existing home shall connect to the City's sewer system, pay appropriate capacity fees and have the existing septic system abandoned, on compliance with Panhandle Health requirements.

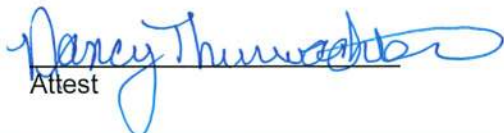
F. CONCLUSION

SUP-23-4: 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, Legion Park, SUP-23-4, meets the approval criteria of Post Falls Municipal Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

SUBD-23-6: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the request, Legion Park, 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.

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.

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Fiscal Year 2025 Budget Hearing

ITEM AND RECOMMENDED ACTION:

This public hearing allows the City Council to receive and consider public input on the proposed fiscal year 2025 budget. The budget hearing is also intended to receive public comment on budgeting accrued foregone tax authority or reserving additional taxing authority into the city's foregone balance. Staff recommends that the Council adopt the budget as presented.

DISCUSSION:

The City is required to hold a hearing each year prior to adopting a budget for the next fiscal year. The budget establishes the spending priorities for the city for the upcoming fiscal year and is used to calculate the property tax levy that funds a portion of the budget. The levy is calculated by dividing the city's adopted budget by the assessed taxable property value in the city. Idaho law limits budget increases. Generally, property tax supported increases are limited to 80% of the value of closed urban renewal districts, 90% of the value of new construction and annexation occurring during the year, and up to a 3% increase over the highest budget in the last 3 years. Additionally, the council may also increase the budget by an additional 1% for operating expenses, and 3% for capital expenses, if the city has created a foregone tax account by conservatively budgeting less than allowed in prior years.

Post Falls has not used its 3% increase authority to add additional new revenue since 2009, saving taxpayers \$3.5 million annually.

This year's proposed budget comes at a time of increased inflation and labor costs, rising insurance costs, and less state revenue sharing, which places additional demands on the city's budget. The consumer price index for the western region is up 3.7% over the past year and the average wage in Idaho for all occupations is up 8.3% over that time. To address the impact of increased labor costs in the police department, the City Council increased wages for sworn officers in December 2023 by 14% (\$1.09 million). Additionally, the city's insurer has raised premiums by 30% to offset increased reinsurance costs that are outside the city's control. Finally, the city is anticipating \$762,235 less in state sales tax sharing and a similar reduction in state transportation funding.

To offset the increased costs and reduced state funds, staff is recommending the City Council increase the budget by 4% this year, including a 1% operational increase from its foregone balance. This increase, along with taking the allowed 90% of new construction and annexation values, does not fully address the impacts of inflation, labor and insurance costs. The City's general fund budget will still be lower than 2024.

The proposed budget would fund one additional police officer, four new police vehicles, and limited other operational and capital expenditures. The budget also includes a cost of living adjustment to salaries in order to remain competitive and allows for a merit increase if the employee earns the increase and if they are below the top of the grade for their position. Once an employee reaches the top of their pay grade, they are no longer entitled to merit increases. Additionally, the budget has additional expenditures related to dedicated and enterprise funds.

The City Council may also elect to use up to an additional 3% of its previous high budget from the city's foregone balance towards a designated capital project/projects. This would generate approximately \$462,000 in one-time revenue towards a capital project. One-time dollars do not carry over into future years, so there is no ongoing tax impact from those expenditures. This would allow the city to fund a portion of a capital project sooner, avoiding increased construction costs due to inflation, as well as reducing the future costs of borrowing to complete the project. If the council elects to use foregone authority for a capital project, staff recommends using those funds towards completing facilities contained in the adopted 2021 Facilities Master Plan.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The City Council has held two workshops to discuss the budget on May 22, and July 16, 2024.

APPROVED OR DIRECTION GIVEN:

The City Council provided guidance on preparing the budget and asked for additional information on the use of foregone taxing authority, which has been provided.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total budget amount for all funds is \$159,906,336. The maximum general fund budget is approximately \$49,695,135, which is approximately \$4,630,327 less than fiscal year 2024.

BUDGET CODE:

Various

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/20/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Our Next Venture Zone Change Ordinance (ZC-23-4)

ITEM AND RECOMMENDED ACTION:

Review and sign Our Next Venture Zone Change Ordinance, File No. ZC-23-4, to rezone approximately 3.1-acres from the Industrial (I) zoning district to Community Commercial Services (CCS) zoning district.

DISCUSSION:

McArthur requested, on behalf of Our Next Venture, LLC, approval to rezone approximately 3.1-acres from the Industrial (I) zoning district to the Community Commercial Services (CCS) zoning district. The property is generally located at the southwest corner of N. Cedar Street and E. Seltice Way. The approval of the requested rezoning was based on the following review criteria per PFMC 18.20.100:

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

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

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

The staff report outlined the future land use designation as commercial within the Maplewood Focus Area being compatible with the requested CCS zoning. Staff outlined the 3.1-acres would align with the compatible surrounding uses and help promote infill development. Various goals and policies of the Comprehensive Plan were identified relevant to the zone change request (See submitted reasoned decision).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On May 7th, 2024, City Council heard the proposal during a public hearing and approved the zone change request with the condition that a development agreement be included to prohibit any residential development on the site.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested Community Commercial Services (CCS) zoning on March 12th, 2024, to City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Our Next Venture Zone Change Ordinance (ZC-23-4)

ORDINANCE NO. _____

**Our Next Venture Zone Change
(Approx. 3.1-acres at the SW corner of N. Cedar St. and E. Seltice Way)
(File No. ZC-23-4)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM INDUSTRIAL (I) TO COMMUNITY COMMERCIAL SERVICES (CCS). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUBERSEDED; AND PROVIDING AN EFFECTIVE DATE;

WHEREAS, the City of Post Falls has carried out the hearings required by law to consider this rezoning request and has adopted a Reasoned Decision concerning this matter.

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

Section 1: That the zoning classification for the parcels equating to approximately 3.1-acres as described below is changed from Industrial (I) to Community Commercial Services (CCS).

Legal Description:

Parcel 1:

ALL OF BLOCK "D", THOMPSON, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK "B" OF PLATS AT PAGE 101, RECORDS OF KOOTENAI COUNTY, IDAHO.

AND

THE EASTERLY 633 FEET OF ALL THAT PORTION OF BURLINGTON NORTHERN, INC. 100 FOOT RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

AND

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 WITH THE SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY;

THENCE, SOUTH 72°55'38" EAST ALONG THE SAID SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY 5 FEET TO THE POINT THAT IS 30 FEET WESTERLY FROM THE CENTERLINE OF THE ACCESS ROAD.

THENCE, SOUTH 20°01'21" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ACCESS ROAD, 13.30 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE, NORTH 0°39'09" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 14 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM BURLINGTON NORTHERN, INC. RECORDED MAY 27, 1977 IN BOOK 283 OF DEEDS AT PAGE 137, RECORDS OF KOOTENAI COUNTY, IDAHO.

Parcel 2:

ALL THAT PORTION OF BURLINGTON NORTHERN, INC. 100 FOOT RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

EXCEPTING THE EAST 633 FEET THEREFROM

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM BURLINGTON NORTHERN, INC. RECORDED OCTOBER 7, 1976 IN BOOK 279 OF DEEDS AT PAGE 184, RECORDS OF KOOTENAI COUNTY, IDAHO.

Section 2: That the property described above in Section 1 will be designated as Community Commercial Services (CCS) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the ____, day of _____ 20__, and **APPROVED** by the Mayor on the ____ day of _____, 20__.

Ronald G. Jacobson, Mayor

ATTEST: 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. _____, rezoning certain property located at the southwest corner of N. Cedar Street and E. Seltice Way, from Industrial (I) to Community Commercial Services (CCS). The rezoned property is legally described as:

Parcel 1:

ALL OF BLOCK "D", THOMPSON, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER, IN BOOK "B" OF PLATS AT PAGE 101, RECORDS OF KOOTENAI COUNTY, IDAHO.

AND

THE EASTERLY 633 FEET OF ALL THAT PORTION OF BURLINGTON NORTHERN, INC. 100 FOOT RIGHT OF WAY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

AND

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 WITH THE SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY;

THENCE, SOUTH 72°55'38" EAST ALONG THE SAID SOUTHERN RIGHT OF WAY LINE OF SELTICE WAY 5 FEET TO THE POINT THAT IS 30 FEET WESTERLY FROM THE CENTERLINE OF THE ACCESS ROAD.

THENCE, SOUTH 20°01'21" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE ACCESS ROAD, 13.30 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE, NORTH 0°39'09" WEST ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 14 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM

BURLINGTON NORTHERN, INC. RECORDED MAY 27, 1977 IN BOOK 283 OF DEEDS AT PAGE 137, RECORDS OF KOOTENAI COUNTY, IDAHO.

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EXCEPTING THE EAST 633 FEET THEREFROM

EXCEPTING THEREFROM ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED AS RESERVED IN THE DEED FROM BURLINGTON NORTHERN, INC. RECORDED OCTOBER 7, 1976 IN BOOK 279 OF DEEDS AT PAGE 184, RECORDS OF KOOTENAI COUNTY, IDAHO.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 N. 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. _____, rezoning certain property 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 , 20 .

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager, Alyssa Gersdorf, Environmental Specialist

SUBJECT: Proposed Critical Materials Ordinance and Memorandum of Understanding with Panhandle Health District

ITEM AND RECOMMENDED ACTION:

City Council reviews the proposed Critical Materials ordinance and provides a recommendation if the ordinance should be returned at a future meeting for adoption. A Memorandum of Understanding with the Panhandle Health District (PHD) would accompany the ordinance allowing for PHD staff to manage the Critical Materials program.

DISCUSSION:

The City of Post Falls annually pumps more than two billion gallons of water from the Rathdrum Prairie Aquifer (RPA) to satisfy residential, commercial, industrial, and irrigation demands. The RPA has been designated as Idaho's only sensitive resource aquifer. The geophysical characteristics of the region are what make the aquifer incredibly productive but also less protected from potential contamination. Designation as a sensitive resource aquifer allows for special aquifer protection rules which have been in force for several decades.

Panhandle Health District (PHD) has been the entity that administers the aquifer protection rules, including the Critical Materials at Fixed Facilities Over Sensitive Resource Aquifers Rule (CMR). The intent of the CMR program is to aid in protection of the RPA from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the aquifer. The rules strive to achieve such protection through proper use of secondary containment systems at Fixed Facilities that use, store, manufacture or handle Critical Materials. PHD has administered the CMR program since 1993.

However in 2022, these rules were discontinued as the Idaho Legislature determined that health districts are not state agencies and thus do not have rulemaking or enforcement authority on their own. As a result, counties and municipalities have adopted ordinances that allow health districts to carry out certain functions of the CMR program. Utilities Division staff received authorization from Council on November 23, 2022 to pursue conversion of the CMR to a City Ordinance. Utilities staff in coordination with the legal department and PHD prepared the attached draft CMR Ordinance and Memorandum of Understanding (MOU) for Council's consideration.

The proposed CMR Ordinance allows for continuing the existing aquifer protection rules, an action that directly benefits Post Falls water users. Conversely, degradation of the RPA could have negative consequences to Post Falls water users. Widespread contamination would require installation of treatment technologies at each well house at great capital expense and ongoing operational costs.

The proposed MOU allows for implementation and other administrative responsibilities of the CMR Program to be assigned to the Panhandle Health District who are most familiar with the program. There would be no ongoing demands on City staff. Costs of the program would continue to be funded through the Aquifer Protection District meaning there would be no cost to the City for the program. Approval of the CMR Ordinance allows for a continuation of the program as it has for the past 20 years.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 23, 2022

APPROVED OR DIRECTION GIVEN:

Approval given to prepare ordinance

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2024.08.20 MOU PHD for Council
2. 2024.08.20 City of Post Falls Critical Materials Ordinance for Council
3. 2024 August 20 Council Presentation Critical Materials Ordinance

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF POST FALLS AND
PANHANDLE HEALTH DISTRICT 1
FOR
ADMINISTRATION OF THE CITY’S RATHDRUM PRAIRIE AQUIFER ORDINANCE**

I. PURPOSE:

This Memorandum of Understanding (MOU) between the City of Post Falls (“Post Falls”) and Panhandle Health District 1 (“PHD”) is intended to document the parties’ understanding of, and agreement to cooperate on the administration of the City’s Rathdrum Prairie Aquifer Ordinance, Municipal Code Chapter 8.42 (hereinafter referred to as the “Ordinance”).

II. RECITALS:

WHEREAS, POST FALLS and PHD are governmental entities organized under the laws of the State of Idaho; and

WHEREAS, POST FALLS and PHD agree that regulation of commercial and industrial activities that could adversely affect the Rathdrum Prairie Aquifer is critical and in the best interests of the public; and

WHEREAS, POST FALLS has agreed to enact an ordinance codifying the existing protections of the Rathdrum Prairie Aquifer in a manner that is similar to PHD’s regulations; and

WHEREAS, PHD has the necessary expertise and personnel to administer regulations for the continuous protection of the Rathdrum Prairie Aquifer; and

WHEREAS, POST FALLS is amenable to PHD administering the POST FALLS Ordinance with regard to Commercial/Industrial application review, conducting inspections, the issuance of Critical Materials Compliance Certificates (CMCC), application of performance standards, processing requests for variances, and appeals from decision of POST FALLS’s Public Works Director; and

WHEREAS, it is the mutual desire of POST FALLS and PHD to memorialize their understanding and agreement with respect to their cooperation on the Ordinance; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. POST FALLS hereby agrees to:

1. Upon request by PHD, grant access to review any applications through POST FALLS that would reference the use, storage, or handling of Critical Materials.
2. In consultation with PHD, evaluate applications for variances, and approve or deny the same; provide the required notice of any hearing related to an application for a variance; appoint a hearing officer to take evidence and provide a recommendation on the application for a variance.
3. Provide forms for appeals of decisions by the POST FALLS Public Works Director.
4. Report known and suspected violations of the Ordinance to PHD.
5. Prosecute violations of the Ordinance in a manner consistent with the law and in the exercise of reasonable prosecutorial discretion.

B. PHD hereby agrees to:

1. Inspect all Fixed Facilities within the City of POST FALLS to determine compliance with the Ordinance and BMP Manual.
2. Evaluate all businesses within the City of POST FALLS to determine if critical materials use activities are taking place.
3. Set intervals at which each Fixed Facility will be subject to inspection.
4. Consult with POST FALLS as requested, in the evaluation of Commercial/Industrial applications, the issuance of CMCCs, and in the administration of the Ordinance.
5. Issue CMCCs when an application is complete and meets the requirements of the Ordinance and BMP Manual, and an inspection, if required, demonstrates compliance.
6. Issue a written statement to the applicant when a CMCC is denied, stating in what way the inspection of the facility does not meet the requirements of the Ordinance and BMP Manual.
7. Revoke any CMCC for good cause and provide written notice thereof to the permit holder or its agent.

8. Receive and evaluate reports from the operators/owners of Fixed Facilities regarding: (a) the presence of any Critical Materials Use Activities; and (b) the spill, leak, emission, discharge, escape, or leaching of Critical Materials into the secondary containment system or the environment.
9. Notify POST FALLS regarding the revocation of any CMCC for good cause.
10. Assist POST FALLS in the evaluation of applications for exceptions; assist POST FALLS in finding qualified hearing officers; provide recommendations on applications for a exceptions.
11. Provide forms for the Commercial/Industrial application.
12. Report known and suspected violations of the Ordinance to POST FALLS.

C. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement and may be terminated by either party upon thirty (30) days' written notice.
3. Each party shall be liable for its own costs and expenses with regard to the administration of the Ordinance.
4. Each party shall be liable for any claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

DATED this ____ day of _____, 2024.

CITY OF POST FALLS

PANHANDLE HEALTH DISTRICT 1

Ron Jacobson, Mayor

_____, District Director

ATTEST:

ATTEST:

Shannon Howard, City Clerk

Clerk

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO RELATING TO REGULATION OF CRITICAL MATERIALS AT FIXED FACILITIES; PROVIDING FOR PROTECTION OF THE RATHDRUM PRAIRIE AQUIFER FROM POTENTIAL SOURCES OF CONTAMINATION FROM MATERIALS HANDLING AND STORAGE AT FACILITIES LOCATED OVER OR ADJACENT TO THE AQUIFER; PROVIDING FOR PROPER USE OF SECONDARY CONTAINMENT SYSTEMS AT FIXED FACILITIES THAT USE, STORE, MANUFACTURE OR HANDLE CRITICAL MATERIALS; PROVIDING REQUIREMENTS SPECIFIED IN TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986; PROVIDING ASSOCIATED DEFINITIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, The Rathdrum Prairie Aquifer is part of the greater Spokane Valley-Rathdrum Prairie Aquifer which was designated as a sole source aquifer by the U.S. Environmental Protection Agency on Feb 9, 1978; and

WHEREAS, this designation recognizes that the Spokane Valley-Rathdrum Prairie Aquifer is the sole source of drinking water for over 600,000 people in Kootenai County, Idaho and Spokane County, Washington; and

WHEREAS, the Idaho Department of Environmental Quality (DEQ) has also designated the Rathdrum Prairie Aquifer as a sensitive resource aquifer; and

WHEREAS, Panhandle Health District No. 1 (PHD) had adopted administrative rules in accordance with the Idaho Administrative Procedure Act (IDAPA), Title 67, Chapter 52, Idaho Code, for the protection of water quality in the Rathdrum Prairie Aquifer, including rules regulating secondary containment; and

WHEREAS, based on the designation of the Rathdrum Prairie Aquifer as a sensitive resource aquifer by DEQ, Kootenai County has established an aquifer protection district pursuant to Title 39, Chapter 5, Idaho Code, which provides for funding for various aquifer protection and educational activities, including funding for PHD to apply and enforce its aquifer protection rules; and

WHEREAS, the City of Post Falls and PHD have a mutual interest in ensuring the continuing protections of the health and safety of its residents and desires to enact an ordinance to maintain requirements for Critical Materials at Facilities over the Rathdrum Prairie Aquifer.

WHEREAS, the Mayor and City Council hereby find that regulatory circumstances constitute a threat to the public health, safety, or welfare and necessitate action to adopt and affirm Critical Material rules and PHD's authority to apply those rules, and to establish required protections of the Rathdrum Prairie Aquifer within the City of Post Falls, to continue to protect water quality in the Rathdrum Prairie Aquifer; and

WHEREAS, 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 a new Post Falls Municipal Code Title 8, Chapter 42 entitled Rathdrum Prairie Aquifer Ordinance is adopted as follows:

CHAPTER 8.42 RATHDRUM PRAIRIE AQUIFER ORDINANCE

8.42.010: AUTHORITY:

This chapter is enacted pursuant to the powers vested in the city by virtue of Article XII, § 2 Constitution of the State of Idaho, and by sections 39-102 and 50-302, Idaho Code.

8.42.020: PURPOSE:

The purpose and intent of this chapter is to aid in the protection of the Rathdrum Prairie Aquifer from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the *Aquifer*. This chapter strives to achieve such protections through proper use of secondary containment systems at *Fixed Facilities* that use, store, manufacture, or handle *Critical Materials*. This chapter aligns with the requirements specified in Title III of the Superfund Amendments and Reauthorization Act of 1987 (SARA III).

8.42.030: DEFINITIONS:

For purposes of this chapter, the following terms have the following meanings unless the context clearly indicates a different meaning.

AQUIFER: The Rathdrum Prairie Aquifer.

BEST MANAGEMENT PRACTICES MANUAL FOR CONTAINING CRITICAL MATERIALS DURING STORAGE & HANDLING (BMP MANUAL): The manual maintained by Panhandle Health District 1 and its partners which provides guidance on establishing proper methods for the storage and handling of *Critical Materials* that have the potential to contaminate the Rathdrum Prairie Aquifer.

CRITICAL MATERIAL: Any liquid, semi-liquid, flowable, or water-soluble solid that is listed in SARA III List of Lists published by the Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, D.C. or is required by the U.S. Occupational Safety and Health Administration to have a safety data sheet, or any amendment thereto or superseding Act.

CRITICAL MATERIALS COMPLIANCE CERTIFICATE (CMCC): A certificate indicating compliance with the reporting and secondary containment requirements of this chapter.

CRITICAL MATERIALS USE ACTIVITY: Any undertaking that involves the use, storage, manufacture, or handling of *Critical Materials* at a *Facility* set forth in this chapter or incorporated into this chapter by reference.

DIRECTOR: The *Director* of the City of Post Falls Public Works or their designee.

FACILITY: Any established land use, building, dwelling, structure or site upon which or wherein a *Critical Materials Use Activity* is conducted.

- Fixed Facility: Any *Facility* above the secondary containment quantity set forth in this Chapter.
- Unfixed Facility: Any *Facility* below the secondary containment quantity set forth in this Chapter.

OWNER OR OPERATOR: An individual or entity that has legal or effective control over a *Facility* subject to this chapter.

RATHDRUM PRAIRIE AQUIFER: The underground water source identified and designated under the authority of 42 U.S.C. § 300j-1(e) (Section 1442(e) of the Safe Drinking Water Act, PL 93-523).

SECONDARY CONTAINMENT QUANTITY: The quantity of a *Critical Material* that requires compliance with this chapter. For those *Critical Materials* specifically listed in the SARA III List of Lists (or as otherwise noted) the following quantities of qualifying substances are subject to this Chapter:

- SARA Section 302 Extremely Hazardous Substances - ten (10) pounds in the aggregate, exclusive of solvent or other medium or, one hundred (100) pounds in the aggregate, inclusive of solvent or other medium.

- CERCLA Hazardous Substances (listed in 40 CFR 302, Table 302.4) - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium.
- SARA Section 313 Toxic Chemicals - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium.
- SARA Section 311 and 312 Chemicals (Not listed in the List of Lists) for which OSHA MSDS must be developed pursuant to OSHA Hazard Communication Standards - five thousand (5000) pounds in the aggregate, inclusive of solvent or other medium.

8.42.040: APPLICABILITY:

- A. This chapter applies to any person, firm, corporation, or government agency owning, operating, or proposing to locate, establish, or operate a *Facility* over the *Aquifer* or within a recognized *Aquifer* recharge area within the city. Any *Facility* so located must comply with the requirements of this chapter prior to initiation of operations or engaging in any *Critical Materials Use Activity*. Every *Owner* or *Operator* of a *Fixed Facility* needs to show compliance with this chapter by obtaining a *Critical Materials Compliance Certificate* (“*CMCC*”) for current operations.
- B. An application is required to establish a new use that could qualify as a *Facility*, including remodeling, operating changes, change in ownership, or expansion of an existing *Facility*, which would modify the type or quantity of *Critical Materials* handled or stored.
- C. Any *CMCC* granted is specific to that action and the application filed. Subsequent actions will require separate plan reviews and approvals to obtain a *CMCC*.
- D. All businesses over the *Aquifer* are subject to inspection in order to determine if they are governed by this chapter.

8.42.050: COMMERCIAL/INDUSTRIAL APPLICATION:

Each commercial and/or industrial undertaking which involves a *Critical Materials Use Activity* must obtain a *CMCC* by submission of an application to the *Director* for review. Such application must require:

- A. Sufficient information to allow for the determination of the type, quantity, and physical state of all *Critical Materials* that are used, stored, manufactured, or handled at the *Facility* location. The *Director* may require that the applicant provide a complete list of *Critical Materials* present at the *Facility*.
- B. Building plans and site development drawings showing compliance with the secondary containment requirements established by this chapter. Such plans must provide

confirmation that the secondary containment methods are compatible with the materials to be contained and that *Critical Materials* at the *Facility* are isolated from storm water or other surface waters on the site. The *Director* may require that any such plans be certified by a licensed engineer. The building and/or site plans must show the location of *Critical Materials* in buildings and other designated site areas.

- C. Proof of contact and resultant acknowledgment from other agencies which have codes, standards, and/or rules which must be met by the applicant with respect to handling of *Critical Materials*.
- D. An opportunity for the *Director* to perform an inspection to evaluate chemical handling and storage at the *Facility*.
- E. The *Director* will evaluate the application in consideration with the *BMP Manual* to determine status of *Facility* for applicability of this chapter. A *CMCC* will be issued to *Fixed Facilities* when it is determined that the application is complete and meets the requirements of both this chapter and the *BMP Manual*, and an inspection, if required, demonstrates compliance with secondary containment criteria previously approved through the plan review.
- F. If the *CMCC* is denied, the *Director* must issue a written statement to the applicant, stating in what way the application is incomplete or does not meet the requirements of this chapter.
- G. The applicant may appeal the denial of a *CMCC* application in accordance with PFMC 8.42.090.

8.42.060: PERFORMANCE STANDARDS:

Each *Fixed Facility* must conform to the following performance standards:

- A. Construct and maintain a secondary containment system for all *Critical Materials*. Said secondary containment system must be designed to prevent infiltration of any *Critical Materials* into the ground in the event that they are released from their original storage containers.
- B. The secondary containment system and methods must be non-reactive and resistant to the materials to be contained and isolate the *Critical Materials* at the *Fixed Facility* from storm water, other surface waters on the site, and from reactive *Critical Materials* present in the same *Fixed Facility*.
- C. Secondary containment systems must be sized to hold at least one-hundred and ten percent (110%) of the volume of the largest container, or ten percent (10%) of the aggregate volume of all containers, whichever is greater, in any containment area within a *Fixed Facility*.
- D. The *Owner* or *Operator* of any *Fixed Facility* must report the presence of any *Critical Materials Use Activities* to the *Director* and all responsible local, state, and federal agencies

as required by statutes, rules, regulations and the provisions of this chapter.

- E. Any spilling, leaking, emitting, discharging, escaping, or leaching of any *Critical Materials* into the secondary containment system or the environment must be reported to the *Director* immediately upon discovery of the release.
- F. Should there be a conflict between the provisions of this chapter, and local, state, and federal rules regarding *Critical Materials Use Activities*, the provision that provides the greatest degree of protection to the *Aquifer* will prevail, except where legal preemption of regulatory authority by state or federal agencies may require application of a different standard of protection.
- G. Each *Fixed Facility* is subject to regular inspection at intervals set by the *Director* to verify continued compliance with this chapter.

8.42.070 REVOCATION OF CERTIFICATE:

The *Director*, for good cause, may revoke any *CMCC* granted, by providing written notice to the permit holder or agent. Any person, association, or corporation who continues to conduct *Critical Materials Use Activities* for more than ten (10) days after the notice of revocation has been mailed will be in violation of this chapter and subject to the penalties provided herein. The revocation of a *CMCC* may be appealed in accordance with PPMC 8.42.090.

8.42.080 EXCEPTIONS:

- A. An exception to the performance standards in this chapter may be granted only upon an affirmative showing by an applicant that a unique and undue hardship is caused by a physical characteristic of a site that is not of the applicant's making and that approval of the exception would not be contrary to the public interest or to the purposes of this chapter.
- B. An applicant for an exception must provide the following:
 - 1. An accurate site plan showing development of the site in question, present and proposed, depicting all features relevant to the exception request. The *Director* will identify information necessary to proper processing of the request if information other than that normally required needs to be supplied. The applicant must describe the current and proposed use of the site in question.
 - 2. A narrative statement addressing the efforts, including consideration of design alternatives, which the applicant has undertaken to comply with the rule from which an exception is sought.
 - 3. A narrative statement explaining the nature of the hardship, if any, imposed by literal compliance with the rule in question.

4. A narrative statement explaining the effects of the requested exception on the interests of adjoining landowners and/or of the public at large.
 5. A narrative statement detailing what use could be made of the site in question if the requested exception were not granted.
- C. The application for an exception must be submitted to the *Director*. If the *Director* determines that the application does not set forth a colorable claim for an exception, they will return the application to the applicant with a written explanation of the decision. This decision may be appealed in accordance with PPMC 8.42.090.
 - D. If the *Director* determines that the application presents a colorable claim for an exception, they will notify the applicant that a hearing will be held on the request.
 - E. The applicant must provide the names and mailing addresses, on self-adhesive labels, of all owners of land located within three hundred (300) feet of the external boundaries of the site in question. Said names will be provided or checked by a land title company or other business whose commercial purpose it is to provide such information. The applicant is solely responsible for the accuracy of such information.
 - F. Using the mailing list provided by the applicant, notice of hearing will be sent by first class mail and posted on the site in question in a conspicuous manner. The *Director* will maintain records verifying completion of the notification process. Mailing and posting will be accomplished at least fifteen (15) days prior to the date of the hearing established by the *Director*. The cost of mailing and posting will be borne by the applicant.
 - G. On the appointed date, a hearing officer will conduct a hearing concerning the exception request. The applicant, city staff, Panhandle Health District 1 staff, interested members of the public, and public agency representatives will be allowed to participate in such hearing. The hearing officer may establish time limits or other rules of procedure to expedite hearing of the request. The hearing officer must establish a record of the hearing and see that a tape recording is made of the proceedings. Exhibits must be identified in the record in order that they may be associated with the taped record of the hearing.
 - H. Upon completion of the hearing and compilation of the record in each application, the hearing officer will prepare a recommended decision which is transmitted to the *Director* for final action. The hearing officer may recommend that the application be approved, be approved with conditions, or that the application be disapproved. The recommendation must set forth the facts determined to be relevant to the decision, the legal principles applicable to the recommended ruling, and the conclusions drawn from the facts.
 - I. The *Director* will consider the record and the hearing officer's recommendation and decide the request for an exception without further hearing. The *Director* may accept the recommendation of the hearing officer, reverse the recommendation, or modify the recommended decision. If the *Director* modifies or reverses the hearing officer's recommendation, he/she must set forth his/her reasons for doing so in writing. The

Director may also elect to remand the request to the hearing officer for clarification or for further proceedings. Confirmation of the hearing officer's recommendation may be satisfied by the *Director* adopting the hearing officer's decision as his/her own.

- J. No appeal may be taken from the *Director's* decision. The *Director's* decision will be deemed final for purposes of judicial review.

8.42.090 APPEALS:

- A. An appeal must be made on the form provided by the *Director* and must be filed within fifteen (15) days following the date of the decision appealed.
- B. The appeal must state specifically the objections to the decision, identify an abuse of discretion, and/or describe how the decision is not supported by the evidence. The appeal must be accompanied by such evidence as may be required to facilitate review, and by the fee as referenced in the fee schedule.
- C. A hearing may be requested by the applicant. If no hearing is requested, the decision will be made by the duly appointed hearing officer based on the record, the information in the notice of appeal, and any other written information provided to the *Director* prior to the decision.
- D. If the applicant requests a hearing, the hearing officer will designate a time and place for the hearing, and must provide written notice to the applicant, the *Director*, Panhandle Health District 1, and any person affected by the decision.
- E. The hearing officer will conduct the hearing on the appointed date and time for the hearing. The applicant, city staff, Panhandle Health District 1 staff, interested members of the public, and public agency representatives will be allowed to participate in such hearing. The hearing officer may establish time limits or other rules of procedure to expedite hearing of the request. The hearing officer will see that a recording is made of the proceedings. Exhibits must be identified in the record.
- F. Upon completion of the hearing and compilation of the record, the hearing officer must prepare a written decision which will be transmitted to the applicant, the *Director*, Panhandle Health District 1, and any other person requesting notice of the decision. The recommendation must set forth facts found relevant to the decision, legal principles applicable to the recommended decision and conclusions drawn from the hearing process.
- G. No appeal may be taken from the hearing officer's decision. The hearing officer's decision will be deemed final for purposes of judicial review.

8.42.100 VIOLATIONS:

- A. Any *Owner* or *Operator* of a *Fixed Facility* is deemed to have violated this chapter if:

1. A *Fixed Facility* is operated or if *Critical Materials Use Facilities* are conducted on any site without first obtaining a *CMCC* or if changes are made to *Critical Materials Use Facilities* at a *Fixed Facility* without resubmitting an application for the *Fixed Facility* as required by PFMC 8.42.00.
 2. An *Owner* or *Operator* of a *Fixed Facility* knowingly submits false or incomplete statements in an application or in reports to the *Director* or other responsible agencies or officials concerning the nature or quantity of *Critical Materials* present at a *Facility* governed by this chapter.
 3. An *Owner* or *Operator* fails to implement or maintain secondary containment of *Critical Materials* at a *Fixed Facility* as necessitated by this chapter.
 4. An *Owner* or *Operator* fails to comply with time and reporting standards for any *Critical Materials Use Activities* or fails to report any discharge of *Critical Materials* into the secondary containment system required by this chapter.
- B. Any person, association, or corporation, or the officers thereof, who violates any of the provisions of this chapter is deemed guilty of a misdemeanor, and upon conviction thereof will be punished as provided by PFMC 1.24.010.
- C. In addition to fine and imprisonment, any person, association, or corporation, or the officers thereof found to be in violation of this chapter is liable, by civil action or restitution, for any expense incurred by the city or any other governmental agency in enforcing this chapter, or in removing or terminating any nuisance or health hazard.
- D. Any person, association, or corporation, or the officers thereof is additionally subject to civil court action, including an injunction or restraining order, and to such penalties, costs, or fees as may be necessary to compel compliance.
- E. Each successive day in violation will be considered a separate offense and be subject to individual penalties for each separate offense.

SECTION 2. The City of Post Falls and Panhandle Health District have the power to implement the provisions of this article which includes those duties described in the Memorandum of Understanding between the entities any powers necessarily implied from those provisions.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance will, 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 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 will 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, will 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 June ____ 2024.

APPROVED, ADOPTED and SIGNED this day of June, 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 RELATING TO REGULATION OF CRITICAL MATERIALS AT FIXED FACILITIES; PROVIDING FOR PROTECTION OF THE RATHDRUM PRAIRIE AQUIFER FROM POTENTIAL SOURCES OF CONTAMINATION FROM MATERIALS HANDLING AND STORAGE AT FACILITIES LOCATED OVER OR ADJACENT TO THE AQUIFER; PROVIDING FOR PROPER USE OF SECONDARY CONTAINMENT SYSTEMS AT FIXED FACILITIES THAT USE, STORE, MANUFACTURE OR HANDLE CRITICAL MATERIALS; PROVIDING REQUIREMENTS SPECIFIED IN TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986; PROVIDING ASSOCIATED DEFINITIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND 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 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 June, 2024.

Field Herrington, City Attorney

Critical Materials Ordinance



Craig M. Borrenpohl – Utilities Manager – August 20, 2024

Overview of Discussion

- Post Falls Potable Water Source
- Protecting the Source – Past
- Protecting the Source – Future
- Details of Ordinance and MOU
- Importance to Post Falls
- Other considerations
- Questions

Post Falls Potable Water System

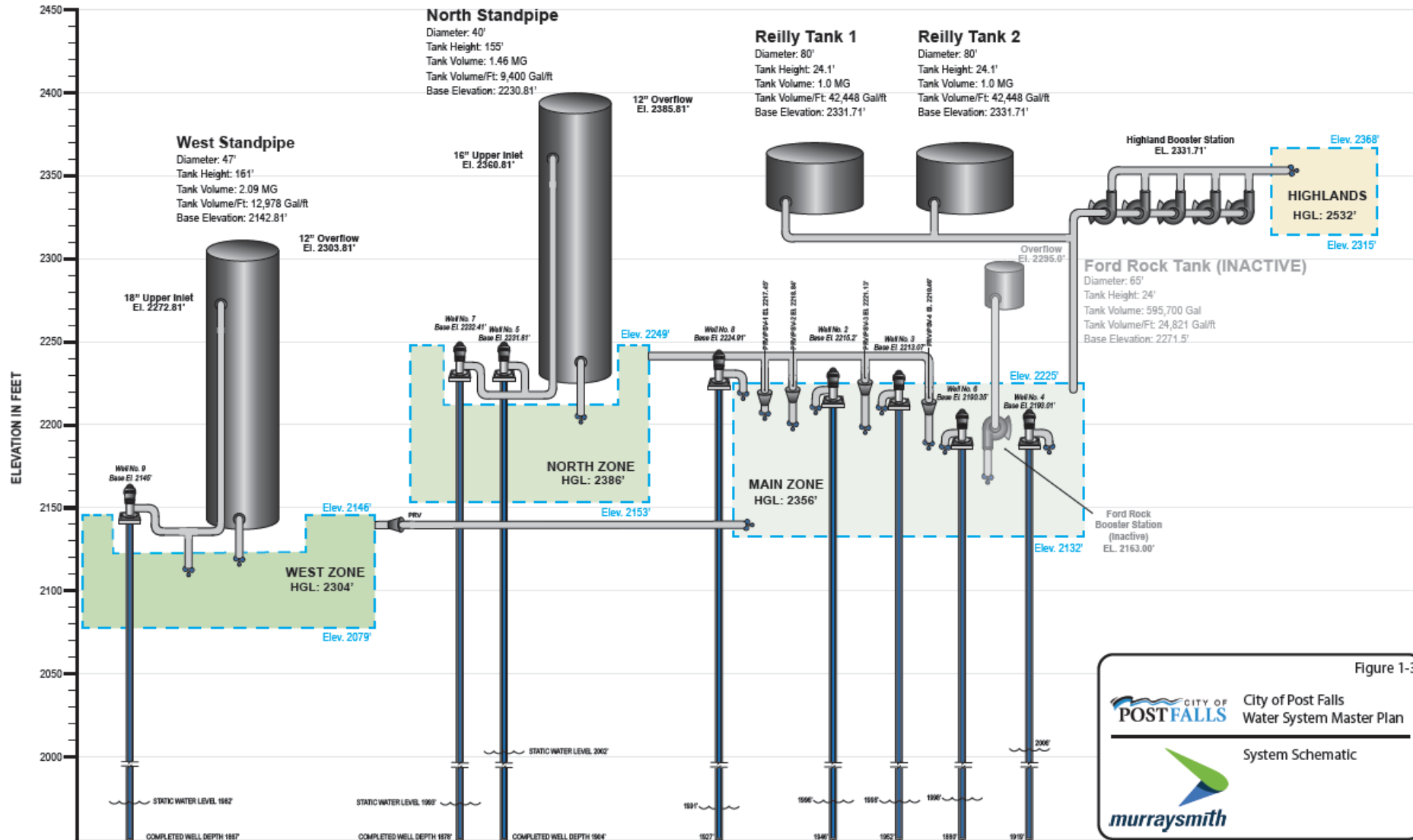
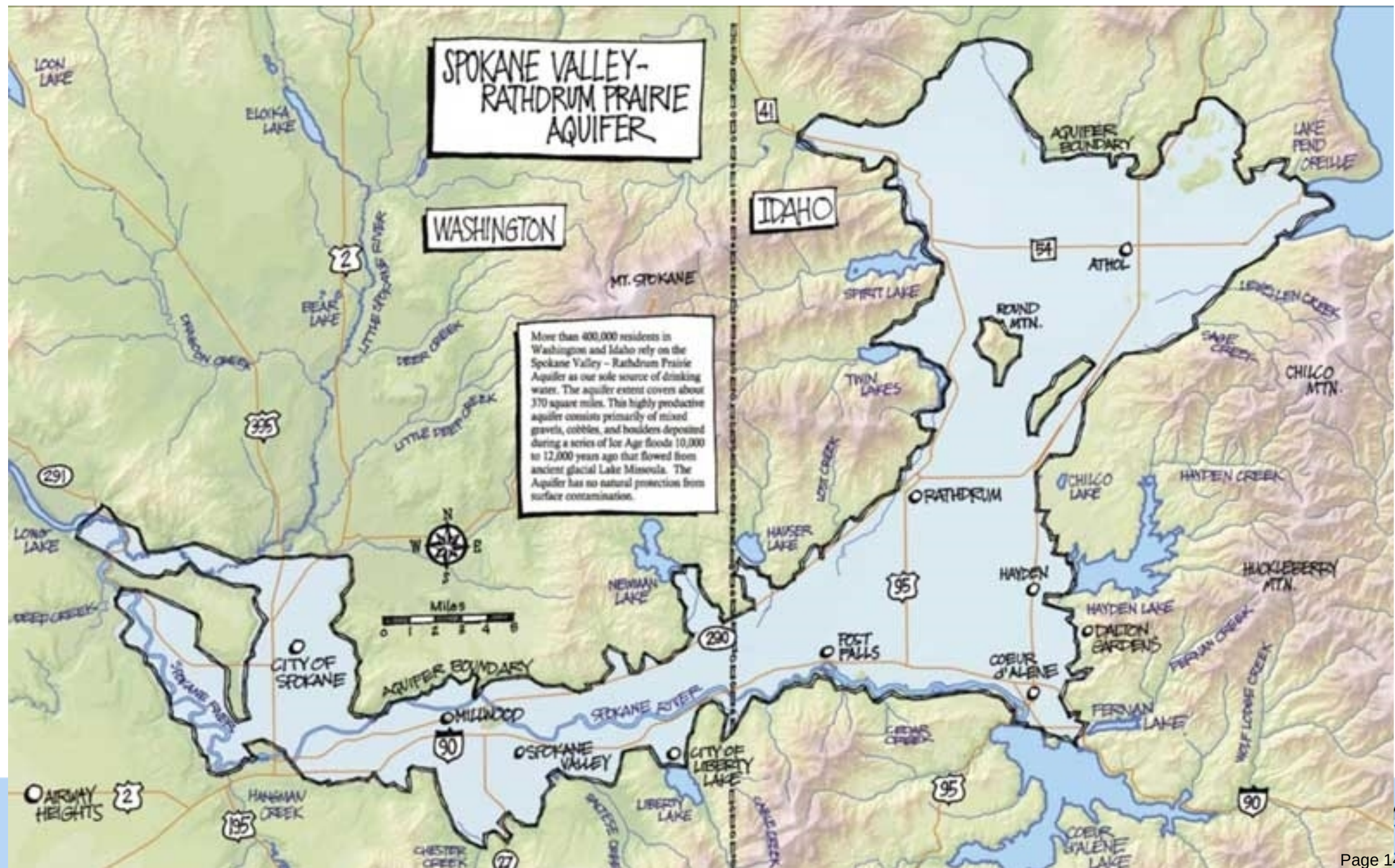
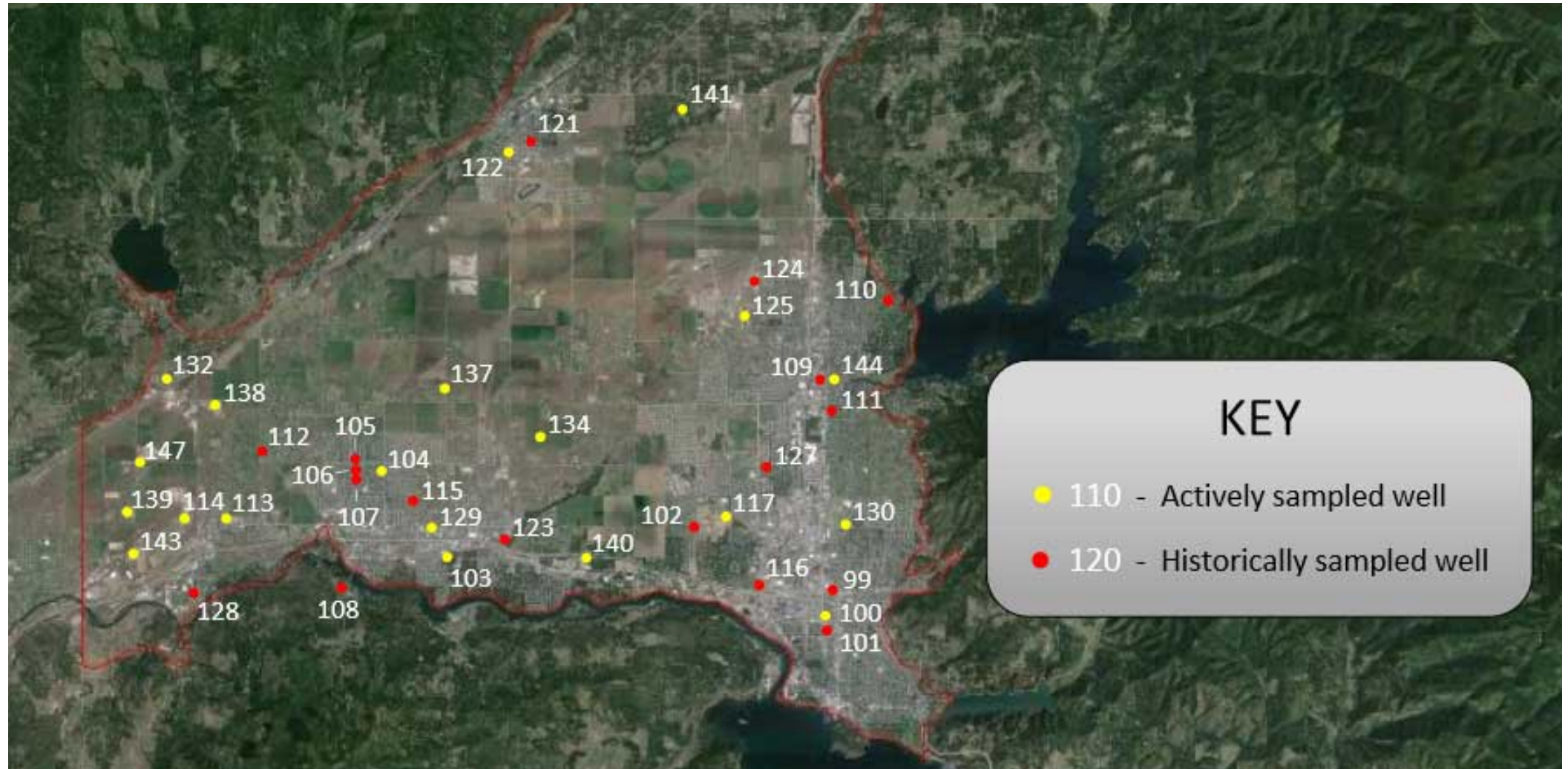


Figure 1-3
 City of Post Falls
 Water System Master Plan
 System Schematic
 murraysmith



RPA – Sensitive Resource Aquifer



Protecting the Source – Past

- Critical Materials at Fixed Facilities Over Sensitive Resource Aquifers Rule (CMR) was developed in 1993.
- Goal in developing original CMR was to protect our aquifer from contamination due to poor materials handling, insufficient spill containment, or inadequate O&M practices.
- Panhandle Health District (PHD) administered the CMR for more than 20 years.

Regional Examples

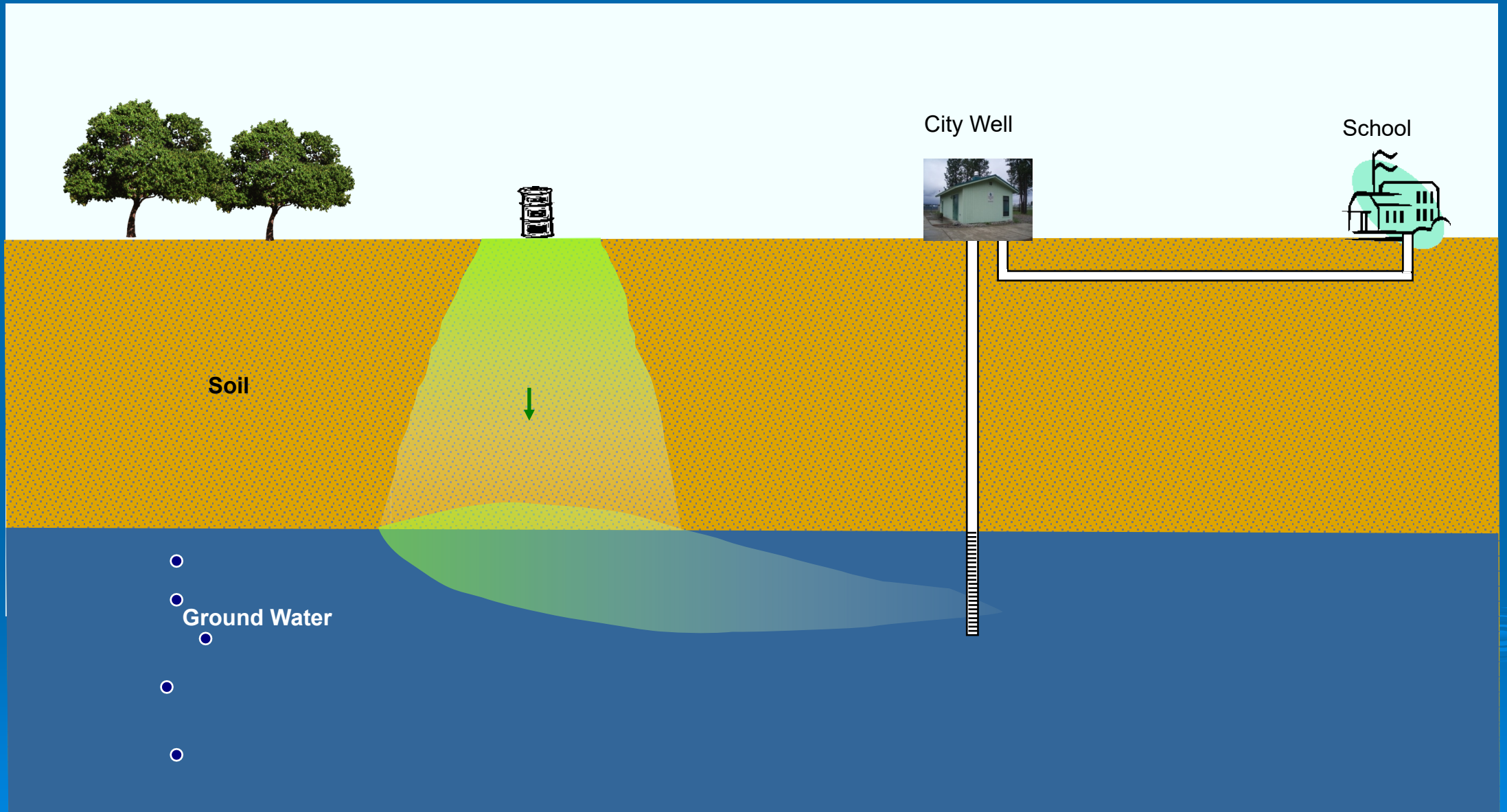


Regional Examples



Regional Examples





Protecting the Source – Future

- In 2022 the Idaho Legislature determined health districts are not state agencies thus do not have rulemaking or enforcement authority on their own.
- CMR discontinued in 2022 putting continued protections of the RPA into question.
- PHD and City staff talked development of city ordinance matching components of CMR to aid in continued protection.
 - Received authorization from Council to format CMR to match city ordinance style guide and present for consideration.

City Ordinance

1. PURPOSE is to aid in the protection of the RPA from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the RPA through proper use of secondary containment.
 - **CRITICAL MATERIAL:** *Any liquid, semi-liquid, flowable, or water-soluble solid that has a safety data sheet. (Think of this as any pollutants you do not want in your drinking water, i.e.. gas, diesel, pesticides, chemicals, etc.)*
 - **CRITICAL MATERIALS USE ACTIVITY:** *Any undertaking that involves the use, storage, manufacturing, or handling of Critical Materials at a Facility (i.e. any activity involving the Critical Material)*
 - **FACILITY:** *Any established land use, building, dwelling, structure or site upon which or wherein a Critical Materials Use Activity is conducted. (i.e. the building where the Critical Material is stored or used)*

City MOU with PHD

- Memorandum of Understanding with PHD allows for:
 - PHD to inspect and evaluate Facilities for proper Critical Materials use and storage.
 - Issuance of Critical Materials Compliance Certificates for approved Facilities.
 - Reporting of violations to the City of Post Falls and working with Facilities to meet CMR requirements.

Importance to Post Falls

- Staff believe existing protections directly benefit water system users.
 - Protecting Rathdrum Prairie Aquifer from contamination provides safe reliable drinking water.
- Staff believe reducing protections could directly harm water system users.
 - Installing and operating treatment systems at each well would be extremely costly.

Other Considerations

- If adopted, program would be funded and administered via existing mechanisms.
 - Administered by Panhandle Health District staff.
 - Currently funded through Aquifer Protection District appropriation.
- We're not alone.
 - Coeur d'Alene has passed CMR ordinance.
 - Kootenai County in development stage of rule.

Recap of Discussion

- Attached ordinance is a conversion of Panhandle Health District CMR rules to a city ordinance.
- Provides for continuation of protections to RPA and the Post Falls water supply.
- Memorandum of Understanding allows for administration by experienced PHD staff.
- Does not financially burden Post Falls.
- Provides for a local solution to a local issue; we're not alone.

The background image shows a landscape with a green field and distant mountains under a blue sky. A cross-section of the ground is visible, showing a brown topsoil layer, a grey rocky layer, and a blue layer with horizontal brown streaks. The word "Questions" is written in white text across the middle of the image.

Questions

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Purchase and Sale Agreement with Treend/Schons, Lundy Easements and Property

ITEM AND RECOMMENDED ACTION:

Staff request city council approval of a purchase and sale agreement with Dan Treend and Roy Schons to obtain property and easements for city utilities projects. Council approval will authorize the mayor to sign the agreement and related documents.

DISCUSSION:

As part of an agreement stemming from construction of the City's new wastewater outfall in 2021, the City has agreed to provide water service to two residences located at the end of Lundy Boulevard. To accomplish this work, easements are needed to connect the water main from its present location along the Centennial Trail. An easement has been negotiated with the underlying property owners to provide this easement.

The owners are also willing to sell a strip of land adjacent to the City's Water Reclamation Facility outfall, through which treated water is returned to the Spokane River. For the last construction project, an easement was purchased to utilize this property solely for use of a "sewer outfall line". The owners are willing to sell it to the City, allowing the additional uses for a reclaimed water line to the community forest and for a drinking water service to the residences mentioned above. Owning this property outright provides significantly more flexibility for the City when future projects are necessary in this vicinity.

The easement and property purchase are shown on the attached map.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The cost of both the easement and property purchase is \$50,000. Funding will come from the Water Reclamation Outfall Upgrade budget, as this work is a direct impact of that construction effort. The property purchase will also benefit the Water Reclamation utility in the long-term.

BUDGET CODE:

Outfall Upgrade: 651-463.6505.95520

ATTACHMENTS:

1. Treend & Schons Property and Easement Purchase Agreement

2. Waterline Path Map
3. 8-20-24 Lundy Property and Easements Purchase

PURCHASE AND SALE AGREEMENT

City of Post Falls – Schons and Treend

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is executed and entered into this 30th day of July, 2024, the “Effective Date,” between **Roy N. Schons and Daniel S. Treend**, a married couple, whose address is PO Box 72, Post Falls, ID 83877 (“**Seller**”), and the City of Post Falls, a municipal corporation of the State of Idaho (“**City**”). The Seller and the City are referred to herein as the **Parties**. This Agreement is not binding upon either party unless and until both Parties have executed and delivered this Agreement.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and City agree as follows:

RECITALS:

A. Seller is the owner of an approximate 0.104-acre parcel located at 1420 West Lundy Boulevard in Kootenai County, Idaho (“**Property**”). The Property is depicted in and legally described in **Exhibit “A”** which is incorporated herein by this reference.

B. Seller is the owner of an approximate 9.56-acre parcel located at 1420 West Lundy Boulevard in Kootenai County, Idaho (“**Easement Property**”). The City desires to obtain and the Seller desires to create and grant an Easement across the Easement Property for extension of the City’s waterlines (“**Easement**”). The Easement is depicted in and legally described in **Exhibit “B”** which is incorporated herein by this reference.

C. Seller desires to sell to the City and the City desires to purchase from Seller the Property, and Seller desires to grant an Easement to the City upon the terms, conditions and provisions set forth in this Agreement.

D. The Post Falls City Council approved this Agreement to purchase the Property at a duly noticed public meeting on _____.

Therefore, the Parties agree as follows:

GENERAL TERMS AND DEFINITIONS:

1. **Definitions.** The following terms shall have the meanings set forth below:

“**Business Day.**” A day other than a Saturday, Sunday, or another day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

“**Cash.**” United States currency represented by cash in hand, certified or cashier’s check, wire transfer or other readily available funds.

“**Closing.**” The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds

and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

“Closing Date.” The date upon which Closing occurs, to be on or before thirty (30) days from the Effective Date or a later date as the Parties may agree to in writing.

“Easement.” The waterline easement described in **Exhibit “B”** attached to this Agreement.

“Escrow.” The escrow to be created in accordance with this Agreement.

“Escrow Agent.” North Idaho Title Company.

“Permitted Exceptions.” All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the Property, and all other matters affecting title to the Property approved or waived by the City in accordance with this Agreement.

“Property.” The land described in **Exhibit “A”** attached to this Agreement, the improvements located on the land including all fixtures, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land.

“Purchase Price.” The total purchase price to be paid by the City for the Property and Easement, as set forth in Section 4 of this Agreement.

“Review Period.” The period commencing on the Effective Date and expiring at 5:00 p.m. Pacific-Time on the date that is thirty (30) days after the receipt by the City of the preliminary title commitment as required by Section 5 or thirty (30) days after the Effective Date, whichever is earlier.

“Transaction.” The purchase and sale of the Property and Easement contemplated by this Agreement.

AGREEMENT:

2. Recitals True. The Recitals are true and correct.

3. Definitive Agreement for Purchase and Sale of Property. Upon full execution, this Agreement will be a binding agreement between the City and Seller for the purchase and sale of the Property on the terms set forth in this Agreement. This Agreement supersedes all other written or oral agreements between the City and Seller concerning the Transaction. If the City and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent’s form, as may be modified by the City and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control. The conveyance will include: The Property and all right, title, or beneficial use/interests appurtenant thereto; all the improvements,

if any, currently situated on the Property; and all water rights, if any, associated with the Property and the Easement.

4. Purchase Price and Method of Payment. The Purchase Price is the sum of Fifty Thousand Dollars (\$50,000.00) payable in Cash, to be deposited by the City with Escrow Agent at or before Closing and paid to Seller at Closing.

5. The City's Conditions Precedent. The City's obligations to purchase the Property and Easement and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which are conditions precedent only and not covenants of Seller.

5.1 Inspection Contingency. During the Review Period, the City will satisfy itself concerning all aspects of the Property including, without limitation, environmental concerns, title concerns, the physical condition of the Property, and its suitability for the City's intended use. The City will have the right to perform such tests or inspections on the Property as it may deem necessary; provided, however, that the City will not conduct any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Phase II environmental site assessment without the prior written consent of Seller, which consent may not be unreasonably withheld. All costs and expenses of tests, inspections, and studies will be paid by the party requesting the test, inspection, or study, regardless of whether this transaction closes.

5.2 Removal of Inspection Contingencies. Prior to the expiration of the Review Period, the City must notify Seller, in writing, if it rejects the Property based on any adverse conditions discovered because of its inspections, identifying with specificity, the conditions or conditions rendering the Property unsuitable for the City's purposes. If the City notifies Seller that it rejects the Property, this Agreement will terminate and neither party will have any obligation to the other, except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived by the City. At the sole option of the City, Seller may be given the opportunity to correct any items that the City determines unacceptable by providing Seller with written notice before the end of the review. That must be corrected, by what dates, and in what manner (the "**Correction Notice**"). Within five (5) days of receiving notice, seller must notify the City in writing whether and to what extent it will effect and pay for the corrections (the "**Notice of Intent to Correct**"), all of which must be completed before the Closing Date. If Seller fails to give a notice of intent to correct within those five (5) days, it will be deemed to have refused to agree to the conditions. Within five (5) days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), the City may elect to (a) cancel this Agreement or (b) agreed to waive inspection contingencies and proceed to Closing.

5.3 Title Commitment.

5.3.1 Escrow Agent shall issue and deliver to the City and Seller a commitment for title insurance with respect to the Property (i) disclosing all matters of record and other matters of which Escrow Agent has knowledge that relate to the title to the Property, (ii) detailing Escrow Agent's requirements for closing the Escrow, (iii) committing to issue to the City an ALTA

Standard Owner's Policy of Title Insurance with respect to the Property, and (iv) providing legible copies of all instruments referred to in the report (collectively, the "**Commitment**").

5.3.2 The City has five (5) business days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "**Title Objections**"). If the City does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing, or terminate this Agreement.

5.4 Amendments to Title Commitment. If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver to the City and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "**Amendment**"). The City has five (5) days from the date of the City's receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the five (5) day period provided for in Section 5.3.2), to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment ("**Additional Title Objections**"). If the City does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing, or terminate this Agreement.

5.5 Title Insurance Policy. At Closing, Escrow Agent shall commit to issue to and in favor of the City a Standard Residential Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in the City effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "**Title Policy**").

5.6 Seller's Property Disclosures.

5.6.1 Disclosure Statement. Seller is exempt from making any disclosure regarding the condition of the Property pursuant to Idaho Code § 55-2505(11), and, except as stated herein, Seller has made no other representation or warranty to City concerning any condition of the Property or improvements. City is familiar with the condition of any structures or improvements, if any, on the Property and City is purchasing the Property and improvements based solely on City's knowledge and inspection of the same. The Property and any existing

improvements located on the Property are sold "AS IS" without any guarantee, warranty or representation by Seller.

5.6.2 Maintenance of Property. Between the Effective Date of this Agreement and the Closing Date, Seller agrees not to take any steps or actions that would be materially detrimental to the Property and agrees to maintain and make ordinary repairs to the Property to cause the Property to be delivered to the City in substantially the same condition existing as of the Effective Date, ordinary wear and tear, damage by casualty, and damage by condemnation excepted. Each party will promptly notify the other regarding any item of repair, replacement, or maintenance of which it becomes aware and that requires an expenditure more than Five Thousand Dollars (\$5,000.00). In no event will Seller be required to make any repairs or replacements to the Property between the Effective Date and the Closing Date.

5.6.3 Leases. Seller affirmatively represents that there are no leases on the Property. Between the Effective Date and the Closing Date, and without City's prior written consent, Seller shall not enter into any leases of the Property or any portion thereof.

5.6.4 Insurance. Seller agrees to continue to maintain its current casualty and liability insurance policies on the Property until the Closing Date but has no responsibility for maintaining such insurance after the Closing Date or to assign any policy to the City.

5.6.5 Recent Improvements. If the Property has had a recent improvement of over \$2,000, then Seller shall, simultaneous with the execution of this Agreement obtain from its General Contractor and deliver to the City, the disclosures required by Title 45, Chapter 5 Idaho Code, or its equivalent. the City upon receipt of any disclosures shall, within 3 days after receipt, execute and return to Seller a copy of such disclosures, acknowledging the City's receipt of such disclosures.

6. Closing.

6.1 Time and Place. Closing will take place in the offices of Escrow Agent, or at such other place as the Parties may mutually agree to in writing. Closing will take place at the time and manner and in accordance with the provisions set forth in this Agreement.

6.2 Prorations, Adjustments:

6.2.1 All ad valorem real property taxes, assessments, personal property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the "**Expenses**") will be prorated and adjusted between the Parties as of the Closing Date. Any taxes or additional penalties that would be due because of removal of either property from any tax deferral or special use assessment program will be assumed by the party acquiring title.

6.2.2 Unless otherwise specified in this Agreement, the Parties will equally share all closing costs excluding recording costs.

6.2.3 Each party will pay its own attorney fees.

6.3 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

6.3.1 A Warranty Deed, in substantially the same form as attached and incorporated herein as **Exhibit "C"** fully executed, and properly acknowledged by Seller, conveying the real property portion of the Property to the City subject to the Permitted Exceptions;

6.3.2 A Grant of Easement, in substantially the same the form attached and incorporated herein as **Exhibit "D"** fully executed, and properly acknowledged by Seller, granting the Easement to the City.

6.3.3 Any other funds, instruments or documents as may be reasonably requested by the City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.4 The City's Closing Deliveries. At Closing, the City shall deliver to Escrow Agent:

6.4.1 The funds required by Section 4 of this Agreement; and

6.4.2 Any other funds, instruments or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary, to effect or carry out the purposes of this Agreement (which funds, instruments or documents are subject to the City's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.5 Closing Costs.

6.5.1 City shall pay the premium for the Title Policy.

6.5.2 The City will pay the additional premiums required for any extended coverage or endorsements requested by the City.

6.5.3 Escrow fees will be split equally between the City and Seller.

6.5.4 Real property taxes and assessments and other items customarily prorated in Kootenai County, Idaho, will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Seller and the City.

6.5.5 Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction.

6.5.6 All other costs associated with the Transaction must be borne by the Parties in accordance with custom in Kootenai County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

6.5.7 Any liens to be paid by Seller at closing will be paid and/or removed of record at Seller's expense

6.5.8 The Escrow Agent will be committed to issuing the policy described in Section 5 upon recordation of the Closing documents.

6.5.9 Upon compliance with the Parties' closing instructions, the Escrow Agent will record the Warranty Deed and the Grant of Easement at the City's expense.

7. Seller's Representations and Warranties. Seller represents and warrants to the City that:

7.1 Authority. Seller has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.3 Title. Seller has fee title to the Property and Easement Property, subject to the Permitted Exceptions.

7.4 No Violations. Seller has not received notice of any violation regarding any applicable law, regulation, ordinance, requirement, covenant, condition, or restriction relating to the present use, occupancy, or condition of the Property from any person, authority or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed and grant described in Section 6.3.1 for a period of one (1) year.

8. City's Representations and Warranties. The City represents and warrants to Seller that:

8.1 Authority. The City has full power and authority to enter into this Agreement and complete the Transaction.

8.2 Binding Agreement. Upon the City's execution of this Agreement, this Agreement will be binding and enforceable against the City according to its terms, and upon the City's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against the City according to their terms.

8.3 Investigation of Property. The City has been or will be permitted access to the Property and will have inspected the Property prior to Closing. The City's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller, except those expressly set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form referred to in Section 5.6. The City agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form.

8.4 No Other Representations. The City hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty, or promise concerning the Property, whether oral or written, except as set forth in this Agreement and as set forth in the Seller's Property Disclosure Statement form referred to in Section 5.6.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by the City set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of one (1) year.

9. Real Estate Brokers.

Seller and the City warrant, each to the other, that they have not dealt with any broker, agent, or finder in connection with this transaction and pursuant to which any brokerage fee, commission, or similar compensation is owed, and each party will indemnify, defend, and hold harmless the other from and against any claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

Seller Roy Schons is a licensed real estate broker in the state of Idaho and Seller Daniel Treend is a licensed real estate agent in the state of Idaho and are disposing of their own interests in the real property described herein.

10. FIRPTA -- Tax Withholding at Closing. The Parties will fully comply with the federal Foreign Investment in Real Property Tax Act ("FIRPTA").

10.1 Seller's Affidavit. If Seller is not a "foreign person" under FIRPTA, at Closing Seller will sign an affidavit so stating.

10.2 Withholding. If Seller is a "foreign person" under FIRPTA, at Closing the Escrow Agent will withhold from the sale proceeds the appropriate tax amount and submit that amount and any required forms to the Internal Revenue Service.

10.3 Indemnity. Seller indemnifies and holds the City and Escrow Agent harmless from any liability, including attorneys' fees, related to Seller's taxes under FIRPTA or otherwise. This indemnity provision shall survive the closing of this Transaction.

11. Risk of Loss. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property before Closing, the City may terminate this Agreement. If the City waives any material loss or damage to or condemnation of the Property and proceeds to consummate the Transaction, or in the event of an immaterial loss, damage or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to the City the amount of any insurance or condemnation proceeds attributable to the Property that have been received by Seller and assign to the City as of Closing all rights or claims to proceeds payable thereafter.

12. Remedies.

12.1 The City's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from the City, the City may, as the City's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 13; or (ii) bring an appropriate action for specific performance of this Agreement.

12.2 Seller's Remedies. If the City fails to perform any of the City's obligations under this Agreement and that failure continues for five (5) days after the City's receipt of written notice from Seller, as Seller's remedies for the City's failure, either: (i) terminate this Agreement in accordance with Section 13; (ii) bring an appropriate action for specific performance of this Agreement; (iii) bring an appropriate action for any damages incurred by Seller as a result of such failure; or (iv) pursue any other remedies available to Seller under this Agreement, at law or in equity.

13. Termination. If the City or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon proper termination by a party, Escrow Agent shall disburse any money deposit(s) and return all documents deposited in the Escrow to the party who supplied the monies or documents. Upon delivery of such money and documents, this Agreement and the Escrow will be terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

14. Attorneys' Fees. If there is any litigation or other action by any party to enforce or interpret any provisions of or rights arising under this Agreement, the prevailing party shall pay to the other party all costs and expenses, including reasonable attorneys' fees and costs, that the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law.

15. Notices. Any notice given in connection with this Agreement must be in writing and must be given by personal delivery, established national overnight delivery service, confirmed facsimile or United States certified or registered mail with postage prepaid, addressed to Seller or the City at the following addresses (or at another address as Seller or the City or the person receiving copies may designate in writing):

Seller: Dan Treend
PO Box 72
Post Falls, ID 83877

The City: City of Post Falls
C/O City Clerk
408 N. Spokane Street
Post Falls, ID 83854
(208) 773-3511

Escrow Agent: North Idaho Title
601 E. Front Ave, Suite 204

Notice will be deemed given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or the City must be given to Escrow Agent.

16. Escrow Cancellation Charges. If the Escrow fails to close because of the City's default, the City will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, Seller will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or the City, any such cancellation charges by Escrow Agent shall be divided equally between Seller and the City.

17. Additional Acts. The Parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

18. Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

19. Waiver. The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

20. Survival. All the covenants, agreements, representations, and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.

21. Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or portable document format (.pdf), either of which will be effective as an original. At either party's request, or at the Escrow Agent's request, the Parties will confirm facsimile- or pdf-transmitted signatures by signing an original document.

22. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if the City assigns its rights under this Agreement, the City shall remain primarily liable for the performance of all the City's obligations under this Agreement.

23. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by the City and Seller.

- 24. Construction.** This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and the City waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.
- 25. Headings.** The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
- 26. No Third Party Beneficiary.** No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation, or entity has any right or cause of action under this Agreement.
- 27. Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is severable from all other provisions of this Agreement.
- 28. Time of Essence.** Time is of the essence in the performance of this Agreement.
- 29. Incorporation by Reference.** All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.
- 30. Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

DANIEL S. TREEND



Date Executed: 7/30/24

ROY N. SCHONS



Date Executed: 7-30-24

CITY OF POST FALLS:

Ronald G. Jacobsen Mayor

Date Executed: _____

ATTEST:

Shannon Howard, City Clerk

This Purchase and Sale Agreement is acknowledged and accepted by Escrow Agent. Escrow Agent agrees to act as the "real estate reporting person" for the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all required forms and returns.

ESCROW AGENT:

By _____

Name _____

Its _____

EXHIBIT A

TRANSFER PARCEL DESCRIPTION

That portion of the southwest quarter of the northeast quarter of Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said Parcel, South $11^{\circ} 57' 55''$ East a distance of 78.69 feet to a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista";

Thence along said West line, South $03^{\circ} 38' 48''$ West a distance of 103.75 feet to a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista" marking the southwest corner of said Parcel;

Thence South $88^{\circ} 12' 52''$ West a distance of 25.69 feet to the West line of said northeast quarter;

Thence along said West line, North $01^{\circ} 08' 20''$ East a distance of 177.82 feet to an intersection with the southwesterly extension of the North line of said Parcel;

Thence along said southwesterly extension North $74^{\circ} 06' 54''$ East a distance of 12.92 feet;
POINT OF BEGINNING.

Containing 4,519 square feet or 0.104 acres, more or less.



Digitally signed
by Michael L
Hathaway
Date:
2023.11.10
08:02:16-08'00'

EXHIBIT B

WATERLINE EASEMENT DESCRIPTION

Those portions of the southwest quarter of the northeast quarter of Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

SEGMENT 1

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet;

Thence North 78°52'57" East, a distance of 20.99 feet;

Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel, said point being the **BEGINNING** of said centerline:

Thence continuing North 33°13'58" East, a distance of 9.80 feet;

Thence North 11°13'04" West, a distance of 121.94 feet;

Thence North 44°52'13" West, a distance of 55.86 feet;

Thence North 01°05'10" East, a distance of 79.30 feet to the South right of way of the abandoned Chicago Milwaukee and St. Paul Railway Company and the **END** of said centerline.

Sidelines to be extended or trimmed to intersect the South line of said abandoned right of way on the North and the North line of said parcel on the South.

SEGMENT 2

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet;

Thence North 78°52'57" East, a distance of 20.99 feet;

Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel;

Thence continuing North 33°13'58" East, a distance of 9.80 feet;

Thence North $11^{\circ}13'04''$ West, a distance of 20.18 feet to the **BEGINNING** of said centerline:

Thence South $78^{\circ}46'56''$ West, a distance of 37.06 feet to the **END** of said centerline.

Containing 4,762 square feet or 0.109 acres, more or less.



Digitally signed
by Michael L
Hathaway
Date:
2024.01.04
13:38:47-08'00'

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

WARRANTY DEED

For value received [insert name of grantor] ("Grantor"), conveys, grants, bargains, and sells to [insert name of grantee], ("Grantee"), whose address is [insert Grantee's address] and [his, her, their, its] successors and assigns forever, the following described real property situated in [insert county] County, State of Idaho:

[insert correct legal description]

SUBJECT TO taxes and assessments for the year [insert year] and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this ____ day of _____, 20____.

[Grantor's Name]

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 20____, before me _____,
personally appeared _____, known or identified to me to be the person
whose name is subscribed to the within instrument, and acknowledged to me that [he/she/they]
executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

EXHIBIT "D"
GRANT OF EASEMENT
Schons/Treend
1420 West Lundy Blvd.

KNOW ALL MEN BY THESE PRESENTS that, **Roy N. Schons and Daniel S. Treend**; herein after termed "Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do 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, a perpetual non-exclusive easement for the construction, improvement, operation and maintenance of public waterlines and utilities over, under, upon and across the following described property:

Those portions of the southwest quarter of the northeast quarter of Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

SEGMENT 1

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet;

Thence North 78°52'57" East, a distance of 20.99 feet;

Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel, said point being the **BEGINNING** of said centerline:

Thence continuing North 33°13'58" East, a distance of 9.80 feet;

Thence North 11°13'04" West, a distance of 121.94 feet;

Thence North 44°52'13" West, a distance of 55.86 feet;

Thence North 01°05'10" East, a distance of 79.30 feet to the South right of way of the abandoned Chicago Milwaukee and St. Paul Railway Company and the **END** of said centerline.

Sidelines to be extended or trimmed to intersect the South line of said abandoned right of way on the North and the North line of said parcel on the South.

SEGMENT 2

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet;

Thence North 78°52'57" East, a distance of 20.99 feet;

Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel;

Thence continuing North 33°13'58" East, a distance of 9.80 feet;

Thence North 11°13'04" West, a distance of 20.18 feet to the **BEGINNING** of said centerline;

Thence South 78°46'56" West, a distance of 37.06 feet to the **END** of said centerline.

Containing 4,762 square feet or 0.109 acres, more or less.

As further depicted in the attached **Exhibit**.

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

This Grant of Easement is subject to the following terms and conditions:

1. When in the process of performing any work in this easement area, Grantee shall use construction procedures so that Grantor's access to its property is not blocked.

2. Upon completion of any work undertaken by Grantee or its agents within the property covered by this easement area, Grantee will restore the surface area of the easement area, as nearly as is practicable, to the condition it was in immediately before commencement of the work. Grantee will also require, as a condition of any necessary permit, that upon completion of any work by any third party with the easement area, that the third party restore the surface area of the easement area, as nearly as is practicable, to the condition it was in immediately before commencement of the work.

3. Grantor shall retain the right to use the surface of the easement area, including installing fencing and landscaping, as long as such use does not interfere with the easement rights granted to the Grantee. In the event fixtures, including fencing or landscaping, installed by the Grantor must be removed to complete work in the easement area, they shall be removed and replaced at the Grantor's expense.

In witness whereof, Grantor and Grantee have caused this instrument to be executed this ____ day of _____, 2024.

GRANTEE:

City of Post Falls

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR:

Roy N. Schons

GRANTOR:

Daniel S. Treend

ACKNOWLEDGEMENTS

STATE OF IDAHO)

: ss

County of Kootenai)

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

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

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

STATE OF IDAHO)
 :SS
County of Kootenai)

This record was acknowledged before me on _____ by Roy N. Schons.

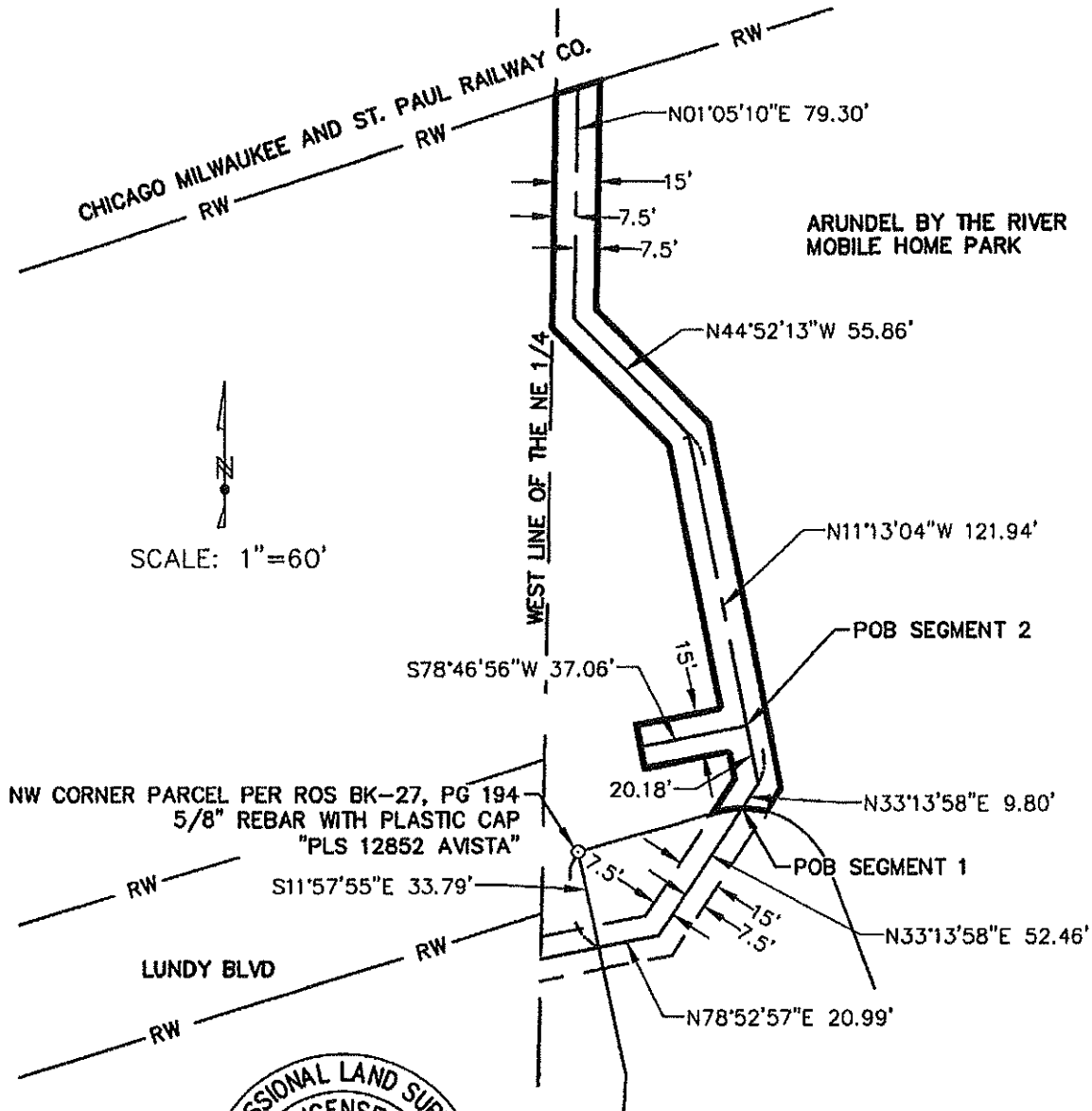
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 :SS
County of Kootenai)

This record was acknowledged before me on _____ by Daniel S. Treend.

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

EXHIBIT
WATERLINE EASEMENT
SW 1/4, NE 1/4, SECTION 4, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



Digitally signed by
Michael L
Hathaway
Date: 2024.01.04
13:39:09-08'00'

WELCH-COMER
ENGINEERS & SURVEYORS

www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT
WATERLINE EASEMENT

PROJECT NO.: 41354.13
DESIGNED BY: MLH
DRAWN BY: FVR
DWG NAME: 41354.13EX01
DATE: 10/09/23
SHEET NO: 1

Lundy Boulevard Property and Easement Purchases

Jaxon Fleshman
Projects Manager, Public Works

August 20, 2024



Summary

- Staff are recommending the purchase of two easements and one piece of property to facilitate installation of a new water line.

Outline

- Background/History
- Easements
- Property Purchase
- Next Steps and Timeline
- Recommendation and Questions

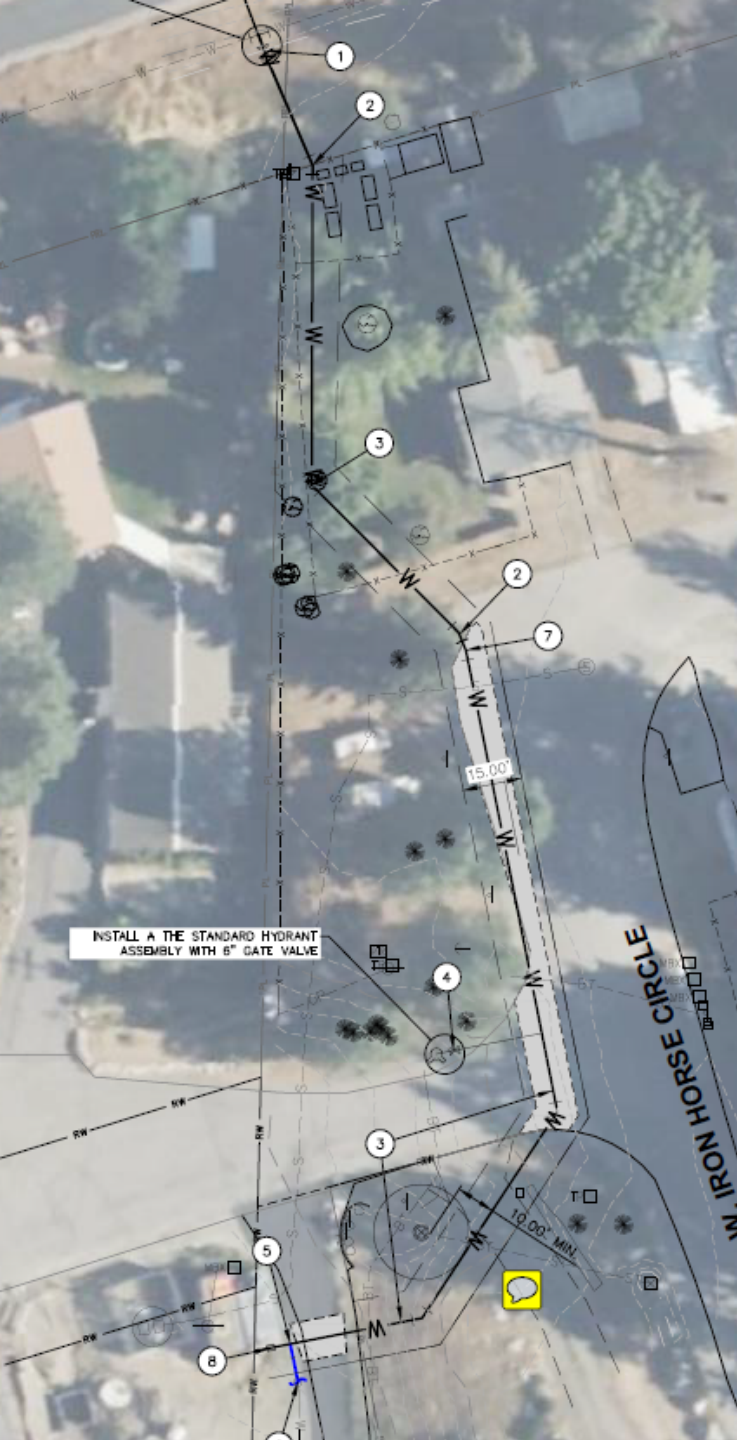
Background/History

- 2021 Outfall Project
- Agreement to provide water
- Easement/Property Negotiations

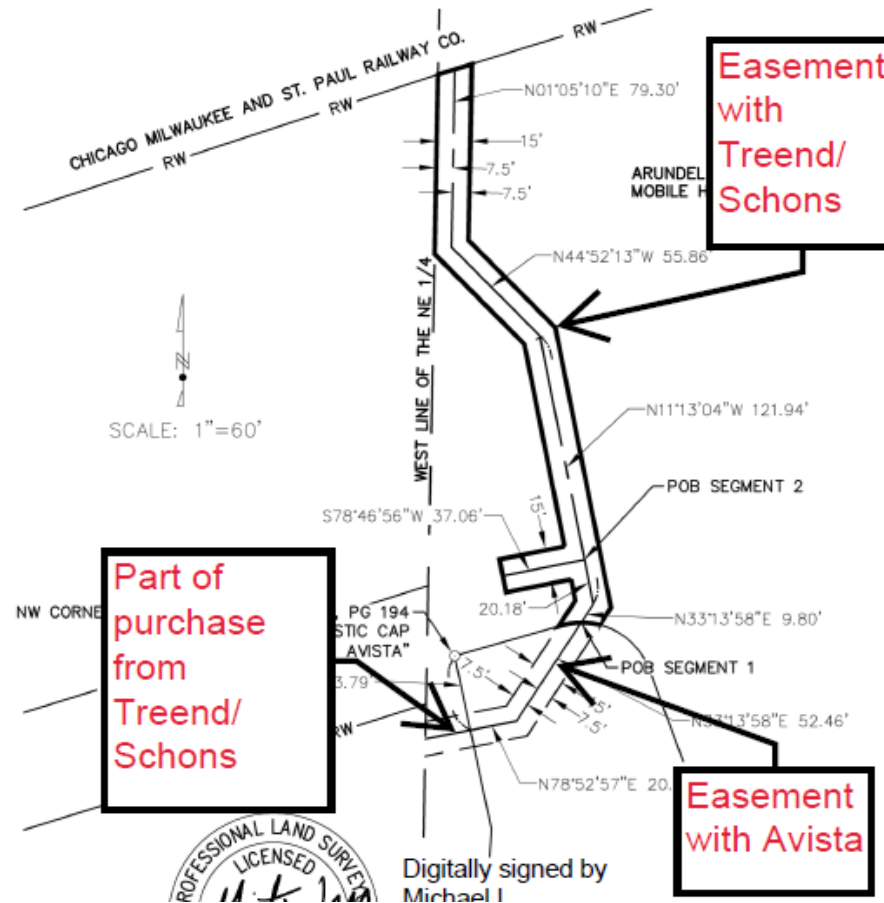


Waterline Plans

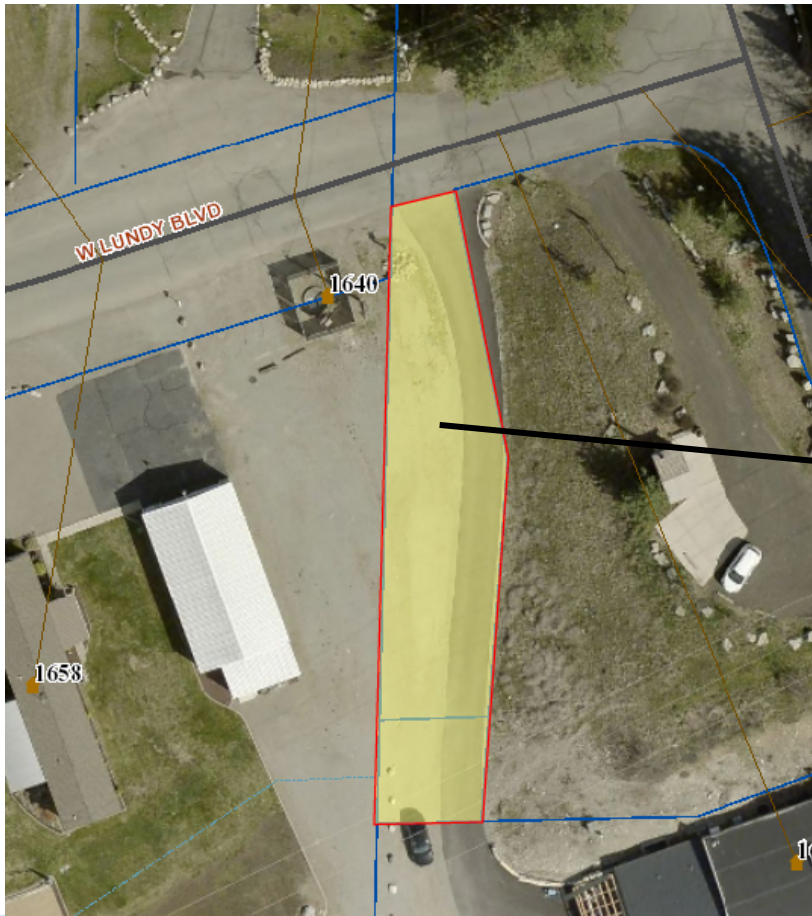
- From Centennial Trail to Lundy Blvd.
- Crosses 3 parcels
- Propose 2 easements and 1 purchase



Easements



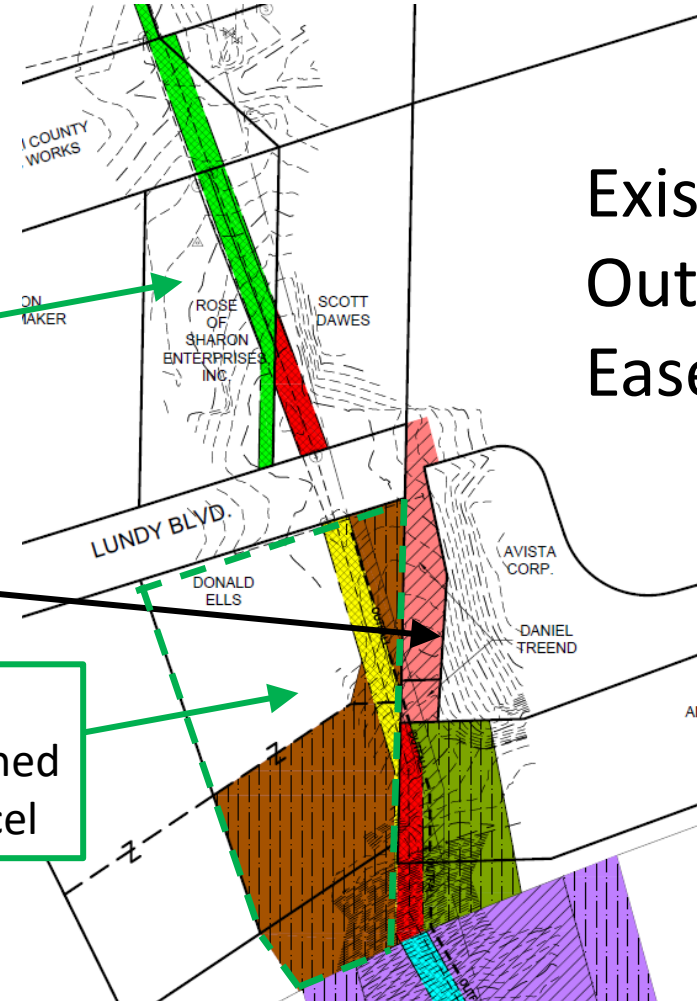
Property Purchase



City
Owned
Parcel
(Pending)

City
Owned
Parcel

Existing
Outfall
Easements



Recommendations

- Purchase Easements to facilitate waterline
 - Fulfill contract obligations
- Purchase Property for future use
 - Lift station work
 - Recycled water line

Questions



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Purchase and Sale Agreement with Avista, Lundy Easement

ITEM AND RECOMMENDED ACTION:

Staff request city council approval of an easement purchase with Avista Utilities to install a new water line. Council approval will authorize the mayor to sign the memorandum of agreement and related documents.

DISCUSSION:

As part of an agreement stemming from construction of the City's new wastewater outfall in 2021, the City has agreed to provide water service to two residences located at the end of Lundy Boulevard. To accomplish this work, easements are needed to connect the water main from its present location on the Centennial Trail. An easement has been negotiated with the underlying property owners to provide this easement. A significant portion of the cost for this easement is to reimburse Avista for time spent obtaining the proper clearances through their regulators, as this site is a part of their Post Falls Dam hydroelectric project.

The easement and property purchase are shown on the attached map.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The cost of both the easement and property purchase is \$6,849.75. Funding will come from the Water Reclamation Outfall Upgrade budget, as this work is a direct impact of that construction effort.

BUDGET CODE:

651-463.6505.95520

ATTACHMENTS:

1. FINAL - Easement Agreement City of Post Falls_Lundy
2. 2024.08.16 MOA Post Falls Lundy Blvd
3. Waterline Path Map

NONEXCLUSIVE EASEMENT AGREEMENT

This Nonexclusive Easement Agreement (“Agreement”) is made this ____ day of January 2024 (the “Effective Date”) by AVISTA CORPORATION (hereinafter “Grantor” or “Avista”), and THE CITY OF POST FALLS, a political subdivision of the State of Idaho (“Grantee”).

WHEREAS, the Grantor is the owner of real property located in the City of Post Falls located at Lundy Blvd parcel number P00000041550 and legally described on the attached Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, the Easement over the Property described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor does hereby grant, convey, and deliver unto Grantee, a nonexclusive easement as hereinafter described (the “Easement”):

1. Grantor hereby grants the Easement for the sole purpose of Grantee constructing, reconstructing, maintaining, and operating a 6-inch water main line located on the Property, as legally described and approximately depicted on Exhibit B, attached hereto and incorporated herein by this reference (collectively the “Easement Area”) upon the terms and conditions described in this Agreement. Prior to commencing construction or reconstruction of any improvements within the Easement Area, Grantee shall obtain Avista’s written approval of the construction or design plans. Grantee shall not use the Easement for any other purpose.

2. The Easement shall be perpetual and non-exclusive.

3. Grantor and its successors or assigns shall be permitted to enter and inspect the Easement Area at all reasonable times. Throughout the term of this Agreement, Grantee shall take good care of the Easement Area. Grantee shall be solely responsible for costs necessary to make any repairs to the Easement Area or the Property caused by Grantee’s use of the Property. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement. Grantee shall not take or suffer any action which impairs or interferes with the safety, security, integrity or operations of the facilities of Grantor. Grantee shall coordinate all activities undertaken upon the Property with Grantor as reasonably practical, prior to entry upon the Property, including the finalization of the exact location of the proposed use. If Grantor is required to perform maintenance, construction or repair work on Grantor’s facilities as a result of the actions or omissions of Grantee, or its contractors, invitees, agents, representatives, or employees, or as result of Grantee’s failure to comply with the terms of this Agreement, then Grantee shall, within twenty (20) calendar days of demand, reimburse Grantor for the costs and expenses of such maintenance, construction or repair work.

4. All activities of Grantee, and its contractors, invitees, agents, representatives, or employees upon the Property shall be at Grantee's sole risk and expense and must be in compliance with all applicable federal laws and regulations, and all applicable state and local laws and regulations, safety and health laws and regulations. Further, Grantee shall abide by all terms and conditions of all permits, easements and other agreements, which affect the Property. In any situation where any law or regulation is in conflict with any other law or regulation, the most stringent requirements shall control.

5. Grantor reserves the right to grant to others additional easement rights over the Easement Area, for the installation of maintenance of gas, electric power, cable, telephone structures, etc., so long as such grants do not materially interfere with or impede the use of the Easement by Grantee.

6. Grantee agrees to promptly consider and adjudicate any and all claims which may arise out of the use of Grantor's property by the Grantee, duly authorized representatives, or contractors of Grantee, and to pay for any damage or injury as may be required by State law. Grantee shall be responsible only for the acts, omissions or negligence of Grantee's own employees and agents. Any adjudication will be pursued under the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. If a claim or damage is not covered by the Grantee's insurance or other coverage, the Grantee shall pay the costs arising from such claim or damage to the extent funds are legally available therefor.

7. Grantee shall secure and maintain at all times a policy of Comprehensive General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent in an amount of not less than \$2,000,000 per occurrence of bodily injury and property damage combined.

8. Grantee, on behalf of itself and its contractors, invitees, agents, representatives, or employees assumes the sole risk of loss, damage, or injury, including death, which may result from the use of or presence upon the Property by Grantee and/or its invitees.

9. Grantee expressly acknowledges and agrees that Grantor is merely providing access per Grantee's request, for the sole and limited purpose set forth herein, and that Grantor have made no representations to Grantee in connection with any condition, contamination or substances that may exist on, near, about or under the Property. Grantee expressly releases Grantor from and accepts all risks, known or unknown, of entering the Property, performing any activities thereon, and that may be found to exist from any condition, contamination or substances on, near, about or under the Property.

10. This Easement Agreement and the rights and obligations are binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs or transferees of any kind.

11. In no event shall Grantor be liable to Grantee or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related to this Agreement howsoever caused, whether or not arising from the sole, joint or concurrent negligence of Grantor. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AVISTA BE LIABLE TO Grantee FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

12. The Easement granted hereby is personal to Grantee.

13. Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.

Notice address for Grantor:

Avista Corporation

Attn: _____

Email: _____

With copy to:

Avista Corporation

Attn: Legal Department

1411 E. Mission Avenue, MSC-10

Spokane, WA 99202

Email: greg.hesler@avistacorp.com

Notice address for Grantee:

Email: _____

Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

14. This Agreement and the Easement granted herein are subject and subordinate to all regulations, license requirements (including FERC licenses) and leases affecting the Property, and to all mortgages which may now or hereafter affect such leases, the Property, or the real property.

15. Miscellaneous.

- a. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Kootenai County is the proper venue.
- c. **Section Headings.** The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.
- d. **Attachment and Exhibits.** All attachments and exhibits to this Agreement are hereby made a part hereof as if fully set out herein.
- e. **Severability.** If any provision or provisions in this Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.
- f. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

SIGNATURE PAGE AND NOTARY FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:
Avista Corporation

GRANTEE:
CITY OF POST FALLS

By: TED HERMANN

By: _____

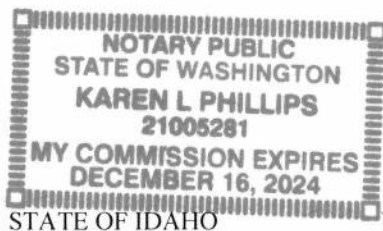
Its: Real Estate Manager.

Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that TED HERMANN is the person who appeared before me and they acknowledged that they signed the document, on oath stated to sign it and acknowledged it as Real Estate MGR. of Avista Corporation a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: 3/28/2024



STATE OF IDAHO)
) ss.
County of Kootenai)

Karen L Phillips

Karen L Phillips

Notary Public in and for the State of Washington, residing at
Spokane

My appointment expires 12/18/2024

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and they acknowledged that they signed the document, on oath stated to sign it and acknowledged it as _____, of City of Post Falls, a political subdivision of the State of Idaho, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Idaho, residing at Post Falls
My appointment expires _____

EXHIBIT A

Legal Description of the Property

A portion of Government Lot 7, Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, better described as follows:

COMMENCING AT a point on the Southerly right of way line of Chicago Milwaukee and St. Paul Railway, said point being North 72°05'26" East, a distance of 877.93 feet from the intersection of said South right of way line with the West line of said Government Lot 7;

Thence South 36°28'35" East, a distance of 270.89 feet to a point on the Northerly line of the right of way of the Spokane Valley Land & Water Company as recorded in Books 25 and 26 at Pages 598 and 457, respectively, Kootenai County records;

Thence along said Northerly right of way line South 63°48'53" West, a distance of 98.03 feet (Instrument Number 1381187 South 63°51'23" West, 98.01 feet);

Thence continuing along said Northerly right of way line South 51°07'33" West, a distance of 302.47 feet (Instrument Number 1381187 South 51°10'03" West, 302.47 feet);

Thence continuing along said Northerly right of way line South 73°12'23" West (Instrument Number 1381187 South 73°14'53" West), a distance of 118.76 feet to a found 1/2 " rebar with yellow cap marked PLS 4182 and THE POINT OF BEGINNING.

Thence South 00°19'15" West, a distance of 132.23 feet to the ordinary high-water mark on the North bank of Spokane river;

Thence along said ordinary high water mark South 77°23'30" West, a distance of 34.41 feet;

Thence South 76°31'54" West. A distance of 68.18 feet;

Thence South 71°52'30" West, a distance of 56.17 feet;

Thence North 70°04'17" West, a distance of 14.13 feet;

Thence South 75°44'59" West, a distance of 46.43 feet;

Thence South 57°56'54" West, a distance of 36.27 feet;

Thence South 83°22'23" West, a distance of 27.79 feet;

Thence leaving said ordinary high water mark North 00°10'45" East (Instrument Number 1381187 North), a distance of 24.43 feet to a found 1/2 " rebar with yellow cap marked PLS 4182;

Thence continuing North $00^{\circ}10'45''$ East(Instrument Number 1381187 North, Instrument Number 1718274 South $0^{\circ}11'18''$ West), a distance of 107.30 feet(Instrument Number 1718274 107.34 feet)

Thence South $68^{\circ}52'48''$ West, a distance of 281.52 feet (Instrument Number 1718274 North $68^{\circ}52'48''$ East 281.52 feet);

Thence South $87^{\circ}21'14''$ West(Instrument Number 1718274 North $87^{\circ}12'43''$ East), a distance of 62.32 feet;

Thence North $02^{\circ}47'10''$ East, a distance of 103.92 feet;

Thence North $12^{\circ}43'04''$ West, a distance of 78.82 feet;

Thence North $73^{\circ}10'01''$ East, a distance of 49.91 feet;

Thence in a Southeasterly direction with a tangent curve turning to the right with a radius of 31.95 feet, having a chord bearing of South $64^{\circ}00'51''$ East and a chord distance of 43.43 feet, having a central angle of $85^{\circ}38'16''$ and an arc length of 47.75 feet;

Thence South $19^{\circ}17'27''$ East, a distance of 43.76 feet;

Thence in a Southeasterly direction with a tangent curve turning to the left with a radius of 62.66 feet, having a chord bearing of South $63^{\circ}00'50''$ East and a chord distance of 86.62 feet, having a central angle of $87^{\circ}26'48''$ and an arc length of 95.64 feet;

Thence North $73^{\circ}15'46''$ East , a distance of 155.15 feet;

Thence North $55^{\circ}34'32''$ East, a distance of 63.49 feet;

Thence North $65^{\circ}40'18''$ East, a distance of 49.01 feet;

Thence South $67^{\circ}52'04''$ East, a distance of 13.45 feet to a found 1/2" rebar with yellow cap marked PLS 4182;

Thence North $73^{\circ}11'46''$ East (Instrument Number 1381187 South $73^{\circ}14'53''$ West, Instrument Number 1718274 North $73^{\circ}12'23''$ West), a distance of 115.99 feet (Instrument Number 1718274 115.99 feet) to THE TRUE POINT OF BEGINNING.

Containing 1.769 acres more or less.

EXHIBIT B

Legal Description and Depiction of the Easement Area

Legal Description of the Easement Area

That portion of the southwest quarter of the northeast quarter of Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet to the **BEGINNING** of said centerline:

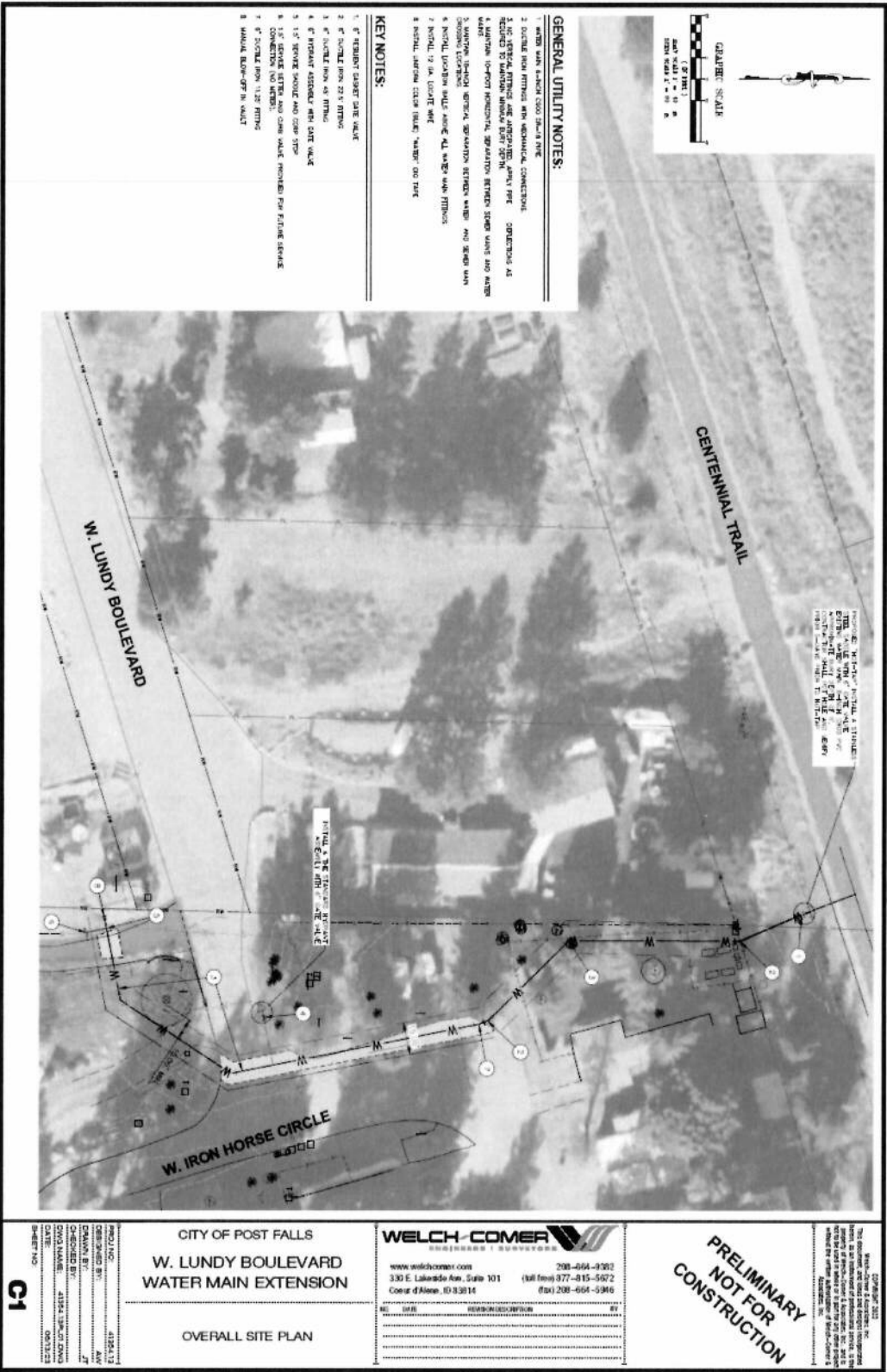
Thence North 78°52'57" East, a distance of 20.99 feet;

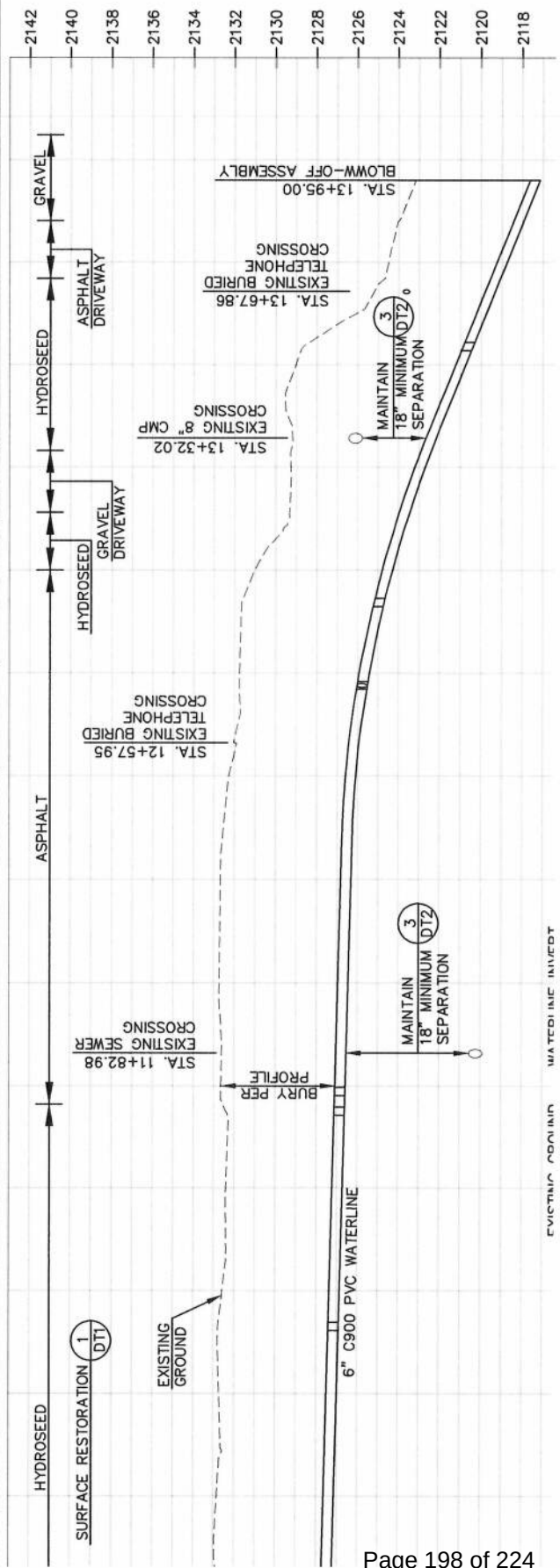
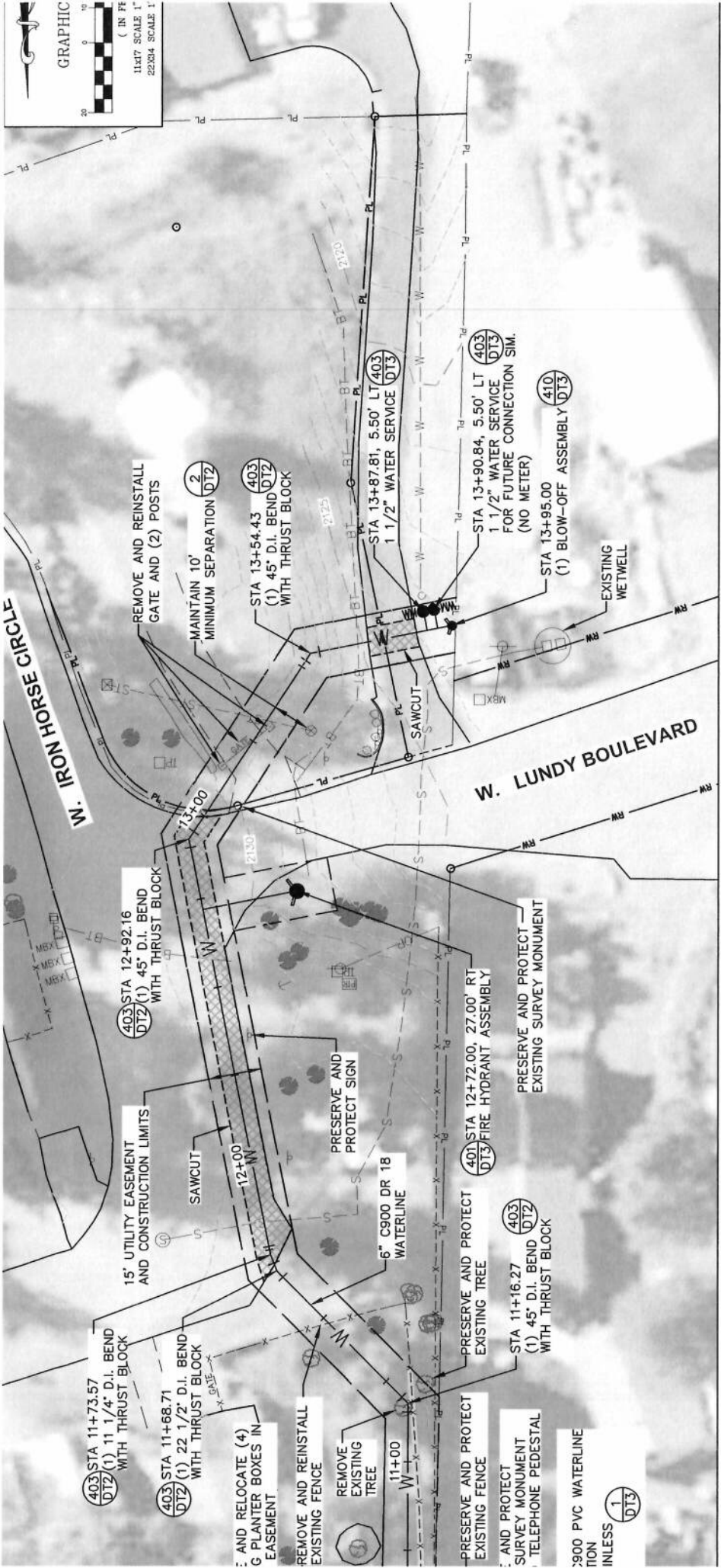
Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel and the **END** of said centerline.

Sidelines to be extended or trimmed to intersect the North and West lines of said parcel.

Containing 1,094 square feet or 0.025 acres, more or less.

**Depiction of the Easement Area
(See next page)**





MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between **THE CITY OF POST FALLS**, a political subdivision of the State of Idaho (“Post Falls”), and **AVISTA CORPORATION**, a Washington corporation (“Avista”) together with their respective affiliates, assigns, predecessors or successors in interest, employees, attorneys, representatives, shareholders, members, officers and directors.

1. Recitals

- 1.1 WHEREAS, Post Falls desires to purchase from Avista an easement in the form of Exhibit 1 (the “Easement”) for the purpose of constructing, reconstructing, maintaining, and operating a 6-inch water main line upon Avista’s real property; and
- 1.2 WHEREAS, Avista desires to sell to Post Falls the Easement upon the terms and conditions stated herein.

2. Payment. Post Falls and Avista agree as follows:

2.1 Contemporaneous with execution of this Agreement, Post Falls shall deliver to Avista payment in the amount of Six Thousand Eight Hundred Forty Nine and 75/100 DOLLARS (\$6,849.75) (the “Payment”) together with an executed original of the Easement.

2.2 In consideration of the Payment, Avista shall, upon receipt of the Payment and the executed Easement from Post Falls, execute and record the Easement. After recording, Avista shall deliver a recorded copy of the Easement to Post Falls.

3. **Joint Effort.** The preparation of this Agreement has been a joint effort of Post Falls and Avista, and the resulting documents shall not be construed more severely against either party.

4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Post Falls and Avista and their respective legal representatives, successors, or assigns.

5. **No Waiver.** Any failure by either of the parties to enforce any of the provisions of this Agreement or to require at any time performance by any other party of any of the provisions hereof during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof and shall not be deemed a waiver of the rights of any party hereinafter to enforce any and each such provision.

6. **Authority.** Each person signing this Agreement represents and warrants that they have the legal right, status and authority to enter into this Agreement.

7. **Free and Voluntary Agreement.** The parties acknowledge that each has been fully advised by legal counsel concerning the language and legal effect of this Agreement and knowingly enters into this Agreement freely and without coercion of any kind.

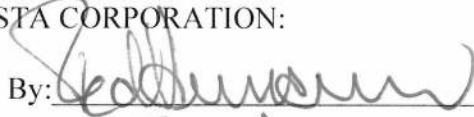
8. Execution by Counterpart and Electronic Signatures. Post Falls and Avista agree that this Agreement may be executed separately or independently in any number of counterparts each of which together shall be deemed to have been executed simultaneously and for purposes of this Agreement. Signature of a digital or electronic copy of this Agreement and transmission of a signature by electronic means, shall bind the signing party to the same degree as delivery of a signed original.

9. Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be interpreted and enforced according to the laws of the State of Idaho. Post Falls and Avista agree to submit to the jurisdiction and venue of the Kootenai County, Idaho District Court in connection with the enforcement of this Agreement. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including expert costs and fees.

10. Entire Agreement. This Agreement constitutes the entire agreement between Post Falls and Avista concerning the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties. Neither Post Falls nor Avista are entering into the Agreement in reliance on any oral or written promises, inducements, representations, understandings, nor agreements other than those contained in this Agreement.

12. Effective Date. The effective date of this Agreement is March _____, 2024.

AVISTA CORPORATION:

By: 

Name: TED Hermann

Title: Real Estate manager

POST FALLS:

By: _____

Name: _____

Title: _____

EXHIBIT 1

NONEXCLUSIVE EASEMENT AGREEMENT

This Nonexclusive Easement Agreement (“Agreement”) is made this ____ day of January 2024 (the “Effective Date”) by AVISTA CORPORATION (hereinafter “Grantor” or “Avista”), and THE CITY OF POST FALLS, a political subdivision of the State of Idaho (“Grantee”).

WHEREAS, the Grantor is the owner of real property located in the City of Post Falls located at Lundy Blvd parcel number P00000041550 and legally described on the attached Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, the Easement over the Property described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor does hereby grant, convey, and deliver unto Grantee, a nonexclusive easement as hereinafter described (the “Easement”):

1. Grantor hereby grants the Easement for the sole purpose of Grantee constructing, reconstructing, maintaining, and operating a 6-inch water main line located on the Property, as legally described and approximately depicted on Exhibit B, attached hereto and incorporated herein by this reference (collectively the “Easement Area”) upon the terms and conditions described in this Agreement. Prior to commencing construction or reconstruction of any improvements within the Easement Area, Grantee shall obtain Avista’s written approval of the construction or design plans. Grantee shall not use the Easement for any other purpose.

2. The Easement shall be perpetual and non-exclusive.

3. Grantor and its successors or assigns shall be permitted to enter and inspect the Easement Area at all reasonable times. Throughout the term of this Agreement, Grantee shall take good care of the Easement Area. Grantee shall be solely responsible for costs necessary to make any repairs to the Easement Area or the Property caused by Grantee’s use of the Property. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement. Grantee shall not take or suffer any action which impairs or interferes with the safety, security, integrity or operations of the facilities of Grantor. Grantee shall coordinate all activities undertaken upon the Property with Grantor as reasonably practical, prior to entry upon the Property, including the finalization of the exact location of the proposed use. If Grantor is required to perform maintenance, construction or repair work on Grantor’s facilities as a result of the actions or omissions of Grantee, or its contractors, invitees, agents, representatives, or employees, or as result of Grantee’s failure to comply with the terms of this Agreement, then Grantee shall, within twenty (20) calendar days of demand, reimburse Grantor for the costs and expenses of such maintenance, construction or repair work.

4. All activities of Grantee, and its contractors, invitees, agents, representatives, or employees upon the Property shall be at Grantee's sole risk and expense and must be in compliance with all applicable federal laws and regulations, and all applicable state and local laws and regulations, safety and health laws and regulations. Further, Grantee shall abide by all terms and conditions of all permits, easements and other agreements, which affect the Property. In any situation where any law or regulation is in conflict with any other law or regulation, the most stringent requirements shall control.

5. Grantor reserves the right to grant to others additional easement rights over the Easement Area, for the installation of maintenance of gas, electric power, cable, telephone structures, etc., so long as such grants do not materially interfere with or impede the use of the Easement by Grantee.

6. Grantee agrees to promptly consider and adjudicate any and all claims which may arise out of the use of Grantor's property by the Grantee, duly authorized representatives, or contractors of Grantee, and to pay for any damage or injury as may be required by State law. Grantee shall be responsible only for the acts, omissions or negligence of Grantee's own employees and agents. Any adjudication will be pursued under the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. If a claim or damage is not covered by the Grantee's insurance or other coverage, the Grantee shall pay the costs arising from such claim or damage to the extent funds are legally available therefor.

7. Grantee shall secure and maintain at all times a policy of Comprehensive General Liability insurance utilizing an Insurance Services Office standard form with Broad Form General Liability Endorsement, or equivalent in an amount of not less than \$2,000,000 per occurrence of bodily injury and property damage combined.

8. Grantee, on behalf of itself and its contractors, invitees, agents, representatives, or employees assumes the sole risk of loss, damage, or injury, including death, which may result from the use of or presence upon the Property by Grantee and/or its invitees.

9. Grantee expressly acknowledges and agrees that Grantor is merely providing access per Grantee's request, for the sole and limited purpose set forth herein, and that Grantor have made no representations to Grantee in connection with any condition, contamination or substances that may exist on, near, about or under the Property. Grantee expressly releases Grantor from and accepts all risks, known or unknown, of entering the Property, performing any activities thereon, and that may be found to exist from any condition, contamination or substances on, near, about or under the Property.

10. This Easement Agreement and the rights and obligations are binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs or transferees of any kind.

11. In no event shall Grantor be liable to Grantee or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related to this Agreement howsoever caused, whether or not arising from the sole, joint or concurrent negligence of Grantor. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL AVISTA BE LIABLE TO Grantee FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

12. The Easement granted hereby is personal to Grantee.

13. Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage prepaid); or (iv) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.

Notice address for Grantor:

Avista Corporation

Attn: _____

Email: _____

With copy to:

Avista Corporation

Attn: Legal Department

1411 E. Mission Avenue, MSC-10

Spokane, WA 99202

Email: greg.hesler@avistacorp.com

Notice address for Grantee:

Email: _____

Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

14. This Agreement and the Easement granted herein are subject and subordinate to all regulations, license requirements (including FERC licenses) and leases affecting the Property, and to all mortgages which may now or hereafter affect such leases, the Property, or the real property.

15. Miscellaneous.

- a. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Kootenai County is the proper venue.
- c. **Section Headings.** The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.
- d. **Attachment and Exhibits.** All attachments and exhibits to this Agreement are hereby made a part hereof as if fully set out herein.
- e. **Severability.** If any provision or provisions in this Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.
- f. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

SIGNATURE PAGE AND NOTARY FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:
Avista Corporation

GRANTEE:
CITY OF POST FALLS

By: TED Hermann

By: _____

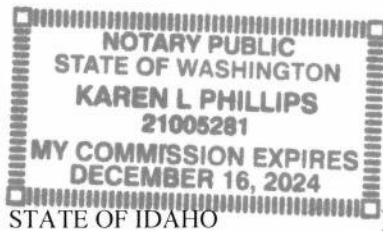
Its: Real Estate Manager.

Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that TED HERMANN is the person who appeared before me and they acknowledged that they signed the document, on oath stated to sign it and acknowledged it as Real Estate MGR. of Avista Corporation a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: 3/28/2024



STATE OF IDAHO)
) ss.
County of Kootenai)

Karen L Phillips

Karen L Phillips

Notary Public in and for the State of Washington, residing at
Spokane

My appointment expires 12/18/2024

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and they acknowledged that they signed the document, on oath stated to sign it and acknowledged it as _____, of City of Post Falls, a political subdivision of the State of Idaho, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Idaho, residing at Post Falls
My appointment expires _____

EXHIBIT A

Legal Description of the Property

A portion of Government Lot 7, Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, better described as follows:

COMMENCING AT a point on the Southerly right of way line of Chicago Milwaukee and St. Paul Railway, said point being North 72°05'26" East, a distance of 877.93 feet from the intersection of said South right of way line with the West line of said Government Lot 7;

Thence South 36°28'35" East, a distance of 270.89 feet to a point on the Northerly line of the right of way of the Spokane Valley Land & Water Company as recorded in Books 25 and 26 at Pages 598 and 457, respectively, Kootenai County records;

Thence along said Northerly right of way line South 63°48'53" West, a distance of 98.03 feet (Instrument Number 1381187 South 63°51'23" West, 98.01 feet);

Thence continuing along said Northerly right of way line South 51°07'33" West, a distance of 302.47 feet (Instrument Number 1381187 South 51°10'03" West, 302.47 feet);

Thence continuing along said Northerly right of way line South 73°12'23" West (Instrument Number 1381187 South 73°14'53" West), a distance of 118.76 feet to a found 1/2 " rebar with yellow cap marked PLS 4182 and THE POINT OF BEGINNING.

Thence South 00°19'15" West, a distance of 132.23 feet to the ordinary high-water mark on the North bank of Spokane river;

Thence along said ordinary high water mark South 77°23'30" West, a distance of 34.41 feet;

Thence South 76°31'54" West. A distance of 68.18 feet;

Thence South 71°52'30" West, a distance of 56.17 feet;

Thence North 70°04'17" West, a distance of 14.13 feet;

Thence South 75°44'59" West, a distance of 46.43 feet;

Thence South 57°56'54" West, a distance of 36.27 feet;

Thence South 83°22'23" West, a distance of 27.79 feet;

Thence leaving said ordinary high water mark North 00°10'45" East (Instrument Number 1381187 North), a distance of 24.43 feet to a found 1/2 " rebar with yellow cap marked PLS 4182;

Thence continuing North $00^{\circ}10'45''$ East (Instrument Number 1381187 North, Instrument Number 1718274 South $0^{\circ}11'18''$ West), a distance of 107.30 feet (Instrument Number 1718274 107.34 feet)

Thence South $68^{\circ}52'48''$ West, a distance of 281.52 feet (Instrument Number 1718274 North $68^{\circ}52'48''$ East 281.52 feet);

Thence South $87^{\circ}21'14''$ West (Instrument Number 1718274 North $87^{\circ}12'43''$ East), a distance of 62.32 feet;

Thence North $02^{\circ}47'10''$ East, a distance of 103.92 feet;

Thence North $12^{\circ}43'04''$ West, a distance of 78.82 feet;

Thence North $73^{\circ}10'01''$ East, a distance of 49.91 feet;

Thence in a Southeasterly direction with a tangent curve turning to the right with a radius of 31.95 feet, having a chord bearing of South $64^{\circ}00'51''$ East and a chord distance of 43.43 feet, having a central angle of $85^{\circ}38'16''$ and an arc length of 47.75 feet;

Thence South $19^{\circ}17'27''$ East, a distance of 43.76 feet;

Thence in a Southeasterly direction with a tangent curve turning to the left with a radius of 62.66 feet, having a chord bearing of South $63^{\circ}00'50''$ East and a chord distance of 86.62 feet, having a central angle of $87^{\circ}26'48''$ and an arc length of 95.64 feet;

Thence North $73^{\circ}15'46''$ East, a distance of 155.15 feet;

Thence North $55^{\circ}34'32''$ East, a distance of 63.49 feet;

Thence North $65^{\circ}40'18''$ East, a distance of 49.01 feet;

Thence South $67^{\circ}52'04''$ East, a distance of 13.45 feet to a found 1/2" rebar with yellow cap marked PLS 4182;

Thence North $73^{\circ}11'46''$ East (Instrument Number 1381187 South $73^{\circ}14'53''$ West, Instrument Number 1718274 North $73^{\circ}12'23''$ West), a distance of 115.99 feet (Instrument Number 1718274 115.99 feet) to THE TRUE POINT OF BEGINNING.

Containing 1.769 acres more or less.

EXHIBIT B

Legal Description and Depiction of the Easement Area

Legal Description of the Easement Area

That portion of the southwest quarter of the northeast quarter of Section 4, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, described as follows:

A 15 foot wide strip of land being 7.5 feet each side of the following described centerline:

Commencing at a 5/8 inch rebar with a plastic cap marked "PLS 12852 Avista", said point being the northwest corner of a parcel as shown on a survey recorded in Book 27 of Surveys, page 194, records of Kootenai County, Idaho;

Thence along the West line of said parcel, South 11°57'55" East, a distance of 33.79 feet to the **BEGINNING** of said centerline:

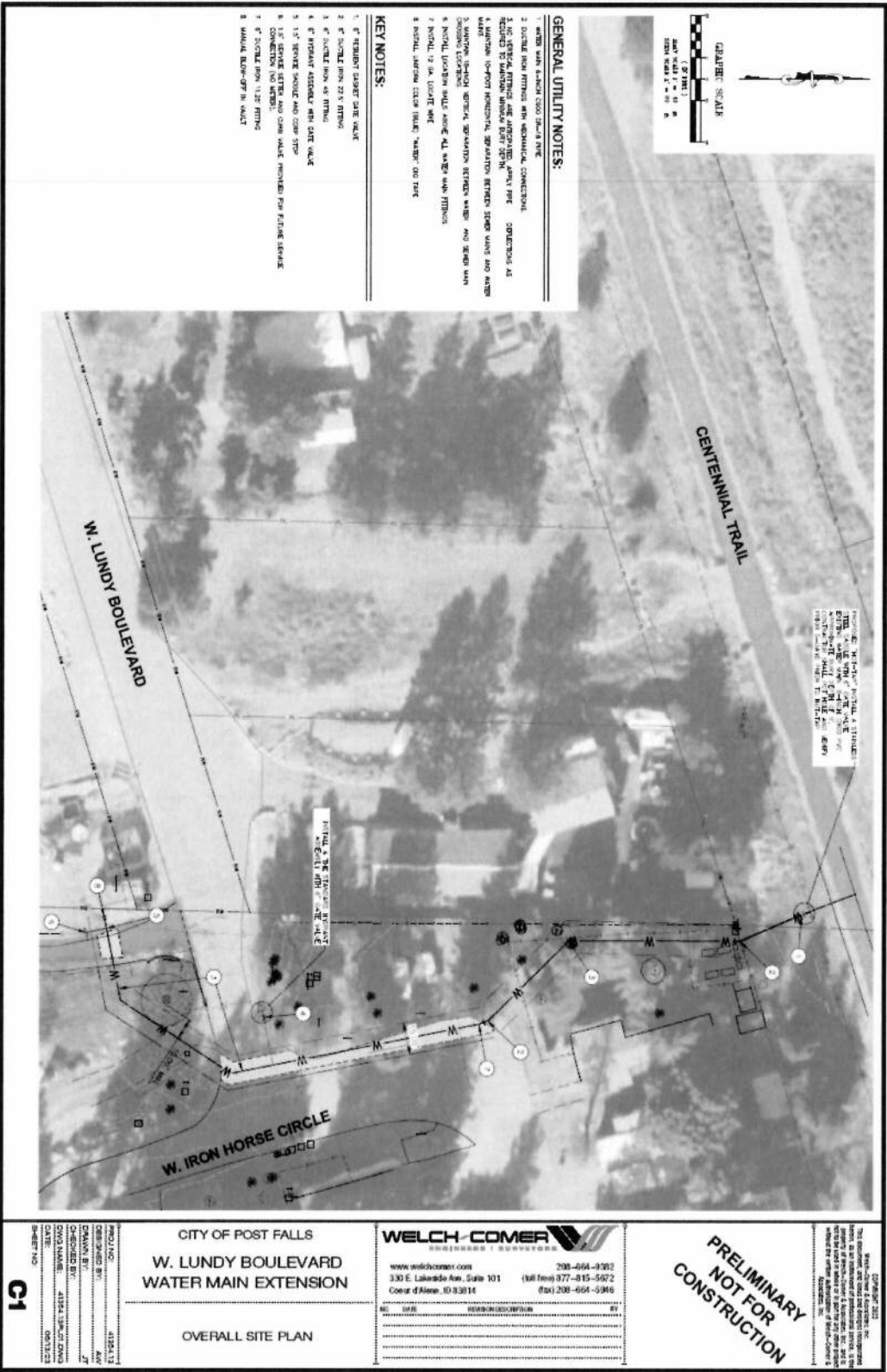
Thence North 78°52'57" East, a distance of 20.99 feet;

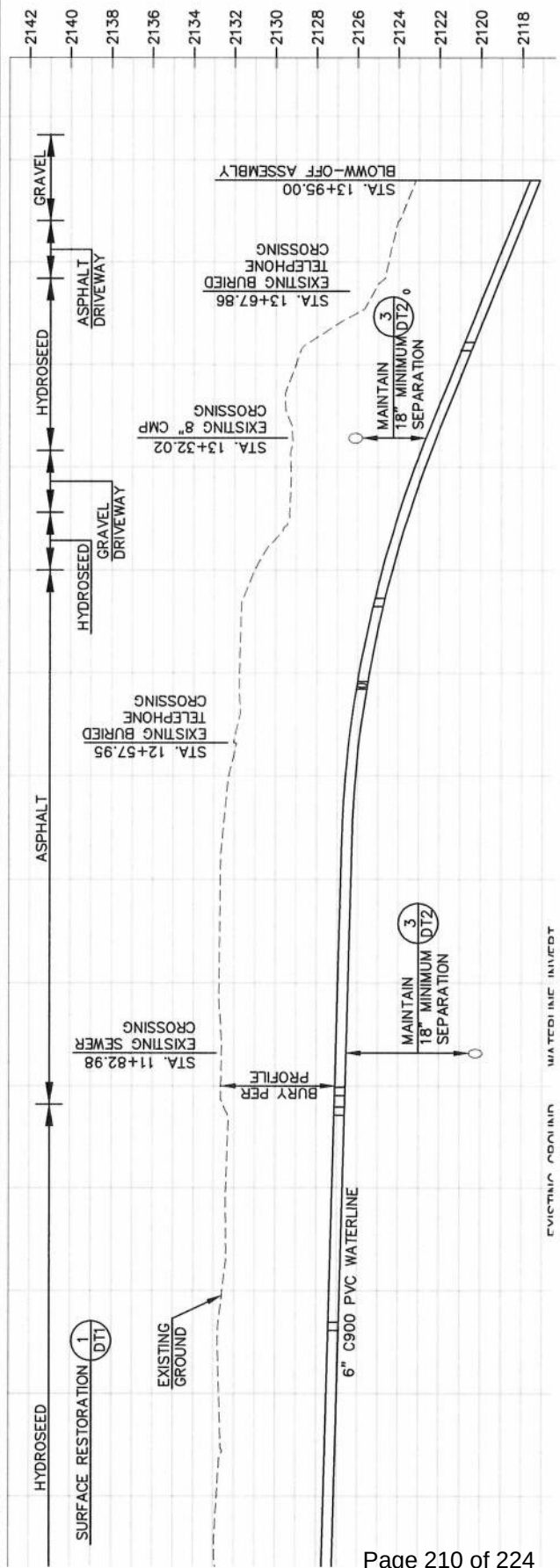
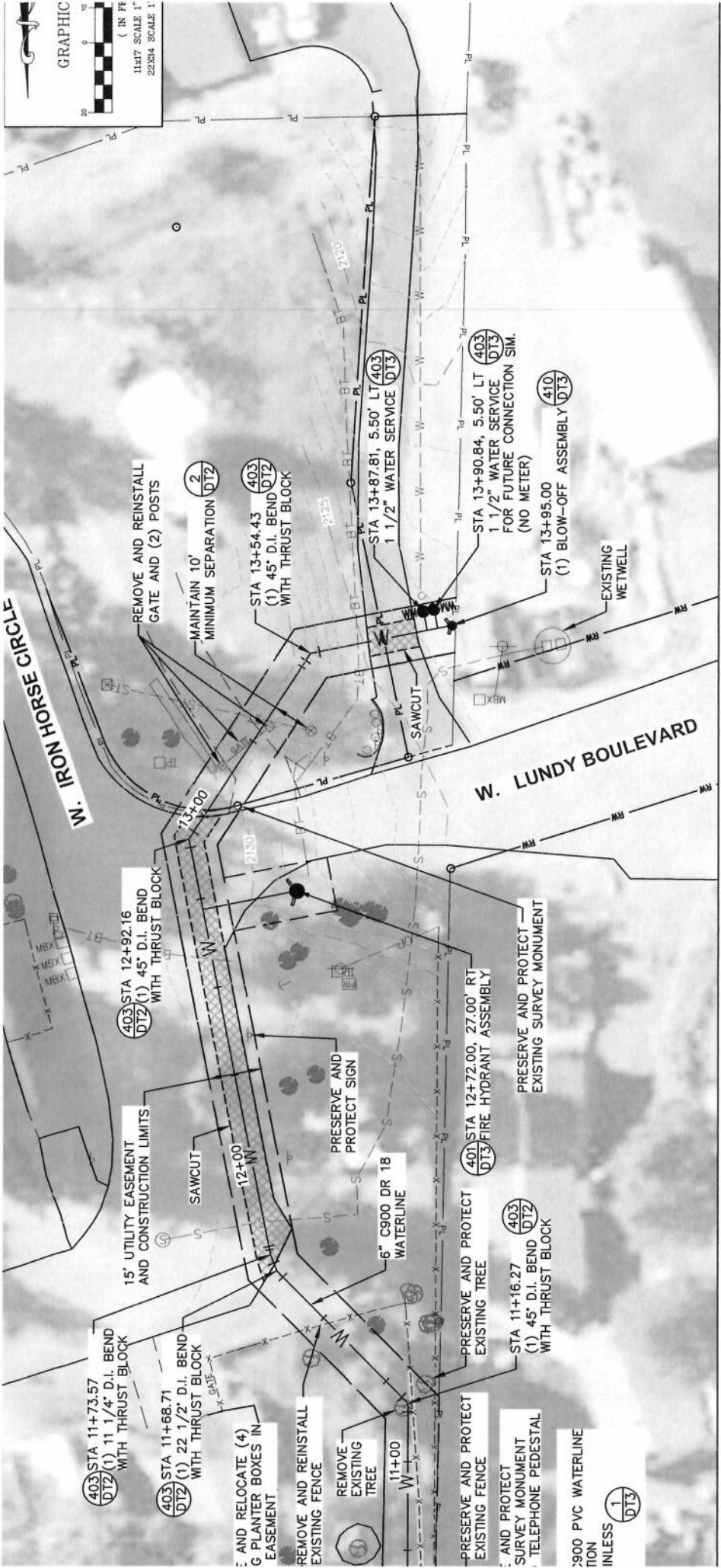
Thence North 33°13'58" East, a distance of 52.46 feet to the North line of said parcel and the **END** of said centerline.

Sidelines to be extended or trimmed to intersect the North and West lines of said parcel.

Containing 1,094 square feet or 0.025 acres, more or less.

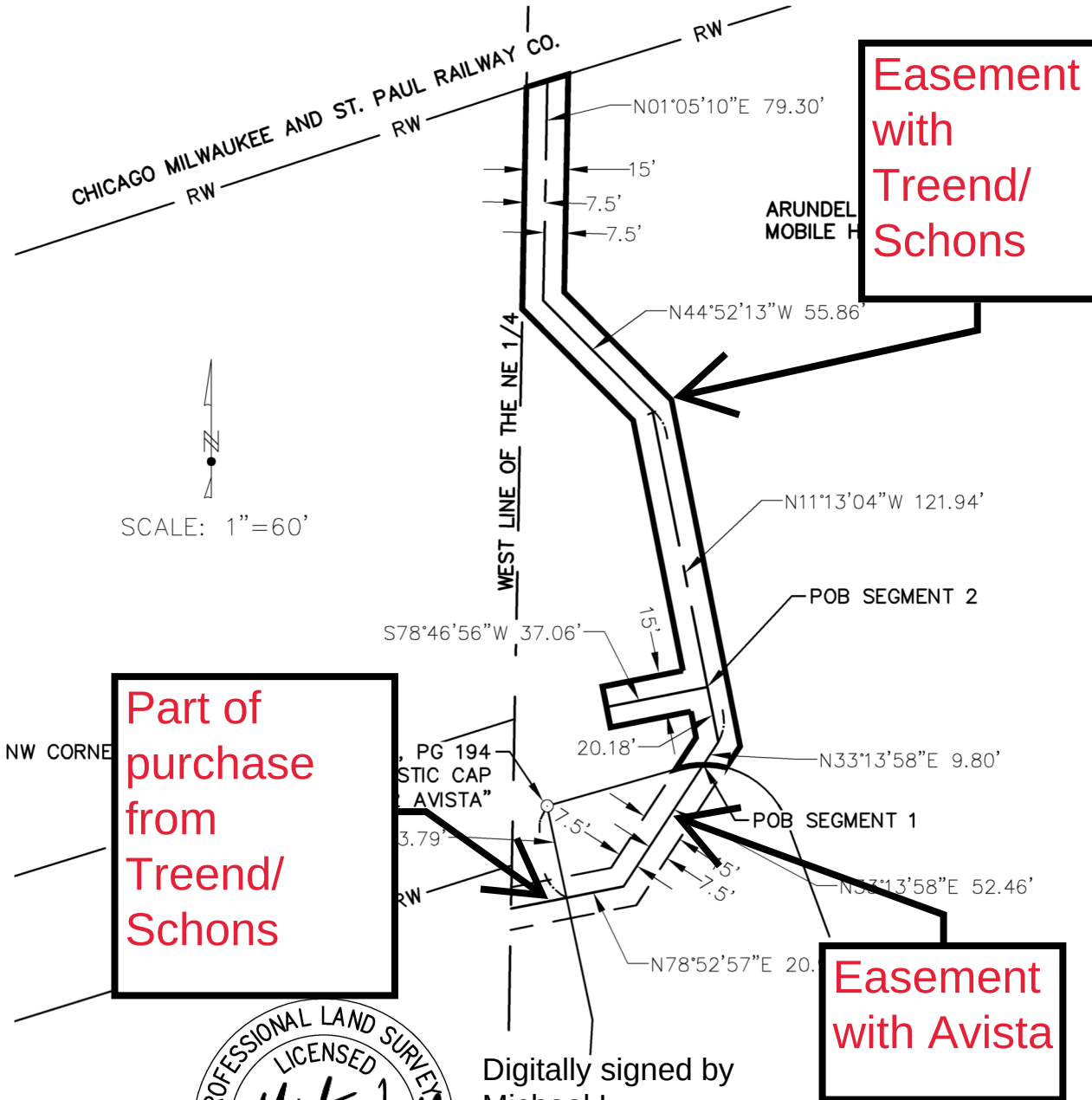
**Depiction of the Easement Area
(See next page)**





Easement path needed for Lundy Boulevard Waterline

WATERLINE EASEMENT
SW 1/4, NE 1/4, SECTION 4, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.,
KOOTENAI COUNTY, IDAHO



Digitally signed by
Michael L
Hathaway
Date: 2024.01.04
13:39:09-08'00'

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www.welchcomer.com 208-664-9382
330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672
Coeur d'Alene, ID 83814 (fax) 208-664-5946

EXHIBIT B
WATERLINE EASEMENT

PROJECT NO.: 41354.13
DESIGNED BY: MLH
DRAWN BY: RVR
DWG NAME: 41354.13EX01
DATE: 10/09/23
SHEET NO:

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/20/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Prairie and Fennecus Roundabout Art Proposal

ITEM AND RECOMMENDED ACTION:

Staff is asking Council for approval to permit the developer of the Jacklin Ranch project to engage artist Travis Lemons of Metal Lemons Artistry to design and construct the proposed metal sculpture of a farmer, plow and donkey as a centerpiece for the recently completed Prairie and Fennecus roundabout.

DISCUSSION:

City staff has been in communication with the Jacklin Land Company concerning the potential for artwork in the center of the roundabout. Discussions between staff and the developers found there was a strong desire to install an artistic structure as opposed to the standard hard scape or vegetative design.

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

The attached design is a rendering of what will be constructed out of repurposed metal parts from farming and/or similar equipment. The farmer, plow and donkey will be life-sized and the installation will also include a form of grass-like kinetic sculptures strategically placed around the perimeter of the raised interior platform.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The roundabout was previously approved as part of the Haycrop / Jacklin Ranch Construction Improvement Agreement. Artwork was not part of the original proposal as the form had not been identified. A concrete platform was created in preparation.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Developer has selected an artist and is proposing to cover costs of the sculpture and its installation. City will maintain roundabout after warranty period, as is standard practice.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Mule-Scene-August-11-IMG-2

2. Mule-Scene-August-11-IMG-3
3. Mule-Scene-August-11-IMG-1
4. 2024.08.20 Art Fennecus and Prairie roundabout









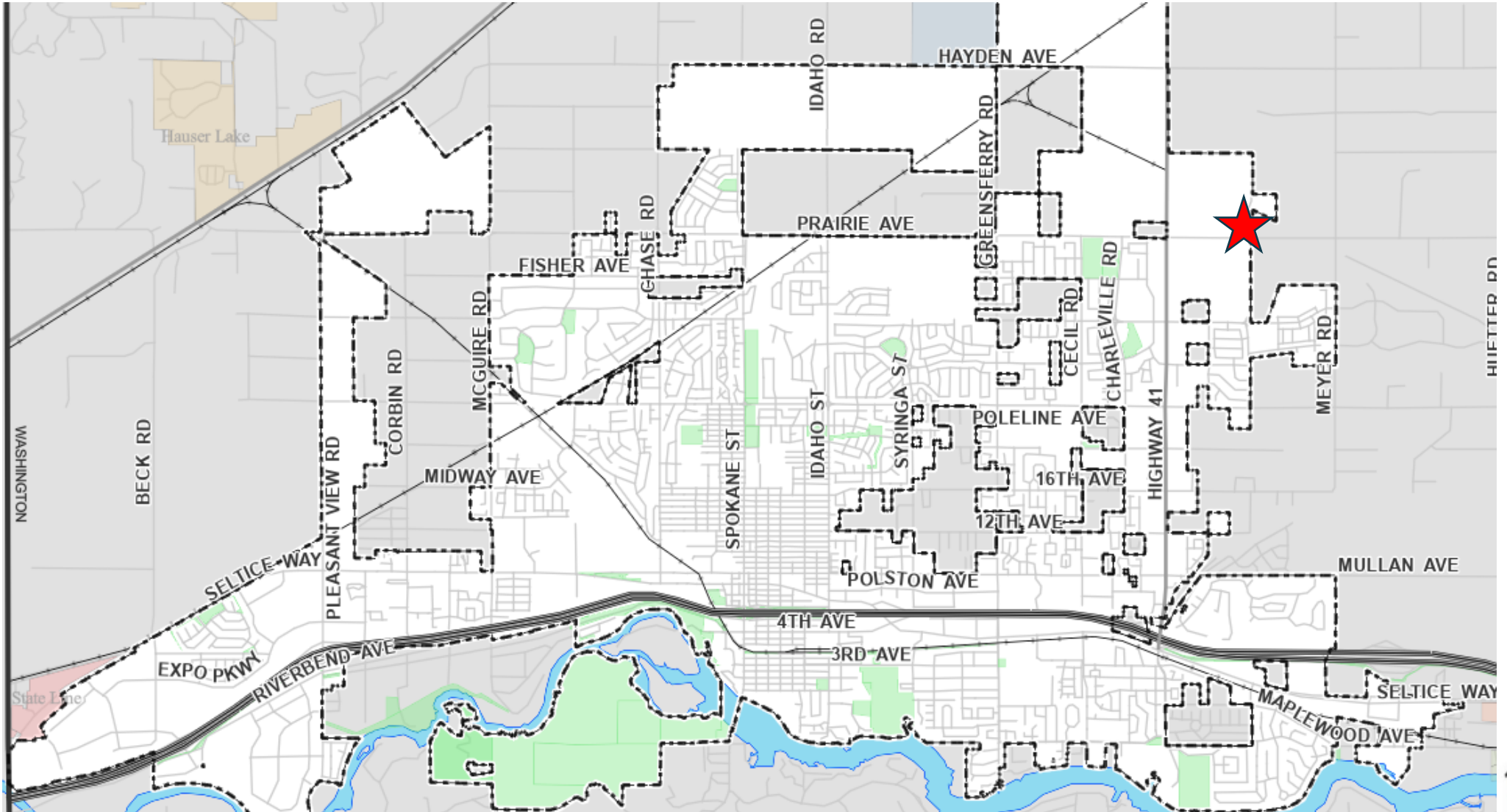
Prairie and Fennecus Roundabout Proposed Artwork

Bob Seale
Community Development Director
August 20, 2024

Presentation Outline

- **Prairie and Fennecus Roundabout**
- **Proposed Artwork / structure by Travis Lemon**
- **Staff request for approval to work with developer to engage artist.**

Location: Prairie and Fennecus Roundabout



Proposed Project



Artist: Travis Lemon

Proposed Project



Artist: Travis Lemon

Proposed Project



Artist: Travis Lemon

Proposed Project



Kinetic sculpture
example

***Staff requesting approval to move forward with
Developer and Artist.***

Questions?