



**CITY COUNCIL
MEETING AGENDA**

**October 15, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Department of Labor - Sam Wolkenhauer

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. Proclamation - Domestic Violence Awareness Month
- b. ICRMP Executive Director Tim Osborne

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 – October 1, 2024, City Council Meeting
- b. Payables 9/24/24-10/15/24
- c. August Cash and Investments Report
- d. Construction Improvement Agreement with Wyld, LLC for Corbin Road Utility Improvements
- e. Agreement for Private Improvement at Highlands Water Reservoir
- f. Consent for Substitution of Solid Waste Owner

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. Shawver Autobody Zone Change - File No. ZC-24-1
- b. Mongeau Meadows Annexation and Annexation Agreement - File No. ANNX-24-3

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

4. NEW BUSINESS

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

ACTION ITEMS:

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings,

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Impact Fee Study Phase One Update

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.



Proclamation

Domestic Violence Awareness Month

Whereas, domestic violence is a pervasive and devastating crime that affects individuals and families of all races, backgrounds, and socioeconomic statuses, and its impact extends throughout our community; and

Whereas, domestic violence can take many forms, including physical, emotional, psychological, and financial abuse, and it often goes unnoticed or unreported, leaving victims suffering in silence; and

Whereas, domestic violence can have long-lasting and far-reaching consequences, including physical injuries, mental health issues, and even loss of life; and

Whereas, Domestic Violence Awareness Month provides an opportunity for our community to come together to raise awareness about domestic violence, support survivors, and work towards its prevention; and

Whereas, we recognize the importance of empowering survivors of domestic violence by providing access to resources, support services, legal assistance, and confidential safe shelter options; and

Whereas, domestic violence organizations, advocates, law enforcement, and concerned citizens play a critical role in combating domestic violence and promoting healthy relationships; and

Whereas, our community is committed to taking a stand against domestic violence and working towards creating a safer and more compassionate environment for all residents;

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim the month of October as Domestic Violence Awareness Month in the City of Post Falls, Idaho; and call upon all residents, businesses, schools, and community organizations to observe this month with appropriate programs, activities, and ceremonies to raise awareness about domestic violence and support those affected by it.

Dated this 5 of Oct, 2024.

Mayor City of Post Falls



City of Post Falls

October 2024

Presented by
Tim Osborne, Executive Director

Insurance Market Cycle

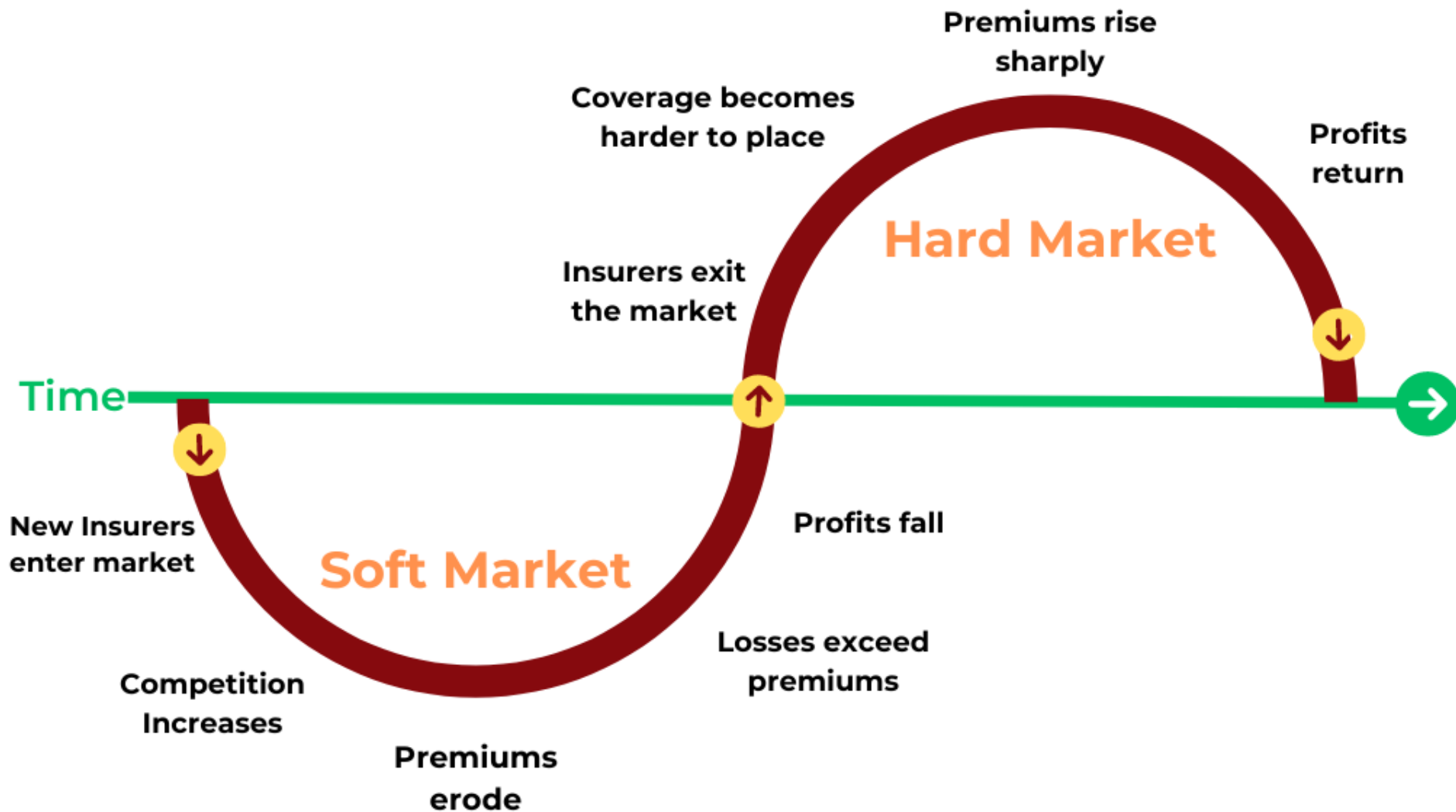
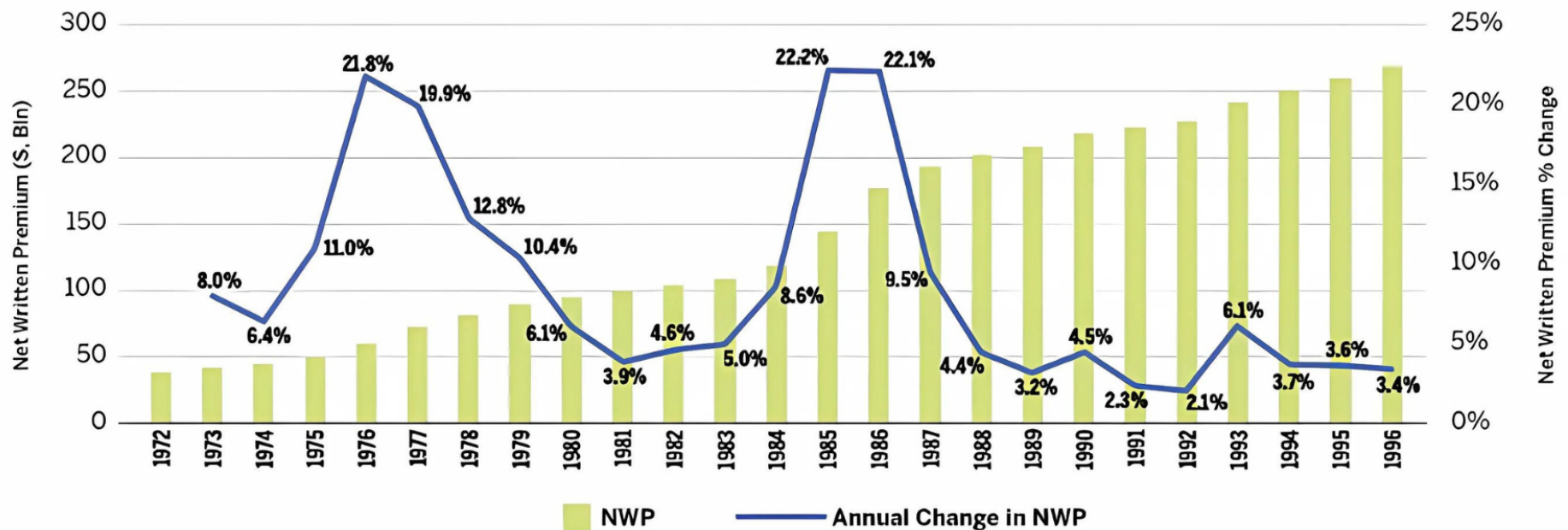


FIGURE 1: U.S. P&C Industry—Annual % Change in Net Written Premium 1972-1996



Source: A.M. Best Aggregates & Averages



IDAHO COUNTIES RISK MANAGEMENT PROGRAM (ICRMP)

Created in 1985

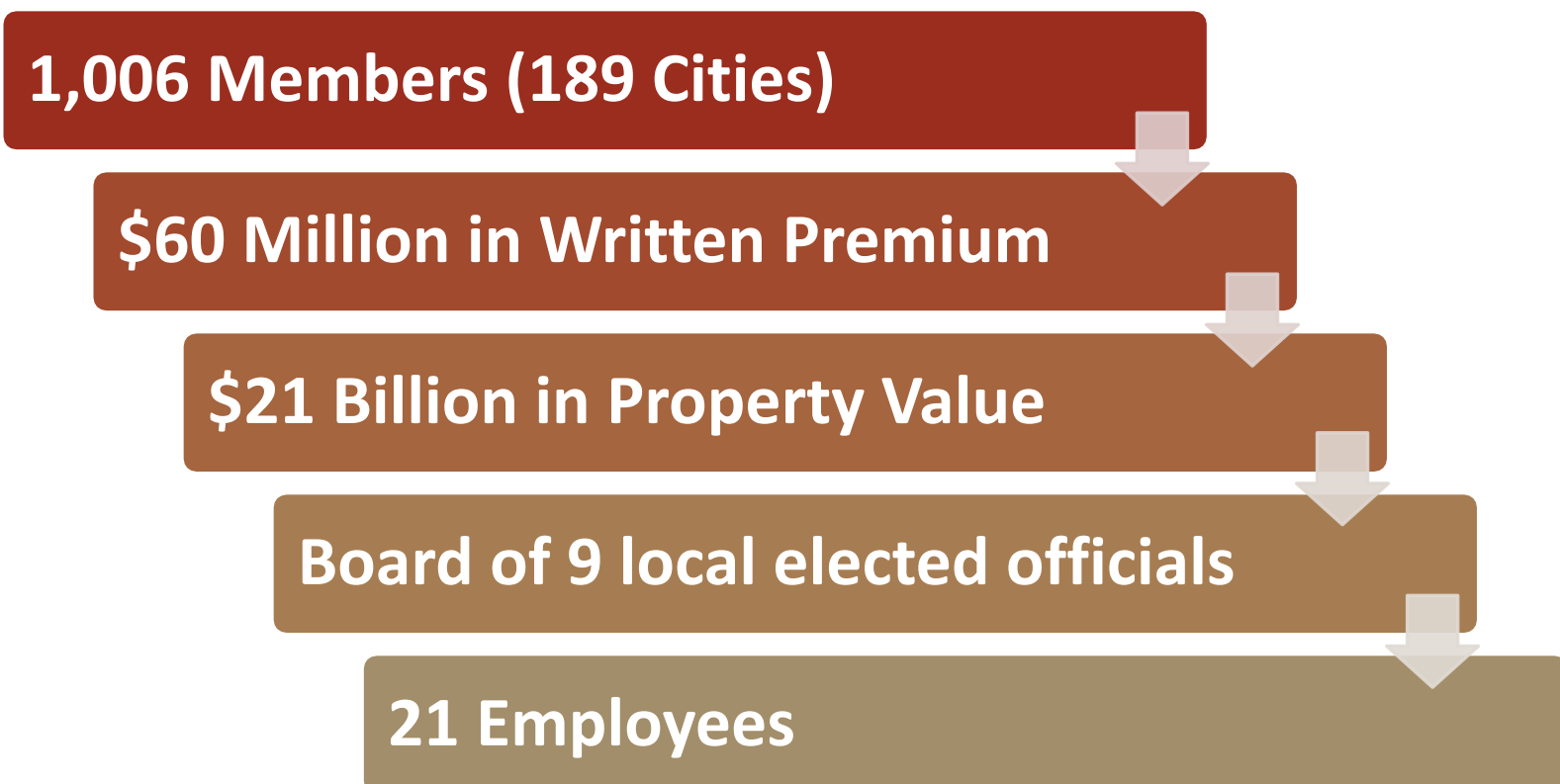
Public Entity and Regulated Insurer

Member Benefits

- **Stable source of Property and Liability insurance**
- **Control and Ownership**
- **Specialized Coverages and Risk Management Training**

Quick Stats

1,006 Members (189 Cities)



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graph TD; A[1,006 Members (189 Cities)] --> B[$60 Million in Written Premium]; B --> C[$21 Billion in Property Value]; C --> D[Board of 9 local elected officials]; D --> E[21 Employees];
```

\$60 Million in Written Premium

\$21 Billion in Property Value

Board of 9 local elected officials

21 Employees

Comprehensive Multiline Policy Package

Coverages Include:

- *General Liability*
- *Auto Liability*
- *Employment Practices Liability*
- *Law Enforcement Liability*
- *Sexual Molestation*
- *Errors & Omissions*
- *Crime*
- *Property & Auto*
- *Cyber Liability*

The background of the slide is a blurred image of a pen writing on a document. A line graph is visible, with a peak and a trough. The number '2,47' is written on the right side of the graph. The word 'Premiums' is written in large white letters in the center of the slide.

Premiums

Premium Calculation

RATE



EXPOSURE UNIT

Price per unit to
cover projected
losses and operating
costs

A unit factor that is
directly correlated to
the underwritten
exposure
(Payroll & TIV)

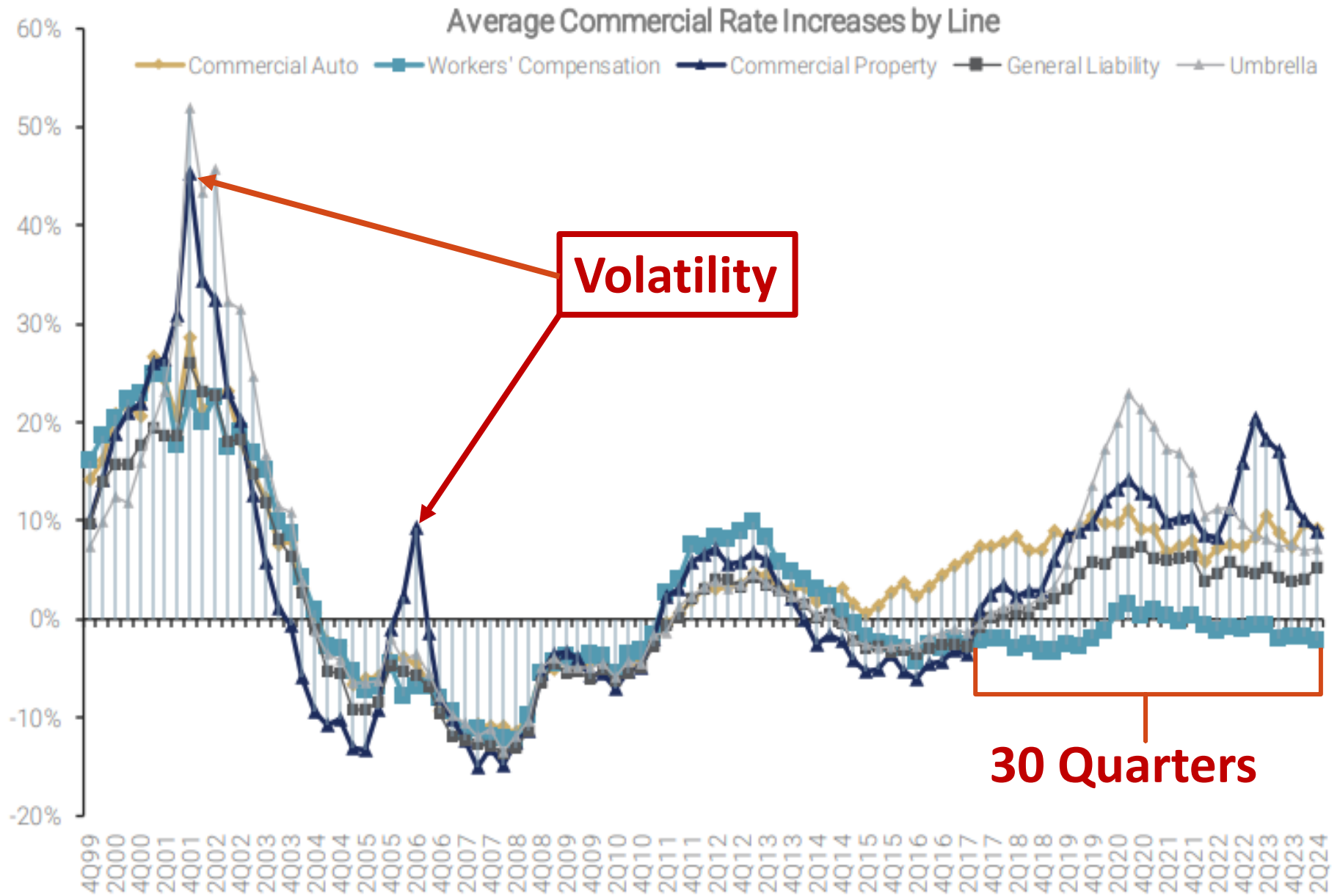
A photograph of a modern building with a curved glass facade and a stone-clad tower. The word "Property" is overlaid in large white text. The building features a mix of materials, including stone and glass, and has several large windows. An American flag is visible on the right side of the building. The sky is blue with some clouds.

Property

Hard Market Turns 6 Yrs Old

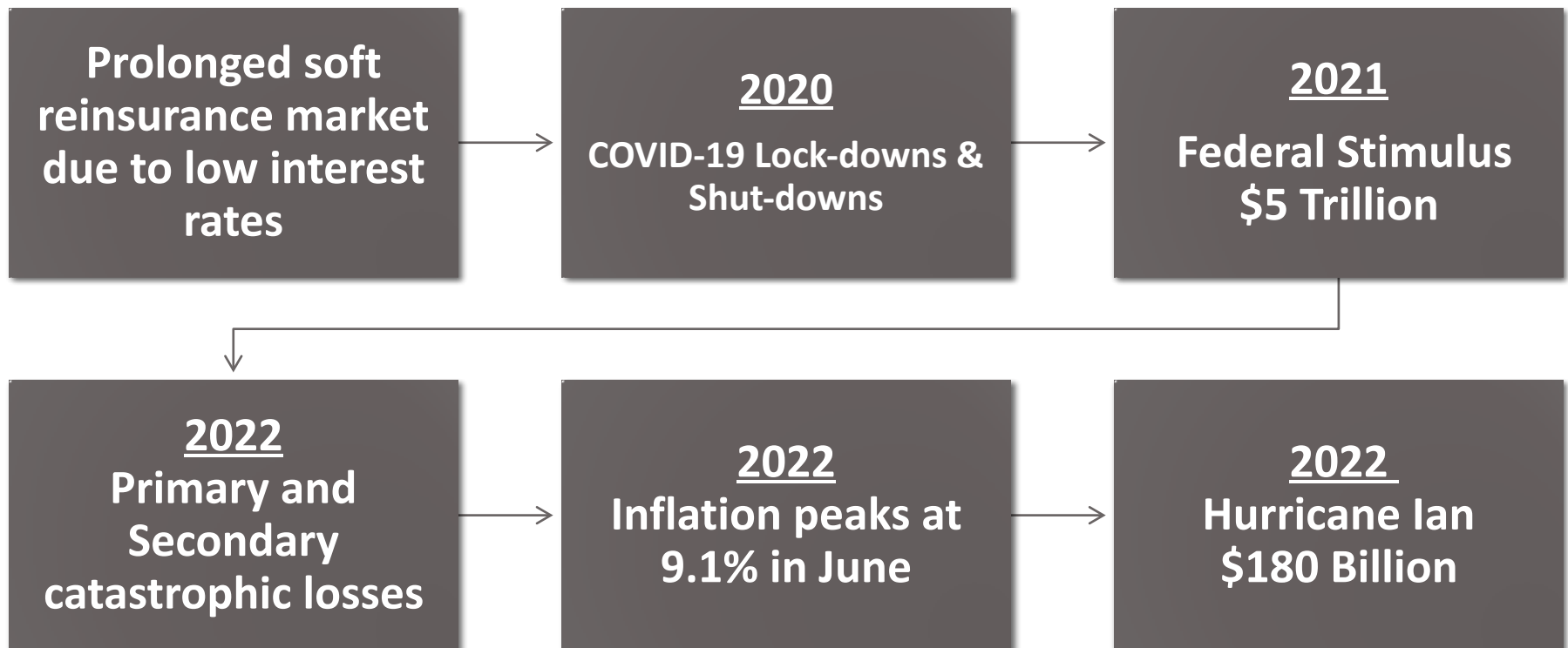
April 2024: “ALIRT Insurance Research has been studying the U.S. property and casualty insurance market for more than 30 years, and we have never seen a hard market quite like this.”

- Approaching 30 consecutive quarters
- Cumulative year-over-year rate increases
- Changes to policy terms and conditions





What Happened?



January 2023 Perfect Storm

Underpriced reinsurance rates and low attachment points due to extended soft market

Under-valued property (rapid inflation)

Increasing loss frequency & severity

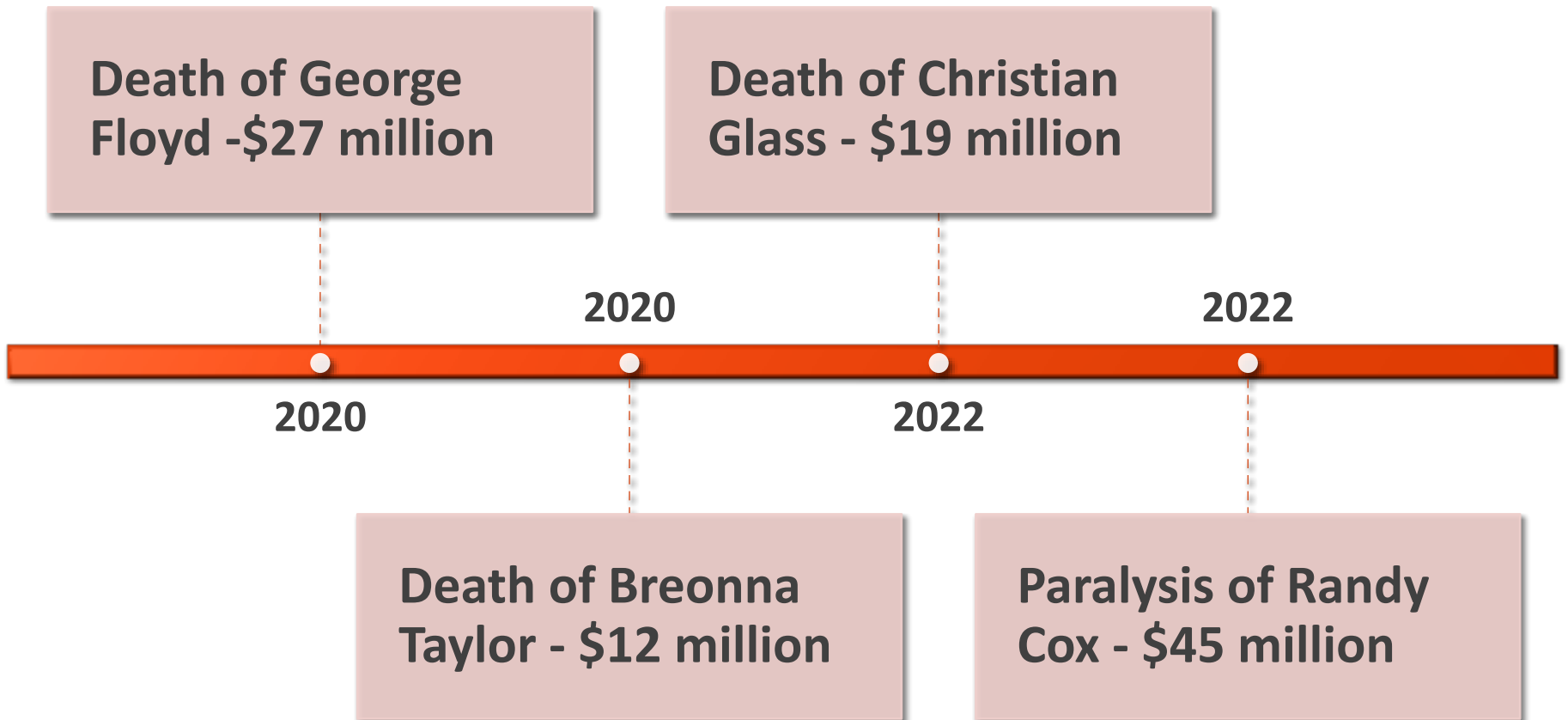
Reinsurance capital locked up due to Hurricane Ian

No new capital – better returns elsewhere



Law Enforcement

Recent Settlements



What Happened?



Series of documented police misconduct events



Increased video documentation



Rise of Social media - rapid dissemination of documentation

Results

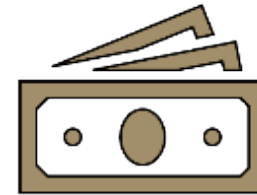


Market Reaction



Reinsurance pullback

Reinsurers exited the market



Policy Changes

Reduced Limits

Increased Premiums

Raised Retentions

Capped aggregate amounts

Law Enforcement Risk Management

CHAD SARMENTO



- Policies and Procedures Review
- Training
 - Use of Force
 - De-escalation
 - Crisis Intervention
 - Search & Seizure
 - Emergency Vehicle Operation-EVOC



Employment

Employment Practices Liability (EPLI)

- Coverage for wrongful employment practices
 - Discrimination
 - Harassment
 - Retaliation
 - Wrongful termination
- Can be an expensive line of coverage
- Usually involves a significant deductible
- Can be mitigated with risk management



EPLI Risk Management

CARL ERICSON

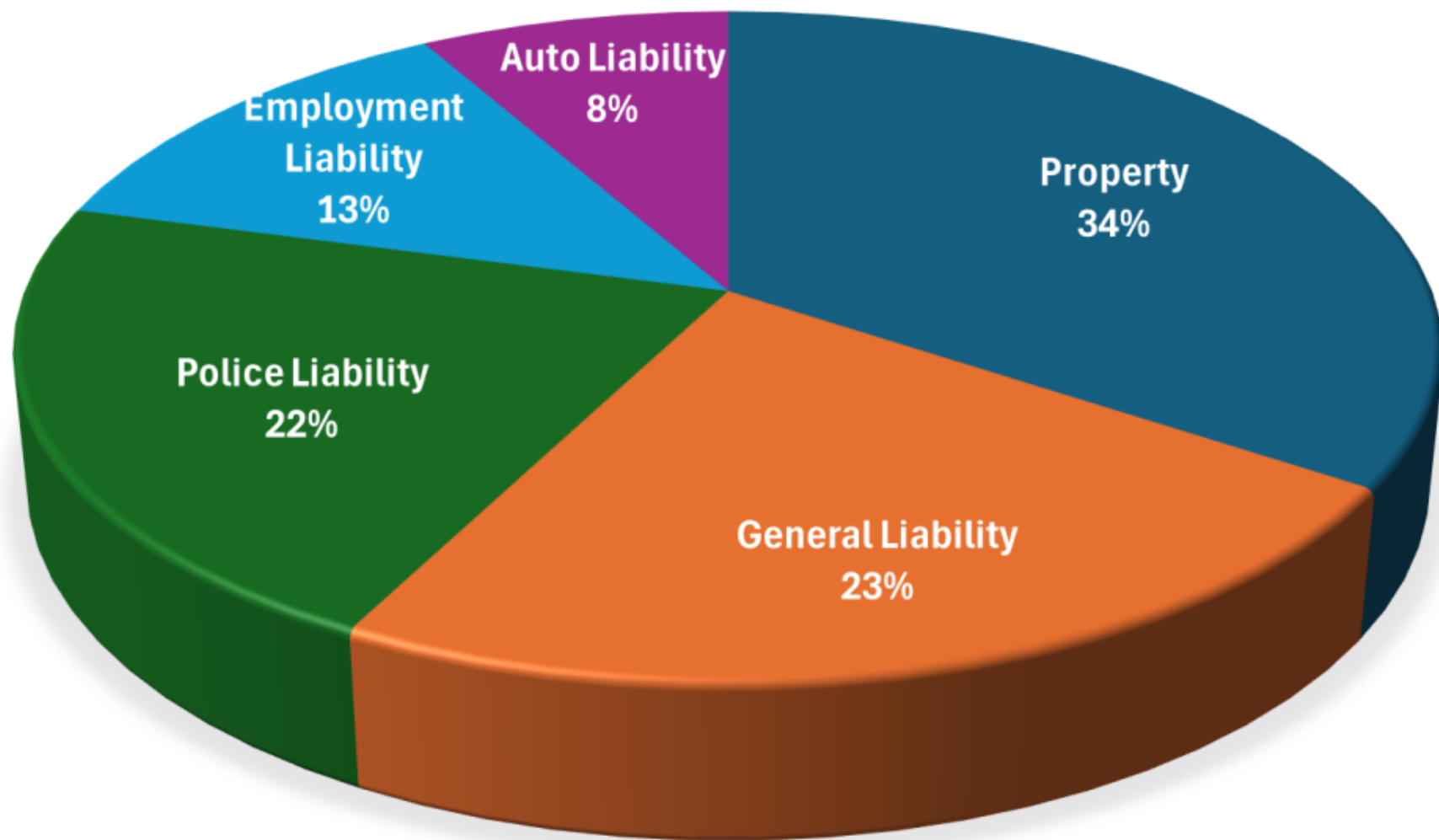


TAMMY MIDDLETON



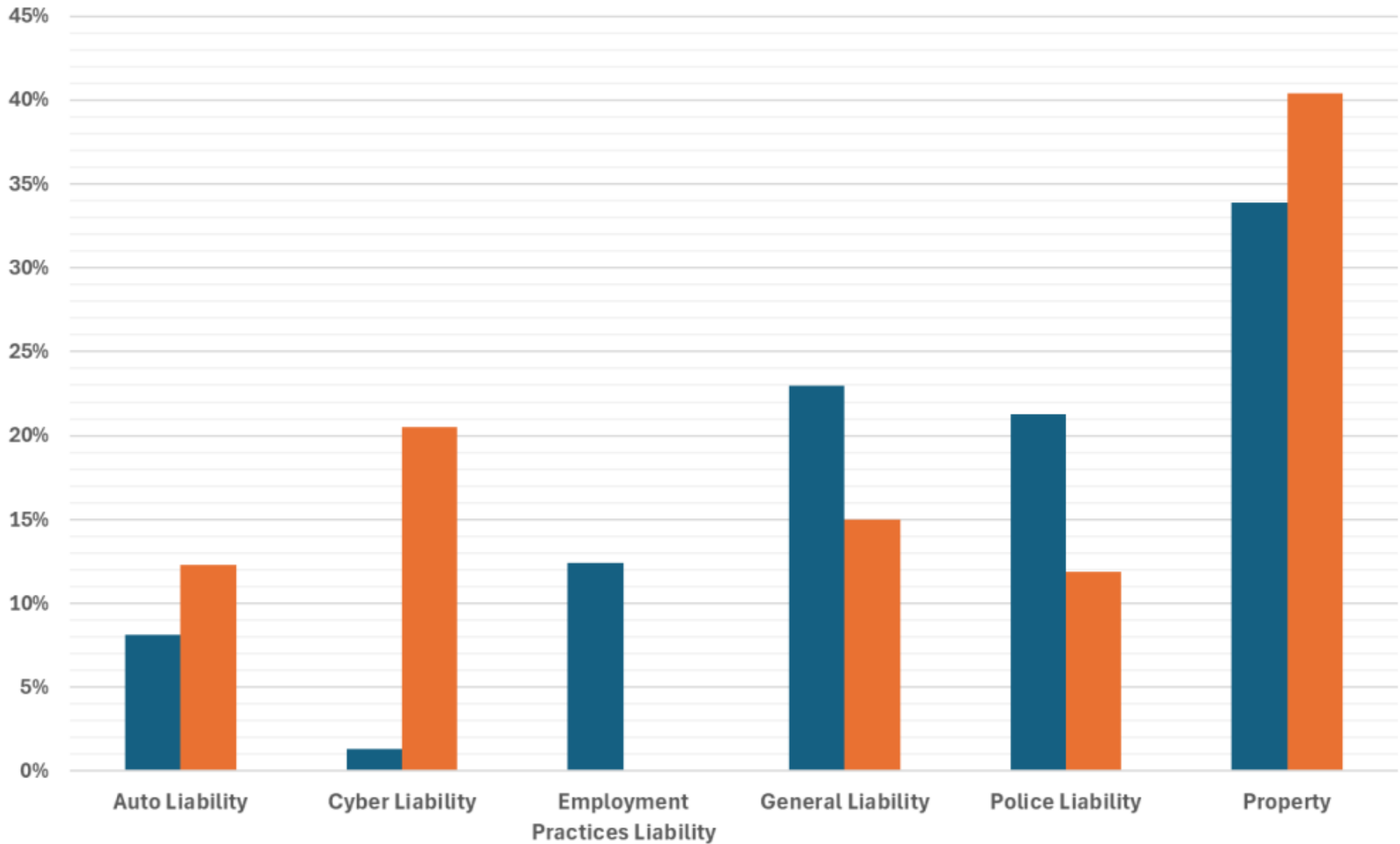


City of Post Falls



Incurred Losses by Coverage

■ All Cities ■ Post Falls



SUMMARY

Insurance Marketplace is Challenging

Property

- Significant hardening in both price and terms

Liability

- Law enforcement liability reinsurer pullback
- Employment liability – Expensive, emotional, protracted litigation

Risk Management

- Policy and Procedure review
- Training both in-person and online

Thank
You





**CITY COUNCIL
MEETING MINUTES**

**October 1, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

a. IT Infrastructure Update

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

Mayor Ron Jacobson – **Excused**

Interim Information Technology Director Mike Kirby Presenting: IT Infrastructure includes the servers, routers, switches, computers, cabling, wireless, and fiber that serve the city. The history of the city's IT department was reviewed. Today at city hall there are 160 users supported by IT in three main sites. IT also supports nine lift stations with two more in process and four parks with four more parks in process. At the PD there are 125 users supported by IT in three main sites, as well as School Resource Officers, the 911 system, and patrol car connections. The importance and the core components of the IT infrastructure for the city were explained. Future projects for the IT Department were also presented.

Workshop ended at 5:45 PM.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY COUNCIL PRESIDENT MALLOY

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

Mayor Ron Jacobson – **Excused**

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

None

AMENDMENTS TO THE AGENDA

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DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – September 16th, 2024, City Council Meeting
- b. Payables 9.9.24-10.1.24
- c. Fleet Division Request to Dispose of Vehicles & Equipment
- d. Legion Park Subdivision Construction Improvement Agreement
- e. Northshore Subdivision Construction Improvement Agreement
- f. Eucon Subdivision Plat Application

Steigleder: On item C there are two 2010 vehicles to be disposed of. Why are those newer and have fewer miles but still being disposed of?

Public Works Director John Beacham: We try to turn our passenger vehicles and light pickups over between a seven and ten year basis. It starts to be more maintenance when they get that old to where our fleet staff are spending more time than the vehicle is worth on them. We also see a better resell value when they are less than fourteen years old. One of those is a police vehicle and often those are idling for many hours which puts more wear and tear on the engine without showing that mileage.

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

Second by City Council Walker.

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

Motion Carried

2. PUBLIC HEARINGS

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ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Update to the Fiscal Year 2025 Fee Resolution

Motion by City Council Steigleder to Approve the Update to the Fiscal Year 2025 Fee Resolution and to direct the clerk to assign the appropriate number.

Second by City Council Ziegler.

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

Motion Carried

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

- b. Fiscal Year 2024 Budget Ordinance Amendment #2

Motion by City Council Ziegler to place the Fiscal Year 2024 Budget Ordinance Amendment #2 on its first and only reading by title only while under suspension of the rules.

Second by City Council Walker.

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

**City Council Steigleder, City Council Westlund
Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1507 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Motion by City Council Ziegler to Approve the Fiscal Year 2024 Budget Ordinance Amendment #2 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Walker.

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

Motion Carried

c. 12th Avenue Forcemain J-U-B Contract Amendment #2

Public Works Project Manager Jaxon Fleshman Presenting: This is JUB's contract amendment number two for the 12th Avenue Forcemain Project. This project entails one mile of dual forcemain. It is part of a larger project to connect to the water reclamation facility. The alignment progress is about 95% complete to date. Construction encountered several utility conflicts throughout the construction and settlement issues of the trenches for the forcemain. Tonight's amendment request is for \$30,000. The total contract with the approval of this item is \$250,300. The project should be complete by the end of the season.

Steigleder: So it is \$30,000 for two extra weeks of services?

Fleshman: No, the \$30,000 is an estimate and I don't think they will use all of it.

Steigleder: When did their contract expire?

Fleshman: It's not expired yet.

Motion by City Council Ziegler to Approve the 12th Avenue Forcemain J-U-B Contract Amendment #2.

Second by City Council Westlund.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

a. Community Gardens Lot Line Adjustment

Deputy City Attorney Chris Gabbert Presenting: This is a lot line adjustment for a sliver of a piece of property that the city has. We are moving that southern boundary line all the way up to the intersection of the two. This is part of the property exchange that was previously negotiated with Lamb Storage. Lamb Storage had given us the adjacent property some months ago for use as a swale for storm water. In doing so, we discovered that the city owns this flag piece of their lot that was historically occupied by Lamb Storage. It is 527 feet, and we need to adjust that.

**Motion by City Council Ziegler to Approve the Community Gardens Lot Line Adjustment.
Second by City Council Walker.**

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

Motion Carried

b. Ordinance Pertaining to Appointed Officers of the City

City Administrator Shelly Enderud Presenting: The city has maintained two IT divisions and systems between City Hall and the Police Department. The city's long-term goal is to integrate the systems. When the Police IS Manager left city employment, staff researched other agencies and recommended creating a stand-alone department versus an IT division. There was significant support from city employees for this merger. An internal promotion for this position is recommended. Michael Kirby has been in the IT Division with the City of Post Falls for 25 years. The benefits of a stand-alone IT Department were discussed. Council is being asked tonight to amend the city code to add the IT Director position. Then we are asking the Council to approve the contract for Michael Kirby.

Deputy City Attorney Chris Gabbert: There are no substantive changes to the code 2.08, except to add the Information Technology Director position to the list of appointed officers in the city.

Motion by City Council Ziegler to place the Ordinance Pertaining to Appointed Officers of the City on its first and only reading by title only while under suspension of the rules.

Second by City Council Walker.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF POST FALLS MUNICIPAL CODE SECTION 2.08.010 TO ADD THE POSITION OF INFORMATION TECHNOLOGY DIRECTOR; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

Motion by City Council Ziegler to Approve the Ordinance Pertaining to Appointed Officers of the City and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Westlund.

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

- c. Employment Contract Approval for Information Technology Director Michael Kirby

The presentation for this item was done under item b.

Motion by City Council Ziegler to Approve the Employment Contract Approval for Information Technology Director Michael Kirby.

Second by City Council Walker.

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

Nays: City Council Steigleder

Motion Carried

Michael Kirby was sworn in as an appointed officer of the City of Post Falls.

- d. Maplewood Avenue Rights-of-Way Assignment

City Engineer Rob Palus Presenting: We are requesting approval of an assignment of rights of way from the Post Falls Highway District to the City of Post Falls. The city and Bureau of Land Management (BLM) have been working on creating a recreation site at the Old Pump House. The site has been developed for the most part at this time. The site is located in a county pocket, so the roadway ownership for Maplewood Avenue is the Post Falls Highway District, except for where the recreation site is located. The Highway District received rights of way from the BLM some years ago. This agreement is more of an easement because the BLM maintains ownership of the parcel in the background. Tonight we are looking at the 270-foot long by-25-foot wide stretch that is currently right of way to the Post Falls Highway District. With the development of the site, the city will also need an additional 15 feet to cover expansion needs. Before being able to grant us the agreement for rights of way, the BLM first needed to take away the existing agreement with the Highway District to replace it with our agreement. Last month, the Highway District approved the assignment so it could go to the City of Post Falls. We are asking for approval of that right of way tonight. When that is done, we will work with the BLM to obtain the remaining 15 feet that is needed.

Motion by City Council Ziegler to Approve the Maplewood Avenue Rights-of-Way Assignment.

Second by City Council Westlund.

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

Motion Carried

- e. Engineering and Design Services Agreement for The Guy Road Lift Station Abandonment and Gravity Sewer Line

Public Works Project Manager Jaxon Fleshman Presenting: This is a contract with Welch Comer for the Guy Road Lift Station Abandonment and Gravity Sewer Line. The project location is in the Fisher Sewer Basin and involves the future trunk line between the Fischer Lift Station and the Guy Road Lift Station. The project was identified in the 2019 Collections System Master Plan. In 2024, we completed the feasibility study enabling us to move forward with this work. The contract will provide design and engineering services, utility coordination, bidding services, public outreach, and easement assistance. The total fiscal request is \$475,000, which includes a

\$25,000 management reserve. It would be funded through the Fischer Lift Station Upgrade Budget. We hope to have bid documents ready in Spring 2025 with potential construction starting in Summer 2025.

Motion by City Council Ziegler to Approve the Engineering and Design Services Agreement for The Guy Road Lift Station Abandonment and Gravity Sewer Line.

Second by City Council Walker.

Ayes: City Council Walker, City Council Malloy, 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.

Kootenai County Fire and Rescue Chief Dan Ryan: I would like to invite all of you to the new station 3 open house on Prairie Avenue and Charleville, Saturday, October 12th at 9am.

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. Building Department Inspections Staff Report

Building Official Justin Miller Presenting: I'm here tonight to provide information on what a city inspector's role is versus what a home inspector does. The different phases of city inspections for a new home were reviewed. The minimum code requirements that city inspectors adhere to is the 2018 International Building Code. City Inspectors required certifications were presented. Home inspectors do not require any certification nor training in Idaho. They are hired by a private individual to report on anything they see inside that house. They are limited to only what they can see. They can't see what city inspectors see through the building process because much of it is covered up. Real life examples of items not covered by city inspections were presented.

Westlund: How many inspectors does the city employ?

Miller: Ten people total in the building division.

Westlund: What's the workload like for the inspectors now?

Miller: It's a lot right now. We are getting through it.

Westlund: Is there a typical lead time for inspections?

Miller: If you called today before 5pm, we would get that inspection done tomorrow. Our plan reviews for residential and commercial are about two to three weeks. We are probably one of the fastest in North Idaho.

City Administrator Shelly Enderud: A few years ago we brought the plumbing and electrical in house and that has enabled us to speed up the process. There are also a lot of maintenance types of things that require an inspection, not just new homes.

Steigleder: Is there a reason that we have such a large amount of inspections per day or standard for next day inspections?

Miller: For customer service and for our citizens. I have been here close to twenty years, and we haven't really had a problem with this. You can get from one side of the city to the other in ten minutes, and often inspections are done in clumps, especially when there's new construction. Some of the inspections don't require much time, like five minutes or so.

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.

Steigleder: There's a parks work day on Saturday at 9am if anyone wants to come clean up Q'emiln.

Ziegler: Our general election is just over a month away. Please get registered to vote. Voter registration ends October 11. You can request absentee ballots by October 25th at 5pm.

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:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting adjourned at 6:56 PM.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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

Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission

Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 9/24/24-10/15/24

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Hand Check Accountability reports dated October 15, 2024. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,531,911.08 to be dated October 15, 2024. The Hand Check Accountability is for hand checks issued September 30, 2024, and total \$7,690.11.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

1531911.08

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 10.15.24
2. Hand Checks 10.15.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13791 - Check Run 10.15.24
Vendor Set: 01 - Vendor Set 01

Check Date: 10/4/2024

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN07931	HAYDEN HOMES	APMWB	Check		BOND RELEASE - BOND RELEASE - 3916 N. STOCKWELL	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 1530 W. GREEN CREST	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 1552 W. GREEN CREST	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 3885 N. STOCKWELL	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 3908 N. STOCKWELL	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 3884 N. STOCKWELL	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION	APMWB	Check		BOND RELEASE - BOND RELEASE - 1344 E. ALLENBY	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 1536 N. WOLLASTON	001-22115	2,000.00
					BOND RELEASE - BOND RELEASE - 1500 N. WOLLASTON	001-22115	2,000.00
Balance Sheet Accounts Total:							18,000.00
Dept: 411 Mayor & Council							
VEN14744	Veritas Advisors, LLP	APMWB	Check	5867	September 2024 Lobbying	001-411.0000.62040	2,916.66
Dept 411 Total:							2,916.66
Dept: 412 Information Systems							
C140	CDW Government Inc.	APMWB	Electronic Funds Transf	AA113K	2 Sierra Wireless Antenna for lift stations	001-412.0000.63030	398.58
Dept 412 Total:							398.58
Dept: 414 Finance							
B091	BDS	APMWB	Check	96652	Delinquency notices	001-414.1445.62170	340.77
				96482	Utility Billing	001-414.1445.62170	6,339.51
				96652	Delinquency notices	001-414.1445.62190	172.17
				96482	Utility Billing	001-414.1445.62190	3,946.70
VEN13187	Checkr Inc	APMWB	Electronic Funds Transf	1405018	August 2024 background checks	001-414.0000.62080	39.99
VEN14783	ClearGov Inc.	APMWB	Electronic Funds Transf	2024-15712	Budget Suite Renewal	001-414.0000.62040	51,886.25
C291	Coeur d' Alene Press	APMWB	Check	000027575	Amending Budget for FY 2024	001-414.0000.62000	184.32
VEN15004	Forvis Mazars, LLP	APMWB	Electronic Funds Transf	2186686	FYE TRS Annual License Fee	001-414.0000.62040	7,000.00
V040	ODP Business Solutions	APMWB	Check	384399643001	Office Supplies-Legal	001-414.0000.66042	39.29
Dept 414 Total:							69,949.00
Dept: 415 City Clerk							
C291	Coeur d' Alene Press	APMWB	Check	0000025228-07182	(Publishing RFP for AV Services	001-415.0000.62000	13.40
				0000025228-07112	(Publishing RFP for AV Services	001-415.0000.62000	23.40
Dept 415 Total:							36.80
Dept: 421 Police							
R04500	1-800-Radiator	APMWB	Check	18055679	PFPD1 AC Kit	001-421.0000.67100	561.00
				18180644	PFPD141 Radiator	001-421.0000.67100	117.00
				18072899	PFPD1 AC Kit Refund	001-421.0000.67100	-561.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
B0690	Batteries Plus				
APMWB	Check	P74938556	PD Batteries 12V 8AH Lead	001-421.0000.63130	75.45
VEN14677	Biddle Consulting Group, Inc				
APMWB	Check	79045	Criticall Dispatch Testing	001-421.0000.62040	3,147.00
C220	Coleman Oil Co				
APMWB	Check	CP-0179518	PD Fuel	001-421.0000.64030	5,173.98
C3090	Columbia Electric Supply				
APMWB	Check	1120-1018907	PD Shop - Cable Ties	001-421.0000.67100	53.22
		1120-1018917	PD Shop - Nylon Cable Ties	001-421.0000.67100	243.99
		1120-1018908	PD Shop - 10in Diagonal Cutter	001-421.0000.67100	49.75
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13737	PD Padlocks	001-421.0000.68010	29.95
VEN14950	Dynamic Designs				
APMWB	Check	6478	Wrap for code vehicle	001-421.0000.67170	1,590.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	029154148	PD Uniforms - Reynolds	001-421.4000.72000	84.27
I339	Interstate Business Center				
APMWB	Check	P4727004001a	IBC 2024 Parcel Dues	001-421.0000.62310	609.84
		P4273001001a		001-421.0000.62310	111.30
		P4273001008a		001-421.0000.62310	176.85
L0870	Lifeloc Technologies				
APMWB	Check	404571	Lifeloc FC20 Kit	001-421.0000.67020	319.06
		404640		001-421.0000.67020	2,589.30
VEN14015	Midway Hyundai				
APMWB	Check	133610	2024 Hyundai Santa Fe	001-421.0000.90020	38,800.00
N001	Napa Auto Parts				
APMWB	Check	3688-313601	PFPD110 Combination Switch	001-421.0000.67100	69.26
		3688-313561	PFPD Stock - RTU Extended Life Gallon	001-421.0000.67100	40.45
		3688-312888	PFPD Stock - Plastic Bond Syringe	001-421.0000.67100	18.06
		3688-313799	PFPD Stock - Gold Oil Filter	001-421.0000.67100	6.66
		3688-311403	PD Core Deposit	001-421.0000.67100	-144.55
		3688-311822	PFPD Stock - 3.0AH Battery Pack	001-421.0000.67100	68.99
		3688-313047	PFPD Stock - Gasket Maker	001-421.0000.67100	72.70
		3688-313594	PFPD142 Wiper Blakes	001-421.0000.67100	25.38
		3688-313061	PFPD121 Service Rotors, Brake Pad	001-421.0000.67100	237.14
		3688-311972	PFPD134 Brake Pads, Rotors	001-421.0000.67100	288.70
		3688-313070	PFPD119 Brake Pad, Service Rotors	001-421.0000.67100	157.72
VEN01972	North Idaho College				
APMWB	Check	SPFPD24FA	FA24 Patrol Academy Tuition	001-421.0000.64020	30,753.00
V040	ODP Business Solutions				
APMWB	Check	387814030001	Office supplies-PD	001-421.0000.63060	467.30
S285	Spalding Auto Parts				
APMWB	Check	2169728	PD Retrofit Control Panel w Vents	001-421.0000.67100	266.00
		2169727	PD Retrofit Control Panel	001-421.0000.67100	133.00
T0030	T-Mobile USA				
APMWB	Check	997252888 092024	PD Control Center - Sept24	001-421.0000.65030	1,463.20
		986172479 092124	PD Mobile Devices	001-421.0000.65030	696.48
T118	TPI Embroidery				
APMWB	Check	11690	PD Uniform Embroidery - Crone	001-421.4000.72000	46.48
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2024/10/0057	ECO Uniforms	001-421.4000.72000	200.70
VEN14328	ZaccWorks				
APMWB	Check	2024-0926B	PD Website Support - Oct	001-421.0000.62370	135.00
		2024-0926A	PD Website Maintenance - Oct	001-421.0000.62370	125.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	766510	PD Range Supplies	001-421.0000.67020	98.23
		741264	PD Shop - Sterling White Pine Reversible T8001	001-421.0000.67100	7.50
VEN03255	Ziply Fiber				
APMWB	Check	208-773-3518-0620	PD Phones	001-421.0000.65030	297.06
		208-773-6415-0613	PD Elevator Line	001-421.0000.65030	50.09
		208-777-7569-0714	PD Wifi	001-421.0000.65030	77.72

Dept 421 Total: 88,828.23

Packet: APPKT13791 - Check Run 10.15.24

Check Date: 10/4/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 423 Oasis					
V040	ODP Business Solutions				
APMWB	Check	387622987001	Office Supplies - PD	001-423.1153.68400	6.76
		387814030001	Office supplies-PD	001-423.1153.68400	19.99
		387622987001	Office Supplies - PD	001-423.1153.68400	456.87
VEN02102	Stevens, Randi M.				
APMWB	Electronic Funds Transf	907	VSU Support Group - July	001-423.1153.68400	699.00
		908	VSU Support Group - August	001-423.1153.68400	715.00
		909	VSU Support Group - September	001-423.1153.68400	736.00
Dept 423 Total:					2,633.62
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	384399643001	Office Supplies-Legal	001-424.0000.63040	187.17
		385323360001		001-424.0000.66060	304.45
Dept 424 Total:					491.62
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0179518	PD Fuel	001-427.0000.64030	271.21
K08222	Kootenai Animal Hospital				
APMWB	Check	887998884b	Animal Control Vaccinations	001-427.0000.62040	87.05
Dept 427 Total:					358.26
Dept: 431 Streets					
VEN05261	CDA PAVING				
APMWB	Check	99605	Dumping Clean concrete	001-431.0000.68130	22.20
G098	Grainger				
APMWB	Check	9228537990	Water based Cleaner Degreaser	001-431.0000.68130	1,490.58
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-588393	2024 Durapatcher Oil	001-431.0000.68090	403.00
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22418.00-3	PW Operations Center Planning, June Invoice	001-431.0000.62040	14,792.50
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19451	36" Yield Sign	001-431.0000.63260	132.00
		19452	RRFB concrete anchors	001-431.0000.68140	825.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	997935	Pothole patching on Bogie	001-431.0000.68090	2,048.84
		1000313	Asphalt for Spokane Street pothole repair	001-431.0000.68130	282.88
		1000016	Asphalt for Patching Greensferry Rd	001-431.0000.68130	549.44
		Spokane St. Rehab	Spokane St. Rehab Interstate Pay App #1	001-431.1811.95040	176,956.24
VEN01774	M.S. Industries Inc				
APMWB	Check	310736	18" Pro Laser Weld 12MM Tseg	001-431.0000.68130	660.00
VEN14930	National Safety Inc				
APMWB	Check	0737223-IN	Uniform items - Justin's Shirts	001-431.4000.72000	44.80
R251	Serights Ace Hardware				
APMWB	Check	359593/1	Pop-up Sprinkler	001-431.0000.68130	25.16
		359389/1	propane	001-431.0000.68130	8.40
		359534/1	5G buckets	001-431.0000.68130	10.06
		359627/1	Propane	001-431.0000.68130	29.40
T090	Thorco, Inc.				
APMWB	Check	1795388	Spokane St. Rehab Thorco Invoice 1795388	001-431.1811.95040	1,449.39
VEN11816	TraffiCalm Systems				
APMWB	Check	16981TC	New RRFB	001-431.0000.81505	14,163.52
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-025	Spokane St Rehab Welch Invoice August 20	001-431.1811.95040	8,221.05
Dept 431 Total:					222,114.46

Dept: 433 Facility Maintenance

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transfr	1405018	August 2024 background checks	001-433.0000.62080	39.99
				Dept 433 Total:	39.99
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4205956149	Fleet Laundry & Rug Service	001-434.0000.63160	67.37
C0790	Cobalt Truck Equipment				
APMWB	Check	SR11472	Sublet Repair to S224	001-434.0000.67170	1,985.99
G098	Grainger				
APMWB	Check	9228537990	Water based Cleaner Degreaser	001-434.0000.63011	260.85
				001-434.0000.63012	260.85
				001-434.0000.63013	223.59
VEN08532	Kootenai Truck & Auto Repair				
APMWB	Check	51051	Sublet Repair - S216	001-434.0000.67170	2,246.89
		51001	Sublet Service - S215	001-434.0000.67170	2,123.81
		51059	Sublet Service - S222	001-434.0000.67170	1,866.36
		50980	Sublet Repair of S211	001-434.0000.67170	1,835.11
		51022	Sublet Service for S210	001-434.0000.67170	1,508.41
VEN14015	Midway Hyundai				
APMWB	Check	44836	Filter & lug nuts - A120	001-434.0000.63013	69.41
N001	Napa Auto Parts				
APMWB	Check	3688-311522	Filters - stock	001-434.0000.63011	22.21
		3688-312546	Oil & Cab Filters	001-434.0000.63011	301.47
		3688-311975	Air Brake Dryer repair kit	001-434.0000.63011	42.99
		3688-312096	Spark Plug - Sign Shop Generator	001-434.0000.63011	3.87
		3688-312006	Hour Tachmeter - P454	001-434.0000.63012	40.16
		3688-310599	Core Deposit refund from 3688-310520	001-434.0000.63013	-18.00
		3688-312558	Bit Set	001-434.0000.67090	99.99
P180	Perfection Tire				
APMWB	Check	1079759	Flat repair - sign trailer	001-434.0000.67210	119.67
VEN04570	Premier Vehicle Installation, Inc				
APMWB	Check	44452	Up-fit parts for PFPD168 (replacment)	001-434.0000.90010	3,647.33
R060	Ragan Equipment Co.				
APMWB	Check	01-147132	Caster Lock Lever	001-434.0000.63012	114.60
R251	Serights Ace Hardware				
APMWB	Check	359348/1	Paint 1G	001-434.0000.68010	34.19
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P48871	Marker Lamp - Orange - S555	001-434.0000.63011	254.90
		027P50239	Retro INTERNAL Check Kit - S215	001-434.0000.63011	109.99
				Dept 434 Total:	17,222.01
Dept: 441 Urban Forestry					
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19522	48 x 48 Aluminum Sign Blanks	001-441.0000.67010	150.00
VEN05363	North 40 Outfitters				
APMWB	Check	048248/E	Welding & Drilling Tools	001-441.0000.67090	140.78
R251	Serights Ace Hardware				
APMWB	Check	359320/1	Construction Adhesive	001-441.0000.67090	32.37
				Dept 441 Total:	323.15
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2279613	Gloria Matye	001-442.0000.63760	307.00
VEN14763	Hidden Rivers, Inc				
APMWB	Check	Pay App 2	Cemetery Road Frontage Project	001-442.0000.62000	5,234.50
		Pay App 3		001-442.0000.62000	8,598.32
L109	Lowe's Credit Services				
APMWB	Check	969397243	Fridge/storage	001-442.0000.67090	260.28
V040	ODP Business Solutions				
APMWB	Check	384546402001	Office Supplies-Cemetery	001-442.0000.63060	20.89

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	384547708001	Office Supplies-Cemetery	001-442.0000.63060	103.75
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	106695	Logo for Uniforms	001-442.4000.72000	16.50
R251	Serights Ace Hardware				
APMWB	Check	572328/1	concrete	001-442.0000.68170	352.24
VEN02035	Staples, Inc				
APMWB	Check	6013140923	Office Supplies-Cemetery	001-442.0000.63060	96.76
W140	Western Equipment Distributors				
APMWB	Check	INV047305	Sweeper belt	001-442.0000.67020	180.73
VEN07745	Wilbert Funeral Services				
APMWB	Check	mm318972	St. Dennis	001-442.0000.63760	192.00
		mm31974	Jibby	001-442.0000.63760	192.00
		mm31973	Donald Nulph	001-442.0000.63760	192.00
		mm30552	vase meech	001-442.0000.63760	94.00
		mm31971	Hanley Theresa	001-442.0000.63760	192.00
		mm31976	Marj Bald	001-442.0000.63760	192.00
		mm30457	blank tree plaque	001-442.0000.63760	216.00
		mm31354	J R Lunsford	001-442.0000.63760	192.00
		INV0148886	Hoogland Memorial	001-442.0000.63760	1,829.00
		mm31390	Miller NP	001-442.0000.63760	240.00
		INV0148848	Meech memorial	001-442.0000.63760	1,905.00
		mm31376	Ronald Lunsford	001-442.0000.63760	192.00
W230	Wilbert Precast Inc.				
APMWB	Check	INV0148827	Grave boxes	001-442.0000.63420	3,660.00
Dept 442 Total:					24,458.97
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I45430	4th Street Trailhead Portable	001-443.0000.65050	105.00
		I45438	Skate Park Portable	001-443.0000.65050	105.00
		I45473	Hilde Kellogg Portable	001-443.0000.65050	105.00
		I45474	Tennis Courts Portable	001-443.0000.65050	105.00
		I45475	Upper Corbin Portable	001-443.0000.65050	105.00
		I45477	Warren Playfield Portable	001-443.0000.65050	105.00
		I45488	Garden Portable	001-443.0000.65050	105.00
		I45513	Singing Hills Portable	001-443.0000.65050	156.54
		I45432	Corbin Portable	001-443.0000.65050	183.00
		I45478	The Landing Portable	001-443.0000.65050	105.00
		I45431	Black Bay Portable	001-443.0000.65050	78.00
		I45476	Woodbridge Portables	001-443.0000.65050	183.00
		I45875	Prost Portable Restrooms	001-443.0000.65050	635.00
		I45494	Q'emiln Portables	001-443.0000.65050	210.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	220689-8	Q'emiln Well Improvement Planning	001-443.1658.62330	5,090.10
VEN14428	Asphalt Pros USA				
APMWB	Electronic Funds Transf	504	Stripe existing parking at Q'emiln	001-443.0000.68111	1,423.00
		503	Stripe new layout at Q'emiln	001-443.0000.68111	425.00
VEN04987	Basin Sod, Inc.				
APMWB	Check	44836-TL	Sod for Woodbridge	001-443.0000.68180	4,200.00
B120	Big Country Communications				
APMWB	Check	22338	Radio & install for truck	001-443.0000.63080	960.60
		22337	Radio for new truck	001-443.0000.63080	960.00
		22339	Radio & install for trucks	001-443.0000.63080	960.60
VEN14100	Bulldog Seamless Rain Gutters LLC				
APMWB	Check	2024-0920	Gutters for Community Garden Building	001-443.1667.63009	936.00
VEN05261	CDA PAVING				
APMWB	Check	99856	Earthfill Disposal for Woodbridge	001-443.0000.94180	475.75
		99919		001-443.0000.94180	157.50
		99920	Concrete Disposal for Woodbridge	001-443.0000.94180	148.50
C180	Central Pre Mix Concrete				
APMWB	Check	3840851	Rebar for Community Forest	001-443.0000.80150	36.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-40230	Canopy and hardware for mower	001-443.0000.66190	740.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	14164	Re-key lock at Woodbridge	001-443.0000.67030	95.00
E054	Evan Ferguson Concrete, Inc.				
APMWB	Check	1702	Replace Broken Section of Sidewalk at 4th S	001-443.0000.68170	812.00
F020	Fastenal Company				
APMWB	Check	IDCOE207127	U- Bolts	001-443.0000.67030	15.09
VEN03826	FMI Equipment				
APMWB	Check	SPK-101882	Mower Parts	001-443.0000.66190	17.04
		SPK-1011881	Avant Mirror	001-443.0000.66190	118.17
G098	Grainger				
APMWB	Check	9261088166	First Aid Kits for Trucks	001-443.0000.63110	170.52
		9259626373	Surface Protection Film for Cleaning	001-443.0000.63150	216.54
		9255318389	Sureweld Electrodes for Parks	001-443.0000.67030	25.80
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	C16333	Water Assessment for Q'emiln	001-443.0000.65110	25.00
L109	Lowe's Credit Services				
APMWB	Check	978161	Tools for Construction	001-443.0000.67090	55.99
C1170	Norfolk Iron & Metal Co				
APMWB	Electronic Funds Transf	22214356	Fabrication Steel	001-443.0000.80150	114.75
VEN05363	North 40 Outfitters				
APMWB	Check	048199/E	Welder Wire Fencing for Gabion Baskets	001-443.0000.80150	149.99
N1780	North Idaho Post & Pole				
APMWB	Check	ID 55522	Treated Posts for fence repair	001-443.0000.80150	256.46
N210	Northland Nursery				
APMWB	Check	2200000058197	Plants for Spokane Street Landscaping	001-443.0000.68190	1,031.25
VEN14579	Planet Turf				
APMWB	Check	3009338	Spray nozzle for field striper	001-443.0000.66190	28.00
R060	Ragan Equipment Co.				
APMWB	Check	01-145765	Blades for Mowers	001-443.0000.66190	253.08
R1691	River City Paint & Decorating				
APMWB	Check	57416	Tape & Cammand Strips for Parks	001-443.0000.67030	117.38
		57420	Paint for Parks	001-443.0000.68160	105.90
		57393	Red Paint for South Parks	001-443.0000.68160	44.95
		57412	Painting supplies for Woodbridge	001-443.0000.68160	43.17
R1913	Rockhound Landscape Supply				
APMWB	Check	09.23.24	Bark for Spokane Street	001-443.0000.68170	395.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	106695	Logo for Uniforms	001-443.4000.72000	71.50
R251	Serights Ace Hardware				
APMWB	Check	359602/1	Garment Hooks for the Depot	001-443.0000.67030	24.78
		359779/1	Hardware for Truck	001-443.0000.67030	25.36
		359616/1	Hardware for Woodbridge	001-443.0000.67030	24.28
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	146661975-001	Irrigation Parts	001-443.0000.68230	428.00
S389	Spokane Hardware Supply				
APMWB	Check	K82358	Strike Plates for Park Restroom Doors	001-443.0000.67030	865.66
VEN10908	Sports Facilities Group, Inc				
APMWB	Check	S42517	Soccer Goals & Nets	001-443.0000.63080	13,379.44
U0010	ULINE				
APMWB	Check	182972813	Signs, Traffic Barricades and sandwich board	001-443.0000.63260	5,070.15
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	532951	Tennant Floor Buffer	001-443.0000.63150	1,448.85
		533429	Cleaning Supplies for Parks	001-443.0000.63150	1,164.86
Z026	Ziegler Lumber Co #017				
APMWB	Check	779787	Paint thinner & rollers for Parks	001-443.0000.68160	25.97
		775072	Stakes & Fencing for Woodbridge	001-443.0000.94180	60.22
Dept 443 Total:					45,478.74

Dept: 445 Recreation

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transfr	1405018	August 2024 background checks	001-445.0000.62080	2,135.67
VEN01020	Cindy Jacobs				
APMWB	Check	09.24.24	September Contractual Payment	001-445.0000.62040	88.20
N2332	Collins, Tom				
APMWB	Check	09.24.24	September Contractual Payment	001-445.0000.62040	338.80
V040	ODP Business Solutions				
APMWB	Check	389900348001	Office Supplies-Recreation	001-445.0000.63060	249.37
R996	Reiber, Crystal				
APMWB	Check	09.25.24	September Contractual Payment	001-445.0000.62040	105.00
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transfr	09.25.24	September Contractual Payment	001-445.0000.62040	2,403.20
Dept 445 Total:					5,320.24
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000028077-09192	(PHN Bogie SUBD-24-1	001-451.0000.62000	235.88
		0000028065-09192	(PHN Gabrio Estates ZC-24-2	001-451.0000.62000	227.79
		0000028068-09192	(PHN Landmark Place SUBD-24-3	001-451.0000.62000	308.97
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR342745	Monthly Contract Charges for HR Copier 9/1001-451.1901.66140		3.94
R251	Serights Ace Hardware				
APMWB	Check	359585/1	Cleaner for notice board	001-451.0000.63060	8.99
Dept 451 Total:					785.57
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	96482	Utility Billing	001-452.0000.62040	50.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR342745	Monthly Contract Charges for HR Copier 9/1001-452.1901.66140		3.94
Dept 452 Total:					53.94
Dept: 453 Engineering					
VEN14996	Cubic ITS, Inc.				
APMWB	Check	90181976	Traffic Software	001-453.0000.66014	5,036.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR342745	Monthly Contract Charges for HR Copier 9/1001-453.1901.66140		3.94
VEN02035	Staples, Inc				
APMWB	Check	6013140922	Office Supplies-Engineering	001-453.0000.63060	373.10
Dept 453 Total:					5,413.04
Dept: 454 Community Development Admin					
VEN05893	Rotary Club of Post Falls				
APMWB	Check	4478920	Silver Corporate Membership Dues	001-454.0000.62060	1,250.00
Dept 454 Total:					1,250.00
Dept: 481 Capital Improvements/Contracts					
A017	A-Tec, Inc.				
APMWB	Check	6374	Substation Camera	001-481.0000.68395	669.91
VEN14783	ClearGov Inc.				
APMWB	Electronic Funds Transfr	2024-15713	Clear Plans Renewal	001-481.0000.80330	14,400.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfr	14200	Forensic Lab Digital Keypad	001-481.0000.68395	3,266.95
VEN14850	Legacy Heating and Cooling				
APMWB	Check	20583669	PD Annual Heating Maintenance	001-481.0000.68395	1,150.00
		20587385	PD Vehicle Barn Heating Maintenance	001-481.0000.68395	650.00
		20466818	PD Bard Unit Inspection	001-481.0000.68395	337.50
		20741359	PD VAV Controller Inspection	001-481.0000.68395	243.75
Dept 410 Total:					20,718.11

Fund 001 Total: 526,790.99

Packet: APPKT13791 - Check Run 10.15.24

Check Date: 10/4/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 002 - COMPREHENSIVE LIABILITY

Dept: 410 General Government Services

I065	ICRMP						
APMWB	Check		02152-2025-1	10/1/2024 to 09/30/2025 Annual Premium	002-410.0000.62290	426,424.00	

Dept 410 Total: 426,424.00**Fund 002 Total:** 426,424.00**Fund:** 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN14039	OneBridge						
APMWB	Check		INV-3308	October 2024 Admin Fees	003-482.4155.71210	150.00	

VEN14886	Ready Rebound, Inc						
APMWB	Check		2925	Ready Rebound Annual Service PD	003-482.0000.73010	10,763.00	

			2928	Annual Service Agreement PW	003-482.0000.73010	3,000.00	
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A6000	Rehn & Associates, Inc.						
APMWB	Check		INV-00204575	Sept 2024 COBRA letters	003-482.0000.62160	112.00	

Dept 482 Total: 14,025.00**Fund 003 Total:** 14,025.00**Fund:** 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

VEN14265	Naval Surface Warfare Center, Crane Division- US Treasury						
APMWB	Check		N00164LE1139-24	Annual Night Vision Goggles Fee	007-425.0000.67020	1,800.00	

Dept 425 Total: 1,800.00**Fund 007 Total:** 1,800.00**Fund:** 011 - FACILITY BUILDING RESERVE

Dept: 491 Facility Building Reserve

VEN08973	Dardan Enterprises, Inc						
APMWB	Check		City Hall Remodel P	City Hall Remodel Pay App #3 September 20	011-491.1801.93163	86,934.29	

Dept 491 Total: 86,934.29**Fund 011 Total:** 86,934.29**Fund:** 023 - SPECIAL EVENTS

Dept: 446 Special Events

S050	Saturday Night Inc.						
APMWB	Electronic Funds Transf		106442	Shoes & Brews Shirts	023-446.1664.63000	2,065.15	

Dept 446 Total: 2,065.15**Fund 023 Total:** 2,065.15**Fund:** 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf		41354180-004	Impact Fee Update	035-420.0000.80300	5,470.54	

Dept 420 Total: 5,470.54**Fund 035 Total:** 5,470.54**Fund:** 037 - STREETS IMPACT FEES

Dept: 431 Streets

W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf		41354180-004	Impact Fee Update	037-431.0000.80300	5,470.54	

Dept 443 Total: 5,470.54

Fund 037 Total: 5,470.54

Packet: APPKT13791 - Check Run 10.15.24

Check Date: 10/4/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN13635	Big Sky ID, Corp						
APMWB	Check		Pay App 5	Black Bay Phase 1	038-443.0000.94070	265,148.08	
VEN14069	Michael Terrell- Landscape Architecture, PLLC						
APMWB	Check		6033	Quarry (Sports Complex) Phase 1	038-443.0000.94230	15,868.33	
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfr	41354180-004		Impact Fee Update	038-443.0000.80300	5,470.55	
						Dept 443 Total:	286,486.96
						Fund 038 Total:	286,486.96

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A424	Anatek Labs, Inc.						
APMWB	Check		2423554	ALK Compliance Testing	650-463.0000.68360	740.00	
			2424008	Surface Water	650-463.0000.68360	615.00	
VEN14736	Cintas Corporation No. 3						
APMWB	Check		4205956439	WWTP Uniforms	650-463.4000.72000	175.38	
G098	Grainger						
APMWB	Check		9257037037	CONCRETE ANCHOR,PERMANENT SAFE	650-463.0000.63110	273.30	
H030	Hach Company						
APMWB	Check		14198221	Hach Lab Supplies	650-463.0000.63400	1,773.28	
K0037	K & N, and Impel Company						
APMWB	Electronic Funds Transfr	0141985		Recondition Mixer Motor	650-463.0000.68025	18,369.68	
VEN04172	Northwest Scientific, Inc.						
APMWB	Electronic Funds Transfr	5183454		Sample Cells 5cm	650-463.0000.63400	2,191.89	
V040	ODP Business Solutions						
APMWB	Check		389833036001	Office Supplies-Water/WW	650-463.0000.63060	207.95	
R251	Serights Ace Hardware						
APMWB	Check		359522/1	Ice Packs for Lab, Loctite glue, Duct Tape	650-463.0000.63400	102.01	
U1006	Univar Solutions USA, LLC						
APMWB	Check		52447814	Polymer	650-463.0000.63480	8,135.20	
						Dept 463 Total:	32,583.69

Dept: 466 Wastewater - Collections

VEN14736	Cintas Corporation No. 3						
APMWB	Check		4205956439	WWTP Uniforms	650-466.4000.72000	175.39	
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transfr	0177238		Highlands Montrose LS Standby Power Upgr	650-466.3104.68400	687.00	
VEN05363	North 40 Outfitters						
APMWB	Check		048246/E	Service Truck Supplies	650-466.0000.67090	440.22	
B100	Owen Equipment Company						
APMWB	Check		00130662	Switch Micro	650-466.0000.67170	600.74	
VEN14989	VEGA Americas, Inc						
APMWB	Check		621072	Transducer for Corbin LS	650-466.3104.68400	1,693.61	
						Dept 466 Total:	3,596.96

Dept: 468 Wastewater - Surface Water

W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfr	41354170-008		6th Ave Stormwater	650-468.3238.95520	11,548.75	
						Dept 468 Total:	11,548.75
						Fund 650 Total:	47,729.40

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

A293	Allwest Testing & Engin., LLC						
APMWB	Check		238094	Tertiary Upgrade Allwest Invoice September	651-463.3213.90015	364.00	

Dept 463 Total: 364.00

Fund 651 Total: 364.00

Packet: APPKT13791 - Check Run 10.15.24
Vendor Set: 01 - Vendor Set 01

Check Date: 10/4/2024

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR							
Dept: 463 Wastewater Operating							
VEN15005	Corhaven 41 LLC						
APMWB	Check			10.04.24	Refund of 12th Ave sewer surcharge fees	652-463.3308.38624	6,357.00
VEN14957	Sonray Enterprises LLC						
APMWB	Check			12th Ave FM Pay App #7	12th Ave FM Sonray Pay App #7	652-463.3228.95520	91,913.42
S580	Strata						
APMWB	Check			CD2401396-IN	Corbin LS Strata Invoice August AND Sept. 2024	652-463.3234.95520	1,628.75
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfer			41354160-07	Guy Rd LS Abandon and Sewer Welch Invoice	652-463.3232.95520	6,825.00
				41354140-011	Fisher Lift Station Relocation	652-463.3232.95520	206.00
				41354120-028	Corbin LS Welch Invoice August 2024	652-463.3234.95520	13,046.88
Dept 463 Total:							119,977.05
Fund 652 Total:							119,977.05

Fund: 700 - SANITATION

Dept: 461 Sanitation							
VEN07913	CANNON HILL						
APMWB	Check			40870	Wood Waste	700-461.0000.65050	414.00
				40926		700-461.0000.65050	525.00
K100	Kootenai County Solid Waste						
APMWB	Check			09-30289/10-85480	Fall Park Clean-up	700-461.0000.65050	11.05
				09-30289/10-82378	Wood waste from North Parks	700-461.0000.65050	10.35
				09-30289/10-85708	Park Fall Clean Up	700-461.0000.65050	7.15
Dept 461 Total:							967.55
Fund 700 Total:							967.55

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			141397	Coliform Presence/Absence	750-462.0000.68360	150.00
				141307		750-462.0000.68360	180.00
B091	BDS						
APMWB	Check			96482	Utility Billing	750-462.0000.62410	1,411.00
VEN05261	CDA PAVING						
APMWB	Check			99606	3/4" Minus Crushed Base	750-462.0000.63280	70.43
				99547	3/4" Minus Crushed Base	750-462.0000.63280	86.09
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transfer			S012074480.001	Meter Box Covers & Meter Box Extension	750-462.0000.63280	2,166.89
				S012067843.003	Water Shop Supplies	750-462.0000.63280	214.40
H215	Core & Main LP						
APMWB	Check			V670933	8" Macro	750-462.0000.63280	464.73
D070	Dell Marketing LP						
APMWB	Check			10774426534	Water Scada PC	750-462.0000.80010	1,252.36
VEN12480	Ditch Witch West						
APMWB	Check			903360	Maintenance Parts	750-462.0000.67040	72.59
G098	Grainger						
APMWB	Check			9261908439	BATTERY CHARGER,6 PORTS	750-462.0000.63280	296.24
				9261701503	CHEMICAL METERING PUMP	750-462.0000.66190	744.43
I339	Interstate Business Center						
APMWB	Check			9.2024	2024 Interstate Business Center Water Dept	750-462.0000.62060	79.28
L060	Les Schwab Central Billing Dep						
APMWB	Check			10501019414	Flat Tire Repair CAT 420 F	750-462.0000.67040	92.89
V040	ODP Business Solutions						
APMWB	Check			389833036001	Office Supplies-Water/WW	750-462.0000.63060	74.23

Packet: APPKT13791 - Check Run 10.15.24
Vendor Set: 01 - Vendor Set 01

Check Date: 10/4/2024

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240121024-00	CT7 Hole Saws	750-462.0000.63280	50.05
Dept 462 Total:					7,405.61
Fund 750 Total:					7,405.61
Report Total:					1,531,911.08



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	18,000.00
	001-411.0000.62040	2,916.66
	001-412.0000.63030	398.58
	001-414.0000.62000	184.32
	001-414.0000.62040	58,886.25
	001-414.0000.62080	39.99
	001-414.0000.66042	39.29
	001-414.1445.62170	6,680.28
	001-414.1445.62190	4,118.87
	001-415.0000.62000	36.80
	001-421.0000.62040	3,147.00
	001-421.0000.62310	897.99
	001-421.0000.62370	260.00
	001-421.0000.63060	467.30
	001-421.0000.63130	75.45
	001-421.0000.64020	30,753.00
	001-421.0000.64030	5,173.98
	001-421.0000.65030	2,584.55
	001-421.0000.67020	3,006.59
	001-421.0000.67100	1,710.97
	001-421.0000.67170	1,590.00
	001-421.0000.68010	29.95
	001-421.0000.90020	38,800.00
	001-421.4000.72000	331.45
	001-423.1153.68400	2,633.62
	001-424.0000.63040	187.17
	001-424.0000.66060	304.45
	001-427.0000.62040	87.05
	001-427.0000.64030	271.21
	001-431.0000.62040	14,792.50
	001-431.0000.63260	132.00
	001-431.0000.68090	2,451.84
	001-431.0000.68130	3,078.12
	001-431.0000.68140	825.00
	001-431.0000.81505	14,163.52
	001-431.1811.95040	186,626.68
	001-431.4000.72000	44.80
	001-433.0000.62080	39.99
	001-434.0000.63011	996.28
	001-434.0000.63012	415.61
	001-434.0000.63013	275.00
	001-434.0000.63160	67.37
	001-434.0000.67090	99.99
	001-434.0000.67170	11,566.57
	001-434.0000.67210	119.67
	001-434.0000.68010	34.19
	001-434.0000.90010	3,647.33
	001-441.0000.67010	150.00
	001-441.0000.67090	173.15
	001-442.0000.62000	13,832.82
	001-442.0000.63060	221.40
	001-442.0000.63420	3,660.00
	001-442.0000.63760	5,935.00
	001-442.0000.67020	180.73
	001-442.0000.67090	260.28
	001-442.0000.68170	352.24

001-442.4000.72000	16.50	
001-443.0000.63080	16,260.64	
001-443.0000.63110	170.52	
001-443.0000.63150	2,830.25	
001-443.0000.63260	5,070.15	
001-443.0000.65050	2,285.54	
001-443.0000.65110	25.00	
001-443.0000.66190	1,156.29	
001-443.0000.67030	1,193.35	
001-443.0000.67090	55.99	
001-443.0000.68111	1,848.00	
001-443.0000.68160	219.99	
001-443.0000.68170	1,207.00	
001-443.0000.68180	4,200.00	
001-443.0000.68190	1,031.25	
001-443.0000.68230	428.00	
001-443.0000.80150	557.20	
001-443.0000.94180	841.97	
001-443.1658.62330	5,090.10	
001-443.1667.63009	936.00	
001-443.4000.72000	71.50	
001-445.0000.62040	2,935.20	
001-445.0000.62080	2,135.67	
001-445.0000.63060	249.37	
001-451.0000.62000	772.64	
001-451.0000.63060	8.99	
001-451.1901.66140	3.94	
001-452.0000.62040	50.00	
001-452.1901.66140	3.94	
001-453.0000.63060	373.10	
001-453.0000.66014	5,036.00	
001-453.1901.66140	3.94	
001-454.0000.62060	1,250.00	
001-481.0000.68395	6,318.11	
001-481.0000.80330	14,400.00	
Fund 001 Total:	526,790.99	
002 - COMPREHENSIVE LIABILITY		
002-410.0000.62290	426,424.00	
Fund 002 Total:	426,424.00	
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62160	112.00	
003-482.0000.73010	13,763.00	
003-482.4155.71210	150.00	
Fund 003 Total:	14,025.00	
007 - DRUG SEIZURE PROGRAM		
007-425.0000.67020	1,800.00	
Fund 007 Total:	1,800.00	
011 - FACILITY BUILDING RESERVE		
011-491.1801.93163	86,934.29	
Fund 011 Total:	86,934.29	
023 - SPECIAL EVENTS		
023-446.1664.63000	2,065.15	
Fund 023 Total:	2,065.15	
035 - PUBLIC SAFETY IMPACT FEES		
035-420.0000.80300	5,470.54	
Fund 035 Total:	5,470.54	
037 - STREETS IMPACT FEES		
037-431.0000.80300	5,470.54	
Fund 037 Total:	5,470.54	
038 - PARKS IMPACT FEES		
038-443.0000.80300	5,470.55	
038-443.0000.94070	265,148.08	
038-443.0000.94230	15,868.33	
Fund 038 Total:	286,486.96	
650 - RECLAIMED WATER OPERATING		
650-463.0000.63060	207.95	

650-463.0000.63110	273.30
650-463.0000.63400	4,067.18
650-463.0000.63480	8,135.20
650-463.0000.68025	18,369.68
650-463.0000.68360	1,355.00
650-463.4000.72000	175.38
650-466.0000.67090	440.22
650-466.0000.67170	600.74
650-466.3104.68400	2,380.61
650-466.4000.72000	175.39
650-468.3238.95520	11,548.75
Fund 650 Total:	47,729.40
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	364.00
Fund 651 Total:	364.00
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3228.95520	91,913.42
652-463.3232.95520	7,031.00
652-463.3234.95520	14,675.63
652-463.3308.38624	6,357.00
Fund 652 Total:	119,977.05
700 - SANITATION	
700-461.0000.65050	967.55
Fund 700 Total:	967.55
750 - WATER OPERATING	
750-462.0000.62060	79.28
750-462.0000.62410	1,411.00
750-462.0000.63060	74.23
750-462.0000.63280	3,348.83
750-462.0000.66190	744.43
750-462.0000.67040	165.48
750-462.0000.68360	330.00
750-462.0000.80010	1,252.36
Fund 750 Total:	7,405.61
Report Total:	1,531,911.08

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

9/30/2024	\$83.39	98102 AT&T Long Distance	Pay Before Due Date
9/30/2024	\$2,604.33	98103 Kootenai County Solid Waste	Pay Before Due Date
9/30/2024	\$121.98	98104 Kootenai Electric	Pay Before Due Date
9/30/2024	\$841.65	98105 Ricoh USA Inc.	Pay Before Due Date
9/30/2024	\$154.98	98106 Spectrum	Pay Before Due Date
9/30/2024	\$49.99	98107 TDS	Pay Before Due Date
9/30/2024	\$544.83	98108 Verizon Wireless	Pay Before Due Date
9/30/2024	\$1,326.88	98109 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98110 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98111 Zply Fiber	Pay Before Due Date
9/30/2024	\$89.87	98112 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98113 Zply Fiber	Pay Before Due Date
9/30/2024	\$149.33	98114 Zply Fiber	Pay Before Due Date
9/30/2024	\$71.88	98115 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98116 Zply Fiber	Pay Before Due Date
9/30/2024	\$675.00	98117 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98118 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98119 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98120 Zply Fiber	Pay Before Due Date
9/30/2024	\$122.00	98121 Zply Fiber	Pay Before Due Date

RUN 10.15.24

001-431.0000.65030

Various

Various

Various

001-442.0000.65030

001-443.0000.65030

Various

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

001-445.0000.65030

008-426.0000.65031

650-463.0000.65030

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: August Cash and Investments Report

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for August 2024. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of August in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of August, the total of investments and cash on hand was \$192,708,059.13. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of August.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

192,708,059.13

BUDGET CODE:

Various

ATTACHMENTS:

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

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 134,330.60	85.7%
	Personnel	126,235.68	102,280.94	81.0%
		<u>283,065.68</u>	<u>236,611.54</u>	83.6%
412 - INFORMATION SYSTEMS	Operating	78,225.00	88,123.00	112.7%
	Capital	-	-	0.0%
	Personnel	408,212.48	335,345.10	82.1%
		<u>486,437.48</u>	<u>423,468.10</u>	87.1%
413 - GENERAL SERVICES	Operating	25,750.00	14,083.68	54.7%
	Personnel	545,410.82	464,421.81	85.2%
		<u>571,160.82</u>	<u>478,505.49</u>	83.8%
414 - FINANCE	Operating	558,310.00	532,214.27	95.3%
	Personnel	651,585.17	579,122.36	88.9%
		<u>1,209,895.17</u>	<u>1,111,336.63</u>	91.9%
415 - CITY CLERK	Operating	50,353.00	30,072.98	59.7%
	Capital	-	-	0.0%
	Personnel	86,293.92	73,720.56	85.4%
		<u>136,646.92</u>	<u>103,793.54</u>	76.0%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	39,770.96	552.4%
	Capital	-	-	0.0%
	Personnel	152,168.84	133,268.18	87.6%
		<u>159,368.84</u>	<u>173,039.14</u>	108.6%
418 - HUMAN RESOURCES	Operating	6,450.00	13,617.27	211.1%
	Personnel	229,055.84	207,976.33	90.8%
		<u>235,505.84</u>	<u>221,593.60</u>	94.1%
421 - POLICE	Operating	1,088,447.43	1,369,196.75	125.8%
	Capital	268,000.00	135,709.78	50.6%
	Personnel	8,827,638.38	6,823,242.73	77.3%
		<u>10,184,085.81</u>	<u>8,328,149.26</u>	81.8%
423 - OASIS	Operating	4,000.00	33,877.72	846.9%
	Capital	-	18,109.00	0.0%
	Personnel	120,791.50	124,946.88	103.4%
		<u>124,791.50</u>	<u>176,933.60</u>	141.8%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	137,249.17	168.3%
	Capital	-	-	0.0%
	Personnel	966,606.62	752,319.92	77.8%
		<u>1,048,156.62</u>	<u>889,569.09</u>	84.9%
427 - ANIMAL CONTROL	Operating	16,250.00	8,565.93	52.7%
	Personnel	196,579.03	170,480.82	86.7%
		<u>212,829.03</u>	<u>179,046.75</u>	84.1%
431 - STREETS	Operating	2,086,266.00	1,049,146.68	50.3%
	Capital	6,545,637.00	1,630,651.95	0.0%
	Personnel	1,576,792.45	1,220,035.48	77.4%
		<u>10,208,695.45</u>	<u>3,899,834.11</u>	38.2%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	9,024.33	46.8%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>9,024.33</u>	46.3%
433 - FACILITY MAINTENANCE	Operating	42,080.00	34,148.55	81.2%
	Capital	64,260.47	47,401.14	73.8%
	Personnel	337,784.38	263,296.97	77.9%
		<u>444,124.85</u>	<u>344,846.66</u>	77.6%
434 - FLEET MAINTENANCE	Operating	251,497.00	199,664.36	79.4%
	Capital	3,070,307.01	1,969,136.41	64.1%
	Personnel	484,534.45	351,678.01	72.6%
		<u>3,806,338.46</u>	<u>2,520,478.78</u>	66.2%
435 - -GIS	Operating	60,230.00	48,953.25	81.3%
	Personnel	193,780.63	169,630.26	87.5%
		<u>254,010.63</u>	<u>218,583.51</u>	86.1%
441 - URBAN FORESTRY	Operating	52,750.00	85,861.43	162.8%
	Capital	212,224.06	107,825.40	0.0%
	Personnel	275,303.32	237,491.25	86.3%
		<u>540,277.38</u>	<u>431,178.08</u>	79.8%
442 - CEMETERY	Operating	111,145.00	283,938.53	255.5%
	Capital	30,000.00	28,358.36	0.0%
	Personnel	241,654.51	209,053.91	86.5%
		<u>382,799.51</u>	<u>521,350.80</u>	136.2%
443 - PARKS	Operating	924,624.00	747,763.67	80.9%
	Capital	1,622,062.39	658,975.52	40.6%
	Personnel	1,434,320.84	1,216,642.11	84.8%
		<u>3,981,007.23</u>	<u>2,623,381.30</u>	65.9%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	466,649.22	189,814.77	40.7%
		<u>466,649.22</u>	<u>189,814.77</u>	40.7%
445 - RECREATION	Operating	219,814.00	235,668.51	107.2%
	Capital	-	5,534.60	0.0%
	Personnel	966,002.14	719,805.28	74.5%
		<u>1,185,816.14</u>	<u>961,008.39</u>	81.0%
451 - PLANNING & ZONING	Operating	337,419.00	18,132.04	5.4%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	376,748.90	281,192.42	74.6%
		<u>764,167.90</u>	<u>325,981.46</u>	42.7%
452 - BUILDING INSPECTOR	Operating	30,600.00	38,829.65	126.9%
	Personnel	773,410.60	677,552.49	87.6%
	Capital	-	-	
		<u>804,010.60</u>	<u>716,382.14</u>	89.1%
453 - ENGINEERING	Operating	45,100.00	22,117.85	49.0%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	803,098.02	642,859.90	80.0%
		<u>878,198.02</u>	<u>688,134.75</u>	78.4%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	34,209.97	40.2%
	Capital	-	-	0.0%
	Personnel	225,457.51	197,466.40	87.6%
		<u>310,527.51</u>	<u>231,676.37</u>	74.6%
465 - STREET LIGHTS	Operating	650,000.00	679,114.08	104.5%
		<u>650,000.00</u>	<u>679,114.08</u>	104.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	822,672.87	61.8%
	Capital	-	79,680.17	0.0%
		<u>1,331,114.00</u>	<u>902,353.04</u>	67.8%
482 - PERSONNEL POOL	Operating	4,557,500.00	4,177,708.37	91.7%
	Personnel	(263,698.14)	38,742.97	-14.7%
		<u>4,293,801.86</u>	<u>4,216,451.34</u>	98.2%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>44,972,962.47</u>	<u>31,801,640.65</u>	70.7%
002 - INSURANCE FUND	Operating	337,326.00	332,627.13	98.6%
		<u>337,326.00</u>	<u>332,627.13</u>	98.6%
003 - PERSONNEL FUND	Operating	51,800.00	28,433.11	54.9%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	4,123,775.24	88.5%
		<u>4,712,500.00</u>	<u>4,152,208.35</u>	88.1%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	42,883.41	25.5%
	Capital	-	-	
		<u>168,000.00</u>	<u>42,883.41</u>	25.5%
008 - 911 FUND	Operating	2,873,482.54	271,610.91	9.5%
	Capital	-	488,166.41	0.0%
	Personnel	83,266.04	73,549.03	88.3%
		<u>2,956,748.58</u>	<u>833,326.35</u>	28.2%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	191,524.45	0.0%
		<u>7,900,000.00</u>	<u>191,524.45</u>	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	586,672.37	12.6%
	Capital	-	-	
		<u>4,640,000.00</u>	<u>586,672.37</u>	12.6%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	25,305.28	47.9%
		<u>52,820.00</u>	<u>25,305.28</u>	47.9%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	(6,486.30)	-3.2%
	Capital	-	-	
		<u>202,500.00</u>	<u>(6,486.30)</u>	-3.2%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	733,910.15	36.7%
		<u>2,000,000.00</u>	<u>733,910.15</u>	36.7%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	45,294.12	1.9%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>45,294.12</u>	1.9%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,275,853.49	0.0%
	Capital	643,647.90	247,694.30	
		<u>3,623,647.90</u>	<u>1,523,547.79</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	10,048.94	0.0%
	Capital	2,800,000.00	1,040,931.76	37.2%
		<u>3,760,000.00</u>	<u>1,050,980.70</u>	28.0%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	15,298,842.41	10,759,548.75	70.3%
	Capital	5,345,000.00	1,129,567.39	21.1%
	Personnel	2,312,097.10	1,948,232.74	84.3%
		<u>22,955,939.51</u>	<u>13,837,348.88</u>	60.3%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	3,474,925.00	344,009.21	9.9%
	Capital	5,601,350.00	8,551,139.00	152.7%
		<u>9,076,275.00</u>	<u>8,895,148.21</u>	98.0%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	3,765,207.84	12.9%
	Operating	15,000,000.00	(7,878,750.00)	
		<u>44,135,000.00</u>	<u>(4,113,542.16)</u>	-9.3%
700 - SANITATION FUND	Operating	3,688,815.00	3,774,648.47	102.3%
		<u>3,688,815.00</u>	<u>3,774,648.47</u>	102.3%
750 - WATER OPERATING FUND	Operating	1,783,309.45	1,314,570.17	73.7%
	Capital	3,044,500.00	378,963.36	
	Personnel	952,804.40	780,010.06	81.9%
		<u>5,780,613.85</u>	<u>2,473,543.59</u>	42.8%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	775,238.98	19.2%
		<u>4,037,153.75</u>	<u>775,238.98</u>	19.2%
GRAND TOTAL		<u>\$ 167,355,302.06</u>	<u>\$ 66,955,820.42</u>	40.0%

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
8/31/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	59,208,839.85
LGIP Acct 1441	287,142.83
<u>First Financial Equity Corporation</u>	
General Accts Investments	21,747,994.64
Contingency Accts	8,969,221.95
Replacement & Reserve Accts	57,083,038.86
<u>Moreton Capital Investments</u>	
Moreton Securities	20,470,922.94
<u>Mountain West bank</u>	
Repurchase Sweep Account	24,864,369.68
Checking Account	75,003.38
<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><u>\$ 192,708,059.13</u></u>

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

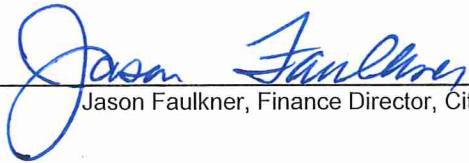


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
8/31/2024

FUND	BALANCE 07/31/2024	RECEIPTS	DISBURSEMENTS	BALANCE 08/31/2024
001 - GENERAL FUND	\$ 41,016,208.75	\$ 1,650,381.87	\$ 4,187,938.10	\$ 38,478,652.52
002 - COMPREHENSIVE LIABILITY	633,603.14	\$ 13,060.02	\$ 767.40	645,895.76
003 - PERSONNEL BENEFIT POOL	(449,330.52)	\$ 396,483.37	\$ 394,520.54	(447,367.69)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	207,950.18	\$ 2,542.27	\$ 8,352.15	202,140.30
008 - 911 SUPPORT	3,410,197.35	\$ 64,714.61	\$ 14,703.78	3,460,208.18
011 - FACILITY BUILDING RESERVE	12,173,919.67	\$ 36,394.78	\$ 106,891.47	12,103,422.98
017 - ANNEXATION FEES	1,789,472.47	\$ 26,521.35	\$ 53,333.33	1,762,660.49
023 - SPECIAL EVENTS	394,932.35	\$ 5,163.44	\$ 7,015.96	393,079.83
029 - CEMETERY CAPITAL IMPROVEMENT	505,342.35	\$ 9,570.79	\$ -	514,913.14
034 - KOOTENAI FIRE/EMS IMPACT FEES	87,631.92	\$ 44,132.62	\$ 67,013.73	64,750.81
035 - PUBLIC SAFETY IMPACT FEES	2,868,350.48	\$ 46,782.30	\$ 7,906.32	2,907,226.46
037 - STREETS IMPACT FEES	7,463,422.73	\$ 167,433.46	\$ 232,640.01	7,398,216.18
038 - PARKS IMPACT FEES	5,985,863.08	\$ 173,314.30	\$ 217,937.05	5,941,240.33
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(72,701.18)	\$ 1,257.15	\$ -	(71,444.03)
450 - LID GUARANTEE	18,365.76	\$ 47.23	\$ -	18,412.99
650 - RECLAIMED WATER OPERATING	58,079,584.06	\$ 1,642,882.05	\$ 1,879,102.45	57,843,363.66
651 - RECLAIMED WATER CAPITAL - WWTP	3,666,424.01	\$ 375,709.35	\$ 704,853.22	3,337,280.14
652 - RECLAIMED WATER CAPITAL - COLLECTOR	27,942,192.38	\$ 942,555.43	\$ 1,227,190.40	27,657,557.41
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,434,367.28	\$ 418,113.51	\$ 399,850.39	1,452,630.40
750 - WATER OPERATING	23,995,004.26	\$ 641,592.78	\$ 373,891.85	24,262,705.19
753 - WATER CAPITAL	4,939,988.44	\$ 87,452.18	\$ 213,946.66	4,813,493.96
GRAND TOTAL:	\$ 196,059,809.08	\$ 6,746,104.86	\$ 10,097,854.81	\$ 192,708,059.13

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: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Construction Improvement Agreement with Wyld, LLC for Corbin Road Utility Improvements

ITEM AND RECOMMENDED ACTION:

The Construction Improvement Agreement (CIA) between the City and Wyld, LLC allows for the construction of sanitary sewer and water within Corbin Road to service undeveloped property that is planning to develop a cottage / tiny home development. Approval authorizes the work to commence. No presentation is planned on this item.

DISCUSSION:

The Corbin Road Utility Improvement project will construct utility extensions of Sanitary Sewer and Water extensions necessary to service to properties located on N. Corbin Road between W. Cami Avenue and I-90. Construction plans for the project have been reviewed and approved by the City Engineering Division. Wyld, LLC needs to extend the utilities to property they own on the east side of Corbin Rd., south of Craig Ave. and north of Interstate 90 to facilitate development. The Construction Improvement Agreement establishes the Developers' obligations including: nature of work to be completed (approved plans), work schedule, standards for work to be completed, financial surety to ensure work is completed satisfactorily and warranty provisions. The Developer can not commence construction until a Construction Improvement Agreement is executed with the City. Upon completion and acceptance of improvements, sanitary sewer will be owned and operated by the City and water will be owned and operated by East Green Acres Irrigation District. In September 2024, Wyld, LLC received a Special Use Permit (SUP-24-4 Aspen Cottage and Tiny Home) for the development of a Cottage Home and Tiny Home on their property. Development of the Wyld property will be processed separately through the subdivision process. This project only extends the missing sanitary sewer and water connections in Corbin Road.

***Document attached. Hard copy for signature to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The City will assume responsibility for the typical operation and maintenance costs for the constructed sewer improvements upon completion of the project.

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA (Hard Copy Original to Clerk)
2. Corbin Road CIA Location Exhibit

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

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

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

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

WHEREAS, Title 18, Zoning, of the Post Falls City Code requires certain improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

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

WHEREAS, no Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS AND FEES

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

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

1.03 RELATIONSHIP OF PARTIES

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

1.04 **ENGINEER'S RELATION TO THE CITY**

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

1.05 **DEVELOPER'S RESPONSIBILITY**

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

1.06 **ALLOCATION OF LIABILITY**

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 **DISCLAIMER OF WARRANTY**

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

1.08 **NON-DISCRIMINATION**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 **COST OF DOCUMENTS**

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

1.10 **PUBLIC UTILITIES**

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

1.11 **TIME IS OF THE ESSENCE**

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

1.12 **ASSIGNMENTS**

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 **DEFAULT – CITY’S REMEDIES**

A. The City may declare the Developer to be in default:

1. 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.
3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under section 1.13.A.2, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 **NON-WAIVER**

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

1.15 **INTERPRETATION**

- A. Each document incorporated by reference here in is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 1. Documents, appendixes or sections titled "Special Provisions"
 2. Article II of this Agreement, titled "**Improvement Construction Standards and Procedures**" and Article III of this Agreement titled "**Final Acceptance of Improvements**".
 3. Article I of this Agreement titled "**General Provisions**".
 4. Any other documents incorporated by reference herein.

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

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

1.17 **AMENDMENT**

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

1.18 **JURISDICTION – CHOICE OF LAW**

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

1.19 **SEVERABILITY**

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

1.20 **INTEGRATION**

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

1.21 **DEFINITIONS**

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

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained and operated by a private utility or by a private owner or owner's association.
- C. "City" for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

- D. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- E. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 **APPROVALS AND CONSENTS**

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

1.23 **ATTORNEY FEES**

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

2.02 **PERFORMANCE GUARANTY**

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.03, 2.04 and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

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

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

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

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

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

2.03 **PERFORMANCE BOND**

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 **ESCROW**

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.05 **LETTER OF CREDIT**

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

2.06 **PREREQUISITES OF CONSTRUCTION**

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

2.07 **ENGINEER**

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

2.08 **PLANS AND SPECIFICATIONS**

- A. The Developer shall submit to the city, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

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

2.09 **QUALITY CONTROL PROGRAM**

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

2.10 **WORK SCHEDULE**

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 **MATERIALS**

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with city standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

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

2.13 **PLACEMENT OF UTILITIES**

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

2.14 **WORK IN RIGHTS-OF-WAY**

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

2.15 **SURVEYOR**

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

2.16 **REQUIRED REPORTING**

A. *Quality Control*

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

B. *Construction Progress*

If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. *Surveys*

The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. *Well Logs/Test Hole Logs*

The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results and construction quality control data as indicated with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.19 **STOP WORK ORDERS**

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

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

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

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

2.22 **OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE**

- A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.

- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the city or other responsible public agency or have been completed as required by this Agreement.

2.23 **TIME**

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 **PREREQUISITES TO ACCEPTANCE**

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

3.02 **SURVEY MONUMENTS AND AS-BUILT DRAWINGS**

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

3.03 **CERTIFICATE OF COMPLIANCE**

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.15F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 **CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS**

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

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

The Developer shall convey to the city any easement, rights-of-way, or other property interest necessary to allow access to the city improvements to operate, maintain or repair the City improvements. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 **INSPECTION**

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

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

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

3.08 **DEVELOPER'S WARRANTY**

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

3.09 **WARRANTY GUARANTY**

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05, determined by the following table:

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

3.10 **CITY'S REMEDIES UNDER WARRANTY**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 **CONDITIONS OF REIMBURSEMENT**

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

3.12 **AUTHORITY**

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

DEVELOPER

Wyld, LLC
Noah Stam - Member
821 E. Young Ave.
Coeur D'Alene, ID 83814
(208) 446-4506

CITY

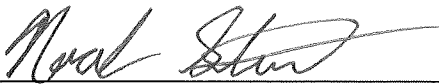
City of Post Falls
Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: 

ATTEST:

WITNESS:

City Clerk


Print Name: Angela L. Owens

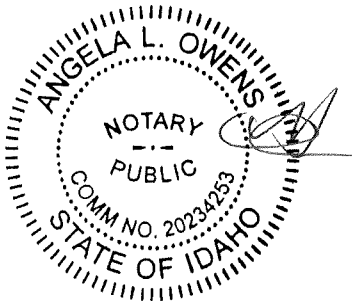
ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHEMNT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	ENGINEER OF RECORD DECLARATION
APPENDIX V:	ENGINEER OF RECORD CERTIFICATION
APPENDIX VI:	CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
APPENDIX VII:	STREET LIGHT FEES (1 YEAR)
APPENDIX VIII:	IRRIGATION SYSTEMS
APPENDIX IX	STREET TREE CASH IN LIEU OF INSTALLATION

**DEVELOPER
ACKNOWLEDGMENT**

STATE OF Idaho)
) ss
County of Kootenai)

On this 2nd day of October 2024, before me, a Notary Public for the State of Idaho, personally appeared Noah Stam, the Developer of Corbin Road Utility Improvement Plan, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

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





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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared **Ronald 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:_____

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Corbin Road Utility Improvements

Developer to submit legal property description and reduced site plan.

- Corbin Road rights-of-way from W. Cami Avenue to I-90.

ATTACHMENT "A"

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

Wyld, LLC

FOR

Corbin Road Utility Improvements

- ☐ Street surfacing or infill paving
- ☐ Monumentation
- ☐ Electric
- ☐ Curbs and gutters
- ☐ Street lighting
- ☐ Gas
- ☐ Sidewalks
- ☐ Telephone
- ☐ Drainage
- ☐ Street signs
- ☐ Cable TV
- ☐ Water
- ☐ Landscaping (Swales)
- ☐ Sanitary Sewer
- ☒ Improvements shown on construction plans referenced within Appendix I to this Agreement.
- ☐ Other - as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Corbin Road Utility Improvements

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

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 435,763.50
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 64,200.00**
3. Other improvements for which bonding are required: **\$ -0-**
4. Street trees within public right-of-way: **\$ -0-**
5. Total cost of improvements: **\$ 499,963.50**
6. Warranty amount: **\$ 49,996.35**

ATTACHMENT "C"

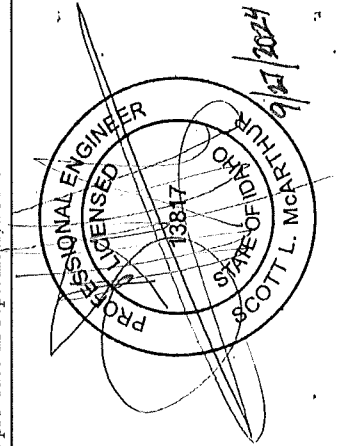
ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Corbin Road Utility Improvements

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

ATTACHMENT "C-1"

Engineers Estimate of Probable Costs					
CORBIN ROAD IMPROVEMENTS					
City of Post Falls, Idaho					
Updated September 27, 2024					
1	Mobilization	1 LS	\$ 35,000.00	/LS	\$ 35,000.00
2	Traffic Control	1 LS	\$ 16,250.00	/LS	\$ 16,250.00
3	Demolition/Disposal of Existing Corbin Road	1 LS	\$ 25,760.00	/LS	\$ 25,760.00
4	8" Sanitary Sewer Main (14' depth) - Includes City Requested 4" Services	161 LF	\$ 295.80	/LF	\$ 47,623.80
5	Sanitary Sewer Manhole (14' depth)	2 EA	\$ 9,360.00	/EA	\$ 18,720.00
6	8" Sanitary Sewer Main (11' depth) - Includes City Requested 4" Services	317 LF	\$ 201.60	/LF	\$ 63,907.20
7	Sanitary Sewer Manhole (11' depth)	2 EA	\$ 5,904.00	/EA	\$ 11,808.00
8	8" SDR35 PVC Sanitary Sewer Main (7' - 11' depth) - Includes City Requested 4" Services	388 LF	\$ 149.40	/LF	\$ 57,967.20
9	Sanitary Sewer Manhole (7' - 11' depth)	1 EA	\$ 5,088.00	/EA	\$ 5,088.00
10	8" SDR35 PVC Sanitary Sewer Main (to site)	30 LF	\$ 58.38	/LF	\$ 1,751.40
11	8" SDR35 PVC Sanitary Sewer Main (to site)	112 LF	\$ 45.60	/LF	\$ 5,107.20
12	Replace 8" C900 PVC Water Main and Appurtenances /Reconnect eight (8) Services	1 LS	\$ 30,552.00	/LS	\$ 30,552.00
13	Replace 6" C900 PVC Water Main and Appurtenances /Reconnect two (2) Services	1 LS	\$ 19,320.00	/LS	\$ 19,320.00
14	8" RSGV / 8" C900 PVC Water Main / Temporary Blow-Off	1 LS	\$ 14,328.00	/LS	\$ 14,328.00
15	2" HMA/4" Crushed Base / Subgrade	2,426 SY	\$ 56.28	/SY	\$ 136,525.58
16	Stormwater Swale (Excavation, Topsoil, Seeding)	1 LS	\$ 3,025.00	/LS	\$ 3,025.00
17	Standard Curb and Gutter	156.5 LF	\$ 28.25	/LF	\$ 4,421.13
18	Drainage Curb Inlet	2 EA	\$ 92.00	/EA	\$ 184.00
19	18' (Wide) Driveway Approach	1 EA	\$ 2,625.00	/EA	\$ 2,625.00
Engineers Estimated Costs:					\$ 499,963.50
Notes					
1. Engineers Estimate based on contractor provided bidding numbers provided in September, 2024.					



ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Corbin Road Utility Improvements

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

ATTACHMENT "D"

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

Wyld, LLC

FOR

Corbin Road Utility Improvements

CONSTRUCTION DRAWINGS

Plans Titled: **Corbin Road Utility Improvement Plan**

Dated: **9/30/24**

By: **Scott McArthur, P.E.**

Sheets 1 through **13**.

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

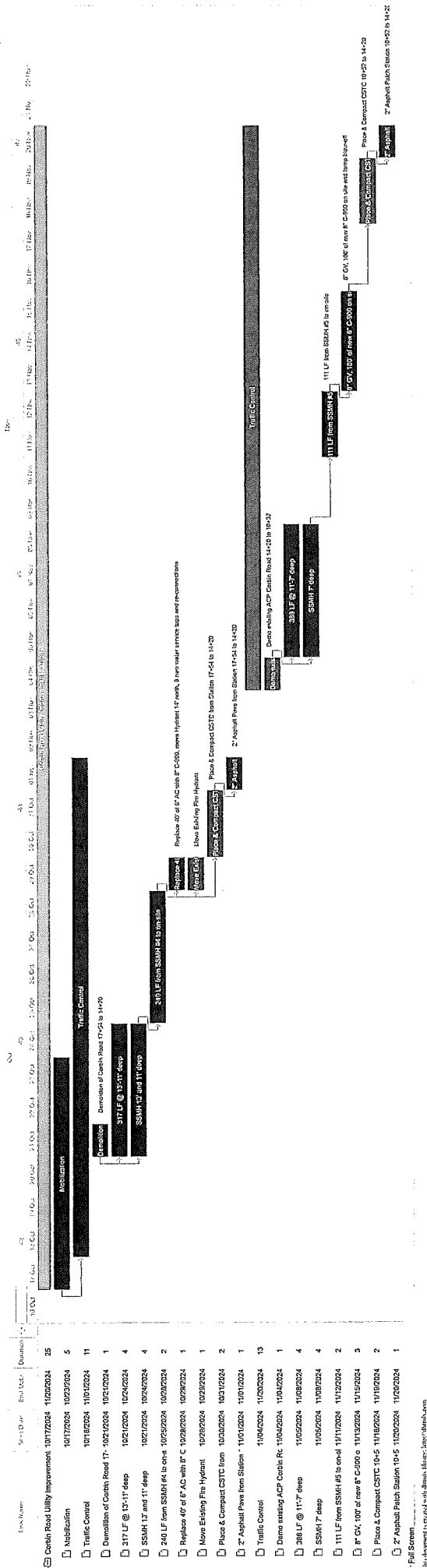
Wyld, LLC

FOR

Corbin Road Utility Improvements

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



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

Wyld, LLC

FOR

Corbin Road Utility Improvements

ENGINEERING SERVICES FEE SUMMARY

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

Utility ROW		\$ 100.00	LS	\$ -	1	\$ 100.00
Commercial ROW		\$ 350.00	LS	\$ -		-
Residential ROW		\$ 150.00	LS	\$ -		-
Utility Trench	1-200'	\$ 250.00	LS	\$ -		-
	201-400'	\$ 350.00	LS	\$ -		-
	401-600'	\$ 400.00	LS	\$ -		-
	601-800'	\$ 450.00	LS	\$ -		-
	Over 800	\$ 0.85	per ft	\$ -	1008	\$ 856.80
C&G		\$ 0.60	per ft	\$ 150.00	156.5	\$ 243.90
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	18	\$ 160.80
Swales		\$ 0.20	per ft^2	\$ 150.00	370	\$ 224.00
Drywells		\$ 60.00	Each	\$ -		-
Pavement		\$ 0.50	per yd ^2	\$ 150.00	2426	\$ 1,363.00
Water Pressure Test		\$ 120.00	per Test	\$ -		-
Sewer Pressure Test		\$ 120.00	per Test	\$ -	5	\$ 600.00
Street Tree Inspection		\$ 40.00	per Tree	\$ -		-
Total						\$ 3,548.50

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

Wyld, LLC

FOR

Corbin Road Utility Improvements

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Scott McArthur, P.E.

ENGINEERING FIRM: McArthur Engineering

ADDRESS: P.O. Box 2488

CITY: Post Falls STATE: Idaho ZIP: 83877

PHONE NO.: (208) 446-3307

E-MAIL ADDRESS: scott@mcArthur-eng.com

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

Wyld, LLC

FOR

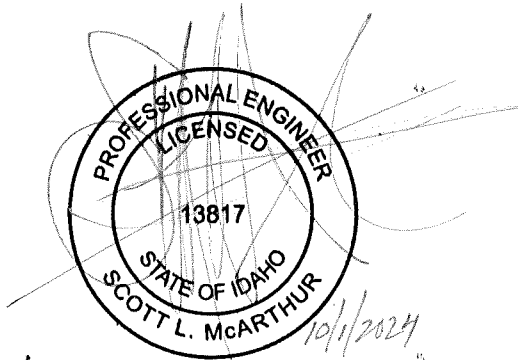
Corbin Road Utility Improvements

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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



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

Wyld, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: _____ **N/A**

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

Wyld, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u>N/A</u>
Capitalization Fee Based Upon Service Line Size	\$ <u></u>
Total Irrigation Connection Fee	\$ <u></u>

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

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

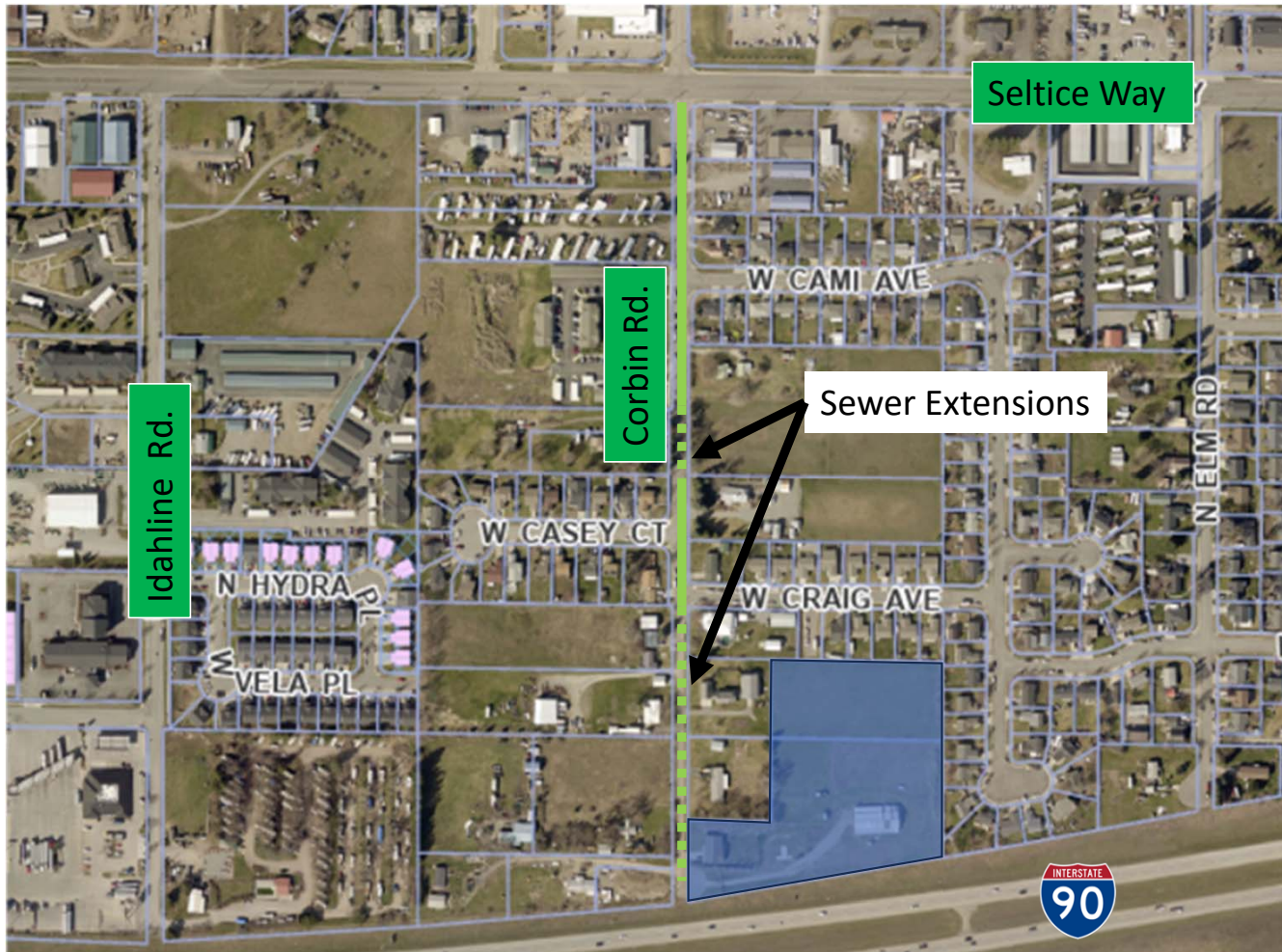
Wyld, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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



Corbin Road – Construction
Improvement Agreement (CIA)

— Existing Sewer

... Proposed Sewer

■ SUP-24-4

Project Location – Corbin Rd. CIA

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Agreement for Private Improvement at Highlands Water Reservoir

ITEM AND RECOMMENDED ACTION:

Staff requests the City Council authorize an agreement with Highlands Park Estates Residents to install a park bench and landscaping on city property at no cost to the city. No presentation is planned for this item.

DISCUSSION:

Representatives for the Highland Park Estates Residents desire to construct, at their expense, a park bench and landscape curbing in an area of city-owned property. The property, located at 4515 East Inverness Drive, is within the Highlands Subdivision near the intersection of Inverness Drive and North Chisholm Court. The property is predominately used by the Water Division for the Highlands Reservoir water storage tanks and booster station. The improvements, as shown in the attached exhibit, are proposed for an area of the property which is publicly accessible and not used by the Water Division.

The attached agreement is needed to grant access to the property for the purposes of constructing the improvements and ensures the interests of both parties, such as insurance coverage, are accounted for during and after completion of the improvements. Upon completion, the improvements will become the property of the City and available for use by all members of the public.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No City funds will be used.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Highlands Agreement new doc 2024-09-27 07.37.57
2. Highlands Exhibit new doc 2024-04-05 14.44.44

AGREEMENT FOR PRIVATE IMPROVEMENT: HIGHLANDS PARK

This Agreement for Private Improvement ("Agreement") is made this ____ day of September, 2024 ("Effective Date"), by and between the City of Post Falls, a municipal corporation organized under the laws of the State of Idaho ("City"), and Louis A. Burkhartsmeier and Robert R. Lechot d/b/a Highland Park Estates Residents ("Highlands").

RECITALS

WHEREAS, the City owns real property located at 4515 E. Inverness Drive, Post Falls, Idaho ("Property") which is utilized for public purposes including storage of water tanks and infrastructure; and

WHEREAS, Highlands is an unincorporated association of homeowners who own real property in the Highlands subdivision, located adjacent to the City's Property; and

WHEREAS, Highlands desires to make certain improvements to the City's property as generally depicted in Exhibit A attached hereto by installing landscaping and a bench ("Improvements") at Highlands' cost; and

WHEREAS, the City desires to allow Highlands to perform the construction and installation of such improvements and desires to accept them subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Permission to Improve.

City hereby grants to Highlands permission to construct the Improvements on the Property including the landscaping and bench as generally depicted in the plans attached hereto as Exhibit A.

2. Compliance with Laws and Regulations.

Highlands agrees to comply with all applicable federal, state, and local laws, ordinances, regulations and codes in the construction of the Improvements.

3. Construction Standards.

All Improvements shall be constructed in a good and workmanlike manner in general conformance with the plans set forth in Exhibit A. Highlands will ensure that during the

construction and/or installation of the Improvements that the Property is kept and maintained in an orderly manner and shall ensure that such construction does not interfere or impede the City's regular access to and operation of the City's existing infrastructure improvements on the Property. Highlands shall coordinate and communicate its construction timelines and schedules with the City to eliminate potential conflicts or delays.

4. Inspection.

City retains the right inspect the Improvements at any time during construction to ensure compliance with the terms of this Agreement.

5. Completion of Improvements.

Upon completion of Improvements Highlands will notify the City in writing. The City will then have ten (10) days to inspect the Improvements to ensure they are in accordance with this Agreement.

6. Acceptance/Maintenance.

Upon satisfactory inspection at its sole discretion, the City may accept the Improvements. After acceptance by the City, Highlands will have no further duties, rights or obligations to construct, improve or maintain said Improvements and the City will have the sole right to maintain the Property. After acceptance, the parties expressly recognize that the City has no duty or obligation to maintain, repair or permit said Improvements to remain and may in its sole discretion maintain or dispose of the same as it sees fit. Highlands will have no additional claim, right or interest in the Improvements after construction and acceptance of the same by the City and Highlands specially relinquishes, donates and abandons any and all property interests in the same.

7. Indemnification.

Highlands hereby indemnifies, saves and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, and/or judgments for damages, expenses, and/or injury to any person or property caused or incurred by or as the result of its performance of or failure to perform any work or service under or related to the Agreement.

8. Waiver.

Highland hereby waives and releases, on behalf of Highland and Highland's employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Highland now has or may hereafter have against the City of Post Falls and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of the performance of any work or service under or related to the Agreement.

9. Insurance.

Highlands will maintain insurance coverage in the amount of One Million Dollars (\$1,000,000) during the term of this Agreement naming the City as an additional insured and provide proof of such insurance upon request. In the event Highlands employs outside contractors to construct the Improvements, Highlands shall provide to the City a copy of such contractors' current general liability insurance policy providing coverage of at least One Million Dollars (\$1,000,000) and naming the City as an additional insured.

10. Termination.

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. If terminated prior to completion of construction, Highlands will restore the Property to its original condition, unless otherwise agreed by the City. In any event, this Agreement shall terminate upon acceptance of the Improvements by the City.

11. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

13. Amendments.

This Agreement may be amended only by a written instrument executed by both parties.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

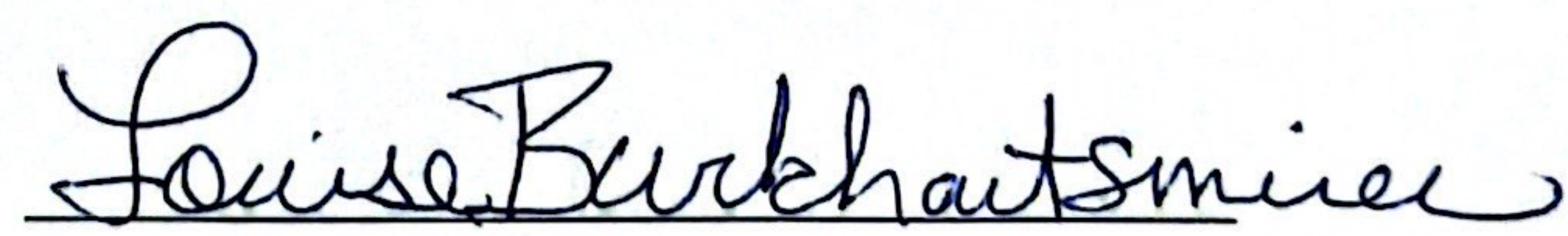
CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

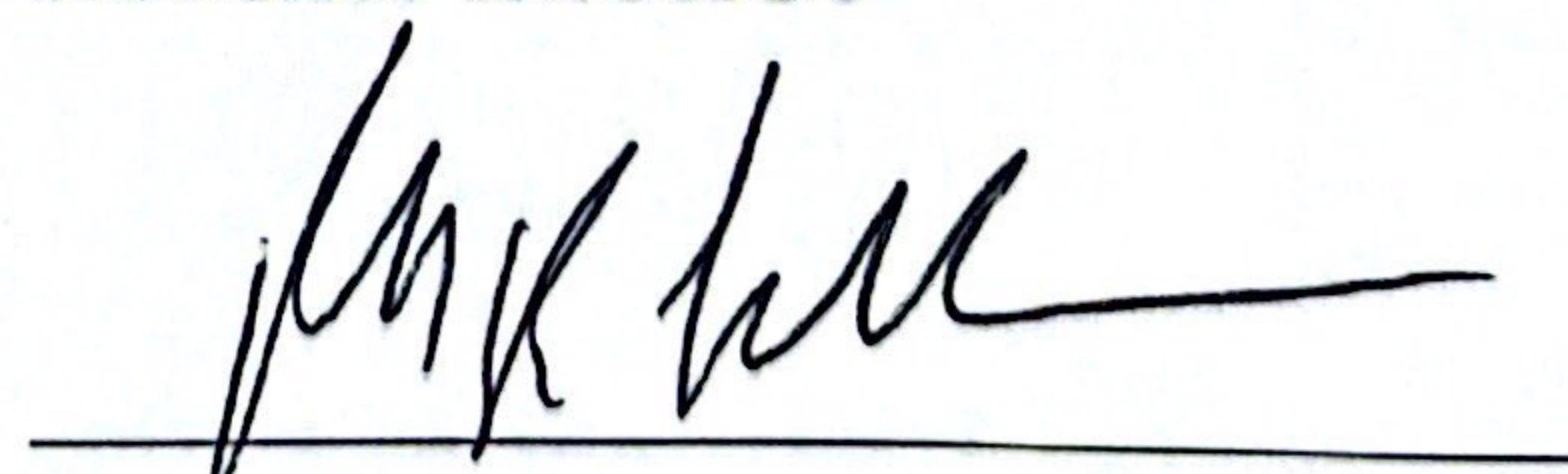
Shannon Howard, City Clerk

LOUISE BURKHARTSMEIER

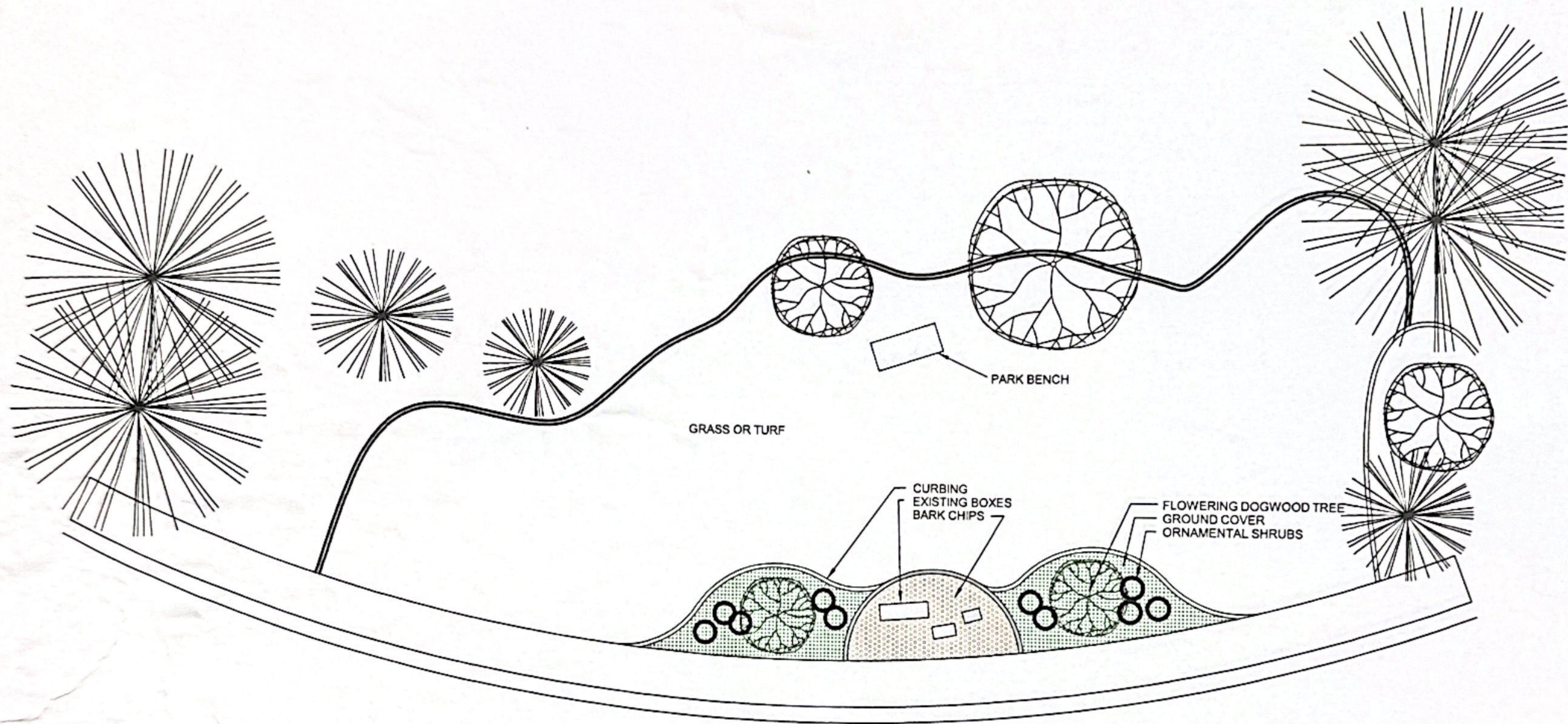


Louis Burkhartsmeier

ROBERT LECHOT



Robert Lechot



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chris Gabbert, Deputy City Attorney

SUBJECT: Consent for Substitution of Solid Waste Owner

ITEM AND RECOMMENDED ACTION:

The City's solid waste service provider is transferring its operations to another provider. Under the service agreement with the City, the provider may propose substitute performance by a new owner, which requires City approval. Staff recommends council approval of the new owner, Allied Waste, for substitute performance of the solid waste collection agreement with all remaining rates, terms and conditions applying.

DISCUSSION:

Post Falls Sanitation, the company that currently handles the city's garbage and recycling, is selling its business. They are asking the city to approve the new owner to take over their duties under the existing contract, which runs until 2033, with an option to extend for three more years. The new owner, Allied Waste (doing business as Republic), will have to follow all the rules of the current contract, including keeping the same service rates. City staff has looked into the new owner and believes that approving the change will be good for city residents because it will keep services running smoothly without raising rates or lowering customer service quality.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not previously been reviewed.

APPROVED OR DIRECTION GIVEN:

N/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no change in the fiscal impact on the city or its customers.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Consent for Substitution combined

ASSUMPTION AND SUBSTITUTION CONSENT AGREEMENT (SOLID WASTE COLLECTION)

THIS AGREEMENT is made by and between Northwest Waste and Recycling, LLC d/b/a Post Falls Sanitation (“Post Falls Sanitation”); and Allied Waste Services of North America, LLC (“Allied”); and City of Post Falls (“City”) (collectively “Parties.”).

RECITALS

A. Post Falls Sanitation and City have executed a contract for the collection of solid waste and residential curbside recyclable materials through that certain Post Falls Solid Waste/Curbside Recycling Contract, dated October 1, 2005 as amended by that First Amendment on October 1, 2005 and as further amended by that Addendum #2 on October 1, 2005, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference (the “Solid Waste Agreement”).

B. Post Falls Sanitation and Allied have entered into an agreement to transfer the waste management operations from Post Falls Sanitation to Allied including all rights and obligations under the Solid Waste Agreement.

C. Pursuant to the Solid Waste Agreement, Post Falls Sanitation may propose substitute performance of the duties of the Solid Waste Agreement to another owner which requires the City’s prior consent.

D. This Assumption and Substitution Consent Agreement is entered into to memorialize the Parties’ intentions to consent to substitute performance for the waste collection services under the Solid Waste Agreement, as amended, and to affirm Allied’s intentions to be bound by the terms and conditions therein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Post Falls Sanitation hereby substitutes performance, transfers and sets over unto Allied all of Post Falls Sanitation’s rights, obligations, duties, responsibilities and interest in the Solid Waste Agreement.

2. Allied hereby accepts said substitution of performance and hereby assumes all of Post Falls Sanitation’s rights, obligations, duties, responsibilities and interest in the Solid Waste Agreement, as owner, including specifically all obligations and duties addressing customer relations, complaint handling procedures and the required maintenance of local facilities to respond to service requests.

3. City acknowledges and agrees that Post Falls Sanitation has requested approval of the substitute performance under the Solid Waste Agreement and hereby consents to such substitution as set forth above. City acknowledges that such substitution of performance is neither a default nor a violation of the Solid Waste Agreement by Post Falls Sanitation.

4. This Assumption and Substitution Consent Agreement is effective only after execution by all Parties and the closing of the transfer of Post Falls Sanitation’s operations to Allied (the “Transfer”). Within ten (10) business days after the Transfer, Allied will provide the necessary bonding and insurance materials required under the Solid Waste Agreement to City. Notwithstanding the foregoing, the necessary bonding and insurance materials will be effective as of the date of the Transfer.

Dated this _____ of October, 2024.

**Northwest Waste and Recycling,
LLC d/b/a Post Falls Sanitation**

By: _____
Name: Philip Damiano
Title: Manager

**Allied Waste Services of North America, LLC
d/b/a Republic Services**

By: _____
Name: _____
Title: _____

City of Post Falls, Idaho

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: October ____, 2024

EXHIBIT “A”

[Post Falls Solid Waste/Curbside Recycling Contact and Amendments]

POST FALLS SOLID WASTE/CURBSIDE RECYCLING CONTRACT

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POST FALLS SOLID WASTE/CURBSIDE RECYCLING CONTRACT

This Contract is entered into effective this 1st day of October, 2005, for the mutual benefit of the respective parties hereto: City of Post Falls, a municipal corporation of the State of Idaho hereinafter referred to as City, and NORTHWEST WASTE SOLUTIONS, LLC d/b/a POST FALLS SANITATION, hereinafter referred to as Contractor.

1.0 Definitions

For the purpose of this contract the following definitions shall apply:

Anniversary: The yearly return of the effective date of this contract.

Bulky Waste: Items whose large size precludes or complicates their handling by normal methods of residential solid waste collection. Included are large discarded materials such as appliances, furniture, junked automobile parts, diseased trees, large branches, stumps, etc.

Cart: A 35 or 96 gallon covered MSW container on wheels which is designed for residential use as a replacement for a garbage can.

Commercial Account/Customer: All improved properties utilized for other than residential use.

Compactor: Means any detachable container capable of compacting (3 to 40 yards in capacity), employed in a system of materials handling in which municipal solid waste is compacted through self-contained means and the loaded container is pulled onto the service vehicle mechanically and transported to an approved site for emptying.

Container: Means garbage cans, totes, drop boxes, roll-offs, compactors and other acceptable means of temporarily storing municipal solid waste for collection and transport as defined in the contract.

Contractor: Means any person, partnership, company, corporation, or any other entity contracting to provide collection of municipal solid waste and recyclable materials under the terms of this contract.

County: Means Kootenai County, a political subdivision of the State of Idaho (mailing address P.O. Box 9000, 501 Government Way, Coeur d'Alene, Idaho 83814).

Customer: Means any person or persons, firm, corporation or association who shall place municipal solid waste or recyclables for collection by the Contractor.

Dumpster: Means a one to ten cubic yard metal or plastic, watertight container, with lids serviced by rear or front loading packer trucks.

Garbage Can: Means a can made of durable, corrosion resistant, nonabsorbent material that is water tight, with a close fitting cover, rodent and fly proof, durable and leak proof, and made of a suitable gauge and construction to insure durability with suitable handles on can and lid and a capacity of up to 32 gallons.

Expiration Date: The anniversary date which coincides with the conclusion of the contracted time frame.

Municipal Solid Waste (MSW): Matter or substance in solid form produced through typical residential, commercial, or institutional activity, in accordance with the definitions found in CFR 40, Section 258, Subtitle D and the Idaho Solid Waste Facilities Act, and intended to be discarded by its owner or possessor,

and acceptable for processing through the Kootenai County Solid Waste Disposal System.

Included in said definition are household waste, domestic waste, food wastes, yard wastes, containers and packaging, manageable durable consumer goods, nondurable consumer goods, and miscellaneous organic and inorganic wastes.

Excluded from this definition, are household hazardous wastes, industrial wastes, agricultural waste, untreated or partially treated sewage sludge, commercial hazardous wastes, commercial and industrial non-hazardous process wastes, complete or large parts of auto or truck bodies, incinerator residue, sludge, liquid wastes, explosives, radioactive waste, regulated medical waste and other problem or dangerous wastes as such are designated by applicable laws.

Recycling Broker: Means a business that is under contract to Kootenai County to process all recyclable materials collected by the Contractor.

Recyclable Materials: For the purposes of this contract the recyclable materials which the Contractor shall collect are:

- * Aluminum beverage cans
- * Steel cans, also called bi-metal or tin cans -- food and beverage containers
- * Newspaper - also called newsprint - including colored sections, but excluding phone books and other grades and quantities of paper, such as

mixed waste ledger or sulfites and kraft.

- * Plastic containers: Empty plastic beverage containers composed only of Polyethylene-Terephthalate (PET) and/or High Density Polyethylene (HDPE).
- * Magazines: Any consumer periodical magazine printed on slick paper.
Example: Good Housekeeping, TV Guide, Reader's Digest. Does not include catalogs, crossword puzzle books, multiple listing books.
- * Old Corrugated Cardboard - Corrugated containers having a liner of either kraft or jute. Prohibited materials include cereal boxes, shoe boxes, soda pop and beer can boxes, and cardboard coated with plastic or wax.
- * Phone books: Collected annually
- * Household Batteries: For the purpose of this contract, household batteries will be collected with recyclables and transported to the Ramsey Transfer Station for disposal. Household batteries includes any dry cell AAA, AA, C, D, 9 volt, button battery, 6 volt lantern battery, or any battery used in a household for the purpose of supplying energy to flashlights, radios, video cameras, toys, watches, or small appliances.
- * Other - The parties hereto may, by written contract, alter the definition of recyclable materials, by expanding or deleting the type of materials included therein, for the purpose of residential recycling collection service.

Recycling Bins: Open bins used for collection of recyclable materials from residential customers.

Residential Accounts/Customers: Occupiable residential units of less than tri-plex configuration, located within the incorporated limits of the City of Post Falls. Roll-

off Containers: Means any detachable container employed in a system of materials handling in which the loaded container is pulled onto the service vehicle mechanically and transported to an approved site for emptying.

Toter: A 35 or 96 gallon covered MSW container on wheels which is designed for residential use as a replacement for a garbage can (same as a Cart).

Vehicle: Means any truck, trailer, semi-trailer, conveyance, or other vehicle which has been designed and manufactured specifically for the purpose of collecting, hauling, and/or transporting recyclable materials or MSW upon public highways or thoroughfares.

2.0 Contract Services

This Contract for the collection of solid waste and residential curbside recyclable materials throughout the City of Post Falls covers the collection of residential, commercial and industrial municipal solid waste for delivery of said wastes to Kootenai County's transfer station at 3650 Ramsey Road, Coeur d'Alene, Idaho. It also covers the collection of recyclable materials placed in recycling bins and delivery of said recyclables to the Recycling Broker located at 4885 Industrial Way, Building 4885, Coeur d'Alene, Idaho and/or the Ramsey Road Transfer Station located at 3650 Ramsey Road, Coeur d' Alene, Idaho.

This Contract, separated into residential and commercial schedules, covers only the collection system, container rental, and collection of residential and commercial MSW and collection of residential recyclables.

2.1 Exclusivity

Contractor shall be granted franchise, license, privilege and duty to collect all

municipal solid waste within the current territorial jurisdiction of the City of Post Falls that the City can require the Contractor to service. Furthermore, Contractor shall be granted license, privilege and duty to collect all recyclable material generated through residential activity and placed along streets and alleyways according to the terms of this Contract within the territorial jurisdiction of the City Post Falls. Those recyclables collected through commercial accounts and the County operated school recycling drop box and transfer station programs are not included within the scope of this contract. It is understood between the CITY and CONTRACTOR that the CONTRACTOR is entitled to collect solid waste and residential recyclables from the entire geographic area of the Post Falls municipality. CONTRACTOR understands that future annexations or boundary changes which include customers which are currently being collected independently by the CONTRACTOR will be transferred to the conditions of this contract for its entire duration. However, due to previous arrangements and possible future annexations or boundary changes creating conflicts with other companies, CONTRACTOR and CITY agree that the CITY may permit such other companies to continue to service customers who were formerly serviced by another company within the CITY limits or were annexed into the CITY. The CITY will have the right to grant limited franchises to other companies to service their existing (at time of annexation) customers subject to the same conditions imposed on the contractor.

2.2 Term Of Contract

Contract shall become effective on October 1, 2005. The term of the contract shall be for ten (10) years with two options to renew for three years each (sixteen years possible). Cost of service adjusted annually after October 1, 2008 in accordance with the provisions of paragraph 4.3.B below. The City shall have the option to extend the contract unilaterally for up to 180 days beyond the contract conclusion without change in terms or conditions while a new contract is negotiated or a substitute contractor is selected and engaged.

3.0 Duties Of Contractor

Contractor shall furnish, during the period of this contract, all personnel, labor, equipment, trucks, and all other items necessary to collect MSW and recyclables at curbside as specified in this contract and to perform all of the work called for and described in this contract. Contractor shall have the ability and responsibility for furnishing reserve vehicles and personnel in order to maintain service levels as defined under the terms of this contract at all times and shall demonstrate the ability to reliably perform the required service with such reserve equipment and personnel upon CITY's request.

3.1 Level of Service

Contractor shall provide regular weekly collection of solid waste within the City of Post Falls. Residential service will include a tiered service of 35 gallon cart, for grandfathered accounts, and 96 gallon cart service. Contractor shall also collect residential MSW in excess of the standard service options and may charge for such additional service on a per-can or per-bag basis. Commercial collection will be through dumpster service or cart service depending on need,

serviced at least weekly, or more frequently when required by the customer or City. Contractor will provide same-day curbside recycling for each residential parcel. Contractor will maintain records of and provide to the City participation rates for both MSW and recycling collections. City may also request “special hauls” on a case-by-case basis.

3.1A Contractor/City Meetings

It is the desire of the City to provide sanitation services to its residents and businesses that are economical, professional and promote a clean environment. To help achieve this goal, the City may require quarterly meetings with the contractor to discuss any issues regarding the sanitation services provided. These meetings may include on-site inspections of the Contractor’s equipment and records.

3.1B Christmas Tree Pickup

The Contractor will provide free separate Christmas tree pickup for City residents. This separate pickup will be coordinated with the City and communicated to the residents through the City’s cable channel, press releases, and other applicable communication tools at the time.

3.2 Residential Collection of MSW

Contractor shall collect all municipal solid waste, placed or deposited for collection by residential customers along curbsides in a cart on the appropriate day and time for collection according to the routing logs submitted to the City. Residential service will be mandatory “automated cart service.” Customers or Residents will be required to place cart within 2 feet of the curb, and at least 4

feet away from any other cart or recycle bin, and 4 feet away from any mailboxes. Contractor may charge for extra services described in "Price Schedule A" in the event that they are needed to complete service. Contractor is not responsible for the collection of, and has the authority and responsibility not to collect, potentially hazardous waste.

Acceptable containers and packaging for extras normally not exceeding a full weight of 60 pounds include:

- a) Ninety (96) gallon Toters provided by the Contractor (weight limit 150 lbs.)
- b) Disposable (non-returnable) paper sacks up to 32 gallons in capacity, which shall be fifty (50) pound wet-strength extensible kraft paper, for non-putrescible materials.
- c) Disposable (non-returnable) plastic bags up to 32 gallons in capacity, which may be manufactured from polyethylene copolymer resin with gauge of not less than one and five-tenths (1.5) mils.
- d) Tree trimmings, hedge clippings, and similar materials cut to a length not to exceed three (3) feet and securely tied in bundles not more than two (2) feet in diameter, unless prohibited or modified by future ordinance.
- e) Grass clippings, leaves and garden debris, except sod, dirt and rocks, that are placed in plastic bags or other similar covered and tied containers, unless prohibited or modified by future ordinance.

3.2.A Toter Service

The Contractor will provide a ninety (96) gallon minimum sized toter for all residential accounts. These toters include cart replacement insurance and cart

rent in the price listed in Schedule "A". Additional Toters will be offered to customers at the monthly rate for a thirty (30) day period. Delivery fees apply to additional carts. Customers discontinuing additional toter service within twelve (12) months of the time they initiate service may be charged an additional fee by the Contractor. Monthly and additional fees shall be as defined in Schedule "A". All one-can residential accounts existing at the signing of this contract will be grandfathered and a 35 gallon cart will be delivered to those accounts. Carts delivered to Customers or Residential accounts are the property of the Contractor. Carts are to remain at residential locations when customers move. Contractor may charge for carts that are taken or stolen when customers move.

3.3 Commercial Collection

At non-residential premises wherein large (96 gallon equivalent or more) accumulations of municipal solid waste occur, the owner or occupant of such premises must place containers that meet the specifications of this Contract and the Contractor. Said containers may be provided either by such person or the Contractor. All dumpsters, roll offs and/or compactors shall be watertight, cleaned as necessary, kept covered at all times, and constructed with lids or covers which can be easily managed and operated unless circumstances demand otherwise in the interest of efficient public service without adverse effects on public health. All dumpsters, roll-offs and/or compactors shall be placed for collection outside of buildings and shall be accessible from the side of the street or alley from which collection is made.

3.3.A Commercial Containers

Contractor shall make available containers to commercial customers at Contractor's expense, if requested. Containers provided by the Contractor must be compatible with the City's billing system and of an approved design. The sizes set forth in Schedule "A" are compatible and the Contractor will be paid as set forth in Schedule "A". If a service level or special collection as hereinafter set forth is implemented which does not appear in Schedule "A", the City will fix the applicable rate to be comparable to the rates established on Schedule "A".

Containers for commercial accounts will be either as specified in Schedule A, 1 to 10 yard dumpsters, roll-offs or compactors. Dumpsters and roll-off containers are to be supplied and paid for by the Contractor. Customer may provide the container if it is and remains serviceable for use by Contractor's equipment and approved by the Contractor. The Contractor will be responsible, at no extra charge, for maintenance and replacement of Contractor-supplied containers unless damage or loss is due to customer's negligence. Contractor will maintain all supplied containers in a rust-free condition. Containers will be uniformly painted. The requirement for uniform painting will not be retroactive to a date prior to the effective date of this contract. Uniform painting will be accomplished as containers need maintenance. Contractor will clean containers for a specified cleaning fee as defined in Schedule A.

Most containers shall be equipped with close fitting covers, securely tied, or otherwise closed to prevent the contents from being blown by the wind or otherwise littered, unless otherwise specified by the customer, subject to City approval.

Contractor shall have the ability to collect, transport and deliver municipal solid waste deposited in all customer-owned compactors that currently exist in the service area covered under the contract. Cost of servicing existing and future compactors shall be as defined in Schedule A.

3.4 Collection for City of Post Falls

The Contractor shall not charge the City for the collection of municipal solid waste generated through normal activities at City parks, municipal buildings, law enforcement offices, or other City facilities except Q'emlin Park. Service at this facility will continue to be charged service fees depending on the level of service provided.

3.5 Disposal of MSW

All solid waste shall be transported to the County-operated Ramsey Road Transfer Station at 3650 Ramsey Road, Coeur d'Alene. If another transfer site is established in the future, this contract may be modified to reflect the net cost of such change. Contractor will follow County procedures and regulations in delivering and off-loading municipal solid waste at the County site. Contractor shall not be charged County disposal fees for the disposal of municipal solid waste collected through this contract. If the Contractor is charged for disposal of municipal solid waste in the future, compensation for services provided under this Contract shall be renegotiated to reimburse such charges. Contractor will report to the City and County Solid Waste Department the level of service for all commercial accounts as required by the County and City using software/reporting format as specified by the County and/or City. Commercial

account information changes will be forwarded to both City and County as soon as they occur.

3.6 Request for Service

3.6.A Municipal Solid Waste

Upon initiation of the contract, the Contractor shall provide the City with service logs identifying types and levels of service for all customers in the service area. The Contractor shall be responsible for receiving customer requests for service and changes in service and shall respond to all such requests within twenty four (24) hours of the time the requests are made. Contractor shall notify City of any such required schedule changes.

3.6.B Recycling

Contractor shall collect recyclable materials placed by customer in a recycling bin at the same location as municipal solid waste collection service, no closer than 4 feet to residential carts or mailboxes. Contractor shall leave materials that are unacceptable for recycling in the recycling bin in an orderly and secure manner. Contractor shall leave a tag on the bin explaining why the material was rejected. Material used to segregate recyclables which are not in themselves a recyclable may be left without a tag. The Contractor shall take effective steps to collect recyclables in a manner which is efficient and prevents litter.

All recyclable materials shall be deposited into the collection vehicle in a segregated fashion. Commingling of materials shall occur only if approved by Recycling Broker, County and City. The recycling vehicle shall have separate

compartments to handle aluminum cans, newspaper, tin cans, plastic pop bottles (PET), plastic milk jugs (HDPE), cardboard, magazines, and household batteries, as necessary.

3.6.C Service Standards

Contractor shall provide service in a manner which is convenient, safe and free of nuisance. Contractor shall not trespass on private property; shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to remain standing on roadways, lots or other areas within the City unnecessarily or overnight other than on the Contractor's own property in a location that does not interfere with residential use by reason of odor or noise. Contractor shall perform collection services as quietly as possible; and shall perform service using procedures and equipment which maximize efficiency and safety to the public in conformity to accepted practices in the municipal solid waste industry.

The Contractor and its employees shall handle all refuse containers and recycling bins with reasonable care to avoid damage. All containers shall be replaced upright where found, or in a safer location. Carts and recycling bins shall not be placed or thrown on streets, alleys, highways, or on adjoining property. The Contractor shall not permit carts or recycling bins to be thrown from the truck to the pavement or parkway nor in any way permit damage to occur by rough or improper handling thereof. Contractor shall be responsible for immediate replacement of any recycling bins, carts or containers damaged as a result of Contractor's negligence.

3.6.D Littering

Contractor understands littering is a violation of Idaho Code and County Ordinances, subject to misdemeanor penalties; therefore, no roadside littering from vehicles or from loading practices during collection or during transport will be allowed. Public space, private ground, public streets, alleys, or areas around carts, recycling bins and the collection truck shall be left free from materials spilled during collection. The Contractor shall be responsible for removal and/or proper handling of such spillage, or the Contractor will be billed by the City for the costs incurred for clean-up.

3.7 Recycling Bin Specifications

Recycling bins to be furnished by the City and delivered by the Contractor.

3.8 Distribution of Recycling Bins

The distribution shall apply to only duplex or single family dwellings. The City will be responsible for the cost of containers for all residential customers in the service area. All recycling bins distributed by Contractor are the property of the City. Recycling bins are to remain at the residence to which they were originally delivered. Contractor shall establish policies for distributing bins to new customers and replacing lost, damaged or stolen recycling bins as requested by the Customer. The customer will be invoiced for any lost, damaged or stolen bins.

3.9 Routing Procedure

Collection of MSW and recyclable materials shall be provided weekly on same-day service. Routing of collections shall be through use of streets under

this contract. It is the responsibility of the Contractor to coordinate the collection of solid waste and recyclables, to assure that routing locations and schedules are on the same day and do not conflict. Contractor shall not collect residential MSW or recyclable materials earlier than 6:30 a.m.

Contractor shall furnish a map to City outlining the service areas and collection days prior to the initiation of the contract. Contractor shall not give less than twenty (20) working days notice to the City of any proposed change in the boundary of any route or day of collection. Any change in the day of collection, route or route schedule must receive prior approval by the City. The Contractor shall inform all customers affected by changes in routing through tagging of carts and/or bins during the last two weekly routes (fourteen days and seven days) before the change occurs.

If during the duration of this contract, the incorporated area of the City of Post Falls is expanded through annexation, the City reserves the right, upon twenty (20) working days written notice to the Contractor, to direct the Contractor to make all collections in such annexed area in accordance with all provisions of this contract unless specific accounts are serviced by another hauler. Contractor may be required to collect garbage and/or recyclables depending upon the collection arrangements existing in the annexed area prior to annexation.

3.9.A Holidays

The following holidays will be observed by Post Falls Sanitation and no service shall be provided on the days listed: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Should those

observed holidays fall within the normal work week of Monday-Friday, sanitation services will resume the next day following the holiday and the schedule for the remainder of the holiday week shall be one day late thereafter until five days of service have been provided.

3.9.B Interruption of Service

Whenever the City or a customer notifies the Contractor of locations which have not received scheduled service, the Contractor is required to service such locations before 4:00 p.m. of the same day if the Contractor is notified before 10:00 a.m. When notified after 10:00 a.m., the Contractor shall service such locations not later than 12:00 noon of the following work day. Schedule "A" fees may apply.

When roadways providing access are closed, or other disruptions beyond the Contractor's control prevent collection on the scheduled day, the Contractor shall make collection on the earliest succeeding workday when collection becomes possible. If such conditions continue for an entire collection cycle, or more, the Contractor shall subsequently collect all MSW and recyclable materials amassed for collection as soon as possible. When scheduled collection service is resumed, Contractor shall leave in a secure manner all temporary containers that customers have used when the regular containers have been filled.

For other than the reasons noted in the immediately preceding paragraph, if through the Contractor's fault it fails to collect a customer's MSW and/or curbside recyclables during a regular collection, the City, at its option may:

1. Require the contractor to make a special make-up collection within

twenty-four (24) hours after an oral make-up order is given; which collection shall include recyclables accumulated during the interval between the scheduled collection day and the special collection; or

2. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge and to accommodate such collection, allowing the customer to use bags or temporary containers; or

3. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer and a proportionate reduction in the amount payable to the Contractor consistent with Schedule A attached herein and incorporated herein by reference; or

4. Take any combination of the actions specified in subparagraphs 1, 2, or 3 above as the City deems appropriate in its sole discretion.

3.10 Ownership of Recyclables

Ownership of recyclable material remains with the person or household from which the materials originated until collected by the Contractor. Upon removal by the Contractor from a designated collection point, rights to exclusive possession of properly prepared and stored recyclable materials intended for the City authorized collection program shall be vested in the City. Materials not prepared, cleaned or stored according to City specifications shall remain the property of the individuals or household from which the materials originated.

3.11 Delivery of Recyclables

Contractor shall route all recyclable materials collected in the curbside program

through the scales at the Recycling Broker prior to deposit. Routing shall include entry and exit weights, and the discharge of selected items. Truck number, truck tare weight and weight of recyclables shall be provided. Routing will be scheduled to deposit recyclables at the Recycle Business between the hours of 8:00 a.m. and 4:30 p.m. with all recyclables arriving in an acceptable form as defined in Section 3.11.A. It shall be a violation of this contract for the Contractor to deposit any materials collected through the curbside recycling program under the terms of this contract through any other means other than through the Recycling Broker or other City approved alternatives.

3.11.A Acceptable Condition of Recyclables

Contractor shall coordinate and cooperate with Recycling Broker to assure recyclable material is delivered in an acceptable form. Contractor shall be charged by City for removal of contaminants by Recycling Broker if level of contamination is above acceptable levels. The acceptable condition and level of contamination of delivered recyclables are:

- * Aluminum: Clean, dry beverage cans only, less than two percent contamination by weight of foreign material allowed.
- * Steel cans: Clean, with no labels. Less than five percent contamination by weight allowed.
- * Old Corrugated Cardboard: Clean and dry, moderate seasonal moisture levels acceptable. Cereal boxes, shoe boxes, pop/beer cases and coated cardboard are waste paper and not accepted with OCC. Brown kraft paper

bags (grocery sacks) are accepted. CCC must be cut into 2' x 2' pieces.

- * Magazines: Zero percent moisture level. Not bundled or bagged. Not catalogs, multiple listing books, crossword puzzle books. Less than five percent contamination by weight allowed.
- * Newspaper: Newsprint and inserts that are included in initial purchase of newspaper by customer and Old Newsprint (ONP) #7 acceptable loose or placed in brown paper grocery bags. Catalogs, junk mail, envelopes and other throw outs not accepted. Less than five percent contamination by weight allowed. Acceptable moisture level less than five percent.
- * PET: Clean, dry and flattened beverage containers without lids only. No (zero percent) contamination allowed.
- * HDPE: Clean, dry and flattened milk jugs without lids only. No (zero percent) contamination allowed.
- * Phone books: to be picked up on an annual basis.

Future changes in the definition(s) of a recyclable commodity's acceptable condition and level of contamination shall be mutually agreed upon by the parties to this Contract and Recycling Broker and be reduced to writing and signed by all parties, and attached hereto.

3.11.B Household Batteries

Procedures for the collection and delivery of household batteries through the curbside recycling program are as follows:

- a) Upon collection at the curbside or alley, batteries shall be placed in a separate, water tight and non-corrosive container on the collection vehicle.

b) The Contractor shall store the batteries in a water tight container no larger than a 55 gallon drum at the Contractor's maintenance yard or other approved location. This container shall have a removable lid that allows full access to the contents of the container. The Contractor shall have at least two such containers so as to allow rotation of full containers to the County's transfer station.

c) When a container is full of batteries, the Contractor shall deliver the container to the Household Hazardous Waste Collection Facility at the Ramsey Road Transfer Station on either Wednesday or Saturday between the hours of 8:00 am. and 4:00 p.m. At such time the County will take possession of the full container from the Contractor and return the empty container from the previous delivery.

3.12 Customer Relations

The Contractor shall, as acceptable to City, establish collection procedures and requirements for customers to follow and establish a response guide if procedures for collections are not followed. The Contractor shall also maintain the ability to handle inquiries from customers in a timely fashion regarding instructions, procedures, collections and other issues related to the curbside recycling program. Contractor shall inform customers of the types of materials to be collected and shall specify the condition in which the material will be collected.

The Contractor shall appoint a representative as a point of contact. This representative shall be available to work with the County and/or City staff on an ongoing basis.

3.12.A Local Office

Contractor will maintain a local (within Kootenai County - not more than ten miles from 1-90 as it links Post Falls and Coeur d'Alene) office with adequate facilities and staff required to respond to requests for service, questions and complaints in a prompt, courteous manner. The Contractor shall have a person designated as qualified to make operational decisions available by land line telephone and cellular phone to the City. The local non-toll telephone number will be listed in the local telephone directory under the Contractor's name. The Contractor will maintain a direct phone line for the City to use to transfer customer calls. Business hours for the office shall be, at a minimum, 8:00 a.m. to 5:00 p.m. of each working day except Saturday and Sunday. When a Saturday is a working day due to Holidays or other circumstances, required business hours shall be, at a minimum, 8:00 a.m. to 5:00 p.m. Contractor may forward telephone to the cellular phone of a field representative to meet the Saturday requirement in lieu of keeping an office open.

3.12.B Handling of Complaints

It shall be the responsibility of the Contractor to handle all questions and complaints from customers concerning the operations of the Contractor. It shall also be the responsibility of the Contractor to answer all questions and complaints regarding additional sanitation charges which have been assessed to customers. Contractor shall answer questions and complaints courteously and promptly.

The Contractor is responsible for resolving all service complaints within twenty-four (24) hours. If correction is not made within twenty-four hours by the

Contractor, the City may render necessary service to complete the work. The Contractor shall be liable and all such costs may be deducted from any monies due or which may become due to the Contractor. All complaints must be handled to the City's satisfaction.

Contractor shall maintain for public review, records of all complaints and actions taken to resolve such complaints. Contractor shall provide copies of these records on a monthly basis to the City and the records shall be open for inspection upon request of the City.

3.12.C Promotion of Contractor

Subject to the approval of the City, Contractor may promote its company in any materials it produces or distributes to participants in the collection and recycling program. Contractor may use materials, data, photographs or other documentation regarding the recycling program in the promotion of its own services, both within and outside the City of Post Falls.

3.13 Reporting/Record Keeping

Contractor shall collect and maintain route data on the number of households participating in the garbage collection and curbside recycling programs, the weight of the separate recyclable materials collected and any other data required by the City. All working papers and reports must be retained, at the contractor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The contractor will be required to make working papers available for review, upon request.

Contractor shall submit the data electronically in a format acceptable to the City. To ensure there are no delays in communication, the Contractor shall install a dedicated line for data transmissions. Information will be submitted daily concerning information collected on the previous day, this is particularly important for all changes on commercial accounts. An electronic reporting of additional sanitation, dumpster delivery charges, special hauls and any charges being assessed for that week shall be sent by Friday of that week. The Curbside Recycling Report will be submitted to the City on or before the 15th day of the month following the month for which the report is submitted.

At the City's discretion, the Contractor shall provide to the County or City any and all records, route sheets and other data related to performance of this contract as may be requested.

It shall be the Contractor's responsibility at all times to keep the City informed of when the Contractor has provided recycling bins, or commercial bins/dumpsters or compactors, and/or special pick-ups to customers upon customer's special request. The date of delivery, customer's name and address, and date of request shall be provided so that billing can accurately reflect all services provided.

3.14 Vehicles/Equipment

The Contractor will furnish, during the period of this contract, a sufficient number of vehicles, and equipment to collect, transport and deliver to Transfer Station and/or Recycling Broker all materials generated through the garbage collection and curbside recycling programs according to the requirements of this

Contract.

All vehicles shall comply with all applicable local codes, state laws and federal requirements and meet the standards of the Idaho Department of Transportation and this Contract prior to the initiation of Contract and at any time during the performance of this Contract.

The Contractor will move forward as quickly as is reasonable with equipping all vehicles with on-board computers. This addition will enhance the Contractor's ability to provide information to the City about pickups, misses, and other relevant incidents; therefore allowing both the City and the Contractor to provide better customer service and keep better communication available.

3.14.A Design

The Contractor shall furnish vehicles especially designed for the collection, hauling and delivery of MSW and recyclable materials in a separated fashion. All vehicles shall be capable of off-loading MSW and segregated recyclable materials compatible with the requirements of the County and Recycling Broker as appropriate. All vehicles and/or equipment used for the collection of MSW and recyclable materials shall be closed and watertight. The equipment shall be safe, clean, uniformly painted, marked and identified, and equipped with warning devices including back-up alarms subject to review and approval by the City. All vehicles will be licensed, lighted and safety inspected for highway operations. Occasional intermittent use of vehicles which are not uniformly painted shall be allowed when special service must be provided or when mechanical breakdowns require such use.

3.14.B Maintenance

Contractor shall maintain garaging/parking and maintenance facilities for all vehicles and equipment in a condition and at a location acceptable to the City of Post Falls insofar as zoning, traffic, truck parking and nuisance considerations are concerned. DOT-required safety equipment including back-up alarms will be installed and operational on all vehicles.

3.15 Employees

All of Contractor's employees shall be selected according to acceptable business standards which assure their qualifications for the tasks at hand. They shall be fit for service at all times and adequately trained and licensed as required by law to perform the duties required by this Contract. Selection and training of employees shall be Contractor's sole responsibility. Failure to meet these applicable standards shall constitute a breach of this Contract.

3.15.A Fair Labor Practices

The Contractor shall guarantee fair labor and non-discrimination practices in accordance with applicable federal and state laws, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

3.15.B Supervision

The Contractor shall provide, or act himself, as full-time supervisor to carry out the terms, covenants, and provisions of this contract. Contractor shall see to it that his employees serve the public in a courteous, nondiscriminatory, helpful and impartial manner. All Contractor's personnel in both field and office shall

refrain from belligerent behavior and profanity. Prompt correction of any such behavior and language shall be the responsibility of the Contractor. Employees shall make collection with as little noise and disturbance to the customer as possible. No employee shall disturb or otherwise meddle with property that is not pertinent to the proper execution of his duties. Records shall be maintained concerning all complaints and resolution thereof.

3.16 Disclosure of Operations Information and Reports:

The Contractor shall provide all information and reports required by this contract or by reasonable directives issued pursuant hereto, shall permit access to its records and other sources of information, and shall provide an opportunity to inspect operations, equipment and personnel as may be necessary to ascertain compliance with this contract. Where any information required by a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts it has made to obtain the information. Contractor shall not engage in a contractual relationship with a third party such that information necessary to evaluate Contractor's performance may become unavailable through such arrangement.

3.17 Compliance with Regulations

The Contractor shall comply with all federal laws and regulations, as well as with all laws, regulations, statutes and ordinances of the State of Idaho, Kootenai County, the City of Post Falls, the Idaho Department of Environmental Quality, the Panhandle Health District and the Idaho Department of Transportation as

they now exist or may hereafter be amended. Contractor shall be responsible for all licenses and permits necessary for the transport of MSW and recyclable materials.

3.18 Responsibility of Performance

The Contractor agrees to hold the City harmless from any liability that may accrue by reason of any act or omission on the part of the Contractor, its agents, employees, assignees or anyone subcontracting with the Contractor for the servicing of MSW or recyclable materials within the City.

The Contractor shall not be relieved of any obligation due to its failure to receive or examine any form or legal instrument or visit all areas of the proposed work and fully acquaint itself with the existing conditions relating to collection and disposal.

3.18.A Performance Bond

The Contractor shall, at his own expense, furnish to the City a performance bond, letter of credit or other acceptable surety to the City in the minimum amount of \$100,000.00. The term of the performance bond shall become effective at the time notice to proceed is given to the Contractor and shall continue through the term of the contract.

3.18.B Liability/Insurance

Contractor will be held responsible for any damage attributed to his/her operations caused to publicly or privately owned facilities including, but not limited to, equipment used in the collection and storage of municipal solid waste and recycled material. The Contractor shall be responsible for the cost of repair

or replacement due to any such Contractor-caused damage.

Contractor shall maintain all-risk, comprehensive, general liability insurance, employer liability insurance, property damage insurance and automobile liability insurance in an amount of at least \$1,000,000 at the time of entering into this contract, and never to be less than minimum required to be carried by the City, and defend and indemnify the City of Post Falls against all claims and/or causes of action arising out of negligent or otherwise wrongful performance of duties required by this Contract. Said coverage shall be applicable to all of Contractor's activities undertaken to perform the obligations of this Contract and shall not be limited to coverage of Contractor's business premises alone. Contractor agrees to provide proof of said insurance to the City of Post Falls, showing the City of Post Falls as a named-insured, and that its insurer shall provide thirty (30) days notice to the City of Post Falls in the event of cancellation or significant modification of any relevant provisions of the insurance coverage required by this Contract.

Contractor shall maintain worker's compensation insurance coverage in an amount equal to at least the statutory minimum throughout the duration of the Contract.

3.19 Cooperation

Contractor shall cooperate with City representatives in every reasonable way to facilitate the performance of the work covered under this contract. This shall include implementation of recommendations concerning modification of operational procedures as deemed necessary by the City.

Contractor shall cooperate with any other Contractors for the City which may service the collection of solid waste or recyclables in the City of Post Falls in coordination of routing schedules to assure both solid waste collection and recyclable collection service is provided.

Contractor shall cooperate with the County to assure that MSW is delivered and disposed of in a form and manner acceptable to the County. Violation of Kootenai County disposal standards shall be considered a breach of this contract.

Contractor shall cooperate with the Recycling Broker to assure that recyclable materials are delivered in a form and manner acceptable to the Recycling Broker.

3.20 Service Enhancement

Contractor shall pay the City matching funds annually in the amount of \$5,000 to help with education, promotion, and materials that will increase the participation in the curbside recycling program. This education is intended to elevate the participation in this program and benefit the City and Kootenai County. These funds will be available each year the contract is in force.

4.0 DUTIES OF CITY AND COUNTY

4.1 Maintenance of Processing Facility

The County shall maintain a contract with the Recycling Broker to assure the processing of all recyclable materials collected by the Contractor. There shall be no charge for the processing of recyclables collected and delivered by the Contractor according to the terms of this contract.

4.2 Billing

The City will bill all customers for MSW, recycling collection services, special services, toters and recycling bins provided by the Contractor. Billing shall be based on records provided to the City by the Contractor.

4.3 Payment Terms/Adjustments

4.3.A Payment

Payment of services provided in the City of Post Falls will be within 30 days after the end of the month the service is provided. Contractor shall be paid for services provided according to pricing set forth in Schedule A attached hereto and incorporated herein by reference. Payment shall be based on records provided to the City by the Contractor. All such records are subject to audit at any time. The City reserves the right to reduce and/or eliminate charges where the customer and the Contractor dispute the service provided. Any corrections to the City's payment should be received within 30 days of the time payment is made to the Contractor. In the future, after the Contractor is provided access to the City's customer information, the City may request the Contractor provide a monthly invoice. This invoice will be compared to City records before payment is drawn to the Contractor.

4.3.B Price Adjustments

Adjustments or amendments, of this contract shall be in writing, signed by the parties and attached hereto. Service rates shall be adjusted annually on the contract anniversary.

It is the intent of the parties that disposal expenses incurred by Contractor

shall be offset by fee increases. Every year the fees paid to collector shall be increased for the coming year as follows:

Service rates shall be adjusted on the contract anniversary date. A cost of service index shall be calculated in the following manner:

- FCI = Fuel Cost Index shall be calculated based on the annual change in the motor fuel component of the transportation subgroup of the Consumer Price Index for urban wage earners as evidenced by the annual change shown in the then current issue of the Monthly Labor Review published by the U.S. Department of Labor.
- ECI = Employment Cost Index shall be calculated based on the annual change in the Employment Cost Index for Civilian Workers, service-producing industry subgroup as shown in the then-current issue of the Monthly Labor Review published by the U.S. Department of Labor.

The following formula shall determine the adjustment to be made on per-account compensation to be paid:

$$\frac{(\text{Annual \% changes in FCI}) + 5(\text{Annual \% change in ECI})}{6}$$

6

Contract price increase adjustments awarded based upon the above index, the price adjustment will not be less than 1.5% or greater than 4.0%. The first price increase shall occur on October 1, 2008 based on the prior data and then

annually each succeeding year.

5.0 GENERAL PROVISIONS

5.1 Substitute Performance

Substitute performance by another owner shall require the City's prior approval. Such approval shall not be unreasonably withheld.

5.2 Breach of Performance Sanctions

In the event of the Contractor's failure to conform to any provisions of the Contract, the City may impose sanctions as appropriate, including, but not limited to the following actions.

a) City may withhold full or partial payments to the Contractor until performance is complete or complies with the terms of the Contract.

b) City may cause performance to be undertaken by another entity, charging the Contractor for the additional costs incurred to obtain performance. Should the Contractor be unable to provide adequate equipment and/or manpower in sufficient numbers to maintain scheduled collections, the City may enter into contract with others for the work, or to use such other methods required for prosecution of the work in an acceptable manner. If or when the City arranges for substitute performance, the Contractor shall leave all contractor-owned dumpsters or other containers in place at their service locations for as long as the City determines that their continued placement is necessary, up to a maximum of six (6) months. The value of the use of said containers shall be considered in arriving at any amount of final compensation deemed owing at the conclusion of the contractual relationship.

For all costs, charges and damages incurred by the City, together with the cost of completing the work, the Contractor and his surety shall be liable and all such costs may be deducted from any monies due or which may become due the Contractor.

c) City may serve thirty (30) day Notice of Default and cause cancellation, suspension, termination, or forfeiture of the contract and/or performance bond, in whole or in part, as the interests of the City dictate.

If the Contractor does not correct said failure within said time, the City may;

- 1) declare this contract null and void; and
- 2) require forfeiture of all or a portion of the performance bond which is a part of this contract; and
- 3) retain as liquidated damages any sums due the contractor from the date of mailing or delivery of the notice; and
- 4) take any and all other remedies which may be open to it in law or equity.

5.2.A Notification Procedure

Should the Contractor fail to perform any of the duties imposed upon it hereby, except failure caused by Acts of God, civil disturbance, acts of war or terrorism, the City may notify the Contractor in writing of such failure, detailing the nature thereof. Before declaring such default, the City shall notify the Contractor in writing of the particulars in which the City deems the Contractor to be in default and contractor shall have thirty (30) days from the time of such notice, unless emergency circumstances dictate otherwise, addressed to the Contractor at, deposited in the United States Mail with proper postage affixed, to

remedy the default. Service of the default notice may also be made by personally delivering the written notice to the office maintained by the Contractor pursuant to this contract. Delivery to the Contractor's office will be deemed complete by leaving a copy of the notice with the person in charge thereof; or, if there is no one in charge, by leaving it in a conspicuous place therein or thereupon. Service by mail is complete upon mailing, as set forth above.

5.3 Strict Conformation

All provisions of this contract shall be strictly conformed to by the contractor. No amendment shall be construed to release either party from any obligation of the contract except as specifically provided for in such amendment. Any changes or amendments to Contract shall be made in writing and approved by both parties to the contract.

5.4 Status as Independent Contractor

Contractor agrees that he will perform the services requested herein as an independent contractor and that at all times he shall be solely responsible for all expenses associated with provision of the services contracted for herein.

Contractor is engaged hereby solely as an independent contractor and will be so deemed for purposes of the following:

a) Contractor will solely be responsible for payment of any federal or state taxes required as a result of this contract or as a result of services performed under the terms of this contract or contracts with others.

b) This contract is not intended to entitle Contractor to any benefits generally granted to any employees of the City of Post Falls or Kootenai County.

c) The Contractor is an independent contractor for purposes of workman's compensation laws and is solely liable for any workmen's compensation coverage under this contract.

d) Contractor will not delegate the responsibility for providing services hereunder to any other person, firm, corporation, business entity or agency without the City's prior approval. Approval will not be unreasonably withheld.

5.5 Choice of Law and Jurisdiction

This Contract shall be governed and interpreted in accordance with the laws of the State of Idaho. Jurisdiction for resolution of disputes arising from performance of this Contract shall rest with the courts of the State of Idaho. Venue shall lie in Kootenai County. Except in emergency circumstances, neither party may initiate a law suit against the other until a face to face meeting has occurred where the issues are discussed.

5.6 Costs and Attorneys Fees

Should legal action be necessary to enforce the terms of this Contract, the prevailing party shall be entitled to its reasonable costs and attorney's fees.

5.7 Renewal/Termination

5.7.A Renewal

The City has a unilateral option to extend this contract for a fixed term beyond the date of its expiration. This optional term shall be for a period of up to 180 days past the original term of the Contract. The terms of such extension shall be those for the year preceding the ordinary date of termination.

5.7.B Termination

The City reserves the right to cancel this contract due to failure of performance by the contractor per section 5.2.A after thirty (30) days written notice per Section 5.2.A.

5.8 Direction of Performance

The parties agree to use their best efforts and diligence in mutual good faith to promote the best interests of the residents of the City of Post Falls. Post Falls will provide general guidance concerning performance of the duties called for in this Contract. Contractor shall be exclusively responsible for management of its employees and equipment in performance of the terms of this Contract. City reserves the right in its sole judgment to require increases or decreases in the level of service called for, with the obligation for compensation adjusted accordingly.

5.9 Severability

In the event that any provision or portion thereof of this contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this contract shall not affect the validity or enforceability of any other provision or portion of the contract.

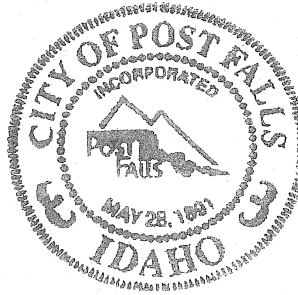
APPROVED by the undersigned parties, representing that they have the legal authority to bind their entity.

CITY OF POST FALLS

Mayor Clay Larkin
Clay Larkin, Mayor

ATTEST:

Christene Pappas
Christene Pappas, City Clerk



Philip L. Damiano
Phil Damiano
Northwest Waste Solutions, LLC, dba Post Falls Sanitation

WITNESS:

Christene Pappas

**FIRST AMENDMENT TO POST FALLS SOLID WASTE/CURBSIDE RECYCLING
CONTRACT BETWEEN THE CITY OF POST FALLS**

AND

NORTHWEST WASTE SOLUTIONS, LLC d/b/a POST FALLS SANITATION

DATED OCTOBER 1, 2005

This Amendment to the Post Falls Solid Waste/Curbside Recycling Contract is made this 2nd day of August, 2011, by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereinafter called the City; Northwest Waste and Recycling, LLC, an Idaho limited liability company, d/b/a Post Falls Sanitation, hereinafter called the Contractor.

WHEREAS, the City entered into a contract with Northwest Solutions, LLC, an Idaho limited liability company d/b/a Post Falls Sanitation on the 1st day of October, 2005 for solid waste collection and curbside recycling within the Post Falls city limits on the 1st day of October, 2005; and

WHEREAS, Northwest Solutions, LLC assigned the contract to Northwest Waste and Recycling, LLC, an Idaho limited liability company, d/b/a Post Falls Sanitation on January 2, 2009; and

WHEREAS, it is the desire of the parties to amend some of the terms of the contract to provide for single-stream recycling.

NOW, THEREFORE, the City and the Contractor, for considerations hereinafter set forth, do hereby agree that the following provisions of the **SOLID WASTE/CURBSIDE RECYCLING CONTRACT** dated October 1, 2005 be amended as provided herein. All other Articles and Attachments to the above-referenced Contract or portions thereof not amended herein shall remain in effect and shall be applicable to this amended contract as if set forth fully herein. The only consideration for the addition of single-stream recycling are the amendments set forth herein.

1. Paragraph 1.0 Definitions, the definitions below shall be amended to read as follows:

"Recycling Broker: Means any business or person engaged in the business of processing recyclables."

"Recycling Bins/Carts: Open bins or carts used for collection of recyclable materials from residential customers."

"Recyclable Materials: For the purpose of this contract recyclable materials which the Contractor shall collect are:

- Aluminum beverage cans.
- Steel cans, also called bi-metal or tin cans -- food and beverage containers.

- Newspapers - also called newsprint - including colored sections, but excluding phone books and other grades and quantities of paper, such as mixed waste ledger or sulfites and kraft.
- Plastic containers: Empty plastic beverage containers composed only of Polyethylene-Terephthalate (PET) and/or High Density Polyethylene (HDPE).
- Magazines: Any consumer periodical magazine printed on slick paper. Does not include catalogs, crossword puzzle books, multiple listing books.
- Old Corrugated Cardboard: Corrugated containers having a liner of either kraft or jute. Prohibited materials include cereal boxes, shoe boxes, soda pop and beer can boxes, and cardboard coated with plastic or wax.
- Phone Books: to be picked up on an annual basis.
- Other- Any materials not on this list but found on the current Accepted Materials Schedule furnished to the City by the Contractor."

2. Paragraph 2.2 Term of Contract, shall be amended to read as follows:

"Contract shall become effective on October 1, 2005. The initial term of the contract shall be for fifteen (15) years, unless terminated earlier pursuant to Paragraphs 5.2 and 5.7.B. The Contractor shall have the option to renew the contract twice for three (3) year terms (twenty-one years total possible with the initial contract period and two renewals). These options are vested entirely with the Contractor and at Contractor's discretion, subject to any constitutional limitations. To exercise the options, the Contractor must give written notice to the City within the first six (6) months of the last year of the contract period of the intent to exercise that option as follows:

Between October 1, 2019 to April 1, 2020 for the option period of October 1, 2020 through September 30, 2023.

Between October 1, 2022 to April 1, 2023 for the option period of October 1, 2023 through September 20, 2026, except that the Contractor may specify its exercise of one or both of the options to continue in the first option period.

All terms and conditions of the contract, or amendments thereto, that are in effect at the time of the option exercise shall apply to the option period.

The City shall have the right to extend the contract unilaterally for up to one hundred eighty (180) days beyond the contract conclusion without change in terms or conditions while a new contract is being negotiated or a substitute contractor is selected and engaged."

3. Paragraph 3.6B Recycling, shall be replaced with the following:

"3.6B Recycling and Sole Right

Contractor shall have sole rights to implement a residential single-stream, co-mingled curbside recycling program within the city limits of Post Falls, Idaho. Contractor shall purchase and

retain ownership of 96 gallon carts, designed for the Post Falls Single-Stream Recycling Program, except as provided in Paragraph 3.7. Contractor shall deliver the carts to each residence that currently receives residential service. Residents shall have the right to refuse the cart. Additional carts shall be delivered to new residential accounts as they develop within the City, subject to Paragraph 2.1. Contractor shall develop and deliver, at its cost, promotional material that describes the Single-Stream Recycling Program and how each resident can participate.

Contractor shall collect recyclables from the single-stream system every other week on the same collection day as regular garbage service.

The City agrees to defend the City's right to enter into this contract."

4. Paragraph 3.7 Recycling Bin Specifications, shall be amended to read as follows:

"Recycling carts delivered by the Contractor shall remain the property of the Contractor. Most carts will be 96 gallons in size, except that 64 gallon carts may be delivered to current one-can accounts grandfathered under this contract in Paragraph 3.1. Consideration of the infirmed, elderly, and disabled will also be taken into account by the Contractor."

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(2/27)

5. Paragraph 3.8 Distribution of Recycling Bins, shall be amended to read as follows:

"Distribution of the single-stream recycling carts by the Contractor shall apply to only duplex and single family dwellings, referred to herein as "residential customers." The Contractor shall purchase the single-stream recycling carts for service to all residential customers within the City's service area. Those recycling carts shall be the property of the Contractor and shall remain at the residence to which they were originally delivered, unless refused by the Customer and returned to the Contractor. Contractor may establish policies for distribution of carts to new customers and replacing lost, damaged or stolen recycling carts as requested by the Customer. The customer may be invoiced for any lost, damaged or stolen carts."

6. Paragraph 3.9 Routing Procedure shall be replaced with the following:

"3.9 Collection of City-owned Recycling Bins

The Contractor shall collect the City provided 45 gallon recycle bins currently being used from each resident wishing to not keep them. Placement of the 45 gallon bin at the curb-side shall be considered evidence that the Customer does not wish to keep the bin. Contractor will sell the bins to the highest bidder to offset the cost of collection of those bins. City will be invoiced for the difference between the cost of collection of those bins and the revenues received by Contractor for the sale of the bins."

7. Paragraph 3.10 Ownership of Recyclables, shall be amended to read as follows:

"Ownership of recyclable material remains with the person or household from which the materials originated until collected by the Contractor. Upon removal by the Contractor from a

designated collection point, rights to exclusive possession and ownership of the recyclable materials are presumed to be vested with the Contractor. Contractor, at its sole discretion, may sell or dispose of recyclable material either locally or out of state. Nothing in this contract prohibits the Contractor from developing new and existing residential recycling business in its own best interest, including the development of its own Recycling Brokerage business and implementing new technology if deemed in Contractor's best interest."

8. Paragraph 3.11 Delivery of Recyclables, shall be deleted.

9. Paragraph 3.11.A Acceptable Condition of Recyclables, shall be amended to read as follows:

"Contractor shall furnish Customers and City with a schedule of acceptable recyclables and conditions of recyclables labeled 'ACCEPTED RECYCLABLES.' This list of acceptable material may change as recycling commodities markets change. Contractor shall, in good faith, collect as many different recyclables as viable and possible."

10. Paragraph 3.11B Household Batteries is deleted

11. Add a new Paragraph 3.11.C to read as follows:

"Contractor shall indemnify and hold the City harmless for the manner in which Contractor collects and delivers any recyclable materials collected by Contractor pursuant to this contract."

12. Paragraph 4.3.B Price Adjustments, shall be amended to read as follows:

"Adjustments or amendments, to this contract shall be in writing, signed by the parties and attached hereto. Service rates shall be adjusted annually on the contract anniversary.

It is the intent of the parties that any disposal expenses incurred by Contractor shall be offset by fee increases. Every year the fees paid to Contractor shall be increased for the coming year as follows:

Services rates shall be adjusted on the contract anniversary date. A cost of service index shall be calculated in the following manner:

- FCI - Fuel Cost Index shall be calculated based on the annual change in the motor fuel component of the transportation subgroup of the Consumer Price Index for urban wage earners as evidences by the annual change shown in the then-current issue of the Monthly Labor Review published by the U.S. Department of Labor.
- ECI - Employment Cost Index shall be calculated based on the annual change in the Employment Cost Index for Civilian Workers, service-producing industry subgroup, as shown in the then-current issue of the Monthly Labor Review published by the U.S. Department of Labor.

The following formula shall determine the adjustment to be made on per-account compensation to be paid:

$$\frac{(\text{Annual \% change in FCI} + 5 (\text{Annual \% change in ECI}))}{6}$$

Annual contract price increase adjustments awarded based upon the above index, the price adjustment will not be a minimum of 1.5% and not greater than 4.0%, plus the Annual Excessive Fuel Costs Surcharge. The first price increase shall occur on October 1, 2008 based on the prior data and then annually each succeeding year.

In addition to the above rate adjustment, effective the 1st day of October, 2011, the Contractor shall be entitled to an Annual Excessive Fuel Cost Surcharge rate increase. Contractor shall, on or before the 1st day of July each year, present to the City the Contractor's average daily diesel fuel cost for the previous twelve (12) months. If the average daily fuel costs exceeds \$3.00 per gallon, a rate increase of 1% per \$.25 over the \$3.00 will be added to the new rate schedule for the City's following fiscal year. If the average daily fuel costs do not exceed \$3.00, there will be no surcharged added to the rate for that year. The amount of surcharge will be calculated on an annual basis.

The Annual Excessive Fuel Cost Surcharge rate increase may cause the yearly adjustment to rise above the 4% increase cap."

13. Any provisions of the original contract not specifically amended herein that are in conflict with the this FIRST AMENDMENT TO POST FALLS SOLID WASTE/CURBSIDE RECYCLING CONTRACT, shall be construed in a manner to be consistent with this amendment.

IN WITNESS THEREOF, the parties hereto have caused this First Amendment To Post Falls Solid Waste/Curbside Recycling to be executed the day and year below written to be effective the day and year above written.

CONTRACTOR
NORTHWEST WASTE AND RECYCLING, LLC
d/b/a POST FALLS SANITATION

CITY
CITY OF POST FALLS

By Philip L. Damiano
Date: 8-3-11

Mayor Clay Larkin
Clay Larkin, Mayor
Date: 8-3-2011



ATTEST:

Charity Cynova
Charity Cynova, City Clerk

**ADDENDUM #2
TO THE AMENDED SOLID WASTE/CURBSIDE RECYCLING CONTRACT
BETWEEN THE CITY OF POST FALLS AND NORTHWEST WASTE AND
RECYCLING, LLC dba POST FALLS SANITATION**

DATED OCTOBER 1, 2005

The City of Post Falls ("**City**"), a municipal corporation of the State of Idaho and Northwest Waste and Recycling, LLC an Idaho limited liability company dba Post Falls Sanitation ("**Contractor**") enter into this Addendum #2 to the Amended Solid Waste/Curbside Recycling Contract dated October 1, 2005 as amended by an addendum dated November 24, 2008 and a first amendment dated August 3, 2011 (collectively the "**Agreement**").

WHEREAS, Contractor desires to invest in new garbage containers for its commercial customers within the City of Post Falls; and

WHEREAS, in order to allow time for Contractor to recoup its investment in new containers, Contractor has requested that the City enter into an extension of the Agreement; and

WHEREAS, The City agrees that it is in the best interests of the residents of the City of Post Falls to extend the Agreement; and

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section 2.2 of the Agreement is amended to read as follows:

2.2. *Term of Contract*

The Contract becomes effective on October 5, 2005 and expires on October 1, 2033 unless terminated earlier pursuant to Paragraphs 5.2 and 5.7.B. The Contractor will have one option to renew for a term of three years. To exercise its option, the Contractor must give written notice to the City between October 1, 2032 and January 1, 2033 of its intent to exercise its option to extend the term of this Contract. All terms and conditions of the Contract, or amendments thereto, that are in effect at the time the option is exercised will apply to the option period. The City has the option to extend the contract unilaterally for up to 180 days beyond the contract conclusion without change in terms or conditions while a new contract is negotiated, or a substitute contractor is selected and engaged.

Executed this _____ day of _____, 2020

CITY:

CITY OF POST FALLS

By: [Signature]
~~Ronald G. Jacobson, Mayor~~
Linda Wilhelm, Council President

CONTRACTOR:

NORTHWEST WASTE AND RECYCLING,
LLC dba POST FALLS SANITATION

By: [Signature]
Philip L. Damiano, Manager

ATTEST:

By: [Signature]
Shannon Howard, City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2020, before me, a Notary for the State of Idaho, personally appeared ~~Ronald G. Jacobson~~ and Shannon Howard, known or identified to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Post Falls executed the same.

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

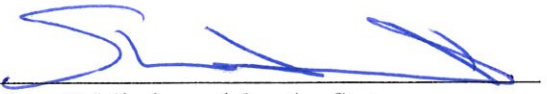
Notary Public in and for the State
of Idaho, residing at _____
My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of January, 2020, before me, a Notary for the State of Idaho, personally appeared **Philip L. Damiano**, known or identified to me to be the Manager of Northwest Waste and Recycling, LLC dba Post Falls Sanitation and acknowledged to me that such limited liability company 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 in and for the State
of Idaho, residing at Coeur d'Alene
My Commission Expires: 11/19/2024

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Shawver Autobody Zone Change - File No. ZC-24-1

ITEM AND RECOMMENDED ACTION:

This item is a quasi-judicial public hearing on a request to rezone a 1.44 acre parcel located at 2915 E. Seltice Way from Heavy Industrial (HI) to Community Commercial Services (CCS) zoning. Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the adopted zone change criteria have been met.

DISCUSSION:

The applicant, Shawver's Autobody, is requesting the City Council rezone its approx. 1.44-acre site from Heavy Industrial (HI) to Community Commercial Services (CCS). The zone change review criteria are listed below. Because this is a quasi-judicial hearing, the City Council can only consider whether these criteria have been met based only on the evidence received during the hearing process:

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

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On August 13th, the Planning and Zoning Commission recommended that the City Council approve the proposed zone change from Heavy Industrial (HI) to Community Commercial Services (CCS).

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Shawver Auto Body Staff Report (ZC-24-1)
3. Exhibit S-5: 2024-08-13 P&Z Minutes Signed
4. Exhibit S-6: Zoning Recommendation Shawver Autobody (ZC-24-1)
5. Exhibit PA-7: YPL Comments
6. Exhibit PA-8: BPA Comments
7. Shawver Autobody Staff PowerPoint (ZC-24-1)

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1A – Zone Change Application

Exhibit A-1B – Special Use Permit Application

Exhibit A-2 – Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Owner Authorization

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – PFSD comments

Exhibit PA-2 – KCFR comments

Exhibit PA-3 – YPL comments

Exhibit PA-4 – PFPD comments

Exhibit PA-5 – PFHD comments

Exhibit PA-6 – DEQ comments

Exhibit PC-1 – Schreiber comments

Exhibit S-5: Minutes 8-13-2024

Exhibit S-6: Signed Zoning Recommendation

Exhibit PA-7: YPL comments

Exhibit PA-8: BPA comments

Exhibit S-4**CITY OF POST FALLS
STAFF REPORT**

DATE: AUGUST 7, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eporter@postfalls.gov • 208-457-3353

SUBJECT: STAFF REPORT FOR THE AUGUST 13th, 2024, P&Z COMMISSION MEETING
SHAWVER AUTOBODY ZONE CHANGE & SPECIAL USE PERMIT
FILE NOS. ZC-24-1 & SUP-24-6

INTRODUCTION:

Tracy Christopherson, property owner, has requested approval to rezone approximately 1.44-acres from Heavy Industrial (HI) zoning to Community Commercial Services (CCS) zoning district and to obtain a Special Use Permit to utilize a paint shop inside their business. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change and special use permit request per the approval criteria contained in Post Falls Municipal Code Section 18.16.010, 18.20.070 (B) and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action. The approval criteria for establishing zoning and the special use permit are:

ZONING CRITERIA:

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

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.

PROJECT INFORMATION:

Project Name / File Number: Shawver Autobody Zone Change & Special Use Permit File Nos. ZC-24-1 & SUP-24-6

Applicant: Tracy Christopherson, 2915 E Seltice Way, Post Falls ID 83854

Owner(s): Tracy Christopherson, 2915 E Seltice Way, Post Falls ID 83854

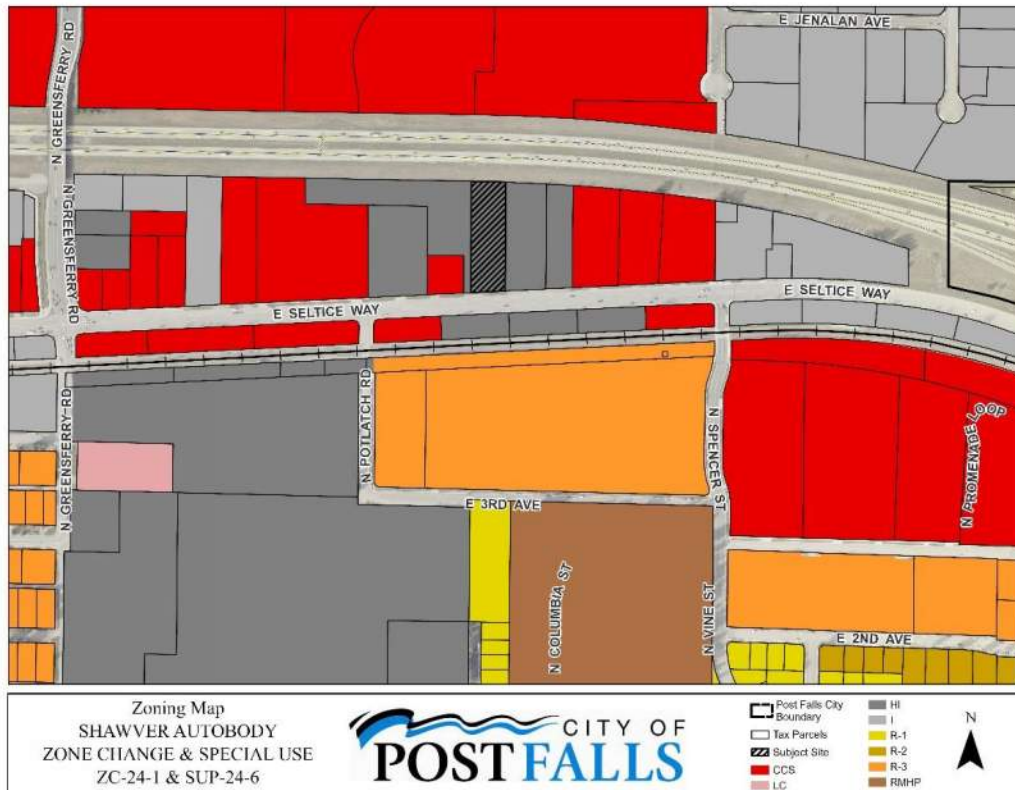
Project Description: Rezone approximately 1.44-acres from Heavy Industrial (HI) zoning district to a Community Commercial Services (CCS) zoning district.

Project Location: The property is generally located on the northside of E. Seltice Way between N. Potlach Road and N. Spencer Street.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located along the north side of the subject property is Interstate 90 rights-of-way and on the southern side there is E. Seltice Way rights-of-way. Land uses directly west of the subject site include a fabrication business and east is a building and supply business. Majority of the uses along this E. Seltice Way stretch include commercial businesses.

Area Context Vicinity Map:

Zoning Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

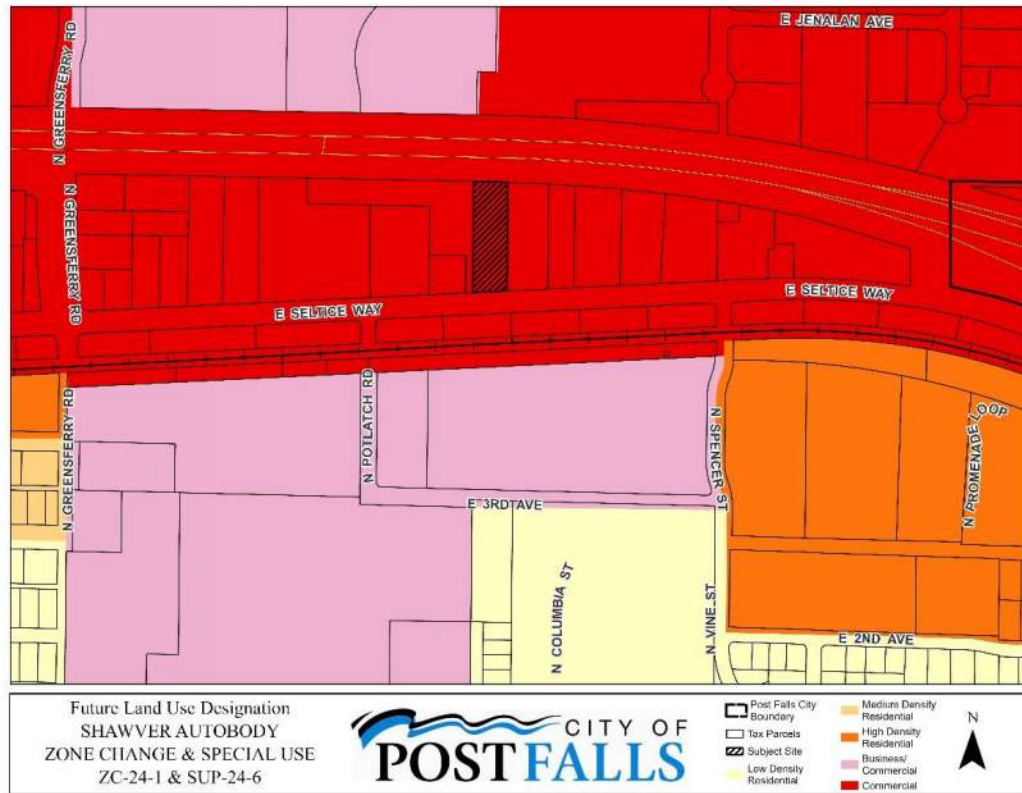
ZONE CHANGE REVIEW CRITERIA

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

The subject site has a future land use designation of Commercial, which provides for a wide variety of general service, retail, professional office, and mixed (commercial and multi-family) uses that serve local and regional residents as well as the traveling public. The Commercial category generally applies to regional and community shopping centers and professional office developments. Retail and Office Commercial areas are generally located throughout the city along major arterial streets. Typical building types include commercial buildings, shopping centers, and office buildings. Future changes to Retail and Office Commercial areas are expected to include additional commercial and mixed-use developments that create a more pedestrian oriented commercial centers and corridors mixed with multifamily housing.

Implementing Zoning Districts: CCM, LC, **CCS**, SC4, SC5, Per Focus Area

Future Land Use Map:



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

This segment of Seltice, within view of Interstate 90, has become the major retail and services district for Post Falls. Major grocers, restaurants, and other retailers occupy this district, benefitting from freeway visibility and the growing Post Falls market. This corridor hosts a wide range of land uses, but industrial uses may soon migrate to other areas of town where rents and land uses are more compatible – creating future infill opportunities that generally favor surrounding patterns. Served by the Highway 41 interchange, this portion of Seltice seems more accessible than it actually is. Having an additional access point (interchange) at Greensferry Road would improve this, and could also provide:

- An alternate route south of the Spokane River (pending construction of the Greensferry Bridge);
- A business route back to Spokane Street along 3rd Avenue;
- An additional link to the northern neighborhoods of Post Falls;
- Increased access to Centennial Trail for commercial uses along this corridor.

Without improved access at Greensferry, this area's ultimate growth potential may be limited. Similar to conditions in Seltice Central, work to improve pedestrian connectivity from residential areas, refining land use patterns and scale, and planning for safe, walkable corridors are worthy objectives in this area. The following items affirm or guide development of key policies for this area, or suggest future action items for the Seltice East focus area:

- Seek incentives to promote infill development within this area;
- Improve access from I-90;

- Improve access to and from the Centennial Trail;
- Seek opportunities to beautify the Seltice Corridor.

Staff Comment: This property is currently being utilized as an existing autobody shop and has been established for some time. The applicant has conveyed no intention of removing the business that is currently there. The existing use aligns with the future land use designation being commercial and is one of the wide range of land uses as outlined in this focus area.

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

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

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

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

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

Staff Comment: Commercial development may be beneficial to assist with providing community prosperity and fiscal health as they generally provide the higher valued parcels and investments with diverse land uses. The Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Any additions to this existing business will need to adhere to impact fees for development through permitting to help maintain/enhance the community's levels of service.

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

Staff Comment: The requested rezone helps to align the existing use as commercial, but maintains its support of long-term fiscal health through this use as it has been established and providing service to the community over the previous years.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed CCS zone could potentially enhance the resident's quality of life in that area by providing the businesses service to the immediate area, which would not require further travel to those living close by.

- Promote compatible, well-designed development;

Staff Comment: Development on site has been established and future development would need to meet currently adopted codes, regulations and

standards at the City, state and federal levels.

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

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. Services are already in place for this existing business and will be reexamined at the time of redevelopment or future additions.

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

- Future land use mapping;

Staff Comment: As stated previously in this report this area is designated as future commercial and this category provides for a variety of typical retail and office uses. Commercial zoning should help facilitate these types of developments as well as compliment the surrounding commercial activity along the Seltice corridor.

- Compatibility with surrounding land uses;

Staff Comment: Currently the surrounding land uses, from the Project Information section of this report, is compatible as the subject site is currently providing a commercial use and the surrounding area is comprised of other commercial and some industrial developments, which would be incompatible.

- Infrastructure and service plans;

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

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

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

Water would be serviced by the City of Post Falls. A water main is currently located adjacent to the property and service is provided to the existing buildings upon the subject property. The property requesting the zone change is identified in the City of Post Falls Water Master Plan as being serviced by the referenced water main. The requested zoning is in conformance with the land use assumptions within the City's Water Master Plan.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Seltice Way, a principal arterial and critical arterial corridor. The Signalized intersection of Seltice Way / Cedar St. is located approximately 1,000 feet to the east and the signalized intersection of Seltice Way/Greensferry Road is located approximately 1,600 feet to the west. There is

current roadway capacity along Seltice Way to support existing and projected long range transportation needs. The requested zone change and special use permit is not anticipated to modify traffic patterns or volumes. Frontage improvements along Seltice Way would be required with site development. Access would be reviewed at the time of site development and would be required to comply with City Access Standards.

The site is benefitted by Seltice Ways access to other local and regionally significant roadways.

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

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

Policy 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;
- 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.

Staff Comment: The request for rezone to CCS may help to retain the existing business and uses from a legacy zoning of Heavy Industrial (HI). Additional commercial zoning and redevelopment/expansion opportunity may help to increase the existing businesses as well as attract other businesses to the area. In turn this may help to diversity the local economic base and create further local businesses.

Policy 89: Support Jobs Plus, the Chamber of Commerce, local business and civic groups in promoting Post Falls.

Staff Comment: A rezone to CCS from a legacy zoning does help long term business on the subject property as it helps retain, and support, the commercial use for future uses while bringing the existing business into more conformance with City standards.

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

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

EVALUATION OF SPECIAL USE PERMIT APPROVAL/ REVIEW CRITERIA:

A. Implementation of the special use will/will not conform to the purposes of the applicable zoning district.

Staff Comment: Part of the existing use of the business is a paint shop, which requires a special use permit within the CCS zoning district per PFMC 18.20.030. If the zone change is approved then the special use permit would be required.

- 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.**

Staff Comment: Addressed in Criteria A

- 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.**

Staff Comment: Currently the business has been in operation over the years and no impact to the health, safety or welfare of the public, or with adjacent land uses, have been reported. An existing commercial use is compatible with other surrounding commercial uses. Some of the vacant nearby lots may be developed as commercial or industrial and majority of uses allowed in those zoning districts would be compatible as outlined in the land use table.

- D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.**

Staff Comment: The special use permit request, for the paint shop use inside the existing building, aligns with the previously stated goals and policies found within the zone change review criteria section 2. The special use would allow the existing business to operate and provide services to the community in support of goals 1 and 7, as well as policies 1, 2, 86 and 89.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Exhibit PA-1 Post Falls School District - Remains neutral
 Exhibit PA-2 Kootenai County Fire & Rescue - Will comment in permitting process
 Exhibit PA-3 Yellowstone Pipeline Co. – No comments
 Exhibit PA-4 Post Falls Police Department – Remains neutral
 Exhibit PA-5 Post Falls Highway District – No comment
 Exhibit PA-6 Department of Environmental Quality – Update air quality permit to reflect changes in operation

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on July 19, 2024. Notice has been published in the Coeur d'Alene Press on July 23, 2024. The property was posted August 2, 2024.

ZONE CHANGE MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

SPECIAL USE PERMIT MOTION OPTIONS: The Planning Commission may approve the requested Special Use Permit as presented, approve with conditions, or deny the Special Use Permit request.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed Shawver Autobody Special Use Permit. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SPECIAL USE CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. Approval of the proposed special use permit is contingent upon the requested zone change (ZC-24-1) approval.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1A	Zone Change Application
Exhibit A-1B	Special Use Permit Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Owner Authorization

Staff Exhibits:

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

Testimony:

Exhibit PA-1	PFSD comments
Exhibit PA-2	KCFR comments
Exhibit PA-3	YPL comments
Exhibit PA-4	PFPD comments
Exhibit PA-5	PFHD comments
Exhibit PA-6	DEQ comments
Exhibit PC-1	Schreiber comments

Zone Change (Map Amendment)

ZC-24-1

Submitted On: May 8, 2024

Applicant

 Tracy Christopherson
 208-457-4040
 tracy@shawversautobodyrv.com

Primary Location

2915 E SELTICE WAY
POST FALLS, ID 83854

Applicant Information

Applicant Type

Owner

Applicant Name

Tracy Christopherson

Phone

208-457-4040

Email

tracy@shawversautobodyrv.com

Address

2915 E. Seltice Way

City, State & Zip Code

Post Falls, ID 83854

Amendment Information

New Field

--

Description of Project/Reason for Request

We submitted for a building permit and found our zoning of Heavy Industrial has been changed to Legacy Zoning which requires us to rezone our property to do any renovations, development or additions.

Tax Parcel Number

P2150001002A

Existing Zoning

Legacy Zoning

Adjacent Zoning

Heavy Industrial

Current Land Use

Auto Body Collision repair shop

Adjacent Land Use

Commercial and Industrial

Proposed Zone

CCS

Application Certification

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

true

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

true

Special Use Permit

SUP-24-6

Submitted On: May 8, 2024

Applicant

 Tracy Christopherson
 208-457-4040
 tracy@shawversautobodyrv.com

Primary Location

2915 E SELTICE WAY
POST FALLS, ID 83854

Applicant Information

Applicant Type

Owner

Phone

1-208-457-4040

Address

2915 E. Seltice Way

Applicant Name

Tracy Christopherson

Email

tracy@shawversautobodyrv.com

City, State & Zip Code

Post Falls, ID 83854

Site Information

Proposed Project Name

Paint material use and storage as well as vehicle detailing permit

Description of Project

Due to the need to rezone our property, we need to apply and receive a special use permit to continue doing business in the same manner we have for the past 10 years

Existing Zoning

Legacy Zoning

Current Land Use

Commercial/Industrial

Size of Site

--

Adjacent Zoning

Heavy Industrial Legacy Zoning

Adjacent Land Use

Commercial/Industrial

Site Density, if applicable

--

Application Certification

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file.

true

The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing the public hearing.

true

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

true

We are respectfully requesting a Special Use Permit to go along with our request for rezoning to Community Commercial Services. We have recently been notified that our original zoning of Heavy Industrial is no longer available through the City of Post Falls. In keeping in line with the city's Comprehensive Plan of rezoning the East Seltice area, where we currently own and operate our business, to Community Commercial Services. Industrial Zoning is not part of the Comprehensive Plan for the city in this area, so we find it is necessary to acquire a Special Use Permit as paint materials are not allowed in this category unless permitted. Since Auto Body and Paint is what we do, it is imperative that we acquire this Special Use Permit.

We are an independently owned and operated Body Shop-one of a few left in this area. We offer our customers the opportunity to have repairs done by a shop that does not belong to a large corporation. Being independent and family owned allows us to be more flexible than other shops and do repairs they may not offer due to restrictions laid out by corporate. For example: the age of the vehicle or being a self-pay instead of filing an insurance claim, have been problematic for some of our customers, when inquiring with the corporate ran shops.

We are in the need of additional space for our parts storage. This need required we submit for a building permit, this is when we found that our area was rezoned as legacy, to trigger the planning department to look at our zoning options and that is why we are here. We are not asking for a zone change because we want to, we need to in order to make the best use of our space and create better efficiency within the shop.

We are requesting to be rezoned to Community Commercial Services (CCS) which we are aware is consistent with the new zoning future land use map for this area and the currently adopted Post Falls Comprehensive Plan. Since we are a collision repair body shop, we also do paint work and have been made aware that CCS zoning will require a special use permit. We are also filing for this special use permit to incorporate with our new zoning.

The implementation of this permit would conform to the purposes of our new zoning district. We are surrounded by other commercial/Industrial businesses. We all operate similar hours so there should be no resistance to this permit. We are compatible with other businesses in our immediate area and we do work for each other when the need arises. We have been operating for 10 years now and feel that allowing us to continue under a Special Use Permit should not change anything.

We have been operating with a new paint booth since 2020 that was properly permitted and all of the requirements were met with State law, City ordinances and regulations as well as the DEQ. This booth is state of the art and much more efficient.

The land use would remain the same as in the past, we will be adding on an additional parts room to make better use of our space and allow our technicians to be more efficient.

The proposed Special Use Permit will be compatible with the health, Safety and welfare of the public in mind. Our paint mix room is fully enclosed in case of any major spillage. All paint waste is on secondary containment platforms and removed by a licensed hazardous waste removal company and with the new paint booth, we are much more efficient.

The proposed Special Use Permit will comply with the goals and policies found within the Comprehensive Plan:

(G-01) Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

As a long term business in this area, we feel we will be here to continue contributing to the local economy, not just the services we provide but also the employment of 14 people, all of whom help stimulate the local economy when they purchase items outside of work.

(G2) Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.

We provide a high quality level of service to our customer. Going to a body shop is not top on people's priority list and they are usually not very happy to see us.

We strive to insure that they are inconvenienced as minimally as possible during this trying time for them. We get our work by word of mouth and repeat customers, and have a great reputation and Google reviews. We plan on keeping those high ratings.

(G12) Maintain the City of Post Falls' long-term fiscal health

As a long term service oriented company, which has been here for 10 years now, we plan to continue on for many years to come. Which will contribute the long term fiscal health of our community.

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service; we strive to provide great customer service and repairs and will continue to do so in the future.
- Foster the long-term fiscal health of the community; being a long term business in this area and being well known, I believe we will be able to continue contributing to the fiscal health of the community.
- Maintain and enhance resident quality of life; as a business that helps people when they are stressed from an accident, we walk them through the process and return their vehicle back to pre-accident condition. These services can only help to enhance the quality of life during this trying period of time.
- Promote compatible, well-designed development; any improvements that have been made or will be made in the future have been and will be well thought out and be an improvement on our immediate area.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans. Our goal is to keep our employees working in a safe environment which ultimately will help the economy of Post Falls. This will help the city create a diverse economy where residents can choose to work and live.

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping; Per the future land use map for Post Falls, we will be compatible with the new zoning as the goal for Post Falls is for this area to be

zoned as Community Commercial Services. Currently our adjacent neighbors are also commercial or heavy industrial.

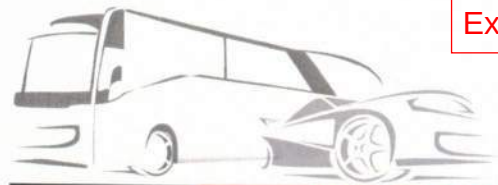
- Compatibility with surrounding land uses; the business around us are also industry related even though they have not been rezoned at this time. We all operate around the same time frames during the day so there should be no conflict with us running the business the same way we have for the past 10 years.
- Infrastructure and service plans; we are a commercial services business and fit well into the new zoning of the area.
- Existing and future traffic patterns; there will be no need to change any of the traffic patterns in the area to accommodate the zone change for us.

[P.72] Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply. We put in a permitted parking lot in 2014, to help insure there is not damage from vehicles on our property causing any issues with the aquifer.

There will be no demonstrable adverse impact upon the delivery services of any political subdivision providing public services within the city if our zoning is changed

Exhibit A-3





SCOTT SHAWVER'S
AUTO BODY & RV

2915 E. Seltice Way • Post Falls, ID 83854
P. (208) 457-4040 • F. (208) 620-3989

May 7, 2024

To whom it may concern:

As the owner of T&R Enterprises and the sole member of Scott Shawver's Auto Body and RV, I give permission and authorization for myself, Tracy Christopherson or my husband Robert Christopherson to apply for the new rezoning and special use permit and to be present during the special hearings as needed. Should we be unavailable to attend these special hearings, I appoint my contractor Kevin Johnson (BFH Construction) and /or our manager Mark Ferguson to act on our behalf.



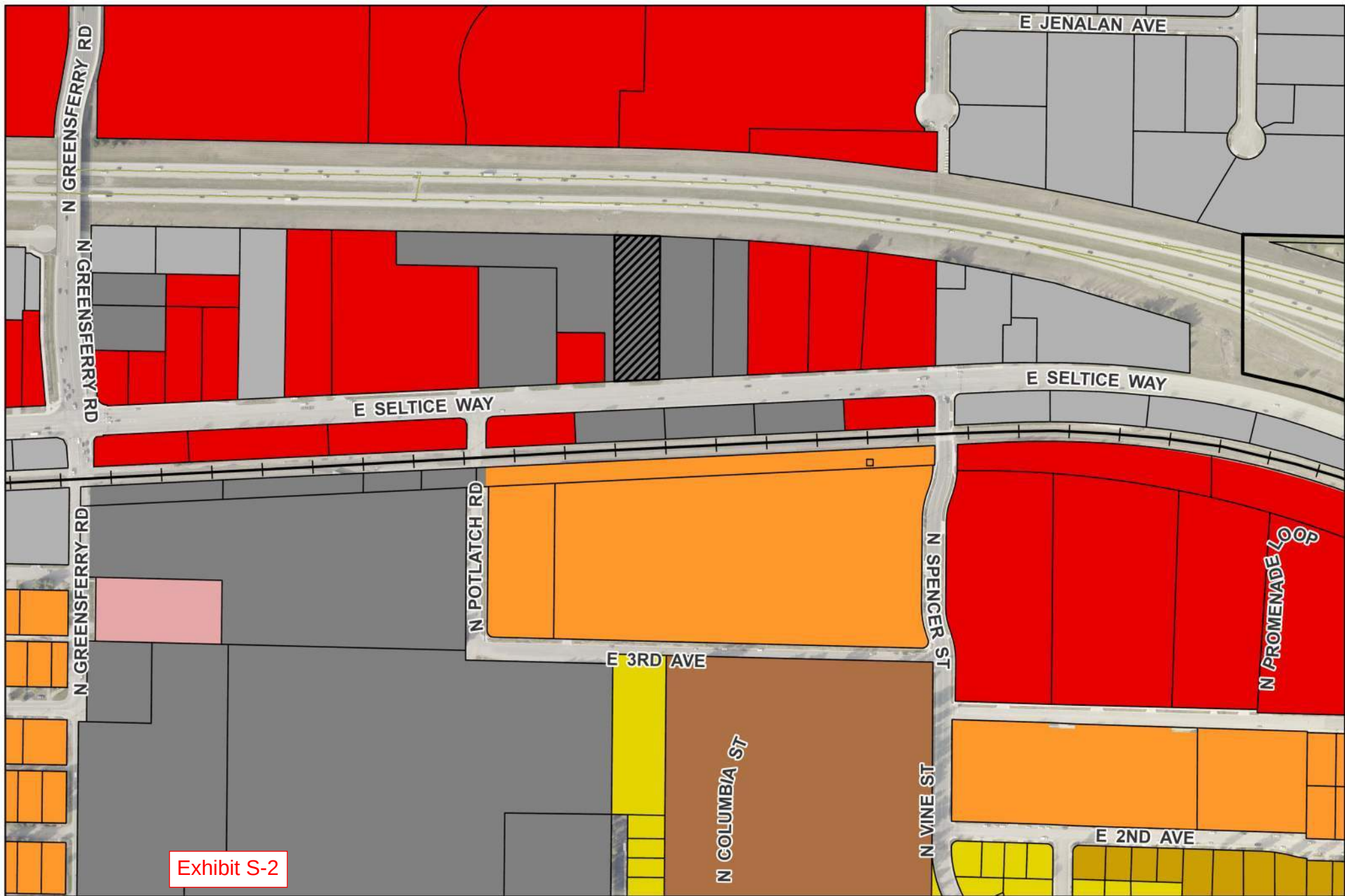
Exhibit S-1

Project Location
SHAWVER AUTOBODY
ZONE CHANGE & SPECIAL USE
ZC-24-1 & SUP-24-6



- Post Falls City Boundary
- Tax Parcels
- Subject Site





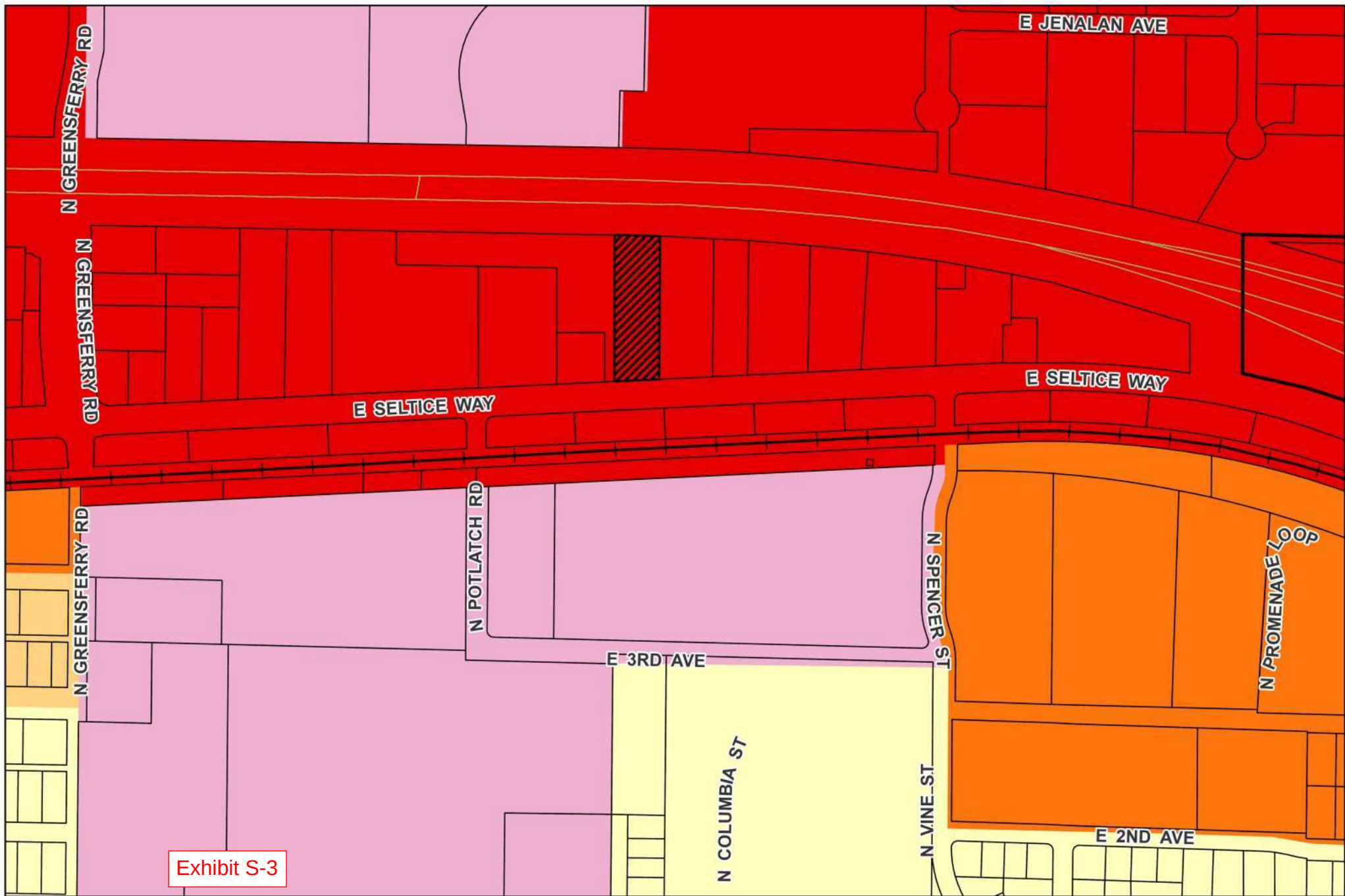
Zoning Map
SHAWVER AUTOBODY
ZONE CHANGE & SPECIAL USE
ZC-24-1 & SUP-24-6



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- CCS
- LC

- HI
- I
- R-1
- R-2
- R-3
- RMHP





Future Land Use Designation
 SHAWVER AUTOBODY
 ZONE CHANGE & SPECIAL USE
 ZC-24-1 & SUP-24-6



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Low Density Residential

- Medium Density Residential
- High Density Residential
- Business/Commercial
- Commercial





POST FALLS

SCHOOL DISTRICT #273

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

September 8, 2023

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

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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

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

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

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

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

Post Falls High School	1645	1800
New Vision High School	144	225

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

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

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

Respectfully,



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

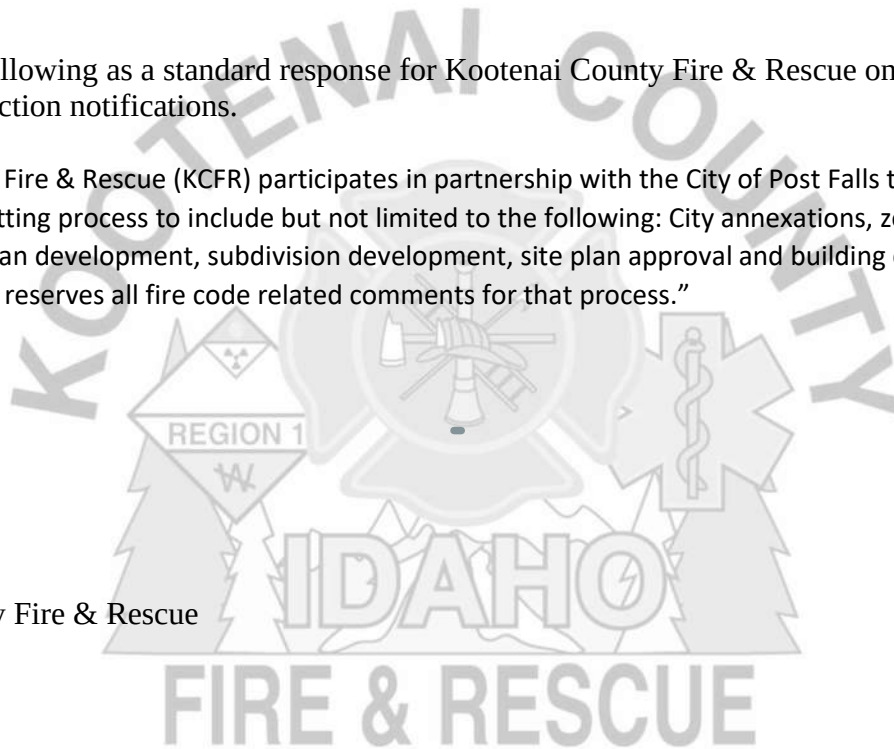


Exhibit PA-3

From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notice to Jurisdictions Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6
Date: Tuesday, July 23, 2024 12:52:03 PM
Attachments: [image001.png](#)
[Exhibit PH-2 NTJ Shawver Autobody File Nos. ZC-24-1 & SUP-24-6 \(1\) \(2\).pdf](#)

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Good Afternoon Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, July 23, 2024 1:16 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krono@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

July 23rd, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6

The Police Department has reviewed the above listed special use permit and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, July 31, 2024 2:48 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6

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

The PFHD has no comment.

Jonie Anderson
 Post Falls Highway District
 208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, July 23, 2024 12:16 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner

Exhibit PA-6

From: [Christine Harmon](#)
To: [Nancy Thurwachter](#)
Cc: [Kristie May](#)
Subject: Comments: Notice to Jurisdictions Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6
Date: Thursday, August 1, 2024 10:57:59 AM
Attachments: [image001.png](#)

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

Hello Nancy:

Air Quality Comments for Shawver Autobody SUP application.

Changes to currently permitted facility, ID 055-00128 PTC No. P-2020.0010, AKA Shawver Autobody, must comply with IDAPA 58.01.01. 200 et al Procedures And Requirements For Permits To Construct. This means that they must update their air quality permit to reflect the change in their operations.

Additionally, facility activities, including but not limited to, site prep must comply with IDAPA 58.01.01650-651 Rules for the Control of Fugitive Dust. Should fugitive dust be generated during modifications to the facility, reasonable efforts must be made to control the dust.

If you have any questions about the comments this project has received please contact:

- Shawn Sweetapple for air quality. 208-769-1422

Thank you-

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, July 23, 2024 12:16 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon

<Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagabage.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please find attached the Notice to Jurisdictions for the Shawver Autobody Zone Change and Special Use Permit File Nos. ZC-24-1 and SUP-24-6 that is scheduled for the Planning and Zoning meeting on August 13, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

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



07/31/2024

PUBLIC COMMENT

Shawver Autobody Zone Change & Special Use Permit File No. ZC-24-1/SUP-24-6 Exhibit: 4A

Applicant: Shawver Autobody

Location: The northside of E. Seltice Way between N. Potlach Road and N. Spencer Street.

Request: To rezone approximately 1.44-acres from Heavy Industrial (HI) zoning to Community Commercial Services (CCS) zoning district and to obtain a Special Use Permit to utilize a paint shop inside their business.

Hearing Date: August 13, 2024

Questions list:

Name: Chris Schreiber

Address: 6571 W Big Sky Drive, PostFalls

Email: chris.schreiber@khco.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer:

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

Is the request for commercial or high-density residential?: Yes

If the request for commercial or high-density residential.: Yes

Please explain your answer:

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

Is the request for limited or neighborhood commercial or low density residential?: No

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?:

Please explain your answer:

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

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Please explain your answer: CCS matches the comp plan commercial designation.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Please explain your answer:

Please Provide Your Position on the Proposed Special Use Permit: In Favor

1. Would implementation of the proposed Special Use Permit conform to the purposes of the applicable zoning district?: Yes

Comments:

2. Is the requested special use an allowable use in the applicable zoning district and does the special use comply with all other applicable laws, ordinances and regulations of the State and City?: Yes

Comments:

3. Will the proposed special use be compatible with the health, safety and welfare of the public or with land uses in the vicinity of the proposal?: Yes

Comments:

4. Will the proposed special use comply with the goals and policies found within the Comprehensive Plan?: Yes

Comments:



**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**August 13, 2024
5:30 PM**

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

REGULAR MEETING – 5:30 PM

**CALL TO ORDER
5:32 PM**

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Present: Walton, Steffensen, Schlotthauer, Hampe, Carey

Excused: Kimball, Wilhelm

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

None

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes July 9, 2024 Planning & Zoning meeting

Motion by Hampe to accept the Consent Calendar as presented

Second by Walton

Vote: Hampe - Yes, Schlotthauer- Yes, Steffensen- Yes, Walton- Yes, Carey- Yes
MOVED

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

- a. North Place East 2024 Reasoned Decision File No. SUBD-23-7

Chris Gabbert, Deputy City Attorney: The public hearing was held June 11, 2024, for the Reasoned Decision for the North Place East subdivision. Accompanying the draft Reasoned Decision is a memo from Field Herrington, Legal Services Director, and myself to the Planning and Zoning Commission. There was discussion during the deliberation about a condition restricting the multifamily development on parcel seven. After further discussion with legal counsel, we recommend that we not include that condition in the final approval of the Reasoned Decision at this time. In reviewing the original agreement, we feel it would be a violation of what the city has already agreed to with the developer. Approving with that condition would likely be immediately appealed to council and likely reversed. It's my recommendation, and what is before you today, is the approval of the draft Reasoned Decision without that condition attached.
Schlotthauer: It was a compromise with the residents in the area based on agreements made during the sales of the neighboring parcels. We asked the developer if he'd be open to that condition and he nodded his head yes.

Gabbert: I don't know if the developer was entirely in favor of imposing a condition contrary to what he'd already agreed to in this type of public hearing. Subsequent conversations with them revealed that they disagreed with that approach. We received some correspondence from the developer that states "I'm not in favor of this condition, I'd like to stick with my original agreement. Thank you."

Steffensen: This is the agreement from 2021?

Gabbert: Yes, the original Development Agreement executed by the City Council and binding that to the property. I recommend that the city sticks to the previous agreement.

Motion by Carey to Approve as included in tonight's packet.

Second by Hampe.

**VOTE: Schlotthauer – No, Walton – Yes, Carey – Yes, Hampe – Yes, Steffensen – Yes
MOVED**

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Anytime Archery File No. SUP-24-5

Public Hearing Opened: 5:45 PM

Staff Report

Ethan Porter, Associate Planner presenting: Kevin Bunce has requested, on behalf of Douglass Properties the owner, approval for a Special Use Permit to have an indoor archery range in the Community Commercial Services (CCS) zone. This use is requested for Lots 2 and 3 of Block 1 within the Expo at Post Falls 9th Addition, which is on approximately 8.68-acres. The project is located on the southside of W. Expo Parkway between N. Beck Road and W. Jacklin Road. It is approximately 560 feet southwest from the intersection of W. Jacklin Road and W. Expo Parkway **Surrounding Land Uses:** Adjacent to the east is a storage facility business currently being developed. Located adjacent to the south, it includes Interstate 90 rights-of-way. Directly west of the subject site is the Amelia Apartments phase II, which is currently being constructed. W. Expo Parkway right-of-way is located directly north with Woodbridge South Subdivision across the roadway. Currently, each lot has a developed site and an existing large building. It's over the Rathdrum Prairie Aquifer. The City of Post Falls is already servicing the site with water and sewer. The proposed requested special use is not anticipated to have an impact that would adversely impact the adjoining transportation systems. Expo Parkway is a major collector roadway, and it has required capacity to serve the requested use.

Surrounding Zoning Districts: East and west of the subject site is Community Commercial Services (CCS) zoning. North and south of the proposal are made up of road right-of-way. Comprehensive goals and alignment with comprehensive policies were discussed, including goal 7 and policies 58 and 86. Mr. Porter presented the six criteria the Planning and Zoning Commission may attach to the approval for a Special Use Permit. 1) Minimizing adverse impact on other development. 2) Controlling the sequence and timing of development. 3) Controlling the duration of development. 4) Assuring that development is maintained properly. 5) Controlling the location and setbacks of development. 6) Requiring more restrictive standards than those generally required in the zoning ordinance.

Schlotthauer: How many parcels is this?

Porter: Two, lot 2 and 3 of block 1 of the Expo 9th. The intent is to utilize one of the buildings. They included both lots in their application for possible expansion.

Applicant Chris Schreiber: I'm here tonight speaking on behalf of Kevin and Lisa Bunce who are present. The proposal conforms with the purpose and intent of the CCS zone. Indoor archery is specifically listed as an allowable use with a special use permit. This use would have less of a negative impact than most of the allowable uses under the CCS zone. This would offer the community a new opportunity for a healthy, physical, family-oriented activity year-round. Indoor archery has one of the lowest injury rates. It is compatible with the neighborhood and provides a buffer. Our use is a light intensity use for those buildings. Addressing community concerns regarding use, this is one of the lowest intensity uses with one of the lowest potential negative impacts on the community in the CCS zone because the facility is fully contained all indoor. It generates little to no noise, no odors, no Hazmat concerns, no commercial truck traffic, operates during normal business hours, and there's no production of unusual or atypical light pollution. An indoor facility like this has the greatest potential for a positive impact on the community that will attract business from the outside area in addition to local business. It complies with the vision statement in the comp plan, addressing six of the eight factors including educational opportunities, balanced and beneficial growth, healthy economy, youth programs and family-oriented events and services. This supports the 14 goals of the comp plan, specifically addressing six; 1) supporting a balanced and resilient economy, 2) maintain and improve high quality, affordable, and efficient

community services, 3) maintain and improve small town's charm and beauty, 4) establish land use pattern, 5) provide and support parks and 6) recreational opportunities on pace with our growth. The public concerns that were received addressed parking and congestion. The 24-hour component refers to 24-hour member access to the facility. There will be one or two lanes open 24 hours a day, not the entire facility. The facility will be staffed with about 5 employees for about 5 to 10 customers during normal business hours, which is far fewer than a facility of this size normally houses. Regarding events, typically a major event will be around 100 people. That includes contestants and participants, to be held on the weekends when adjacent businesses will be closed. This will generate little if any commercial type of truck traffic.

Carey: This will be all indoors.

Schreiber: Yes

Carey: And it will be 7 days a week, 24 hours a day?

Schreiber: The pro shop will be normal retail hours comparable to Cabela's. The 24-hour a-day portion is for members only with card access for one or two lanes of archery with a separate entrance. This will be about a 20,000 sq. ft. facility, about half of one of the two existing buildings. We put both lots on the request because we are still in the final negotiations on the lease, and we aren't sure exactly which building we will be in.

Testimony:

In Favor: None Neutral: None

In Opposition: William Fletcher, Post Falls (not wishing to speak): Opposed due to traffic issues. On Expo Parkway with the apartments there, parking on the street is out of hand and cars are traveling at high speeds. There will not be parking spots for 200 cars.

Rebuttal:

Schreiber: There's marked parking along Expo Parkway and the backside is paved but not marked. With the available land there, we could have parking for between 750 and 1,200 cars.

Steffensen: How often will you have an event where there might be 100 – 200 cars?

Schreiber: A couple of times of year for something that big.

Kevin Bunce, Owner: I believe there are over 120 designated parking spots on both of those buildings. We're anticipating about 100 participants at most of our events and most participants will be multiple people in one car. For events on the weekend, the other businesses will be closed and there will be parking available.

Public Hearing Closed 6:16 PM

Schlotthauer: Was Woodbridge part of the original Expo development?

Jon Manley, Planning Manager: Originally it was all industrial as a job creation type of center.

Afterward, Woodridge said they needed additional single family and multifamily rooftops to promote the commercial of that area. It was meant to be a job center for job creation, much like Riverbend to the south. Due to price points and the market, changes were made to the plan to what you see out there now.

Schlotthauer: It isn't a situation where some commercial snuck in next to residential, it was a commercial area that some residential was developed in?

Manley: Yes. There have been some zone changes for a period that went from industrial to commercial and some public notices to create that commercial zoning.

Review Criteria:

A.

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

Carey: It is allowed in that zone with a special use permit, and it's adding recreation to the area.

Chris Gabbert, Deputy City Attorney: The applicant noted the purpose of the district is to support some retail services and community types of uses.

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, ordinance, and regulations of the city and the state.

Gabbert: Commissioners pointed out that it is allowed as a special use permit and there was no testimony of any other violations or anything else impeding the development.

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.

Carey: It would be compatible. It's indoor recreation and one of the lesser uses that are allowed.

Hampe: It provides a buffer between high density and industrial.

Steffensen: The applicant spoke about health, safety, and how safe archery is opposed to other sports. It will add some value to the residents of the city and the county.

Gabbert: There was testimony about compatibility being fully contained, no odors, no noise or commercial truck traffic normally found in industrial or intensive commercial use.

D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

Steffensen: It helps with growth for businesses in the city, supporting land pattern uses, and provides a buffer between the high density and industrial zones.

Carey: It helps with filling a building that's not currently being used.

Gabbert: The staff report indicates policy 58, providing a range of recreational opportunities and park facilities for Post Falls residents.

Schlotthauer: Goal 1 is one of the biggest points about the resilience in Post Falls. We don't need an empty building, putting a business in there seems like a compatible use.

Steffensen: A product like this will be used.

Motion by Hampe to Approve Anytime Archery File No. SUP-24-5 finding that it meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a written Reasoned Decision.

Second by Walton.

VOTE: Schlotthauer – Yes, Carey – Yes, Walton – Yes, Hampe – Yes, Steffensen - Yes

MOTION MOVED

b. Shawver Autobody File Nos. ZC-24-3 & SUP-24-6

Public Hearing Opened: 6:25 PM

Staff Report

Ethan Porter, Associate Planner presenting: Tracy Christopherson, the applicant and property owner, has requested approval to rezone approximately 1.44-acres from Heavy Industrial (HI) zoning to Community Commercial Services (CCS) zoning district and to obtain a Special Use Permit to utilize a paint shop inside their business. **Project Location:** The property is generally located on the northside of E. Seltice Way between N. Potlach Road and N. Spencer Street. Currently, it is a commercial autobody business, over the Rathdrum Prairie Aquifer, and Post Falls provides water and wastewater. **Surrounding Land Uses:** Located along the north side of the subject property is Interstate 90 rights-of-way and on the southern side there is E. Seltice Way rights-of-way. Land uses directly west of the subject site include a fabrication business and east is a building and supply business. The majority of the uses along this E. Seltice Way stretch include commercial businesses. The future land use is designated as commercial in the Seltice East Focus Area (SEFA) implementing the zoning districts of CCM, LC, CCS, SC4, SC5. Seltice East seeks incentives to promote infill development within this area and opportunities to beautify the Seltice Corridor. Comprehensive goals and

policies were discussed, including goals 1 and 7 and policies 2 and 86. This is an existing business on a legacy zoning heavy industrial they're proposing CCS. They want to retain the business and utilize it as it is. Future development and additions to this lot would trigger this zone change. The automotive use would be more in conformance with the CCS zoning than heavy industrial. We look at these policies and goals to maintain and utilize the existing business on this property with a better zoning classification.

Schlotthauer: This was triggered because they applied for a building permit to add on, and they couldn't do that under the current zoning?

Porter: Correct. Industrial zoning is legacy zoning, and you can't add to non-conforming. The zone change would be more in conformance. DEQ did comment on the Special use Permit to update air quality permit to reflect changes in operation.

Steffensen: Is that a condition the commission would have to add?

Porter: It would be advised to add that condition because DEQ did comment on it. The applicant can speak to that. Moving into the Special Use Permit, the request is for approval to utilize a paint shop inside the business. Within the CCS zone that use would be categorized as a special use permit needed. Comprehensive goal 7 and policy 86 were discussed.

Applicant Tracy Christopherson: I'm the owner of Shawver Autobody. We have been in business for 10 years, I employ 14 people, and I am active in the community. CCS is consistent with the future land use. We won't have an impact on the community as we are already established and nothing will change with traffic in the community. Everything around us operates during the same hours as we do. We are just trying to be compliant.

Hampe: Did you have any correspondence with DEQ?

Christopherson: I have not been notified by DEQ. In 2019, we installed a new painting booth. We were permitted and DEQ properly registered us. The new building is for a parts room, not a painting booth.

Testimony: None

In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed 6:40 PM

Zone Change Review Criteria:

Gabbert: Regarding the comments from DEQ, I don't see a specific recommendation to include that as a condition of the approval of the special use permit. We don't condition our approval on compliance with other agencies. That would be addressed by the applicant directly with DEQ.

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

Steffensen: They are in a Legacy Zone and CCS fits with everything else around it.

Manley: Commercial is the future land use designation, CCS is one of the implementing zones that's noted in that future land designation. Industrial is not one of the options.

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

Schlotthauer: Yes, especially policy 86, retaining existing businesses.

Gabbert: There's supportive testimony for goal 1 and policy 2.

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

Hampe: They are not going to have any additional services, and they have been there 10 years.

Steffensen: They've been painting since 2020. They will be using the same water and sewer.

Gabbert: DEQ did have that comment that their permits would need to be updated if they are impacted under the adapa rules.

Schlotthauer: I would note that it is unfortunate that the company must go through this for their addition of building. The staff has done a good job walking them through the process.

Motion by Hampe to recommend Approval Shawver Autobody Zone Change File No. ZC-24-1 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation to be provided to the City Council.

Second by Schlotthauer.

VOTE: Carey – Yes, Schlotthauer– Yes, Walton– Yes, Steffensen– Yes, Hampe - Yes

MOVED

Special Use Permit Review Criteria:

Gabbert: This action would be provisional to the zone change.

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

Steffensen: This type of business is allowed as a special use permit in the CCS zone.

Gabbert: It is situated adjacent to several other types of CCS businesses.

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 regulation of the city and the state.

Gabbert: There was testimony to and acknowledgment by the commission that it is an allowed use as a special use in the CCS zone.

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.

Commissioners agree that this is very compatible, it is an existence business as a body shop for 10 years and painting for 4 in accordance with all the rules and regulations.

Hampe: They are not making any changes that would impact the health, safety, and welfare of the public.

Gabbert: There has been no testimony or evidence to the contrary.

D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

Gabbert: That was covered in the decision portion for the zone change recommendations. The same goals are supportive.

Motion by Carey to move to Approve Special Use Permit File No. SUP-24-6 finding that it meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations subject to condition one contained in the staff report and direct staff to prepare a written Reasoned Decision.

Second by Schlotthauer.

VOTE: Carey – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe - Yes
MOVED

- c. Mongeau Meadows Annexation & 1st Addition Subdivision File Nos. ANN-24-3 & SUBD-24-2

Public Hearing Opened: 6:50
Staff Report

Jon Manley, Planning Manager: Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex and subdivide approximately 5.8-acres into a total of 21 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1). Project Location: The property is generally located south of E. 16th Ave. between N. Idaho St. and N. Syringa St (south of the intersection of N. Quail Run Blvd. and E. 16th Ave.). Surrounding Land Uses: Located to the north is an older subdivision in the City of Post Falls. To the east, is a recent annexation and subdivision of Mongeau Meadows. Adjacent to the west and south are large lots of single family uses in the county. Land Use & Site: Currently a large lot, single family, it's over the Rathdrum Prairie Aquifer and the City of Post Falls would provide the water and wastewater. Traffic: 16th Avenue is a Major Collector. Additional rights-of-way and easements would need to be provided as part of the annexation. Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along E. 16th Avenue. There is nothing in the staff report that showed there would be any conflict or complications from a traffic perspective. The Future Land Use designation is low density residential; this encompasses all types of single-family residential uses up to eight dwelling units per acre. Comprehensive compatibility goals and policies were discussed, including goals 7 and 12 and policies 24, 26, and 1.

Schlotthauer: How have we promoted and incentivized infill development?

Manley: It has not been through financial incentivization, it's been done through policy and the future land use map. Along the east side is a medium density designation. Through the adoption of the comprehensive plan, it was identified that there are some obstacles in obtaining sewer. There are some long routes in the area we would have to get before contemplating higher densities on that portion and pulling sewer. The areas to the west could tie into that and other single-family development being complimentary to the pre-existing single-family lots in the county as well as the other pre-existing R1 lots that are in the city. Moving on to the subdivision request. There are 21 single-family residential (R1) lots. The plans include extension of Healy Avenue connecting south to the Mongeau Meadows subdivision and frontage improvements to E. 16th Avenue. Water and wastewater is to be provided by the City of Post Falls. The staff report indicates there is capacity to provide service to the subdivision as proposed, and it is in conformance with the City's Water Reclamation Master Plan. The proposed streets are consistent with the transportation element of the comprehensive plan. There are no known soil or topographical conditions which have been identified as presenting hazards. Subdivision approval is contingent on annexation approval from the City Council. The subdivision and proposed lots conform to the requirements of Title 17 and Title 18. Impact and cap fees will be collected on individual building permits to assist in mitigating the off-site impacts on parks, public safety, streets, and waste reclamation facilities.

Applicant Ray Kimball: I am representing the owner, Wild Horse Investments, LLC. As mentioned, this is low density residential, R1 is the typical implementing zone for low density residential. We are adding on to Mongeau Meadows first phase moving west. Regarding the zoning compatibility, it is infill, the land use pattern, street classification, traffic patterns, existing and future land uses are all compatible, it's surrounded by residential uses and is nearly ½ mile away from any commercial zoning. The property is shown as residential on the Future Land Use Map, which is consistent with the R1

zoning request. The 21 lots are a little larger than the lots in the first phase due to the geometry of this lot being a little wider. We are providing for cross connectivity; we have a fire egress that is currently paved and will be maintained out to 16th Avenue as the emergency egress to meet the fire code. It meets all the dimensional requirements of the proposed R1 zone. Provisions have been made to supply adequate water and sewer connections to the city. The City has indicated it has adequate capacity to service the proposed project. ROW will be dedicated to 16th Avenue to City standards and provisions has been made to adequately provide connectivity to adjacent properties. We are not aware of any hazards or topographical conditions that are incompatible with the proposed use.

Testimony:

In

Favor: Wade Jacklin, Coeur d'Alene, ID (not wishing to speak): Excellent location for an infill neighborhood.

Neutral: None

In Opposition: None

Public Hearing Closed 7:10 PM

Annexation Review Criteria:

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

Commissioners agree that it shows land use as R1.

Gabbert: Testimony supported that it was near identical to the other existing R1 zones. There was testimony that the focus area supporting the center island is promoting infill development. The consensus is that the R1 zone is an appropriate recommendation.

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

Carey: The plan is to fill the infill and bring it into the city.

Steffensen: Fill in the infill and continue the connectivity of multiple services that the city can offer regarding traffic patterns and infrastructure.

Gabbert: There was testimony that single-family housing provides a role in the diverse housing types under goal 7 and allows the city to encourage the right-of-way and make improvements in those areas on 16th as well.

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

Steffensen: Testimony indicates nothing has been identified.

Carey: All city services are available.

Motion by Hampe to recommend approval of Mongeau Meadows annexation File No. ANNX-24-3 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation to be provided to the City Council of R1.

Second by Schlotthauer

VOTE: Carey – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe – Yes

MOVED

Subdivision Review Criteria:

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

Hampe: The city has stated there is adequate water and sewer.

Steffensen: Staff report and applicant stated the city can provide these services.

Gabbert: That satisfies criteria 1 and 2.

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

Steffensen: Yes, the city has worked with the developer to create connectivity between existing developments there and planning for future developments.

Gabbert: Testimony indicated there was no adverse impact.

3. 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.

Steffensen: No known conditions. The applicant stated that if something does come up, they will deal with it at the time.

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

Steffensen: Pending approval of it, that area is R1. This fits perfectly there as a county pocket and infill for R1.

5. 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.

Steffensen: Impact fees will be collected at the time of development for parks, public safety, and streets.

Motion by Carey to Approve Mongeau Meadows First Edition Subdivision File No. SUBD-24-2 finding that it meets approval criteria in the Post Falls Municipal Code as outlined in our deliberations subject to conditions one through eleven contained in the staff report and direct staff to prepare a written Reasoned Decision.

Second by Hampe.

Vote: Carrie – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe – Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

a. Deferred Impact Fees for Attainable and Affordable Housing

Bob Seale, Director: This is an informational update regarding steps we are trying to take to encourage affordable housing to be constructed within the city. This will go to the City Council September 3, 2024. It deals

with changes to the language in Chapter 19 to 1.) define attainable housing and 2.) when and how we collect impact fees on projects for attainable housing. The impact fee for Attainable Housing Projects must be paid and collected prior to the issuance of a certificate of occupancy for the structure verses at the time of the building permit issuance. Attainable housing criteria is:

For Ownership: Homes restricted to be affordable to persons making 120%, or less, of the Area Median Income (AMI) for Kootenai County.

For Rental: Projects where at least 25% of the units are restricted to be affordable to persons making 80%, or less, of the AMI for Kootenai County.

Carey: Is this a reduction in Impact Fees?

Seale: There is no reduction, it is a delay in collection to help the builders with the upfront costs to enable more construction of attainable housing.

Schlotthauer: This looks like a small step in the right direction. What do you mean by restricted? Seale: Deed restricted. A property is purchased and is restricted to being 120% of the AMI or less, and when the property changes hands it will also be restricted to being 120% or less of the AMI as well. The equity will not be market driven.

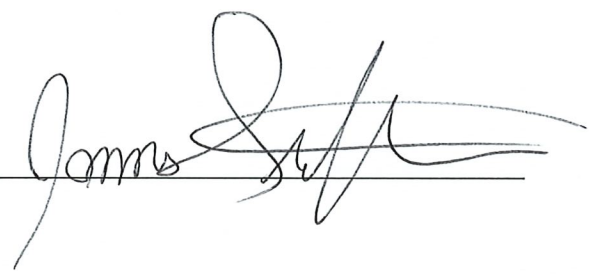
6. COMMISSION COMMENT

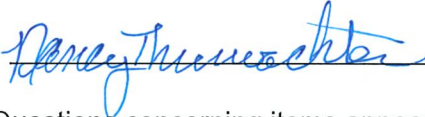
None

7. ADJOURNMENT

7:26 P.M.

Date: 9/10/29

Chair: 

Attest: 

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

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

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

Shawver Autobody File No. ZC-24-1

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Tracy Christopherson, Owner
LOCATION: 2915 E. Seltice Way, Post Falls
REQUEST: Request approval to Rezone approximately 1.44-acres from the existing zoning of Heavy Industrial (HI) to Community Commercial Services (CCS)

B. RECORD CREATED:

1. A-1A Zone Change Application
2. A-1B Special Use Permit Application
3. A-2 Narrative
4. A-3 Vicinity Map
5. A-4 Authorization Letter
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 YPL Comments
12. PA-4 PFPD Comments
13. PA-5 PFHD Comments
14. PA-6 DEQ Comments
15. PC-1 Schreiber Comments
16. P&Z Staff Report
17. Testimony at the public hearing on August 13, 2024, including:

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

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately 1.44-acres in the City of Post Falls from Heavy Industrial (HI) zoning to the Community Commercial Services (CCS) zoning district. He explained the property is generally located on the northside of E. Seltice Way between Potlach Road and N. Spencer Street. Currently it contains a commercial autobody business and is located over the Rathdrum Prairie Aquifer. The city provides water and wastewater service to the site.

Mr. Porter testified that the property is fronted to the north by Interstate 90 rights-of-way and to the south is E. Seltice Way. Land uses directly west of the subject site include a fabrication business and east is a building and supply business. Additionally, that the majority of the uses along this section of E. Seltice Way include commercial businesses.

Mr. Porter testified that the Future Land Use designation for this site is "commercial" and is located within the Seltice East Focus Area. The Seltice East Focus Area seeks incentives to promote infill development within this area and opportunities to beautify the Seltice corridor. Comprehensive goals and policies were discussed including goals 1 and 7 and policies 2 and 86. This is an existing business on a legacy zoning heavy industrial parcel and the proposed CCS zoning would be in conformance with city code. The existing automotive autobody repair use, intended to remain by the applicant would be more in conformance with the proposed CCS zoning than with the existing Heavy Industrial.

Applicant's Presentation

Tracy Christopherson, Owner:

Ms. Christopherson testified that they have been in business for 10 years, employ 14 people and active in the community. The CCS zoning is consistent with the future land use. She testified that there will not be an impact to the community as it is already an established use. Nothing will change with traffic in the community and everything around them operates during the same hours. Ms. Christopherson testified that they were just trying to be compliant. In 2019 they put in a brand-new paint booth and were permitted by DEQ.

Public Testimony:

There was no public testimony.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The applicant has requested a zoning of CCS on approximately 1.44 acres for an existing commercial auto body business. The Future Land Use Map designates this area as commercial, and it is inside the Seltice East Focus Area. CCS is an implementing zone under the commercial designation and is consistent. The Seltice East Focus Area seeks to provide incentives to promote infill development which the requested zone change will do by preserving an existing commercial business.

The Commission finds that the proposed CCS zoning is consistent with the Future Land Use Map and aligns with the commercial uses identified in the Seltice East Focus Area.

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

Based on the testimony provided and the staff report, the Commission finds the requested zoning to be consistent with the following goals and policies contained in the comprehensive plan:

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

The proposed zoning amendment to CCS commercial builds economic diversity and assists in developing a strong business base by preserving commercial opportunities in this location.

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

The Commission finds that retaining commercial development will 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.

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 request for rezone will retain the existing business and uses from a legacy zoning of Heavy Industrial.

- Attracting new businesses and clean industry;

By providing commercial zoning and redevelopment opportunity the Commission finds the request will help to expand additional business opportunities 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 Commission has determined that the business has been in operation for 10 years, painting for 4 years. DEQ commented that their permits would need to be updated in the event such permits were impacted under the IDAPA rules. It was identified by the applicant/owner that in 2019 a brand-new paint booth was permitted properly by DEQ and the Commission found the DEQ permit inquiry to be non-responsive to this criteria. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivision and, as such, the Commission finds that this criterion has been satisfied.

D. CONCLUSIONS AND RECOMMENDATION OF THE COMMISSION:

Shawver Autobody Zone Change, File No. ZC-24-1: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for rezone to Community Commercial Services (CCS) zoning.

10/8/24
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.

Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Monday, September 30, 2024 7:49 AM
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdiction -Shawver Autobody File No. ZC-24-1
Attachments: Exhibit PH-7 NTJ_Shawver Autobody_CC.pdf

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

Good Morning Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, September 27, 2024 11:10 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington

Nancy Thurwachter

From: Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@bpa.gov>
Sent: Wednesday, October 2, 2024 10:21 AM
To: Nancy Thurwachter; Ali Marenau; Raymond,Amanda R (BPA) - TERR-BELL-1; Avista; Avista; Ben Tarbutton; Carey Borchardt; Carolyn Bostick; Carrie Ann Hewitt; CDA Garbage Reception; cingle@kcgov.us; Chad Polak; Chris Way; Christina Petit; Christine Harmon; Dan Ryan; Dan Selden; Dan Zeck; Daniel Mavrinac; David Callahan; David Haggerty; dena.naccarato@sd273.com; Devin Weeks; Glen Miles; Gregory Ashley; Greta Gissel; Jame Davis; Jason Cortes; Jeff Boren; Jeremy Hofer; Jeryl Archer; Jessie Holderman; John R. Price; Jordan Wirth; Karen Philips; Kevin Linville; Kevin Teo; Kristen Rondo; Kristie May; Lori Cogley; Lynn Sandsor; Mark Brantl; Owens, Dylan; Panhandle Health General; Patricia M. Corrigan; PFPD Admin; contactus@postfallshd.com; Robert Beachler; Ron Wilson; Ross Point Water; Ryan Goff; Sherman ; Tess Reasor; Tom kearns; Tom Murn; URA
Cc: Anna Staal; Bobby Wilhelm; Christopher Gabbert; Dave Fair; Ethan Porter; Field Herrington; James Steffensen; Jason Faulkner; Jennifer Poindexter; John Beacham; Jon Manley; Justin Miller; Kelly Russell; Kibbee Walton; Media Center; Nancy Hampe; Naomi Tierney; Preston Hill; Ray Kimball; Rob Palus; Robert Seale; Ross Schlotthauer; Shannon Howard; Shelly Enderud; Stephanie Herman; Tisha Gallop; Vicky Jo Carey; Wade Meyer; Warren Wilson
Subject: RE: [EXTERNAL] Notice to Jurisdiction -Shawver Autobody File No. ZC-24-1

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

Received, thank you. Does not touch BPA ROW

Alynette Farley

Right-of-Way Agent (CONTR) Actalent
Real Property Services BELL District
Office: 509-468-3083
Cell: 971-710-6926

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, September 27, 2024 10:10 AM
To: Ali Marenau <AMarienau@kmpo.net>; Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@bpa.gov>; Raymond,Amanda R (BPA) - TERR-BELL-1 <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>;

Shawver Autobody Zone Change

October 15th, 2024

(Case File ZC-24-1)



Ethan Porter – Associate Planner

1

APPLICANT: Tracy Christopherson

OWNERS: Tracy Christopherson

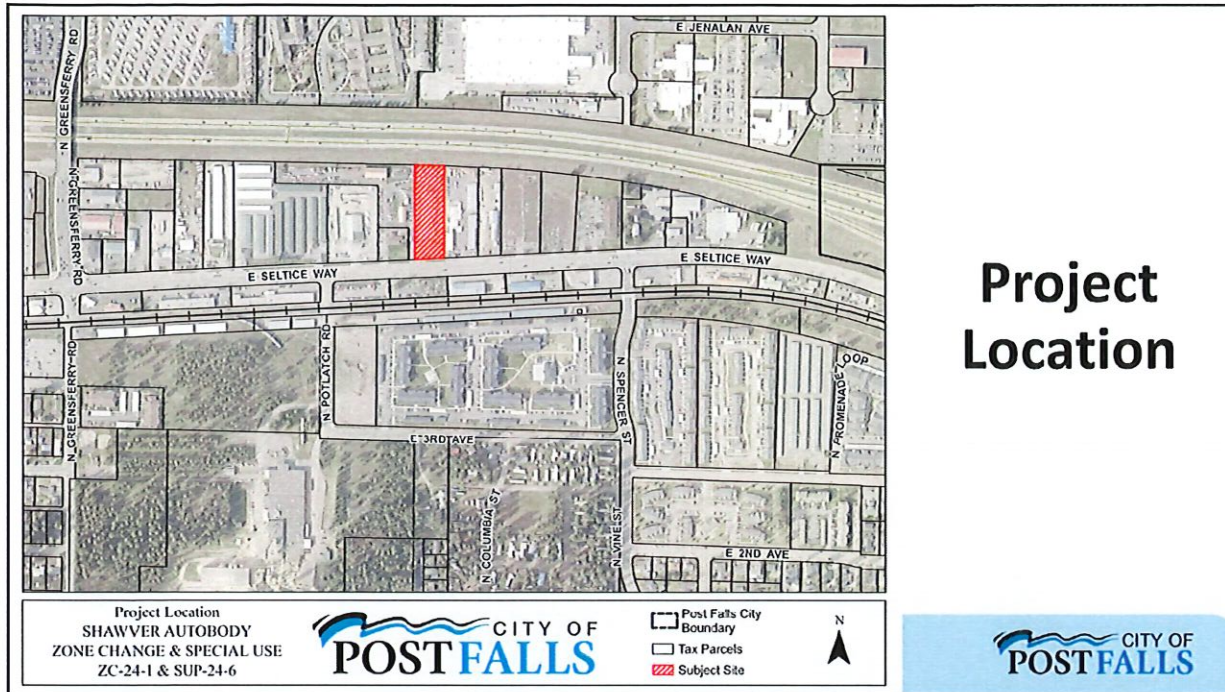
REQUESTED ACTIONS:

Zone Change: Seeking approval from City Council to rezone approximately 1.44-acres of Heavy Industrial (HI) to Community Commercial Services (CCS)

Shawver's Autobody



2



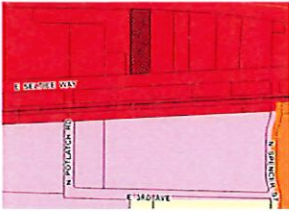
Project Location

3

Land Use & Site - Commercial automotive business - Over the Rathdrum Prairie Aquifer	Water City of Post Falls
Wastewater - City of Post Falls - City would be willing to serve the property for the requested CCS zoning	Traffic - Seltice Way is a principal arterial roadway - The requested zone change is not anticipated to modify traffic patterns or volumes
Additional Information	

4

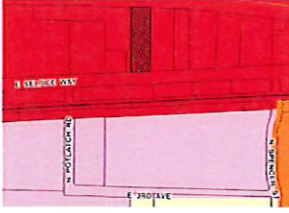
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Commercial Implementing Zoning Districts: CCM, LC, <u>CCS</u>, SC4, SC5, Per Focus Area	<u>Seltice East</u> Seek incentives to promote infill development within this area Seek opportunities to beautify the Seltice Corridor	[G.01] Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health	[P.02] Apply or revise zoning designations with careful consideration of factors including: Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans



7

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Commercial Implementing Zoning Districts: CCM, LC, <u>CCS</u>, SC4, SC5, Per Focus Area	<u>Seltice East</u> Seek incentives to promote infill development within this area Seek opportunities to beautify the Seltice Corridor	[G.07] Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability	[P.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; Supporting innovative, entrepreneurial enterprises; Supporting opportunities related to business "campus" and mixed-use models; Attracting new businesses and clean industry



8

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

Zone Change Review Criteria 3



9

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

Agencies Notified



10

[PA-7] Yellowstone Pipeline Co. (YPL) – No comments

[PA-8] Bonneville Power Admin. (BPA) – Does not touch BPA RoW

Agency Comments



11

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

Zone Change Review Criteria 3



12

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

Zone Change Review Criteria



**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Mongeau Meadows Annexation and Annexation Agreement - File No. ANNX-24-3

ITEM AND RECOMMENDED ACTION:

This agenda item is a public hearing on a request to annex an approximately 5.8 acre parcel located at 1138 E. 16th Avenue and the related annexation agreement. The hearing also addresses a request to zone the parcel as Single Family Residential (R-1). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 5.8-acres and if the adopted zone change criteria have been met for zoning designation of Single Family Residential (R-1).

DISCUSSION:

The applicant, Wild Horse Investments, is requesting the City Council annex an approximately 5.8-acre parcel, located at 1138 E. 16th Avenue, and zone the property as Single Family Residential (R-1). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

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

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

On August 13th, the Planning and Zoning Commission forwarded a recommendation for the proposed Single Family Residential (R-1) zoning.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: P&Z Mongeau Meadows Annexation Subdivision Report File No. ANNX-24-3
3. Exhibit S-5: Signed Mongeau Meadows 2024 Annexation and Development Agreement (ANNX-24-3)
4. Exhibit S-6: 2024-08-13 P&Z Minutes Signed
5. Exhibit S-7: Signed Zoning Recommendation Mongeau Meadows File No. ANNX-24-3
6. Exhibit PA-7: ITD Comment
7. Exhibit PA-8: YPL Comment
8. Exhibit PA-9: PFPD Comment
9. Exhibit PA-10: PFHD Comment
10. Mongeau Meadows 2024 Annexation Powerpoint

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1a – Annexation Application

Exhibit A-1b – Subdivision Application

Exhibit A-2 – Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Preliminary Plat

Exhibit A-5 – Owner Authorization Letter

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – PFSD comments

Exhibit PA-2 –KCFR comments

Exhibit PA-3 – Philips 66 (YPL) comments

Exhibit PA-4 – Post Falls PD comments

Exhibit PA-5 – DEQ comments

Exhibit PA-6 – PFHD comments

Exhibit S-5: Signed Development Agreement

Exhibit S-6: Minutes 08-13-2024

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-7: ITD comments

Exhibit PA-8: YPL comments

Exhibit PA-9: PFPD comments

Exhibit PA-10: PFHD comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: August 7, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: FINAL STAFF REPORT FOR THE AUGUST 13, 2024, P&Z COMMISSION MEETING
MONGEAU MEADOWS 2024 ANNEXATION ANNX-24-3
MONGEAU MEADOWS 1ST ADDITION SUBDIVISION SUBD-24-2

INTRODUCTION:

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex and subdivide approximately 5.8-acres into a total of 21 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-1, Exhibit A-4). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Mongeau Meadows 2024 Annexation Landing and Mongeau Meadows Subdivision File No. ANNX-24-3 & SUBD-24-2

Owner(s): Wild Horse Investments, 14899 W. Stub Ave, Rathdrum, ID 83858

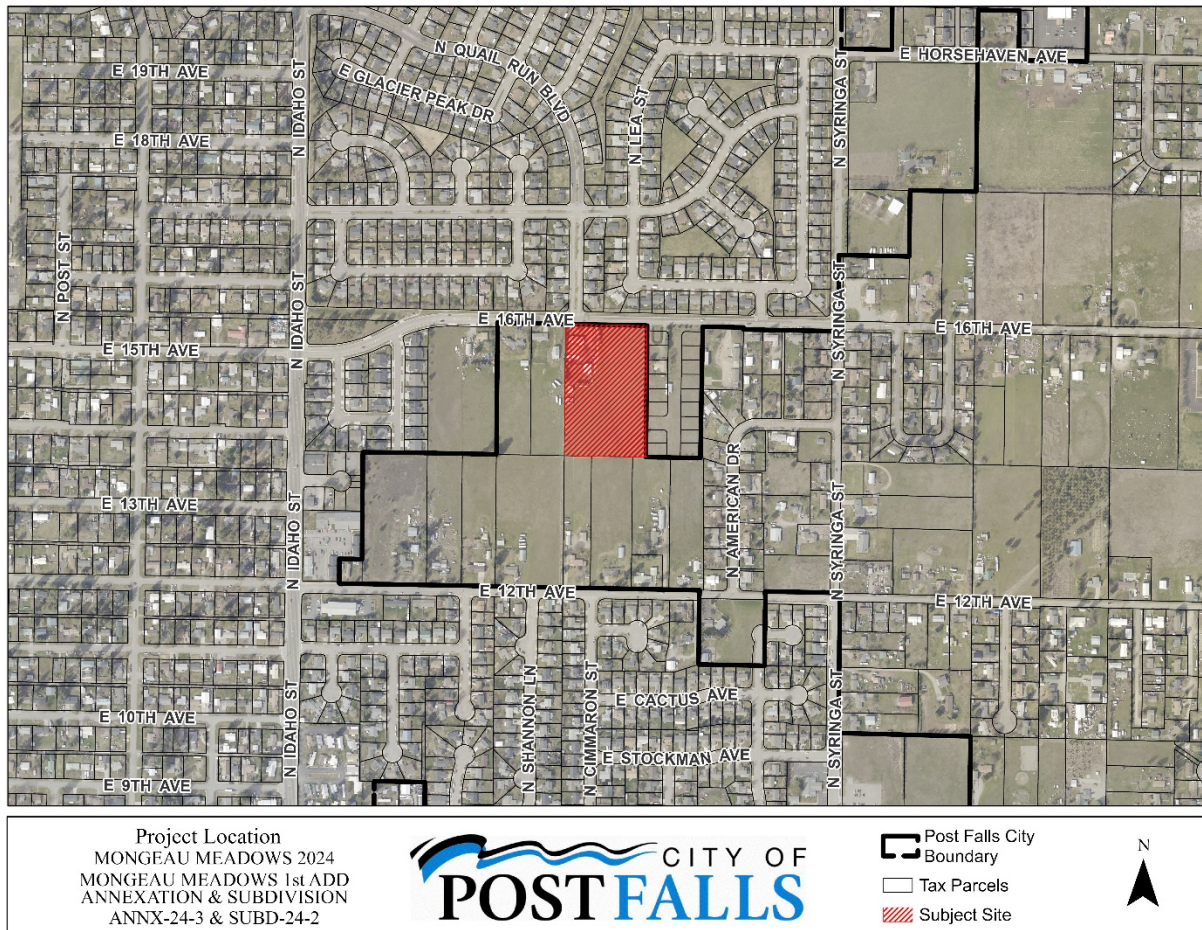
Applicant: Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

Project Description: Annex and subdivide 5.8-acres into 21 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1).

Project Location: The property is generally located south of E. 16th Ave., between N. Idaho St. and N. Syringa St (south of the intersection of N. Quail Run Blvd. and E. 16th Ave.).

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north is an older subdivision in the City of Post Falls. To the east, is a recent annexation and subdivision of Mongeau Meadows. Adjacent and to the west and south are larger lot single family uses in the county.

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

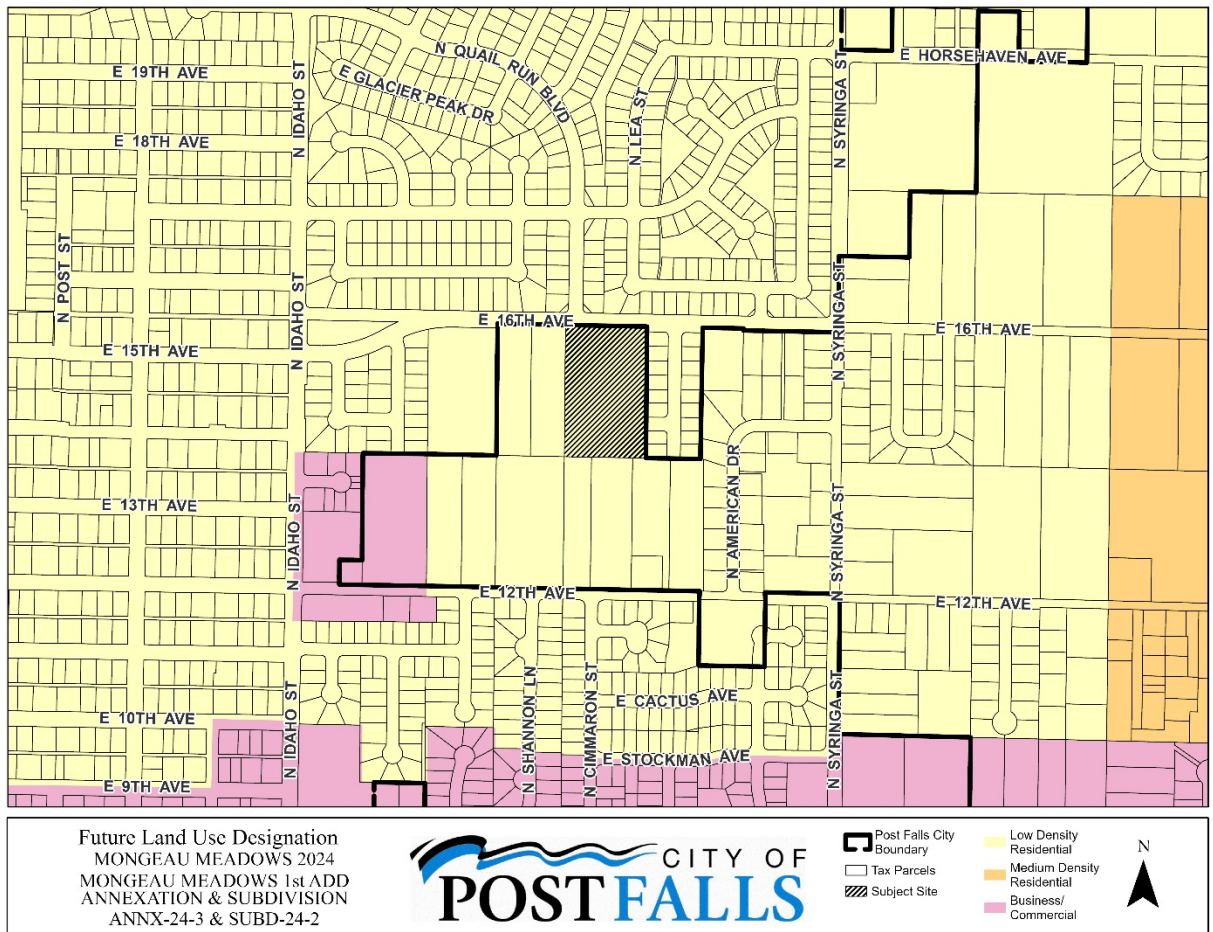
The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria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

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential** (See Following Image). This category encompasses all types of single-family

residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development. The following are the Implementing Zoning Districts: R-1-S, **R-1**, R-2, RM, SC3, Per Focus Area.



The proposed annexation is located within the Central Island Focus Area, which states the following:

A particular challenge for Post Falls has been the incorporation of "county islands" into City Limits, particularly in this portion of town. A mix of agricultural uses and large-lot single-family uses has remained in place for decades, resistant to surrounding development pressures. As it transforms over time, challenges will include struggles to match and blend street network design and connections, ensure land use compatibility, and orchestrating improvements to utility systems. Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. This area could benefit from a sub-area transition plan to ease the incorporation of these "county islands" into City Limits.

Staff Comment: The proposed single family residential (R-1) zone is near other R-1 zones and is consistent with the focus area above regarding "county islands".

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

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

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

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

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

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

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

Staff Comment: Additional housing may help further long-term fiscal health of the City by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives. Providing housing closer to services provided by the City may be considered more beneficial.

- Maintain and enhance resident quality of life.

Staff Comment: Annexing this property in the City may assist improving the resident's quality of life through further development. Being in a county island, much of the area has county roads without urban improvements such as sidewalks and multi-use trails, which may be a less than desirable scenario compromising public safety. Annexation and upon development could help enhance quality of life through providing improvements that are lacking in this area. Additionally, there are numerous commercial and medical uses that are approximately $\frac{3}{4}$ mile to 1-1/4 miles from this site.

- Promote compatible, well-designed development.

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

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

Staff Comment: Transportation impacts, sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: Existing use, currently for the subject site, is single-family residential and would be compatible with the surrounding residential subdivisions. The request of R-1 would be compatible with the surrounding single-family homes.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located in the adjacent subdivision to the east, Mongeau Meadows, in Healy Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

The Site is currently provided water service from the City of Post Falls. Existing mains are in the adjacent subdivision to the east, Mongeau Meadows, in Healy Avenue and in 16th Avenue. The requested zoning is in conformance with the land use assumptions

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

- Existing and future traffic patterns.

Staff Comment: The property's northern boundary is adjacent to 16th Avenue, a classified Major Collector roadway that connects to Idaho Street (Minor Arterial) ¼ mile to the west. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

The intersection of 16th Ave. / Idaho Street is identified in the City's Impact Fee Capital Improvement plan for a future traffic signal. The signal will be installed when traffic warrants are met; based on traffic volumes, intersection safety and delay.

16th Avenue – Major Collector, 85-foot road rights-of-way, as measured from the existing northern rights-of-way line for 16th Avenue. Along with a 10-foot sidewalk, drainage, and utility easement to be provided adjacent to the dedicated rights-of-way.

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

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

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

- Surrounded by incorporated areas.

Staff Comment: The site is currently within a County "island".

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer and water. Sanitary sewer and water infrastructure is located adjacent to the property. The City has capacity and is willing to provide service to the site.

16th Avenue is a classified Major Collector with constructed urban improvements to the east and west. Dedications of rights-of-way and easement would aid in accommodating the completion of missing improvements within the county island section.

- That support increased development intensity near the urban core.

Staff Comment: The site size and requested zoning would limit the intensity for development and is located approximately $\frac{3}{4}$ to 1-1/4 miles from commercial and medical services along Mullan Avenue.

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

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

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

Staff Comment: The Single-Family Residential (R-1) zoning may provide for future development of diverse housing for all ages, incomes, and abilities with diversified housing opportunities.

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

Staff Comment: Additional rights-of-way and easement would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site and currently within the County.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along E. 16th Avenue.

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

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways.

Policy 45: Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined

previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

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

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. Per Idaho Code, no Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

Staff Comment: The property is abutting the City of Post Falls on three (3) sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water and water reclamation facilities adjoining the site.

Rights-of-way of 16th Avenue, adjacent to the site, are owned and maintained by the City of Post Falls. Urban transportation improvements exist along 16th Avenue to the north and east.

Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

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

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and any new proposed trees to help identify the

below bulleted items.

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

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

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. With site redevelopment, existing septic systems will be removed from service. Stormwater management will be reviewed through the subdivision review process.

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

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

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

No subdivision shall be approved from the planning and zoning commission 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.

Staff's Response: Water service to the project will be provided by the City of Post Falls. With development of the site in conformance with City Standards and guiding Master Plans, the City of Post Falls has the capacity and willingness to serve this site.

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed with development of the site in conformance with City Standards and guiding Master Plans. Existing septic systems will be required to be abandoned, in conformance with Panhandle Health requirements, and remaining structures connected to the City's Water Reclamation system.

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

Staff's Response: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. An emergency services access is proposed to access 16th Ave. towards the western limits of the

project. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

- Internal streets – local residential, 32-foot width
- 16th Avenue – Major Collector Roadway, southern curb and pedestrian improvements to match improvements to the east.

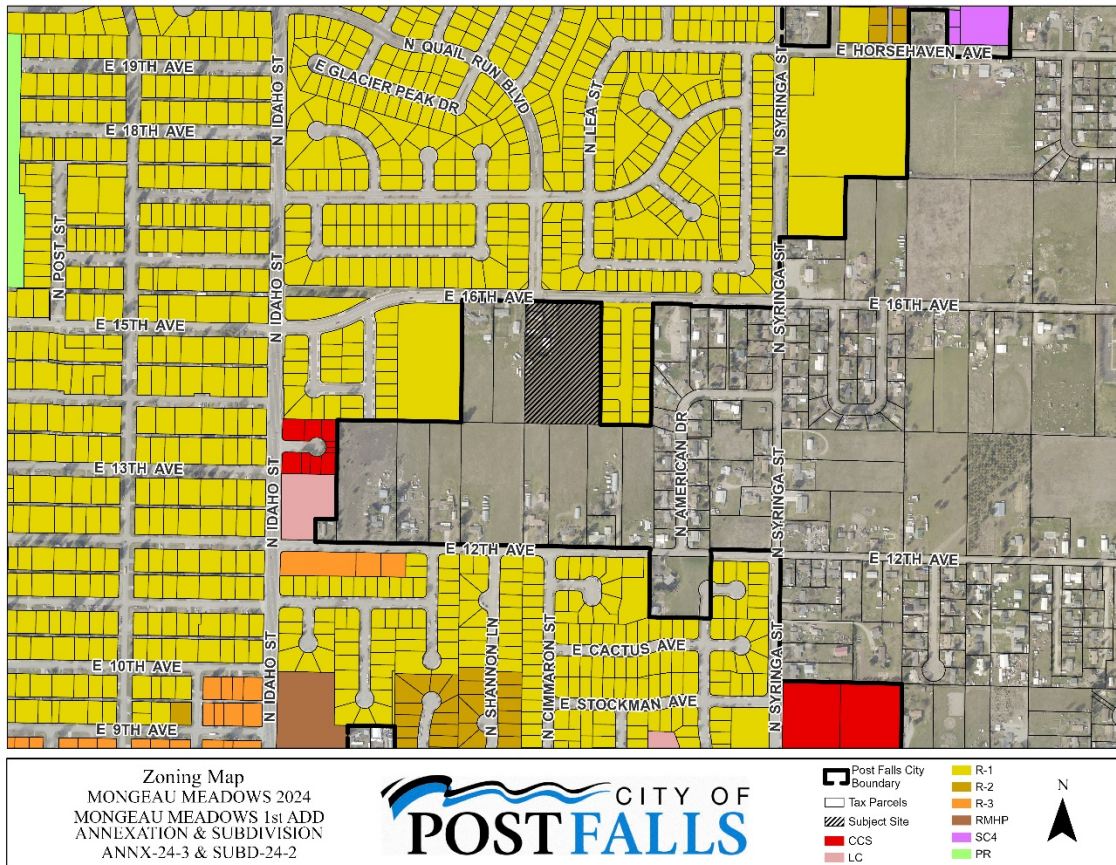
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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.

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

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

Staff's Response: The applicant is also requesting annexation into the City and the requested zoning for this subdivision is appropriate based on the existing land use in the general area (refer to zone change review criteria above). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).



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

Staff's Response: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- Exhibit PA-1: Post Falls School District commented as Neutral.
- Exhibit PA-2: Kootenai County Fire & Rescue will coordinate at time of development.
- Exhibit PA-3: Philips 66 (YPL) commented as "No Impact" to their infrastructure.
- Exhibit PA-4: Post Falls Police Department commented as neutral.
- Exhibit PA-5: Department of Environmental Quality Commented a no environment impact.
- Exhibit PA-6: Post Falls Highway District had no comment.

Agencies Notified:

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

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Dedication of Rights-of-way and easements along 16th Avenue
 - a. 85-foot right-of-way (measured from existing northern rights-of-way line of 16th Avenue)
 - b. 10-foot sidewalk, drainage, and utility easement

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. Accompanying the annexation is the proposed Subdivision, which the Planning and Zoning Commission shall approve as presented, make an approval with conditions or modifications, or disapprove the proposed Subdivision. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed Mongeau Meadows 1st Addition Subdivision. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SUBDIVISION CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. 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.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.

5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. 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.
7. 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.
 - 16th Avenue – Major Collector
8. Direct access from residential lots to 16th Avenue shall be prohibited on the face of the plat, with the exception of Lot 15.
9. The driveway approaches for Lot 15 shall be configured to meet City Design Standards and maintain “looped” operation.
10. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 16th Avenue; including all landscaping, irrigation and removal of snow from sidewalks and trails.
11. Existing structures identified to remain shall pay appropriate capacity fees, connect to the City sewer system and remove existing septic systems in conformance with Panhandle Health requirements.

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2	Annexation/Subdivision Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Preliminary Plat
Exhibit A-5	Auth Letter

Staff Exhibits:

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

Testimony:

Exhibit PA-1	Post Falls School District Comment
Exhibit PA-2	Kootenai County Fire & Rescue Comment
Exhibit PA-3	Philips 66 (YPL) Comment
Exhibit PA-4	Post Falls Police Department Comment

Exhibit PA-5

Department of Environmental Quality Comment

Exhibit PA-6

Post Falls Highway District Comment

Annexation · 501 – MONGEAU MEADOWS 2024

 **Expiration Date**

Active

Request Changes
(/#/explore/request-changes/50406)



ANNX-24-3



Details
Submitted on Jun 3, 2024 at 11:58 am



Attachments
11 files



Activity Feed
Latest activity on Jun 26, 2024



Applicant
Raymond Kimball



Location
Point Location: 47.7228, -116.9314

View ▼

Edit Workflow



GIS Review
Completed Jun 17, 2024 at 11:14 am

 Due: 06/10/2024



Completeness Review
Completed Jun 18, 2024 at 10:21 am

 Due: 06/10/2024



Completeness Review
Skipped Jun 17, 2024 at 10:18 am

 Due: 06/10/2024



Application Fee
Paid Jun 19, 2024 at 4:57 am



Subdivision Application · 498 – MONGEAU MEADOWS 1ST ADDITION

 **Expiration Date**

Active

Request Changes
(/#/explore/request-changes/50409)



SUBD-24-2



Details
Submitted on Jun 3, 2024 at 11:59 am



Attachments
7 files



Activity Feed
Latest activity on Jun 28, 2024



Applicant
Raymond Kimball



Location
Point Location: 47.7227, -116.9315

View ▼

Edit Workflow



Completeness Review
Completed Jun 18, 2024 at 10:21 am

 Due: 06/10/2024 



Completeness Review
Skipped Jun 17, 2024 at 10:18 am

 Due: 06/10/2024 



Completeness Review
Completed Jun 18, 2024 at 7:59 am

 Due: 06/10/2024 

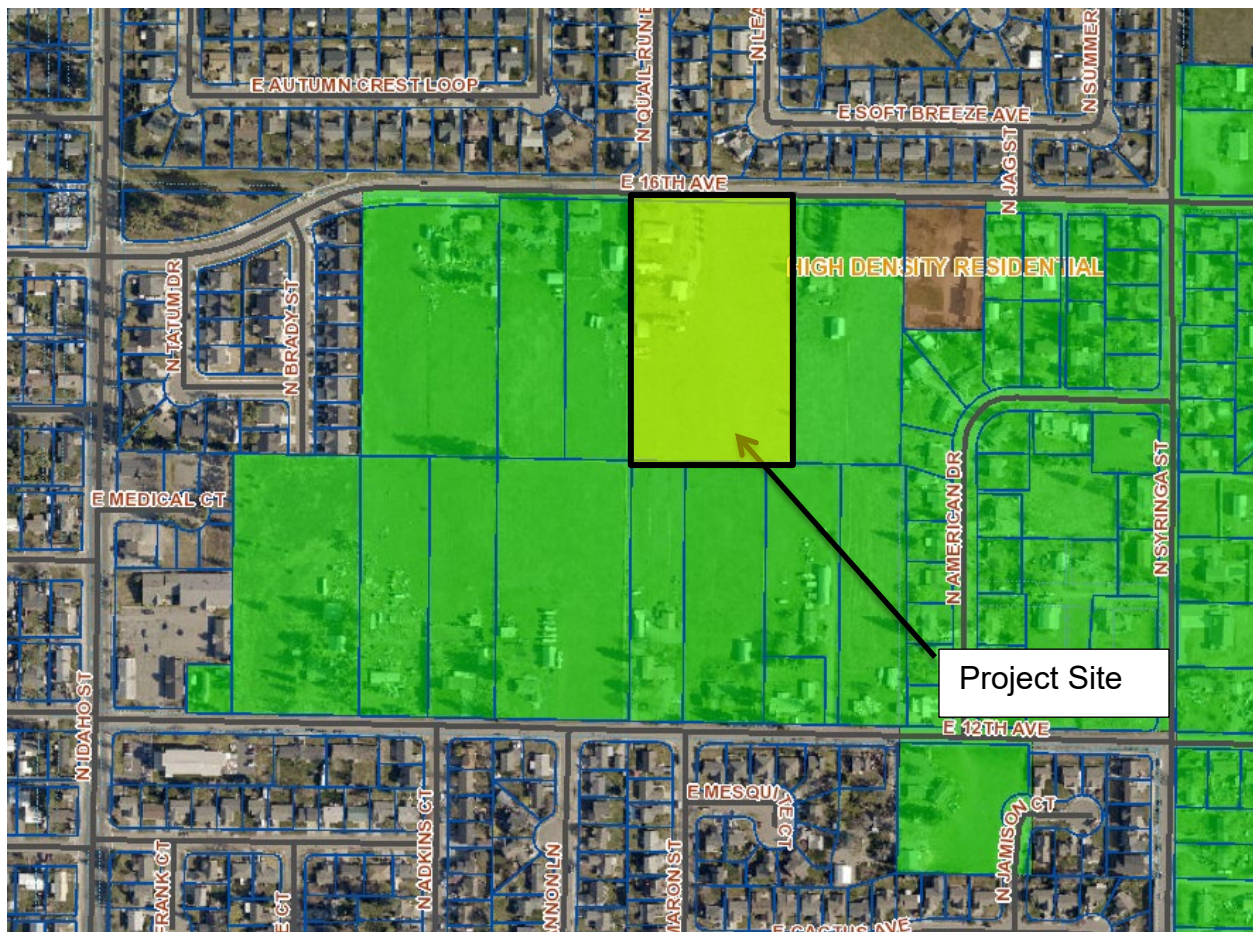


Application Fee
Paid Jun 19, 2024 at 4:59 am



Mongeau Meadows 1st Addition Annexation/Subdivision

The site of the proposed annexation is located in the Southwest ¼ of Section 35, T51N, R5W at 1138 E. 16th Ave. The property consists of one parcel with an existing home and several outbuildings. The applicant is requesting a City R-1 zoning and subdivision into 21 single family lots. See below for a Vicinity Map.



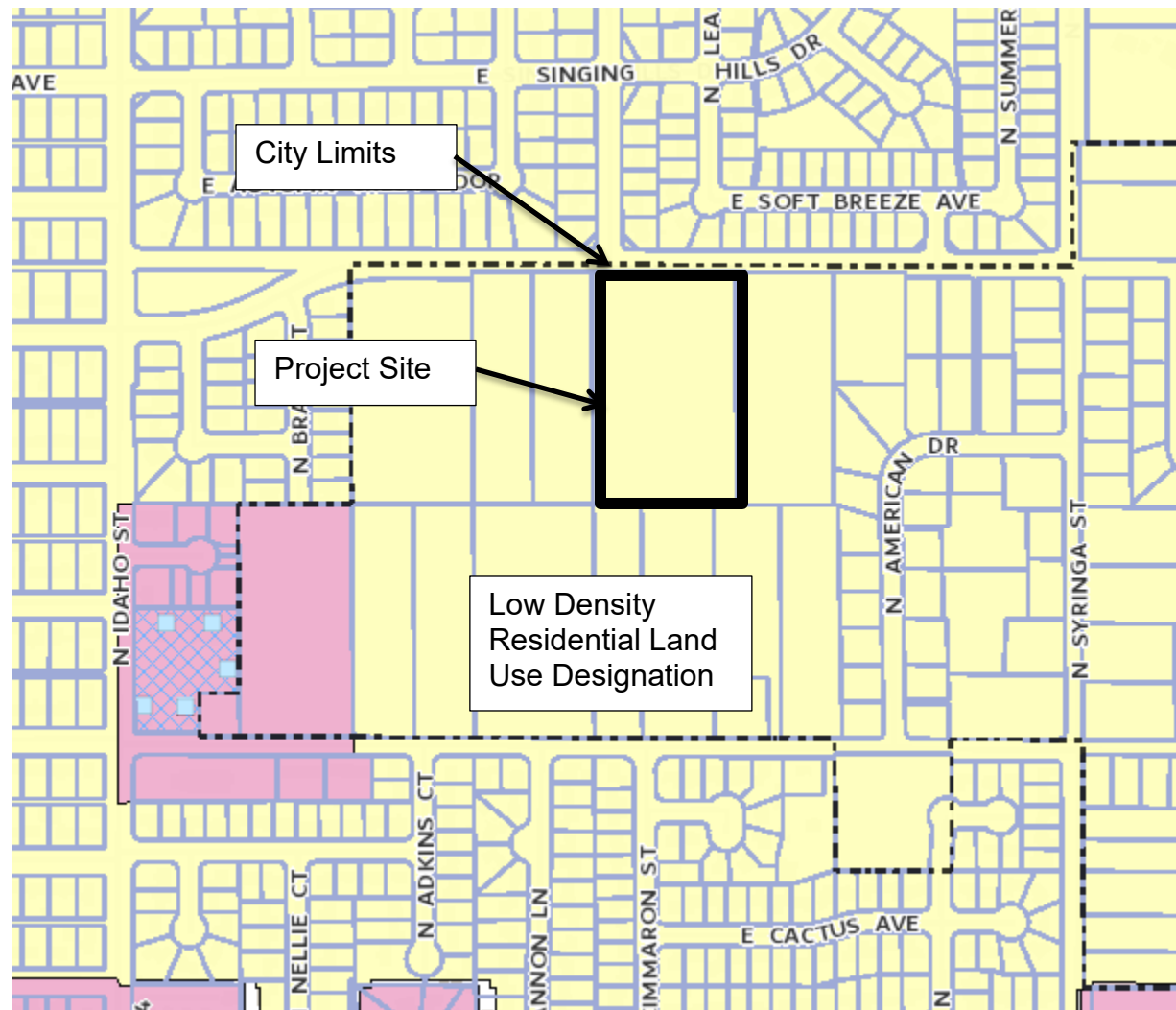
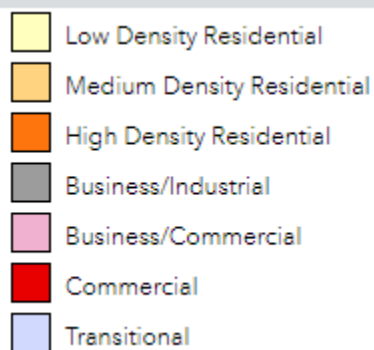


Figure 2: Future Land Use Map



Zoning:

As shown on the future land use map, the property has a low density residential land use designation. This is consistent with the surrounding development patterns and annexation into the City with an R-1 Zoning is consistent with both the surrounding zoning as well as the future land use map.

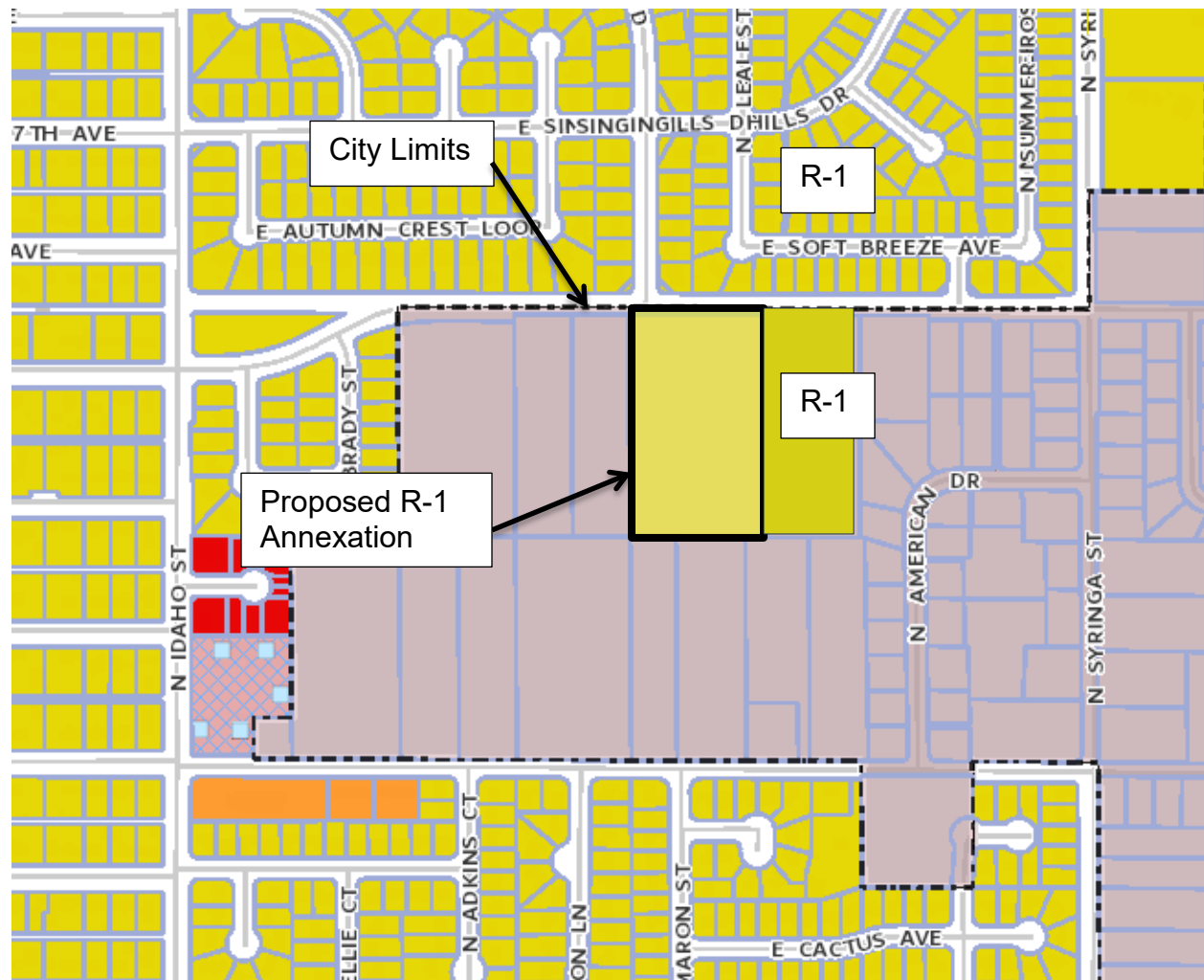


Figure 3: Zoning Map

When residential zoning is considered, it's important to consider both the existing and future surrounding environment. The existing single family residential subdivision to the north of the property has lot sizes in conformance with the R-1 zoning and the county property to the west of the subject site will likely follow suit at some time in the future. The single family subdivision to the east is compatible as well.

Utilities and Access:

Primary access to this property will be from Mongeau Street which tees into 16th Ave. Connectivity to the south and west is provided with the extension of Mongeau Street and Healy Street. Both streets are considered local access streets. 16th Avenue is considered collector streets within the City's Transportation Master Plan and will be widened accordingly.

Both water and sewer mains are located in 16th Avenue. The Sewer will be extended into the project via Healy Ave. A water main is also located in Healy Avenue and will provide domestic water to the property. Water and sewer extensions will be stubbed to the south and west for future development. Dry utilities are also located on the property and available to serve any future development on site.

Subdivision:

As shown on the attached subdivision plan, the proposed subdivision will result in 21 single family residential lots. The lots range in size from a minimum of 6,642 sf to a maximum of 13,273 sf with the average size in the neighborhood of 8,655 sf, and all lots meet the dimensional requirements of the R-1 zoning. Healy Ave will extend west and McKelvy Lane will extend to the west. This will provide important connectivity to the adjacent undeveloped parcels and will allow for them to develop in the future should the land owners decide to do so. Right of way for the widening of 16th Avenue will be dedicated and either improved or cashed out at the City's discretion.

As mentioned above, water and sewer are both immediately available and of adequate capacity to serve the proposed subdivision. There is approximately 6-10 feet of relief across the site, which will yield relatively flat lots for single family construction.

Comprehensive Plan Analysis:

This property is located within the Central Island focus area, which is a "County Island" completely surrounded by the City. This area has long been a challenge for the City and is considered a priority for annexation and is considered infill. The future land use map designates this area to be Low Density Residential which encompasses all types of single family residential uses. The requested R-1 zone is an implementing zoning district in Low Density Residential.



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

Land Use:

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

The proposed R-1 single family zoning and subdivision is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets to adjoining properties will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

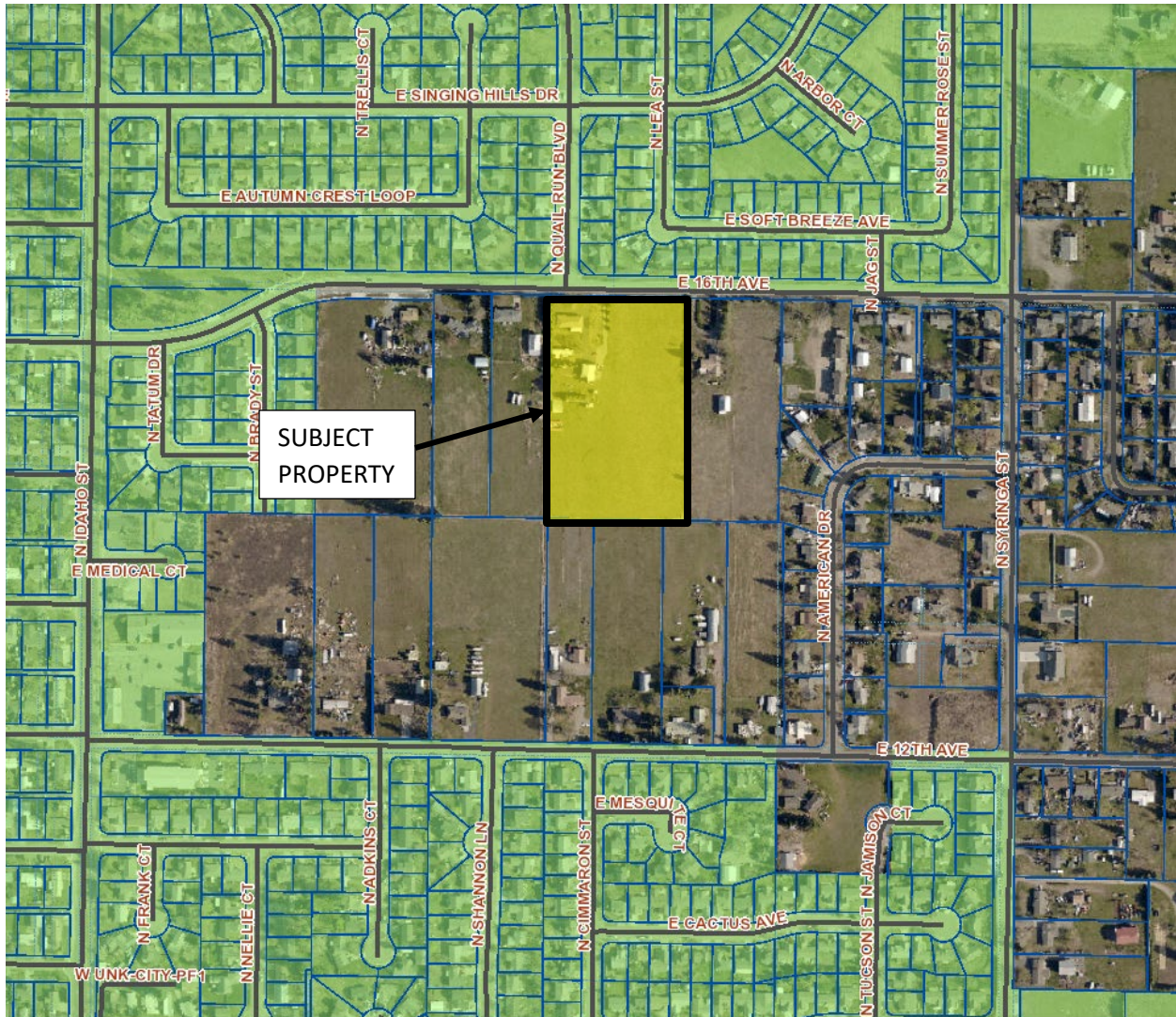
G.07. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of available lots/homes which in turn supports the community need for mid-range housing.

Conclusion:

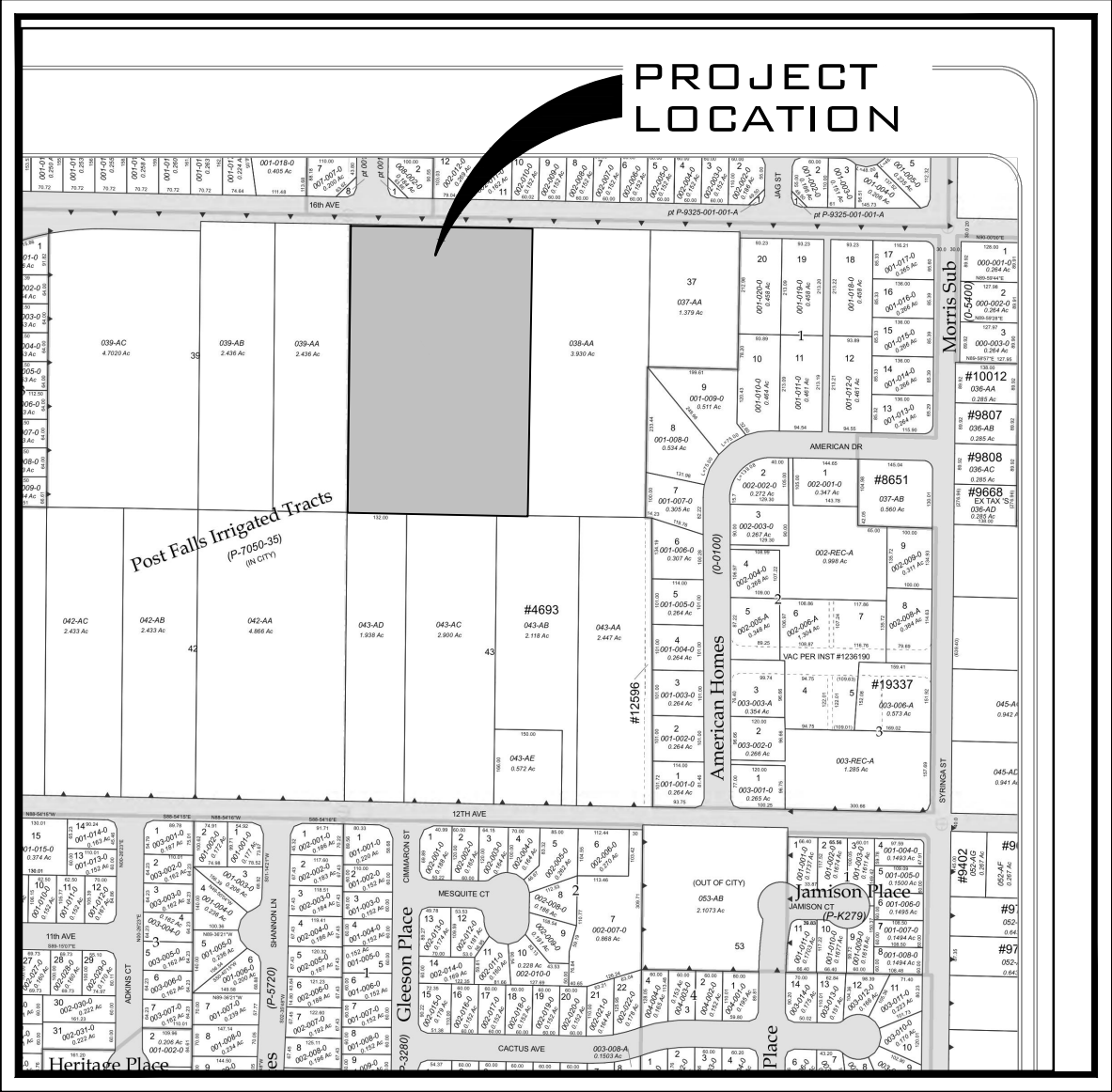
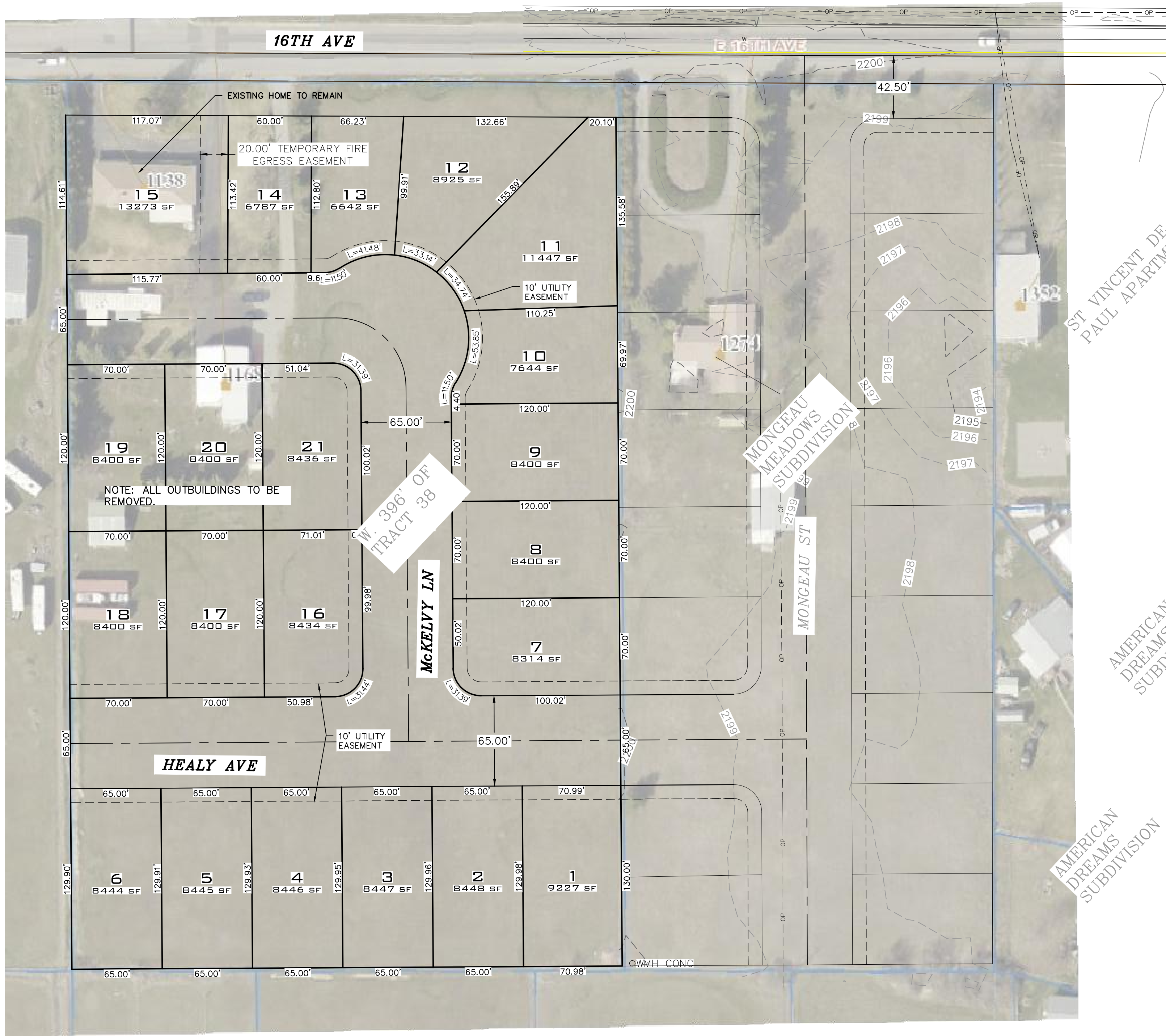
The proposed annexation and subdivision are both supported by the comprehensive plan as outlined in this narrative and the proposed subdivision meets the requirements of the City's subdivision ordinance, therefore we are requesting approval of the annexation and subdivision of the property as presented.

Vicinity Map



SW 1/4, SECTION 35, T. 51 N., R. 5 W., B.M.

MONGEAU MEADOWS 1ST ADDITION
PRELIMINARY SUBDIVISION PLAN
LOCATED IN THE SW 1/4 OF
SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



VICINITY MAP

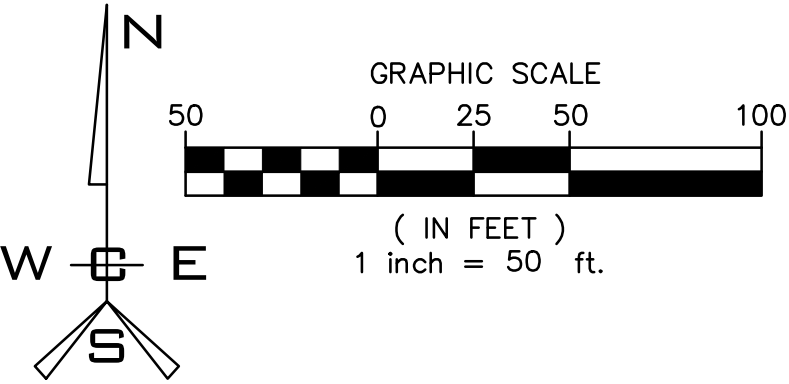
SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AB
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	5.81
NUMBER OF LOTS	21
MAXIMUM LOT AREA (SF)	13,273
MINIMUM LOT AREA (SF)	6,642
PROPERTY DENSITY (lots/ac)	3.61
AVERAGE LOT AREA (SF)	8,655
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

ENGINEERING (CONTACT)
THIS PRELIMINARY PLAT WAS
PREPARED BY:
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, PE/PLS

OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

LEGAL DESCRIPTION
THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF
SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE
MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS
IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK
C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI
COUNTY, IDAHO;



NAVD - 88
BENCHMARK:

- LEGEND**
- FOUND MONUMENT AS NOTED
 - ✱ SECTION CORNER
 - ✱ SECTION QUARTER CORNER

NO.	DATE	BY	REVISIONS

PREPARED BY WHIPPLE CONSULTING ENGINEERS 5/7/24
RAY KIMBALL, P.E.

SCALE:
HORIZONTAL:
1"=50'
VERTICAL:

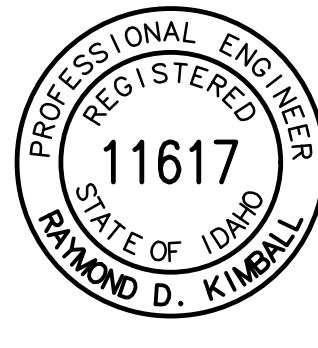
PROJ #: 24-3769
DATE: 5/31/24
DRAWN:
REVIEWED: RDK

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	



MONGEAU MEADOWS
1ST ADDITION PRELIMINARY PLAT
16TH AVE
POST FALLS, ID

City of Post Falls
Approval
Approved By: _____
City Engineer Date



SHEET
1 OF 2
JOB NUMBER
24-3769

May 30, 2024

Re: 1138 E 16th Ave / Mongeau Meadows 1st Add

To Whom It May Concern:

Ray Kimball of Whipple Consulting Engineers has my authorization to apply for and discuss land use application on my behalf.

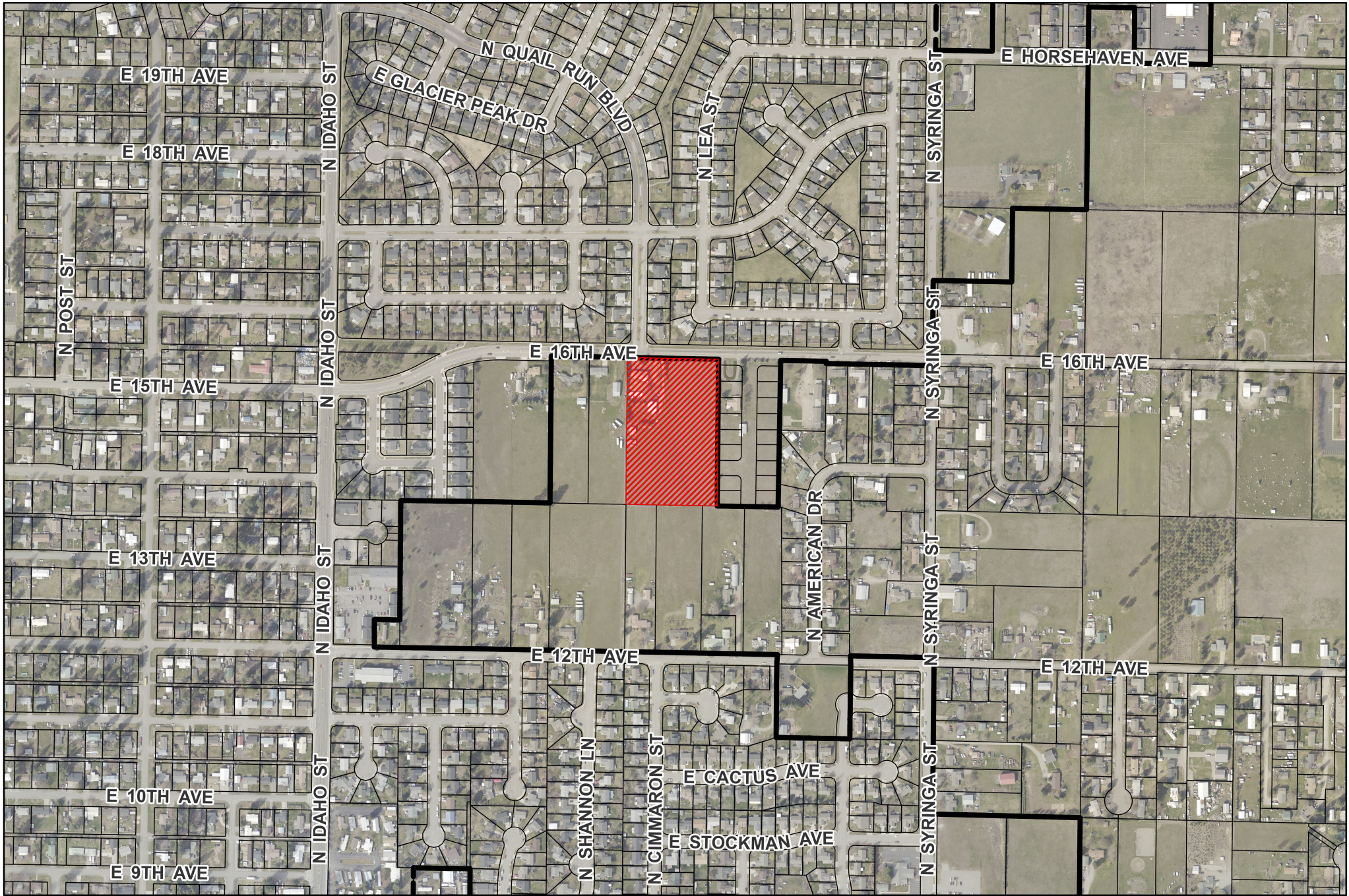
If you have any questions please feel free to contact me.

Wild Horse Investments, LLC

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

By: Michael D Stegmann
14899 W Stub Ave.
Rahtdrum, ID 83858

314-753-6622
mike@stegmanns.us

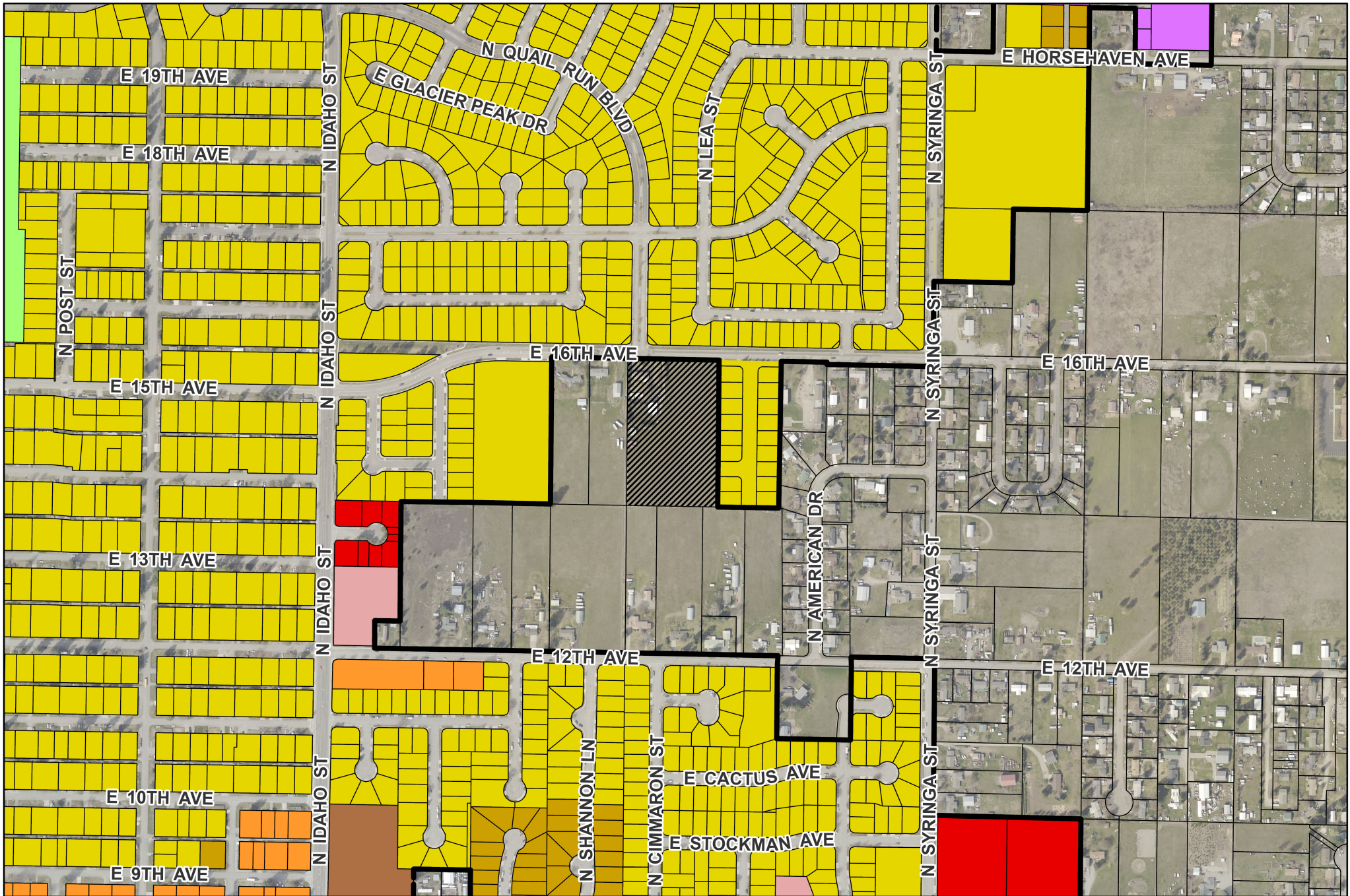


Project Location
MONGEAU MEADOWS 2024
MONGEAU MEADOWS 1st ADD
ANNEXATION & SUBDIVISION
ANNX-24-3 & SUBD-24-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





Zoning Map
 MONGEAU MEADOWS 2024
 MONGEAU MEADOWS 1st ADD
 ANNEXATION & SUBDIVISION
 ANNX-24-3 & SUBD-24-2



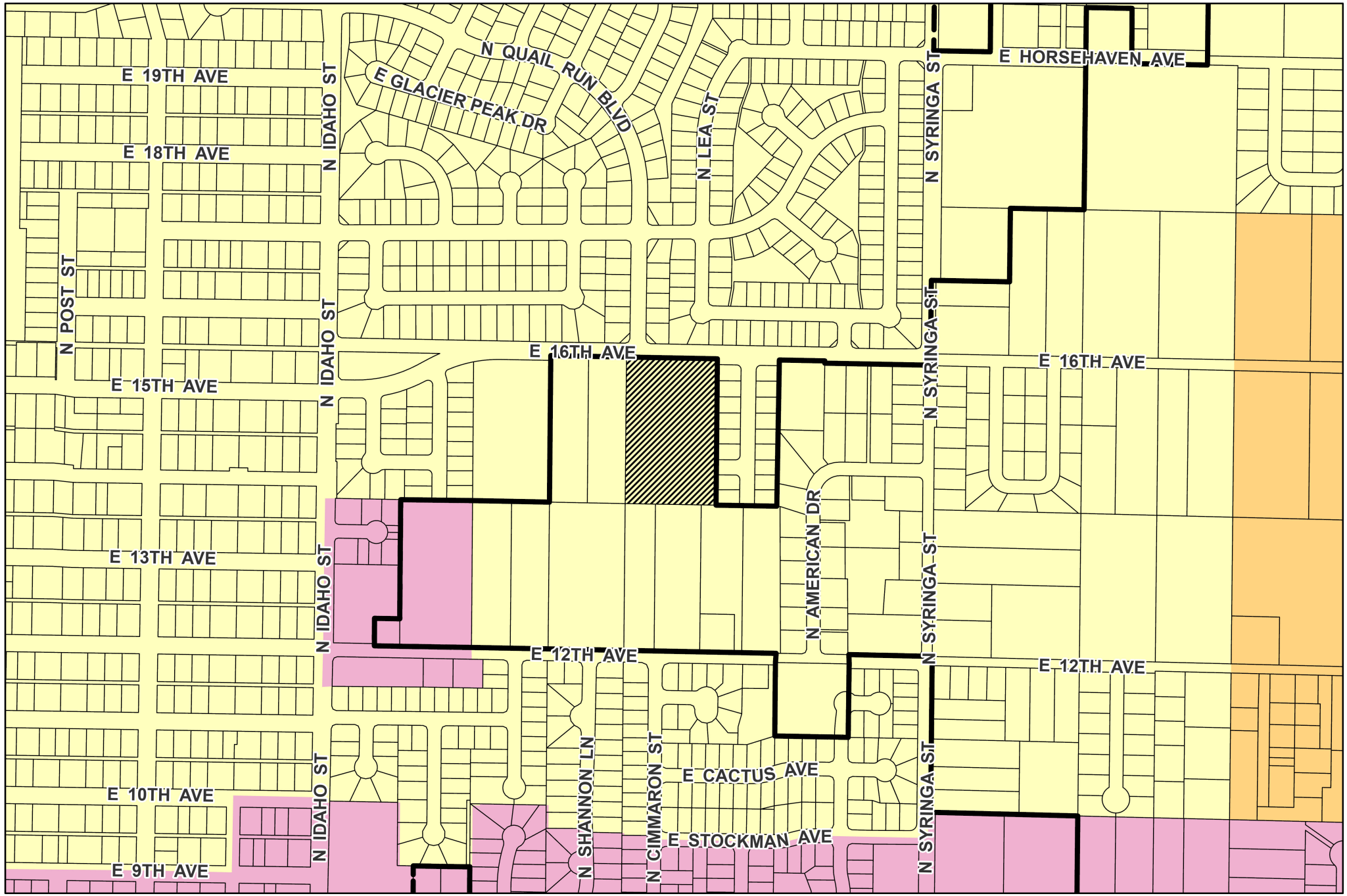
- Post Falls City Boundary
- Tax Parcels
- Subject Site
- CCS
- LC

- R-1
- R-2
- R-3
- RMHP
- SC4
- PR

N



Exhibit S-2



Future Land Use Designation
 MONGEAU MEADOWS 2024
 MONGEAU MEADOWS 1st ADD
 ANNEXATION & SUBDIVISION
 ANNX-24-3 & SUBD-24-2



Post Falls City Boundary

Tax Parcels

Subject Site

Low Density Residential

Medium Density Residential

Business/Commercial

N

Exhibit S-3

Page 20 of 37



POST FALLS

SCHOOL DISTRICT #273

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

September 8, 2023

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

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

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

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

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

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

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

Post Falls High School	1645	1800
New Vision High School	144	225

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

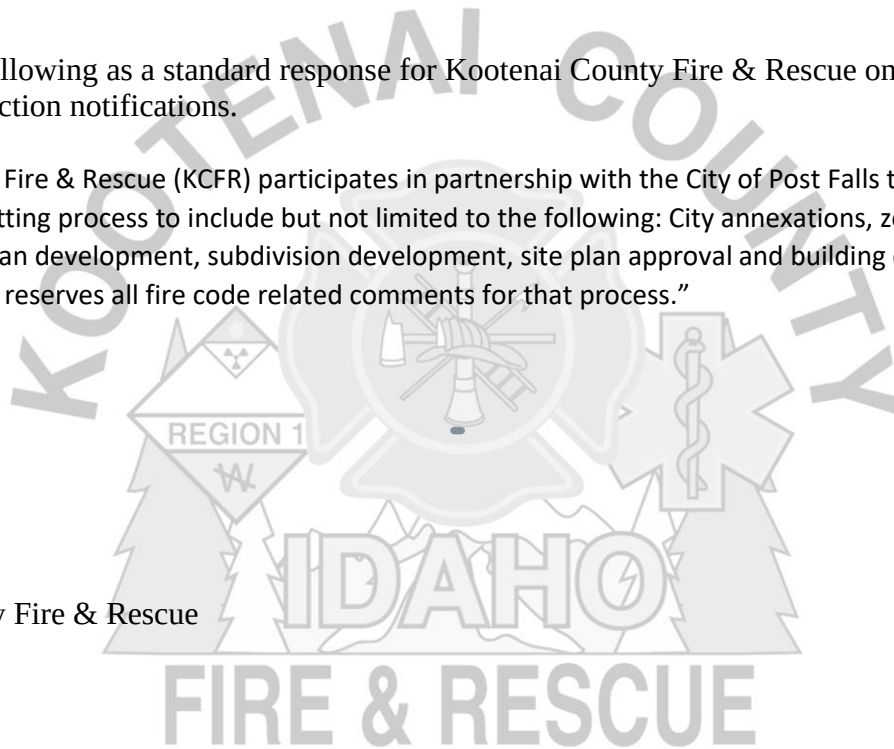
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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



From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notification to Jurisdictions Mongeau Meadows Annexation File No. ANNX-24-3
Date: Tuesday, July 23, 2024 12:51:53 PM
Attachments: [image001.png](#)
[Exhibit PA-2 NTJ Mongeau Meadows ANNX-24-3_PZ.pdf](#)

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

Good Afternoon Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, July 23, 2024 1:31 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan

<Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziplay.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: [EXTERNAL]Notification to Jurisdictions Mongeau Meadows Annexation File No. ANNX-24-3

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Please find attached the Notice to Jurisdictions for the Mongeau Meadows Annexation File No. ANNX-24-3 that is scheduled for the Planning and Zoning meeting on August 13, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

July 23rd, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Mongeau Meadows Annexation & Subdivision File Nos. ANNX-24-3 & SUBD-24-2

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

From: [Christine Harmon](#)
To: [Nancy Thurwachter](#)
Cc: [Kristie May](#)
Subject: Updated NTJ Mongeau Meadows Annexation & Subdivision File Nos. ANNX-24-3 & SUBD-24-2 - No Comment
Date: Friday, July 26, 2024 10:14:10 AM
Attachments: [image001.png](#)

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

Good Morning,

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

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, July 23, 2024 3:06 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo

<kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Updated NTJ Mongeau Meadows Annexation & Subdivision File Nos. ANNX-24-3 & SUBD-24-2

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Please find attached an updated Notice to Jurisdictions for the Mongeau Meadows Annexation and Subdivision File Nos. ANNX-24-3 and SUBD-24-2 that is scheduled for the Planning and Zoning meeting on August 13, 2024. Thank you.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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

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Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, July 31, 2024 2:47 PM
To: Nancy Thurwachter
Subject: RE: Updated NTJ Mongeau Meadows Annexation & Subdivision File Nos. ANNX-24-3 & SUBD-24-2

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The PFHD has no comment for this annexation.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, July 23, 2024 3:06 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Mongeau Meadows 2024 Annexation

(File No. ANNX-24-3)

THIS AGREEMENT is made this _____, 2024 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Wildhorse Investments, LLC, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 14899 W. Strub Ave., Rathdrum, ID 83858.

WHEREAS, Wildhorse Investments, LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The legal description and depiction of the property is attached hereto 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.

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to

provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16th Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along 16th Avenue for a total right of way width of 45 feet measured from the Section Line in 16th Avenue.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

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

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

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

CITY OF POST FALLS

Wildhorse Investments, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Michael D Stegmann, Manager

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.

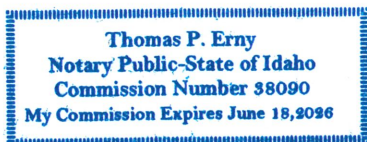
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF Idaho)
: ss
County of Kootenai)

On this 04 day of October, 20__, before me, a Notary for the State of Idaho, personally appeared **Michael Stegmann**, known, or identified to me to be the **Manager of Wild Horse Investments, LLC** and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wild Horse Investments LLC.

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: Post Falls
Commission Expires: June 18 2026

Exhibit A: Legal Description and Map

MONGEAU MEADOWS 2024 ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Center Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "INC PLS C 1/4 S35 2006 9367" per CP&F number 2056460000, from which the West Quarter Corner of said Section 35 marked by a 2" aluminum cap marked "WELCH COMER & ASSOC. T51N R5W S34, S35 2010 PLS 12318" Per CP&F number 2286825000 bears North 89°46'01" West a distance of 2657.19 feet;

Thence along the North line of the Southwest 1/4 of said Section 35, North 89°46'01" West a distance of 1328.59 feet;

Thence leaving said North line, South 00°25'39" East a distance of 20.00 feet to the South Right of Way line of 16th Avenue to the **Point of Beginning of this legal description**;

Thence along said South Right of Way line South 89°46'01" East a distance of 396.03 feet;

Thence leaving said South Right of Way line South 00°25'29" East a distance of 639.51 feet;

Thence North 89°46'54" West a distance of 395.99 feet;

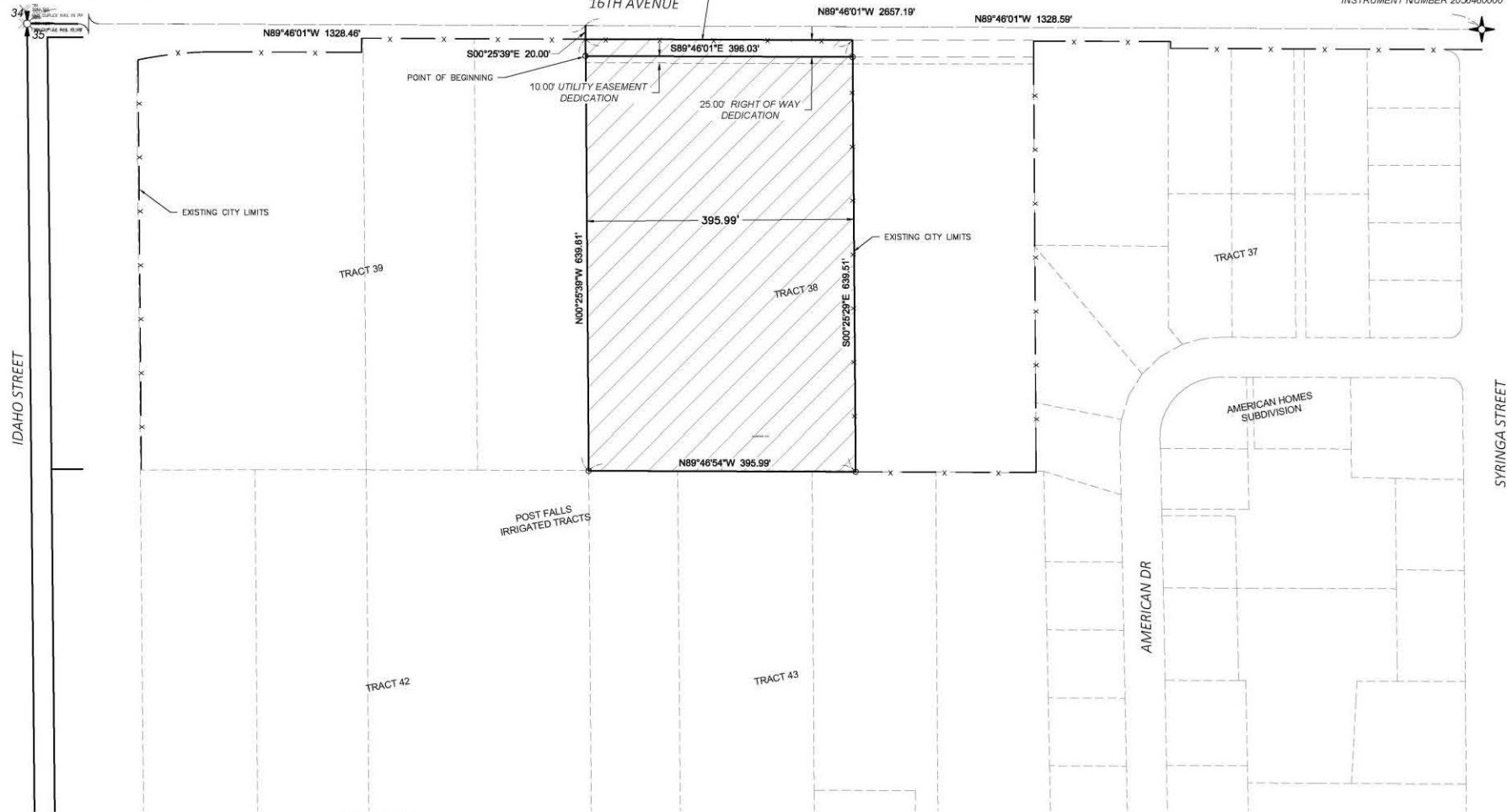
Thence North 00°25'39" West a distance of 639.61 feet to the **Point of Beginning of this legal description**.

ANNEXATION EXHIBIT A

RIGHT OF WAY AND EASEMENT DEDICATION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

CENTER QUARTER CORNER
FOUND 2 INCH ALUMINUM CAP
MARKED "PLS 9367" PER CP&F
INSTRUMENT NUMBER 2056460000

WEST QUARTER CORNER
FOUND 2 INCH ALUMINUM CAP
MARKED "PLS 12318" PER CP&F
INSTRUMENT NUMBER 2558713000



LEGEND



AREA TO BE ANNEXED

- x — EXISTING CITY LIMITS
- — — PROPERTY LINE
- - - - - EASEMENT LINE
- - - - - CENTERLINE



WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-826-0227

PROJ #: 24-3769
DATE: 5/31/24
DRAFTED BY: RK/WAL
REVIEWED BY: RK

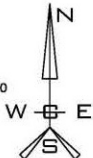
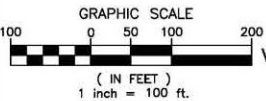
CIVIL	
STRUCTURAL	
SURVEYING	☒
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	

MONGEAU
MEADOWS 2024
ANNEXATION EXHIBIT

SHEET
1 OF 1

JOB NUMBER
24-3769

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**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**August 13, 2024
5:30 PM**

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

REGULAR MEETING – 5:30 PM

**CALL TO ORDER
5:32 PM**

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Present: Walton, Steffensen, Schlotthauer, Hampe, Carey

Excused: Kimball, Wilhelm

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

None

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes July 9, 2024 Planning & Zoning meeting

**Motion by Hampe to accept the Consent Calendar as presented
Second by Walton**

Vote: Hampe - Yes, Schlotthauer- Yes, Steffensen- Yes, Walton- Yes, Carey- Yes
MOVED

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

- a. North Place East 2024 Reasoned Decision File No. SUBD-23-7

Chris Gabbert, Deputy City Attorney: The public hearing was held June 11, 2024, for the Reasoned Decision for the North Place East subdivision. Accompanying the draft Reasoned Decision is a memo from Field Herrington, Legal Services Director, and myself to the Planning and Zoning Commission. There was discussion during the deliberation about a condition restricting the multifamily development on parcel seven. After further discussion with legal counsel, we recommend that we not include that condition in the final approval of the Reasoned Decision at this time. In reviewing the original agreement, we feel it would be a violation of what the city has already agreed to with the developer. Approving with that condition would likely be immediately appealed to council and likely reversed. It's my recommendation, and what is before you today, is the approval of the draft Reasoned Decision without that condition attached.
Schlotthauer: It was a compromise with the residents in the area based on agreements made during the sales of the neighboring parcels. We asked the developer if he'd be open to that condition and he nodded his head yes.

Gabbert: I don't know if the developer was entirely in favor of imposing a condition contrary to what he'd already agreed to in this type of public hearing. Subsequent conversations with them revealed that they disagreed with that approach. We received some correspondence from the developer that states "I'm not in favor of this condition, I'd like to stick with my original agreement. Thank you."

Steffensen: This is the agreement from 2021?

Gabbert: Yes, the original Development Agreement executed by the City Council and binding that to the property. I recommend that the city sticks to the previous agreement.

Motion by Carey to Approve as included in tonight's packet.

Second by Hampe.

**VOTE: Schlotthauer – No, Walton – Yes, Carey – Yes, Hampe – Yes, Steffensen – Yes
MOVED**

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Anytime Archery File No. SUP-24-5

Public Hearing Opened: 5:45 PM

Staff Report

Ethan Porter, Associate Planner presenting: Kevin Bunce has requested, on behalf of Douglass Properties the owner, approval for a Special Use Permit to have an indoor archery range in the Community Commercial Services (CCS) zone. This use is requested for Lots 2 and 3 of Block 1 within the Expo at Post Falls 9th Addition, which is on approximately 8.68-acres. The project is located on the southside of W. Expo Parkway between N. Beck Road and W. Jacklin Road. It is approximately 560 feet southwest from the intersection of W. Jacklin Road and W. Expo Parkway **Surrounding Land Uses:** Adjacent to the east is a storage facility business currently being developed. Located adjacent to the south, it includes Interstate 90 rights-of-way. Directly west of the subject site is the Amelia Apartments phase II, which is currently being constructed. W. Expo Parkway right-of-way is located directly north with Woodbridge South Subdivision across the roadway. Currently, each lot has a developed site and an existing large building. It's over the Rathdrum Prairie Aquifer. The City of Post Falls is already servicing the site with water and sewer. The proposed requested special use is not anticipated to have an impact that would adversely impact the adjoining transportation systems. Expo Parkway is a major collector roadway, and it has required capacity to serve the requested use.

Surrounding Zoning Districts: East and west of the subject site is Community Commercial Services (CCS) zoning. North and south of the proposal are made up of road right-of-way. Comprehensive goals and alignment with comprehensive policies were discussed, including goal 7 and policies 58 and 86. Mr. Porter presented the six criteria the Planning and Zoning Commission may attach to the approval for a Special Use Permit. 1) Minimizing adverse impact on other development. 2) Controlling the sequence and timing of development. 3) Controlling the duration of development. 4) Assuring that development is maintained properly. 5) Controlling the location and setbacks of development. 6) Requiring more restrictive standards than those generally required in the zoning ordinance.

Schlotthauer: How many parcels is this?

Porter: Two, lot 2 and 3 of block 1 of the Expo 9th. The intent is to utilize one of the buildings. They included both lots in their application for possible expansion.

Applicant Chris Schreiber: I'm here tonight speaking on behalf of Kevin and Lisa Bunce who are present. The proposal conforms with the purpose and intent of the CCS zone. Indoor archery is specifically listed as an allowable use with a special use permit. This use would have less of a negative impact than most of the allowable uses under the CCS zone. This would offer the community a new opportunity for a healthy, physical, family-oriented activity year-round. Indoor archery has one of the lowest injury rates. It is compatible with the neighborhood and provides a buffer. Our use is a light intensity use for those buildings. Addressing community concerns regarding use, this is one of the lowest intensity uses with one of the lowest potential negative impacts on the community in the CCS zone because the facility is fully contained all indoor. It generates little to no noise, no odors, no Hazmat concerns, no commercial truck traffic, operates during normal business hours, and there's no production of unusual or atypical light pollution. An indoor facility like this has the greatest potential for a positive impact on the community that will attract business from the outside area in addition to local business. It complies with the vision statement in the comp plan, addressing six of the eight factors including educational opportunities, balanced and beneficial growth, healthy economy, youth programs and family-oriented events and services. This supports the 14 goals of the comp plan, specifically addressing six; 1) supporting a balanced and resilient economy, 2) maintain and improve high quality, affordable, and efficient

community services, 3) maintain and improve small town's charm and beauty, 4) establish land use pattern, 5) provide and support parks and 6) recreational opportunities on pace with our growth. The public concerns that were received addressed parking and congestion. The 24-hour component refers to 24-hour member access to the facility. There will be one or two lanes open 24 hours a day, not the entire facility. The facility will be staffed with about 5 employees for about 5 to 10 customers during normal business hours, which is far fewer than a facility of this size normally houses. Regarding events, typically a major event will be around 100 people. That includes contestants and participants, to be held on the weekends when adjacent businesses will be closed. This will generate little if any commercial type of truck traffic.

Carey: This will be all indoors.

Schreiber: Yes

Carey: And it will be 7 days a week, 24 hours a day?

Schreiber: The pro shop will be normal retail hours comparable to Cabela's. The 24-hour a-day portion is for members only with card access for one or two lanes of archery with a separate entrance. This will be about a 20,000 sq. ft. facility, about half of one of the two existing buildings. We put both lots on the request because we are still in the final negotiations on the lease, and we aren't sure exactly which building we will be in.

Testimony:

In Favor: None Neutral: None

In Opposition: William Fletcher, Post Falls (not wishing to speak): Opposed due to traffic issues. On Expo Parkway with the apartments there, parking on the street is out of hand and cars are traveling at high speeds. There will not be parking spots for 200 cars.

Rebuttal:

Schreiber: There's marked parking along Expo Parkway and the backside is paved but not marked. With the available land there, we could have parking for between 750 and 1,200 cars.

Steffensen: How often will you have an event where there might be 100 – 200 cars?

Schreiber: A couple of times of year for something that big.

Kevin Bunce, Owner: I believe there are over 120 designated parking spots on both of those buildings. We're anticipating about 100 participants at most of our events and most participants will be multiple people in one car. For events on the weekend, the other businesses will be closed and there will be parking available.

Public Hearing Closed 6:16 PM

Schlotthauer: Was Woodbridge part of the original Expo development?

Jon Manley, Planning Manager: Originally it was all industrial as a job creation type of center.

Afterward, Woodridge said they needed additional single family and multifamily rooftops to promote the commercial of that area. It was meant to be a job center for job creation, much like Riverbend to the south. Due to price points and the market, changes were made to the plan to what you see out there now.

Schlotthauer: It isn't a situation where some commercial snuck in next to residential, it was a commercial area that some residential was developed in?

Manley: Yes. There have been some zone changes for a period that went from industrial to commercial and some public notices to create that commercial zoning.

Review Criteria:

A.

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

Carey: It is allowed in that zone with a special use permit, and it's adding recreation to the area.

Chris Gabbert, Deputy City Attorney: The applicant noted the purpose of the district is to support some retail services and community types of uses.

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, ordinance, and regulations of the city and the state.

Gabbert: Commissioners pointed out that it is allowed as a special use permit and there was no testimony of any other violations or anything else impeding the development.

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.

Carey: It would be compatible. It's indoor recreation and one of the lesser uses that are allowed.

Hampe: It provides a buffer between high density and industrial.

Steffensen: The applicant spoke about health, safety, and how safe archery is opposed to other sports. It will add some value to the residents of the city and the county.

Gabbert: There was testimony about compatibility being fully contained, no odors, no noise or commercial truck traffic normally found in industrial or intensive commercial use.

D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

Steffensen: It helps with growth for businesses in the city, supporting land pattern uses, and provides a buffer between the high density and industrial zones.

Carey: It helps with filling a building that's not currently being used.

Gabbert: The staff report indicates policy 58, providing a range of recreational opportunities and park facilities for Post Falls residents.

Schlotthauer: Goal 1 is one of the biggest points about the resilience in Post Falls. We don't need an empty building, putting a business in there seems like a compatible use.

Steffensen: A product like this will be used.

Motion by Hampe to Approve Anytime Archery File No. SUP-24-5 finding that it meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a written Reasoned Decision.

Second by Walton.

VOTE: Schlotthauer – Yes, Carey – Yes, Walton – Yes, Hampe – Yes, Steffensen - Yes

MOTION MOVED

b. Shawver Autobody File Nos. ZC-24-3 & SUP-24-6

Public Hearing Opened: 6:25 PM

Staff Report

Ethan Porter, Associate Planner presenting: Tracy Christopherson, the applicant and property owner, has requested approval to rezone approximately 1.44-acres from Heavy Industrial (HI) zoning to Community Commercial Services (CCS) zoning district and to obtain a Special Use Permit to utilize a paint shop inside their business. **Project Location:** The property is generally located on the northside of E. Seltice Way between N. Potlach Road and N. Spencer Street. Currently, it is a commercial autobody business, over the Rathdrum Prairie Aquifer, and Post Falls provides water and wastewater. **Surrounding Land Uses:** Located along the north side of the subject property is Interstate 90 rights-of-way and on the southern side there is E. Seltice Way rights-of-way. Land uses directly west of the subject site include a fabrication business and east is a building and supply business. The majority of the uses along this E. Seltice Way stretch include commercial businesses. The future land use is designated as commercial in the Seltice East Focus Area (SEFA) implementing the zoning districts of CCM, LC, CCS, SC4, SC5. Seltice East seeks incentives to promote infill development within this area and opportunities to beautify the Seltice Corridor. Comprehensive goals and

policies were discussed, including goals 1 and 7 and policies 2 and 86. This is an existing business on a legacy zoning heavy industrial they're proposing CCS. They want to retain the business and utilize it as it is. Future development and additions to this lot would trigger this zone change. The automotive use would be more in conformance with the CCS zoning than heavy industrial. We look at these policies and goals to maintain and utilize the existing business on this property with a better zoning classification.

Schlotthauer: This was triggered because they applied for a building permit to add on, and they couldn't do that under the current zoning?

Porter: Correct. Industrial zoning is legacy zoning, and you can't add to non-conforming. The zone change would be more in conformance. DEQ did comment on the Special use Permit to update air quality permit to reflect changes in operation.

Steffensen: Is that a condition the commission would have to add?

Porter: It would be advised to add that condition because DEQ did comment on it. The applicant can speak to that. Moving into the Special Use Permit, the request is for approval to utilize a paint shop inside the business. Within the CCS zone that use would be categorized as a special use permit needed. Comprehensive goal 7 and policy 86 were discussed.

Applicant Tracy Christopherson: I'm the owner of Shawver Autobody. We have been in business for 10 years, I employ 14 people, and I am active in the community. CCS is consistent with the future land use. We won't have an impact on the community as we are already established and nothing will change with traffic in the community. Everything around us operates during the same hours as we do. We are just trying to be compliant.

Hampe: Did you have any correspondence with DEQ?

Christopherson: I have not been notified by DEQ. In 2019, we installed a new painting booth. We were permitted and DEQ properly registered us. The new building is for a parts room, not a painting booth.

Testimony: None

In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed 6:40 PM

Zone Change Review Criteria:

Gabbert: Regarding the comments from DEQ, I don't see a specific recommendation to include that as a condition of the approval of the special use permit. We don't condition our approval on compliance with other agencies. That would be addressed by the applicant directly with DEQ.

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

Steffensen: They are in a Legacy Zone and CCS fits with everything else around it.

Manley: Commercial is the future land use designation, CCS is one of the implementing zones that's noted in that future land designation. Industrial is not one of the options.

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

Schlotthauer: Yes, especially policy 86, retaining existing businesses.

Gabbert: There's supportive testimony for goal 1 and policy 2.

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

Hampe: They are not going to have any additional services, and they have been there 10 years.

Steffensen: They've been painting since 2020. They will be using the same water and sewer.

Gabbert: DEQ did have that comment that their permits would need to be updated if they are impacted under the adapa rules.

Schlotthauer: I would note that it is unfortunate that the company must go through this for their addition of building. The staff has done a good job walking them through the process.

Motion by Hampe to recommend Approval Shawver Autobody Zone Change File No. ZC-24-1 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation to be provided to the City Council.

Second by Schlotthauer.

VOTE: Carey – Yes, Schlotthauer– Yes, Walton– Yes, Steffensen– Yes, Hampe - Yes

MOVED

Special Use Permit Review Criteria:

Gabbert: This action would be provisional to the zone change.

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

Steffensen: This type of business is allowed as a special use permit in the CCS zone.

Gabbert: It is situated adjacent to several other types of CCS businesses.

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 regulation of the city and the state.

Gabbert: There was testimony to and acknowledgment by the commission that it is an allowed use as a special use in the CCS zone.

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.

Commissioners agree that this is very compatible, it is an existence business as a body shop for 10 years and painting for 4 in accordance with all the rules and regulations.

Hampe: They are not making any changes that would impact the health, safety, and welfare of the public.

Gabbert: There has been no testimony or evidence to the contrary.

D. Whether the proposed use will/will not comply with the goals and policies found within the comprehensive plan.

Gabbert: That was covered in the decision portion for the zone change recommendations. The same goals are supportive.

Motion by Carey to move to Approve Special Use Permit File No. SUP-24-6 finding that it meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations subject to condition one contained in the staff report and direct staff to prepare a written Reasoned Decision.

Second by Schlotthauer.

VOTE: Carey – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe - Yes
MOVED

- c. Mongeau Meadows Annexation & 1st Addition Subdivision File Nos. ANN-24-3 & SUBD-24-2

Public Hearing Opened: 6:50
Staff Report

Jon Manley, Planning Manager: Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex and subdivide approximately 5.8-acres into a total of 21 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1). Project Location: The property is generally located south of E. 16th Ave. between N. Idaho St. and N. Syringa St (south of the intersection of N. Quail Run Blvd. and E. 16th Ave.). Surrounding Land Uses: Located to the north is an older subdivision in the City of Post Falls. To the east, is a recent annexation and subdivision of Mongeau Meadows. Adjacent to the west and south are large lots of single family uses in the county. Land Use & Site: Currently a large lot, single family, it's over the Rathdrum Prairie Aquifer and the City of Post Falls would provide the water and wastewater. Traffic: 16th Avenue is a Major Collector. Additional rights-of-way and easements would need to be provided as part of the annexation. Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along E. 16th Avenue. There is nothing in the staff report that showed there would be any conflict or complications from a traffic perspective. The Future Land Use designation is low density residential; this encompasses all types of single-family residential uses up to eight dwelling units per acre. Comprehensive compatibility goals and policies were discussed, including goals 7 and 12 and policies 24, 26, and 1.

Schlotthauer: How have we promoted and incentivized infill development?

Manley: It has not been through financial incentivization, it's been done through policy and the future land use map. Along the east side is a medium density designation. Through the adoption of the comprehensive plan, it was identified that there are some obstacles in obtaining sewer. There are some long routes in the area we would have to get before contemplating higher densities on that portion and pulling sewer. The areas to the west could tie into that and other single-family development being complimentary to the pre-existing single-family lots in the county as well as the other pre-existing R1 lots that are in the city. Moving on to the subdivision request. There are 21 single-family residential (R1) lots. The plans include extension of Healy Avenue connecting south to the Mongeau Meadows subdivision and frontage improvements to E. 16th Avenue. Water and wastewater is to be provided by the City of Post Falls. The staff report indicates there is capacity to provide service to the subdivision as proposed, and it is in conformance with the City's Water Reclamation Master Plan. The proposed streets are consistent with the transportation element of the comprehensive plan. There are no known soil or topographical conditions which have been identified as presenting hazards. Subdivision approval is contingent on annexation approval from the City Council. The subdivision and proposed lots conform to the requirements of Title 17 and Title 18. Impact and cap fees will be collected on individual building permits to assist in mitigating the off-site impacts on parks, public safety, streets, and waste reclamation facilities.

Applicant Ray Kimball: I am representing the owner, Wild Horse Investments, LLC. As mentioned, this is low density residential, R1 is the typical implementing zone for low density residential. We are adding on to Mongeau Meadows first phase moving west. Regarding the zoning compatibility, it is infill, the land use pattern, street classification, traffic patterns, existing and future land uses are all compatible, it's surrounded by residential uses and is nearly ½ mile away from any commercial zoning. The property is shown as residential on the Future Land Use Map, which is consistent with the R1

zoning request. The 21 lots are a little larger than the lots in the first phase due to the geometry of this lot being a little wider. We are providing for cross connectivity; we have a fire egress that is currently paved and will be maintained out to 16th Avenue as the emergency egress to meet the fire code. It meets all the dimensional requirements of the proposed R1 zone. Provisions have been made to supply adequate water and sewer connections to the city. The City has indicated it has adequate capacity to service the proposed project. ROW will be dedicated to 16th Avenue to City standards and provisions has been made to adequately provide connectivity to adjacent properties. We are not aware of any hazards or topographical conditions that are incompatible with the proposed use.

Testimony:

In

Favor: Wade Jacklin, Coeur d'Alene, ID (not wishing to speak): Excellent location for an infill neighborhood.

Neutral: None

In Opposition: None

Public Hearing Closed 7:10 PM

Annexation Review Criteria:

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

Commissioners agree that it shows land use as R1.

Gabbert: Testimony supported that it was near identically to the other existing R1 zones. There was testimony that the focus area supporting the center island is promoting infill development. The consensus is that the R1 zone is an appropriate recommendation.

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

Carey: The plan is to fill the infill and bring it into the city.

Steffensen: Fill in the infill and continue the connectivity of multiple services that the city can offer regarding traffic patterns and infrastructure.

Gabbert: There was testimony that single-family housing provides a role in the diverse housing types under goal 7 and allows the city to encourage the right-of-way and make improvements in those areas on 16th as well.

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

Steffensen: Testimony indicates nothing has been identified.

Carey: All city services are available.

Motion by Hampe to recommend approval of Mongeau Meadows annexation File No. ANNX-24-3 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation to be provided to the City Council of R1.

Second by Schlotthauer

VOTE: Carey – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe – Yes

MOVED

Subdivision Review Criteria:

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

Hampe: The city has stated there is adequate water and sewer.

Steffensen: Staff report and applicant stated the city can provide these services.

Gabbert: That satisfies criteria 1 and 2.

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

Steffensen: Yes, the city has worked with the developer to create connectivity between existing developments there and planning for future developments.

Gabbert: Testimony indicated there was no adverse impact.

3. 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.

Steffensen: No known conditions. The applicant stated that if something does come up, they will deal with it at the time.

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

Steffensen: Pending approval of it, that area is R1. This fits perfectly there as a county pocket and infill for R1.

5. 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.

Steffensen: Impact fees will be collected at the time of development for parks, public safety, and streets.

Motion by Carey to Approve Mongeau Meadows First Edition Subdivision File No. SUBD-24-2 finding that it meets approval criteria in the Post Falls Municipal Code as outlined in our deliberations subject to conditions one through eleven contained in the staff report and direct staff to prepare a written Reasoned Decision.

Second by Hampe.

Vote: Carrie – Yes, Schlotthauer – Yes, Walton – Yes, Steffensen – Yes, Hampe – Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

a. Deferred Impact Fees for Attainable and Affordable Housing

Bob Seale, Director: This is an informational update regarding steps we are trying to take to encourage affordable housing to be constructed within the city. This will go to the City Council September 3, 2024. It deals

with changes to the language in Chapter 19 to 1.) define attainable housing and 2.) when and how we collect impact fees on projects for attainable housing. The impact fee for Attainable Housing Projects must be paid and collected prior to the issuance of a certificate of occupancy for the structure verses at the time of the building permit issuance. Attainable housing criteria is:

For Ownership: Homes restricted to be affordable to persons making 120%, or less, of the Area Median Income (AMI) for Kootenai County.

For Rental: Projects where at least 25% of the units are restricted to be affordable to persons making 80%, or less, of the AMI for Kootenai County.

Carey: Is this a reduction in Impact Fees?

Seale: There is no reduction, it is a delay in collection to help the builders with the upfront costs to enable more construction of attainable housing.

Schlotthauer: This looks like a small step in the right direction. What do you mean by restricted? Seale: Deed restricted. A property is purchased and is restricted to being 120% of the AMI or less, and when the property changes hands it will also be restricted to being 120% or less of the AMI as well. The equity will not be market driven.

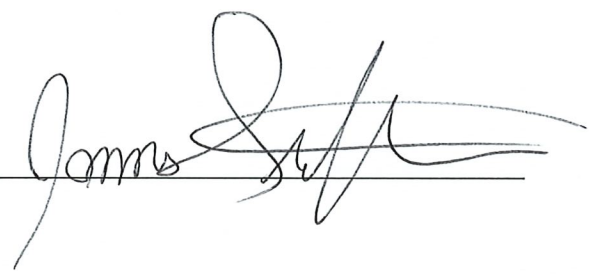
6. COMMISSION COMMENT

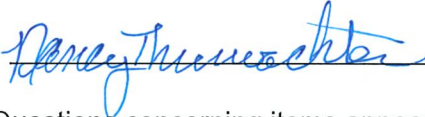
None

7. ADJOURNMENT

7:26 P.M.

Date: 9/10/29

Chair: 

Attest: 

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

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

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Mongeau Meadows Annexation
File No. ANNX-24-3
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Raymond Kimball, Whipple Engineering Consultants o/b/o Wild Horse Investments

LOCATION: South of E. 16th Ave., midway between N. Idaho St. and N. Syringa St (south of the intersection of N. Quail Run Blvd. and E. 16th Ave.)

REQUEST: To forward a recommendation of Single Family Residential (R-1) zoning as part of an approximate 5.8-acres annexation into the City of Post Falls. This request is in conjunction with the proposed Mongeau Meadows 1st Addition Subdivision of 21 lots (SUBD-24-2).

B. RECORD CREATED:

1. A-1A Annexation Application
2. A-1B Subdivision Application
3. A-2 Annexation/Subdivision Narrative
4. A-3 Vicinity Map
5. A-4 Preliminary Plat
6. A-5 Authorization Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 Philips 66 (YPL) Comments
13. PA-4 PFPD Comments
14. PA-5 DEQ Comments
15. PA-6 PFHD Comments
16. P&Z Staff Report
17. Testimony at the public hearing on August 13, 2024, including:

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

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to zone approximately 5.8-acres to be annexed into the City of Post Falls as Single Family Residential (R1).

Mr. Manley explained that the City of Post Falls will supply water and sewer to the site. He noted that the site is over the Rathdrum Prairie Aquifer. He explained that this is adding on to the Mongeau Meadows first phase moving west.

Mr. Manley provided an overview of the zoning and land uses surrounding the site. To the north is an older subdivision in the City of Post Falls, to the east is a recent annexation and subdivision of Mongeau Meadows, adjacent and to the west and south are larger lots with single family uses in the county. This site is over the Rathdrum Prairie Aquifer. The Future Land Use designation for the property and those adjacent to it is low density residential which encompasses all types of single-family residential uses up to eight dwelling units per acre. Further that the property is located in the Central Island Focus Area which promotes integration of county islands parcels into the city.

Mr. Manley testified that 16th Avenue is a major collector. Additional rights-of-way and easement would need to be provided as part of the annexation. Upon the development of the site, frontage improvements will be required to be completed to allow for continuity of pedestrian pathways along E. 16th Avenue.

Mr. Manley addressed the compatibility of the comprehensive goals and policies and discussed goals 7 and 12 and policies 1, 24, and 26 which could support the application.

Applicant's Presentation
Ray Kimball, Whipple Engineering Consultants

Mr. Kimball testified he represented the owners, Wild Horse Investments, LLC and described it as a low-density residential proposal with the requested single family residential R1 zone being the typical implementing zone for low density residential.

Mr. Kimball testified the property is an infill project and the land use pattern, street classification, traffic patterns, existing and future land uses are all compatible with the zoning request. The property is designated as residential on the Future Land Use Map. Mr. Kimball stated that the applicant is providing for cross connectivity, will have a paved fire egress which will be maintained out to 16th Avenue. Further that the proposal meets all the dimensional requirements of the proposed R1 zone.

Mr. Kimball testified that provisions have been made to supply adequate water and sewer connections to the city and the city has adequate capacity to service the project. ROW will be dedicated for 16th Avenue to city standards and provisions have been made to provide connectivity to adjacent properties. Finally the applicant was not aware of any hazards or topographical conditions that are incompatible with the proposed use.

Public Testimony:

In Favor: Wade Jacklin, Coeur d'Alene (wishing not to speak): Excellent location for an infill neighborhood.

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of R1 on approximately 5.8 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Low-Density Residential, and it is inside the Central Island Focus Area. R1 is an implementing zone under the Low-Density Residential designation and is consistent. The Central Island Focus Area seeks to incorporate county islands into city limits while blending design, ensuring land use compatibility and encouraging city utility improvements.

The Commission finds that the proposed R1 zone is consistent with the Future Land Use Map and aligns with the residential uses identified in the Central Island Focus Area.

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

Based on the testimony provided and the staff report, the Commission finds the requested zoning to be consistent with the following goals and policies contained in the comprehensive plan:

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

The proposal for single-family housing promotes diverse housing types to assist community needs and fosters the City's long-term sustainability by growing the local economy.

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

This goal is supported through the application by gathering income in responsible ways and actions that provide ratepayers with efficient, effective services.

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

This policy is supported through requirement for dedication of the rights-of-way and easements adjoining the property as part of the requested annexation.

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

- **Surrounded by incorporated areas**
- **That have readily available service infrastructure and capacity**
- **That support increased development intensity near the urban core.**

After deliberation the Commission finds that the site is currently an island surrounded by the City, the City has sewer and water infrastructure adjacent and capacity to serve and that the site size limits the intensity for uses of the property and is located $\frac{3}{4}$ to $1 \frac{3}{4}$ miles from commercial and medical services.

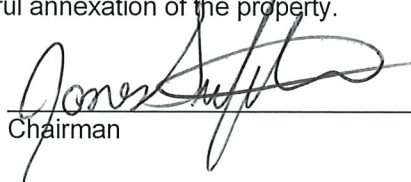
C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Based on testimony the Commission finds it will not create an adverse impact. All city services are available. The Commission has determined that the political subdivisions were notified, and the city received no written comments in opposition. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Commission finds that this criterion has been satisfied.

D. RECOMMENDATION OF THE COMMISSION:

Mongeau Meadows Annexation, File No. ANN-24-3: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments and a motion to recommend approval of the recommended zoning was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for **Single Family Residential (R1)** zoning on approximately 5.8-acres upon successful annexation of the property.

10/8/24
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.

From: [Robert Beachler](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdiction - Mongeau Meadows 2024 File No. ANNX-24-3
Date: Wednesday, September 25, 2024 6:35:51 AM
Attachments: [image001.png](#)

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

The Idaho Transportation Department is neutral on the proposed annexation.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 24, 2024 3:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan

<Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziplay.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdiction - Mongeau Meadows 2024 File No. ANNX-24-3

CAUTION: This email originated outside the State of Idaho network. Verifv links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good afternoon - Please find attached the Notice to Jurisdictions for Mongeau Meadows 2024 File No. ANNX-24-3 that is scheduled for the City Council meeting on October 15, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

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From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notice to Jurisdiction - Mongeau Meadows 2024 File No. ANNX-24-3
Date: Wednesday, September 25, 2024 8:44:44 AM
Attachments: [image001.png](#)
[DRAFT Exhibit PH-7 NTJ_Mongeau Meadows_CC.pdf](#)

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

Good Morning Nancy,

Based on the location, there is no impact to the YPL ROW. We do not have any comments or questions.

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 24, 2024 4:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor

<lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan
<Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>;
Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>;
contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson
<Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff
<ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor
<tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn
<Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter
<eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen
<James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter
<jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley
<jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell
<krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center
<mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney
<ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball
<rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale
<rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard
<showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman
<sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>;
Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: [EXTERNAL]Notice to Jurisdiction - Mongeau Meadows 2024 File No. ANNX-24-3

This Message Is From an External Sender

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[Report Suspicious](#)



Good afternoon - Please find attached the Notice to Jurisdictions for Mongeau Meadows 2024 File No. ANNX-24-3 that is scheduled for the City Council meeting on October 15, 2024. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

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1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

September 27th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Mongeau Meadows 2024 File No. ANNX-24-3

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral. The department will provide further comment during the development process. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, October 1, 2024 9:08 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Mongeau Meadows 2024 File No. ANNX-24-3

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

The Post Falls Highway District has no comments for this subdivision.

Regards,
Jonie

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com

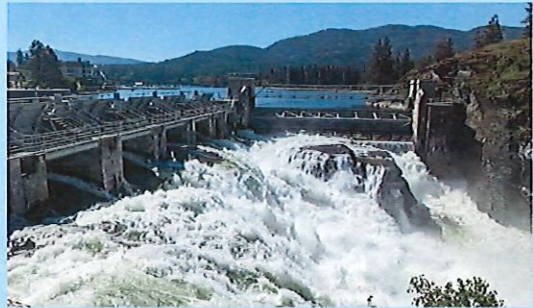


From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, September 24, 2024 3:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Mongeau Meadows 2024 Annexation

ANNX-24-3

October 15, 2024



Jon Manley – Planning Manager

1

OWNER: Wild Horse Investments, LLC

APPLICANT: Ray Kimball, Whipple Engineering

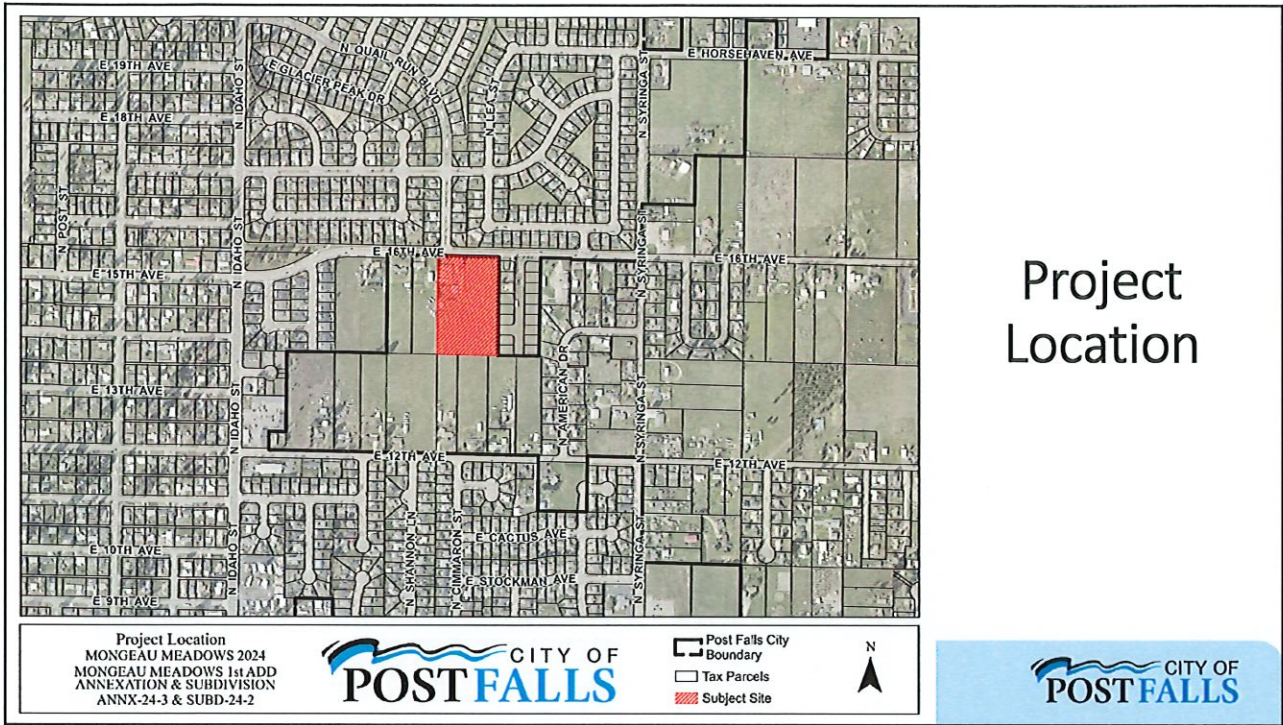
APPLICAN REQUEST:

- **Annexation:** Approval for the approximately 5.8-acres annexation request into the City of Post Falls with the forwarded recommendation for Single Family Residential (R-1) zoning from the Planning and Zoning Commision on August 13th, 2024.

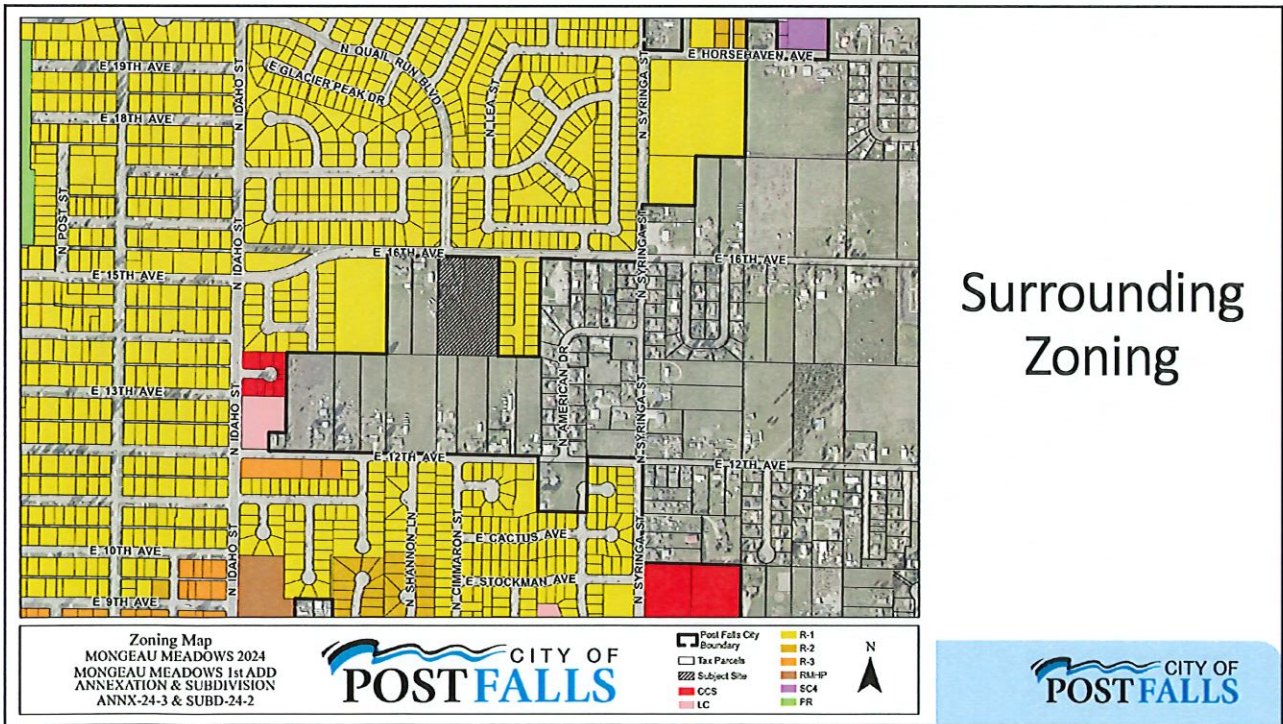
Mongeau Meadows 2024 Annexation



2



3



4

Land Use & Site

- Currently a large lot single family use
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan
- The City has the capacity to provide service and is willing to serve to the property at the requested density.

Water

- City of Post Falls Water District

Traffic

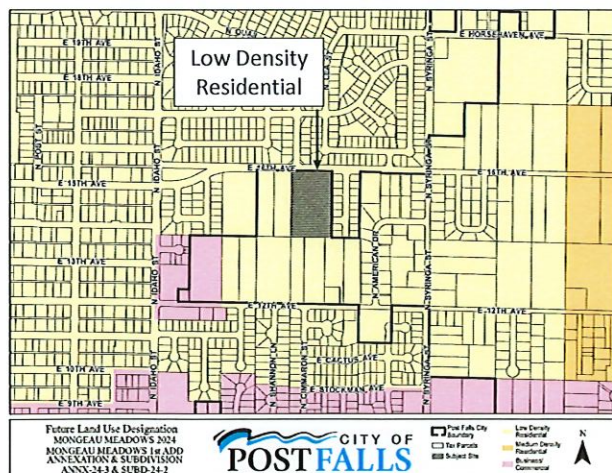
- 16th Ave is a Major Collector
- Additional rights-of-way and easement would need to be provided as part of annexation.
- Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along E. 16th Avenue.

Additional Information

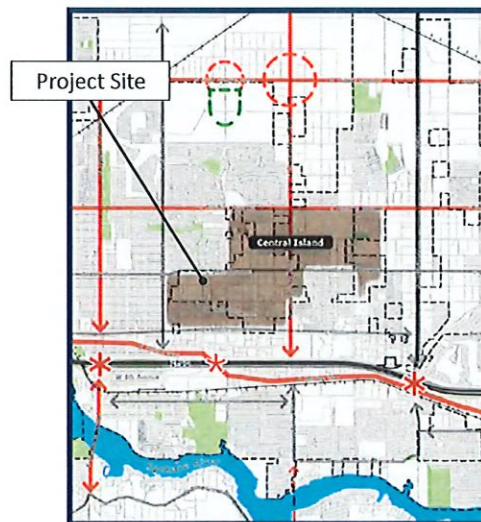


5

Future Land Use Designation



Central Island Focus Area

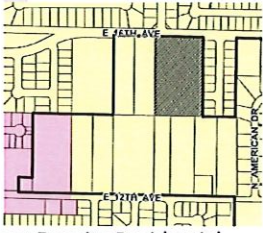


Future Land Use Designation/Focus Area



6

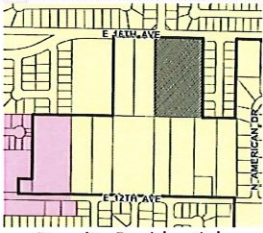
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential <i>This category encompasses all types of single-family residential uses up to eight dwelling units per acre.</i>	<u>Central Island</u> Promote infill development in this context area; Prioritize annexation opportunities;	[G.12]: Maintain the City of Post Falls' long-term fiscal health.	[P.01]: Support land use patterns that: - Maintain or enhance community levels of service; - Foster the long-term fiscal health of the community; - Maintain and enhance resident quality of life; - Promote compatible, well-designed development; - Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.



7

Zone Change Comprehensive Compatibility

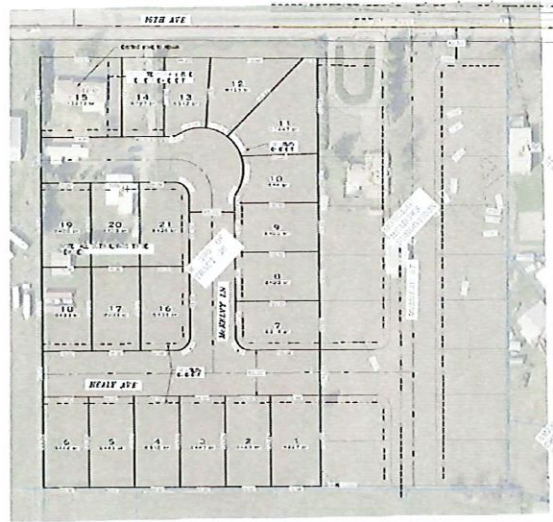
Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential <i>This category encompasses all types of single-family residential uses up to eight dwelling units per acre.</i>	<u>Central Island</u> Promote infill development in this context area; Prioritize annexation opportunities;	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities. [P.26] Maintain and improve the continuity of sidewalks, trails and bicycle paths in Post Falls.



8

- 21 Single-Family Residential (R-1) lots
- Extension of Healy Ave. Connecting south to the Mongeau Meadows subdivision
- E 16th Ave. frontage improvements
- Less than 8 du/acre

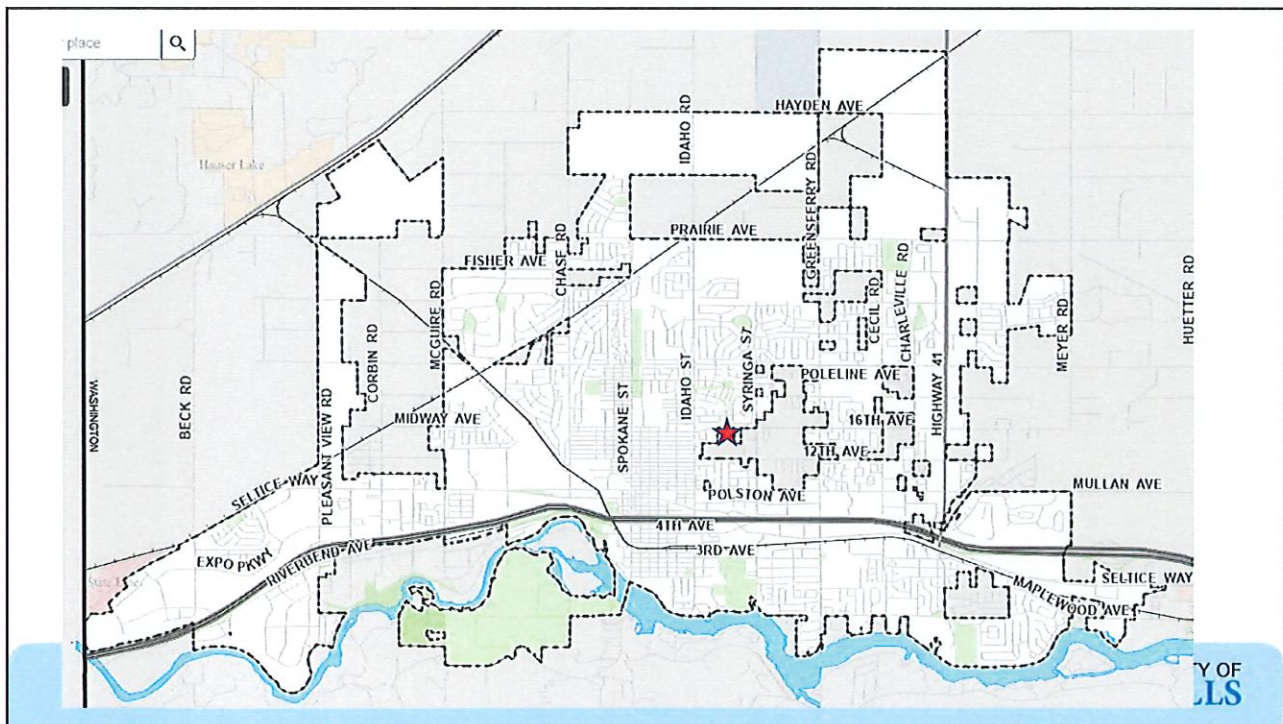
SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AB
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	5.81
NUMBER OF LOTS	21
MAXIMUM LOT AREA (SF)	13,273
MINIMUM LOT AREA (SF)	6,642
PROPERTY DENSITY (lots/ac)	3.61
AVERAGE LOT AREA (SF)	8,655
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED



Proposed Subdivision Plan



9



10

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

Zone Change Review Criteria



11

- | | |
|----------------------------------|---------------------------------------|
| • Kootenai County Fire | • Verizon |
| • PF Highway District | • Idaho Department of Lands |
| • PF School District | • Panhandle Health |
| • Avista (WWP-3) | • NW Pipeline Corp. |
| • Dept. of Environmental Quality | • PF Post Office |
| • Conoco Inc. (Pipeline company) | • East Greenacres Irrigation District |
| • Yellowstone (Pipeline company) | • Time Warner Cable |
| • TransCanada GTN | • PF Police Department |
| • PF Parks & Rec | • Utilities |
| • Kootenai Electric | • Urban Renewal Agency |
| • Ross Point Water | • Kootenai County Planning |
| • TDS | • KMPO |

Agencies Notified



12

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3/PA-8] Philip 66 (YPL) – No impact on their infrastructure

[PA-4/PA-9] Post Falls Police - Remain neutral

Agency Comments



13

[PA-5] DEQ – No environmental impact

[PA-6/PA-10] Post Falls Highway District – No comment

[PA-7] Idaho Transportation Department – Neutral

Agency Comments



14

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

Zone Change Review Criteria



**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 10/15/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Impact Fee Study Phase One Update

ITEM AND RECOMMENDED ACTION:

City staff along with Welch Comer Engineers will brief Mayor and Council on the status of the Impact Fee Study Phase One. Phase One includes clarifying methodology options and administrative procedures through a series of topical issue papers. No action is required on this item.

DISCUSSION:

The consultant team (Welch Comer, FCS Group, Iteris) has been working with City staff primarily on growth, parks, police and transportation since mid-May. The purpose of this presentation is to provide an update on the schedule, process, and next steps. The City has provided the Consultant team with data and resources such as planning documents, building and facility inventories, etc. The City's transportation plan update is currently underway, as well, and there has been some iterative work associated with the travel demand model, growth, and employment projections.

There are still some growth-related project tasks being completed iteratively between the travel demand modeler and City staff. Once that work is complete, we will meet again with the Planning and Zoning Commission to discuss fee-specific methodology alternatives.

The team is planning on updating the Parks and Recreation Commission at their meeting on October 22, 2024.

The next update to Council is tentatively planned for late November or December.

Phase Two, which is not under contract at this time, will include selection of locally-preferred methodology, updated fee calculations, and preparation of the impact fee study.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council approved the contract with Welch Comer for Phase One of the Impact Fee Update at the April 2, 2024, council meeting. The Planning & Zoning Commission or Development Impact Fee Advisory Committee regularly hears updates surrounding the impact fees, and were updated at a September 11, 2024, meeting.

APPROVED OR DIRECTION GIVEN:

April 2, 2024, entered into a contract with Welch Comer to begin Phase One of the impact fee update.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No fiscal impact at this step in the process.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.10.15 CC Presentation (1)
2. 202401002 41354.18 CC Meeting 1 Memo

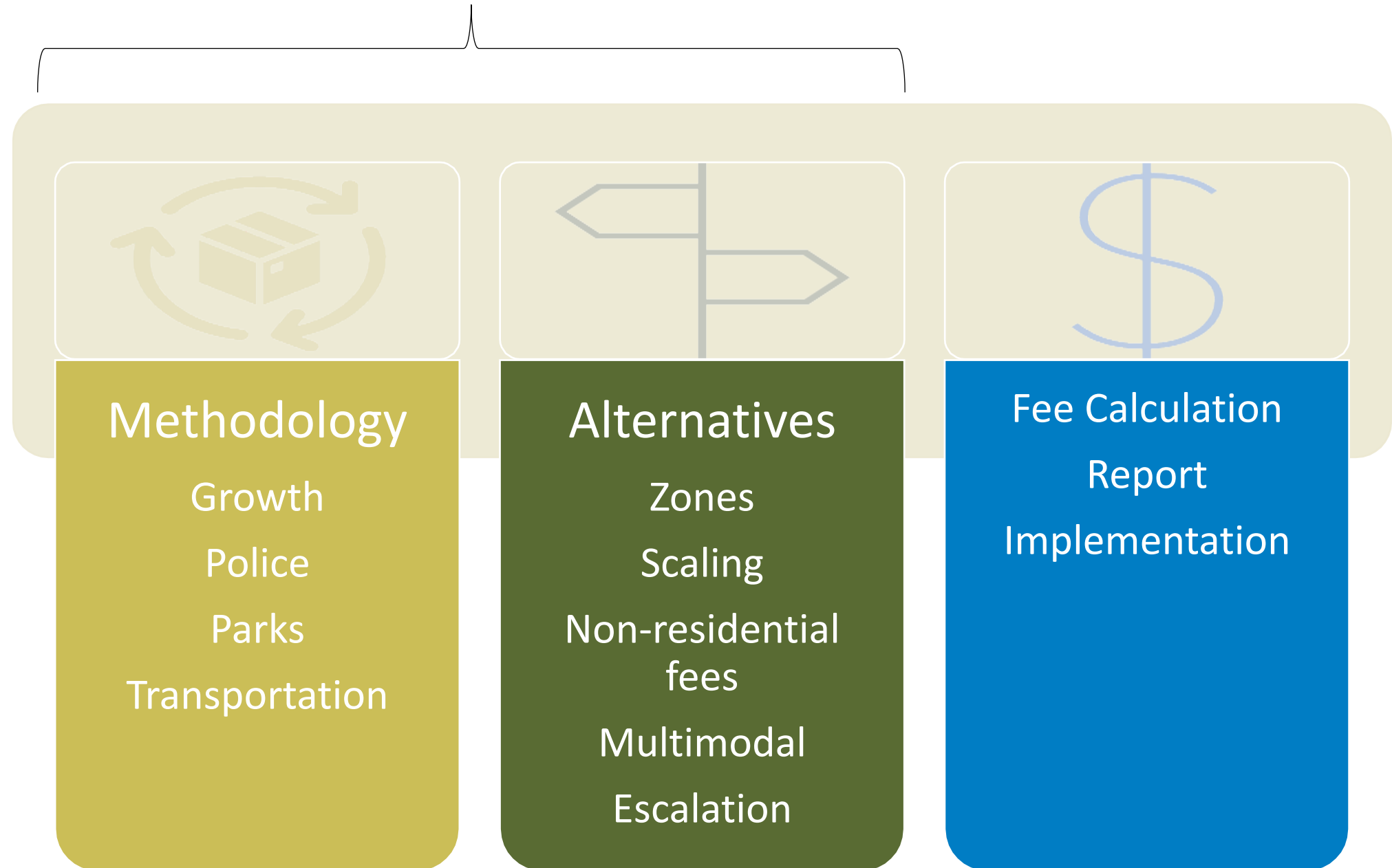
Development Impact Fee Study Update



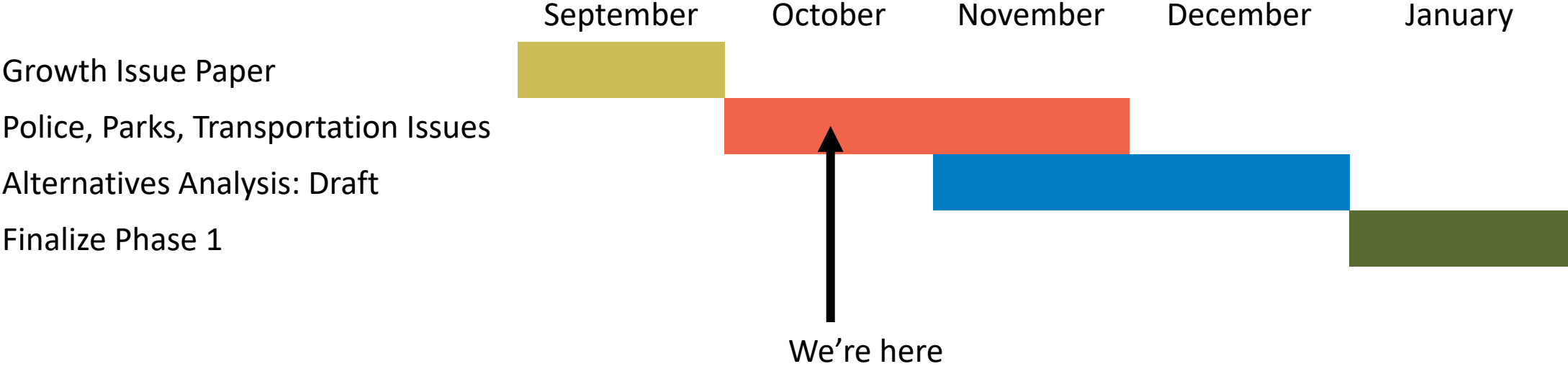
City Council
10/15/2024

Phase 1

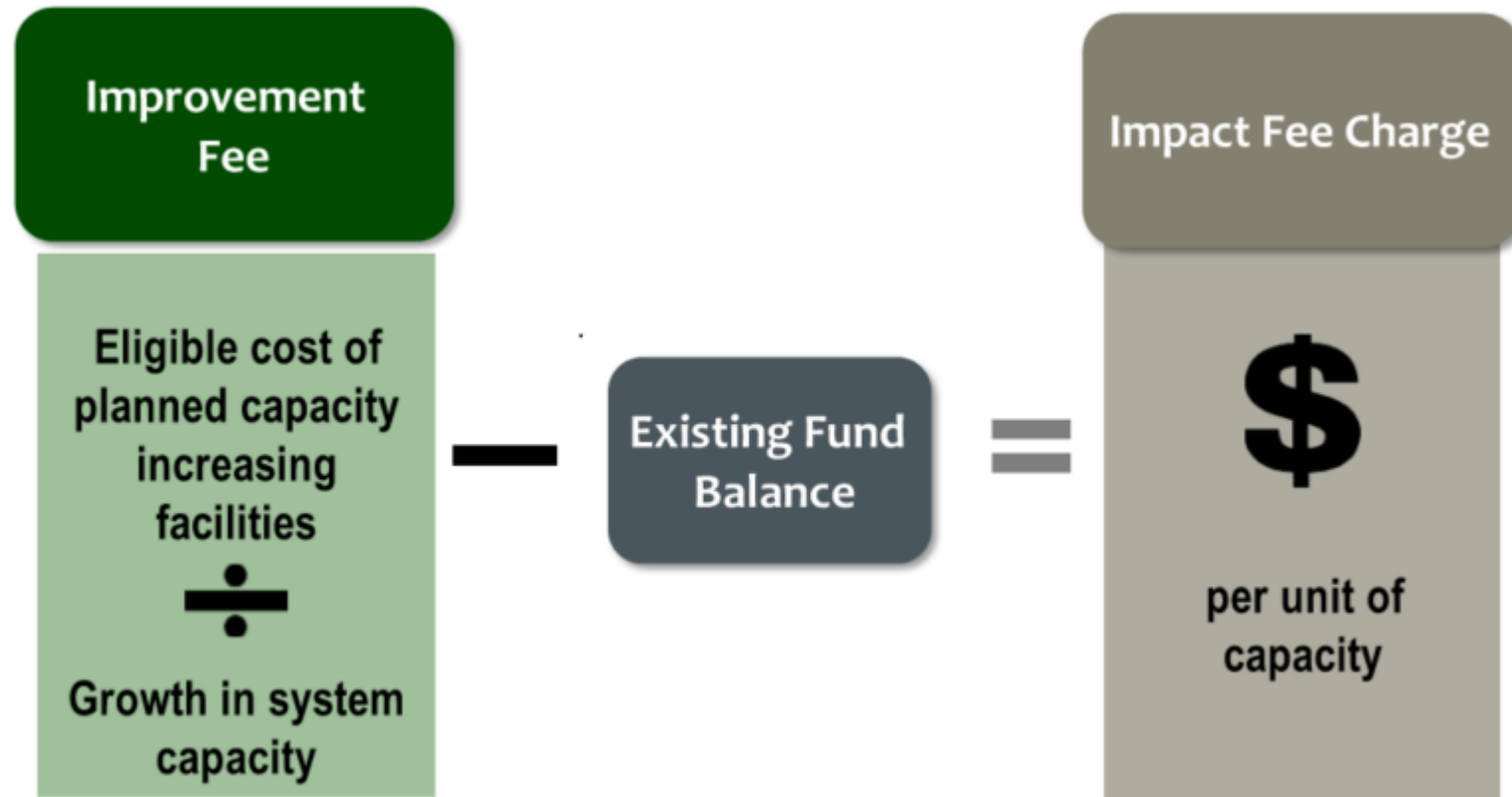
Phase 2



Schedule



General Impact Fee Equation



Population & Job Growth Forecast: 2020-2035

	2020	2024	2025	2035	2020-2035 Compounded Growth Rate
Population	38,485	45,399	48,961	71,513	4.22%
Occupied Dwelling Units	14,650	17,282	18,638	27,223	4.22%
Employees	11,546		13,945	18,760	3.29%

Sources: KMPO and City of Post Falls.

*Employment data is higher than in the current KMPO model.

Existing Impact Fee Methodology

Considering plan
or CIP-based



	Parks	Public Safety	Streets	Multimodal Paths
Current Calculation Method	Incremental expansion approach based on park land, amenities, and indoor recreation space	Incremental expansion approach based on police facilities and communication infrastructure	Plan-based system capacity improvements	Incremental expansion approach based on linear feet of trails
Unit of Growth (10 year forecast)	Projected population	Projected population and vehicle trips	Projected vehicle trips	Projected population and vehicle trips

Users may include more than residents

May consider land-uses based for non-residential

May consider person-trips

Considerations

Consider Parks Fee
for Non-Res Uses?

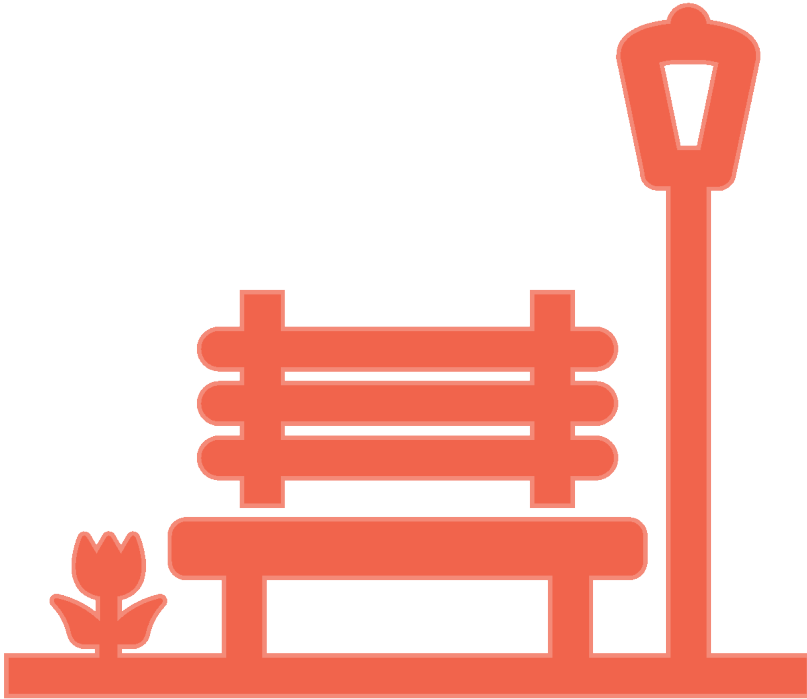
Wrap multimodal
fee into
transportation (or
parks)?

	Parks	Public Safety	Streets	Multimodal
Residential (per housing unit)				
Single-Family	\$ 6,444.00	\$ 1,260.00	\$ 3,174.00	\$ 1,387.00
Multi-Family	\$ 4,797.00	\$ 937.00	\$ 1,795.00	\$ 1,032.00
Non-Residential (per sq. foot)				
Commercial/Shopping Center	N/A	\$ 1.24	\$ 6.34	\$ 1.36
Office	N/A	\$ 0.49	\$ 2.48	\$ 0.53
Light Industrial	N/A	\$ 0.25	\$ 1.26	\$ 0.28
Manufacturing	N/A	\$ 0.20	\$ 1.00	\$ 0.22
Warehousing	N/A	\$ 0.09	\$ 0.45	\$ 0.10
Mini-Warehouse	N/A	\$ 0.08	\$ 0.39	\$ 0.09
Elementary School	N/A	\$ 0.64	\$ 3.28	\$ 0.70
Middle School/Junior High	N/A	\$ 0.66	\$ 3.39	\$ 0.74
High School	N/A	\$ 0.47	\$ 2.36	\$ 0.52
Day Care	N/A	\$ 1.57	\$ 8.00	\$ 1.71
Church	N/A	\$ 0.35	\$ 1.77	\$ 0.39
Assisted Living	N/A	\$ 0.21	\$ 1.06	\$ 0.23
Nursing Home	N/A	\$ 0.33	\$ 1.69	\$ 0.36
Recreational Community Center	N/A	\$ 1.44	\$ 7.34	\$ 1.58
Hotel (per room)	N/A	\$ 416.12	\$ 2,128.11	\$ 455.63
Hotel (per sq. foot)	N/A	N/A	N/A	N/A

Scale by size?

Are these the right
land uses?

Parks



Who are the customers?

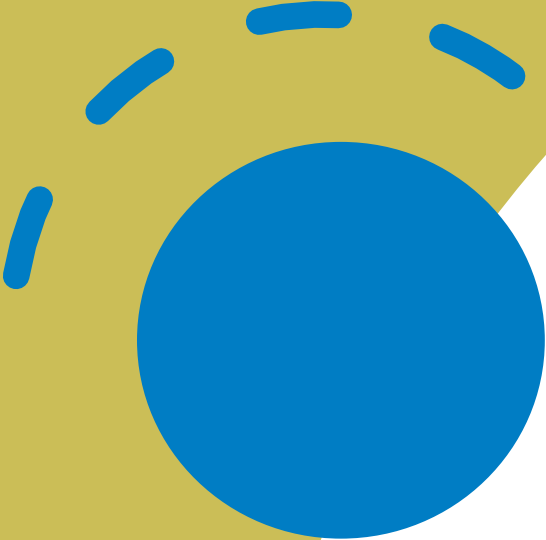
10,000 people work in the City and live outside the City

Two types of eligible parks:

1. New park facilities & improvements
 - Serve new growth
2. Expansion of Existing Parks
 - Serve a mix of new growth and existing users

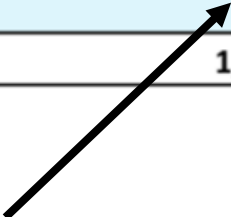
Interested in “growth’s share” of these projects.

Police



			Demand (Hours/Day)	Person Hours	Proportionate Share
Residential					
	City Population, 2025 est.	47,314			
	Residents, Not Working	57.6%	27,273	24	654,544
	Employed Residents, Working in City	8.8%	4,165	14	58,316
	Employed Residents, Working Outside City	33.6%	15,876	14	222,263
	Subtotal	100.0%	47,314	935,122	88.7%
Non-Residential					
	Jobs in Post Falls	10,538			
	Employed Residents, Working in City		4,165	10	41,654
	Non-Residents, Working Inside City	74.0%	7,793	10	77,932
	Subtotal		11,959	119,586	11.3%
	Total			1,054,708	100.0%

P&Z wanted to consider
calls for service to non-
residential land use
categories



Transportation

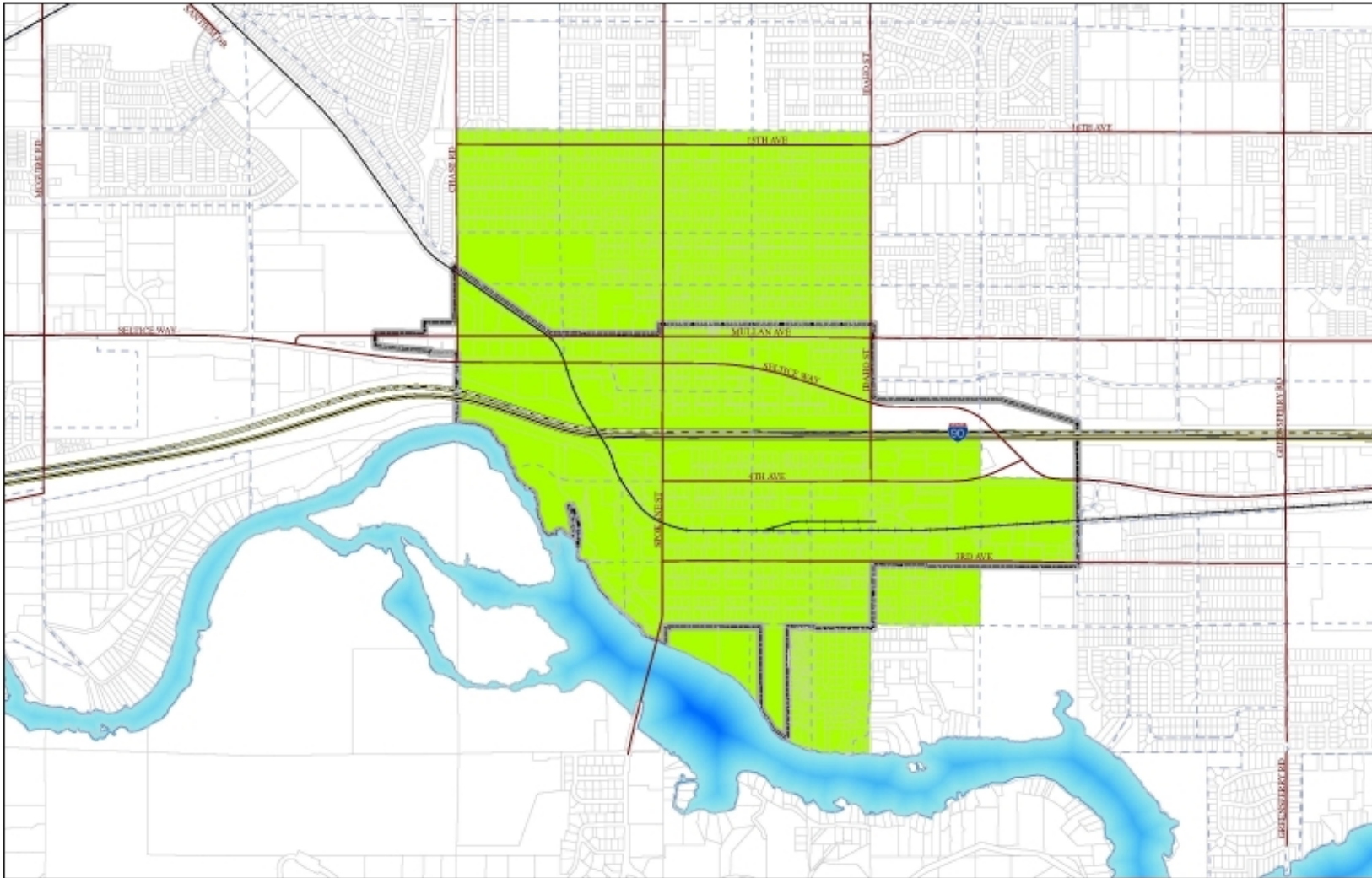
Currently, separate streets & multimodal fees

P&Z was questioning if workers use multimodal facilities

Looking for growth's share of roadway projects using the travel demand model

Transportation Plan is in process

Consider a City Center Fee Zone



*Proposed Impact Fee Downtown District Boundary

Next Steps



Finish employment data and TAZ adjustments in Regional Demand Model



Finalize trip growth from model (City Center and rest of City)



Revise growth estimates and LOS estimates based on input from City and/or Planning and Zoning



October

Police

- Parks
- Transportation



November

Scaling SF

Non-residential park fees

Escalation



Discussion

Memorandum

TO: **MAYOR AND CITY COUNCIL**
FROM: **MELISSA CLEVELAND P.E., PROJECT MANAGER**
PRJ. #: **41354.18**
SUBJECT: **DEVELOPMENT IMPACT FEE STUDY UPDATE**
DATE: **OCTOBER 2, 2024**
CC: **BOB SEALE, COMMUNITY DEVELOPMENT DIRECTOR**

Introduction: The City currently has development impact fees for parks, public safety, streets, and multimodal and is updating their study. Phase 1 includes clarifying methodology options and administrative procedures through topical issue papers. Phase 2, which is not under contract at this time, will include selection of locally-preferred methodology, updated fee calculations, and preparation of the impact fee study.

The consultant team consists of Welch Comer Engineers (overall project management), FCS Group (financial consultant and impact fee preparer), and Iteris (transportation modeler). The consultant team has been working with City staff primarily on growth, parks, police, and transportation since mid-May. The City's Planning and Zoning Commission is acting as the "development impact fee committee." One meeting was held with the Commission in September, with two other meetings planned on November 12th and mid-December. The purpose of this presentation is to provide a brief update on the schedule, process, and next steps.

Schedule: Through Phase 1, the team intends to workshop with the Planning and Zoning Commission (acting as the Development Impact Fee Committee) during three meetings. We met in September and plan to meet with them in November and December 2024. The first meeting focused on growth. The second meeting (November) will focus on parks, transportation, and police methodology. The third meeting (December) will focus on other related topics such as scaling residential fees, land use categories, and escalation. Phase 1 of the project is planned to be complete early in 2026.

Work to Date: The City has provided the Consultant team with data and resources such as planning documents, building and facility inventories, etc. The City's transportation plan update is currently underway, as well, and there has been some iterative work associated with the travel demand model, growth, and employment projections.

Growth: Growth in system demand is the denominator in the impact fee calculation.

Alternatives: The City would like to explore methodology alternatives such:

- Having two fee zones – City Center and the rest of the City.
- Scaling single family residential fees by home square footage.
- Charging non-residential uses a park impact fee to capture non-resident employees and overnight visitors.
- Wrapping the multi-modal fee into transportation and/or parks, rather than a stand-alone fee.
- Automatic escalation built into the fee schedule.

Exploring these alternatives does not mean that the Council will ultimately have to structure the fees with the alternatives, rather it will allow Council to consider the alternatives and make informed decisions regarding the fees in Phase 2.

Next Steps: There are still some growth-related project tasks being completed iteratively between the travel demand modeler and City staff. Once that work is complete, we'd like to meet again with the Planning and Zoning Commission to discuss fee-specific methodology alternatives.

The team is planning on updating the Parks and Recreation Commission at their meeting on October 22, 2024.

The next update to Council is tentatively planned for late November or December.