



**CITY COUNCIL
MEETING AGENDA**

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

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

REGULAR MEETING – 6:00 pm City Council Chambers

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

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – December 17, 2024, City Council Meeting
- b. Payables 12/19/2024 - 01/08/2025
- c. Mongeau Meadows Annexation Agreement File No. ANNX-24-3
- d. Shawver Autobody Zone Change Reasoned Decision (ZC-24-1)

- e. North Place East 2nd Addition Subdivision Construction Improvement Agreement
- f. Mountain View Bible Church Annexation Reasoned Decision (ANNX-23-6)
- g. Acceptance of Easement and Rights-of-Way from Land Camp LLC
- h. North Place East 2024 Subdivision Master Development Agreement File No. SUBD-23-7

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. FY 2025 Budget Amendment No. 2

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. Corbin Lift Station Rehabilitation Project Staff Report
- b. FY 2026 Budget Process

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

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 N 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, Joe Malloy, Nathan Ziegler, Randy Westlund , Ryan Davis

Mission
Building Community.



**CITY COUNCIL
MEETING MINUTES**

**December 17, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Habitat for Humanity and Affordable Housing

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

The Workshop was not held as the presenter was absent.

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CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

The city is conducting a housing survey. You can find the survey link on the city's homepage at postfalls.gov. City Hall and city business offices will close at noon on Tuesday, December 24th, and remain closed on Wednesday, December 25th in observance of Christmas. Offices will also be closed on Wednesday, January 1st for New Year's Day.

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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parte contacts and site visits in most land use decisions must also be disclosed.

None

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ACTION ITEMS:

- a. Minutes – November 26, 2024, City Council Special Meeting
- b. Minutes - December 3, 2024, City Council Meeting
- c. Accounts Payable and Hand Check Accountability Report for November 22, 2024 through December 5, 2024
- d. Cash and Investments Report for October 2024
- e. Teton Meadows Final Subdivision Plat
- f. Mongeau Meadows 2024 Annexation Reasoned Decision File No. ANN-24-3
- g. Fiscal Year 2024 Annual Road Report

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

Second by City Council Westlund.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

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both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

a. Quarry Sports Complex Lot Line Adjustment

Parks Planner Robbie Quinn Presenting: This is a request for a lot line adjustment at the Quarry Sportsman Complex. The property is 26 acres, split into two lots. Currently, there is one lot line that goes through the proposed building. Phase 1 construction includes the two soccer fields, parking lot, and restroom building. Tonight we are proposing to move the lot line over, so it won't bisect any future buildings. This way we will also keep all of phase one in one lot. Changing the lot lines this way is simpler than going through the subdivision process.

Motion by City Council Ziegler to Approve the Quarry Sports Complex Lot Line Adjustment.

Second by City Council Westlund.

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

Motion Carried

b. Well #4 Rehabilitation Recommendation of Award

Public Works Project Manager Jaxon Fleshman Presenting: This is the recommendation of award for the Well 4 Rehabilitation Project. The project will replace the well house, well pump, add a site generator, pipeline improvements to the distribution system, and coordination of site and security improvements with the Parks Department and the Police Department, specifically camera upgrades and landscaping upgrades. WM Welch Corp was the apparent low bidder. There were some irregularities with the bid, but after review, staff and our engineers did not deem them unresponsive. The total funding request tonight is for \$1,855,663, which includes a 10% contingency. All the construction will take place in 2025. Funding for the project is from the Well House 4 Rehabilitation Fund.

Jacobson: Have we dealt with this contractor previously?

Fleshman: We have not. They are a local company.

Steigleder: The account that we are funding this through has the appropriate amount of money?

Public Works Utility Manager Craig Borrenphol: The FY25 Budget for that is \$2.8 million, so yes.

Motion by City Council Ziegler to Approve the Well #4 Rehabilitation Recommendation of Award.

Second by City Council Westlund.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

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None

6. ADMINISTRATIVE / STAFF REPORTS

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a. Tertiary Treatment at the Water Reclamation Facility

Public Works Utility Manager Craig Borrenpohl Presenting: The goal of this update is to provide background and justification for why we are adding tertiary treatment to the water reclamation facility. The primary stage of our wastewater treatment is removing trash and using flow equalization. The secondary treatment is a biological process using microbes to metabolize organic material for cellular growth and settle microbes for recirculation or disposal. Then, through the secondary clarifiers, we settle the microbes for recirculation or disposal. The new facilities that we are building will then be used. Through the secondary system we are removing 96% of phosphorus per day, but this is still not enough to get us to permit limit of 3.19lbs per day. The tertiary clarifier is a chemical addition to the secondary clarified water. The water then goes through membrane filters. Water lastly goes through ultraviolet disinfection before it is discharged. The new treatment will also allow land application of the water.

Jacobson: When we go to land application, do you have to hit those same permit levels?

Borrenpohl: There are different permit requirements. The land application is more concerned with nitrogen levels than phosphorus levels.

7. MAYOR AND COUNCIL COMMENTS

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Jacobson: We have narrowed down some of the applicants for Council Seat #2. I will probably interview about six or seven of the applicants one on one, then do the full Council interviews of the final three at the first meeting in January. I want to wish everyone a Merry Christmas and to remember those less fortunate during this season.

Steigleder: I wanted to say thank you to whoever maintains the Jacklin Arts Center.

Jacobson: Susan Jacklin still runs that I believe.

8. EXECUTIVE SESSION

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ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting adjourned at 6:28 pm.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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Mayor Ronald G. Jacobson

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Payables 12/19/2024 - 01/08/2025

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 January 08, 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,727,462.38 to be dated January 08, 2025. The Hand Check Accountability is for hand checks issued December 13 – December 27, 2024, and total \$622,274.25.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$2,349,736.63

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 01.08.2025
2. Hand Check Accountability for check run 01.08.2025

Post Falls Check Approval



City of Post Falls

Packet: APPKT14294 - Check Run 01.08.25 12.27.24
Vendor Set: 01 - Vendor Set 01

Check Date: 1/8/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Dept: 411 Mayor & Council							
K01411	Kootenai County Auditor						
APMWB	Check		FY25-1 POST FALL		Kootenai County Public Transportation - Cit	001-411.0000.63870	20812
P220	Post Falls Area Chamber of Commerce						
APMWB	Check		70425		December Chamber Lunch Randy Westlunc	001-411.0000.64010	25
Dept 411 Total:							20837
Dept: 412 Information Systems							
C140	CDW Government Inc.						
APMWB	Electronic Funds Trans		AB3461H		Additional Duo licenses	001-412.0000.66014	166.39
			AB51D3K		Forticare for 231G from Amazon	001-412.0000.66014	104.25
C1799	Cerium Networks						
APMWB	Check		1107074		Month to month license	001-412.0000.66014	4443.6
D070	Dell Marketing LP						
APMWB	Check		10788531134-12.11		PC Wall Mount for Mayor Conference room	001-412.0000.66040	34.74
			10789481177-12.11		Mayor's conference room PC	001-412.0000.80010	982.79
Dept 412 Total:							5731.77
Dept: 413 General Services							
V040	ODP Business Solutions						
APMWB	Check		401109367001		Office Supplies-Legal	001-413.0000.63060	7.76
Dept 413 Total:							7.76
Dept: 414 Finance							
B091	BDS						
APMWB	Check		97832		Utility Billing	001-414.1445.62170	6308.4
						001-414.1445.62190	3938.83
C291	Coeur d' Alene Press						
APMWB	Check		0000030748-12072		Budget Amendment for FY 2025	001-414.0000.62000	295.49
V040	ODP Business Solutions						
APMWB	Check		404261145001		Office Supplies-Finance	001-414.0000.63060	68.2
			402237248001		Office Supplies-Projects	001-414.0000.63060	123.18
Dept 414 Total:							10734.1
Dept: 415 City Clerk							
C291	Coeur d' Alene Press						
APMWB	Check		000030310		printing of Ordinance 1521	001-415.0000.62000	54.2
			0000030410		Printing of ordinance 1520	001-415.0000.62000	109.64
VEN03335	Francotyp-Postalia Inc						
APMWB	Check		RI106288958		Postage machine meter rental	001-415.0000.66080	135
Dept 415 Total:							298.84
Dept: 421 Police							
A0690	AccessData Corp						
APMWB	Check		11269222		PD Shredding Services	001-421.0000.68010	74.18
VEN14937	Aero Precision, LLC						
APMWB	Check		1844103		PD Low Profile Gas Blocks	001-421.0000.63500	192
VEN14033	Amerigas Propane LP						
APMWB	Check		3171121712		Blossom Mtn Tower Fuel	001-421.0000.64030	529.11
A600	Awards Etc.						
APMWB	Electronic Funds Trans		20112		PD 10-Year Plaque - House	001-421.0000.63060	70
VEN14905	Car Wash Plaza						
APMWB	Check		1284		PD Car Washes - Nov24	001-421.0000.67170	100

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co						
APMWB	Check			CP-0204853	PD Fuel	001-421.0000.64030	4562.28
VEN14874	Debra J Salish						
APMWB	Check			24-142	PD Uniforms Tailoring - Boyle	001-421.4000.72000	30
G020	Galls, LLC						
APMWB	Electronic Funds Trans			029817122	PD New Hire Equipment - Ford	001-421.0000.67020	275.9
				029968908	PD Equipment, Flashlights	001-421.0000.67020	719.12
				028885497	PD Equipment, Flashlight	001-421.0000.67020	68.04
				028720985	PD Equipment, Mace	001-421.0000.67020	21.05
				029943387	PD Equipment Mag Holder	001-421.0000.67020	111.32
				029957032	PD Uniforms, Softshell Jacket	001-421.4000.72000	53.48
				029943395	PD Uniforms Jacket, Belt	001-421.4000.72000	87.81
				029862859	PD Uniforms - Flood	001-421.4000.72000	98.17
				029441119	PD Uniform Soft Shell Jackets	001-421.4000.72000	106.96
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			5005608	PD Stock - SL-N-Filters	001-421.0000.67100	139.12
VEN14015	Midway Hyundai						
APMWB	Check			182962	PFPD Charger Mount & Balance, Alignment	001-421.0000.67170	228.95
N001	Napa Auto Parts						
APMWB	Check			322915	PFPD Rotors Return	001-421.0000.67100	-136.26
				322369	PD Stock - Batteries & Core Deposits	001-421.0000.67100	436.24
				322819	PFPD117 Brakes & Rotors	001-421.0000.67100	223.83
				322218	PFPD201 Battery & Core Deposit	001-421.0000.67100	212
				322834	PFPD117 Rotors	001-421.0000.67100	179.3
				321483	PD Core Deposit & Warranty	001-421.0000.67100	-32.1
				323303	PFPD92 Multi-Rib Belt	001-421.0000.67100	34.34
				323897	PFPD108 Oil Pressure Switch	001-421.0000.67100	53.64
				322769	PFPD117 Electrical Connectors	001-421.0000.67100	19.38
				323228	PFPD104 Fuse Tap	001-421.0000.67100	6.53
				321622	PFPD91 Windshield Wipers	001-421.0000.67100	24.98
V040	ODP Business Solutions						
APMWB	Check			400805361001	Office Supplies- Police	001-421.0000.63060	67.52
				400822238001		001-421.0000.63060	27.65
				400805361001		001-421.0000.63060	9.88
						001-421.0000.63920	6.44
						001-421.0000.66042	196.98
O050	Oxarc Inc.						
APMWB	Electronic Funds Trans			0032229983	PD Stock Road Flares	001-421.0000.67020	238
				0032229984		001-421.0000.67020	378
VEN04390	Personnel Evaluation, Inc.						
APMWB	Check			53355	PD Applicant Testing	001-421.0000.62040	50
VEN14915	Police Legal Sciences, Inc						
APMWB	Check			12908	Dispatch Pro 12-Lesson Package	001-421.0000.62040	1440
P4384	Proforce Law Enforcement						
APMWB	Check			564048	Firearms Suppressors	001-421.0000.63500	879.66
VEN14817	Public Safety Psychological Services						
APMWB	Check			5350	PD Applicant Testing	001-421.0000.62040	480
VEN14880	Public Safety Testing, Inc						
APMWB	Check			2024-1321	PST Quarterly Subscription, Oct - Dec	001-421.0000.62040	675
VEN07943	Retail Acquisition & Development, Inc						
APMWB	Check			9003135263	PD Batteries	001-421.0000.63130	75.21
S0760	Seltice Laundry						
APMWB	Check			8/435	PD Car Washes	001-421.0000.67170	7.88
R251	Serights Ace Hardware						
APMWB	Check			362159/1	PD Firearms Cleaning Towel	001-421.0000.63500	4.31
T118	TPI Embroidery						
APMWB	Check			11866	PD Uniform Hat Embroidery	001-421.4000.72000	28.98
				11882	PD Uniform Hats Embroidery	001-421.4000.72000	76
VEN07714	Uniforms2gear, Inc						
APMWB	Electronic Funds Trans			INV/2024/12/0471	PD ECO Uniform Pants	001-421.4000.72000	133.8
				INV/2024/12/0170	PD Detective Badges	001-421.4000.72000	398.79

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14328	ZaccWorks						
APMWB	Check		2024-1205	PD Website Maintainance	001-421.0000.62370	270	
VEN03255	Ziply Fiber						
APMWB	Check		208-773-6515-0613	PD Elevator Line	001-421.0000.65030	50.06	
			208-197-0075-0408	PD Phones	001-421.0000.65030	1152.58	
			208-197-1699-0602	PD Internet	001-421.0000.65030	312	
			208-777-7569-0714	PD Wifi	001-421.0000.65030	77.72	
			208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.5	
Dept 421 Total:						15689.33	
Dept: 424 Legal							
A510	AIC - Association of Id Cities						
APMWB	Check		200012665	Registration Fees-Waren, Chris and Field	001-424.0000.64020	600	
V040	ODP Business Solutions						
APMWB	Check		401109367001	Office Supplies-Legal	001-424.0000.63060	44.75	
			401987182001	Office supplies-Legal	001-424.0000.63060	28.61	
VEN14845	Smith & Malek, PLLC						
APMWB	Check		54375	GVD PartnersLP HWY 41 Borrow Pit	001-424.0000.62040	33087.55	
Dept 424 Total:						33760.91	
Dept: 427 Animal Control							
C220	Coleman Oil Co						
APMWB	Check		CP-0204853	PD Fuel	001-427.0000.64030	264.3	
Dept 427 Total:						264.3	
Dept: 431 Streets							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check		98140	Hose Couplers	001-431.0000.63525	52.53	
			98131	Hydraulic hoses for S222	001-431.0000.63525	231.62	
			98145	Hydraulic couplers & adapters - S222	001-431.0000.63525	173.14	
VEN05261	CDA PAVING						
APMWB	Check		102223	Dumping - Concrete with Rebar	001-431.0000.68130	7.7	
			102163	3/4" Minus Crushed Base	001-431.0000.68130	85.92	
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Trans		14625	Keys - Conex & building doors	001-431.0000.68010	31.92	
VEN04300	CW Wraps & Marketing, Inc						
APMWB	Check		18043	Paint-A-Plow wrap installation	001-431.0000.63525	1323.2	
VEN01373	Intermountain Sign & Safety						
APMWB	Check		19890	36" Yellow HIP w BLK R?R	001-431.0000.63260	81	
			19844	Aluminum Blanks - telspar anchors	001-431.0000.63260	244	
			19842	Aluminum Blank	001-431.0000.63260	120	
			19906	24 x 9 aluminum blanks	001-431.0000.63260	108	
I340	Interstate Concrete & Asphalt						
APMWB	Electronic Funds Trans		1017633	Cold mix asphalt	001-431.0000.68090	1799.81	
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Trans		0180181	Seltice Way Rehab JUB Invoice Nov 2024	001-431.0000.95040	75746.1	
N001	Napa Auto Parts						
APMWB	Check		323983	Fuse	001-431.0000.63260	2.79	
VEN14930	National Safety Inc						
APMWB	Check		0743512-IN	Gloves	001-431.0000.63110	71.97	
			0744407-IN	Safety Vests	001-431.0000.63110	54	
			0743211-IN	Uniform Items	001-431.4000.72000	60.8	
VEN14689	Norstar Industries, Inc						
APMWB	Check		62418	TeeJet Autorange Control Valve	001-431.0000.63525	812.32	
VEN14768	Northwest Sign Refurbishing and Recycling						
APMWB	Check		4733	Hydrostripping of signs	001-431.0000.63260	1453.9	
VEN08121	PacWest Machinery LLC						
APMWB	Check		30424854	2024 Henke L70 SnowPlows & Swivel Plate	001-431.0000.90010	110287	
P410	Post Falls Highway District						
APMWB	Check		2018	November 2024 Mag Usage	001-431.0000.68080	11092.3	
R251	Serights Ace Hardware						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	361898/1	ABS Hooks	001-431.0000.63260	12.58
				362060/1	garbage bags	001-431.0000.63260	14.39
				361774/1	nuts bots springs	001-431.0000.63260	29.5
				362198/1	Xylene Solvent	001-431.0000.63260	25.19
				361994/1	Ground Connector	001-431.0000.63525	34.18
				361764/1	Gas Can - 5 Gal	001-431.0000.63525	26.09
				361995/1	KeyMaster	001-431.0000.67090	7.22
				361755/1	Milwaukie Driver Bit Set	001-431.0000.67090	26.99
				362301/1	Pencil Tire Gauge	001-431.0000.67090	7.19
				362096/1	Anchor Drive	001-431.0000.67090	95.39
				361981/1	Xylene & saw blades	001-431.0000.67090	89.95
				362269/1	5 gallon buckets	001-431.0000.67090	50.3
				362300/1	Blower & String trimmer service kits	001-431.0000.67090	84.55
				361978/1	Magnetic Hooks	001-431.0000.67090	10.78
T1195	Traffic Safety Supply Co, Inc.						
	APMWB	Check		INV076181	Surface mount breakaways	001-431.0000.63260	728.54
VEN14310	US Fleet Tracking LLC						
	APMWB	Check		485293	Monthly Vehicle Tracking Service	001-431.0000.66016	592.68
W090	Welch Comer & Associates, Inc.						
	APMWB	Electronic Funds Trans		41354110-028	Spokane Street Rehab Welch Invoice Nove	001-431.1811.95040	18073.33
Z026	Ziegler Lumber Co #017						
	APMWB	Check		829025	Chisel	001-431.0000.67090	16.99
Dept 431 Total:							223765.86
Dept: 432 Public Works Administration							
V040	ODP Business Solutions						
	APMWB	Check		401987182001	Office supplies-Legal	001-432.0000.63060	78.45
				402237248001	Office Supplies-Projects	001-432.0000.63060	76.83
				401907074001	Credit on Returned stapler	001-432.0000.63060	-9.67
Dept 432 Total:							145.61
Dept: 433 Facility Maintenance							
G098	Grainger						
	APMWB	Check		9337040506	Door stop for HR	001-433.0000.68010	45.96
S0760	Seltice Laundry						
	APMWB	Check		8/430	Laundry service	001-433.0000.63160	28.66
				8/431		001-433.0000.63160	33.5
				8/428		001-433.0000.63160	35.98
				8/429		001-433.0000.63160	39.5
Dept 433 Total:							183.6
Dept: 434 Fleet Maintenance							
VEN14736	Cintas Corporation No. 3						
	APMWB	Check		4213938047	Fleet Laundry & Rug Service	001-434.0000.63160	79.36
				4214680220	Fleet Laundry & rug service	001-434.0000.63160	69.06
				4213205696	Fleet Laundry & Rug Service	001-434.0000.63160	69.06
				4215435452	Fleet laundry & Rug service	001-434.0000.63160	79.36
VEN14897	EZ Liner						
	APMWB	Electronic Funds Trans		076079	Upfit parts for ez liner striper	001-434.0000.90010	1824.83
				076116		001-434.0000.90010	1188.71
F145	Freightliner Northwest- Spokane						
	APMWB	Check		PC001634720 01	Power Steering resevoir - S211	001-434.0000.63011	226.59
K080	Knudtsen Chevrolet and GMAC						
	APMWB	Check		5004836	SL-N-LATCH - B103	001-434.0000.63013	152.41
VEN09696	Modern Machinery Co, Inc						
	APMWB	Check		3057645	500 hour service - S306	001-434.0000.67170	1305.6
N001	Napa Auto Parts						
	APMWB	Check		323080	Coolant Cap - S119	001-434.0000.63011	8.91
				323127	Heater Hose - S119	001-434.0000.63011	32.56
				323091	Coolant Reservoir - S119	001-434.0000.63011	185.4
				323832	Air Filter Stock, glass cleaner, tool cart	001-434.0000.63011	100.47

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			321306	Air Filter, Brake pads - S125	001-434.0000.63011	51.3
				323832	Air Filter Stock, glass cleaner, tool cart	001-434.0000.63012	18.89
				322928	Battery - UF200	001-434.0000.63012	294.28
				323832	Air Filter Stock, glass cleaner, tool cart	001-434.0000.63012	100.46
				323961	Spark Plug - C412	001-434.0000.63012	3.21
				323068	Battery - C200	001-434.0000.63012	152.04
				323104	Core Deposit from inv 323068	001-434.0000.63012	-18
				322929	Core Deposit refunds	001-434.0000.63012	-36
				323950	Anti-Sail Flap Bracket - P200	001-434.0000.63012	42.16
				323951	Clevis Hook with latch - P612	001-434.0000.63012	33.1
				322825	OilFilter - Stock	001-434.0000.63012	7.23
				323832	Air Filter Stock, glass cleaner, tool cart	001-434.0000.63013	86.11
				321988	Cabin Air Filter - Stock	001-434.0000.63013	12.58
				322929	Core Deposit refunds	001-434.0000.63013	-36
				324559	Battery for Testing tool	001-434.0000.67090	122.35
				323148	Siphon Hose	001-434.0000.67090	18.18
				324115	Return of item purchased on inv# 323832	001-434.0000.67090	-111.6
				323832	Air Filter Stock, glass cleaner, tool cart	001-434.0000.67090	111.6
				323833	2 tool combo kit - Milwaukee	001-434.0000.67090	419
				323835	Impact Wrench	001-434.0000.67090	409
VEN08121	PacWest Machinery LLC						
APMWB	Check			30425239	Restriction Valve installation - S350	001-434.0000.67170	254.13
				320654	Sublet work - S351	001-434.0000.67170	818.43
				30425141	Repair of leaking hub - S506	001-434.0000.67170	1438.54
VEN04236	Ramey's Yard Care						
APMWB	Check			12.11.2024	Quarterly Pest Control - Rodent Control	001-434.0000.68010	120
R190	Robideaux Motors Co., Inc.						
APMWB	Check			39869	Program new Key Fobs - UF104	001-434.0000.63012	198
R251	Serights Ace Hardware						
APMWB	Check			362175/1	Mouse repellent	001-434.0000.68010	27.88
S390	Spokane House of Hose Inc.						
APMWB	Check			1094971	Ball Valve/Camlock - S237	001-434.0000.63011	355.36
VEN13988	Tacoma Screw Products, Inc						
APMWB	Check			240128901-00	Nuts Bolts Screws	001-434.0000.63011	67.54
				240114538-00	Hose Clamps	001-434.0000.63011	20.4
				240128901-00	Nuts Bolts Screws	001-434.0000.63012	67.54
				240130204-00	Screws & lock nuts	001-434.0000.63012	101.05
				240128901-00	Nuts Bolts Screws	001-434.0000.63013	57.89
				240128897-00	Ice Cleats	001-434.0000.63110	86.86
Dept 434 Total:							10615.83
Dept: 441 Urban Forestry							
A5189	Aspen Nursery						
APMWB	Check			83189	Replacement Trees for Parks and Waste W	001-441.0000.68190	191.95
R251	Serights Ace Hardware						
APMWB	Check			361718/1	Ice scrapers	001-441.0000.63110	48.57
				361953/1	Small Equipment Oil	001-441.0000.64030	51.51
Dept 441 Total:							292.03
Dept: 442 Cemetery							
R251	Serights Ace Hardware						
APMWB	Check			362266/1	Knife/CBatt	001-442.0000.67030	19.85
				361827/1	concrete	001-442.0000.68170	44.03
Z026	Ziegler Lumber Co #017						
APMWB	Check			4132740	2x6x12 and screws	001-442.0000.68160	74.59
Dept 442 Total:							138.47
Dept: 443 Parks							
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Trans			240144-2	Quarry Sports Complex	001-443.0000.62040	137.5
A5189	Aspen Nursery						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	83189	Replacement Trees for Parks and Waste W	001-443.0000.68190	3896.2
C410	Country Lock & Key, Inc.						
		APMWB	Electronic Funds Trans	14569	Install deadbolt & re-key Beck Restrooms	001-443.0000.62180	456.8
				14630	Padlock for Black Bay	001-443.0000.67030	16.95
L109	Lowe's Credit Services						
		APMWB	Check	406545694	Washer for Cleaning	001-443.0000.63150	528.23
				87377	Hardware for Woodbridge Shelter	001-443.0000.67030	47.48
				408242389	Credit on item	001-443.0000.67090	-55.99
				70121	Tools for P200	001-443.0000.67090	56.98
N001	Napa Auto Parts						
		APMWB	Check	322774	Fuses for Small Equipment	001-443.0000.66190	28.75
				323223	Impact Socket Tool	001-443.0000.67090	15.14
N249	Northwest Playground Equipment						
		APMWB	Check	54783	Falls Butterfly Climb footings	001-443.0000.68013	798.48
S0760	Seltice Laundry						
		APMWB	Check	8/434	Car Washes	001-443.0000.63150	30.38
R251	Serights Ace Hardware						
		APMWB	Check	361999/1	Cleaning Supplies	001-443.0000.63150	70.16
				361960/1	Swiffer Pads for Tent Cleaning	001-443.0000.63150	22.04
				361958/1	Swifer refills for tent cleaning	001-443.0000.63150	46.74
				362193/1	2 Cycle Oil for Small Equipment	001-443.0000.66190	50.39
				357240/1	Buckets for Market & Music	001-443.0000.67030	30.18
				361900/1	Hardware for Construction	001-443.0000.67030	21.21
				362002/1	Paint bushes for maintenance	001-443.0000.68160	21.22
				362180/1	Rollers for painting	001-443.0000.68160	24.27
				362220/1	Flex Seal for Bouys	001-443.1658.62330	98.99
A565	SiteOne Landscape Supply, LLC						
		APMWB	Check	148901704-001	Trenching Shovel	001-443.0000.67090	74.97
Z026	Ziegler Lumber Co #017						
		APMWB	Check	829948	Hardware for stock	001-443.0000.67030	42.99
Dept 443 Total:							6460.06
Dept: 445 Recreation							
V040	ODP Business Solutions						
		APMWB	Check	403750459001	Office Supplies-Recreation	001-445.0000.63060	244.87
				403751046001		001-445.0000.63060	16.64
R097	Rebecca Powell						
		APMWB	Check	INV0149292	Winter/Spring Activity guide Layout	001-445.0000.63210	1695
Dept 445 Total:							1956.51
Dept: 452 Building Inspector							
B091	BDS						
		APMWB	Check	97832	Utility Billing	001-452.0000.62040	50
Dept 452 Total:							50
Dept: 454 Community Development Admin							
VEN01534	Contract Design Associates						
		APMWB	Check	INV0149234	Community Development - 8 chairs	001-454.0000.66190	3165.6
Dept 454 Total:							3165.6
Dept: 481 Capital Improvements/Contracts							
A281	Allied Fire & Security						
		APMWB	Check	1588926	CH monitering service 1/1/25- 3/31/25	001-481.0000.68390	198.97
A017	A-Tec, Inc.						
		APMWB	Check	6404	PD Community Room Camera	001-481.0000.68395	745.96
VEN14834	Carrier Corporation						
		APMWB	Electronic Funds Trans	INV0149284	Blower repair on ERV1	001-481.0000.68390	9596.18
VEN14850	Legacy Heating and Cooling						
		APMWB	Check	23359855	PD Evidence Rm HVAC Maintenance	001-481.0000.68395	1208.7
Dept 482 Total:							11749.81

Fund 001 Total: 345847.39

Packet: APPKT14294 - Check Run 01.08.25 12.27.24

Check Date: 1/8/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 003 - PERSONNEL BENEFIT POOL							
Dept: 482 Personnel Pool							
VEN15034	Coeur Du Christ Academy Inc						
APMWB	Check		12182024	Mayor's Walking Challenge 2024 Donation	003-482.4000.73000		500
VEN04994	Gallagher Benefit Services Inc.						
APMWB	Electronic Funds Trans		328593	December 2024 Benefit Consulting	003-482.0000.62040		2500
A6000	Rehn & Associates, Inc.						
APMWB	Check		INV-00205298	2025 COBRA Renewal	003-482.0000.62160		150
Dept 482 Total:							3150
Fund 003 Total:							3150

Fund: 011 - FACILITY BUILDING RESERVE							
Dept: 491 Facility Building Reserve							
VEN12372	Bernardo/Wills Architects, PC						
APMWB	Check		24993	City Hall Remodel BW Invoice November 20	011-491.1801.93163		3715
VEN08973	Dardan Enterprises, Inc						
APMWB	Check		City Hall Remodel F	City Hall Remodel Dardan Pay App #5 Nov	011-491.1801.93163		156999.21
Dept 491 Total:							160714.21
Fund 011 Total:							160714.21

Fund: 023 - SPECIAL EVENTS							
Dept: 446 Special Events							
R251	Serights Ace Hardware						
APMWB	Check		361830	Fire Starter - Winterfest	023-446.1603.63000		12.58
Dept 446 Total:							12.58
Fund 023 Total:							12.58

Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
VEN03139	JACKLIN LAND CO						
APMWB	Check		2211	Prairie Trail Extension Reimbursement	037-431.0000.95144		136999.8
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Trans		0180004	Final Invoice for Spokane Prairie Project	037-431.0000.95134		2193.8
Dept 431 Total:							139193.6
Fund 037 Total:							139193.6

Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check		98029	trash pump hose	650-463.0000.68025		2725.28
A228	A-L Compressed Gases, Inc.						
APMWB	Check		0003040900	High Pressure Rental	650-463.0000.68025		8.79
			0003043783	High Pressure	650-463.0000.68025		8.79
			0002206625	Service Charge on Past Due Invoice	650-463.0000.68025		2
A424	Anatek Labs, Inc.						
APMWB	Check		2431541	Local Limits Domestic Background 11/19/20	650-463.0000.68360		1160
			2430178	Local Limits Domestic Background	650-463.0000.68360		580
			2431542	Local Limits Domestic Background 11/20-11	650-463.0000.68360		580
			2431524	Local Limits Domestic Background 11/18-11	650-463.0000.68360		1160
VEN15002	Apollo, Inc						
APMWB	Electronic Funds Trans		30-19-004-1	Biofilter Contractors AFP 1	650-463.3125.95520		233667.18
			30-19-004-02	November 2024 Biofilter Construction	650-463.3125.95520		19308.75
VEN03129	Barr Tech LLC						
APMWB	Check		10118	Bio Solids Disposal Nov 2024 23 Loads	650-463.0000.62150		56307.8
VEN14648	Beveridge and Diamond PC						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C1161	APMWB	Check		241100575	2024 October IPDES Legal Support	650-463.0000.62010	791
			CDA Garbage				
VEN14736	APMWB	Electronic Funds Trans		11-26381	Dog Pound Clean Out	650-463.0000.68025	2.6
			Cintas Corporation No. 3				
	APMWB	Check		4213205766	WWTP Uniforms	650-463.4000.72000	169.45
				4213938398	WWTP Uniforms	650-463.4000.72000	171.19
				4214680575	WWTP Uniforms	650-463.4000.72000	171.19
C3818			Cooper Fabrication, Inc.				
	APMWB	Check		29277	Snowdogg Wiring - D104	650-463.0000.67170	265.66
				29298	SnowDogg Wiring - D104	650-463.0000.67170	42.56
G098			Grainger				
	APMWB	Check		9349452541	Traction Device	650-463.0000.63110	547.26
				9339923592	Auto Limit Switch	650-463.0000.68010	30.86
				9332233783	FIRE HOSE ADAPTER	650-463.0000.68025	56.1
				9334958569		650-463.0000.68025	87
				9337803564	WWTP Safety Supplies	650-463.0000.68025	145.92
				9335919453	WWTP Shop Supplies	650-463.0000.68025	182.05
H1957			Horizon				
	APMWB	Electronic Funds Trans		2S224701	Treatment/Bio Filter Parts	650-463.0000.68025	58.32
				2S224663	Treatment/ Bio Filter Parts	650-463.0000.68025	569
				2S17491cr	WWTP Shop Supplies	650-463.0000.68380	-538.14
I2731			Inland Environmental Resources				
	APMWB	Electronic Funds Trans		2024-6749	Mag Delivery	650-463.0000.63008	8174.4
J105			J-U-B Engineers, Inc.				
	APMWB	Electronic Funds Trans		0179858	November 2024 WRF Impact Fee	650-463.0000.62040	1916.75
				0179864	November 2024 Biofilter Engineering	650-463.3125.95520	6428.45
				0179866	Solids Handling Resiliency Study JUB Invoic	650-463.3125.95520	1134.5
M106			Midway Appliance Parts				
	APMWB	Check		1-14548	Limit Switch for Heater	650-463.0000.68010	25
N040			NCL of Wisconsin, Inc.				
	APMWB	Check		515188	QC Standard	650-463.0000.63400	121.42
				511977	Lab Supplies	650-463.0000.63400	303.93
				512097	Buffer Solution, Lab Notebook	650-463.0000.63400	492.47
VEN04172			Northwest Scientific, Inc.				
	APMWB	Electronic Funds Trans		5186133	Glass Microfiber Filters	650-463.0000.63400	467.55
				5186399	Phosphorus, Total, Test 'N Tube	650-463.0000.63400	242
				5186401	Electrode Storage Solution	650-463.0000.63400	111.48
VEN08121			PacWest Machinery LLC				
	APMWB	Check		WO320469	Install Block Heater on T344	650-463.0000.67170	2639.19
P125			Paramount Supply Company				
	APMWB	Check		042678	WWTP Supplies	650-463.0000.68025	146.7
				043355	3" PVC	650-463.0000.68025	75.46
R251			Serights Ace Hardware				
	APMWB	Check		361961/1	Duct Tape	650-463.0000.68025	19.05
				268254/2	Hose & Nozzles	650-463.0000.68025	145.71
				362099/1	WWTP Shop Supplies	650-463.0000.68025	113.72
				362207/1		650-463.0000.68025	26.22
				361849/1	WATERBUG PUMP 1/6HP	650-463.0000.68025	233.98
				361897/1	WW Supplies	650-463.0000.68025	30.73
				361918/1	WWTP Shop Supplies	650-463.0000.68025	36.35
				361856/1	Ball Valve,Bushing & Coupler	650-463.0000.68025	45.12
				361893/1	WW Shop Supplies	650-463.0000.68025	46.09
				361739/1	Glue & Plastic Bucket	650-463.0000.68025	47.79
				361598/1	14" Strap & 9" Fan	650-463.0000.68025	26.07
VEN06538			SGS AXYS Analytical Services Ltd				
	APMWB	Electronic Funds Trans		11721122	PCB sampling	650-463.0000.68360	3229.36
VEN03698			Smith & Loveless Inc				
	APMWB	Check		181287	Dome Vacuum Priming	650-463.0000.68025	109.95
U1006			Univar Solutions USA, LLC				
	APMWB	Check		52646606	Caustic Soda Deliveries	650-463.0000.63008	4745.5
				52612174	Polymer	650-463.0000.63480	8135.2

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	52627968	Aluminum Sulfate	650-463.0000.63490	6984.72
				52600458		650-463.0000.63490	6530.48
				99242815	Hypo Delivery	650-463.0000.68820	7914.54
				52585425		650-463.0000.68820	3445.05
				97828778	HYPO credit for invoice 52585425	650-463.0000.68820	-3445.05
U145	USABlue Book						
		APMWB	Check	INV00544154	Lab Supplies	650-463.0000.63400	426.91
				INV00557827	Coretaker, Temp Tester & pH Sensor	650-463.0000.63400	988.22
				INV00568632	Lab Supplies	650-463.0000.63400	241.33
VEN14784	Z&M Enterprise, Llc						
		APMWB	Check	1198	6ft Lamp Recycling Box	650-463.0000.68025	600
Dept 463 Total:							381216.95
Dept: 466 Wastewater - Collections							
VEN14736	Cintas Corporation No. 3						
		APMWB	Check	4213205766	WWTP Uniforms	650-466.4000.72000	169.45
				4213938398	WWTP Uniforms	650-466.4000.72000	171.2
				4214680575	WWTP Uniforms	650-466.4000.72000	171.2
C3090	Columbia Electric Supply						
		APMWB	Check	1120-1018959	Pressure Transducer for Lift Station	650-466.0000.63006	1209.23
D099	DLT Solutions, LLC						
		APMWB	Check	INV0149300	Water Sewer Modeling Software	650-466.0000.66012	6679.64
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Trans	0179149	2024 Highland Montrose LS Generator Proj	650-466.3104.68400	970
B100	Owen Equipment Company						
		APMWB	Check	00130789	Strap	650-466.0000.63330	123.34
R251	Serights Ace Hardware						
		APMWB	Check	361624/1	DEMO SLEDGE	650-466.0000.67090	44.99
VEN13163	Wapiti Consulting, LLC						
		APMWB	Electronic Funds Trans	465	State Line LS; Replace Hydro Ranger with \	650-466.0000.62040	480
Dept 466 Total:							10019.05
Dept: 468 Wastewater - Surface Water							
VEN01361	Safety-Kleen						
		APMWB	Check	95902368	5th Ave Vac Service	650-468.0000.68380	4972.99
Dept 468 Total:							4972.99
Fund 650 Total:							396208.99
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP							
Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Trans	0179854	Tertiary Upgrade JUB Invoice November 20	651-463.3213.90015	88971.59
P050	Panhandle Area Council						
		APMWB	Check	55-PFLM	Tertiary Upgrade PAC Invoice November 20	651-463.3213.90015	2260
VEN14291	Sletten Construction Company						
		APMWB	Electronic Funds Trans	Pay App #47	Tertiary Upgrade Sletten Pay App #47 Sep	651-463.3213.90015	101908.2
Dept 463 Total:							193139.79
Fund 651 Total:							193139.79
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR							
Dept: 463 Wastewater Operating							
VEN15024	H2E, Inc						
		APMWB	Check	83065	12th Ave Controls Modifications H2E Invoice	652-463.3228.95520	7607.52
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Trans	0180056	12th Ave FM Phase 2 JUB Invoice Novemb	652-463.3228.95520	3360
				0180181	Seltice Way Rehab JUB Invoice Nov 2024	652-463.3229.95520	25040
VEN11676	Keller Associates, Inc						
		APMWB	Check	0243779	12th Ave FM Phase 2 Keller Invoice Novem	652-463.3228.95520	214.75
W090	Welch Comer & Associates, Inc.						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Trans			41354160-10	Guy Rd LS Abandon and Gravity Welch Invt	652-463.3232.95520	50075
				41354120-031	Corbin LS Welch Comer Invoice November	652-463.3234.95520	9283.65
Dept 463 Total:							95580.92
Fund 652 Total:							95580.92

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL						
APMWB	Check		41262	Wood waste	700-461.0000.65050		62
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check		2682838	Dumpster	700-461.0000.65050		27.1
K100	Kootenai County Solid Waste						
APMWB	Check		09-30289/11-28672	General Refuse	700-461.0000.65050		37.7
			09-30289/11-25786	Big Can Refuse	700-461.0000.65050		18.2
			09-30289/11-29012	Yard Waste	700-461.0000.65050		72.15
			09-30289/11-28605	General Refuse	700-461.0000.65050		115.6
			09-30289/11-28558		700-461.0000.65050		130.8
C115	Northwest Waste and Recycling						
APMWB	Electronic Funds Trans		12.16.24	Santation Monthly Contract	700-461.0000.62042		379818.7
Dept 461 Total:							380282.25
Fund 700 Total:							380282.25

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
APMWB	Check		143198	Water Testing	750-462.0000.68360		270
			143036	Copper/Lead 3947 E 2nd Apt 312	750-462.0000.68360		60
			142946	Coliform Presence/Absence	750-462.0000.68360		150
			143112		750-462.0000.68360		150
			143225	Total Organic Carbon	750-462.0000.68360		270
			143011	Coliform Presence/Absence	750-462.0000.68360		420
			143156		750-462.0000.68360		150
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Trans		S012074480.003	Meter Box Covers	750-462.0000.63280		1269
			S012180459.001	Meter Adapter & Meter Gasket	750-462.0000.63280		1091.95
			S012191667.003	Freight	750-462.0000.63280		14.71
			S012147349.002	Sampling Rod	750-462.0000.68360		-776
H215	Core & Main LP						
APMWB	Check		W034008	3/4" Meter Gaskets	750-462.0000.63280		26
			W113574	Meter Washers	750-462.0000.63280		30
			W034216	Concrete Base Block	750-462.0000.63280		37.96
			W030875	Meter Adapters	750-462.0000.63280		446.28
			V814827	4' 6" Fire Hydrant	750-462.0000.63280		3369.94
D099	DLT Solutions, LLC						
APMWB	Check		INV0149300	Water Sewer Modeling Software	750-462.0000.66012		5107.96
P310	Platt Electric Supply						
APMWB	Check		5U17973	Electrical tester, ACV detector	750-462.0000.67090		215.93
R251	Serights Ace Hardware						
APMWB	Check		361988/1	Office Supplies	750-462.0000.63060		104.2
			362029/1	Faucet	750-462.0000.63280		-58.49
			361722/1	Screws	750-462.0000.63280		11.69
			362004/1	Packout Crate	750-462.0000.63280		44.97
			361943/1	Bolt Cutters, Markers	750-462.0000.63280		14.83
			362030/1	Faucet	750-462.0000.63280		58.49
			361771/1	Water Shop Supplies	750-462.0000.63280		73.4
			361943/1	Bolt Cutters, Markers	750-462.0000.67090		30.59
			361923/1	Salt for Wells	750-462.0000.68025		486.99
VEN10057	USC Foundation						
APMWB	Check		21329	CCC Renewal Membership	750-462.0000.64020		262.25

Dept 462 Total:	13332.65
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Fund 750 Total:	13332.65
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Report Total:	1727462.38
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Post Falls Check Approval

Fund Summary

Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.63870	20812
	001-411.0000.64010	25
	001-412.0000.66014	4714.24
	001-412.0000.66040	34.74
	001-412.0000.80010	982.79
	001-413.0000.63060	7.76
	001-414.0000.62000	295.49
	001-414.0000.63060	191.38
	001-414.1445.62170	6308.4
	001-414.1445.62190	3938.83
	001-415.0000.62000	163.84
	001-415.0000.66080	135
	001-421.0000.62040	2645
	001-421.0000.62370	270
	001-421.0000.63060	175.05
	001-421.0000.63130	75.21
	001-421.0000.63500	1075.97
	001-421.0000.63920	6.44
	001-421.0000.64030	5091.39
	001-421.0000.65030	1755.86
	001-421.0000.66042	196.98
	001-421.0000.67020	1811.43
	001-421.0000.67100	1161
	001-421.0000.67170	336.83
	001-421.0000.68010	74.18
	001-421.4000.72000	1013.99
	001-424.0000.62040	33087.55
	001-424.0000.63060	73.36
	001-424.0000.64020	600
	001-427.0000.64030	264.3
	001-431.0000.63110	125.97
	001-431.0000.63260	2819.89
	001-431.0000.63525	2653.08
	001-431.0000.66016	592.68
	001-431.0000.67090	389.36
	001-431.0000.68010	31.92
	001-431.0000.68080	11092.3
	001-431.0000.68090	1799.81
	001-431.0000.68130	93.62
	001-431.0000.90010	110287
	001-431.0000.95040	75746.1
	001-431.1811.95040	18073.33
	001-431.4000.72000	60.8
	001-432.0000.63060	145.61
	001-433.0000.63160	137.64
	001-433.0000.68010	45.96
	001-434.0000.63011	1048.53
	001-434.0000.63012	963.96
	001-434.0000.63013	272.99
	001-434.0000.63110	86.86
	001-434.0000.63160	296.84
	001-434.0000.67090	968.53
	001-434.0000.67170	3816.7
	001-434.0000.68010	147.88
	001-434.0000.90010	3013.54
	001-441.0000.63110	48.57

001-441.0000.64030	51.51	
001-441.0000.68190	191.95	
001-442.0000.67030	19.85	
001-442.0000.68160	74.59	
001-442.0000.68170	44.03	
001-443.0000.62040	137.5	
001-443.0000.62180	456.8	
001-443.0000.63150	697.55	
001-443.0000.66190	79.14	
001-443.0000.67030	158.81	
001-443.0000.67090	91.1	
001-443.0000.68013	798.48	
001-443.0000.68160	45.49	
001-443.0000.68190	3896.2	
001-443.1658.62330	98.99	
001-445.0000.63060	261.51	
001-445.0000.63210	1695	
001-452.0000.62040	50	
001-454.0000.66190	3165.6	
001-481.0000.68390	9795.15	
001-481.0000.68395	1954.66	
Fund 001 Total:	345847.39	
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040	2500	
003-482.0000.62160	150	
003-482.4000.73000	500	
Fund 003 Total:	3150	
011 - FACILITY BUILDING RESERVE		
011-491.1801.93163	160714.21	
Fund 011 Total:	160714.21	
023 - SPECIAL EVENTS		
023-446.1603.63000	12.58	
Fund 023 Total:	12.58	
037 - STREETS IMPACT FEES		
037-431.0000.95134	2193.8	
037-431.0000.95144	136999.8	
Fund 037 Total:	139193.6	
650 - RECLAIMED WATER OPERATING		
650-463.0000.62010	791	
650-463.0000.62040	1916.75	
650-463.0000.62150	56307.8	
650-463.0000.63008	12919.9	
650-463.0000.63110	547.26	
650-463.0000.63400	3395.31	
650-463.0000.63480	8135.2	
650-463.0000.63490	13515.2	
650-463.0000.67170	2947.41	
650-463.0000.68010	55.86	
650-463.0000.68025	5548.79	
650-463.0000.68360	6709.36	
650-463.0000.68380	-538.14	
650-463.0000.68820	7914.54	
650-463.3125.95520	260538.88	
650-463.4000.72000	511.83	
650-466.0000.62040	480	
650-466.0000.63006	1209.23	
650-466.0000.63330	123.34	
650-466.0000.66012	6679.64	
650-466.0000.67090	44.99	
650-466.3104.68400	970	
650-466.4000.72000	511.85	
650-468.0000.68380	4972.99	
Fund 650 Total:	396208.99	
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015	193139.79	
Fund 651 Total:	193139.79	

652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3228.95520	11182.27
	652-463.3229.95520	25040
	652-463.3232.95520	50075
	652-463.3234.95520	9283.65
	Fund 652 Total:	95580.92
700 - SANITATION		
	700-461.0000.62042	379818.7
	700-461.0000.65050	463.55
	Fund 700 Total:	380282.25
750 - WATER OPERATING		
	750-462.0000.63060	104.2
	750-462.0000.63280	6430.73
	750-462.0000.64020	262.25
	750-462.0000.66012	5107.96
	750-462.0000.67090	246.52
	750-462.0000.68025	486.99
	750-462.0000.68360	694
	Fund 750 Total:	13332.65
	Report Total:	1727462.38

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN

12/13/2024	\$1,501.99	98995 Kootenai County Tax Collector	Pay Before Due Date
12/13/2024	\$11,445.90	98996 Kootenai County Tax Collector	Pay Before Due Date
12/13/2024	\$49,981.80	98997 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/13/2024	\$49,981.80	98998 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/13/2024	\$49,415.40	98999 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/13/2024	\$51.89	99005 AT&T - Long Distance	Pay Before Due Date
12/13/2024	\$628.35	99006 AT&T Mobility	Pay Before Due Date
12/13/2024	\$106,736.14	99007 Avista	Pay Before Due Date
12/13/2024	\$37,344.65	99008 Kootenai Electric	Pay Before Due Date
12/13/2024	\$1,376.01	99010 Ricoh USA Inc.	Pay Before Due Date
12/13/2024	\$876.25	99011 Ross Point Water	Pay Before Due Date
12/13/2024	\$30.00	99012 Verizon Wireless	Pay Before Due Date
12/16/2024	\$348.14	99013 Kootenai County Tax Collector	Pay Before Due Date
12/20/2024	\$595.21	99015 Kootenai Electric	Pay Before Due Date
12/20/2024	\$676.08	99016 SpectraSite Communications LLC	Pay Before Due Date
12/20/2024	\$10,615.07	99017 Avista	Pay Before Due Date
12/20/2024	\$1,838.80	99018 Kootenai County Solid Waste	pay Before Due Date
12/20/2024	\$280.35	99019 Ricoh USA Inc.	Pay Before Due Date
12/27/2024	\$49,981.80	99020 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$49,415.40	99021 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$49,415.40	99022 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$49,415.40	99023 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$49,415.40	99024 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$49,415.40	99025 Robideaux Motors Co., Inc	Truck ready for Pick Up
12/27/2024	\$84.23	99026 AT&T - Long Distance	Pay Before Due Date
12/27/2024	\$32.50	99027 Kootenai Electric	Pay Before Due Date
12/27/2024	\$501.32	99028 Ricoh USA Inc.	Pay Before Due Date
12/27/2024	\$49.99	99029 TDS	Pay Before Due Date
12/27/2024	\$574.99	99030 Verizon Wireless	Pay Before Due Date
12/27/2024	\$63.91	99031 Zply Fiber	Pay Before Due Date
12/27/2024	\$91.67	99032 Zply Fiber	Pay Before Due Date
12/27/2024	\$93.01	99033 Zply Fiber	Pay Before Due Date
Total:	\$622,274.25		

I 01.08.25

650-463.0000.65110

Various

001-421.0000.90020

001-434.0000.90010

001-434.0000.90010

Various

650-463.0000.65030

Various

Various

Various

Various

001-443.0000.65030

001-443.0000.65110

001-421.0000.65021

001-421.0000.62040

Various

Various

001-445.0000.66050

001-434.0000.90010

001-434.0000.90010

001-434.0000.90010

001-434.0000.90010

001-434.0000.90010

001-434.0000.90010

001-431.0000.65030

001-443.0000.65021

Various

001-443.0000.65030

Various

001-481.0000.68390

650-463.0000.65030

001-445.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Mongeau Meadows Annexation Agreement File No. ANNEX-24-3

ITEM AND RECOMMENDED ACTION:

This item requests final city council approval of the annexation agreement for the Mongeau Meadows development (File No. ANNEX-24-3). Approval of this item will authorize the mayor to sign the agreement prior to recording the document. No presentation is planned for this item.

DISCUSSION:

On October 15, 2024 the City Council held a public hearing on the Mongeau Meadows annexation request including the annexation agreement. The annexation requested R-1 zoning for approximately 5.8 acres located east of Idaho Road, west of Syringa, and south of 16th Avenue. Council approved annexation and the requested zoning. The purpose of an annexation agreement is to ensure that any development of the property conforms to city standards and to offset the impacts of the annexation on the community. This agreement requires dedication of water rights as well as easements and rights of way along 16th street to allow widening of the street by the developer. Additionally the agreement requires the payment of annexation fees to offset costs created by annexing new areas into the city.

Approving this item will authorize the mayor to sign the agreement, which will then be recorded to ensure that if the property is sold, that any future development of the property must comply with the terms of the agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On October 15th, 2024, City Council heard the proposal during a public hearing and approved the annexation and zoning request. The Reasoned Decision regarding this request was approved on December 17th, 2024.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Applicant Signed Mongeau Meadows 2024 Annexation and Development Agreement (ANNEX-24-3)_3

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Mongeau Meadows 2024 Annexation

(File No. ANNX-24-3)

THIS AGREEMENT is made this _____, 2025 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

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.

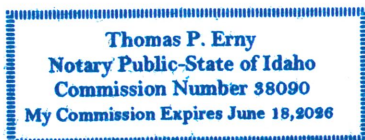
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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;

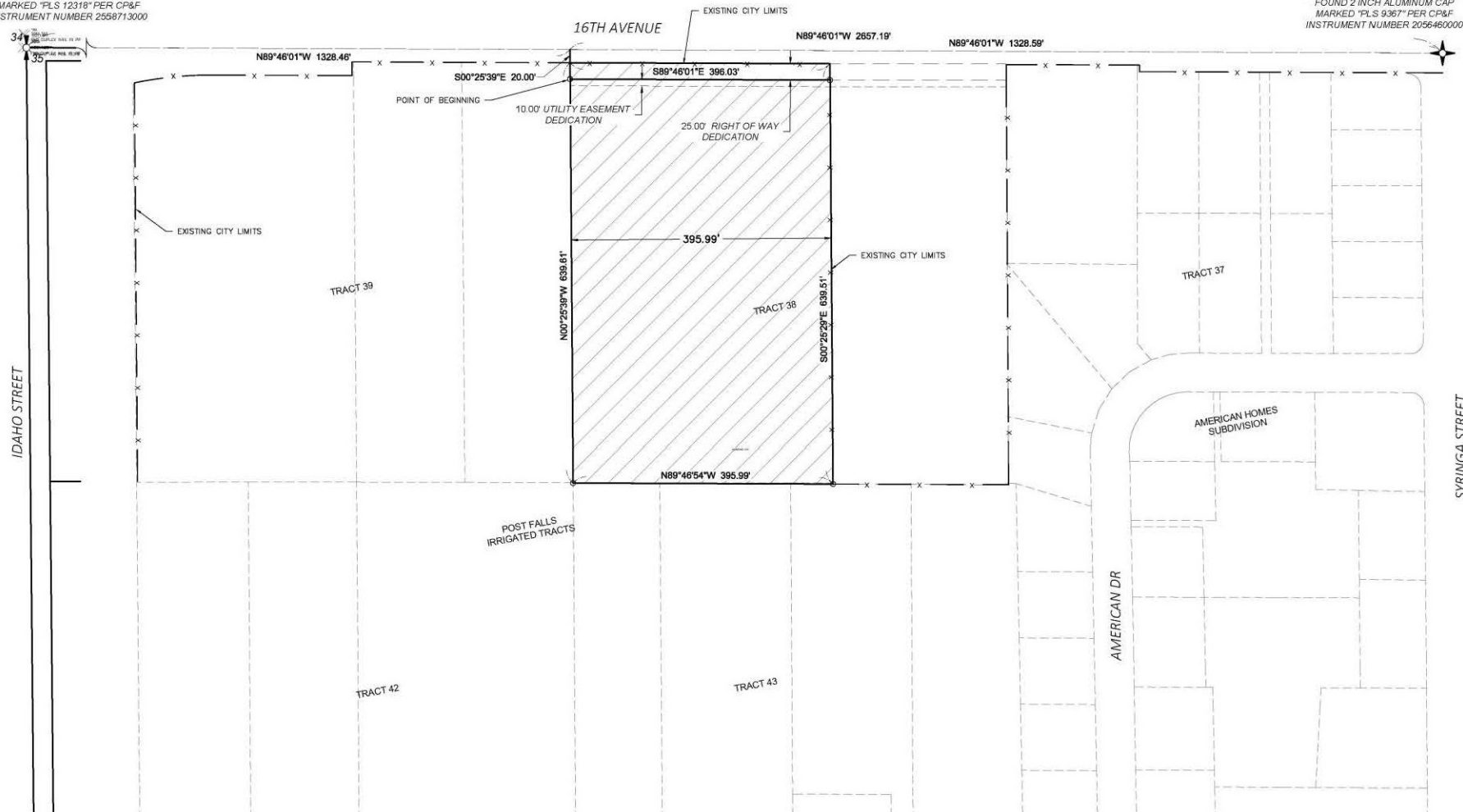
Thence North 00°25'39" West a distance of 639.61 feet to the **Point of Beginning of this legal description**.

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

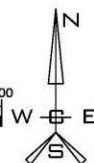
Page 36 of 173

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

1 inch = 100 ft.



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Shawver Autobody Zone Change Reasoned Decision (ZC-24-1)

ITEM AND RECOMMENDED ACTION:

This item is the final reasoned decision for the Shawver Autobody Zone Change, which was approved by the city council following a public hearing on October 15, 2024. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:

On October 15, 2024, the city council held a public hearing to consider a request to rezone approximately 1.44 acres, located at 2915 E. Seltice Way, from Heavy Industrial (HI) to Community Commercial Services (CCS). Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the zone change. Staff has prepared the attached reasoned decision for the city council's review. The city council may approve the reasoned decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the reasoned decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the Shawver Autobody Zone Change hearing on October 15th, 2024.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested zone change and directed staff to prepare a final written reasoned decision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Shawver Autobody Reasoned Decision File No. ZC-24-1

**Shawver Autobody
File No. ZC-24-1
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Tracy Christopherson

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-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Planning and Zoning Commission Staff Report
9. S-5 Planning and Zoning Minutes 8-13-2024
10. S-6 Signed Zoning Recommendation
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 YPL Comments
14. PA-4 PFPD Comments
15. PA-5 PFHD Comments
16. PA-6 DEQ Comments
17. PA-7 YPL Comments
18. PA-8 PFPD Comments
19. PA-9 PFHD Comments
20. PC-1 Schreiber Comments
21. City Council Memo
22. Testimony at the October 15, 2024 City Council public hearing including:

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

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the requested action is for the Council 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

located north of Seltice Way, south of I-90, along the corridor between Potlach Road and Spencer Street. Currently the subject site contains a commercial autobody business. Mr. Porter explained the Heavy Industrial (HI) zoning district is a legacy zoning and that rezoning the subject property to Community Commercial Services (CCS) zoning would bring it more into conformance with the Future Land Use Map and the established use.

Jon Manley, Planning Manager

Mr. Manley elaborated on the technical need for rezoning, emphasizing that the business's request to expand was hindered by its non-conforming status under the legacy HI zoning. He confirmed that the proposed CCS zoning aligns with the city's Comprehensive Plan and the future land use map. Manley also clarified that while a Special Use Permit is required to continue certain business operations under CCS zoning, this process is standard for addressing non-conforming uses and ensures future compatibility with city regulations.

Tracy Christopherson, Applicant

Ms. Christopherson testified as the applicant and business owner, stating that the rezoning was not voluntary but necessary for their business to proceed with the planned expansion. Christopherson described Shawver Autobody as a business that has been operating for over ten years, employing 14 people, and providing specialized automotive and RV repair services. She emphasized that the addition of a parts room would improve operational efficiency without altering current business practices. The applicant confirmed compliance with Department of Environmental Quality (DEQ) standards and noted no adverse impacts on neighboring properties or public services.

The hearing was opened for public comment.

No public comment was received.

Deliberations: After the public hearing was complete the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 18.20.100.

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?

Based on testimony provided and the staff report, the Council unanimously agreed that the proposed Community Commercial Services (CCS) zoning aligns with the Future Land Use Map, which designates the property as commercial. Council members emphasized that the CCS zoning supports the objectives of the Seltice East Focus Area, which aims to transition legacy industrial zoning into compatible commercial uses. This rezoning ensures conformity with the city's vision for the area and helps development consistent with the comprehensive planning framework.

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

The Council determined that the proposed CCS zoning supports multiple goals and policies of the Comprehensive Plan. Specifically, it aligns with policies promoting economic sustainability by enabling the retention and growth of existing businesses. Council members noted that the rezoning helps fulfill the city's goal of sustaining a resilient economy while providing a path forward for non-conforming uses to transition into compliance. They also highlighted that the CCS zoning fosters compatibility with surrounding land uses and aligns with the Comprehensive Plan's emphasis on infill

development and efficient land use in designated commercial areas.

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

The Council concluded that the proposed rezoning does not create any adverse impacts on the delivery of public services. Staff reported that the site is already serviced by city utilities, and no objections were raised by public service agencies, including the Post Falls School District, Kootenai County Fire and Rescue, or the Department of Environmental Quality. Council members noted that the existing infrastructure is sufficient to support the business's continued operations and future growth, ensuring no disruption or additional burden on public services.

D. REASONED DECISION OF THE CITY COUNCIL.

Based on the evidence presented during the public hearing, staff reports, and deliberations, the Council finds that the proposed zone change from Heavy Industrial (HI) to Community Commercial Services (CCS) meets all applicable review criteria outlined in the Post Falls Municipal Code. The Council unanimously approves the Shawver Autobody Zone Change.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: North Place East 2nd Addition Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subdivision of North Place East 2nd Addition.

DISCUSSION:

This agreement reflects the construction phase of the North Place East 2nd Addition Subdivision. The agreement sets forth the responsibilities of the Developer and the City of Post Falls. This is a 38-lot subdivision located near N. Claremont and E. Allenby. The application was submitted by Greenstone-Kootenai II. The construction drawings were approved as meeting the requirements and applicable standards of the City of Post Falls and the Master Development Agreement for the subdivision.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 5, 2024 - Appeal

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft CIA - NP East 2nd

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **North Place East 2nd Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

Kevin Schneidmiller
Greenstone-Kootenai II
N. 1421 Meadowwood Ln #200
Liberty Lake, WA 99019

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

North Place East 2nd Addition

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

ATTACHMENT "A"

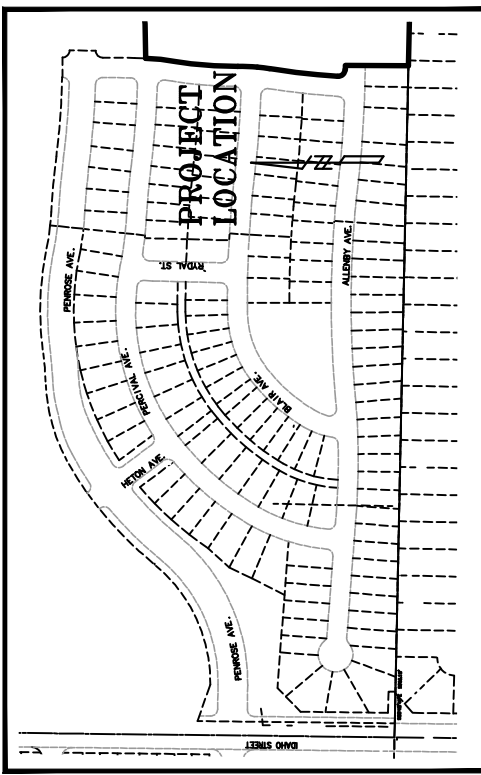
Legal Description
For
Northplace East 2nd Addition

A re-plat of a portion of Lots 21, 27, 28 and 29 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, and a portion of a vacated 20' wide Right of Way, Ordinance No. 1408, (Instrument No. 28064453000) located in the South Half of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho described as follows: BEGINNING at the Southeast Corner of Lot 6, Block 9 of Northplace East 1st Addition, Recorded in Book L of Plats, Pages 782 thru 782B, said point being on the Southerly Line of the Northwest Quarter of said Section 26; thence S88°48'49"E along said Southerly Line a distance of 722.25 feet to the Center of Section Monument; thence continuing S88°48'49"E along the Southerly Line of the Northeast Quarter of said Section 26 a distance of 44.44 feet; thence leaving said Southerly Line N01°11'11"E a distance of 87.37 feet to the beginning of a tangent curve concave to the East and having a radius of 1462.50 feet and a chord bearing and distance of N01°32'09"E, 17.84 feet; thence Northerly along said curve through a central angle of 00°41'56" an arc distance of 17.84 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 20.00 feet and a chord bearing and distance of N31°32'44"E, 19.22 feet; thence Northeasterly along said curve through a central angle of 57°26'14" an arc distance of 20.05 feet; thence N05°03'39"E a distance of 62.93 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius 20.00 feet and a chord bearing and distance of N44°06'12"W, 9.13 feet; thence Northwesterly along said curve through a central angle of 26°22'25" an arc distance of 9.21 feet; thence N87°53'41"W a distance of 65.00 feet; thence N88°47'07"W a distance of 18.95 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S70°28'08"W, 16.35 feet; thence Southwesterly along said curve through a central angle of 48°15'16" an arc distance of 16.84 feet to the beginning of a compound curve concave to the North and having radius of 2971.50 feet and a chord bearing and distance of N84°58'27"W, 44.57 feet; thence Westerly along said curve through a central angle of 00°51'34" an arc distance of 44.57 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N85°11'17"W, 68.02 feet; thence Westerly along said curve through a central angle of 01°17'13" an arc distance of 68.02 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 8.50 feet and a chord bearing and distance of N40°21'14"W, 12.12 feet; thence Northerly along said curve through a central angle of 90°57'18" an arc distance of 13.49 feet; thence N87°00'43"W a distance of 57.04 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 8.50 feet and a chord bearing and distance of S48°54'46"W, 11.78 feet; thence Southwesterly along said curve through a central angle of 87°43'07" an arc distance of 13.01 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N88°16'42"W, 111.01 feet; thence Westerly along said curve through a central angle of 02°06'01" an arc distance of 111.01 feet; thence N04°31'13"E a distance of 57.27 feet; thence N07°25'43"E a distance of 69.07 feet; thence N10°23'54"E a distance of 123.48 feet; thence N13°56'50"E a distance of 61.59 feet; thence N09°41'25"E a distance of 117.52 feet; thence N16°55'15"W a distance of 57.45 feet; thence N09°38'54"W a distance of 120.00 feet to the beginning of a non-tangent curve concave to the North and having a radius of 2404.50 feet and a chord bearing and distance of S85°04'29"W, 395.96 feet; thence Westerly along said curve through a central angle of 09°26'45" an arc distance of 396.41 feet to the Easterly Boundary Line of said Northplace East 1st Addition; thence along said Easterly Boundary Line the following (7) seven courses;

- 1) The beginning of a non-tangent curve concave to the West and having a radius of 728.50 feet and a chord bearing and distance of S06°18'52"W, 85.47 feet; thence Southerly along said curve through a central angle 06°43'33" an arc distance of 85.52 feet to the beginning of a reverse curve concave to the East and having a radius of 971.50 feet and a chord bearing and distance of S04°23'39"W, 178.91 feet;
- 2) Thence Southerly along said curve through a central angle of 10°33'59" an arc distance of 179.16 feet to the beginning of a reverse curve concave to the West and having a radius of 528.50 feet and a chord bearing and distance of S04°04'20"W, 91.41 feet;
- 3) Thence Southerly along said curve through a central angle of 09°55'20" an arc distance of 91.52 feet to the beginning of a reverse curve concave to the East and having a radius of 2267.50 feet and a chord bearing and distance of S06°33'11"W, 196.27 feet;
- 4) Thence Southerly along said curve through a central angle of 04°57'40" an arc distance of 196.33 feet to the beginning of a compound curve concave to the Northeast and having a radius of 20.00 feet and a chord bearing and distance of S42°44'08"E, 29.16 feet;
- 5) Thence Southeasterly along said curve through a central angle of 93°36'57" an arc distance of 32.68 feet;
- 6) S89°39'31"E a distance of 11.96 feet;
- 7) S00°13'35"W a distance of 180.59 feet to the POINT OF BEGINNING.

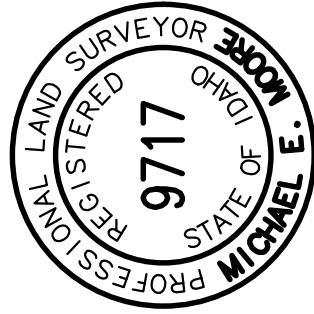
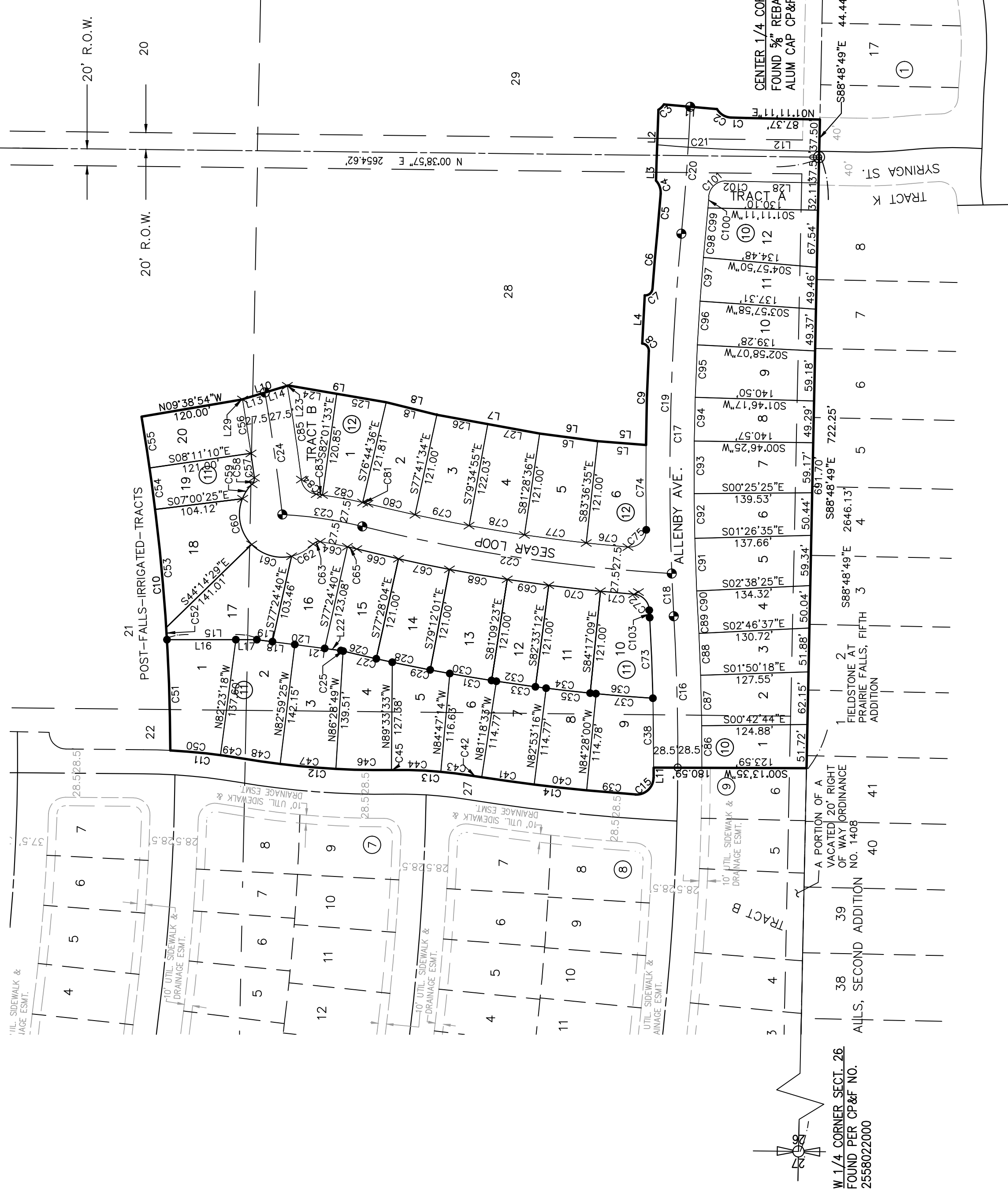
Containing 9.027 acres more or less
Subject to all easements of record





BLOCK & LOT	AREA
B10L1	6,994 S.F.
B10L2	7,674 S.F.
B10L3	6,547 S.F.
B10L4	6,537 S.F.
B10L5	6,257 S.F.
B10L6	7,457 S.F.
B10L7	6,409 S.F.
B10L8	7,100 S.F.
B10L9	8,487 S.F.
B10L10	6,993 S.F.
B10L11	6,974 S.F.
B10L12	6,546 S.F.
B11L1	9,320 S.F.
B11L2	9,926 S.F.
B11L3	8,737 S.F.
B11L4	7,654 S.F.
B11L5	7,894 S.F.
B11L6	6,027 S.F.
B11L7	6,990 S.F.
B11L8	6,990 S.F.
B11L9	7,332 S.F.
B11L10	7,854 S.F.
B11L11	6,173 S.F.
B11L12	6,142 S.F.
B11L13	8,642 S.F.
B11L14	7,659 S.F.
B11L15	7,395 S.F.
B11L16	7,395 S.F.
B11L17	10,106 S.F.
B11L18	10,151 S.F.
B11L19	5,957 S.F.
B11L20	7,812 S.F.
B12L1	6,507 S.F.
B12L2	7,607 S.F.
B12L3	7,686 S.F.
B12L4	7,686 S.F.
B12L5	8,642 S.F.
B12L6	7,697 S.F.
TRACT A	4,076 S.F.
TRACT B	4,876 S.F.

N 1/4 CORNER SECT. 26
FOUND PER CP&F NO.
1276672



SURVEYOR'S NARRATIVE
THIS PLAT IS A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS, PAGE 78 AND A PORTION OF A VACATED 20' WIDE OF WAY, ORDNANCE NO. 1408, (INSTRUMENT NO. 28064453000), LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO.

RFK LAND SURVEYING INC..

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS NAD 83/91 IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE GRID NORTH.

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

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

North Place East 2nd Addition

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 875,579.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 43,402.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 52,251.00**
5. Total cost of improvements: **\$ 971,233.00**
6. Warranty amount: **\$ 72,842.48**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

North Place East 2nd Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project Name: North Place East 2nd Addition																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

North Place East 2nd Addition

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

ATTACHMENT "D"

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

CONSTRUCTION DRAWINGS

Plans Titled: **North Place East 2nd Addition**

Dated: **7/29/24**

By: **Doug Desmond, P.E.**

Sheets 1 through 11

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	North Place East 2nd Addition 8-788000	44 days	Mon 3/25/24	Thu 5/23/24		
2	Preconstruction meeting	1 day?	Mon 7/8/24	Mon 7/8/24		
3	Mass Grade	3 days	Tue 7/9/24	Thu 7/11/24	2	
4	Sewer	7 days	Fri 7/12/24	Mon 7/22/24	3	
5	Water	6 days	Tue 7/23/24	Tue 7/30/24	4	
6	Stormwater	3 days	Wed 7/31/24	Fri 8/2/24	5	
7	utility crossings	4 days	Mon 8/5/24	Thu 8/8/24	6	
8	Curb and road subgrade	5 days	Fri 8/9/24	Thu 8/15/24	7	
9	Curb	2 days	Fri 8/16/24	Mon 8/19/24	8	
10	Road Final grade and baserock	6 days	Tue 8/20/24	Tue 8/27/24	9	
11	Asphalt	1 day	Wed 8/28/24	Wed 8/28/24	10	
12	Sidewalk	4 days	Thu 8/29/24	Tue 9/3/24	11	
13	Mainline Utilities	10 days	Wed 9/4/24	Tue 9/17/24	12	
14	Signage	1 day	Wed 9/18/24	Wed 9/18/24	13	

Project: R.D. 3rd phase 2 edited by DB Date: Mon 5/13/24	Task		Inactive Summary	
	Split		Manual Task	
	Milestone		Duration-only	
	Summary		Manual Summary Rollup	
	Project Summary		Manual Summary	
	External Tasks		Start-only	
	External Milestone		Finish-only	
	Inactive Task		Progress	
	Inactive Milestone		Deadline	

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

ENGINEERING SERVICES FEE SUMMARY

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

38 Lots X \$350.00 = \$ **13,300.00**

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

Greenstone-Kootenai II

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: **Avista Utilities**

Street light type: **110 W. Town and Country**

3 lights X 12 months X \$ 13.18 per month = \$ 474.48

Street light type: _____

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

TOTAL = \$ 474.48

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

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

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

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

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

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

SEWER CAP FEES

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

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

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

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

Water Cap Fees

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

Meter Fees

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

ACCOUNT FEES

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

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond

ENGINEERING FIRM:

ADDRESS: N. 1421 Meadowwood Lane #200

CITY: Liberty Lake STATE: WA ZIP: 99201

PHONE NO.: 509-458-5860

E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
)SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Mountain View Bible Church Annexation Reasoned Decision (ANNX-23-6)

ITEM AND RECOMMENDED ACTION:

This item is the final reasoned decision for the MVBC Annexation (ANNX-23-6), which was approved by the city council following a public hearing on July 16, 2024. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:

On July 16, 2024, the city council held a public hearing to consider a request to annex approximately 3.6 acres and associated rights-of-way into the City of Post Falls with Limited Commercial (LC) zoning. The entirety of the site is generally located at the SE corner of N. Chase Rd. and W. Prairie Ave. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached reasoned decision for the city council's review. The city council may approve the reasoned decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the reasoned decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the MVBC Annexation request on July 16th, 2024.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested zone change and directed staff to prepare a final written reasoned decision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MVBC Annexation Reasoned Decision (ANNX-23-6)

Mountain View Bible Church (MVBC) Annexation File No. ANNX-23-6

City Council Reasoned Decision

A. INTRODUCTION:

APPLICANT: Connie Krueger

LOCATION: Located on the southeast corner of N. Chase Road and W. Prairie Avenue

REQUEST: Approval to annex approximately 3.6-acres among two parcels into the City of Post Falls with a zoning request of Limited Commercial (LC).

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. Exhibit S-4 Planning and Zoning Commission Staff Report
9. S-5 Planning and Zoning Minutes 5-14-2024
10. S-6 Signed Zoning Recommendation
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 YPL Comments
14. PA-4 PFPD Comments
15. PA-5 DEQ Comments
16. PA-6 PFHD Comments
17. PA-7 PHD Comments
18. PA-8 PFHD Comments
19. PC-1 Liesenfeld Comments
20. City Council Memo
21. Testimony at the July 16, 2024, City Council public hearing including:

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

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking annexation of approximately 3.6 acres (including the dedicated rights-of-way) into the City with a requested zoning of Limited Commercial (LC) zoning. The property is on the south-east corner of Prairie Avenue and Chase Road. Surrounding current uses are primarily single-family homes. The site is currently a

church and a single-family home. The property is in the Central Prairie Focus Area and is within a commercial node on the future land use map. Comprehensive goals and policy alignment for the zone change was reviewed.

Robert Palus, City Engineer

Responding to a Councilmember's query regarding sewer infrastructure in the area, Mr. Palus explained the city's plans for upgrading the Fisher Lift Station and extending the sewer line along Chase Road. These improvements are estimated to be completed between 2025 and 2026. Mr. Palus elaborated that the city had initiated some preliminary sewer work in 2022 during road widening projects on Prairie Avenue, laying the groundwork for future extensions. He further noted that annexing the property would facilitate right-of-way and easement dedications, which are crucial for completing these sewer infrastructure projects. Palus concluded by emphasizing that annexation would significantly benefit long-term infrastructure planning in the area.

Connie Krueger, Applicant

Ms. Krueger, representing MVBC, presented an in-depth analysis of the annexation request's alignment with city goals and standards. She explained that the annexation would integrate a "near-island" property into the city, eliminating the inefficiency of having an unincorporated pocket surrounded by city jurisdiction. Krueger detailed MVBC's vision to expand its facilities eastward onto the adjacent property to meet the growing needs of the church and its surrounding community. She described current limitations, including the inadequacy of the existing on-site septic system to support additional use, and highlighted the need for city utilities. She also addressed potential parking challenges, explaining that the annexation would allow the church to expand its parking on-site, reducing any impact on neighboring residential areas. Krueger reiterated that the proposed zoning and annexation align with the city's comprehensive plan and discussed right-of-way dedications negotiated with the city to align infrastructure goals with the church's expansion plans.

Public Testimony:

Janet Liesenfeld and Tanya Williams

Both submitted written support without providing oral testimony, expressing their favor for the annexation and zoning change.

Russell Livengood

Submitted written testimony, stating that the annexation and zoning approval would be a "blessing" for the church and its efforts to expand community service offerings.

Zach Kemper

Pastor Kemper provided a heartfelt account of MVBC's history and community mission. He noted that the church was established in Post Falls in 1978 and has been at its current location since 1980. Over the years, the surrounding community has grown significantly, particularly residential neighborhoods near the church. Mr. Kemper explained that this growth has driven the need to expand the church's facilities to serve the community better. He emphasized MVBC's longstanding commitment to Post Falls. He expressed excitement about the opportunities annexation would bring to further this mission.

Jeffrey Rachoy, Vice Chairman of the MVBC Board of Elders

Mr. Rachoy highlighted the church's extensive outreach programs, emphasizing their broad community impact. He shared that MVBC's programs, such as kids' clubs and support groups, are attended primarily by non-church members from the local area. For example, 81% of the 160 children

served by the church's kids' club are not regular attendees of MVBC. Mr. Rachoy also mentioned partnerships with Post Falls High School through the Alive Campus Club, where church members support and mentor students during lunch periods. Additionally, he noted the success of the church's "Finding Hope" support group for individuals dealing with loved ones struggling with addiction. Rachoy concluded by stating that annexation would enable MVBC to officially become part of the community it has been serving for decades.

Deliberations: After the public hearing was complete, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 18.20.100.

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 Council finds that the proposed Limited Commercial (LC) zoning district is consistent with the Future Land Use Map and the Central Prairie Focus Area identified in the Comprehensive Plan. The property is within a commercial node as indicated on the Future Land Use Map, a designation intended to foster concentrated commercial activities in areas accessible to surrounding residential uses. Evidence presented by Associate Planner Ethan Porter confirms that the subject property is adjacent to Prairie Avenue and Chase Road, classified as a principal arterial and minor arterial, respectively, which aligns with the Comprehensive Plan's transportation and land use policies. The applicant's representative, Connie Krueger, further highlighted that the requested zoning adheres to the planned use within a mapped commercial activity node, consistent with the Central Prairie Focus Area's emphasis on commercial development along arterial corridors. The Council concludes that the requested LC zoning district directly aligns with the Future Land Use Map and applicable 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?

The Council finds that the proposed LC zoning district fulfills multiple goals and policies within the Comprehensive Plan. Goal 7 of the Comprehensive Plan encourages establishing land uses that support community needs and sustainability. Testimony from Pastor Zach Kemper and Vice Chairman Jeffrey Rachoy detailed the community-oriented services Mountain View Bible Church (MVBC) provided, including kids' clubs, support groups, and educational programs benefiting both church members and the broader community. The property's annexation supports Policy 26's objective to maintain and improve connectivity, as it enables easement and right-of-way dedications necessary for extending utility services and pedestrian facilities. Additionally, the LC zoning allows the church to expand parking facilities on-site, which aligns with the Comprehensive Plan's focus on minimizing external impacts on surrounding residential. The Council concludes that the proposed zoning district is consistent with the Comprehensive Plan's goals and policies by facilitating sustainable growth and enhancing community infrastructure.

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

The Council finds no evidence of demonstrable adverse impacts on service delivery. Testimony from City Engineer Robert Palus confirmed that while the property is currently outside the city's sewer network, annexation will enable right-of-way dedications necessary to extend the sewer line from Prairie Avenue along Chase Road to the Fisher Lift Station, with upgrades projected for 2025-2026. Palus noted that initial sewer groundwork along Prairie Avenue was completed in 2022,

facilitating future system expansion. Testimony further confirmed that East Green Acres Irrigation District has adequate capacity to provide potable water. Given the institutional nature of the proposed use, no adverse impacts are anticipated on public safety services or schools. Traffic impacts were also deemed minimal due to the limited and periodic nature of church activities compared to high-traffic commercial uses. The Council concludes that the proposed zoning district will not adversely affect service delivery and may enhance service capacity through coordinated infrastructure improvements.

D. REASONED DECISION OF THE CITY COUNCIL:

ANNX-23-6, ANNEXATION AND INITIAL ZONING: Based on the record developed during the public hearing process, including testimony and evidence presented, as well as the recommendation of the Planning and Zoning Commission, the City Council finds that the annexation of approximately 3.6 acres, including rights-of-way, is in the best interest of the City of Post Falls. The Council further finds that the requested Limited Commercial (LC) zoning aligns with the Comprehensive Plan, supports community-serving uses, and facilitates critical infrastructure improvements, including the extension of sewer services. The City Council hereby approves the annexation of the property and the application of Limited Commercial (LC) zoning.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Acceptance of Easement and Rights-of-Way from Land Camp LLC

ITEM AND RECOMMENDED ACTION:

Approval of this item will accept dedication of a grant of easement and rights-of-way along Mullan Avenue from Land Camp, LLC.

DISCUSSION:

The grant of easement and grant of rights-of-way are associated with the commercial site plan (Mullan Lodge SPR-24-8) and are being dedicated as a part of the frontage improvements required by City Code. Rights-of-way and easements dedications conform with the standards for Mullan Ave. The City's Planning and Zoning Commission issued a special use permit (SUP-24-2) on the site in May of 2024 and the site plans were approved for construction in July of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 23-066_Mullan Lodge_Grant of Right-of-way
2. 23-066_Mullan Lodge_Grant of Easement
3. Mullan Lodge Location Exhibit

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that Chad Oakland, member of Land Camp, LLC, 2022 N. Government Way, Coeur D'Alene, ID 83814, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

A portion of Tract 7, POST FALLS IRRIGATED TRACTS, as recorded in Book "C" of Plats, at Page 78, records of Kootenai County, Idaho located in the Northwest Quarter of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, from which the northwest corner of said Northwest Quarter of Section 2, bears North 89°15'40" West, a distance of 2646.88 feet;

Thence North 89°15'40" West along the north line of the Northwest Quarter of Section 2, a distance of 1323.44 feet to the northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2;

Thence South 00°35'52" West leaving said northeast corner of the Northwest Quarter of the Northwest Quarter of Section 2, a distance of 35.00 feet to the south right-of-way line of Mullan Avenue and the **Point of Beginning**;

Thence South 00°35'52" West leaving said south right-of-way line of Mullan Avenue, a distance of 5.00 feet to the northwest corner of Lot 4, Block 1, INTERSTATE BUSINESS CENTER, as recorded in Book "G" of Plats, at Pages 442, 442A, 442B, and 442C, records of Kootenai County, Idaho;

Thence North 89°15'40" West leaving said northwest corner of Lot 4, Block 1, Interstate Business Center, a distance of 205.48 feet to the northeast corner of Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION, as recorded in Book "K" of Plats, at Pages 79 and 79A, records of Kootenai County, Idaho;

Thence North 00°25'57" East leaving said northeast corner of Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION, a distance of 5.00 feet to said south right-of-way line of Mullan Avenue;

Thence South 89°15'40" East along said south right-of-way line of Mullan Avenue, a distance of 205.49 feet to the **Point of Beginning**;

Containing 1,027 square feet or 0.024 acres, more or less.

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF Chad Oakland, Land Camp, LLC the Grantors have caused this instrument to be executed this 12 day of December, 2024.



Chad Oakland, Member
Land Camp, LLC

STATE OF IDAHO)
County of Kootenai)

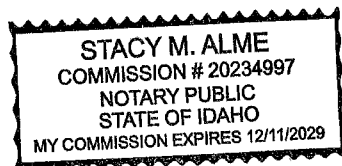
On this 12th day of December, 2024, before me personally appeared Chad Oakland, known to me or identified to me to be the person(s) subscribed herein who executed the foregoing Grant-Of Right-Of-Way and acknowledged that they voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto 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: Coeur d'Alene

My Commission Expires: 12/11/2029



CITY OF POST FALLS

This grant of Right-of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

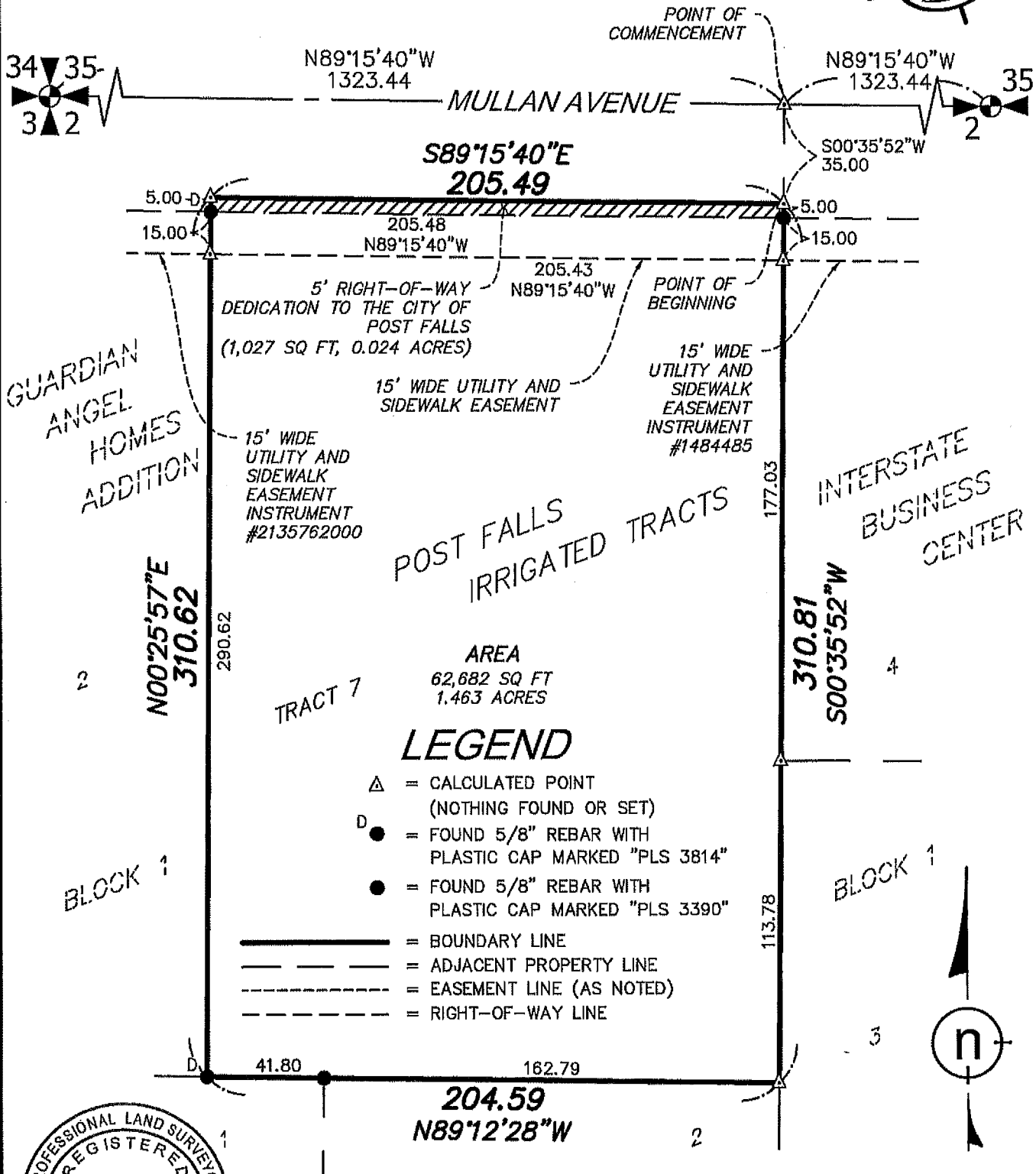
State Of Idaho)
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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:_____

DATE
12/13/2024
JOB #
2023-299



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Chad Oakland, member of Land Camp, LLC, a Limited Liability Company, 2022 N. Government Way, Coeur D'Alene, ID 83814, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, utility and drainage over, under, upon and across the following described property, to wit:

A portion of Tract 7, POST FALLS IRRIGATED TRACTS, as recorded in Book "C" of Plats, at Page 78, records of Kootenai County, Idaho located in the Northwest Quarter of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, from which the northwest corner of said Northwest Quarter of Section 2, bears North 89°15'40" West, a distance of 2646.88 feet;

Thence North 89°15'40" West along the north line of the Northwest Quarter of Section 2, a distance of 1323.44 feet to the northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 2;

Thence South 00°35'52" West leaving said northeast corner of the Northwest Quarter of the Northwest Quarter of Section 2, a distance of 40.00 feet to the northwest corner of Lot 4, Block 1, INTERSTATE BUSINESS CENTER, as recorded in Book "G" of Plats, at Pages 442, 442A, 442B, and 442C, records of Kootenai County, Idaho and the **Point of Beginning**;

Thence continuing South 00°35'52" West along the west line of said Lot 4, Block 1, INTERSTATE BUSINESS CENTER, a distance of 15.00 feet;

Thence North 89°15'40" West leaving said west line of Lot 4, Block 1, INTERSTATE BUSINESS CENTER, a distance of 205.43 feet to a point on the east line of Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION, as recorded in Book "K" of Plats, at Pages 79 and 79A, records of Kootenai County, Idaho;

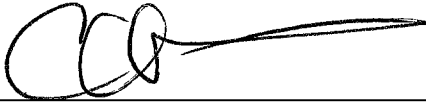
Thence North 00°25'57" East along said Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION, a distance of 15.00 feet to the northeast corner of said Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION;

Thence South 89°15'40" East leaving said northeast corner of Lot 2, Block 1, GUARDIAN ANGEL HOMES ADDITION, a distance of 205.48 feet to said northwest corner of Lot 4, Block 1, INTERSTATE BUSINESS CENTER and the **Point of Beginning**;

Containing 3,082 square feet or 0.071 acres, more or less.

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

DATED AND DONE this 12 day of December 2024.

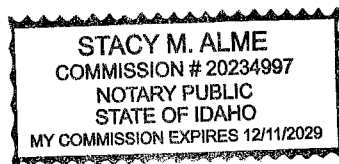


Chad Oakland, Member
Land Camp, LLC

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 12th day of December, 2024, before me, a Notary Public in and for said state, personally appeared Chad Oakland known or identified to me to be the Member of Land Camp, LLC, the Member that executed this instrument, or the person who executed the instrument on behalf of said Land Camp, LLC and acknowledged to me that such Member 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.



Stacy M Alme
Notary Public for the state of Idaho
Residing at: Coeur d'Alene
Commission Expires: 12/11/2029

CITY OF POST FALLS

This easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

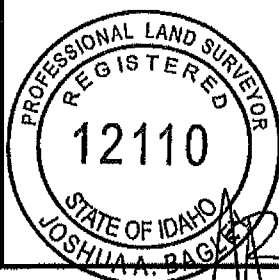
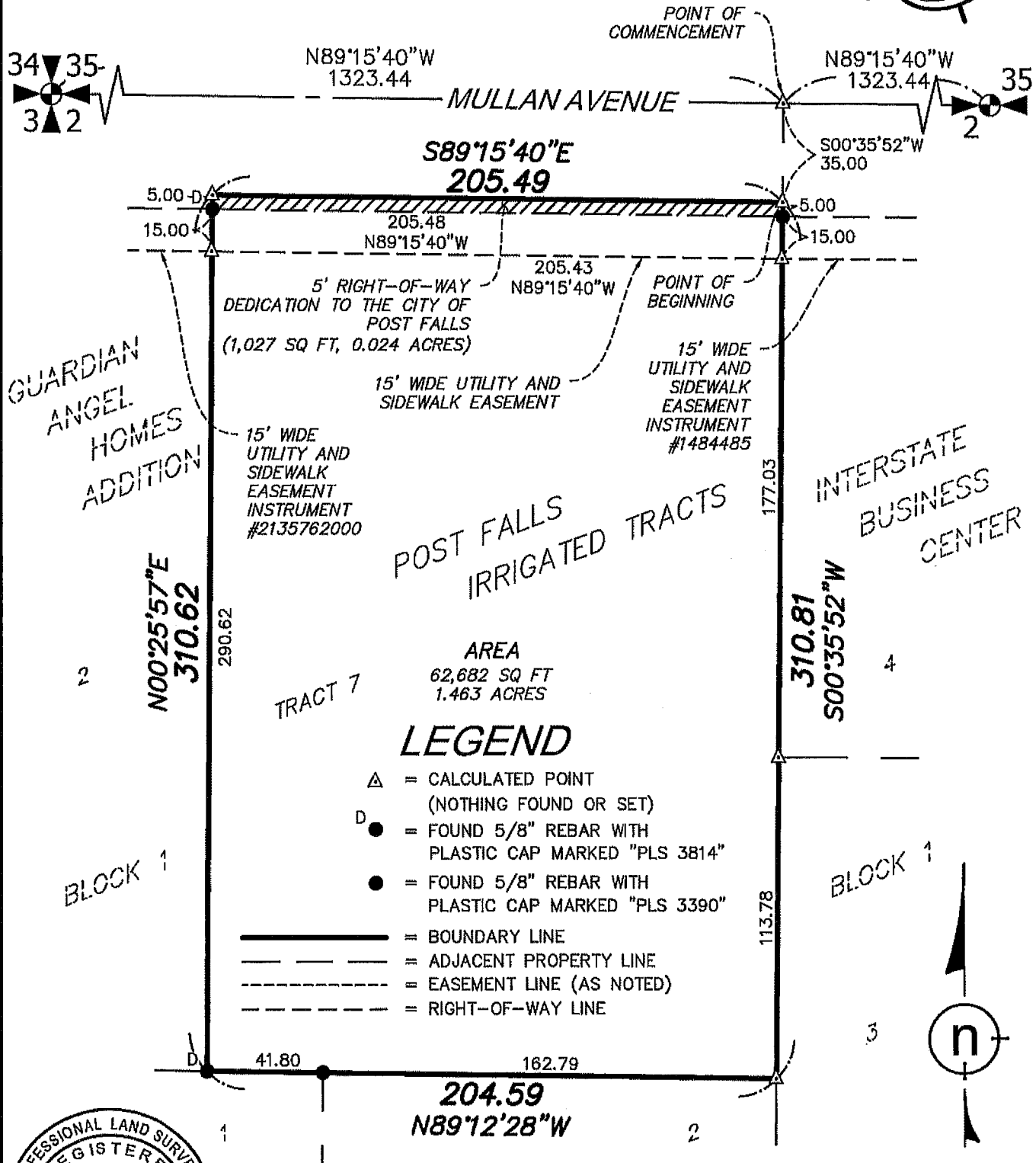
State Of Idaho)
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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:_____

DATE
12/13/2024
JOB #
2023-299



**UTILITY AND SIDEWALK EASEMENT
EXHIBIT "B"**

CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



Mullan Lodge Easement and Right-of-Way Location Exhibit

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: North Place East 2024 Subdivision Master Development Agreement File No. SUBD-23-7

ITEM AND RECOMMENDED ACTION:

Approve the attached Master Development Agreement that is associated with the North Place East 2024 Subdivision Master Development Agreement (File No. SUBD-23-7). A presentation is not planned on this item.

DISCUSSION:

On November 5, 2024 the City Council held a public hearing on the North Place East subdivision and issued a reasoned decision approving the subdivision on December 3rd, 2024. City Code requires a subdivision developer to enter into a development agreement with the city that requires the developer to comply with city subdivision requirements and the conditions of approval. The agreement is attached for the council's review.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On November 5, 2024 the City Council held a hearing on this item and issued a Reasoned Decision on December 3, 2024 approving the subdivision.

APPROVED OR DIRECTION GIVEN:

On November 5, 2024 the City Council held a hearing on this item and issued a Reasoned Decision on December 3, 2024 approving the subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Signed North Place East 2024 MDA

**MASTER DEVELOPMENT AGREEMENT
FOR
NORTH PLACE EAST 2024 SUBDIVISION
(File No. SUBD-23-7)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Schneidmiller Brothers INC, 1511 N. CHASE ROAD, POST FALLS, ID 83854**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **238.52** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **North Place East 2024 Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-23-7, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Planning and Zoning Commission held a public hearing on **June 11, 2024** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of North Place East 2024 Subdivision**), (hereinafter “Reasoned Decision”) and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- E. The Project’s overall density and general design are conditionally approved per the Reasoned Decision **Exhibit No.2** and to be consistent with the Development Agreement **Exhibit No.3**. The City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- F. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop the **North Place East 2024 Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City’s review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City’s review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City’s administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City’s Comprehensive Plan, and its implementation is in

the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is described per **Exhibit No.4:**

1.2 Term

The term of this Agreement shall commence upon the execution and recording of this Agreement by all parties to this Agreement and shall continue for three years thereafter.

If the approved first phase of the Subdivision, is not submitted for Final Plat approval within that period, the Subdivision approval lapses, and the Developer must submit a new application in order to subdivide the property.

For phased subdivisions, Final Plat approval for each subsequent phase of the Subdivision must be applied for no later than three (3) years after the Final Plat approval for the prior phase or the Subdivision approval lapses and Developer must submit a new application to subdivide the remainder of the property.

A Developer may request a twelve (12) month extension of the expiration date by filing a written request with the Director prior to the Subdivision approval lapsing.

The Director may grant the extension if the city's subdivision and zoning regulations have not changed significantly since the Subdivision was approved. The Director will notify the Developer of their decision, in writing, within thirty (30) days of the date of the Developer's requested extension.

If construction of the approved development is not commenced with sustained effort within one (1) year after Final Plat approval, the city may give notice to the Developer of the intent to terminate the Agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city's governing board may finally decide the status of the Agreement. Section 9.2 shall continue in effect after the term of this Agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER
Schneidmiller Brothers, Inc.
1511 N. Chase Road
Post Falls, ID 83854

CITY
Mayor
408 N. Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of

certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty (30) day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is expressly allowed to withhold approval of issuance of building or construction permits when a material condition of default exists or a claim for default is pending.

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of the existing development as of the date of such

suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

9.2 Maintenance of Common Area Landscaping

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **forty-five (45)** pages, including the Recitals and 4 Exhibits, which constitute the entire understanding and Agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

- | | |
|----------------------|---|
| Exhibit No.1: | General Site Plan of Record (Exhibit A-3, File No. SUBD-23-5, Post Falls Community Development Department records) |
| Exhibit No.2: | Reasoned Decision, North Place East 2024 Subdivision Preliminary Plat |
| Exhibit No.3: | North Place East Development and Zoning Agreement |
| Exhibit No.4: | Legal Description |

10.4 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



**Gary T Schneidmiller, President
Schneidmiller Brothers, Inc.**

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

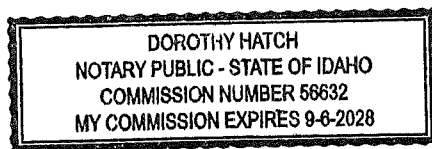
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

ACKNOWLEDGMENT

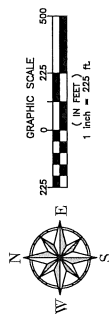
STATE OF IDAHO)
 :SS
County of KOOTENAI)

This record was acknowledged before me on 12/23/2024 by **Gary T. Schneidmiller** as **President of Schneidmiller Brothers, Inc.**



Dorothy Hatch
Notary Public for the State of Idaho
Residing at: COEUR D'ALENE
Commission Expires: 9/6/2028

Greenstone
HOUSES & NEIGHBORHOODS
 1421 N. MEADOWWOOD LN., SUITE 200
 FARMINGTON, CT 06030
 PH (203) 436-5582
 FAX (203) 438-5582



TYPICAL LOT SIZE

FRONT ENTRY DETACHED: 50'-70' X 100'-160'
FRONT ENTRY ATTACHED: 50'-70' X 100'-160'
REAR ENTRY DETACHED: 35'-60' X 90'-120'
REAR ENTRY ATTACHED: 20'-50' X 80'-120'

THERE MAY BE TIMES WHEN PROPOSED LOTS MAY DIFFER FROM THE PRESCRIBED TYPICAL LOT SIZE BUT WILL ADHERE TO THE RESIDENTIAL MIXED (RM) ZONE AND DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

TRACTS 2 THRU 5, TRACTS 11 THRU 15, TRACTS 18 THRU 21, AND TRACTS 28 THRU 31 OF POST FALLS IRRIGATION TRACTS, RECORDED IN BOOK C OF PLATS, PAGE 71A, TOGETHER WITH ALL RIGHTS OF WAY LYING ADJACENT TO SAID TRACTS.

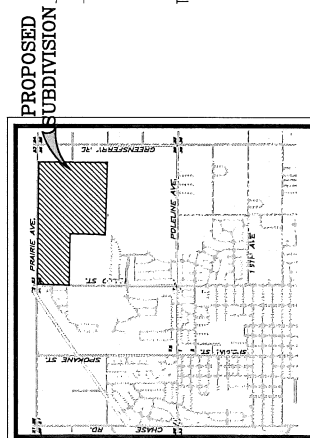
ALSO TOGETHER WITH A PORTION OF TRACTS 22 AND 27 OF SAID POST FALLS IRRIGATION TRACTS, LYING NORTHERLY AND EASTERLY OF SAID NORTHPLACE EAST 1ST ADDITION,
EXCEPT IDAHO STREET AND PRAIRIE AVENUE RIGHTS OF WAY.

[illegible]

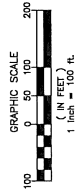
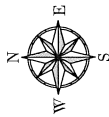
SUBJECT TO ALL EASEMENTS OF RECORD

CONTAINING 238.53 ACRES MORE OR LESS
SITUATE IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO.

TABLE OF CONTENTS	
SUBDIVISION COVER	SHEET 1
SUBDIVISION SITE PLAN	SHEETS 2-4
SUBDIVISION SEWER & WATER PLAN	SHEET 5-7
PHASING PLAN	SHEET 8
TRAIL PLAN	SHEET 9
SECTIONS & DETAILS	SHEET 10
TYPICAL BUILDING ELEVATIONS	SHEETS 11-12



VICINITY MAP



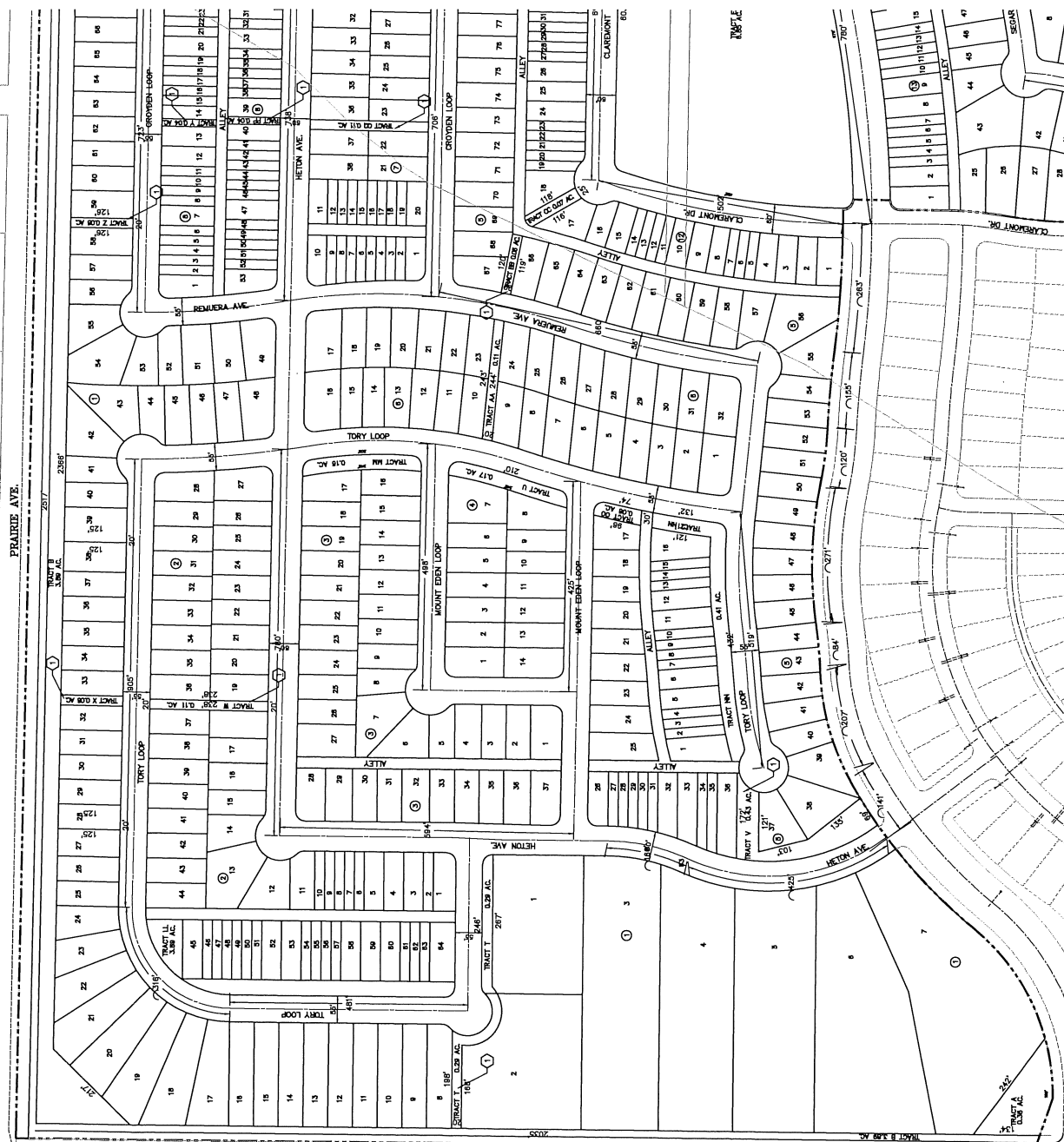
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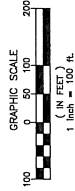
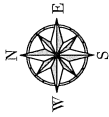
- MINIMUM 15' WIDE TRACT WITH A MINIMUM OF 6' WIDE PAVED PEDESTRIAN CONNECTION.

TYPICAL LOT SIZE

FRONT ENTRY DETACHED: 50'-72' X 100'-180'
 FRONT ENTRY ATTACHED: 50'-60' X 100'-180'
 REAR ENTRY ATTACHED: 50'-60' X 100'-180'
 MULTIFAMILY: 1000 SF - 10000 SF.
 THERE MAY BE TIMES WHEN A LOT DOES NOT MEET THE MINIMUM LOT SIZE OR THE RESIDENTIAL ZONE (RM) ZONE AND DEVELOPMENT AGREEMENT.

SUBDIVISION SITE PLAN
 FOR
NORTH PLACE EAST
 2024
 POST FALLS IDAHO
 SHEET 2 OF 12





GENERAL NOTES:

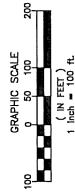
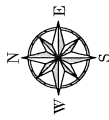
- ① MINIMUM 15' WIDE TRACT WITH A MINIMUM OF 8' WIDE PAVED PEDESTRIAN CONNECTION.

TYPICAL LOT SIZE

FRONT ENTRY DETACHED: 50'-0" X 100'-0"
 FRONT ENTRY ATTACHED: 50'-0" X 100'-0"
 REAR ENTRY DETACHED: 50'-0" X 100'-0"
 REAR ENTRY ATTACHED: 50'-0" X 100'-0"
 MULTIFAMILY: 10,000 S.F. - 70,000 S.F.
 THERE MAY BE TIMES WHEN PROPOSED LOTS MAY OVERTHROW EXISTING LOTS OR BE SUBJECT TO THE RESIDENTIAL USES (RU) ZONE AND DEVELOPMENT AGREEMENT.

SUBDIVISION SITE PLAN
 FOR
NORTH PLACE EAST
 2024
 POST FALLS IDAHO
 SHEET 3 OF 12





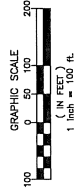
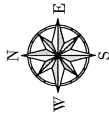
GENERAL NOTES:
 1. PAVEMENT OF ALL DRIVEWAYS WITH A MINIMUM OF 8" WIDE PAVED
 PEDESTRIAN CONNECTION.

TYPICAL LOT SIZE

FRONT ENTRY DETACHED: 30'-0" X 125'-0"
 FRONT ENTRY DETACHED: 30'-0" X 100'-0"
 FRONT ENTRY DETACHED: 30'-0" X 80'-0"
 MAX. TYPICAL: 10,000 S.F. - 12,000 S.F.
 THERE MAY BE TIMES WHEN PROPOSED LOTS MAY DIFFER
 FROM THE PRESCRIBED TYPICAL LOT SIZE BUT WILL ADHERE
 TO THE PRESCRIBED MINIMUM WAD (W) ZONE AND DEVELOPMENT
 AGREEMENT.

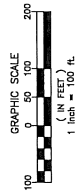
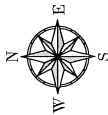
**SUBDIVISION SITE PLAN
 FOR
 NORTH PLACE EAST
 2024
 POST FALLS IDAHO
 SHEET 4 OF 12**





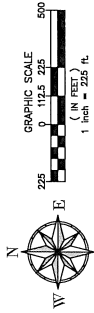
SEWER & WATER PLAN
 FOR
NORTH PLACE EAST
 2024
 KOOTENAI COUNTY, IDAHO
 SHEET 5 OF 12





SEWER & WATER PLAN
 FOR
NORTH PLACE EAST
 2024
 KOOTENAI COUNTY, IDAHO
 SHEET 6 OF 12

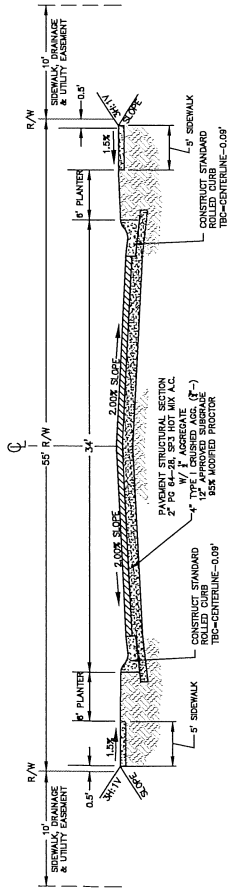




GENERAL NOTES
 AREAS SHOWN ARE ENTIRELY A BEST ESTIMATE. PHASE TIMING AND SIZE
 IS BASED ON THE ASSUMPTION THAT ALL DEVELOPMENT WILL TAKE PLACE
 IN ACCORDANCE WITH THE SUBDIVISION MAP AND SHALL BE DETERMINED BY THE



SUBDIVISION PHASING PLAN
 FOR
NORTH PLACE EAST
2024
 KOOTENAI COUNTY, IDAHO
 SHEET 8 OF 12



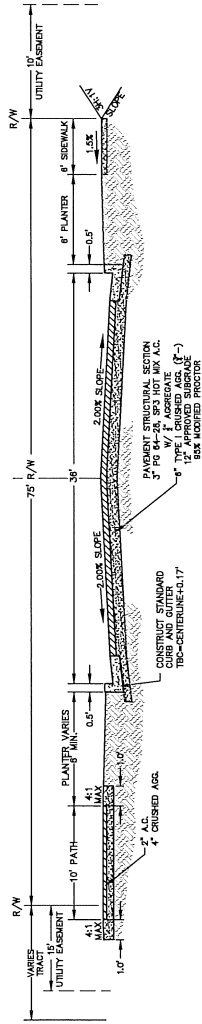
TYPICAL CROSS SECTION - ROLLED CURB
NOT TO SCALE

A

TYPICAL CROSS SECTION - ROLLED CURB
NOT TO SCALE

F

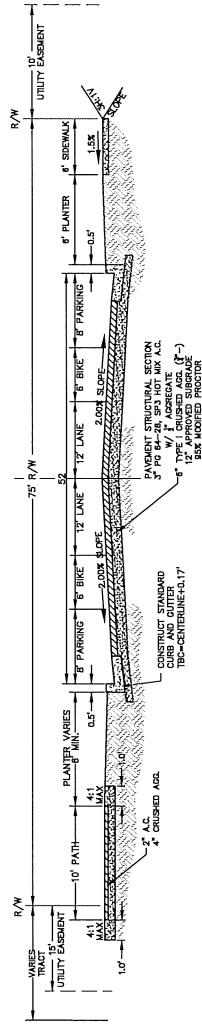
LOCAL COLLECTOR ACCESS STREETS



TYPICAL CROSS SECTION
NOT TO SCALE

B

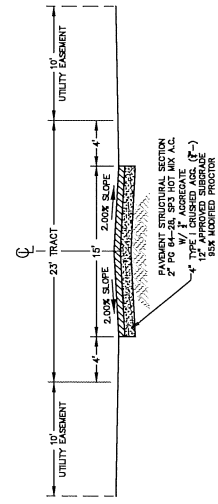
STRINGA ST. SOUTH OF PENROSE



TYPICAL CROSS SECTION
NOT TO SCALE

C

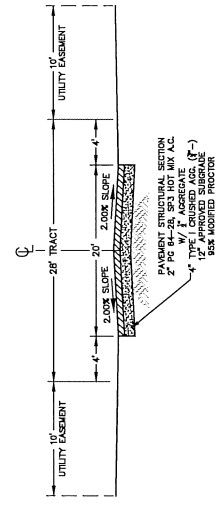
PENROSE AVE. - STRINGA ST.



TYPICAL CROSS SECTION - ALLEY
NOT TO SCALE

D

ALLEY

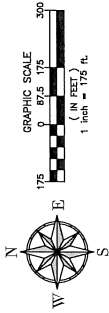


TYPICAL CROSS SECTION - ALLEY (FIRE ACCESS)
NOT TO SCALE

E

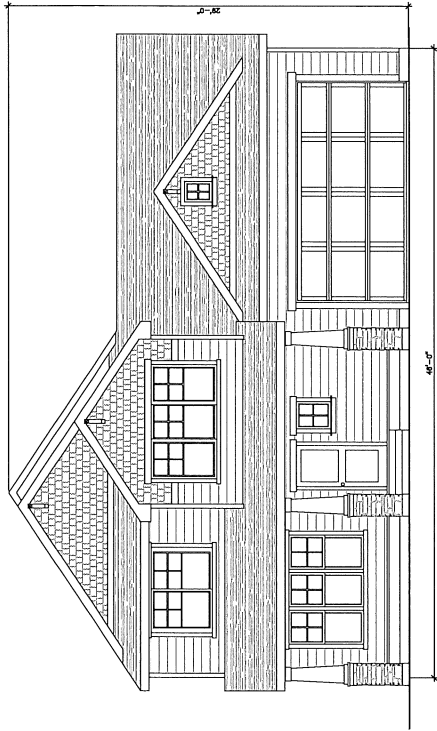
ALLEY

TYPICAL STREET DETAILS
FOR
NORTH PLACE EAST
2024
KOOTENAI COUNTY, IDAHO
SHEET 10 OF 12

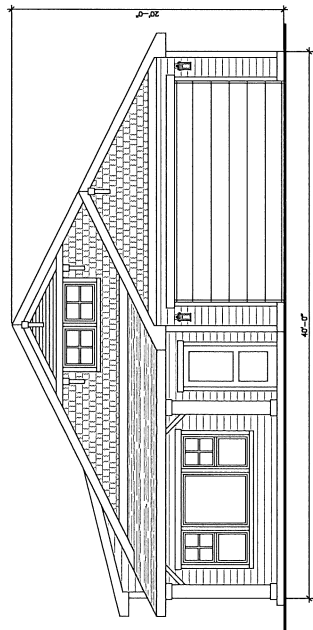


SUBDIVISION TRAIL PLAN
 FOR
NORTH PLACE EAST 2024
 (A PLANNED UNIT DEVELOPMENT)
 KOOTENAI COUNTY, IDAHO
 SHEET 9 OF 12

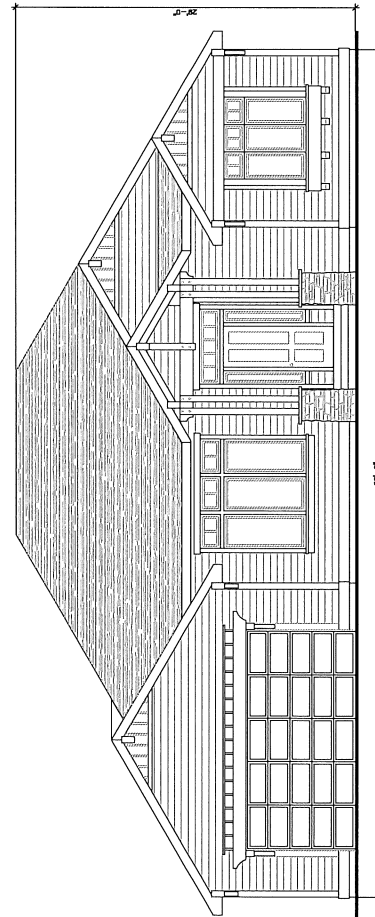
10' WIDE TRAIL



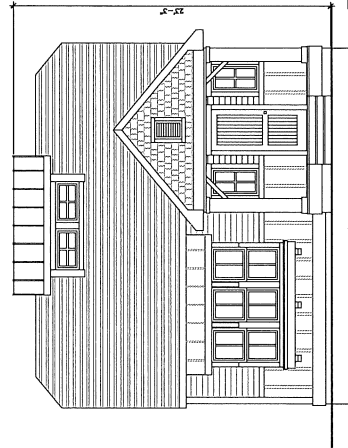
TYPICAL
MID RANGE HOME



TYPICAL
ENTRY LEVEL HOME

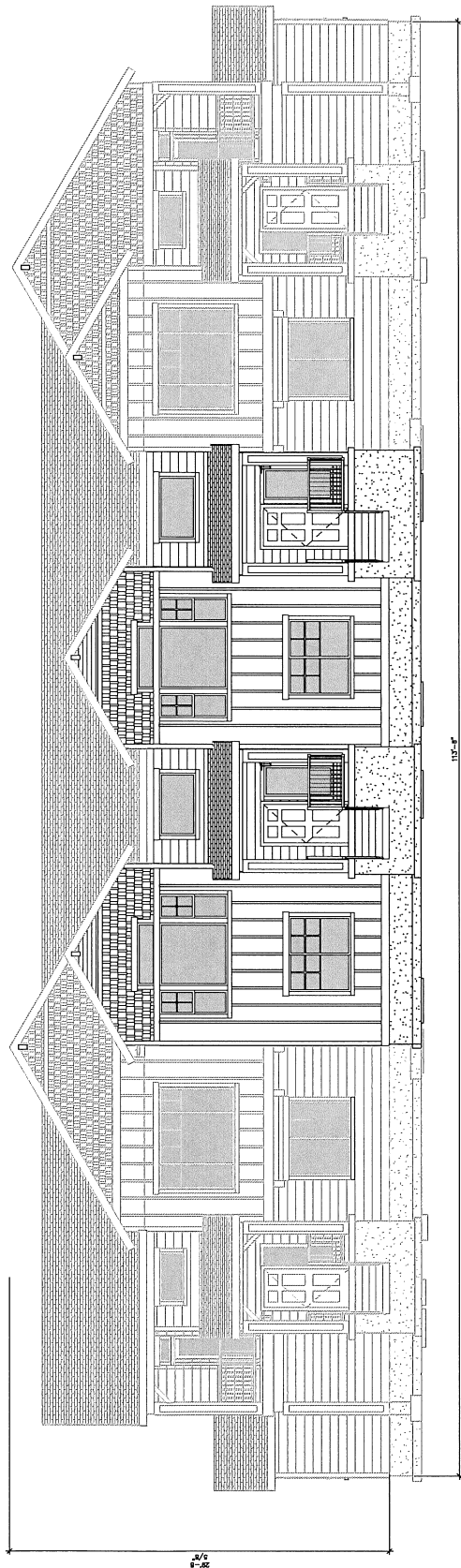


TYPICAL
HIGH END HOME

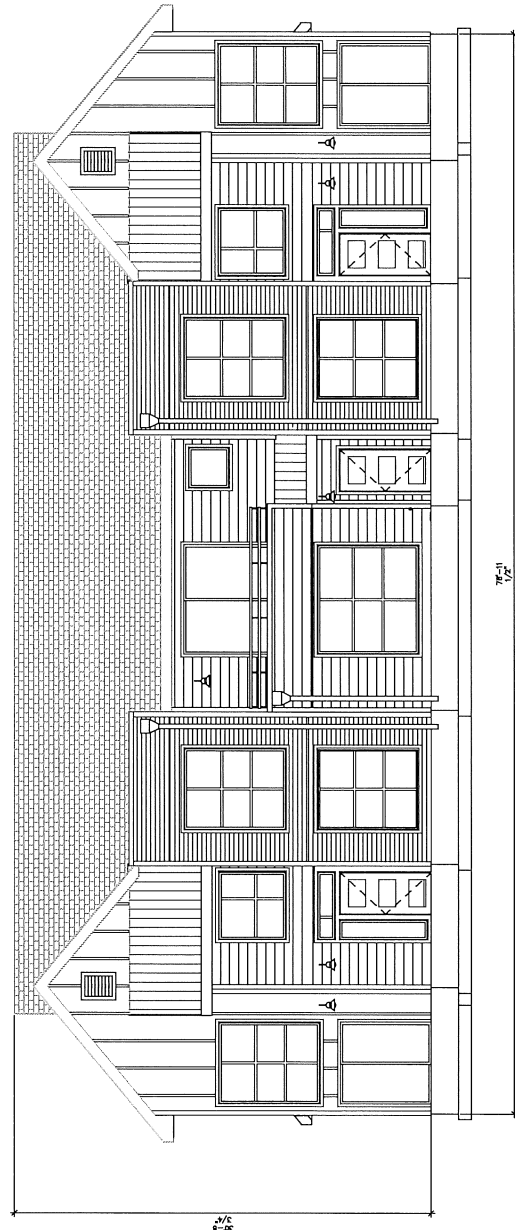


TYPICAL
COTTAGE

TYPICAL HOUSE PLANS
FOR
NORTH PLACE EAST
2024
(A PLANNED UNIT DEVELOPMENT)
KOOTENAI COUNTY, IDAHO
SHEET 11 OF 12



TYPICAL
TOWNHOME



TYPICAL
TOWNHOME

TYPICAL HOUSE PLANS
FOR
NORTH PLACE EAST 2024
KOOTENAI COUNTY, IDAHO
SHEET 12 OF 12

**North Place East 2024 Subdivision
File No. SUBD-23-7
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Kevin Schneidmiller, Schneidmiller Brothers Inc.

LOCATION: South of Prairie Avenue, between Idaho Road and Greensferry Road.

REQUEST: To subdivide approximately 238.53 acres into 1125 lots within the Residential Mixed (RM) zoning district.

B. RECORD CREATED:

1. A-1 Subdivision Application.
2. A-2 Applicant Narrative.
3. A-3 North Place East 2024 Preliminary Plat
4. A-4 Owners Authorization
5. A-5 Ross Point Will Serve Letter
6. A-6 Legal Description
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. S-4 North Place East Development Agreement
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 YPL Comments
14. PA-4 PFPD Comments
15. PA-5 DEQ Comments
16. PA-6 PFHD Comments
17. PC-1 Larsen Comment
18. PC-2 Sarah Stevens Comment
19. PC-3 Matt Stevens Comment
20. P&Z Staff Report
21. Testimony at the November 5th, 2024, City Council public hearing:

This matter was heard as an appeal of a Reasoned Decision of the Planning and Zoning Commission ("commission") entered on August 13th, 2024. The appeal to City Council ("Council") was pursuant to Post Falls Municipal Code ("PFMC") § 18.20.060 requiring a *de novo* hearing. The request was heard at a public hearing, which was live-streamed on the City of Post Falls YouTube Channel. The request was for the Council to review the subdivision of approximately 238.53 acres into 1125 lots within the Residential Mixed zoning designation. The request is evaluated under the standards of Post Falls Municipal Code § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the applicant, Kevin Schneidmiller, is requesting to subdivide approximately 238.53 acres into 1125 lots within the Residential Mixed (RM)

zoning district in multiple phases consistent with the associated RM Zone Change Development Agreement (File No. ANNX-0007-2020). Mr. Manley explained the current land use is a large undeveloped lot zoned RM.

The surrounding zoning districts within the City are mostly Single Family Residential (R-1) zoned parcels, with the exception of the northeast corner, where there is a 5-acre Community Commercial Services lot, and to the east is another 5-acre Residential Mixed (RM) subdivision called Britton Place. The water service provider west of Syringa Road is the City of Post Falls, while east of Syringa is Ross Point Water District. The City of Post Falls will be providing sanitary sewer and has adequate capacity to provide service to the subdivision as proposed. Further, the proposed streets and layouts are consistent with the city's plan and standards, and there were no known soil or topographical hazards known or identified. Mr. Manley also testified that the proposed area was zoned appropriately for the proposed uses, and such use was conformed with both other provisions of the city code and the existing development agreement. Finally, impact fees would be assessed when building permits are issued to mitigate any adverse off-site impacts on public services.

Rob Palus, City Engineer

Mr. Palus testified on traffic and transportation impacts. He explained that Syringa Street, classified as a minor collector, currently handles approximately 2,000 vehicles per day, well below its capacity of 4,000 vehicles per day. Projections indicate that the street will remain within capacity even as the subdivision is completed in phases. Prairie Avenue, which is currently operating at 57% of capacity, is planned to be widened to a five-lane road by 2035. The subdivision will include frontage improvements along Prairie Avenue but will not require additional intersection upgrades at this time.

Mr. Palus acknowledged concerns regarding the roundabout at Idaho Street and Prairie Avenue, noting that while capacity issues are not projected until after 2035, improvements may be necessary at that time. He emphasized that developers would contribute through impact fees and direct improvements, including traffic-calming measures such as intersection bulbs to enhance pedestrian safety and slow vehicle speeds.

Kevin Schneidmiller, Schneidmiller Brothers, Applicant

Mr. Schneidmiller testified the project is approximately a 15 to 20 year build out on 238.50-acres of Residential Mixed (RM) zoned property with a proposed 1125 lots capped at 1400 units. He emphasized that the development complied with the 2021 development agreement and outlined plans to include a 55+ age-restricted community spanning 70 acres. This area would consist of single-family detached homes and two-story multifamily units, with features such as elevators to ensure accessibility. Mr. Schneidmiller noted that the subdivision design includes diverse housing types to meet community needs and that the development will be built in phases to align with infrastructure capacity. He also discussed collaboration with the Post Falls School District, including an agreement to reserve a site for a potential school. He requested that the council deny the appeal, affirming the project's compliance with all applicable regulations.

The hearing was opened for public comment.

No public testimony provided in support of, or neutral to, the subdivision. There were several written comments submitted only as opposed and offered no testimony.

The following individuals testified in opposition, and their comments were read into the record by the Mayor:

Heather Home

Ms. Home stated that she was told there would be single-story homes behind her property but later

learned about the inclusion of multifamily housing. She requested that the apartments be relocated to another area within the subdivision.

Daniel Kiniski

Mr. Kiniski expressed concerns about the strain the development would place on public services. He cited low water pressure, increased traffic congestion, and safety issues at nearby parks as primary reasons for opposing the project.

Donald Barker, Jr.

Mr. Barker, Jr. opposed apartments along Idaho Street and suggested moving multifamily units to the center of the subdivision. He emphasized the importance of maintaining a two-story height restriction on all multifamily developments, which he believed was crucial to preserving the area's character.

Christine Malm

Ms. Malm opposed the inclusion of new apartments on Idaho Street and asked that they be relocated to the center of the development. She also highlighted concerns about Idaho Street being overused, with drivers frequently exceeding safe speeds.

Ashley Hurst

Ms. Hurst is opposed to any apartments or commercial on Idaho and Penrose. Ashley Hurst wrote that when she purchased her home, she was informed that the land behind her property would be developed as single-story, 55+ homes. She expressed disappointment at the potential for apartments and stated she may not have purchased her home had she known the plans.

Keith Plass

Mr. Plass raised objections to the development, particularly its impact on Prairie Avenue and Idaho Street. He noted that Prairie Avenue is already nearing capacity and that additional traffic would exacerbate existing congestion. Mr. Plass also raised concerns about increased costs to taxpayers due to infrastructure and school needs.

The following individuals testified in opposition:

Susan Vendetti

Ms. Vendetti expressed concern about increased traffic and congestion, particularly at Penrose Avenue and Idaho Street. She emphasized preserving the neighborhood's character and requested that multifamily housing be moved away from existing single-family homes. She suggested single-family cottages or other lower-density housing instead.

Julie Hensley

Ms. Hensley highlighted issues with traffic infrastructure, specifically on Seringa Street, which she argued was already overburdened. She questioned the lack of a traffic study and raised concerns about impacts on local schools, citing a school district report stating that schools were at capacity. She expressed fears that taxpayers would bear the cost of new school construction.

Kyle Storm

Mr. Storm criticized the placement of multifamily housing at Idaho Street and Penrose Avenue, noting

that it did not fit the neighborhood's character. He questioned the enforceability of age restrictions for the 55+ community and expressed concerns about safety and congestion resulting from increased traffic. He advocated for single-family homes instead of multifamily units.

Holly Hatcher

Ms. Hatcher criticized the rapid pace of development in Post Falls, arguing that it did not align with community desires. She expressed concerns about potential strains on infrastructure, law enforcement, and other public services. Ms. Hatcher urged the council to prioritize public input and community values in future decisions.

Catherine Zimmerman

Ms. Zimmerman voiced frustration over inadequate public notice of the hearing and alleged misleading statements from realtors regarding the planned development. She opposed multifamily housing at the corner of Idaho Street and Penrose Avenue, arguing that it would diminish property values and neighborhood aesthetics.

Brett Collins

Mr. Collins stated that realtors had assured him that the adjacent land would be developed as single-family, 55+ housing. He criticized the introduction of multifamily housing as inconsistent with those assurances and expressed disappointment with the perceived lack of transparency from the developer.

Rebuttal

Kevin Schneidmiller, Schneidmiller Brothers, Applicant

The applicant declined to present a formal rebuttal to the public testimony but offered clarifications and responses to specific concerns raised by residents and council members. Mr. Schneidmiller reaffirmed that the proposed subdivision adhered strictly to the requirements outlined in the 2021 development agreement, which limits multifamily housing to two stories and caps total residential units at 1,400. He emphasized that the project is designed to align with the City's Comprehensive Plan, zoning ordinances, and subdivision regulations.

Regarding concerns about the proposed 55+ age-restricted community, Mr. Schneidmiller reiterated that the 70-acre portion of the subdivision designated for this demographic would include a mix of single-family detached homes and two-story multifamily units. He acknowledged residents' concerns about enforceability and noted that the age-restricted designation would comply with Idaho state law and federal housing regulations for 55+ communities. He emphasized that the multifamily units within this area are specifically designed for older adults, with features such as elevators to improve accessibility.

Addressing traffic concerns, Mr. Schneidmiller deferred to city staff's analysis, which determined that projected traffic levels remained within acceptable limits. He emphasized that the development would be built in phases over a 10-to-15-year period, allowing infrastructure improvements to keep pace with growth. He also highlighted the planned integration of traffic-calming measures, such as intersection bulbs and enhanced pedestrian pathways, to mitigate the impact on local roads. On the topic of schools, Mr. Schneidmiller pointed to the memorandum of understanding (MOU) signed with the Post Falls School District, which reserves a site within the subdivision for potential future use as a school. He noted that this agreement demonstrated the developer's commitment to addressing potential impacts on local schools and supporting the community's long-term needs.

In response to allegations of misleading information from realtors, Mr. Schneidmiller stated that the developer cannot control statements made by independent realtors or third-party sales agents. However, he emphasized that the project's zoning and development plans have been publicly available and consistent since the 2021 approval of the development agreement. He expressed confidence that the subdivision's design appropriately balances housing diversity, neighborhood compatibility, and adherence to city planning standards.

Mr. Schneidmiller concluded by expressing his willingness to answer additional questions from council members. He requested that the council deny the appeal and uphold the Planning and Zoning Commission's decision, emphasizing that the project complies with all legal requirements and contributes positively to the city's long-term development goals. He stressed that the subdivision is designed to provide diverse housing options while preserving the integrity and character of the surrounding community.

Questions to Staff by the Council

Following public testimony, council members asked several detailed questions of city staff to clarify issues raised by the public and ensure a comprehensive understanding of the proposed subdivision's compliance with city codes, infrastructure capacity, and planning processes. The questions primarily addressed concerns about traffic, public notice requirements, and zoning compliance.

Deliberations: The Mayor closed the hearing upon completion, and the Council progressed to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in PFMC § 17.12.060.

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

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

The Council finds that the proposed subdivision has made adequate provisions for water supply. Testimony and the staff report confirmed that water services will be provided by the City of Post Falls west of Syringa Road and the Ross Point Water District east of Syringa Road. Both providers have the capacity to meet the needs of the subdivision as evidenced by the will-serve letters included in the application materials. There was no evidence presented during the hearing to suggest inadequacies in the quantity or quality of water available for the development.

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

The Council finds that adequate provisions have been made for public sewage services. The City of Post Falls will provide sewer services for the entire subdivision. Staff confirmed that the municipal sewer system has sufficient capacity to handle the anticipated flows generated by the subdivision. No contradictory evidence was provided during public testimony.

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

The Council finds that the proposed streets are consistent with the transportation element of the Comprehensive Plan. Testimony by the City Engineer, Rob Palus, indicated that Syringa Street, classified as a minor collector, is currently handling traffic volumes well below its capacity. Modeling showed that projected traffic levels will remain within acceptable limits even after full buildout of the subdivision. Prairie Avenue is operating at 57% of its capacity and is scheduled to be widened to five lanes by 2035. The subdivision includes traffic-calming measures, such as intersection bulbs and

pedestrian pathways, to mitigate potential impacts. While public testimony raised concerns about traffic congestion, no evidence was presented to suggest the proposed streets are inconsistent with the transportation plan.

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

The Council finds that no areas within the proposed subdivision involve soil or topographical conditions that present hazards. Staff confirmed during the hearing that there are no known hazards on the site, and no testimony or evidence was provided to the contrary.

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

The Council finds that the subdivision is zoned appropriately for the proposed use and conforms to applicable requirements. The area is zoned Residential Mixed (RM), and the development complies with the 2021 development agreement, which limits multifamily buildings to two stories and caps total units at 1,400.

Testimony confirmed that the subdivision also meets requirements for lot sizes, open space, and midblock walkways. Concerns raised by residents regarding the appropriateness of multifamily housing near single-family neighborhoods were noted, but the subdivision remains consistent with its zoning designation and development agreement.

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

The Council finds that the developer has made adequate plans to address the community's share of costs for services. Impact fees will be collected to fund infrastructure improvements, including the widening of Prairie Avenue and potential upgrades to other nearby intersections. The developer will also construct frontage improvements along Prairie Avenue and install traffic-calming features within the subdivision. Furthermore, the developer has signed a memorandum of understanding (MOU) with the Post Falls School District, reserving a potential site for a future school. Testimony from staff confirmed compliance with all applicable mitigation requirements.

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

1. Corrections and additions if any, to the Subdivision requested by staff and/or the Planning and Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision will be completed in multiple phases. Sequencing of phases shall account for utility and emergency access needs.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. Submitted Preliminary Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
5. Except where an exception is granted, all streetlights and roadways shall be designed and

- constructed in accordance with City standards. No exceptions were requested.
6. The intersection of Prairie Ave. and Syringa Street shall be constructed as a ¾ - Turn restricted access.
 7. All alleys will be owned and maintained by the HOA.
 8. A private association shall be responsible for maintenance of Community common areas, and all open space tracts and associated improvements and amenities within such; including snow removal from sidewalks and the irrigation and maintenance of swales and right-of-way landscaping along Idaho St. and Prairie Ave.
 9. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
 10. Residential access to Penrose Ave. and Syringa St. shall be restricted on the plat.
 11. Residential and commercial access to Prairie Ave. shall be restricted on the plat.
 12. Residential access to Idaho St. shall be restricted on the plat.
 13. All stormwater swales within any tract, receiving stormwater from public rights-of-way, shall include the appropriate easement to the City of Post Falls allowing for treatment, storage, and disposal of storm water.

D. CONCLUSION

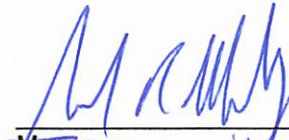
SUBD-23-7: Based on the record placed before the Council, the testimony received at the properly noticed public hearing, and with the imposition of the conditions above, it is the conclusion of the Post Falls City Council that the requested subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved subject to the applicant complying with the conditions contained herein:

12-3-24

Date



Attest


Mayor Council President

NOTICE OF RIGHTS:

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

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

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

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

DEVELOPMENT AND ZONING AGREEMENT
North Place East Residential Mixed (RM) Zone Change
(File No. ANN-0007-2020)

THIS AGREEMENT is made this 5th day of Oct, 2021, 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 **Schneidmiller Bothers, INC.**, an Idaho Corporation company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at PO Box 3477, Coeur d'Alene, ID 83816.

WHEREAS, Schneidmiller Brothers, INC., (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") within the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to change the zoning designation from Single Family Residential (R-1) to Residential Mixed (RM) and develop within the City consistent with this agreement; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property to the Residential Mixed (RM) zone 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 rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located south of Prairie Avenue, east of Idaho Rd., west of Greensferry Rd.; and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public

agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws 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 and comply with City submittal standards. 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, conforming with City submittal standards, of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner 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, 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 grants of rights of way and easements to the City at the time of platting, according to the following:
- 4.1.1. Idaho Street (Minor Arterial) – 95 Foot right-of-way (measured from existing western right-of-way line) with a 15 Foot Easement dedicated to the City of Post Falls for Sidewalk, drainage, and utility purposes.
- 4.1.2. Penrose Avenue (Major Collector) – 75 Foot right-of-way (minimum) with a 15 Foot Easement on the north and 10-foot easement on the south. Easement shall be dedicated to the City of Post Falls for Sidewalk, drainage, and utility purposes. The right-of-way dedication increases to 85 feet where a center roadway landscape island or center turn lane is provided.
- 4.1.3. Syringa Street (Minor Collector – City Standard SD 2003)
- 4.1.4. Local Access Roadway (Local Residential – City Standard SD 2001) from Penrose Ave. heading northeasterly towards Killdeer Ave. 70' right-of-way with 36-foot paved road width. The right-of-way width may be reduced by 10-feet if appropriately located community swales are used in place of continuous street side swales. (sidebar: the 70' right-of-way with a 36-foot street width is from City Code 17.28.040.B, along with the ability to reduce by 10-feet as noted with note 1 of the same referenced City Code Section.
- 4.1.5. Alleys (Private) – if alleyways are designed with a center crown, stormwater treatment facilities can be negated as the available landscaping along the edge of the alley will handle treatment and infiltration of stormwater. When alleys are designed with an inverted crown (center channel), the concentrated flows with the stormwater from the public rights-of-way creates a larger long-term cost to the City for mitigation of failing stormwater facilities.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit of the City's then currently adopted Impact Fees because of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, 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 Section 4.2. 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. DEVELOPMENT OF THE PROPERTY

- 5.1. Midblock Walkways: A pedestrian access easement or tract must be provided at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding six hundred feet (600') in length, or in any block of lesser length which is adjacent to an arterial or collector roadway to provide pedestrian circulation and access within and to surrounding neighborhoods, schools, playgrounds, shopping centers, transportation lines and other community facilities. The required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.
- 5.2. Limitation to Development: Owner agrees that the Property will be developed in compliance with the City's zoning regulations and have a density cap of 1400 dwelling units and be completed consistent with the intent of the conceptual plan (Exhibit A-3). Additionally, Owner agrees to comply with the additional restrictions contained in this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 5.2.1 All primary structures constructed on lots less than 30' in width shall front a public street and be rear loaded.
- 5.2.2 Rear loaded duplex lots shall be minimum of 40' in width.
- 5.2.3 Front loaded duplex lots must be a minimum of fifty feet (50') wide.
- 5.2.4 Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50') measured at the front setback line.
- 5.2.5 Duplexes that do not provide a garage must provide a minimum of a 10' X 20' parking area (covered or uncovered) adjacent to each unit set behind the building principal plane of the building.
- 5.2.6 The primary entrances for duplexes or single-family residential structures shall front the addressed public or private street.
- 5.2.7 No more than 65% of the primary residence(s) shall be occupied by garage(s) along the massing of the front façade. Garage area to be measured from inside the side walls to the top plate line of the garage.
- 5.2.8 Detached garages shall be set back from the front plane of the primary residence at a minimum of 15'.
- 5.2.9 The enhanced corridor depicted within Exhibit A-6 shall be completed generally consistent as submitted.
- 5.2.10 Multi-family uses are limited to two stories.
- 5.3 Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B", which depicts the general disposition of uses and infrastructure on the Property. The parties agree that the

location of major public infrastructure such as collector and arterial streets through the Combined Property cannot be relocated in a manner inconsistent with Exhibit "B" without written approval of the City Council evidenced by an amendment to this Agreement. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B". The Owner agrees on behalf of itself, its successors and assigns, that if the Owner submits building or other development plans that do not comply with this Section, that the City may withhold approval of such building or other development permits and 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. In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B", the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.12.

- 5.4 Site Access: Individual Residential Lot Access for vehicles to/from Prairie Avenue, Idaho Street, Syringa Avenue or Penrose Avenue will be prohibited on the face of the Plat.
- 5.5 Homeowners Association: A homeowner's association must be formed for the subdivision and be responsible for the following items:
 - 5.5.1 Maintenance of Community Common Areas and all open space tracts and associated improvements and amenities within such. This includes clearing of snow from sidewalk and trails, along with irrigation Street Trees and other landscaping areas.
 - 5.5.2 Maintenance of stormwater swales, planting strips, sidewalks, trails, and right-of-way landscaping areas along Prairie Avenue, Penrose Avenue, Syringa Street and Idaho Street
 - 5.5.3 Private Alley maintenance

ARTICLE VI. FEES

- 6.1. 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), annexation fees, 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.

ARTICLE VII. MISCELLANEOUS

- 7.1. 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.
- 7.2. Default: 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 terminate this Agreement in its sole judgment and pass an ordinance rezoning the property to the pre-

existing zone or otherwise rezone the Property. Execution of this Agreement by the Owner will be deemed to be written consent to rezone the Property should the Owner default on this Agreement. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for declaring a default of this Agreement and rezoning the Property as allowed by this Section.

- 7.3. 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.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' related to the approval of the RM zone 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.
- 7.6. 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.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. 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.
- 7.9. 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.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the

7.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

7.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

SCHNEIDMILLER BROTHERS, INC.

By: 
Gary T. Schneidmiller, President

Page 140 of 173



[Signature]

Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 10.12.24

STATE OF IDAHO)

: ss

County of Kootenai)

On this 25 day of August, 2021, before me, a Notary for the State of Idaho, personally appeared **Gary T. Schneidmiller**, President of Schneidmiller Brothers, Inc., known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

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



[Signature]

Notary Public for the State of Idaho
Residing at: COEUR D'ALENE ID
Commission Expires: August 19, 2022

Legal Description
For
NorthPlace East Rezone
(12-9-20)
(Revised 1-7-21)
(Revised 1-14-21)

All of Lots 2 thru 5, Lots 11 thru 15, Lots 18 thru 22, and Lots 27 thru 31 of Post Falls Irrigation Tracts, Recorded in Book C of Plats, Page 78, together with all Rights of Way lying adjacent to said Lots and together with that portion of the Northwest Quarter of Section 26, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, lying Northwesterly of said Post Falls Irrigation Tracts.

EXCEPT Idaho Street and Prairie Avenue Rights of Way.

ALSO EXCEPT portions of Lots 22 and 27 of said Post Falls Irrigated Tracts, and a portion of the Northwest Quarter of said Section 26, described as follows:

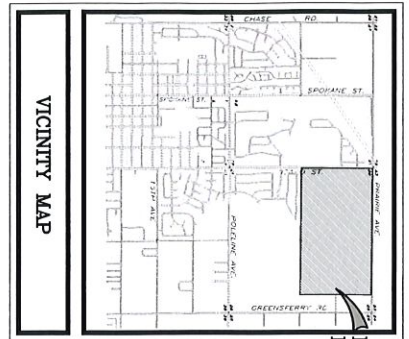
COMMENCING at the West Quarter corner of said Section 26; thence S88°48'49"E along the South Line of the Northwest Quarter of said Section 26 a distance of 30.00 feet to the Easterly Right of Way Line of Idaho Road and the POINT OF BEGINNING; thence N00°39'55"E along said Right of Way line a distance of 585.14 feet; thence leaving said Right of Way Line S56°04'36"E a distance of 64.93 feet; thence S70°43'20"E a distance of 60.97 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 589.17 feet and a chord bearing and distance of N68°10'03"E, 343.48 feet; thence Northeasterly along said curve through a central angle of 33°53'44" an arc distance of 348.54 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 435.50 feet and a chord bearing and distance of N42°02'21"E, 41.39 feet; thence Northeasterly along said curve through a central angle of 05°26'49" an arc distance of 41.40 feet to the beginning of a reverse curve concave to the Southeast and having a radius of 1097.50 feet and a chord bearing and distance of N45°11'39"E, 224.80 feet; thence Northeasterly along said curve through a central angle 11°45'24" an arc distance of 225.20 feet; thence N52°40'12"E a distance of 57.00 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 897.50 feet and a chord bearing and distance of N57°42'39"E, 102.73 feet; thence Northeasterly along said curve through a central angle of 6°33'43" an arc distance of 102.79 feet to the beginning of a compound curve concave to the Southeast and having a radius of 510.00 feet and a chord bearing and distance of N74°21'39"E, 235.85 feet; thence Northeasterly along said curve through a central angle of 26°44'17" an arc distance of 238.00 feet to the beginning of a reverse curve concave to the North and having a radius of 941.50 feet and a chord bearing and distance of N84°56'38"E, 91.53 feet; thence Easterly along said curve through a central angle of 05°34'20" an arc distance of 91.56 feet to the beginning of a reverse curve concave to the South and having a radius of 858.50 feet and a chord bearing and distance of S88°28'15"E, 279.59 feet; thence Easterly along said curve through a central angle of 18°44'35" an arc distance of 280.84 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 4107.32 feet and a

chord bearing and distance of S87°31'52"E, 62.64 feet; thence Southeasterly along said curve through a central angle of 00°52'26" an arc distance of 62.64 feet to the beginning of a compound curve concave to the Southwest and having a radius of 3420.03 feet and a chord bearing and distance of S85°57'56"E, 134.74 feet; thence Southeasterly along said curve through a central angle of 02°15'27" an arc distance of 134.75 feet to the beginning of a compound curve concave to the Southwest and having a radius of 3289.68 feet and a chord bearing and distance of S84°06'16"E, 84.07 feet; thence Southeasterly along said curve through a central angle of 01°27'51" an arc distance of 84.07 feet to the beginning of a reverse curve concave to the North and having a radius of 478.17 feet and a chord bearing and distance of S88°35'22"E, 86.96 feet; thence Easterly along said curve through a central angle of 10°26'02" an arc distance of 87.08 feet to the beginning of a reverse curve concave to the South and having a radius of 551.08 feet and a chord bearing and distance of N89°36'36"E, 65.68 feet; thence Easterly along said curve through a central angle of 06°49'57" an arc distance of 65.72 feet; thence S86°58'25"E a distance of 9.02 feet; thence S87°12'45"E a distance of 9.02 feet; thence S88°12'18"E a distance of 65.95 feet; thence S00°55'18"W a distance of 32.50 feet; thence S12°29'33"E a distance of 47.26 feet; thence S05°08'07"W a distance of 43.73 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 3536.31 feet and a chord bearing and distance of S13°30'26"E, 82.80 feet; thence Southeasterly along said curve through a central angle of 01°20'30" an arc distance of 82.80 feet to the beginning of a compound curve concave to the Southwest and having a radius of 732.50 feet and a chord bearing and distance of S01°27'09"E, 289.16 feet; thence Southeasterly along said curve through a central angle of 22°46'04" an arc distance of 291.08 feet to the beginning of a non-Tangent curve concave to the Southeast and having a radius of 2585.03 feet and a chord bearing and distance of S10°18'03"W, 98.90 feet; thence Southwesterly along said curve through a central angle of 02°11'32" an arc distance of 98.91 feet to the beginning of a compound curve concave to the Southeast and having a radius of 2267.50 feet and a chord bearing and distance of S06°38'19"W, 203.05 feet; thence Southwesterly along said curve through a central angle of 05°07'56" an arc distance of 203.11 feet; thence S22°36'42"E a distance of 85.03 feet; thence S00°12'15"W a distance of 143.75 feet to intersection with the South Line of said Northwest Quarter; thence N88°48'49"W along said South Line a distance of 1895.25 feet to the POINT OF BEGINNING.

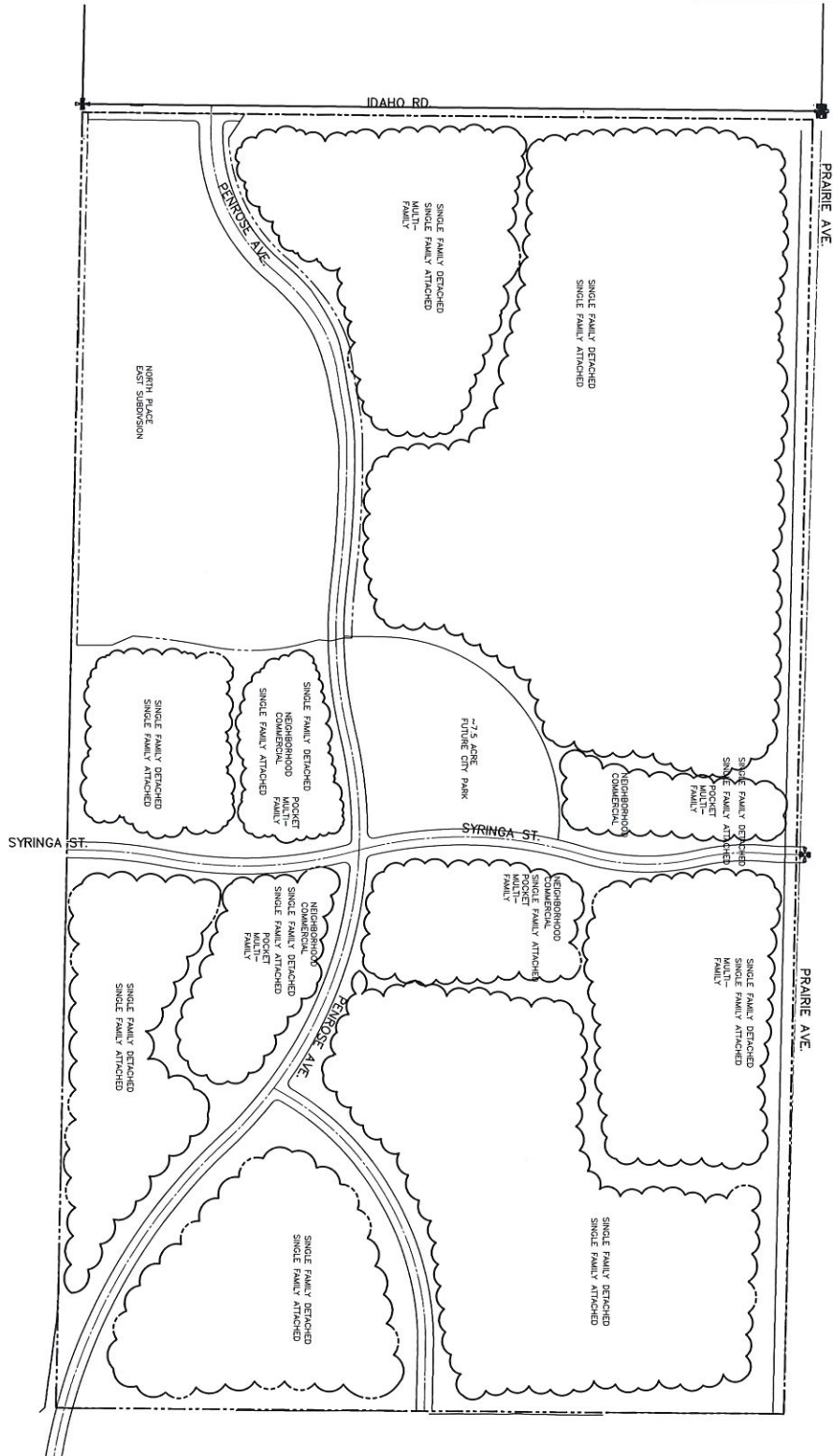
Subject to all easements of record

Containing 239.63 Acres more or less





PROJECT
LOCATION



Greenstone
 HOMES & LANDSCAPING
 1000 N. 10th St.
 Post Falls, ID 83854
 Phone: (208) 765-5888
 Fax: (208) 765-5887

GRAPHIC SCALE
 0 100 200 400
 (IN FEET)
 1 inch = 200 ft.

ZONE CHANGE MAP
 FOR
 NORTH PLACE EAST
 CITY OF POST FALLS
 KOOTENAI COUNTY, IDAHO
 SHEET 1 OF 1

Legal Description
For
Northplace East 2024 Preliminary Subdivision

Tracts 2 thru 5, Tracts 11 thru 15, Tracts 18 thru 21, and Tracts 28 thru 31 of Post Falls Irrigation Tracts, Recorded in Book C of Plats, Page 78, together with all Rights of Way lying adjacent to said Tracts.

TOGETHER with that portion of the Northwest Quarter of Section 26, Township 51 North, Range 5 West, Boise Meridian lying Northwesterly of Northplace East, Recorded in Book L of Plats, Pages 615 thru 615C and Northplace East 1st Addition, recorded in Book L of Plats, Pages 782 thru 782B.

ALSO TOGETHER with a portion of Tracts 22 and 27 of said Post Falls Irrigation Tracts, lying Northerly and Easterly of said Northplace East 1ST Addition.

EXCEPT Idaho Street and Prairie Avenue Rights of Way.

Subject to all easements of record

Containing 238.53 Acres more or less

Situate in the City of Post Falls, Kootenai County, Idaho,



**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 1/7/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: FY 2025 Budget Amendment No. 2

ITEM AND RECOMMENDED ACTION:

This is a public hearing to take public comment on a proposed amendment to the approved Fiscal Year 2025 budget to carry over items and projects not completed in FY 2024. Staff requests that the City Council approve budget amendment #2 and direct staff to bring a budget amendment ordinance to a future council meeting for adoption.

DISCUSSION:

Budget Amendment # 2 for Fiscal Year 2025 is proposed to approve the following carry over items and projects that were not accomplished during fiscal year 2024. Approval of this item will reallocate the funding for these items/projects from the FY '24 budget into the FY '25 budget so the funds can be expended on the projects as originally contemplated. If approved, staff will bring an ordinance adopting this budget amendment to a future council meeting.

Urban Forestry

Vehicle body unfit for flatbed: \$26,715

Parks

Robotic mowing equipment: \$63,091

Vehicle Upfit: \$24,257

Maintenance truck with utility bed: \$65,000

Well replacement project at Q'emiln and Singing Hills Irrigation: \$365,241

Street

Street constructions - Seltice Street Project: \$1,900,000

Wastewater - WWTP Fund

WRF Secondary Improvements (Solids Handling Improvements): \$449,790

Lundy Blvd. Waterline Extension: \$115,600

Water Fund

Well 4 Rehabilitation Construction: \$1,000,156

Water Capital Fund

Westwood Water Distribution Project: \$1,090,136

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

General Fund: \$2,444,304

Wastewater Capital - WWTP Fund: \$565,390

Water Fund: \$1,000,156

Water Capital Fund: \$1,090,136

Total: \$5,099,986

BUDGET CODE:

ATTACHMENTS:

1. Budget Amendment 2 FY 2025

CITY OF POST FALLS
AMENDING THE BUDGET AND APPROPRIATION ORDINANCE

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of an amendment to the 2024-2025 fiscal year budget by appropriating additional monies received by the City of Post Falls, said hearing to be held at City Hall at 6:00 p.m. on the 7th day of January, 2025.

PROPOSED EXPENDITURES

	Proposed FY 2024-2025
GENERAL FUND:	
STREETS	\$ 1,900,000
URBAN FORESTRY	\$ 26,715
PARKS	\$ 517,589
SUBTOTAL-GF DEPT EXPEND	<u>\$ 2,444,304</u>
TOTAL GENERAL FUND	<u>\$ 2,444,304</u>
ENTERPRISE FUNDS:	
SEWER - COLLECTOR	\$ 565,390
WATER (OPERATING)	\$ 1,000,156
WATER CONSTRUCTION	\$ 1,090,136
TOTAL ENTERPRISE FUND EXP.	<u>\$ 2,655,682</u>
TOTAL ALL FUND EXPENDITURES	\$ 5,099,986

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:	
FUND BALANCE REBUDGETED	\$ 2,444,304
ENTERPRISE FUNDS:	
FUND EQUITY REBGTD./BOND	\$ 2,655,682
TOTAL ENTERPRISE FUND RESOURCES	<u>\$ 2,655,682</u>
TOTAL ALL ESTIMATED RESOURCES	\$ 5,099,986

Expenditure of the monies will be in accordance with the provisions by the Funding source and will not affect property taxes.

Dated: December 17th, 2024.

City Treasurer

Publish: December 27th 2024 and January 3rd, 2025.

**FY 2025
CITY OF POST FALLS
PROPOSED BUDGET AMENDMENT #2**

DESCRIPTION	ACCT #	AMOUNT	DESCRIPTION	ACCT #	AMOUNT
1 Robotic mowing equipment	001-443.0000.90010	\$ 63,091.00	Carryover - designated	001-410.1920.37201	\$ 63,091.00
2 Vehicle Upfit	001-443.0000.90010	\$ 24,257.00	Carryover - designated	001-410.1920.37201	\$ 24,257.00
3 Maintenance truck with utility bed	001-443.0000.90010	\$ 65,000.00	Carryover - designated	001-410.1920.37201	\$ 65,000.00
4 Well replacement project at Q'emiln and Singing Hills Irrigation	001-443.0000.94180	\$ 365,241.00	Carryover - designated	001-410.1920.37201	\$ 365,241.00
5 Vehicle body upfit flatbed	001-441.0000.90010	\$ 26,715.00	Carryover - designated	001-410.1920.37201	\$ 26,715.00
6 Street constructions - Seltice Street Project	001-431.0000.95040	\$ 1,900,000.00	Carryover - designated	001-410.1920.37201	\$ 1,900,000.00
7 WRF Secondary Improvements (Solids Handling Improvements)	651-463.3124.95520	\$ 449,790.00	Carryover - designated	651-463.1920.37201	\$ 449,790.00
8 Lundy Blvd. Waterline Extension	651-463.6505.95520	\$ 115,600.00	Carryover - designated	651-463.1920.37201	\$ 115,600.00
9 Westwood Water Distribution Project	753-462.3225.95500	\$ 1,090,136.00	Carryover - designated	753-462.1920.37201	\$ 1,090,136.00
10 Well 4 Rehabilitation Construction	750-462.3227.95550	\$ 1,000,156.00	Carryover - designated	750-462.1920.37201	\$ 1,000,156.00
		<u>5,099,986</u>			<u>\$ 5,099,986.00</u>
					.
Subtotals		5,099,986			\$ 5,099,986.00
					\$ -

City Administrator _____ Date _____
**Approves to advertise for Public Hearing*

Corbin Lift Station Staff Report

Jaxon Fleshman
Project Manager, Public Works
January 7, 2025

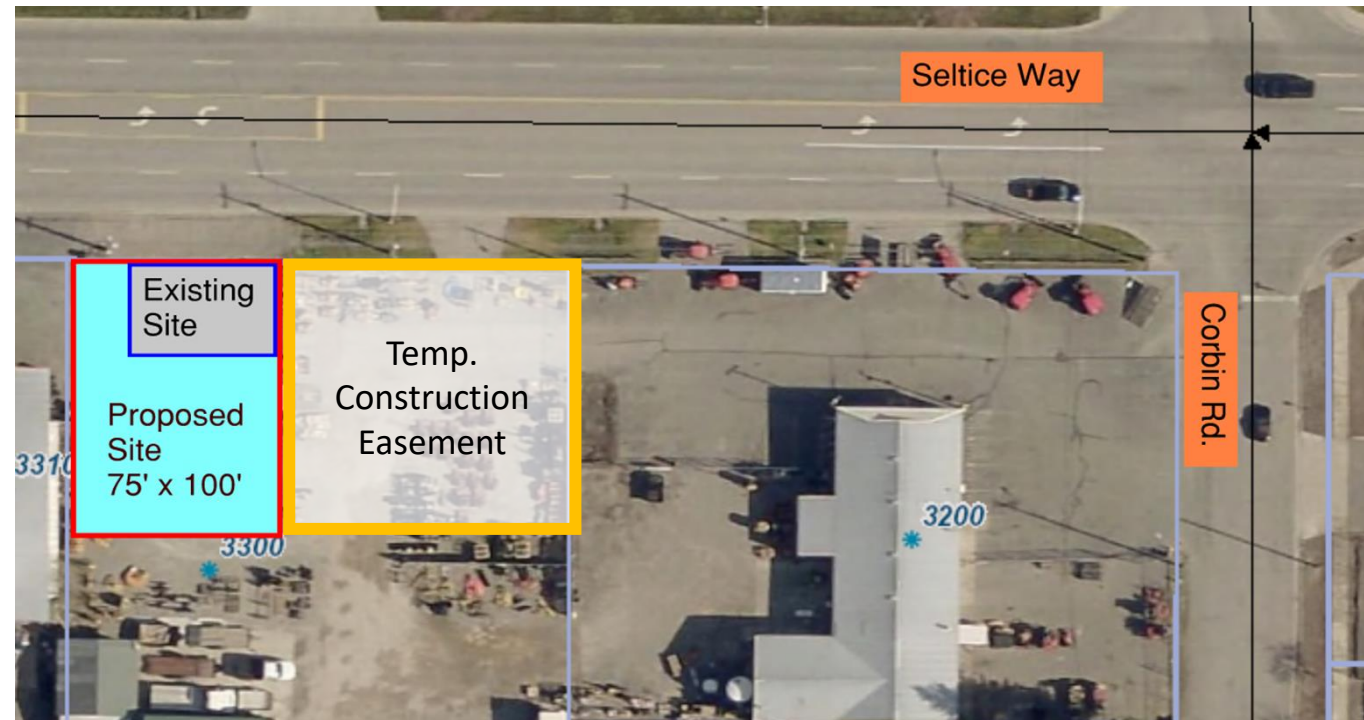


Project Background

- Originally constructed in 1987.
- 2019 Collections System Master Plan
- Limited site access and low reliability station.

Project Background Cont.

- Negotiated property purchase & temporary construction easement.



Project Background Cont.

Lift station replacement:

- Increased size of wet well
- Added overflow emergency Storage
- Constructed a new electrical control building
- Replaced site generator for Backup Power
- Improvements to the Odor Control system

Timeline Summary

- Design: April 2022
- Bid & Award: July 2023
- Project Kick Off: September 2023
- Construction Began: February 2024
- Substantial Completion: September 2024

Budgetary Summary

- Welch Comer Engineering & Construction Management Agreement:
 - Original: \$346,100.00
 - Amendments 1 & 2: \$ 48,000.00 (12%)
 - Final: **\$394,100.00**
- La Riviere Construction Contract:
 - Original: \$1,615,451.50
 - Change Orders: \$ 71,307.67 (4.4)%
 - Final: **\$1,686,759.17**

Budgetary Summary

- Welch Comer Engineering & Construction Management Agreement:
 - Original: \$346,100.00
 - Amendments 1 & 2: \$ 25,500.00 (6.9%)
 - Final: **\$368,600.00**
- La Riviere Construction Contract:
 - Original: \$1,615,451.50
 - Change Orders: \$ 71,307.67 (4.4)%
 - Final: **\$1,686,759.17**

Budgetary Summary

- 2019 Master Plan Cost: \$1,220,000
 - Planning Level Cost, +100%/-50%
 - Escalated Cost: \$1.63M in 2024 (at 5% inflation)
- 2023 Engineers Estimate: \$2.10M (at time of bid)
 - Design: \$346,100
 - Construction: \$1.76M
- 2024 Actual: \$2.06M

Progress Photos



Progress Photos



Progress Photos



Before and After





Questions?

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 1/7/2025

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, Deputy City Administrator
SUBJECT: FY 2026 Budget Process

ITEM AND RECOMMENDED ACTION:

This staff presentation is intended to outline the process for preparing the draft Fiscal Year 2026 budget. No action is required at this time.

DISCUSSION:

City staff has begun preliminary work on the fiscal year 2026 budget and is seeking input on council priorities for the upcoming budget year as well as input on the budget process. Currently, staff is planning a 2-hour city council workshop for February 20, 2025 to establish broad budget priorities.

Because estimated revenue data will not be available until late spring/early summer, this workshop will not focus on funding but rather on priorities. Staff is requesting that each council member email city administration with any "big picture" budget priorities by January 31, 2024. Staff will use their understanding of city needs to present a ranked list of priorities for discussion at the February 20th workshop where council will be asked to re-rank those priorities. Staff will use those priorities when preparing the draft budget.

After establishing budget priorities, each council member is asked to provide specific budget requests, with approximate funding amounts, by March 31, 2025 for potential inclusion in the draft budget. Staff will incorporate those requests into a draft budget proposal for evaluation by the full council at a second 2-hour workshop scheduled for May 15, 2020. Staff will revise the draft budget following the workshop based on council feedback. Additional revisions will continue to occur as additional funding information is received from the state and county.

Further workshops and presentations will be scheduled as necessary.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

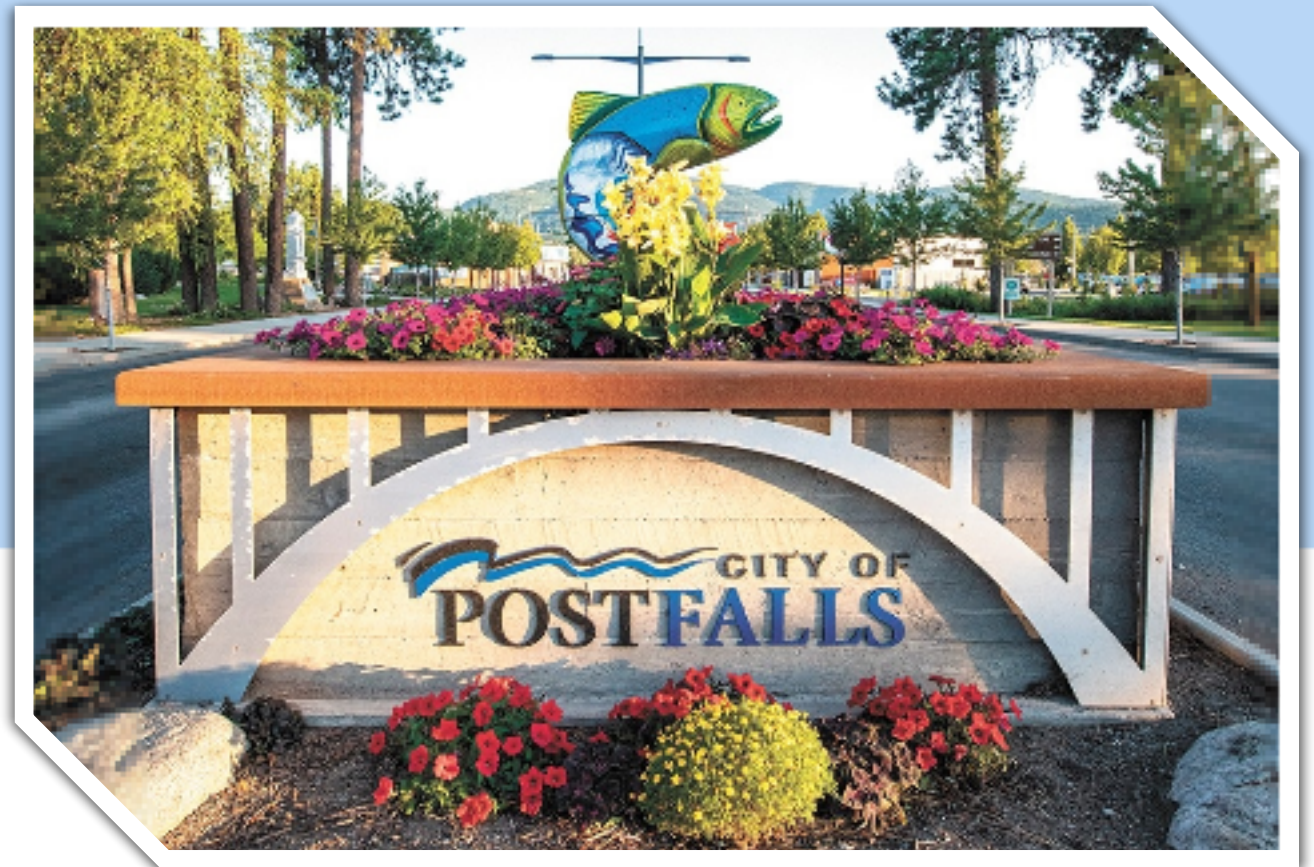
N/A

ATTACHMENTS:

1. 2024.12.27 January Budget Process Staff Presentation

2026 Budget Process

Warren Wilson
January 7, 2025



Introduction

- Time to start preparing FY 2026 Budget
 - Outline Key Spring Budget Dates & Processes
 - Request “Big-Picture” Budgeting Ideas
 - Request Feedback on Dates/Processes
-
- Goal: Gain Insight To Refine Budget Process

Big Picture Ideas

- By Jan. 31st:
 - Provide your “big picture” budget priorities for FY '26
- High level focus – without focusing on \$\$\$
- “Big picture” examples:
 - “Retain experienced staff”
 - “More aggressive street repair”
 - “Increase park access”
 - “Focus on law enforcement”

Feb 20th 2-Hour Workshop

- Staff will present ranked list of “big picture” priorities to guide budget preparation.
 - Ranked priority list based on council ideas & staff understanding of operational needs
- Council Exercise: Re-prioritize list to reflect the full council’s priorities

Council Budget Requests

- By March 31st:
 - Provide any requests for specific budget programs/initiatives for FY '26
 - Include approx. amount of funding requested
 - Include explanation of how program meets established council priorities
- More refined focus - with approximate costs for potential inclusion in budget
- Budget program/initiative examples:
 - Create citizen newsletter- \$50,000
 - Increase street repair fund - \$250,000
 - Hire additional police officer - \$125,000

May 15th 2-Hour Workshop

- Staff will present draft budget outlining department needs
 - Draft budget guided by council budget priorities
- Council Exercise: Reallocate funding dollars with potential additions or subtractions from budget
- Following workshop, staff will revise draft budget to reflect council's directions

Planned Process

Jan. 31st:	Council members submit “big picture” ideas
Feb.:	Department line-item adjustments due to Finance
Feb. 20th:	2-hour budget priorities workshop
Mid-Mar.:	Department budget requests due
Mid-Mar.:	Department head budget discussion(s)
Mar. 31st:	Council member budget requests due
April:	Staff prepares draft budget
May 15th:	2-hour draft budget review workshop

Planned Process

- Continued budget revisions following workshop:
 - Council feedback
 - State revenue projections
 - Sales tax distribution
 - Liquor tax distribution
 - Transportation distribution
 - County property valuations/new construction data
- Additional workshops and presentations as necessary
- Budget Hearing on August 19th

Questions?

