CITY OF POST FALLS

CITY COUNCIL MEETING AGENDA

February 18, 2025 6:00 PM

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

WORKSHOP - 5:00 PM, 2nd Floor Conference Room

a. Habitat for Humanity & Affordable Housing

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, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

a. Reappointment of Ray Kimball and Bobby Wilhelm to the Planning and Zoning Commission

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 – February 4th, 2025, City Council Meeting

b. Payables 2/5/25-2/18/25

c. Minutes - January 28 2025, City Council, Planning & Zoning, Urban Renewal Agency Joint Workshop

d. December Cash and Investments Report

e. Mongeau Meadows 1st Addition Master Development Agreement (SUBD-24-2)

f. Foxtail 12th Addition Subdivision Construction Improvement Agreement

g. Acceptance of 16th Ave. Rights of Way & Easement for Mongeau Meadows Annexation (ANNX-24-3)

h. Mongeau Meadows 1st Addition Subdivision Construction Improvement Agreement

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. Early Dawn & Zorros Annexation File No. ANNX-24-1

b. Poleline & Zorros Annexation File No. ANNX-24-2

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:

a. Fiscal Year 2025 Budget Amendment #2

b. Ordinance on Police Access in Exigent Circumstances

c. Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices

d. Mongeau Meadows 2024 Annexation Ordinance

e. Water Reclamation Facility Tertiary Treatment Project, J-U-B Contract Amendment

f. Water Reclamation Facility Tertiary Treatment Project, PAC Contract Amendment

4. NEW BUSINESS

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

ACTION ITEMS:

a. Consultant Pre-Selection 2025-2026

b. Bid Award & Approval to Purchase (2) Replacement Dump Trucks

c. Professional Services Agreement with Welch Comer & Assoc - Chase Road, Wheatland to Grange

d. Contract Amendment for the SH-41 and Poleline Gravity Sewer Replacement

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. I90 and SH41 Interchange Status

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.

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, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

Habitat for Humanity® of North Idaho

Housing Regulations and Affordability

James Casper

Executive Director

Habitat's Model

- Non-profit Developer
  - Profit and other costs removed from the sales price.
  - Project value returned to the mission at closing.
- Monthly Payment Estimates for Units Including Water, Sewer, Garbage, Snow, Lawn, and Long-Term Maintenance
  - 1 Bedroom Condo $900
  - 2 Bedroom Condo $1380
  - 3 Bedroom Condo $1570
  - 4 Bedroom Condo $1930
  - 5 Bedroom Condo $2090

Options for Regulatory Relief

- Reduction in Application Fees.
- Reduced Construction Design Requirements.
- Reduce Setbacks, Greenspace, and other requirements.
- Delay Collection of Fees.
- Allow increased building height and density.
- Subsidy based on income level.

National Association of Homebuilders – Special Study for Housing Economics

A. DURING LOT DEVELOPMENT

	Regulation as a % of *House Price*	
	Average When Present	Average Across All Lots
Cost of applying for zoning approval	1.7%	1.6%
Hard costs of compliance (fees, required studies, etc.)	3.0%	3.0%
Land dedicated to the govt. or otherwise left unbuilt	2.9%	2.8%
Standards (setbacks, etc.) that go beyond the ordinary	2.6%	2.3%
Complying with OSHA/other labor requirements	0.5%	0.5%
Pure cost of delay (if regulation imposed no other cost)	0.4%	0.4%
All Regulation During Development	**10.5%**	**10.5%**

B. DURING CONSTRUCTION OF THE STRUCTURE

	Regulation as a % of *House Price*	
	Average When Present	Average Across All Lots
Fees paid by the builder after purchasing the lot	3.4%	3.1%
Changes to building codes over the past 10 years	6.7%	6.1%
Architectural design standards beyond the ordinary	4.8%	2.7%
Complying with OSHA/other labor requirements	1.5%	1.1%
Pure cost of delay (if regulation imposed no other cost)	0.3%	0.2%
All Regulation During Construction of the Structure	**13.5%**	**13.3%**
TOTAL COST OF REGULATION		**23.8%**

Collected from NAHB member survey responses.

Highlights are items most directly impacted by local regulatory practices, which account for 8.3% of the total sales price of a home averaged across all units sold across all jurisdictions.

Questions

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Reappointment of Ray Kimball and Bobby Wilhelm to the Planning and Zoning Commission

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ITEM AND RECOMMENDED ACTION:
Reappoint Ray Kimball and Bobby Wilhelm to the Planning and Zoning Commission

DISCUSSION:
The mayor requests confirmation of the reappointment of Ray Kimball and Bobby Wilhelm to the Planning and Zoning Commission. Council requested an opportunity to ask questions prior to the reappointment and two questions were provided. The answers to the submitted questions are attached.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
At the previous meeting, Council requested the opportunity to ask questions.

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Ray Kimball P&Z Appointment Questions
2. Bobby Wilhelm P&Z Questions

From:	Nancy Thurwachter
To:	Warren Wilson; Robert Seale
Cc:	Shelly Enderud; Rhiannon O Neill; Jon Manley
Subject:	FW: P&Z Appointment Questions
Date:	Tuesday, February 11, 2025 4:48:46 PM
Attachments:	image001.png

Below is the response we received from Ray Kimball.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

From: Ray Kimball <rkimball@whipplece.com>
Sent: Tuesday, February 11, 2025 4:38 PM
To: Nancy Thurwachter <nthurwachter@postfalls.gov>
Cc: Jon Manley <jmanley@postfalls.gov>
Subject: RE: P&Z Appointment Questions

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

1. Maybe. That would largely depend on how the change is crafted and where it's implemented. Commercial only is likely to be very appropriate in some locations and not appropriate in others. Vacant, low demand commercial property is an indicator of blight and counter to our comprehensive plan goals. Having a mix of available properties with the appropriate zoning to meet the market demand is vital to keeping our local economy healthy and vibrant.
2. My contributions to the comprehensive plan update are largely based on my professional experience, and it's been my experience as an 11-year member of the planning commission that we rarely get public testimony as it relates to the comprehensive plan. That said, we have heard testimony in public hearings and workshops about the lack of affordable and attainable housing. In response to that testimony, I believe that our comprehensive plan should be crafted to encourage options for both affordable housing and high paying job creation because higher income and lower prices make housing attainable.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Tuesday, February 11, 2025 4:11 PM
To: Ray Kimball <rkimball@whipplece.com>; Bobby Wilhelm <bobby@bobbywilhelm.com>
Cc: Jon Manley <jmanley@postfalls.gov>
Subject: P&Z Appointment Questions
Importance: High

Good afternoon. Ray and Bobby,

Below are the two questions we received from council members that they would like you each to answer prior to their vote to reappoint on Tuesday. We need your answers back by 10:00 am on Friday to give us time to get them into the agenda. Please let us know if you have any questions.

1. Would you be in favor of a commercial only zone as we update the comp plan?
2. Based on testimony received during public hearings at P&Z, what updates would you advocate for in the comp plan?

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

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

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

Robert Wilhelm

Post Falls Mayor and City Council members:

As a Planning and Zoning Commissioner for Post Falls, I appreciate the opportunity to provide my input regarding the potential addition of a strictly Commercial Zoning designation to the city's Comprehensive Plan.

Post Falls has seen a significant increase in multi-family developments in recent years, and the community has expressed concerns about the saturation of apartments. While residential growth is necessary, an overabundance of apartments—often allowed through special permitting under CCS (Community Commercial Services) zoning—can shift the intended balance of land use, impacting infrastructure, traffic, and overall development goals. Implementing a strictly Commercial designation would help prevent further residential encroachment into areas best suited for commercial enterprises.

Currently, Post Falls has approximately three miles of commercial-type zoning along Highway 41 and an additional eight miles along Seltice Way. These corridors serve as primary commercial hubs, but as the city continues to grow, having dedicated commercial zones that are not subject to special permitting for residential development would ensure long-term economic stability and business growth. A strict Commercial designation would provide clarity for developers and business owners while preserving valuable land for retail, office, and service-based industries.

I support the consideration of a strict Commercial Zoning designation as a proactive step in maintaining a balanced and sustainable land-use plan for Post Falls. It would help reinforce our commercial infrastructure, prevent further overdevelopment of apartments, and ensure that our city remains a well-planned, business-friendly community.

Thank you for the opportunity to provide my perspective on potential updates to the Comprehensive Plan based on testimony received during Planning and Zoning public hearings.

One of the most consistent concerns voiced by residents is the current public notification process for zoning changes, subdivisions, and other land-use requests. Specifically, I have heard the following issues raised:

- **Limited Notification Radius**: Currently, notices are only sent to property owners within 300 feet of a proposed project. However, many affected residents outside this boundary do not receive direct notice and often only hear about proposals through word of mouth. This has led to frustration when residents attend meetings unaware of earlier opportunities to provide input.
- **Size and Visibility of Notice Signs**: Some residents have expressed concerns that the physical signs posted for public notice are too small and difficult to read, making it easy for people to overlook them.
- **Impact of Large Parcels on Notification**: In cases where a proposed project is surrounded by large parcels, the 300-foot notification radius can be absorbed by acreage

adjoining the said proposal. This results in fewer or no adjacent property owners receiving notification, further limiting public awareness and engagement.

To address these concerns, I would advocate for the following updates:

1. **Expand the Notification Radius**: Increase the mailed notification requirement from 300 feet to 500 feet and consider requiring a broader mail-out (e.g., 1,000 feet) for large-scale developments.
2. **Improve Signage Standards**: Require larger, more visible public notice signs with clear wording to ensure passersby can easily read them.
3. **Address Large Parcel Gaps**: Establish a rule ensuring that a minimum number of adjacent property owners receive notification, even if a large parcel absorbs the standard notification distance.
4. **Evaluate Potential Legislative Changes**: Since some notification rules may be governed at the state level, consider whether legislative action is necessary to implement broader public notice requirements.

Additionally, there have been ongoing citizen complaints regarding the width of roads in new subdivisions. Narrow streets combined with on-street parking often create congestion issues, making it difficult for emergency vehicles, regular traffic flow, and snowplows to navigate efficiently during winter months. Addressing subdivision road width standards should be considered as part of future planning efforts.

Updating these policies would enhance transparency, encourage greater public participation, and help mitigate frustrations expressed by residents. I appreciate the City Council's dedication to refining our planning processes to better serve the community, and I look forward to further discussions on these potential changes.

Sincerely,
Robert Wilhelm
Planning and Zoning Commissioner
City of Post Falls, Idaho

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

February 4, 2025 6:00 PM

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. Water Reclamation Facility, Tertiary Treatment Project Update

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis – **Present**
Mayor Ronald Jacobson– **Excused**

Public Works Director John Beacham presented an update on the Water Reclamation Facility Tertiary Project. The history of the project back to 2004 was reviewed. Phase one was completed in 2016. Phase two is the present phase and includes tertiary treatment, which is the chemical treatment phase. By the end of this year, the upgrades will be complete, and the new permit limits will be in effect.

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 COUNCIL PRESIDENT MALLOY

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis – **Present**
Mayor Ronald Jacobson – **Excused**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

Council President Malloy: I would like to recognize the work of River City Middle School's Titan Leadership Team who assembled care packages for cancer patients at Cancer Care Northwest. City Hall and city business offices will be closed Monday, February 17th, in observance of President's Day.

a. Reappointment of Ray Kimball, Chris Schreiber, and Bobbie Wilhelm to the Planning and Zoning Commission

Steigleder: I was hoping to be able to ask them a few questions before I voted.
Malloy:Since these are not my appointments, will the P&Z be able to continue to operate if we table this since the Mayor is not here?
Shelly Enderud, City Administrator: Yes, they are appointed until March 1st.

Motion by City Council Malloy to confirm the Mayor's reappointment of Chris Schreiber to the Planning and Zoning Commission.
Second by City Council Steigleder.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

Motion by City Council Malloy to table the confirmation of the reappointment of Ray Kimball and Bobbie Wilhelm to the next meeting.
Second by City Council Ziegler.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

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.

Item 2a, Gabrio Estates Duplexes Zone Change File No ZC24-2 needs to be moved to March 4th due to the applicant being ill and unable to attend tonight's meeting.

Motion by City Council Westlund to continue Item 2a, Gabrio Estates Zone Change to the March 4th council meeting.
Second by City Council Davis.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

Councilor Steigleder requested to remove item f from the consent calendar due to a conflict.

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 – January 7th, 2025, City Council Meeting

b. Minutes - January 16th, 2025, Special Council Meeting

c. Payables 01/08/25 - 02/05/25

d. November Cash and Investments Report

e. Westfork Townhomes Master Development Agreement File No. SUBD-24-6

f. Mountain View Bible Church Annexation Agreement File No. ANNX-23-6

Motion by City Council Malloy to accept item F separate from the Consent Calendar due to a conflict.
Second by City Council Ziegler.
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Abstain: Steigleder
Motion Carried

g. Foxtail 11th Addition Construction Improvement Agreement

h. Legion Park Subdivision Final Plat

i. North Place East 2nd Addition Final Plat

j. Contract Renewal with Sylint, LLC

Motion by City Council Ziegler to accept the Consent Calendar as absent item f.
Second by City Council Westlund.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, 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:

a. Gabrio Estates Duplexes Zone Change File No. ZC-24-2

This item was removed from the agenda due to the applicant being ill.

b. Killdeer Annexation File No. ANNX-24-4

Public Hearing Opened at 6:07 pm

Planner Anna Staal presenting: The property owners are Northern Lights Development and the applicant is Lake City Engineering. Their request is to annex approximately 4.89 acres into the city with a zoning recommendation of Single-Family Residential (R1). The project is located south of Killdeer between Greensferry and Cecil. The surrounding zoning within the city is single-family residential. Properties to the east and south are in the county and are large lot residences. Zoning criteria alignment was reviewed. The future land use designation is low density residential. The focus area is 41 North. Development of this area would improve Killdeer and increase connectivity for all the subdivisions in the area as well as the future park area. This can be considered an infill development and an underused property.

Drew Dittman of Lake City Engineering presented for the applicant: This is considered an infill piece of property. Annexation and zoning approval criteria were reviewed. It is in conformance with the comprehensive plan. All the agencies have been notified, and all either had no comment or remain neutral.

Steigleder: Are you currently on the P&Z schedule for a Special Use Permit for this property?
Dittman: No
Ziegler: Do you have a preliminary plat for the property? I'm curious about the access road that is on the west side of the adjacent property.
Dittman: We have submitted a preliminary plat that went through P&Z. Yes, that street will continue as well as that street on the south that goes east west.

Testimony
In Favor:
Jim Sibley, Post Falls - Not wishing to Speak
Bob & Bobbie Dugan, Post Falls - Letter requesting the preservation of the tree line along their shared boundary.
Matthew & Lauren Burton, Post Falls - Letter requesting the preservation of the existing tree line.
Con Brady, Post Falls - My property abuts the project property. Our group supports the annexation and development plan. We request you add the language about the trees, but we are open to what you think accommodates the area. Pictures of the tree line were shown.
Neutral:
Jim Rough, Post Falls - Letter requesting the tree line be preserved.
Opposed:
None

Rebuttal by Drew Dittman: We have been working with the neighbors, and it has been nice to work with them. This was an old tree farm, many of the trees were not viable. We have had the urban forester out and have agreed to work with the neighbors.

Steigleder: I feel like a development agreement is our only tool to ensure the trees are saved. Would you be willing to put something in the CCRs?
Dittman: We are willing to put something in the CCRs. We don't control what happens after the homes are sold, obviously.
Ziegler: I would support something in the CCRs. That way we aren't involved in that process.

Public Hearing Closed at 6:30 pm.

Review Criteria Questions were asked and discussed:

1. It is, it prevents sprawl, it's a county pocket.
2. Yes, it specifies low density residential.
3. Maintains and embraces transportation network, infill development.
4. No objections were raised.

Motion by City Council Steigleder to Approve the Killdeer Annexation File No. ANNX-24-4 and have staff prepare the final ordinance for annexation.
Second by City Council Westlund.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

Motion by City Council Ziegler to Approve the zoning designation of Single Family R-1 for the Killdeer Annexation File No. ANNX-24-4 and finding that the zoning meets the approval criteria and the Post Falls Municipal Code as outlined in our deliberation and direct staff to prepare a reasoned decision.
Second by City Council Westlund.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

c. Ordinance on Police Access in Exigent Circumstances

Hearing Opened at 6:34 pm

Police Chief Greg McLean presenting: One of the reasons we are bringing this ordinance to council is in response to a call the police department responded to. The location of the call that officers responded to was an apartment building that had a locked common area. The lock prevented the police department from accessing the apartment building and immediately responding to the call. The Police Department has seen an increase in developments with common areas with key access only. This draft ordinance would require developers to add a way to access these spaces for police in emergency situations. Pictures and examples of these types of spaces were shown.
Westlund: The Fire Department already has a way to access these common areas?
McLean: Yes, under the fire code, but theirs is a universal key to a lock box, and if lost all the lock boxes would need to be replaced at a high cost. So, we would want a separate way to access the buildings.
Steigleder: Would this be retroactive?
McLean: No, it's from now on.
Prosecutor Eileen McGovern: This is access for common areas only, not private residences or spaces. This is a right that already exists for law enforcement, both in federal and state law. The ordinance does not create a new legal authority for law enforcement. Any non-compliance by a developer would be a misdemeanor.
Malloy: If there's a corporate owner of a new complex in New Jersey, but there's a property management agency in Post Falls, who would get that penalty?
McGovern: It depends. Some of the previous questions asked were is it constitutional, yes it is. The legal definition of exigency was explained.
Westlund: An exigent circumstance would need to exist before the officer could enter, correct?
McGovern: Yes, they can't create an exigent circumstance.
Ziegler: Would it apply to any other commercial space that has a common space?

Deputy City Attorney Chris Gabbert: We are mirroring the language of the fire code. We looked at the commercial aspect, but left it broad enough that it would work for gated communities as well as an apartment type of space. There's not that many commercial spaces that would apply to it. We left it broad enough so that it is on the development side, so when the permits come in we can work with the Chief to find a tailored solution.

Testimony:
None

Public Hearing Closed at 7:00 pm

Malloy: I would like to see efforts made to reach out to existing facilities that may have these common areas to voluntarily offer this access too.

Motion by City Council Steigleder to Approve the Ordinance on Police Access in Exigent Circumstances.
Second by City Council Davis.
Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

a. Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices

Police Chief Greg McLean Presenting: This is a draft ordinance that was brought to council previously. We are bringing it back tonight with some of the changes that were requested. This gives certain protections to our civilian employees of the city. Examples were given of when city employees had been threatened when carrying out their city duties. We are asking for this because there has been an increase in these instances and what is happening does not always rise to the level of a crime. If it does rise to the level of a crime, it can be uncomfortable for the employee to report it.
Malloy: City staff are put in a unique situation where they could encounter the same person over and over again in the commission of their duties.
Steigleder: Wouldn't city staff still have to report this like a criminal complaint?
Malloy: The difference is the city would be pursuing the charges, not the individual, like with a citizen's arrest.
Prosecutor Eileen McGovern: Questions council had from the previous meeting that this draft ordinance was heard were answered. It was explained that the language of the ordinance is not too broad or unconstitutional. It does not restrict free speech.
City Attorney Field Herrington: Language was added to allay the concerns from the last meeting when the draft ordinance was presented.

McGovern: All of these laws are subject to a reasonableness standard, context, and common sense principles inherent in Idaho law. We have a number of state codes and ordinances that apply to personnel engaged in public service already; law enforcement, health care workers, and teachers. So, this ordinance is similar in that it protects city employees, it is kind of a Goldie Locks type of ordinance intended to protect the city employees.
Malloy: If someone is acting in a way that prevents a city agent from doing their duties, they are affecting the entirety of the community by delaying those duties.
Westlund: How is this different from just trespassing someone?
McGovern: Trespassing is a process that takes multiple instances, including a warning and violation.
Steigleder: It's not life-saving that the snow be removed - when we are talking about protections against health care workers, that's because you can't deny the person care.
McGovern: Plowing the street is time-consuming, it is something that you have to do to ensure the safety of residents and to allow for transportation. The contemplation is that it is similar in that the community has entrusted the city with specific duties. That those duties are vital to the administration of our community.
Plew: From the examples the Chief gave, if someone calls and leaves a nasty voicemail that's not threatening, would they be charged under this ordinance?
McGovern: No
Ziegler: We are talking about essential services that the customer has no alternative but to address that one agency. Whereas in most cases, the owner of a business could choose to end interactions with that customer.

Motion by City Council Ziegler to Approve the Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices.
Second by City Council Davis.
Ayes: City Council Plew, City Council Malloy, City Council Ziegler, City Council Westlund, City Council Davis
Nays: City Council Steigleder
Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

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.

Kim Brown, Post Falls: I'm here representing the Historical Society, I want to explain the America 250 program. The Historical Society will have an event at the Post Falls Library on March 15th, at 2pm, where a descendant of George Washington will be talking about their personal history. We are also collecting oral video histories. I've left a packet for council and how they can be involved in this event.

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.

Prosecutor Eileen McGovern presented about the city's criminal case with Chadlyn Smith that was recently in the local news. She reviewed the case and the court ruling that followed.

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjournment time was 7:58 pm.

_____

Ronald G. Jacobson, Mayor

_____

Rhiannon O'Neill, Deputy City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 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, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 2/5/25-2/18/25

ITEM AND RECOMMENDED ACTION:
The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated February 18, 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 Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling $870,954.08 to be dated February 18, 2025. The Hand Check Accountability is for Hand Checks issued January 30-31st, 2025 and totals $83,398.85.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
870954.08

BUDGET CODE:
Various

ATTACHMENTS:
1. Post Falls Check Approval Check Run 2.18.25
2. Hand Checks For Check Run 2.18.25

City of Post Falls

Packet: APPKT14545 - Check Run 2.18.25 **Check Date:** 2/6/2025
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN15046	JSD Multi Developments				
APMWB	Check	PARTIAL BOND RE	PARTIAL BOND RELEASE - WELLSPRING	001-22115	50,637.53
				Balance Sheet Accounts Total:	**50,637.53**
Dept: 411 Mayor & Council					
I283	Inland Northwest Partners				
APMWB	Check	2025	2025 Inland Northwest Partners Dues	001-411.0000.62060	1,000.00
P050	Panhandle Area Council				
APMWB	Check	012325	FY25 PAC Dues	001-411.0000.62060	4,529.80
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	70649	2025 Chamber Recognition Reception Rand	001-411.0000.64010	90.00
		70653	2025 Chamber Recognition Reception Shell	001-411.0000.64010	90.00
P4835	ProPrint				
APMWB	Check	66886	Councilor Plew Business Cards	001-411.0000.63060	31.00
				Dept 411 Total:	**5,740.80**
Dept: 414 Finance					
A4280	Alpine Summit CPAs				
APMWB	Check	12983	Progress payment for FY 2024 audit	001-414.0000.62091	5,701.25
B091	BDS				
APMWB	Check	98655	Delinquency Notices	001-414.1445.62170	382.23
				001-414.1445.62190	207.02
C239	CMRS-FP				
APMWB	Check	105000635877-2	postage for postage machine	001-414.0000.63070	2,000.00
P4835	ProPrint				
APMWB	Check	66881	#10 Window Envelopes	001-414.0000.63050	186.00
I006	SOLV Business Solutions-Safeguard				
APMWB	Check	444900	W-2s, 1095s, 1096 Forms	001-414.0000.63050	129.91
VEN02035	Staples, Inc				
APMWB	Check	6022976552	Office Supplies-Finance	001-414.0000.63050	25.99
				001-414.0000.63060	19.72
				Dept 414 Total:	**8,652.12**
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	94649	Maintenance contract for postage machine	001-415.0000.66080	725.00
				Dept 415 Total:	**725.00**
Dept: 421 Police					
A236	Alexander Clark Graphics				
APMWB	Check	26865	Patrol Citations	001-421.0000.63290	279.11
A0901	AT&T Mobility				
APMWB	Check	287291408138X012	PD Mifis	001-421.0000.65030	521.17
A600	Awards Etc.				
APMWB	Electronic Funds Transfe	20240005	PD Plaque for Williamson	001-421.0000.63920	25.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transfe	INUS320629	3 Axon Cameras for patrol cars	001-421.0000.90020	20,172.60
C1799	Cerium Networks				
APMWB	Check	I107997	Detectives Mobile Evidence Kit	001-421.0000.63920	1,314.00
C220	Coleman Oil Co				
APMWB	Check	CP-0219310	PD Gasoline	001-421.0000.64030	5,073.01
VEN15048	Crown Pointe Apartments				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	25PF03085	Reimbursement for Damaged Door	001-421.0000.63590	591.49
VEN14867	CW Signs				
APMWB	Check	2695	PD Business Cards - Goodwin	001-421.0000.63210	65.00
VEN14950	Dynamic Designs				
APMWB	Check	7026	PFPD149 Door Re-Wrap	001-421.0000.67170	570.00
VEN15028	Fire Systems West Inc				
APMWB	Check	SM261499-314	PD Elevator Inspection	001-421.0000.68010	290.00
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1158418	PFPD142 Tires	001-421.0000.67190	569.00
I153	Idaho State Police				
APMWB	Check	01-2025	ISP Range Agreement	001-421.0000.62040	1,200.00
VEN07726	Jon Dekeles				
APMWB	Check	020325	Chaplain Stipend - Jan25	001-421.0000.62370	125.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5008922	PFPD121 N-Cable	001-421.0000.67100	33.72
K140	Kootenai Electric				
APMWB	Check	1588061 013025	Blossom Mtn Tower	001-421.0000.65021	790.00
VEN14015	Midway Hyundai				
APMWB	Check	183445	PFPD131 Tires Mount & Balance	001-421.0000.67170	240.40
		183386	PFPD145 Mount & Balance	001-421.0000.67170	228.95
VEN14278	Mtn. Home Auto Ranch				
APMWB	Check	HD5F007	2025 Police patrol Durango order	001-421.0000.90020	43,152.00
		HD5F005		001-421.0000.90020	43,152.00
		HD5F006		001-421.0000.90020	43,152.00
N001	Napa Auto Parts				
APMWB	Check	325898	PFPD Core Deposits	001-421.0000.67100	-54.00
		325851	PFPD131 Oxygen Sensors	001-421.0000.67100	106.60
		327970	PFPD91 Valve Filter, Pressure Switch	001-421.0000.67100	58.67
		326276	PFPD104 Sensor	001-421.0000.67100	44.60
		327909	PFPD1 Steering Pump, Core Deposit	001-421.0000.67100	117.17
		325807	PFPD134 Window Switch	001-421.0000.67100	31.63
		327950	PFPD1 Transmission Fluid	001-421.0000.67100	28.68
		328006	PFPD Stock - Oil Filters	001-421.0000.67100	22.20
		326130	PFPD104 Rotor Kit	001-421.0000.67100	232.40
		325881	PFPD115 Battery & Core Deposit	001-421.0000.67100	293.53
		325791	PFPD131 Brake Pads & Rotors	001-421.0000.67100	229.35
VEN01379	O'Reilly Auto Parts				
APMWB	Check	3829-211498	PFPD134 Manifold Set, Spark Plugs	001-421.0000.67100	51.83
P4384	Proforce Law Enforcement				
APMWB	Check	566713	Taser Batteries	001-421.0000.67020	1,440.00
		564813	SRT Replacement Armor	001-421.4000.72010	4,416.70
S275	Solar Eclipse				
APMWB	Check	52929	PFPD123 Windshield Replacement	001-421.0000.67100	279.00
		52347	PFPD134 Rockchip Repair	001-421.0000.67170	39.95
		52414	PFPD157 Rockchip Repair	001-421.0000.67170	39.95
VEN14751	Tetiri, LLC				
APMWB	Check	68	Substation Rent - February	001-421.0000.62040	1,480.50
T118	TPI Embroidery				
APMWB	Check	12049	PD Name Tape Embroidery	001-421.4000.72000	19.00
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transfe	INV/2025/01/0936	Evidence Uniform Patches	001-421.4000.72000	105.06
VEN03255	Ziply Fiber				
APMWB	Check	208-773-3518-0620	PD Centrex Lines	001-421.0000.65030	298.67
		208-777-7569-0714	PD Wifi	001-421.0000.65030	80.90
				Dept 421 Total:	**170,906.84**

Dept: 423 Oasis

VEN14036	Amendola Doty & Brumley				
APMWB	Check	CV28-24-5283	VSU Client Services	001-423.1153.68400	1,495.00
				Dept 423 Total:	**1,495.00**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-424.0000.64030	118.37
D09750	DeVries Info Management				
APMWB	Check	0190819	Shredding	001-424.0000.63060	55.00
VEN14577	Karpel Solutions				
APMWB	Check	2025NTNLSRGPFK	Karpel Annual Training	001-424.0000.64020	975.00
		70798	Karpel Annual Maintenance Fees	001-424.0000.66014	9,775.00
VEN14845	Smith & Malek, PLLC				
APMWB	Check	55878	GVD Partners, LP| HWY 41 Borrow Pit	001-424.0000.62040	18,646.60
VEN02035	Staples, Inc				
APMWB	Check	6022976554	Office Supplies-Legal	001-424.0000.63060	166.44
				Dept 424 Total:	**29,736.41**
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0219310	PD Gasoline	001-427.0000.64030	171.37
				Dept 427 Total:	**171.37**
Dept: 431 Streets					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-431.0000.64030	4,931.01
VEN01373	Intermountain Sign & Safety				
APMWB	Check	20007	Aluminum Blanks	001-431.0000.63260	27.00
		20035	3x3 aluminum Blanks	001-431.0000.63260	35.00
N001	Napa Auto Parts				
APMWB	Check	327935	Lock Deicer	001-431.0000.68010	3.57
V040	ODP Business Solutions				
APMWB	Check	406107821001	Office Supplies- Streets	001-431.0000.63060	63.49
B100	Owen Equipment Company				
APMWB	Check	130923	Sweeper Brooms	001-431.0000.63520	9,299.16
R251	Serights Ace Hardware				
APMWB	Check	363217/1	Propane	001-431.0000.63260	18.20
		363319/1		001-431.0000.63260	32.48
		362980/1	Xylene, hose, alcohol	001-431.0000.63260	50.91
		363409/1	2430 Batteries	001-431.0000.67090	17.96
		363137/1	Sprayer & Gloves	001-431.0000.67090	23.55
		362997/1	Peg hooks	001-431.0000.68010	20.50
		363285/1	Replaced Mailbox - 1982 Fountain	001-431.0000.68130	80.08
		363124/1	Fire Extinguishers - S130,S131, S132	001-431.0000.90010	75.57
VEN14310	US Fleet Tracking LLC				
APMWB	Check	489438	Monthly Vehicle Tracking	001-431.0000.66016	592.68
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354110-029	Spokane Street Rehab Welch Invoice Dec 2(	001-431.1811.95040	9,210.00
				Dept 431 Total:	**24,481.16**
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-432.0000.64030	25.79
				Dept 432 Total:	**25.79**
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-433.0000.64030	71.44
P310	Platt Electric Supply				
APMWB	Check	8z54552	ballasts	001-433.0000.63720	51.51
R251	Serights Ace Hardware				
APMWB	Check	363002/1	cleaning supplies	001-433.0000.63150	10.40
		363384/1	air freshner	001-433.0000.63150	8.08
				Dept 433 Total:	**141.43**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98470	Hydraulic hoses - S215	001-434.0000.63011	44.55
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4219042392	Fleet Laundry & Rug Service	001-434.0000.63160	69.06
		4219776866		001-434.0000.63160	79.36
		4218321064		001-434.0000.63160	79.36
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-434.0000.64030	258.27
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	2647	4" x 18" Plotted Decals	001-434.0000.90010	360.00
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1158456	All Casings Trade In	001-434.0000.67210	-275.00
N001	Napa Auto Parts				
APMWB	Check	327692	Strus - S007	001-434.0000.63011	232.30
		327860	return from inv# 327848	001-434.0000.63011	-83.38
		327850	Headlight lamps - S118	001-434.0000.63011	41.69
		327848	headlight lamps - S118	001-434.0000.63011	83.38
		327693	Oil Filter - Stock	001-434.0000.63012	53.28
		328458	Oil Filter - stock	001-434.0000.63012	4.44
		327948	OIl Filter - stock	001-434.0000.63013	8.88
		329374	Tools for F101	001-434.0000.67090	275.54
		325176	Return of battery on inv# 324561	001-434.0000.67090	-114.35
		324561	SLA Battery	001-434.0000.67090	122.35
VEN05363	North 40 Outfitters				
APMWB	Check	049682/E	1-1/2" Tank Flange	001-434.0000.63011	59.96
VEN08121	PacWest Machinery LLC				
APMWB	Check	30425702	S351 Volvo L70 repairs	001-434.0000.67170	22,956.26
		30425702b	S351 High pressure pumps replacment	001-434.0000.67170	2,496.98
VEN02451	Parker Toyota				
APMWB	Check	327520	Moulding - E119	001-434.0000.63013	199.04
R251	Serights Ace Hardware				
APMWB	Check	363102/1	Window & Door Sealant - E119	001-434.0000.63013	12.59
		362947/1	Clear Silicone	001-434.0000.67090	6.83
VEN02288	Superior Fluid Power Inc				
APMWB	Check	20947	Cylinder repair - S215	001-434.0000.63011	553.46
T106	Titan Truck Equipment				
APMWB	Check	1378045	LED Lights - P136	001-434.0000.63012	303.18
VEN13040	Turf Star Western				
APMWB	Check	FIN11056	Late charge - INV042418	001-434.0000.63012	35.00
				Dept 434 Total:	**27,863.03**
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-441.0000.64030	419.64
VEN14867	CW Signs				
APMWB	Check	2693	Reflective First Aid Stickers	001-441.0000.63110	215.00
R251	Serights Ace Hardware				
APMWB	Check	363373/1	Chainsaw Parts & Chaps	001-441.0000.63110	100.79
		363154/1	Propane Tank Refills	001-441.0000.64030	51.52
		363326/1	Chainsaw and Chainsaw Maintenance Parts	001-441.0000.66190	1,556.99
		363373/1	Chainsaw Parts & Chaps	001-441.0000.67010	51.21
		363153/1	Chainsaw Maintenance Parts	001-441.0000.67010	193.31
		363326/1	Chainsaw and Chainsaw Maintenance Parts	001-441.0000.67010	91.01
V0275	Vermeer Mountain West				
APMWB	Check	07129334	Polesaw Replacement Blades	001-441.0000.67090	189.98
				Dept 441 Total:	**2,869.45**
Dept: 442 Cemetery					
C060	Carrot-Top Industries Inc.				
APMWB	Check	INV136790	Flags	001-442.0000.63060	557.16

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-442.0000.64030	257.33
R251	Serights Ace Hardware				
APMWB	Check	363103/1	Silicone caulk	001-442.0000.68160	35.07
				Dept 442 Total:	**849.56**
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003046573	Acetylene for welder	001-443.0000.64030	9.08
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	230061-8	Black Bay Parking Lot Design	001-443.0000.62040	7,669.40
VEN06028	Baseline Inc				
APMWB	Check	15922-2025	Baseline service for 20 park locations	001-443.0000.65030	4,142.00
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-443.0000.64030	1,956.18
L109	Lowe's Credit Services				
APMWB	Check	76404	Brackets for Warehouse	001-443.0000.67030	45.50
VEN14913	LuckyDog Recreation				
APMWB	Check	ID1203-4713	Woodbridge Shelter	001-443.0000.62040	150.00
N001	Napa Auto Parts				
APMWB	Check	328689	Small Equipment Parts	001-443.0000.66190	24.76
N1780	North Idaho Post & Pole				
APMWB	Check	55687	Post & pole fencing for Black Bay	001-443.0000.63530	116.20
V040	ODP Business Solutions				
APMWB	Check	409350257001	Office Supplies-Parks	001-443.0000.63060	41.99
		409349922001		001-443.0000.63060	12.98
O040	Overhead Door Company				
APMWB	Check	575509	Repair the Parks Shop garage door.	001-443.0000.62180	135.00
R060	Ragan Equipment Co.				
APMWB	Check	01-154235	Maintenance Parts for Trimmer	001-443.0000.66190	90.07
		01-154234	FS131 Maintenance Parts	001-443.0000.66190	248.34
R1691	River City Paint & Decorating				
APMWB	Check	8QJ8Q	Paint for Out of Bounds Poles at Chase	001-443.0000.68160	151.90
		ADCRN	Paint for Park Sign Posts	001-443.1658.62330	27.49
R251	Serights Ace Hardware				
APMWB	Check	363294/1	Brushes for Cleaning	001-443.0000.63150	9.89
		362955/1	Fence repair parts	001-443.0000.63530	16.49
		363416/1	Chainsaw Bar	001-443.0000.66190	44.79
		363113/1	Watering Can	001-443.0000.67030	8.63
		363286/1	Hardware for Const. Warehouse	001-443.0000.67030	154.44
		363394/1	Shampooer Rental Deposit Refund	001-443.0000.67070	-39.99
		363332/1	Shampooer Rental	001-443.0000.67070	85.97
		363215/1	Blade Sharpener	001-443.0000.67090	23.38
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	149465855-001	PVC Caps for Buoys	001-443.0000.67030	211.87
		149466034-001	Buoy Parts	001-443.0000.67030	208.62
VEN02035	Staples, Inc				
APMWB	Check	6022976548	Office Supplies-Parks	001-443.0000.63060	36.79
U040	United Electrical				
APMWB	Check	23101	Wood Shop Trim Out	001-443.0000.62180	321.98
		23100	Add Receptacles and 2 GFI's to Parks Shop	001-443.0000.62180	2,781.17
Z026	Ziegler Lumber Co #017				
APMWB	Check	850169	Lumber for Construction Warehouse	001-443.0000.68160	174.00
				Dept 443 Total:	**18,858.92**
Dept: 444 Parks - Construction					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	0180887	Warren Park Frontage Improvements	001-444.0000.94180	7,280.76
				Dept 444 Total:	**7,280.76**
Dept: 445 Recreation					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C175	Century Publishing Co, Inc.				
APMWB	Check	INV0149592	Parks and Recreation Winter/Spring Brochur	001-445.0000.63210	4,757.57
VEN14772	Family Friendly DJ				
APMWB	Check	1985	Music for Daddy Daughter Dance	001-445.0000.63080	300.00
V040	ODP Business Solutions				
APMWB	Check	408967432001	Office Supplies-Recreation	001-445.0000.63060	67.99
R996	Reiber, Crystal				
APMWB	Check	01.27.25	January Contractual Payment	001-445.0000.62040	315.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transfe	107077	Basketball shirts	001-445.0000.63080	1,069.20
		107075	Youth Basketball shirts	001-445.0000.63430	1,035.80
		107076	Basketball Shirts	001-445.0000.63430	1,027.50
		107145	Youth Basketball Shirts	001-445.0000.63430	63.39
		107127	Youth Basketball shirts	001-445.0000.63430	202.49
S207	Silver Mountain Resorts				
APMWB	Check	44e89f	Snow Tubing-16 people	001-445.0000.63080	388.00
U140	UpScale Mail				
APMWB	Check	02.04.25	Dance Costume Return	001-445.0000.63070	20.04
				Dept 445 Total:	**9,246.98**
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000031801	Public Notification Text Amendment TA-24-2	001-451.0000.62000	73.45
				Dept 451 Total:	**73.45**
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-452.0000.64030	443.59
				Dept 452 Total:	**443.59**
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	001-453.0000.64030	261.83
VEN15045	Spokane Premier Construction				
APMWB	Check	01.24.25	Refund applicaiton fee for AE-25-1	001-453.1757.38511	300.00
				Dept 453 Total:	**561.83**
Dept: 454 Community Development Admin					
P050	Panhandle Area Council				
APMWB	Check	03-PFM	February EDA Grant PAC	001-454.0000.62040	2,000.00
				Dept 454 Total:	**2,000.00**
Dept: 481 Capital Improvements/Contracts					
O040	Overhead Door Company				
APMWB	Check	575510	FOB remote for the reception door opener	001-481.0000.68390	40.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354100-017	Water Tower Parking Lot	001-481.0000.95015	175.00
				Dept 481 Total:	**215.00**
				Fund 001 Total:	**362,976.02**
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
K08222	Kootenai Animal Hospital				
APMWB	Check	888005336	K9 Loki Vaccines	007-425.0000.62040	117.32
				Dept 425 Total:	**117.32**
				Fund 007 Total:	**117.32**
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN01534	Contract Design Associates				
APMWB	Check	54833	Count Room Table and Chair - City Hall Ren	011-491.1801.93163	1,303.81
				Dept 491 Total:	**1,303.81**
				Fund 011 Total:	**1,303.81**
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN14992	Camoin Associates, Inc				
APMWB	Check	21000	Consultant - Invoice #5	017-410.0000.62040	14,961.00
VEN15043	Urban3 LLC				
APMWB	Check	AC000267B	Invoice # 2 ConsutlingServices	017-410.0000.62040	8,087.50
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354190-001	Pleasant View URD Scenarios	017-410.0000.62040	7,500.00
				Dept 410 Total:	**30,548.50**
				Fund 017 Total:	**30,548.50**
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354180-006	Impact Fee Update	035-420.0000.80300	5,624.00
		41354180-007		035-420.0000.80300	6,494.00
				Dept 420 Total:	**12,118.00**
				Fund 035 Total:	**12,118.00**
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14924	Angler Fencing and Construction, LLC				
APMWB	Check	R06-03022025	Fence rental for construction of Woodbridge	038-443.0000.94167	2,211.00
VEN13635	Big Sky ID, Corp				
APMWB	Check	PayApp8	Black Bay Phase 1	038-443.0000.94070	124,640.05
C3818	Cooper Fabrication, Inc.				
APMWB	Check	29666	Black Bay Sign & BBQ Table Fabrication	038-443.0000.94070	5,500.00
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	6159	Phase 1 on the Quarry (Sports Complex)	038-443.0000.94165	3,072.21
VEN15018	Snaplock Industries, Inc				
APMWB	Check	368283-SSB	Pickleball tiles for Woodbridge Courts	038-443.0000.94167	12,081.72
				Dept 443 Total:	**147,504.98**
				Fund 038 Total:	**147,504.98**
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	143542	Composite Testing	650-463.0000.68360	590.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98448	Pac Echo 3/8-9/16 500' One Piece	650-463.0000.63400	1,350.00
		98414	Camlok 3'	650-463.0000.68025	18.54
A424	Anatek Labs, Inc.				
APMWB	Check	2501503	Surface Water - Wave Park	650-463.0000.68360	710.00
VEN14648	Beveridge and Diamond PC				
APMWB	Check	250100173	November 2024 PCB Legal Support	650-463.0000.62010	10,339.50
C291	Coeur d' Alene Press				
APMWB	Check	0000031697-01142(	Industrial Pretreatment Press Release 2024	650-463.0000.68360	54.97
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	650-463.0000.65005	517.66
G098	Grainger				
APMWB	Check	9377122479	HVAC Air Filters	650-463.0000.68010	342.60
I2731	Inland Environmental Resources				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transfe	2025-0128	Mag Delivery	650-463.0000.63008	9,105.20
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	0180519	December 2024 Hopper CMS	650-463.3125.95520	3,524.30
		0180523	Solids Handling Study JUB Invoice Dec 2024	650-463.3125.95520	14,333.15
N001	Napa Auto Parts				
APMWB	Check	327806	Windshield Washer Fluid	650-463.0000.67170	19.62
VEN13183	National Association of Clean Water Agencies				
APMWB	Check	83490	FY25 NACWA Membership Dues	650-463.0000.62060	800.00
VEN14930	National Safety Inc				
APMWB	Check	0747770-IN	Mats for the lab	650-463.0000.63400	2,401.82
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transfe	5187527	Powder Alkaline & Hazard Fee	650-463.0000.63400	160.25
		5187528	2 Powdered Detergent	650-463.0000.63400	243.41
		5187502	Glass Microfiber Filters 934-AH 11.0cm	650-463.0000.63400	160.37
V040	ODP Business Solutions				
APMWB	Check	408725672001	Office Supplies-Water/WW	650-463.0000.63060	19.30
		408721952001		650-463.0000.63060	57.71
		408725673001		650-463.0000.63060	30.23
R251	Serights Ace Hardware				
APMWB	Check	363121/1	WWTP Shop Suplies	650-463.0000.68025	154.85
		363091/1	Step Ladder & Stool	650-463.0000.68025	107.98
		362981/1	Extention Cord	650-463.0000.68025	28.79
VEN02035	Staples, Inc				
APMWB	Check	6022976550	Office Supplies-Water/WW	650-463.0000.63060	53.79
				Dept 463 Total:	**45,124.04**
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	98396	Service Truck Supplies	650-466.0000.63330	63.29
		98488	Lynx Black Tie	650-466.0000.63330	71.13
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	240451-1	SH-41 & Poleline Sewer Ardurra Invoice Dec	650-466.3221.68400	7,621.10
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	650-466.0000.65005	1,901.31
N001	Napa Auto Parts				
APMWB	Check	327901	Deicer	650-466.0000.63330	22.43
P180	Perfection Tire				
APMWB	Check	1085434	Oil Change Truck# T120	650-466.0000.67170	107.89
VEN05954	Toby's Battery & Auto Electric, LLC				
APMWB	Check	25010597	Battery Charger LS Generators	650-466.0000.63006	209.85
				Dept 466 Total:	**9,997.00**
Dept: 468 Wastewater - Surface Water					
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	650-468.0000.65005	312.77
F1275	Fox Trailer Sales				
APMWB	Check	407777	Surface Water D602	650-468.0000.67170	508.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354150-006	Dec 2024 Maple and Wide River Stormwater	650-468.0000.62040	525.00
		41354170-012	Dec 2024 6th Ave Engineering Services	650-468.3238.95520	2,370.00
		41354170-010	October 2024 6th Ave Stormwater Consultin	650-468.3238.95520	3,075.00
				Dept 468 Total:	**6,790.77**
				Fund 650 Total:	**61,911.81**
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	0180517	December 2024 WRF Master Plan Consultin	651-463.3208.95500	3,141.50
		0180583	Tertiary Upgrade JUB Invoice Dec 2024	651-463.3213.90015	81,829.30
VEN14291	Sletten Construction Company				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transfe	Tertiary Pay App 48	Tertiary Upgrade Sletten Pay App #48	651-463.3213.90015	89,184.64
				Dept 463 Total:	**174,155.44**
				Fund 651 Total:	**174,155.44**
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN15024	H2E, Inc				
APMWB	Check	83102	12th Ave Controls H2E Invoice Dec 2024	652-463.3228.95520	19,563.66
VEN11676	Keller Associates, Inc				
APMWB	Check	0244204	12th Ave FM Project Keller Invoice Dec 2024	652-463.3228.95520	4,906.25
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354160-011	Guy Rd LS Abandonment Welch Invoice Dec	652-463.3232.95520	39,065.00
		41354120-032	Corbin LS Welch Invoice December 2024	652-463.3234.95520	595.00
				Dept 463 Total:	**64,129.91**
				Fund 652 Total:	**64,129.91**
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/11-48719	Wood waste	700-461.0000.65050	12.21
		09-30289/11-48872	Yard Waste	700-461.0000.65050	10.74
		09-30289/11-51430	City Hall Yard Waste	700-461.0000.65050	9.97
		09-30289/11-51789	Yard waste	700-461.0000.65050	10.74
		09-30289/11-49379	Yard Waste	700-461.0000.65050	13.04
		09-30289/11-48692	Wood waste	700-461.0000.65050	14.34
		11-5104709-30289	Yard waste	700-461.0000.65050	17.64
		09-30289/11-51608	City Hall Yard Waste	700-461.0000.65050	17.64
		09-30289/11-51738	Yard waste	700-461.0000.65050	19.94
				Dept 461 Total:	**126.26**
				Fund 700 Total:	**126.26**
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	143769	Water testing	750-462.0000.68360	150.00
		143831	Water Testing	750-462.0000.68360	30.00
		143877		750-462.0000.68360	150.00
C220	Coleman Oil Co				
APMWB	Check	CP-0217024	January 2025 Fuel Usage	750-462.0000.64030	1,571.03
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfe	S012180459.002	Meter Adapter	750-462.0000.63280	965.95
G098	Grainger				
APMWB	Check	9386160064	INSTANT ADHESIVE,1 FL OZ	750-462.0000.63280	85.42
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	5335	Cell Tower Lease Consulting	750-462.0000.62040	922.00
		5289	Cell Tower Lease Consulting	750-462.0000.62040	879.25
		6093	Cell Tower Lease Administration	750-462.0000.62040	773.50
		5410	Cell Tower Lease Consulting Services	750-462.0000.62040	577.75
		5477	Cell Tower Lease Administration	750-462.0000.62040	496.75
		5383	Cell Tower Consulting Services	750-462.0000.62040	238.00
		5814	Consulting for Cell Tower leases	750-462.0000.62040	76.50
		5529	Cell Tower Lease Consulting	750-462.0000.62040	352.75
		5691	Cell Tower Contract Administration	750-462.0000.62040	38.25
		5755	Consulting Services for Cell Tower Lease	750-462.0000.62040	76.50
		6150	Cell Tower Lease Administration	750-462.0000.62040	1,380.50
H003	H.D. Fowler Company				
APMWB	Check	I6910155	STAKING FLAG, BLUE	750-462.0000.63280	48.00
I129	Idaho Rural Water Assoc.				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	E6851	: Certification Math Review, Justin W	750-462.0000.64020	120.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	180784	December 2024 Water Tower Structural Rev	750-462.0000.62040	595.00
		0180777	Well House #4 JUB Invoice December 2024	750-462.3227.95550	4,420.40
N0991	Norco Inc				
APMWB	Check	0042712218	Water Shop Supplies	750-462.0000.63280	43.70
		0042720074	Cut-off Wheel	750-462.0000.63280	23.83
		0042710773	Hose Assembly	750-462.0000.63280	548.00
V040	ODP Business Solutions				
APMWB	Check	408721952001	Office Supplies-Water/WW	750-462.0000.63060	22.97
R251	Serights Ace Hardware				
APMWB	Check	363275/1	INSULATE REFLECT IX2'X25	750-462.0000.63280	64.78
				Dept 462 Total:	**14,650.83**
				Fund 750 Total:	**14,650.83**

Fund: 753 - WATER CAPITAL
Dept: 462 Water Operating

VEN14948	Century West Engineering Corp.				
APMWB	Check	249434	Westwood Design for December 2024	753-462.3225.95500	1,411.20
				Dept 462 Total:	**1,411.20**
				Fund 753 Total:	**1,411.20**
				Report Total:	**870,954.08**

Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	50,637.53
	001-411.0000.62060	5,529.80
	001-411.0000.63060	31.00
	001-411.0000.64010	180.00
	001-414.0000.62091	5,701.25
	001-414.0000.63050	341.90
	001-414.0000.63060	19.72
	001-414.0000.63070	2,000.00
	001-414.1445.62170	382.23
	001-414.1445.62190	207.02
	001-415.0000.66080	725.00
	001-421.0000.62040	2,680.50
	001-421.0000.62370	125.00
	001-421.0000.63210	65.00
	001-421.0000.63290	279.11
	001-421.0000.63590	591.49
	001-421.0000.63920	1,339.00
	001-421.0000.64030	5,073.01
	001-421.0000.65021	790.00
	001-421.0000.65030	900.74
	001-421.0000.67020	1,440.00
	001-421.0000.67100	1,475.38
	001-421.0000.67170	1,119.25
	001-421.0000.67190	569.00
	001-421.0000.68010	290.00
	001-421.0000.90020	149,628.60
	001-421.4000.72000	124.06
	001-421.4000.72010	4,416.70
	001-423.1153.68400	1,495.00
	001-424.0000.62040	18,646.60
	001-424.0000.63060	221.44
	001-424.0000.64020	975.00
	001-424.0000.64030	118.37
	001-424.0000.66014	9,775.00
	001-427.0000.64030	171.37
	001-431.0000.63060	63.49
	001-431.0000.63260	163.59
	001-431.0000.63520	9,299.16
	001-431.0000.64030	4,931.01
	001-431.0000.66016	592.68
	001-431.0000.67090	41.51
	001-431.0000.68010	24.07
	001-431.0000.68130	80.08
	001-431.0000.90010	75.57
	001-431.1811.95040	9,210.00
	001-432.0000.64030	25.79
	001-433.0000.63150	18.48
	001-433.0000.63720	51.51
	001-433.0000.64030	71.44
	001-434.0000.63011	931.96
	001-434.0000.63012	395.90
	001-434.0000.63013	220.51
	001-434.0000.63160	227.78
	001-434.0000.64030	258.27
	001-434.0000.67090	290.37
	001-434.0000.67170	25,453.24

001-434.0000.67210	-275.00
001-434.0000.90010	360.00
001-441.0000.63110	315.79
001-441.0000.64030	471.16
001-441.0000.66190	1,556.99
001-441.0000.67010	335.53
001-441.0000.67090	189.98
001-442.0000.63060	557.16
001-442.0000.64030	257.33
001-442.0000.68160	35.07
001-443.0000.62040	7,819.40
001-443.0000.62180	3,238.15
001-443.0000.63060	91.76
001-443.0000.63150	9.89
001-443.0000.63530	132.69
001-443.0000.64030	1,965.26
001-443.0000.65030	4,142.00
001-443.0000.66190	407.96
001-443.0000.67030	629.06
001-443.0000.67070	45.98
001-443.0000.67090	23.38
001-443.0000.68160	325.90
001-443.1658.62330	27.49
001-444.0000.94180	7,280.76
001-445.0000.62040	315.00
001-445.0000.63060	67.99
001-445.0000.63070	20.04
001-445.0000.63080	1,757.20
001-445.0000.63210	4,757.57
001-445.0000.63430	2,329.18
001-451.0000.62000	73.45
001-452.0000.64030	443.59
001-453.0000.64030	261.83
001-453.1757.38511	300.00
001-454.0000.62040	2,000.00
001-481.0000.68390	40.00
001-481.0000.95015	175.00
Fund 001 Total:	**362,976.02**
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	117.32
Fund 007 Total:	**117.32**
011 - FACILITY BUILDING RESERVE	
011-491.1801.93163	1,303.81
Fund 011 Total:	**1,303.81**
017 - ANNEXATION FEES	
017-410.0000.62040	30,548.50
Fund 017 Total:	**30,548.50**
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	12,118.00
Fund 035 Total:	**12,118.00**
038 - PARKS IMPACT FEES	
038-443.0000.94070	130,140.05
038-443.0000.94165	3,072.21
038-443.0000.94167	14,292.72
Fund 038 Total:	**147,504.98**
650 - RECLAIMED WATER OPERATING	
650-463.0000.62010	10,339.50
650-463.0000.62060	800.00
650-463.0000.63008	9,105.20
650-463.0000.63060	161.03
650-463.0000.63400	4,315.85
650-463.0000.65005	517.66
650-463.0000.67170	19.62
650-463.0000.68010	342.60
650-463.0000.68025	310.16
650-463.0000.68360	1,354.97

650-463.3125.95520		17,857.45
650-466.0000.63006		209.85
650-466.0000.63330		156.85
650-466.0000.65005		1,901.31
650-466.0000.67170		107.89
650-466.3221.68400		7,621.10
650-468.0000.62040		525.00
650-468.0000.65005		312.77
650-468.0000.67170		508.00
650-468.3238.95520		5,445.00
	Fund 650 Total:	**61,911.81**
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3208.95500		3,141.50
651-463.3213.90015		171,013.94
	Fund 651 Total:	**174,155.44**
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3228.95520		24,469.91
652-463.3232.95520		39,065.00
652-463.3234.95520		595.00
	Fund 652 Total:	**64,129.91**
700 - SANITATION		
700-461.0000.65050		126.26
	Fund 700 Total:	**126.26**
750 - WATER OPERATING		
750-462.0000.62040		6,406.75
750-462.0000.63060		22.97
750-462.0000.63280		1,779.68
750-462.0000.64020		120.00
750-462.0000.64030		1,571.03
750-462.0000.68360		330.00
750-462.3227.95550		4,420.40
	Fund 750 Total:	**14,650.83**
753 - WATER CAPITAL		
753-462.3225.95500		1,411.20
	Fund 753 Total:	**1,411.20**
	Report Total:	**870,954.08**

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

1/30/2025	$1,744.66	99463	Mark & Karin Bowlin	Bowlin Sani Refund
1/31/2025	$75,750.12	99464	Sonray Enterprises LLC	Pay App #9 Final/Overdue
1/31/2025	$1,544.40	99465	T-Mobile	Pay Before Due Date
1/31/2025	$122.00	99466	Ziply Fiber	Pay Before Due Date
1/31/2025	$71.88	99467	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99468	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99469	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99470	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99471	Ziply Fiber	Pay Before Due Date
1/31/2025	$1,326.88	99472	Ziply Fiber	Pay Before Due Date
1/31/2025	$50.06	99473	Ziply Fiber	Pay Before Due Date
1/31/2025	$675.00	99474	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99475	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99476	Ziply Fiber	Pay Before Due Date
1/31/2025	$122.00	99477	Ziply Fiber	Pay Before Due Date
1/31/2025	$10.03	99478	AT&T Mobilty	Pay Before Due Date
1/31/2025	$180.92	99479	AT&T Mobilty	Pay Before Due Date
1/31/2025	$32.50	99480	Kootenai Electric	Pay Before Due Date
1/31/2025	$501.32	99482	Ricoh USA Inc.	Pay Before Due Date
1/31/2025	$49.99	99482	TDS	Pay Before Due Date
1/31/2025	$485.09	99483	Verizon Wireless	Pay Before Due Date
	$83,398.85			

RUN 02.19.25
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Various
001-424.0000.65030
001-443.0000.65021
Various
001-443.0000.65030
Various

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

January 27, 2025 5:30 PM

Location: Trailhead Event Center, 12361 W Parkway Dr, Post Falls, ID 83854

WORKSHOP – 5:30 pm

1. Welcome and Introduction by City Representative (10 minutes)
2. Data Findings Presentation (30 minutes)
   a. Q&A
3. Survey Results (25 minutes)
   a. Q&A
4. Draft Strategies (25 minutes)
   a. Q&A
5. Public Feedback on Draft Strategies (30 minutes)
   a. Instructions on using online platform and voting on strategies
   b. Walk around and leave sticky notes on each strategy poster with comments

Mayor Ronald Jacobson - **Present**.
City Council: Samantha Steigleder, Aaron Plew, Joe Malloy, Randy Westlund,
Ryan Davis - **Present**
Nathan Ziegler - **Excused**

Planning & Zoning Commission: Vicky Jo Carey, Ross Schlotthauer, Ray Kimball, Bobby Wilhelm, Chris Schreiber - **Present**
James Steffensen, Kibbe Walton - **Excused**

Urban Renewal Agency: Joseph Johns, Jame' Davis, Len Crosby, Christi Fleischman - **Present**

Staff members present: Shelly Enderud, Chris Gabbert, Robert Seale, Jon Manly, Anna Staal

Data findings, survey results, and draft strategies were presented by Katherine Follansbee and Robert O'Brien from Camion Associates Economic Development Consulting.

ADJOURNMENT
Meeting adjourned at 7:30pm.

_____
Ronald G. Jacobson, Mayor

_____
Rhiannon O'Neill, Deputy City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. Spokane Street or call 208-773-3511.

Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: December Cash and Investments Report

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

DISCUSSION:
Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for December 2024. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of December in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of December, the total of investments and cash on hand was $191,415,602.68. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of December.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
None

APPROVED OR DIRECTION GIVEN:
None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$191,415,602.68

BUDGET CODE:
Various

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

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	$ 189,435.60	$ 85,203.50	45.0%
	Personnel	112,653.80	26,049.71	23.1%
		302,089.40	111,253.21	36.8%
412 - INFORMATION SYSTEMS	Operating	144,650.00	86,114.23	59.5%
	Capital	-	-	0.0%
	Personnel	379,695.70	154,842.97	40.8%
		524,345.70	240,957.20	46.0%
413 - GENERAL SERVICES	Operating	27,000.00	467.51	1.7%
	Personnel	520,925.86	129,347.36	24.8%
		547,925.86	129,814.87	23.7%
414 - FINANCE	Operating	624,485.00	303,466.27	48.6%
	Personnel	653,619.62	160,771.05	24.6%
		1,278,104.62	464,237.32	36.3%
415 - CITY CLERK	Operating	53,603.00	27,464.67	51.2%
	Capital	-	-	0.0%
	Personnel	86,832.17	13,779.84	15.9%
		140,435.17	41,244.51	29.4%
417 - MEDIA/CABLE FRANCHISE	Operating	64,850.00	10,939.31	16.9%
	Capital	-	-	0.0%
	Personnel	153,245.35	35,739.22	23.3%
		218,095.35	46,678.53	21.4%
418 - HUMAN RESOURCES	Operating	6,950.00	881.90	12.7%
	Personnel	231,132.34	56,806.03	24.6%
		238,082.34	57,687.93	24.2%
421 - POLICE	Operating	945,243.54	252,540.70	26.7%
	Capital	330,000.00	49,981.80	15.1%
	Personnel	8,743,546.48	1,847,554.19	21.1%
		10,018,790.02	2,150,076.69	21.5%
423 - OASIS	Operating	4,100.00	3,574.94	87.2%
	Capital	-	-	0.0%
	Personnel	137,665.98	37,288.84	27.1%
		141,765.98	40,863.78	28.8%
424 - LEGAL (PROSECUTING)	Operating	82,446.00	77,340.14	93.8%
	Capital	-	-	0.0%
	Personnel	885,517.35	222,551.45	25.1%
		967,963.35	299,891.59	31.0%
427 - ANIMAL CONTROL	Operating	17,050.00	2,268.74	13.3%
	Personnel	194,675.50	45,881.01	23.6%
		211,725.50	48,149.75	22.7%
431 - STREETS	Operating	1,993,650.00	103,009.04	5.2%
	Capital	4,750,000.00	770,972.54	0.0%
	Personnel	1,320,901.03	316,939.95	24.0%
		8,064,551.03	1,190,921.53	14.8%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	21,030.00	970.44	4.6%
	Personnel	-	-	0.0%
		21,030.00	970.44	4.6%
433 - FACILITY MAINTENANCE	Operating	48,880.00	8,311.15	17.0%
	Capital	40,000.00	-	0.0%
	Personnel	329,083.91	72,690.23	22.1%
		417,963.91	81,001.38	19.4%
434 - FLEET MAINTENANCE	Operating	257,537.00	96,181.01	37.3%
	Capital	2,034,000.00	438,317.43	21.5%
	Personnel	429,590.60	84,121.37	19.6%
		2,721,127.60	618,619.81	22.7%
435 - -GIS	Operating	62,050.00	6,973.65	11.2%
	Personnel	194,857.14	45,090.47	23.1%
		256,907.14	52,064.12	20.3%
441 - URBAN FORESTRY	Operating	53,975.00	12,037.94	22.3%
	Capital	-	26,529.55	0.0%
	Personnel	269,901.72	70,498.06	26.1%
		323,876.72	109,065.55	33.7%
442 - CEMETERY	Operating	117,725.00	29,870.67	25.4%
	Capital	-	-	0.0%
	Personnel	212,696.95	56,260.14	26.5%
		330,421.95	86,130.81	26.1%
443 - PARKS	Operating	1,068,108.00	209,110.53	19.6%
	Capital	267,700.00	2,593.10	1.0%
	Personnel	1,369,271.01	294,083.81	21.5%
		2,705,079.01	505,787.44	18.7%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	80,000.00	7,000.00	8.8%
		80,000.00	7,000.00	8.8%
445 - RECREATION	Operating	253,358.00	33,564.27	13.2%
	Capital	-	-	0.0%
	Personnel	963,123.55	163,714.75	17.0%
		1,216,481.55	197,279.02	16.2%
451 - PLANNING & ZONING	Operating	32,918.95	6,509.31	19.8%
	Capital	-	-	100.0%
	Personnel	409,775.00	85,647.60	20.9%
		442,693.95	92,156.91	20.8%
452 - BUILDING INSPECTOR	Operating	27,500.00	2,581.83	9.4%
	Personnel	834,898.32	163,805.18	19.6%
	Capital	-	-	
		862,398.32	166,387.01	19.3%
453 - ENGINEERING	Operating	46,600.00	5,093.34	10.9%
	Capital	10,000.00	-	100.0%
	Personnel	798,399.67	151,370.63	19.0%
		854,999.67	156,463.97	18.3%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	90,705.00	32,824.15	36.2%
	Capital	-	-	0.0%
	Personnel	162,916.59	56,743.16	34.8%
		253,621.59	89,567.31	35.3%
465 - STREET LIGHTS	Operating	640,000.00	128,346.63	20.1%
		640,000.00	128,346.63	20.1%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	2,575,386.00	63,199.71	2.5%
	Capital	-	318.75	0.0%
		2,575,386.00	63,518.46	2.5%
482 - PERSONNEL POOL	Operating	4,894,400.00	1,223,600.01	25.0%
	Personnel	1,557,287.00	30,642.30	2.0%
		6,451,687.00	1,254,242.31	19.4%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		**42,807,548.73**	**8,430,378.08**	19.7%
002 - INSURANCE FUND	Operating	403,409.00	426,424.00	105.7%
		403,409.00	426,424.00	105.7%
003 - PERSONNEL FUND	Operating	52,500.00	7,846.00	14.9%
	Capital	-	-	0.0%
	Personnel	4,996,900.00	935,344.66	18.7%
		5,049,400.00	943,190.66	18.7%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	168,000.00	9,623.36	5.7%
	Capital	-	-	
		168,000.00	9,623.36	5.7%
008 - 911 FUND	Operating	2,327,994.81	80,152.32	3.4%
	Capital	-	26,280.81	0.0%
	Personnel	81,465.89	6,370.30	7.8%
		2,409,460.70	112,803.43	4.7%
011 - FACILITY BUILDING RESERVE FUND	Operating	3,772,000.00	-	0.0%
	Capital	8,548,000.00	405,332.67	0.0%
		12,320,000.00	405,332.67	0.0%
017 - ANNEXATION FUND	Operating	220,000.00	24,472.34	11.1%
	Capital	1,500,000.00	-	
		1,720,000.00	24,472.34	1.4%
023 - SPECIAL EVENTS FUND	Operating	145,470.00	4,990.53	3.4%
		145,470.00	4,990.53	3.4%
029 - CEMETERY IMPROVEMENTS FUND	Operating	208,000.00	-	0.0%
	Capital	42,000.00	4,400.00	
		250,000.00	4,400.00	1.8%
034- KOOTENAI FIRE/EMS IMPACT FEES				
	Operating	1,000,000.00	166,926.21	16.7%
		1,000,000.00	166,926.21	16.7%

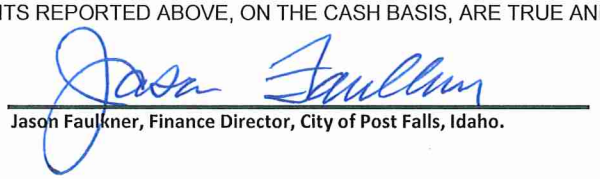
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED December 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,190,000.00	14,239.19	0.7%
	Capital	15,000.00	-	0.0%
		2,205,000.00	14,239.19	0.6%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,150,000.00	-	0.0%
	Capital	950,000.00	79,766.61	
		3,100,000.00	79,766.61	0.0%
038 - PARK IMPACT FEE FUND	Operating	319,000.00	-	0.0%
	Capital	3,311,000.00	533,282.33	16.1%
		3,630,000.00	533,282.33	14.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND	Operating	18,715,121.30	3,615,762.43	19.3%
incld: wwo, collections, recycled, surface	Capital	17,457,931.00	507,206.48	2.9%
	Personnel	2,393,469.70	512,484.14	21.4%
		38,566,522.00	4,635,453.05	12.0%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	930,509.00	337,954.50	36.3%
	Capital	5,435,600.00	238,595.25	4.4%
		6,366,109.00	576,549.75	9.1%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	16,090,000.00	339,794.70	2.1%
	Operating	6,455,000.00	-	
		22,545,000.00	339,794.70	1.5%
700 - SANITATION FUND	Operating	4,711,427.00	940,139.91	20.0%
		4,711,427.00	940,139.91	20.0%
750 - WATER OPERATING FUND	Operating	2,608,204.63	265,655.81	10.2%
	Capital	3,213,600.00	54,854.32	
	Personnel	955,998.81	210,944.96	22.1%
		6,777,803.44	531,455.09	7.8%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	5,685,000.00	1,411.20	0.0%
		5,685,000.00	1,411.20	0.0%
GRAND TOTAL		$ 159,860,149.87	$ 18,180,633.11	11.4%

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



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

City of Post Falls
Cash and Investments
12/31/2024

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	62,081,896.15
LGIP Acct 1441	292,025.23
First Financial Equity Corporation	
General Accts Investments	22,055,158.34
Contingency Accts	9,081,634.38
Replacement & Reserve Accts	61,400,879.90
Moreton Capital Investments	
Moreton Securities	20,778,452.37
Mountain West bank	
Repurchase Sweep Account	15,649,303.25
Checking Account	75,003.06
Cash on Hand	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	125.00
Park	-
Planning and Zoning	150.00
Total	$ 191,415,602.68

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

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

City of Post Falls

Treasurer's Report of Cash and Investment Transactions

12/31/2024

FUND	BALANCE 11/30/2024	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/2024
001 - GENERAL FUND	$ 32,033,495.46	$ 1,291,948.91	$ 3,388,282.51	$ 29,937,161.86
002 - COMPREHENSIVE LIABILITY	272,579.43	$ 15,162.61	$ 898.51	286,843.53
003 - PERSONNEL BENEFIT POOL	(428,931.16)	$ 411,762.88	$ 365,996.75	(383,165.03)
004 - STREET LIGHTS	-	$ -	$ -	-
007 - DRUG SEIZURE PROGRAM	208,282.31	$ 1,458.54	$ 1,399.27	208,341.58
008 - 911 SUPPORT	3,422,381.23	$ 75,599.46	$ 21,047.91	3,476,932.78
011 - FACILITY BUILDING RESERVE	12,067,273.31	$ 47,437.05	$ 147,631.53	11,967,078.83
017 - ANNEXATION FEES	1,787,976.35	$ 35,322.67	$ 19,619.19	1,803,679.83
023 - SPECIAL EVENTS	419,446.53	$ 6,130.57	$ 2,028.39	423,548.71
029 - CEMETERY CAPITAL IMPROVEMENT	539,895.19	$ 19,475.30	$ 7,752.89	551,617.60
034 - KOOTENAI FIRE/EMS IMPACT FEES	50,802.83	$ 46,929.28	$ 25,265.99	72,466.12
035 - PUBLIC SAFETY IMPACT FEES	3,058,171.80	$ 64,995.39	$ 12,615.23	3,110,551.96
037 - STREETS IMPACT FEES	7,919,966.55	$ 227,020.56	$ 17,001.60	8,129,985.51
038 - PARKS IMPACT FEES	5,618,807.85	$ 203,103.89	$ 79,530.84	5,742,380.90
039 - STREETS CAPITAL PROJECTS	-		$ -	-
402 - LID 99-1	(30,979.88)	$ -	$ -	(30,979.88)
410 - LID 2004	(64,460.14)	$ 2,718.25	$ -	(61,741.89)
450 - LID GUARANTEE	18,587.33	$ 117.05	$ 58.41	18,645.97
650 - RECLAIMED WATER OPERATING	74,275,776.07	$ 2,280,941.15	$ 1,961,736.55	74,594,980.67
651 - RECLAIMED WATER CAPITAL - WWTP	4,803,690.16	$ 620,637.52	$ 691,887.52	4,732,440.16
652 - RECLAIMED WATER CAPITAL - COLLECTOR	13,717,580.90	$ 936,743.89	$ 223,484.26	14,430,840.53
653-WASTEWATER STORM WATER	-	$ -	$ -	-
700 - SANITATION	1,404,669.63	$ 445,562.47	$ 463,282.78	1,386,949.32
750 - WATER OPERATING	25,816,964.79	$ 483,738.73	$ 276,448.31	26,024,255.21
753 - WATER CAPITAL	4,972,338.95	$ 26,979.31	$ 6,529.85	4,992,788.41
GRAND TOTAL:	**$ 191,884,315.49**	**$ 7,243,785.48**	**$ 7,712,498.29**	**$ 191,415,602.68**

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Mongeau Meadows 1st Addition Master Development Agreement (SUBD-24-2)

ITEM AND RECOMMENDED ACTION:
Approve the attached Master Development Agreement that is associated with the Mongeau Meadows 1st Addition Subdivision (SUBD-24-2). No presentation is planned for this item.

DISCUSSION:
On August 13, 2024 the Planning and Zoning Commission held a public hearing on the Mongeau Meadows 1st Addition subdivision and issued a reasoned decision approving the subdivision on September 23rd, 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 August 13, 2024 the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on September 23, 2024 approving the subdivision.

APPROVED OR DIRECTION GIVEN:
On August 13, 2024 the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on September 23, 2024 approving the subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Mongeau Meadows Signed MDA

MASTER DEVELOPMENT AGREEMENT
FOR
MONGEAU MEADOWS 1ST ADDITION SUBDIVISION
(File No. SUBD-24-2)

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Wild Horse Investments, LLC,** 14899 W. Strub Ave., Rathdrum, ID 83858 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 **5.81** 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 **Mongeau Meadows 1st Addition Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Mongeau Meadows 1st Addition Subdivision Narrative, Exhibit A-2, File # SUBD-24-2, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.

B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.

C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.

E. City acknowledges that the Developer, shall be allowed to develop the **Mongeau Meadows 1st Addition Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.

F. The Planning and Zoning Commission held a public hearing on **August 13, 2024** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Mongeau Meadows 1st Addition Subdivision File No. SUBD-24-2**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.

G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.

H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.

I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.

J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual

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

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described per **Exhibit 3**.

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event

State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the intent of the parties as envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

OWNER
Michael D. Stegmann (Manager)
Wild Horse Investments, LLC
14899 W. Stub Ave
Rathdrum, ID 83858

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty (30) day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of it 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 to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **seventeen (17)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: **General Description and Plan of Record (Mongeau Meadows 1st Addition Subdivision Narrative, Exhibit A-2, File # SUBD-24-2, Post Falls Community Development Department)**
Exhibit 2: **Reasoned Decision, Mongeau Meadows 1st Addition Subdivision**
Exhibit 3: **Legal Description and Map**

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 16th day of JAN, 2025

By: CITY OF POST FALLS, a Municipal Corporation

_____

Ronald G. Jacobson, Mayor

_____

Shannon Howard, City Clerk

By: Owner

_____

Wild Horse Investments, LLC
By: Michael D. Stegmann, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

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

(Stamp Above)

****** The Section Above is for City – Not for Applicant ******

OWNER/DEVELOPER

STATE OF Idaho)
:ss
County of Kootenai)

This record was acknowledged before me on 1/16/2025 by **Michael D. Stegmann** as Manager of Wild Horse Investments, LLC.

DEANN K STEFFAN
Notary Public - State of Idaho
Commission Number 20222439
My Commission Expires May 5, 2028

Notary Public for the state of ID
Residing at: Coeur d'Alene, ID
Commission Expires: /

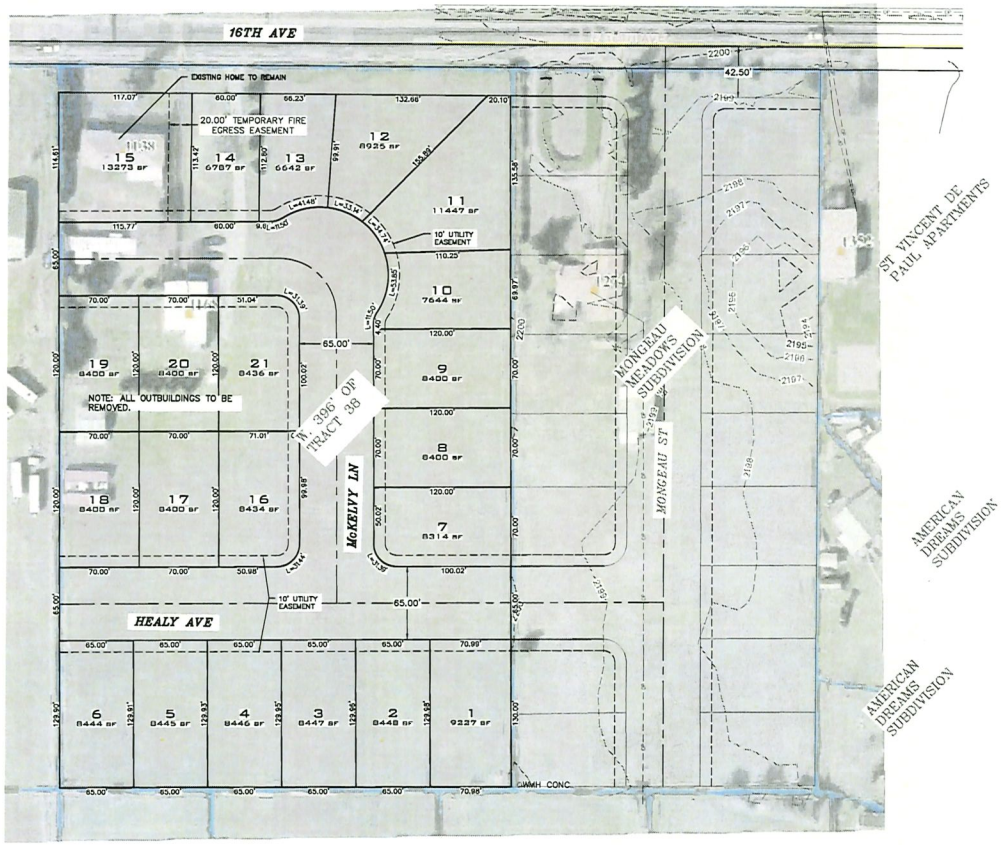
(Stamp Above)

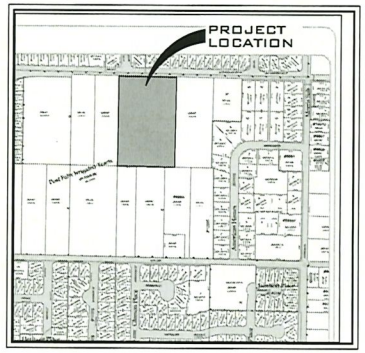
EXHIBIT 1

MONGEAU MEADOWS 1ST ADDITION
PRELIMINARY SUBDIVISION PLAN

LOCATED IN THE SW 1/4 OF
SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

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





VICINITY MAP

SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AB
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	5.81
NUMBER OF LOTS	21
MAXIMUM LOT AREA (SF)	13,273
MINIMUM LOT AREA (SF)	6,642
PROPERTY DENSITY (lots/ac)	3.61
AVERAGE LOT AREA (SF)	8,655
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

ENGINEERING (CONTACT)
THIS PRELIMINARY PLAT WAS PREPARED BY:
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, PE/PLS

OWNER
WLD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;

N
W E
S
GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 Inch = 50 ft.

City of Post Falls Approval
Approved By:
City Engineer Date

PROFESSIONAL ENGINEER REGISTERED 11617 STATE OF IDAHO RAYMOND D. KIMBALL

LEGEND
- FOUND MONUMENT AS NOTED
- SECTION CORNER
- SECTION QUARTER CORNER

NAVD - 88
BENCHMARK:

NO	DATE	BY	REVISIONS

PREPARED BY WHIPPLE CONSULTING ENGINEERS 5/7/24
RAY KIMBALL, P.E.

SCALE:	PROJ #: 24-3769	CML
HORIZONTAL: 1"=50'	DATE: 5/31/24	STRUCTURAL
VERTICAL:	DRAWN:	SURVEYING
	REVIEWED: RDK	TRAFFIC
		X PLANNING
		LANDSCAPE
		OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
2528 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-926-0227

MONGEAU MEADOWS
1ST ADDITION PRELIMINARY PLAT
16TH AVE
POST FALLS, ID

SHEET 1 OF 2
JOB NUMBER 24-3769

EXHIBIT 2

Mongeau Meadows Subdivision
File No. SUBD-24-2

Planning and Zoning Commission

Reasoned Decision

A. INTRODUCTION:

APPLICANT:	Ray Kimball, Whipple Consulting Engineers
OWNER:	Wild Horse Investments, LLC
LOCATION:	South of E. 16th Ave., midway between N. Idaho St. and N. Syringa St (south of the intersection of N. Quail Run Blvd. and E. 16th Ave.)
REQUEST:	To subdivide approximately 5.8-acres into a total of 21 lots within the City of Post Falls with a zoning request of Single Family Residential (R1).

B. RECORD CREATED:

1. A-1a Annexation Application
2. A-1b Subdivision Application
3. A-2 Annexation/Subdivision Narrative.
4. A-3 Vicinity Map
5. A-4 Preliminary Plat
6. A-5 Authorization Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 Philip 66 (YPL) Comments
13. PA-4 PFPD Comments
14. PA-5 DEQ Comments
15. PA-6 PFHD Comments
16. P&Z Staff Report
17. Testimony at the August 13, 2024, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the August 13, 2024, public hearing, the meeting was in-person and live-streamed on the city of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide 5.8-acres into 21 single family lots within the requested Single-Family Residential (R-1) zoning designation. The request is evaluated under the standards of PFMC § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the applicant, Ray Kimball on behalf of Wild Horse Investments, LLC, is requesting to annex and subdivide approximately 5.8-acres into 21 lots within the proposed Single Family Residential (R1) zoning district as part of the annexation request.

Mr. Manley testified that the property is located south of 16th Ave, between N. Idaho St. and N. Syringa

St. and the current usage of the property as large lot single family use is surrounded by single family homes. He testified as to the surrounding roads and that utility services were available from the city. The proposed subdivision plan showed the lot configuration and includes a road network connecting to the adjacent subdivisions.

Regarding the subdivision review criteria Mr. Manley testified that the street layout aligns with the city's transportation element, the site was free from significant soil or topographical hazards and the the subdivision proposal conforms to zoning requirements for single-family residences. Further that impact fees will be charged to cover the new development's fair share of regional infrastructure costs. Mr. Manley also testified that subdivision approval is contingent on annexation approval from City Council.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball presented on behalf of the applicant, echoing many of Mr. Manley's points adding that this is infill, the land use pattern, street classification, traffic patterns, existing and future land uses are all compatible with the Comprehensive Plan. It's surrounded by residential uses and is nearly ½ mile away from any commercial zoning. The property is shown as residential on the Future Land Use Map which is consistent with the R1 zoning request. There is a fire egress out to 16th Avenue that meets fire code. Provisions have been made to supply adequate water and sewer connections to the city. Right-of-way will be dedicated for 16th Avenue to City standards and provisions have been made to adequately provide connectivity to adjacent properties.

The hearing was opened for public comment.

In Favor: Wade Jacklin, Coeur d'Alene (Not wishing to speak): Excellent location for an infill neighborhood.

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

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.**

Based on the testimony supplied and the staff report, the Commission finds that the city has indicated there is adequate capacity to provide service to the subdivision as proposed.

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

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

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

The Commission determines that the subdivision and proposed layout are consistent with the city's Transportation Master Plan and will not have a negative impact on the local transportation system. The developer has worked with the city to provide connectivity between existing developments and planning for future developments.

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

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

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

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

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

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

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

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-12 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.

2. Corrections and additions, if any, to the subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.

3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.

4. The proposed subdivision must be completed in a single phase.

5. A Construction Improvement Agreement will be prepared and executed prior to commencement of construction for the subdivision.

6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.

8. Direct access from residential lots to 16th Avenue (Major Collector) shall be prohibited on the face of the plat, with the exception of Lot 15.

9. The driveway approaches for Lot 15 shall be configured to meet City Design Standards and maintain "looped" operation.

10. A Homeowners Association (HOA) will be formed to maintain the common right-of-way frontage along 16th Avenue including all landscaping, irrigation and removal of snow from sidewalks and trails.

11. Existing structures identified to remain will pay appropriate capacity fees, connect to the City sewer systems and remove existing septic systems in conformance with Panhandle Health requirements.

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

Not applicable.

E. CONCLUSION

SUBD-24-2: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on _____

10/8/24
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

EXHIBIT 3

MONGEAU MEADOWS 1ST ADDITION ANNEXATION/SUBDIVISION 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;

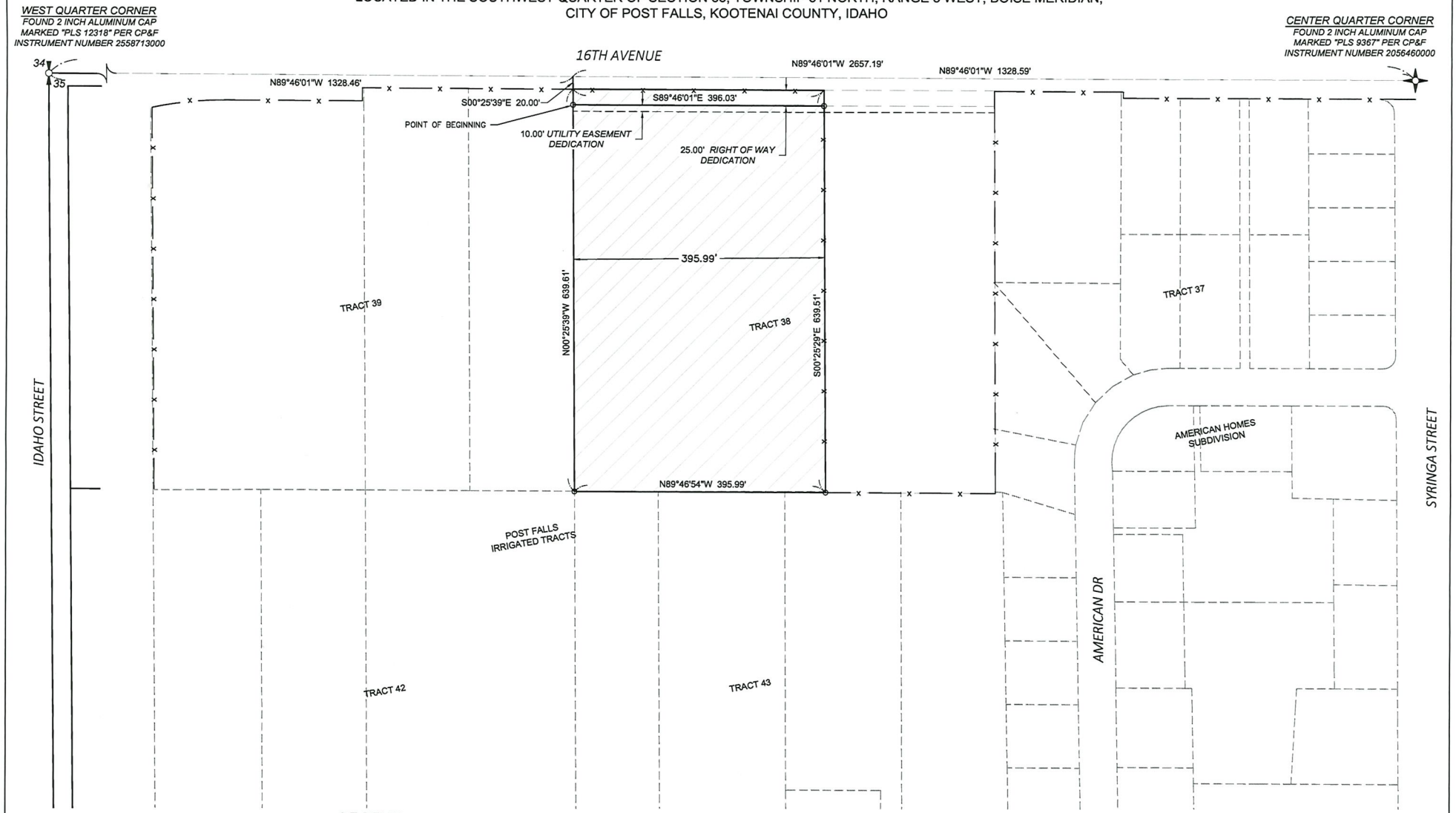
Thence leaving said South Right of Way line South 00°25'29" East a distance of 639.51 feet;

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**.

LEGAL DESCRIPTION EXHIBIT

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



LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

N
W E
S

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROJ #: 24-3769
DATE: 5/31/24
DRAFTED BY:RK/WAL
REVIEWED BY: RK

- CIVIL
- STRUCTURAL
- [X] SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

MONGEAU MEADOWS 1ST ADD
LEGAL DESCRIPTION EXHIBIT

SHEET 1 OF 1
JOB NUMBER 24-3769

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Foxtail 12th Addition Subdivision Construction Improvement Agreement

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ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision. No presentation is planned for this item.

DISCUSSION:
This Agreement reflects the construction phase of the Foxtail 12th Addition Subdivision, part of the Foxtail Planned Unit Development (PUD). The agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 36-lot subdivision located near E. Aquila Ave and N. Columba St. The application was submitted by Coeur Development, LLC. The construction drawings were approved on February 7, 2025.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:
N/A

ATTACHMENTS:
1. Foxtail 12th CIA - DRAFT
2. Foxtail 12th Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20___, respecting the development of **Foxtail 12th 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, **Melissa Wells,** execute this Agreement as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER	CITY
Melissa Wells	Ronald Jacobson, Mayor
Coeur Development, LLC	City of Post Falls
1859 N. Lakewood Dr.	408 Spokane Street
Coeur D'Alene, ID 83814	Post Falls, Idaho 83854
(208) 755-2886	(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 17.28.091instead 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:

Actual Cost of All Improvements	Percent to Secure Warranty
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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared **_____,** known, or identified to me to be the **_____** of the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ 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: _____

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

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

ATTACHMENT “A”
PROPERTY DESCRIPTION
FOR

Foxtail 12th Addition

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

ATTACHMENT “A”

ATTACHMENT “A”
FOXTAIL 12TH ADDITION – LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 88°57'56” EAST 2648.32 FEET; THENCE SOUTH 88°57'56” EAST 501.38 FEET TO A POINT; THENCE NORTH 19°44'39” EAST, ALONG THE WESTERLY LINE OF THE PLAT OF FOXTAIL 5TH ADDITION ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 553, RECORDS OF KOOTENAI COUNTY, IDAHO, 386.02 FEET TO THE NORTHWESTERLY CORNER OF TRACT Z OF SAID PLAT; THENCE ALONG THE OUTSIDE BOUNDARY OF THE PLAT OF FOXTAIL 9TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 908, RECORDS OF KOOTENAI COUNTY, IDAHO, THE FOLLOWING 17 COURSES AND DISTANCES:

1. THENCE CONTINUING NORTH 19°44'39” EAST 837.98 FEET;
2. THENCE SOUTH 89°36'16” EAST 514.63 FEET TO THE TRUE POINT OF BEGINNING;
3. THENCE SOUTH 00°23'44” WEST 100.00 FEET;
4. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 44°36'16” EAST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00”, A DISTANCE OF 31.42 FEET;
5. THENCE SOUTH 00°23'44” WEST 59.00 FEET;
6. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 45°23'44” WEST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00”, A DISTANCE OF 31.42 FEET;
7. THENCE SOUTH 00°23'44” WEST 240.73 FEET;
8. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 968.50 FEET, A CHORD BEARING OF SOUTH 05°58'26” EAST, A CHORD DISTANCE OF 214.88 FEET, THROUGH A CENTRAL ANGLE OF 12°44'19”, A DISTANCE OF 215.33 FEET;
9. THENCE SOUTH 12°20'35” EAST 114.23 FEET;
10. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 61°01'27” EAST, A CHORD DISTANCE OF 30.04 FEET, THROUGH A CENTRAL ANGLE OF 97°21'43”, A DISTANCE OF 33.99 FEET;
11. THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 442.50 FEET, A CHORD BEARING OF NORTH 63°09'19” EAST, A CHORD DISTANCE OF 105.02 FEET, THROUGH A CENTRAL ANGLE OF 14°16'45”, A DISTANCE OF 105.29 FEET;
12. THENCE NORTH 56°00'57” EAST 299.03 FEET;
13. THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 277.50 FEET, A CHORD BEARING OF NORTH 74°17'20” EAST, A CHORD DISTANCE OF 142.66 FEET, THROUGH A CENTRAL ANGLE OF 36°32'46”, A DISTANCE OF 145.11 FEET;
14. THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 46°47'15” EAST, A CHORD DISTANCE OF 28.66 FEET, THROUGH A CENTRAL ANGLE OF 91°32'56”, A DISTANCE OF 31.96 FEET;
15. THENCE NORTH 01°00'47” EAST 4.39 FEET;
16. THENCE SOUTH 88°59'13” EAST 55.00 FEET;

17. THENCE SOUTH 89°36'16” EAST 145.01 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 38, OF THE PLAT OF FOXTAIL 6TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 660, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE DEPARTING THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 9TH ADDITION, ALONG THE WESTERLY BOUNDARY OF SAID PLAT OF FOXTAIL 6TH ADDITION THE FOLLOWING 4 COURSES AND DISTANCES:

1. THENCE NORTH 01°00'47” EAST 324.02 FEET;
2. THENCE NORTH 00°23'44” EAST 55.00 FEET;
3. THENCE SOUTH 89°36'16” EAST 2.24 FEET;
4. THENCE NORTH 00°23'44” EAST 120.00 FEET;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID PLAT OF FOXTAIL 6TH ADDITION NORTH 89°36’16” EAST 779.18 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.708 ACRES, MORE OR LESS.

FOXTAIL 12TH ADDITION
A PORTION OF S.30 T.51N., R.04W., B.M.

UTILITY STATEMENT

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

811 Know what's below. Call before you dig.

CITY OF POST FALLS APPROVAL

APPROVED BY:

CITY ENGINEER DATE

COEUR DEVELOPMENT, LLC
1221 W. EMMA AVE., STE. 300, COEUR d'ALENE, ID 83814
PHONE: (509) 768-1761

FOXTAIL 12TH ADDITION

LOT LAYOUT

PROFESSIONAL ENGINEER LICENSED 21951 STATE OF IDAHO MICHAEL J. LEATHAM 1-7-25

CITY OF POST FALLS PUBLIC SERVICES
DEPARTMENT, ENGINEERING DIVISION
408 N. SPOKANE STREET
POST FALLS, ID 83854
PHONE #: (208)773-3511

VERTICAL DATUM - NAVD 88

PROJECT BENCHMARK:
ALUMINUM CAP IN CYPRESS FOX LP, APPROX. 150 FEET NORTH OF THE INTERSECTION OF CYPRESS FOX LOOP AND MARBLE FOX AVENUE

#	DATE	BY	REVISION

SCALE
HOR. 1"=50'
VERT. N/A

PROJECT #: 0097.09
DESIGNED BY: KWE
CHECKED BY: MJL

LOT LAYOUT

3 OF 23

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

Coeur Development, LLC

FOR

Foxtail 12th Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Foxtail 12th 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: **$__404,669.25**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$__217,668.50**

3. Other improvements for which bonding is required: $ -0-

4. Street trees within public right-of-way: **$__25,800.00**

5. Total cost of improvements: **$__648,137.75**

6. Warranty amount: **$__48,610.33**

ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR

Foxtail 12th Addition

Developer to submit detailed cost estimates.

Foxtail 12th Addition
Engineer Estimate - CIA
January 7, 2025

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
6200 - Site Preparation/Grading							
		6205 - Clearing & Grubbing					**$12,522.00**
1		Mobilization	1	LS	$12,000.00	0%	$12,000.00
2		AC Sawcut	87	LF	$6.00	0%	$522.00
		6210 - Excavation & Grading					**$31,729.80**
1		Road Subgrade Prep (Public Road)	3,586	SY	$1.80	0%	$6,454.80
2		Finish Grading (replace topsoil openspace)	1,300	CY	$8.00	0%	$10,400.00
3		Construction Entrance	1	EA	$1,500.00	0%	$1,500.00
4		Inlet Protection	5	EA	$75.00	0%	$375.00
5		Concrete Washout Area	1	EA	$500.00	0%	$500.00
6		Silt Fence	2,500	LF	$5.00	0%	$12,500.00
6250 - Sewer							
		6250 - Sewer					**$140,450.60**
1		8" PVC Sanitary Sewer	1,364	LF	$44.15	0%	$60,220.60
2		Adjust Exist. Manhole to Grade	2	EA	$800.00	0%	$1,600.00
3		48" Manholes	6	EA	$3,700.00	0%	$22,200.00
4		Sewer Services Sleeve	1	EA	$750.00	0%	$750.00
5		Sewer Services	32	EA	$1,740.00	0%	$55,680.00
6300 - Stormwater							
		6300 - Stormwater					**$26,275.00**
1		Sidewalk Underdrain (Separated Sidewalk)	1	EA	$2,235.00	0%	$2,235.00
2		4' Wide Curb Cut/Concrete Channel to Underdrain	1	EA	$575.00	0%	$575.00
3		Curb Cut	12	EA	$400.00	0%	$4,800.00
4		10" PVC Storm Pipe	91	LF	$50.00	0%	$4,550.00
5		Catch Basin	2	EA	$2,535.00	0%	$5,070.00
6		Drywell Type A (Single)	3	EA	$3,015.00	0%	$9,045.00
6350 - Water							
		6350 - Water System					**$203,181.00**
1		8" PVC Water Main	1,698	LF	$52.00	0%	$88,296.00
2		8" Fittings	2	EA	$1,015.00	0%	$2,030.00
3		8" Gate Valve w/ Box	5	EA	$1,950.00	0%	$9,750.00
4		1" Water Services	35	EA	$2,375.00	0%	$83,125.00
5		Fire Hydrant Assemblies	3	EA	$5,700.00	0%	$17,100.00
6		4" Sleeve under sidewalk at water meter	36	EA	$80.00	0%	$2,880.00
6400 - Streets & Walkways							

Foxtail 12th Addition
Engineer Estimate - CIA
January 7, 2025

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
		6405 - Streets, Curbs, & Gutter					**$114,782.85**
1		Asphalt Roadway 2" AC over 4" Base	3,586	SY	$20.25	0%	$72,616.50
2		Rolled Curb and Gutter	2,097	LF	$19.45	0%	$40,786.65
3		Standard Curb and Gutter	63	LF	$21.90	0%	$1,379.70
		6410 - Sidewalks					**$69,091.50**
1		5' Concrete Sidewalk	10,882	SF	$5.75	0%	$62,571.50
2		Pedestrian Ramps	4	EA	$1,630.00	0%	$6,520.00
6450 - Utilities - Dry							
		6450 - Dry Utilities					**$12,837.50**
1		Dry Utilities Trenching (Ex, Bed, and Backfill only)	1,975	LF	$6.50	0%	$12,837.50
6500 - Signage, Striping, Mailboxes							
		6505 - Landscaping					**$29,017.50**
1		Public Street Trees	43	EA	$600.00	0%	$25,800.00
2		Hydroseed ROW and Common Area	17,875	SF	$0.18	0%	$3,217.50
		6520 - Signage					**$6,600.00**
1		Signage	6	EA	$700.00	0%	$4,200.00
2		Town & Country Street Light	2	EA	$1,200.00	0%	$2,400.00
		6525 - Mailboxes					**$1,650.00**
1		Concrete Mailbox Pad	2	EA	$630.00	0%	$1,260.00
2		CBU Mailbox Installation	2	EA	$195.00	0%	$390.00
					TOTAL		**$648,137.75**

ATTACHMENT “D”
EVIDENCE OF SURETY
FOR

Foxtail 12th 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.

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

Coeur Development, LLC

FOR

Foxtail 12th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 12th Addition**

Dated: **2/7/2025**

By: **Coeur Development, LLC – Mike Leaming, P.E.**

Sheets 1 through **23**

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

Coeur Development, LLC

FOR

Foxtail 12th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.

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

Foxtail 12th Addition

Week	Activity
3-31-25	*Mobilization/Mass Grading*
4-7	*Sewer Main*
4-14	*Sewer Main*
4-21	*Sewer Main and Services*
4-28	*Sewer Services*
5-5	*Water Main*
5-12	*Water Services*
5-19	*Water Services*
5-26	*Storm*
6-2	*Dry Utility Crossings*
6-9	*Curbs and Walks*
6-16	*Curbs and Walks*
6-23	*Subgrade Prep*
6-30	Pave
7-7-25	*Dry Utility Ditch and Clean up*

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

Coeur Development, LLC

FOR

Foxtail 12th 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.

36 Lots X $350.00 = **$ 12,600.00**

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

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **LED Town & Country**

2 lights X 12 months X **$ 25.25** per month = **$ 606.00**

TOTAL = $ 606.00

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

Coeur Development, LLC

FOR

Foxtail 12th 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

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

Coeur Development, LLC

FOR

Foxtail 12th 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

Coeur Development, LLC

FOR

Foxtail 12th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Mike Leaming, P.E.

ENGINEERING FIRM: Coeur Development, LLC

ADDRESS: 1221 W. Emma Ave Ste 300

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

PHONE NO.: (509) 768-5761

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

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

Coeur Development, LLC

FOR

Foxtail 12th 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

Coeur Development, LLC

FOR

Foxtail 12th 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

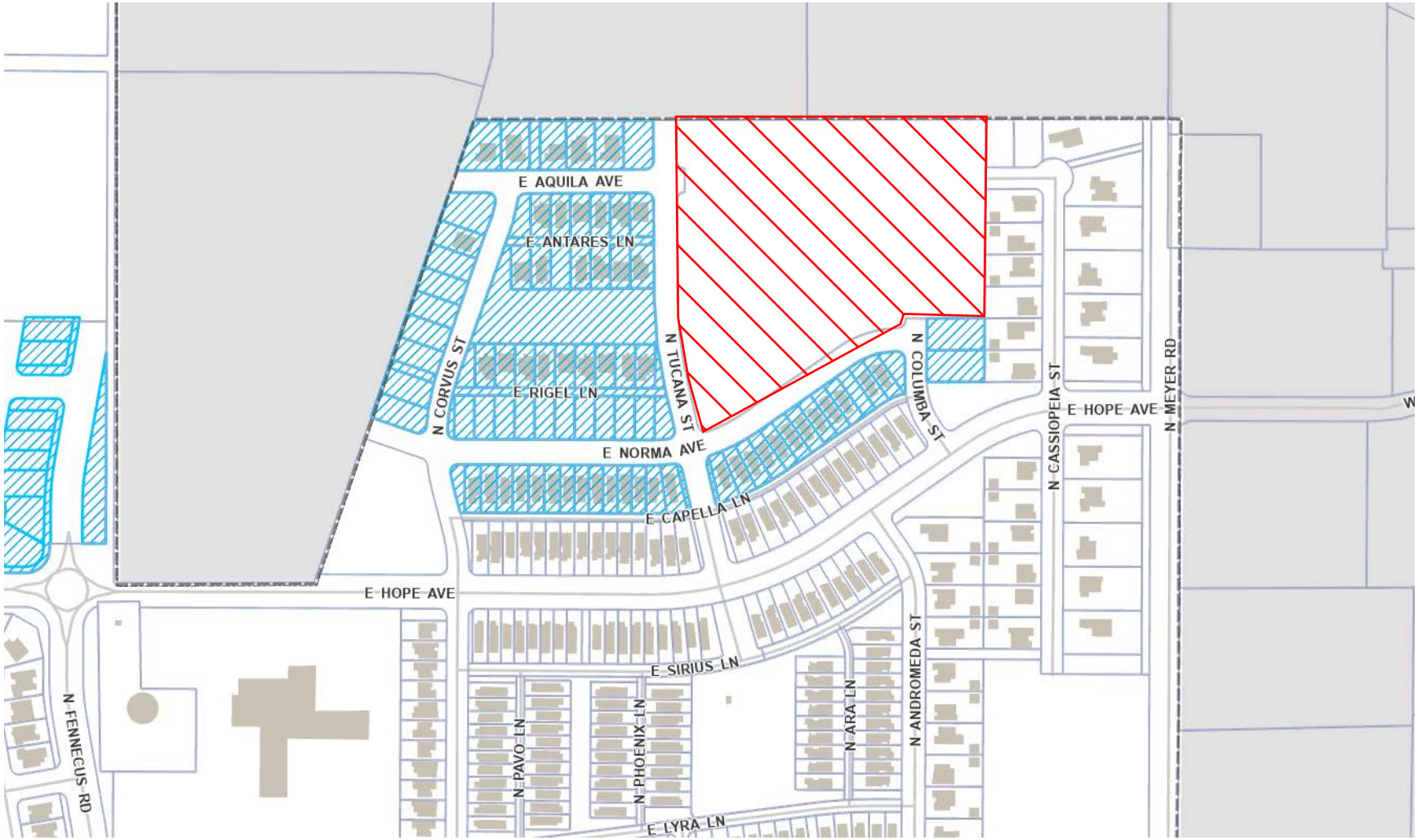
Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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



FOXTAIL 12TH ADDITION LOCATION MAP

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Acceptance of 16th Ave. Rights of Way & Easement for Mongeau Meadows Annexation (ANNX-24-3)

ITEM AND RECOMMENDED ACTION:
This item is the acceptance of grant of rights-of-way & easement for the Mongeau Meadows Annexation (ANNX-24-3), which was approved by the city council following a public hearing on October 15, 2024. Staff requests that the city council review and accept the submitted grant of rights-of-way and easement. No presentation is planned for this item.

DISCUSSION:
On October 15, 2024, the city council held a public hearing to consider a request to annex approximately 5.8 acres with Single Family (R-1) zoning. Following the hearing, the city council approved the annexation request and the Reasoned Decision was approved on December 17, 2024. In the annexation agreement, the developer agreed to dedicate rights of way and an easement along the property's frontage on 16th Ave. between Idaho and Syringa Streets. Staff has prepared the attached grant of rights-of-way and easement for city council's review and acceptance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council heard the Mongeau Meadows 2024 Annexation request on October 15, 2024, and approved the reasoned decision on December 17, 2024.

APPROVED OR DIRECTION GIVEN:
As noted above, staff has prepared the attached grant of rights-of-way & easement for city council's review.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Applicant Signed ROW and Easement

GRANT OF RIGHT-OF-WAY
Mongeau Meadows 2024 Annexation
E. 16th Ave.
File No. ANNX-24-3

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

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET OF THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

GRANTOR(S):

Wildhorse Investments, LLC

By _____
Michael D. Stegmann, Manager

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~~ Florida)
:ss
County of ~~Kootenai~~ Lee)

On this 10th day of Feb, 2025, before me, a Notary for the State of Idaho, personally appeared **Michael D. Stegmann,** known, or identified to me to be the **Manager** of **Wildhorse Investments, LLC**, an Idaho Limited Liability Company, who is the person(s) whose

name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Wildhorse Investments, LLC** and that he is duly authorized to do the same.

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

D&D

Notary Public for the State of FL
Residing at: Sanibel, FL
Commission Expires: 12/25/25

DUSTIN DARIANO
MY COMMISSION # HH 169311
EXPIRES: December 25, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A

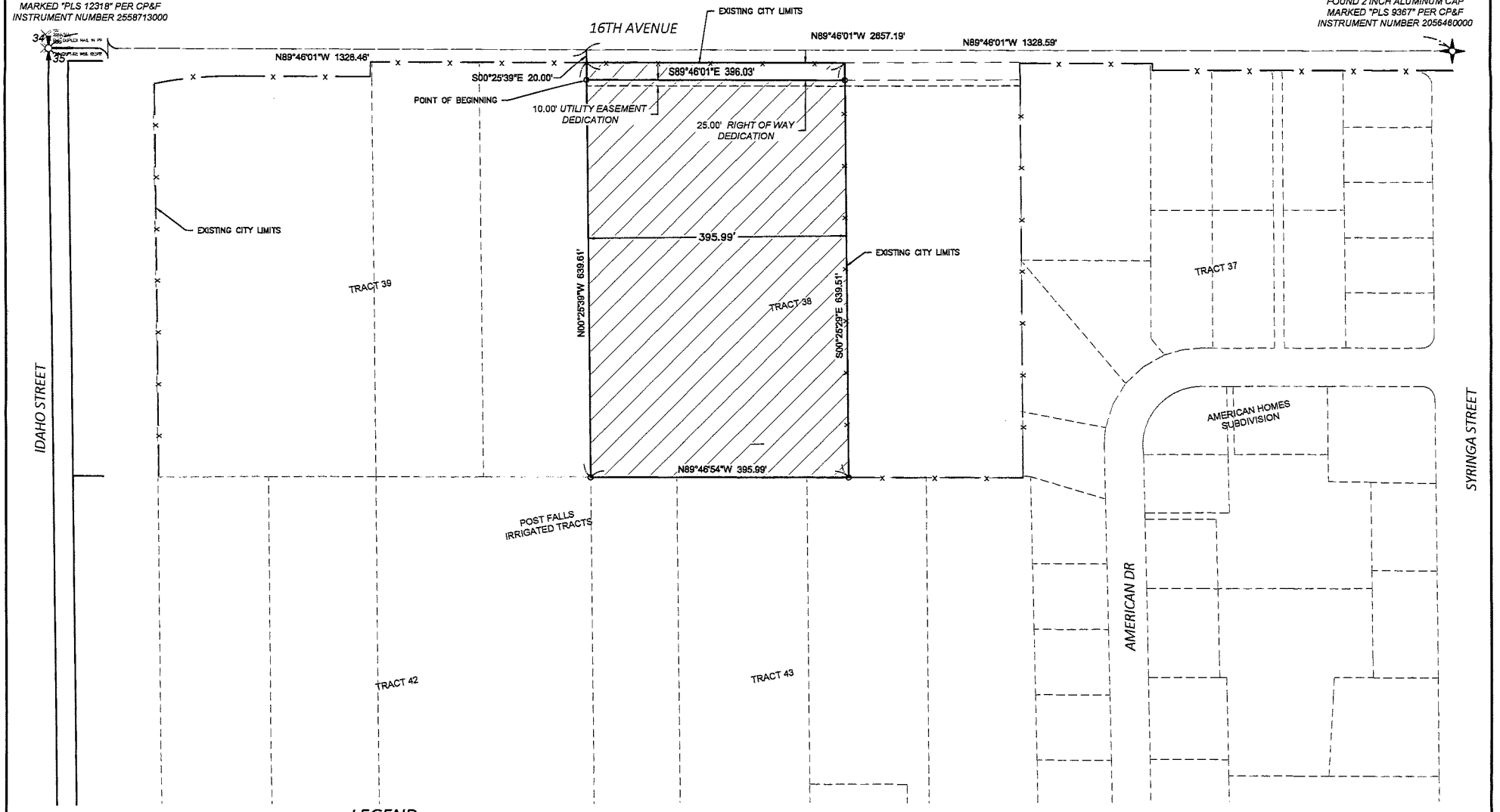
LEGAL DESCRIPTION-RIGHT OF WAY DEDICATION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 25 FEET OF THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO.

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



LEGEND

- AREA TO BE ANNEXED
- x EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

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W E
S

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROJ #: 24-3769
DATE: 5/31/24
DRAFTED BY:RK/WAL
REVIEWED BY: RK

- CIVIL
- STRUCTURAL
- [X] SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

MONGEAU MEADOWS 2024
ANNEXATION EXHIBIT

SHEET 1 OF 1
JOB NUMBER 24-3769

GRANT OF EASEMENT
Mongeau Meadows Annexation
E. 16th Ave.
File No. ANNX-24-3

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

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10 FEET OF THE NORTH 35 FEET OF THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

GRANTOR(S):

Wildhorse Investments, LLC

By _____
Michael D. Stegmann, Manager

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~~ Florida)
:ss
County of ~~Kootenai~~ Lee)

On this 10th day of Feb, 2025, before me, a Notary for the State of Idaho, personally appeared **Michael D. Stegmann,** known, or identified to me to be the **Manager** of **Wildhorse Investments, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Wildhorse Investments, LLC** and that he is duly authorized to do the same.

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

_____
Notary Public for the State of FL
Residing at: Sanibel, FL
Commission Expires: 12/25/25

DUSTIN DARIANO
MY COMMISSION # HH 169311
EXPIRES: December 25, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION-EASEMENT

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:

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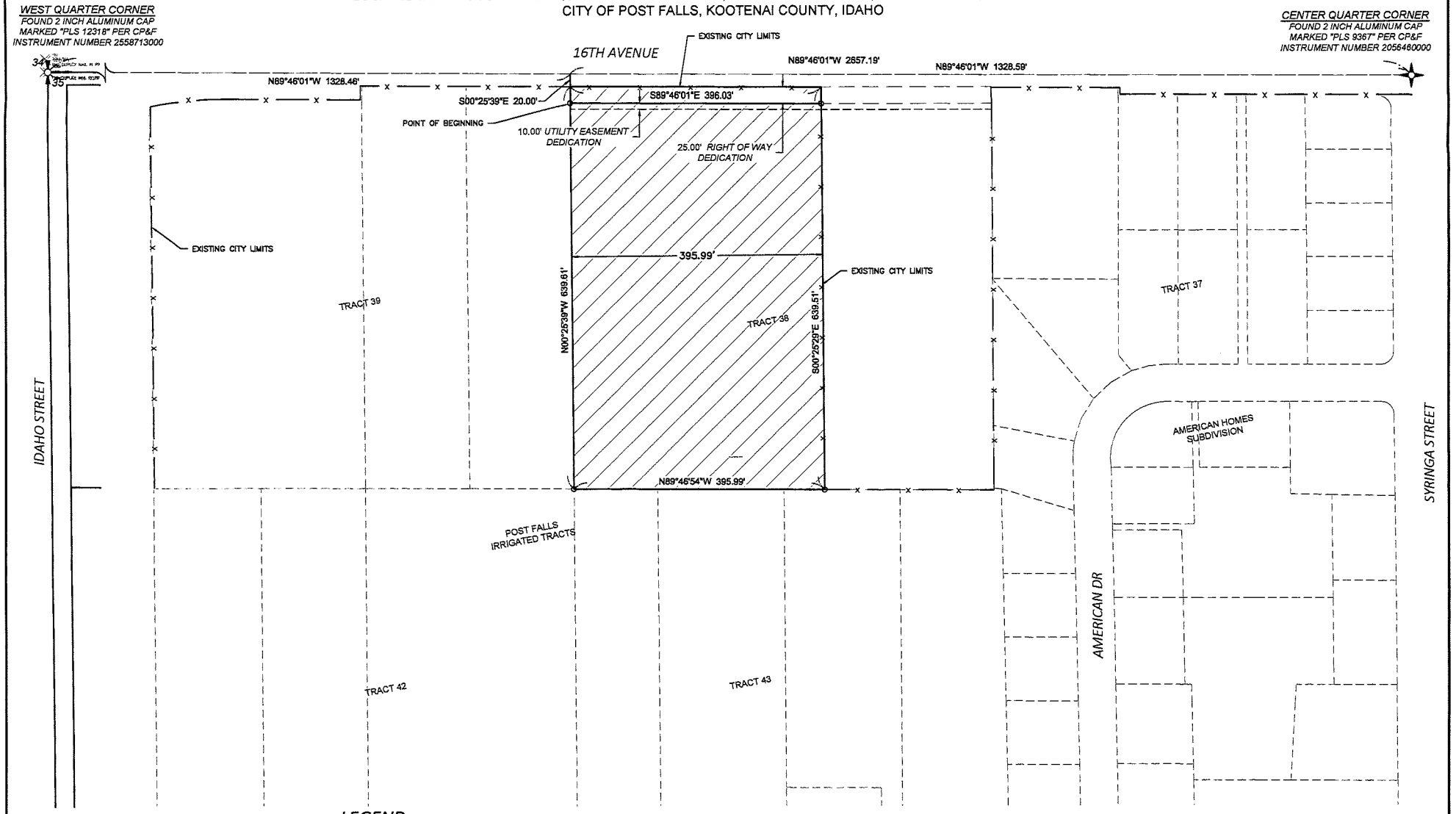
ANNEXATION EXHIBIT A

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



LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

N
W E
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21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

PROJ #: 24-3769
DATE: 5/31/24
DRAFTED BY:RK/WAL
REVIEWED BY: RK

- CIVIL
- [X] STRUCTURAL
- [X] SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

MONGEAU MEADOWS 2024
ANNEXATION EXHIBIT

SHEET 1 OF 1
JOB NUMBER 24-3769

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Mongeau Meadows 1st Addition Subdivision Construction Improvement Agreement

---

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

DISCUSSION:
This Agreement reflects the construction phase of the Mongeau Meadows 1st Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 21-lot subdivision located near E. 16th Ave and N. Mongeau St. The application was submitted by Wild Horse Investments, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls.

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

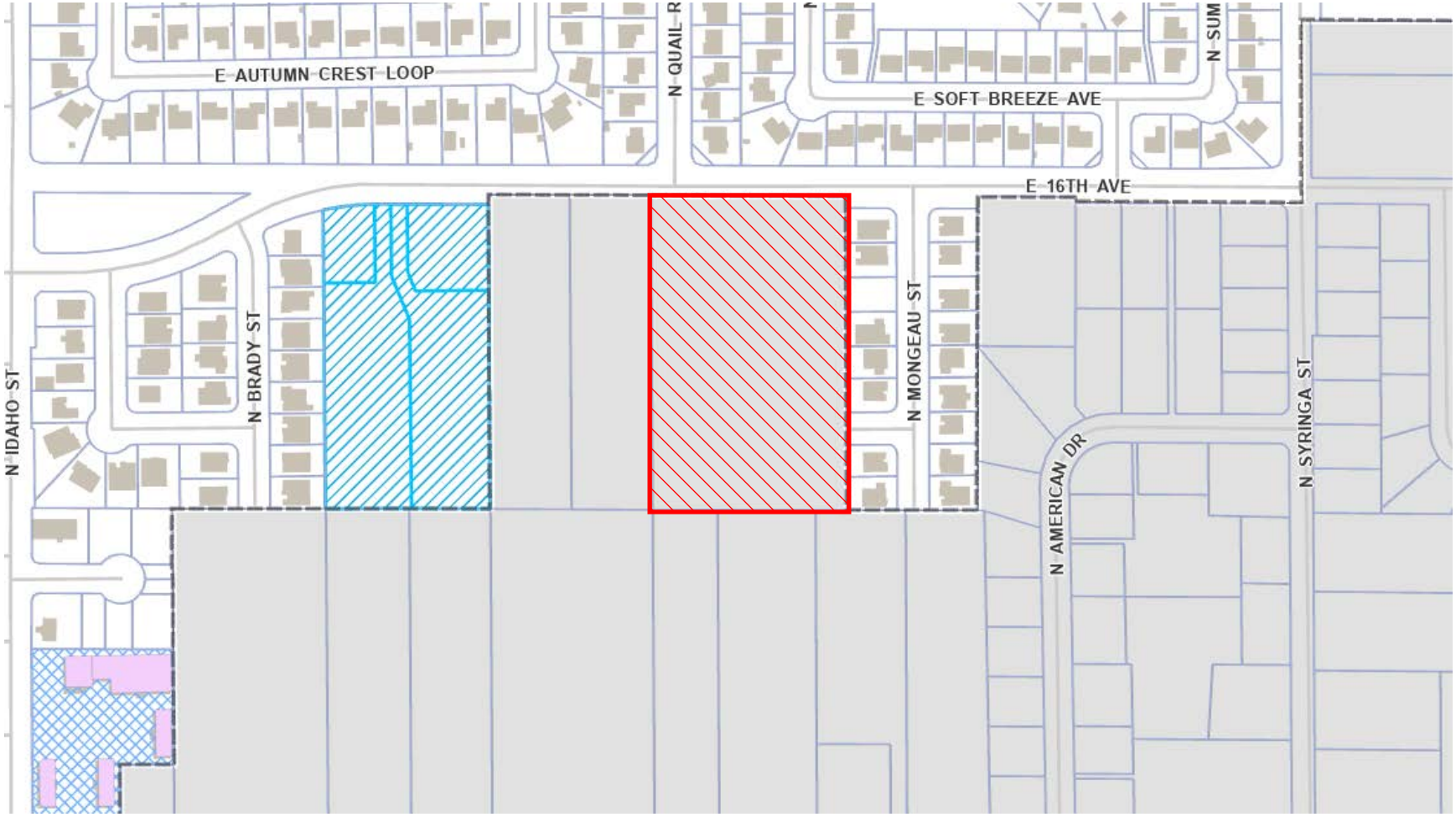
ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
February 18, 2025 - Master Development Agreement (SUBD-24-2)

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. Mongeau Meadows 1st Addition Location Map
2. Draft CIA



MONGEAU MEADOWS 1ST ADDITION LOCATION MAP

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 **Wild Horse Investments, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20___, respecting the development of **Mongeau Meadows 1st 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, **Michael Stegmann,** 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
Michael Stegmann, President
Wild Horse Investments, LLC
14899 W. Stubb Ave.
Rathdrum, ID 83858

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 17.28.091instead 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:

Actual Cost of All Improvements	Percent to Secure Warranty
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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

On this ___ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared **_____,** known, or identified to me to be the **_____** of the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ 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: _____

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

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

ATTACHMENT “A”
PROPERTY DESCRIPTION
FOR

Mongeau Meadows 1st Addition

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

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

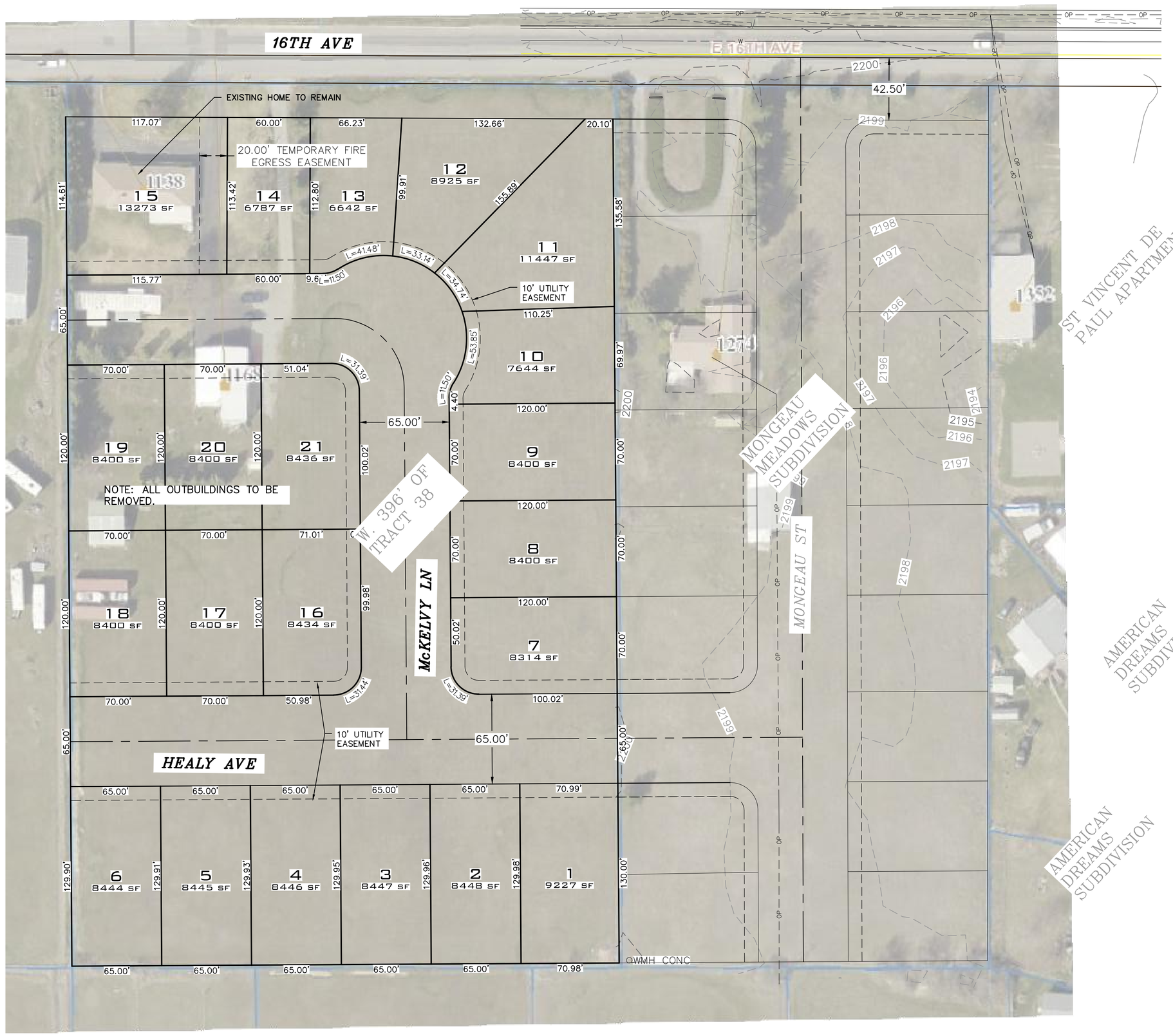
THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;

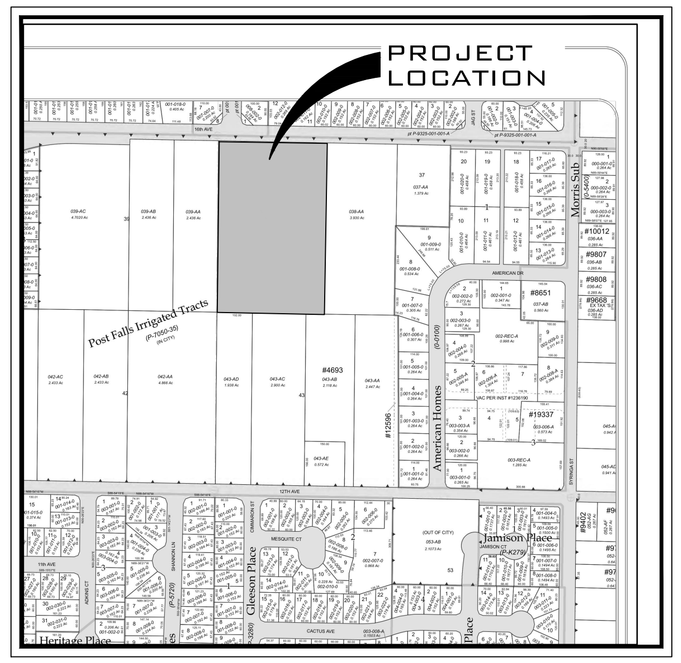
SW $\frac{1}{4}$, SECTION 35, T. 51 N., R. 5 W., B.M.

MONGEAU MEADOWS 1ST ADDITION
PRELIMINARY SUBDIVISION PLAN

LOCATED IN THE SW 1/4 OF
SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

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





VICINITY MAP

SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AB
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	5.81
NUMBER OF LOTS	21
MAXIMUM LOT AREA (SF)	13,273
MINIMUM LOT AREA (SF)	6,642
PROPERTY DENSITY (lots/ac)	3.61
AVERAGE LOT AREA (SF)	8,655
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

ENGINEERING (CONTACT)
THIS PRELIMINARY PLAT WAS PREPARED BY:
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, PE/PLS

OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 396 FEET OF TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO;

N
W E
S
GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

City of Post Falls Approval
Approved By:
City Engineer Date

PROFESSIONAL ENGINEER REGISTERED 11617 STATE OF IDAHO RAYMOND D. KIMBALL

LEGEND
- FOUND MONUMENT AS NOTED
- SECTION CORNER
- SECTION QUARTER CORNER

NAVD - 88
BENCHMARK:

PREPARED BY WHIPPLE CONSULTING ENGINEERS 5/7/24
RAY KIMBALL, P.E.

NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL: 1"=50'
VERTICAL:

PROJ #: 24-3769
DATE: 5/31/24
DRAWN:
REVIEWED: RDK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- [X] PLANNING
- LANDSCAPE
- OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
2928 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-926-0227

MONGEAU MEADOWS
1ST ADDITION PRELIMINARY PLAT
16TH AVE
POST FALLS, ID

SHEET 1 OF 2
JOB NUMBER 24-3769

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Mongeau Meadows 1st 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: **$__703,293.86**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$_-0-**

3. Other improvements for which bonding is required: $ -0-

4. Street trees within public right-of-way: **$__15,600.00**

5. Total cost of improvements: **$_718,893.86**

6. Warranty amount: **$__53,917.04**

ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR

Mongeau Meadows 1st Addition

Developer to submit detailed cost estimates.

EXHIBIT A - Peck & Peck Bid Schedule
Project - Mongeau Meadows 1st Add

Peck & Peck EXCAVATING, INC.

Date: 1/17/2025

Item	Description	Quantity	Unit	Unit Price	Total Price
	Clearing & Grubbing				
1	Mobilization	1	LS	$ 12,000.00	$ 12,000.00
2	Strip Topsoil and Haul off (Assume 16")	4740	TN	$ 11.50	$ 54,510.00
3	Strip Topsoil and Place on lots	8557	CY	$ 7.50	$ 64,177.50
4	Traffic Control	1	LS	$ 3,500.00	$ 3,500.00
	Demolition				
1	Remove Asphalt	1	LS	$ 647.00	$ 647.00
2	Remove Buildings	1	LS	$ 12,959.00	$ 12,959.00
3	Remove Trees	1	LS	$ 5,190.00	$ 5,190.00
4	Remove Fence	1	LS	$ 350.00	$ 350.00
5	Well Abandonment	1	LS	$ 6,210.00	$ 6,210.00
6	Asbestos Survey	1	LS	$ 3,680.00	$ 3,680.00
	Excavation & Grading				
1	Structural Grading	7500	CY	$ 4.50	$ 33,750.00
2	Road Subgrade Prep	3706	SY	$ 2.00	$ 7,412.00
3	Inlet Protection	7	EA	$ 75.00	$ 525.00
4	Construction Entrance	1	LS	$ 1,500.00	$ 1,500.00
5	AC Saw Cut Existing Road	535	LF	$ 3.50	$ 1,872.50
6	Swale	14340	SF	$ 0.40	$ 5,736.00
	Sewer				
1	8" PVC Sanitary Sewer	952	LF	$ 42.22	$ 40,193.44
2	48" Manholes	4	EA	$ 3,939.61	$ 15,758.44
3	Sewer Services	21	EA	$ 1,671.97	$ 35,111.37
	Stormwater				
1	Drainage Curb Cut	35	EA	$ 240.04	$ 8,401.40
2	Drywell Type A (Single)	2	EA	$ 3,200.00	$ 6,400.00

Item	Description	Quantity	Unit	Unit Price	Total Price
3					
	Water				
1	8" PVC Water Main	940	LF	$ 46.22	$ 43,446.80
2	8" Fittings	2	EA	$ 777.23	$ 1,554.46
3	8" Gate Valve w/ Box	5	EA	$ 2,239.12	$ 11,195.60
4	Water Connection	1	EA	$ 1,215.20	$ 1,215.20
5	1" Water Services	21	EA	$ 2,706.51	$ 56,836.71
6	Irrigation Meter	1	EA	$ 2,706.51	$ 2,706.51
7	Fire Hydrant Assemblies	1	EA	$ 7,522.22	$ 7,522.22
8	Blow Off	2	EA	$ 2,155.30	$ 4,310.60
	Streets, Curbs, & Gutter				
1	Asphalt Roadway 2" AC Over 4" Base	3176	SY	$ 20.37	$ 64,695.12
2	Asphalt Roadway 3" AC Over 4" Base	530	SY	$ 30.71	$ 16,276.30
3	Rolled Curb and Gutter	1770	LF	$ 22.03	$ 38,993.10
4	Standard Curb and Gutter	501	LF	$ 27.23	$ 13,642.23
5	Bollards	6	EA	$ 417.10	$ 2,502.60
	Irrigation Sleeving				
1	4" Irrigation Sleeving	45	LF	$ 13.50	$ 607.50
	Sidewalks				
1	4" Concrete Sidewalk	10400	SF	$ 6.33	$ 65,832.00
2	6" Concrete Sidewalk	2180	SF	$ 8.05	$ 17,549.00
3	Pedestrian Ramps	7	EA	$ 2,200.18	$ 15,401.26
	Dry Utilities				
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	1446	LF	$ 8.00	$ 11,568.00
2	Street Lights	3	EA	$ 1,000.00	$ 3,000.00
	Signage, Striping, Mailboxes				
1	Street signs	6	EA	$ 1,200.00	$ 7,200.00

Item	Description	Quantity	Unit	Unit Price	Total Price
2	Type II Barricades	5	EA	$ 1,245.00	$ 6,225.00
3	Type III Barricades	4	EA	$ 1,345.00	$ 5,380.00
4	Install Mailbox	2	EA	$ 275.00	$ 550.00
5	Concrete Mailbox Pad	1	EA	$ 800.00	$ 800.00
Total of Bid Schedule					**$ 718,893.86**

ATTACHMENT “D”
EVIDENCE OF SURETY
FOR

Mongeau Meadows 1st 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.

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Mongeau Meadows 1st Addition**

Dated: **2/10/25**

By: **Whipple Consulting Engineers**

Sheets 1 through **17**

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.

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

Mongeau Meadows 1ST Add.

Week Of	Activity
1/27	*Mobilize*
2/3	*Strip Site/Demo*
2/10-2/24	*Site Prep*
3/3	*Sewer*
3/10	*Sewer*
3/17	*Water*
3/24	*Water*
3/31	*Dry Utilities and Subgrade*
4/7	*Prep and Pour Curbs*
4/14	*Prep and Pour Walks*
4/21	*Prep for Pavement*
4/28	*Pave Roads*
5/5-5/19	*Mainline Utilities*
5/26	*Signage and Punch List*
6/2	*Finish Clean up and Punch List*

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st 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.

21 Lots X $350.00 = **$ 7,350.00**

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

Wild Horse Investments, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Uilities**

Street light type: **100w Equivalent LED**

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

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

Sanitary sewer cap fee of **$ 7,735.00** to connect **existing structures** to City sanitary sewer.

1 (# of SF homes) x $7,675.00	=	**$ 7,675.00**
_____ (# of Commercial service units) x $7,675.00	=	$ _____
1 (# of structures connecting) x (Utility Deposit = $60.00) =		**$ 60.00**

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) $7,675.00

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

_____ 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 **$ 3,655.00** for existing structures or irrigation service to common areas.

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

Water Cap Fees

1	**x**	**3/4" – 1"**	**= $3,320.00 Residential**	**=**	**$ 3,320.00**
_____	**x**	**1"**	**= $5,534.00 Commercial**	**=**	**$**
_____	**x**	**1-1/2"**	**= $11,068.00**	**=**	**$**
_____	**x**	**2"**	**= $17,709.00**	**=**	**$**

Meter Fees

_____	**x**	**3/4"**	**= $ 254.00**	**=**	**$**
1	**x**	**1"**	**= $ 325.00**	**=**	**$ 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

1 (# of irrigation service connections) x Utility Deposit $10 = **$ 10.00**

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Ray Kimball, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers

ADDRESS: 21 S. Pines Rd.

CITY: Spokane Valley STATE: WA ZIP: 99206

PHONE NO.: 509-893-2617

E-MAIL ADDRESS: rkimball@whipplece.com

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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st 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

Wild Horse Investments, LLC

FOR

Mongeau Meadows 1st 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

Wild Horse Investments, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

X The Developer agrees to plant the **5** external street trees approved in the Landscaping Plan along E. 16th Avenue and will not utilize the Cash In Lieu of Planting Street Trees option.

X The Developer agrees to cash out the **21** internal 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 **$ 12,600.00**, and is based upon **21** 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
PUBLIC HEARINGS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Early Dawn & Zorros Annexation File No. ANNX-24-1

ITEM AND RECOMMENDED ACTION:
This agenda item is a public hearing on a request to annex an approximately 9.63 acre parcel located at the northwest corner of E. Early Dawn Ave. and N. Zorros Rd. and the related annexation agreement. The hearing also addresses a request to zone the parcel as Community Commercial Services (CCS). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 9.63-acres and if the adopted zone change criteria have been met for zoning designation of Community Commercial Services (CCS).

DISCUSSION:
The applicant, Lanzce Douglass, is requesting the City Council annex an approximately 9.63-acre parcel, located at the northwest corner of E. Early Dawn Ave. and N. Zorros Rd. and zone the property as Community Commercial Services (CCS). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):
1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

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

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
On October 24th, 2024, the Planning and Zoning Commission recommended that the City Council approve the proposed Community Commercial Services (CCS) associated with the annexation request.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. CC_ANNX-24-1 Early Dawn and Zorros Staff Report
2. CC_Early Dawn Zorros Annexation Powerpoint
3. Exhibit PA-7 ITD Comment_CC_Early Dawn & Zorros
4. Exhibit PA-8 Phillips 66 Comment_CC
5. Exhibit PA-9 PFHD Comment_CC_Early Dawn & Zorros
6. Exhibit PA-10 DEQ Comment_CC_Early Dawn
7. Exhibit PC-2 Xhudo_Early Dawn & Zorros_ANNX-24-1
8. Exhibit PC-3 Whipple Comment_Early Dawn & Zorros_ ANNX-24-1

CITY OF POST FALLS
STAFF REPORT

DATE: January 30, 2025

TO: CITY COUNCIL

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: STAFF REPORT FOR THE FEBRUARY 18, 2025, CITY COUNCIL MEETING
EARLY DAWN & ZORROS ANNEXATION ANNX-24-1

INTRODUCTION:

Todd Whipple, with Whipple Engineering is requesting, on behalf of Lanzce Douglass, the property owner, approval to annex approximately 9.63-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS) (Exhibit A-2). The City Council must conduct a public hearing to review the proposed zoning and annexation per the per the Legislative review criteria for annexations and the Quasi-Judicial Zone Change review criteria contained in Post Falls Municipal Code Section 18.20.100.

Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

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

PROJECT INFORMATION:

Project Name / File Number: Early Dawn & Zorros File No. ANNX-24-1

Owner(s): Lanzce Douglass, 1402 E Magnesium Rd. Suite 202, Spokane Valley, WA 99217

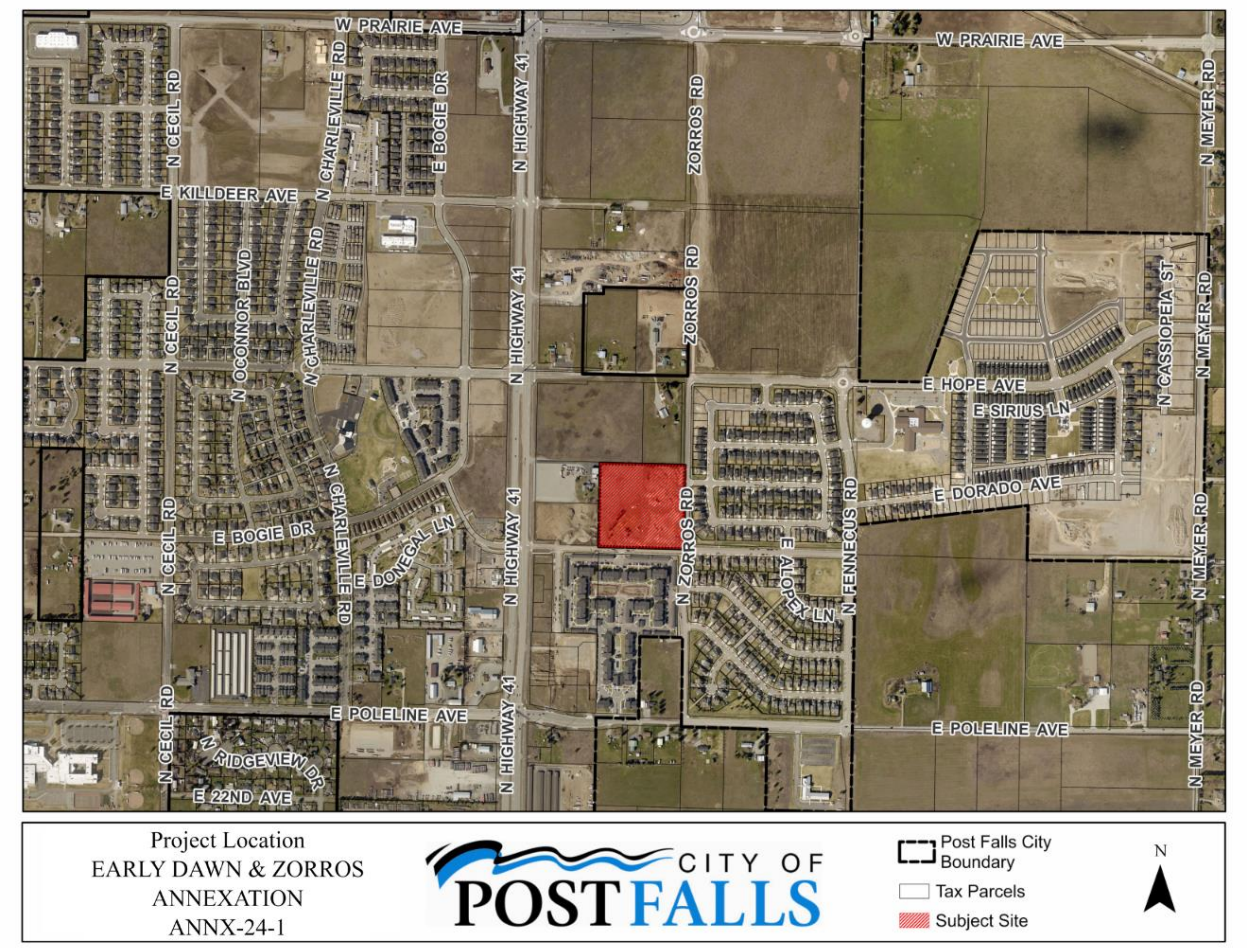
Applicant: Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

Project Description: Annex 9.63-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

Project Location: The property is generally located northwest corner of E. Early Dawn Ave. and N. Zorros Rd.

AREA CONTEXT (proposed site hatched red below):

Area Context Vicinity Map



Surrounding Land Uses: Located to the north is a vacant lot and a large residential lot within the City of Post Falls. Across N. Zorros Rd. to the east is the single-family residential Foxtail Subdivision. To the south across E. Early Dawn Ave. is the Bluegrass Apartments. Directly west is the Early Dawn Commercial Center, which is currently under construction, and a large lot residential home.

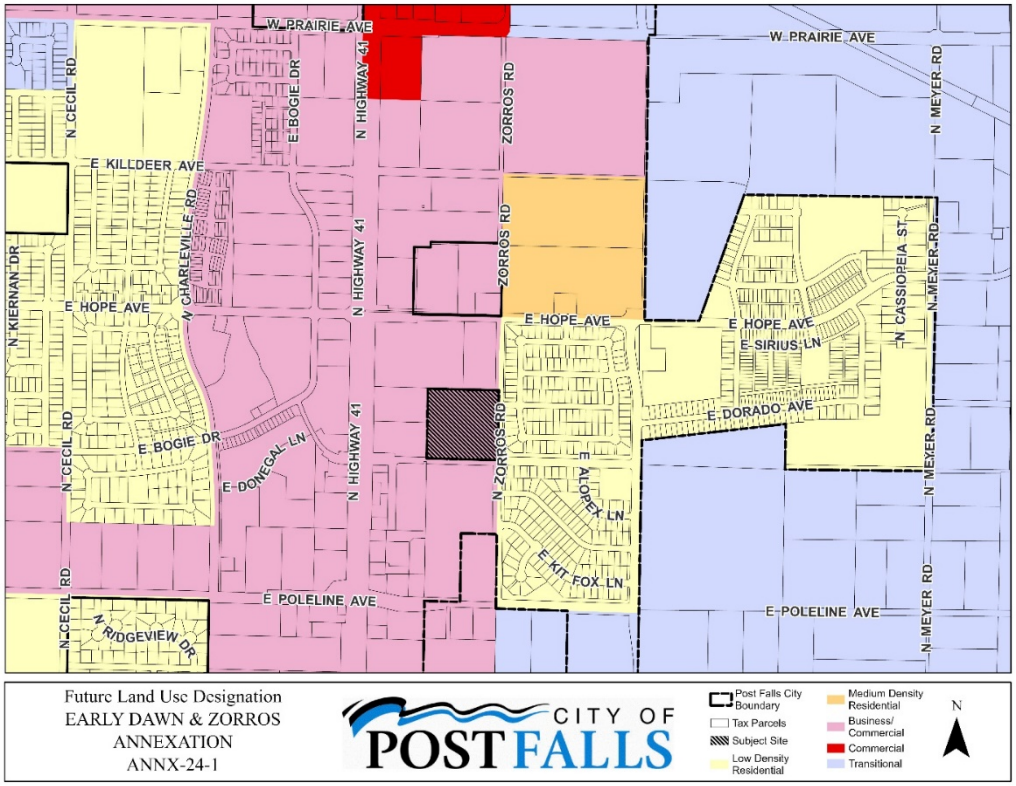
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

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

   The Future Land Use Map classifies this property with the land use designation of **Business/Commercial** (See Following Image). This category provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. The implementing zoning district details the breadth and types of uses that would be permitted within the Business/Commercial area. Multifamily uses may also be integrated into Business/ Commercial areas. Compatible non-residential uses are also allowed under special conditions. Technology park land uses that provides for a mix of light manufacturing, warehousing, business park, service commercial, and multifamily uses in areas with suitable land and transportation access that are buffered appropriately to residential and other uses typically seen as incompatible with technology park activities. The following are the Implementing Zoning Districts: LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area.



The proposed annexation is located within the 41 North Focus Area, which states the following:

The Highway 41 corridor promises to rival Seltice in terms of importance as a retail, mixed-use residential, and services district. The 2016 Highway 41 Corridor Master Plan calls for the creation of "collector" and "backage roads" parallel to 41 to aid the corridor's suitability for mixed-use development. These, the plan envisions, will allow regional retail, residential and service uses to

coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower-intensity residential development expected to occur to the east and west. Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, **growth should include strategically located, carefully-designated land uses incorporating trails and an interconnected, walkable street network**. Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services.

The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area (in **bold** below are items the proposal could be consistent with):

- **Focus provisions for multi-family, commercial, and tech uses near higher classified roadways;**
- **Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail and SH41 Trail;**
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- **Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;**
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

Staff Comment: The proposed Community Commercial Services (CCS) zone aligns with other zoning districts along the Highway 41 corridor and is an implementing zoning district within the future land use designation. The 41 North focus area descriptions reaffirms commercial zoning with its proximity to Highway 41 and its adjacent roadway classifications.

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

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

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits.

Goal 2: Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.

Municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure accountability and efficiency.

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

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems.

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

  Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service relating to parks, public safety, multi-modal, streets and Fire/EMS services.

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

  Staff Comment: Additional commercial services, or amenities, for the public may help further long-term fiscal health of the City by supporting both the residents and other commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life.

  Staff Comment: Annexing this property in the City may assist improving the resident's quality of life through further development. Being in a county island, the adjacent roadway would be dedicated for rights-of-way and frontage improvements to be constructed once developed. This would include improvements such as sidewalks, trees, swales and curbing as needed through the site plan review process. Future development could compliment other future nearby commercial services that

is needed for the City of Post Falls and therefore help the residents to have access to the service.

- Promote compatible, well-designed development.

  Staff Comment: Development will be required to meet City design standards through development and the permitting processes.

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

  Staff Comment: Transportation impacts, sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping.

  Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

  Staff Comment: Existing uses to the west and north are a mix of commercial and legal non-conforming single-family homes within a commercial zoning district. Early Dawn Commercial is being constructed and will align with any future commercial uses. Any special use permits in the future will be decided upon by the Planning and Zoning Commission. There are multi-family uses to the south across E. Early Dawn Avenue, which is allowed through a special use permit in the CCS zone. Single-family subdivision makes up the land uses across N. Zorros Road to the east. Once rights-of-ways are dedicated, the separation between the proposed site and the single-family subdivision will be approximately 80-feet.

- Infrastructure and service plans.

  Staff Comment: Sanitary Sewer for the site is located along the property boundaries of Early Dawn Ave. and Zorros Rd. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The current The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

  The Site is subject to the 12th Avenue Surcharge for sanitary sewer that supplements the development of sewer forcemains from the 12th Ave. Lift Station to the Water Reclamation Facility. The current surcharge (August 2024) is $3,259.87 per Service Unit (SU). Surcharge rates are adjusted each year on October 1 by the Construction Cost Index published by the Engineering News Index. Sewer surcharges are collected at the time of site development at the rate currently in effect at the time of building permit application and with the issuance of building permits.

  If the site connects into the sewer main in Zorros Rd., it would be additionally subject to the Meyer Line Surcharge. The Meyer Line Surcharge supplements the extension of a sewer transmission main along Horsehaven Ave. and Fennecus Road. The current

surcharge (August 2024) is $818.67 per Service Unit (SU). Surcharge rates are adjusted each year on October 1 by the Construction Cost Index published by the Engineering News Index. Sewer surcharges are collected based on the current fee in place at the time of site development with the issuance of building permits.

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

The Site is located within and currently provided water service from the Ross Point Water District.

- Existing and future traffic patterns.

Staff Comment: The property's boundary is adjacent to Early Dawn Ave. and Zorros Rd., both classified Minor Collector roadways. The site is ¼-mile east of a three-quarter access point to SH41 and ¼-mile north of Poleline Ave. Zorros Rd. is identified within the SH41 Corridor Master Plan and City Transportation Master Plan as part of a Backage roadway system intended to supplement local traffic movements parallel to SH41 and enhance long term capacity of SH41 for regional transportation. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Early Dawn Ave. and Zorros Rd. – Minor Collectors, 80-foot road rights-of-way, as measured respectively from the existing southern and eastern rights-of-way lines thereof. Zorros Rd. would require an additional 10-foot sidewalk, drainage, and utility easement to be provided adjacent to the dedicated rights-of-way. Early Dawn Ave. would require an additional 15-foot sidewalk, drainage and utility easement to be provided adjacent to the dedicated rights-of-way.

The City's Transportation Master Plan identifies an 1/8-mile backage roadway between Early Dawn Ave. and Hope Ave. The purpose of the 1/8-mile backage roadway is to provide access and local circulation adjacent to the SH41 Corridor, while preserving the capacity and regional connectivity needs of the State Highway. The 1/8-mile backage roadway could be comprised of a local access roadway, private roadway or commercial drive that allows cross access between properties. No rights-of-way or easements for the 1/8-mile collector roadway would be required with annexation, as the final route location would be established with site development.

Dedication of rights-of-way and easements for the minor collector roadways, along with the future construction of required frontage improvements and the 1/8-mile backage roadway, with site development, will aid in facilitating the completion of necessary collector roadway improvements identified within the City's Transportation Master Plan to maintain adopted levels of service for transportation in the SH41 Corridor.

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

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact, whether as an outright allowed use in the CCS or through a special use permit. Having this approved to be incorporated into the City may help meeting this policy.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas.

  Staff Comment: The site is currently within a County "island".

- That have readily available service infrastructure and capacity.

  Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer infrastructure is located adjacent to the property in Early Dawn Ave. and Zorros Rd. The City has capacity and is willing to provide service to the site.

  Sections of Early Dawn and Zorros Rd. currently provide connection from the site to SH41 and Poleline Ave. Sections of those roadways that are currently within the City of Post Falls boundary have been developed to City Standards. Dedications of rights-of-way and easement would aid in accommodating the completion of missing improvements within the county island section, aiding in maintaining desired roadway levels of service and accomplishing the goals of the City's Transportation Master Plan and SH41 Corridor Master Plan.

- That support increased development intensity near the urban core.

  Staff Comment: The location of the proposed annexation is not near the urban core, but is within the proximity to a commercial corridor and this may, upon development, increase intensity to support the existing commercial uses along Highway 41.

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have and will be followed for this proposal.

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

Staff Comment: Additional rights-of-way(s) and easement(s) would need to be

provided as part of annexation. Annexation shall include all rights-of-way adjoining the site currently within the County.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along N. Zorros Road and E. Early Dawn Avenue.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of the site roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways for both E. Early Dawn Avenue and N. Zorros Road.

Policy 45: Guide annexation decisions guided by and considering:

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

  Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

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

- Studies that evaluate environmental and public service factors.

  Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. Per Idaho Code, no Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision. (Yellow Stone Pipeline is approximately 1,200 feet south of the subject properties southern boundary) The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The site is subject to the 12th Ave. Surcharge. Existing capacity is not a guarantee of future service.

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

  Staff Comment: The property is abutting the City of Post Falls on three (3) sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water and water reclamation facilities adjoining the site.

  Rights-of-way of Early Dawn Ave. and Zorros Rd., adjacent to the site, are owned and maintained by the City of Post Falls. Annexation and development of the site facilitates the completion of urban transportation improvements that partially exist along the property's frontages.

  Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

Policy 71: Promote the planting and protection of trees citywide, helping.

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and any new proposed trees to help identify the below bulleted items.

- Beautify and enhance community value.
- Provide shade and comfort.
- Affirm the city's association with the outdoors and its historic origins.
- Provide wildlife habitat.

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

   Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city" at this point in time.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)

Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PLANNING AND ZONING PUBLIC AGENCY COMMENTS:

- Exhibit PA-1 Post Falls School District – Remains neutral
- Exhibit PA-2 Kootenai County Fire & Rescue – Will comment during permit process
- Exhibit PA-3 Yellowstone Pipeline Co. – No comments
- Exhibit PA-4 Post Falls Police Department – Remains neutral
- Exhibit PA-5 Post Falls Highway District – No comments

PUBLIC PROCESS:

On October 24, 2024, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Community Commercial Service (CCS) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation dated December 10, 2024 includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on January 30, 2025 and mailed to property owners within 300 feet of the proposed project on January 30, 2025. Notice has been published in the Coeur d'Alene Press on January 31, 2025. The property will be posted by February 7, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 9.63-acres and if the adopted zone change criteria have been met for zoning designation of Community Commercial Services (CCS). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1 Annexation Application
Exhibit A-2 Narrative
Exhibit A-3 Vicinity Map
Exhibit A-4 Owner Authorization
Exhibit A-5 Will Serve Letter

Staff Exhibits:

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

Exhibit S-4 P&Z Minutes
Exhibit S-5 P&Z Zoning Recommendation
Exhibit S-6 Early Dawn and Zorros Annexation Agreement

Planning and Zoning Commission Testimony:

Exhibit PA-1 PFSD Comments
Exhibit PA-2 KCFR Comments
Exhibit PA-3 YPL Comments
Exhibit PA-4 PFPD Comments
Exhibit PA-5 PFHD Comments
Exhibit PC-1 Williams Comments

Exhibit A-1

Annexation

ANNX-24-1

Submitted On: May 28, 2024

Applicant

Austin Fuller
5098932617
@ afuller@whipplece.com

Primary Location

Point Location: 47.7342, -116.8895

Application Information

Did an Annexation Pre-app take place?

No

Applicant Type

Engineer

Description of Project/Reason for Request

The project site is a County island surrounded by urban zoning and adjacent to urban levels of development.

Existing Zoning

Agricultural

Adjacent Zoning

CCS, R-1

Current Land Use

Border

Adjacent Land Use

Business/Commercial

Proposed Zone

CCS

Owner Information

Name

Douglass Properties Llc

Company

--

Phone

509.893.2617

Email

lanzce@irentspokane.com

Address

1402 E Magnesium Rd. STE 202

City, State, Zip Code

Spokane Wa 99217

Application Certification

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

true

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

true

Exhibit A-2

Whipple Consulting Engineers, Inc.

WCE No. 23-3546
May 10, 2024

Post Falls Planning and Zoning Commission
C.O.: Jon Manley, Planning Manager
408 N. Spokane Street
Post Falls, ID 83854

Re: City of Post Falls
Early Dawn & Zorros – Annexation Narrative

To whom it may concern:

This letter is intended to serve as a written narrative for a proposed annexation of parcel 0-6360-30-042-AA, AIN 192891 (Early Dawn Property) on 4171 E. Early Dawn Avenue into the City of Post Falls. This letter discusses zoning information, how the proposal relates to the City of Post Falls Annexation Goals and Policies Future Land Use Plans, and any impact the proposal would have on City services.

Site Description

This annexation application is in regards to the subject property located in the Agriculture Zone in Kootenai County, Idaho in Section 30, Township 51 North, Range 4 West, B.M. The City of Post Falls Future Land Use Map designates the property for annexation as Business/Commercial. The Early Dawn Property is one approximately 9.67-acre rectangular parcel, listed as Kootenai County tax parcel number 0-6360-30-042-AA. The Early Dawn Property has frontage on Corsac Fox Avenue to the northeast, Zorros Road to the east, and Early Dawn Avenue/North Market to the south.

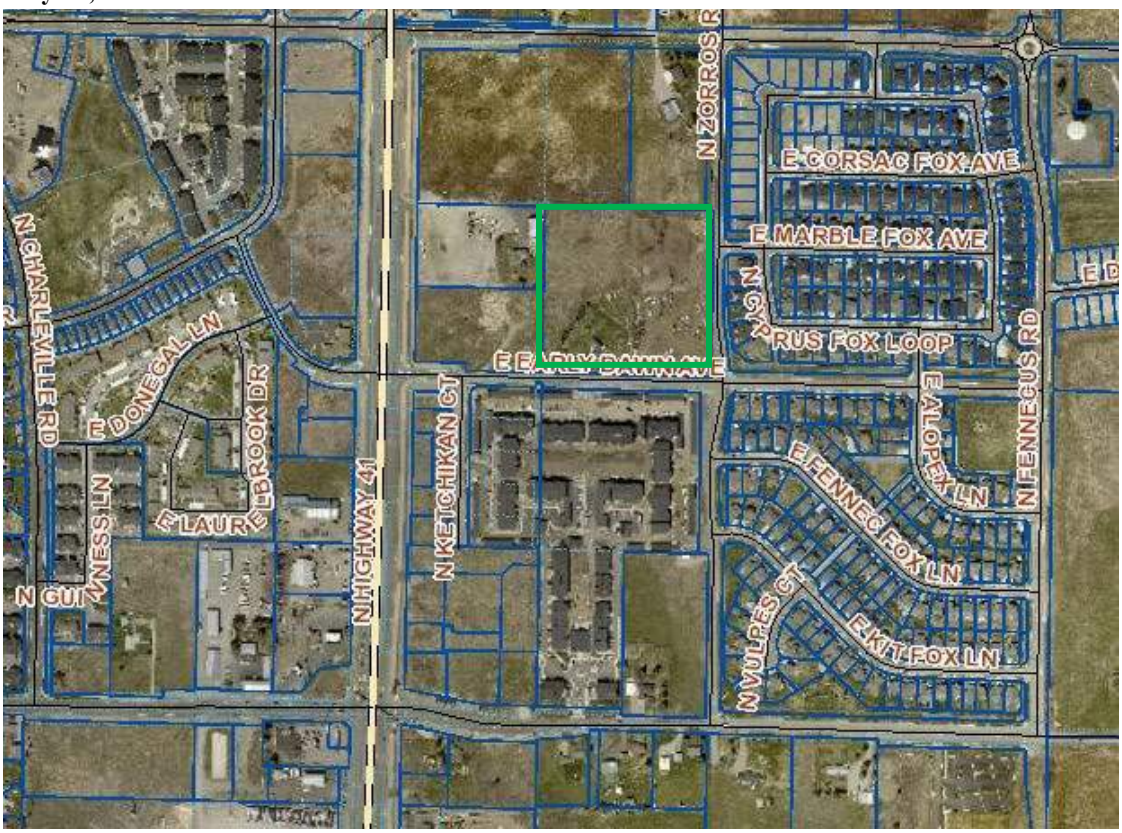


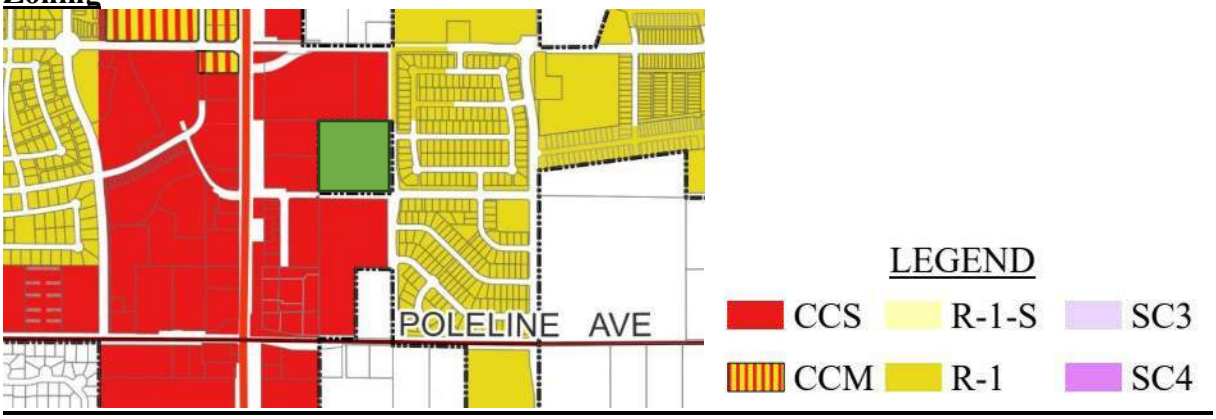
Figure 1: Property outlined in green.

Background

In 2020, the previous owner of the Early Dawn Property applied for annexation into the City with a zoning request of High-Density Multi-Family Residential (R-3). This application was supported by City Staff and the staff report was generally in favor of the proposed annexation. This annexation was denied by City Council in part due to the developing Highway 41, which was completed in 2022.

In 2022, WCE on behalf of Douglass Properties, LLC, applied for annexation of the Early Dawn Property into the City of Post Falls with a zoning request of CCS. That application was again supported by City Staff, and the staff report was generally in favor of the proposed annexation. That annexation was denied by City Council again, in part due to the developing Highway 41.

Zoning



The site is currently located in the Kootenai County Agricultural Zone and is also located in the Border designation of the Kootenai County Comprehensive Plan.

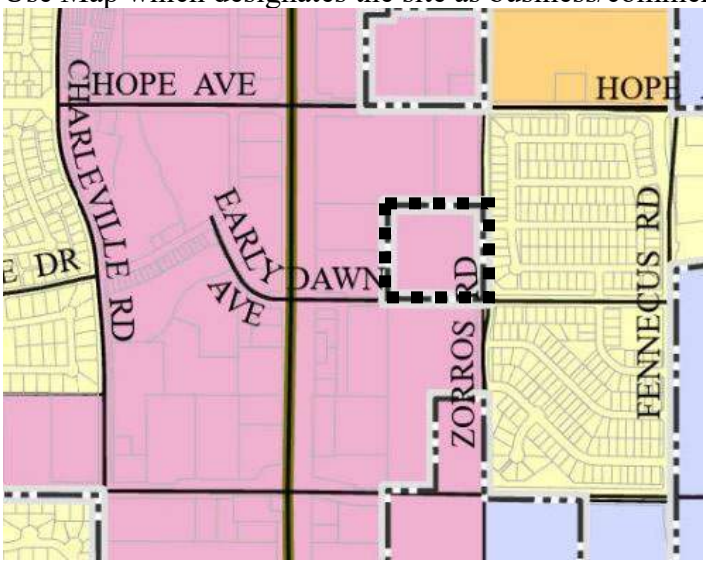
Surrounding properties already annexed into the City of Post Falls include CCS zones to the north, south, and west, which are used for retail sales or performance of consumer services. The CCS zone is typically located in areas adjacent to major transportation corridors such as the I-90 corridor, Seltice Way and Highway 41. To the east of the site is zoned R-1 for single-family residences.

City Annexation Code Review

Per PFMC 18.16.010 and 18.20.100(C) and (D), the zone change approval criteria in the City of Post Falls has six requirements, listed below as A through D. The annexation of this property meets the requirements in the following ways:

A. *Is the proposed zoning district consistent with the future land Use map and focus area contained in the currently adopted Post Falls Comprehensive Plan?*

We ask that the parcel be annexed into the CCS zone in keeping with adjacent land uses to the north, south and west. CCS zoning is supported by the Comprehensive Plan in the Future Land Use Map which designates the site as business/commercial.



Pink: Business/Commercial
Yellow: Low Density Residential
Orange: Medium Density Residential
Blue: Transitional

Figure 2: figure 2.03, page 37 of the Comprehensive Plan

B. 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?

This proposed annexation meets the Comprehensive Plan goals and policies in the following ways:

> *G.07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

This goal is met through the following policies:

> *P.09 – Encourage annexation of County "islands" within the City, with priority given to areas: surrounded by incorporated areas; that have readily-available service infrastructure and capacity; that support increased development intensity near the urban core.*

The Early Dawn Property is currently an island of County Agricultural Zoning surrounded on three sides by the City CCS and one side by the City R-1 zones. Incorporation of this parcel into the CCS zone would remove the County island.

> *P.14 – Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*

This proposal will follow all annexation procedures established by Idaho State statues or applicable City ordinances. Idaho State Statues are listed below, and applicable city ordinances under PFMC 18.20.10(C) and (D) are itemized as part of this narrative.

> *Idaho Statutes Section 50-222. Annexation by Cities*
> *(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.*

This section of code grants the City of Post Falls the authority to annex land into a city.

> *(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:*
> *(a) Category A: Annexations wherein:*
> *(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;*

The property owner has consented to annexation of this property, the property to be annexed is contiguous to the city, and the comprehensive plan includes the area of annexation.

(ii) Any residential enclaved lands of less than one hundred (100) privately owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

This section does not apply, as the application is allowed under subsection (i).

(iii) The lands are those for which owner approval must be given pursuant to subsection (5)(b)(v) of this section.

This section does not apply, as the application is allowed under subsection (i).

(5) Annexation procedures. Annexation of lands into a city shall follow the procedures applicable to the category of lands as established by this section. The implementation of any annexation proposal wherein the city council determines that annexation is appropriate shall be concluded with the passage of an ordinance of annexation.

(a) Procedures for category A annexations: Lands lying contiguous or adjacent to any city in the state of Idaho may be annexed by the city if the proposed annexation meets the requirements of category A. Upon determining that a proposed annexation meets such requirements, a city may initiate the planning and zoning procedures set forth in chapter 65, title 67, Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

This subsection allows the City of Post Falls to initiate the planning and zoning procedures for annexation.

67-6525. PLAN AND ZONING ORDINANCE CHANGES UPON ANNEXATION OF UNINCORPORATED AREA. Prior to annexation of an unincorporated area, a city council shall request and receive a recommendation from the planning and zoning commission, or the planning commission and the zoning commission, on the proposed plan and zoning ordinance changes for the unincorporated area. Each commission and the city council shall follow the notice and hearing procedures provided in section 67-6509, Idaho Code. Concurrently or immediately following the adoption of an ordinance of annexation, the city council shall amend the plan and zoning ordinance.

This project will be presented to the planning and zoning commission before being presented to city council for adoption of the annexation.

P.33 – Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Significant transportation infrastructure already exists adjacent to the subject property. A future development of either site may require improvements to existing roads or construction of new roads, as well as frontage to Poleline and Zorros to complete these streets at this area.

P.44 – Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

As the parcel has developed or developing land surrounding it, no significant extensions would be required.

P.46 – Mitigate impacts of annexation through the use of service agreements and/or development intensities that minimize City fiscal impacts.

The developer of this property would be responsible for installation of utilities and public road improvements along the perimeter of the property. With any future project, the developer would also be responsible for impact fees, permit fees, hookup fees, etc. to mitigate.

C. 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 parcel is within the future land use map of the City of Post Falls. As the parcel is surrounded by City of Post Falls annexed properties, all City services are already available. Any impact on City services from a future project should not impact services beyond an acceptable level. A will-serve letter from Ross Point Irrigation District was submitted along with the application.

D. Is annexation of the property in the best interest of the city (Legislative Decision)?

Annexation of the subject property will provide additional opportunities for development within the CCS Zone. The following items have been considered as part of annexation:

1. Street classification: per the transportation layer on the Post Falls GIS (figure 3), the Early Dawn Property is adjacent to E. Early Dawn Avenue/North Market to the south and N. Zorros Road to the east, both minor collectors. Additionally, to the west is the proposed SH41 1/8th Mile Backage Road, which is not adjacent and for which no Right of Way, to our knowledge has been acquired. Further west is the N. Highway 41 principal arterial.

Figure 3: Post Falls GIS transportation layer, subject property in green.

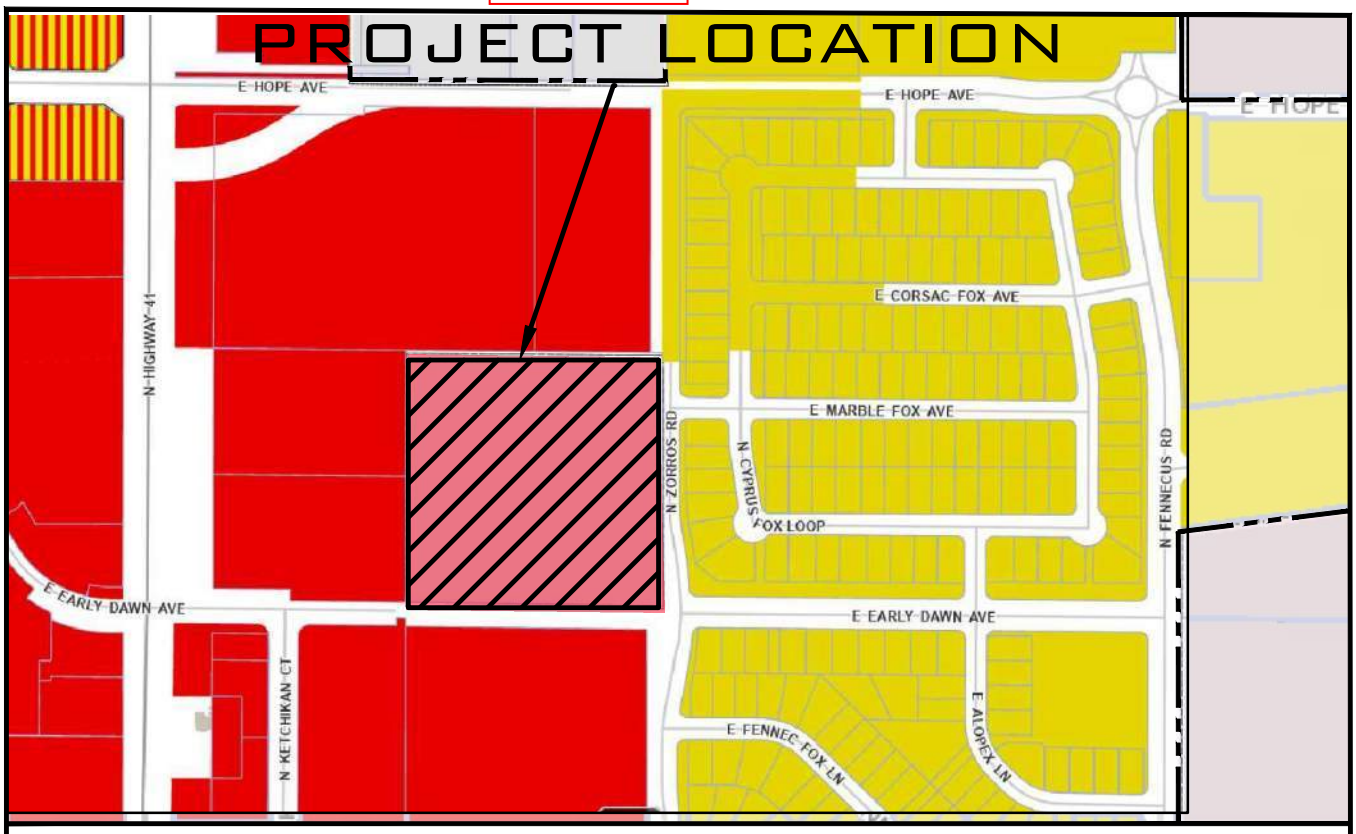
2. Traffic patterns: The parcel is anticipated to utilize Highway 41 at the existing I-90 interchange that is currently being improved by ITD. Access to the parcel from Highway 41 can be through either Hope Avenue or Poleline Avenue, which are existing signalized intersections. Early Dawn Avenue/North Market is proposed to have a ¾ movement intersection.
3. Existing development:
    a. To the south of the Early Dawn Property lies the existing Bluegrass Apartments.
    b. To the east of the property is an existing subdivision, Foxtail 1st Addition.
    c. To the west, across HWY 41, is existing commercial and apartment developments: Park Villas, Expressions School of Performing Arts and Tullamore Commons.
4. Future land uses: The future land use of the parcel is Business/Commercial, which is in line with the proposed CCS zone.
5. Community plans: This parcel lies within Focus Area 41 North, which places importance on retail, mixed-use residential and services as well as multi-family and tech uses. It calls for the creation of collector roads parallel to HWY 41 with the purpose of aiding mixed-use development. A primary goal of the community plan for Focus Area 41 North is to place commercial uses along arterial and collector streets.
6. Geographic or natural features: The property is flat, which is appropriate for commercial zoning due to larger building footprints which would require substantial grading to accommodate otherwise.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617

Thank you,

Todd R. Whipple, P.E.
President, Whipple Consulting Engineers, Inc.

Exhibit A-3

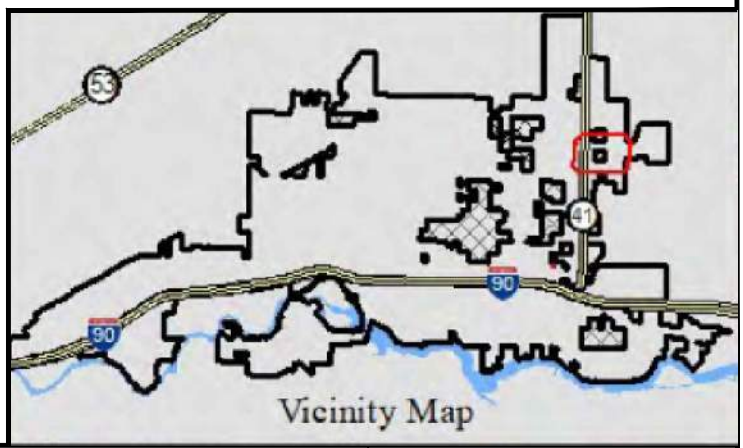


LEGEND:

- KOOTENAI COUNTY AGRICULTURAL ZONE
- CITY OF POST FALLS CCS ZONE
- CITY OF POST FALLS R1 ZONE
- PROPOSED SITE
- POST FALLS CITY BOUNDARY

N
W E
S
SCALE 1"=500'

N
W E
S
NOT TO SCALE



PROJ #: 20-2796 DATE: 12/15/21 DRAWN: JED APPROVED: TRW	CITY OF POST FALLS ANNEXATION APPLICATON DOUGALSS ANNEXATION 4171 EAST EARLY DAWN AVENUE POST FALLS, IDAHO	WCE WHIPPLE CONSULTING ENGINEERS CIVIL AND TRANSPORTATION ENGINEERING 21 S. PINES ROAD SPOKANE VALLEY, WASHINGTON 99206 PH: 509-893-2617 FAX: 509-926-0227
FIGURE 2	PROPOSED JURISDICTION AND ZONING	

Exhibit A-4

Lanzce G. Douglass
CONSTRUCTION / PROPERTIES / DEVELOPMENT

May 6, 2024

City of Post Falls Planning Division
Attn: Ethan Porter, Associate Planner
1st Floor of City Hall
408 N. Spokane St.
Post Falls, ID 83854

Re: Authorization Letter
Early Dawn & Zorros Annexation

Dear Mr. Porter:

Douglass Properties, LLC hereby authorizes Whipple Consulting Engineers to act on its behalf for the Early Dawn and Zorros Annexation on Kootenai County parcel number 0-6360-30-042-AA.

Thank you,

Lanzce G. Douglass, member
Douglass Properties, LLC

1402 E. Magnesium Rd. Suite 202 Spokane, WA 99217 T 509>483.6532 F 509>483.4966 License # LANZCGD 072P5

Exhibit A-5

ROSS POINT WATER DISTRICT

April 26, 2024

TO: Bill Melvin, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: UPDATED WILL SERVE LETTER FOR: DOUGLASS PROPERTIES, parcel #0-6360-30-042-AA on 4171 Early Dawn Ave

Dear Mr. Melvin:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

This letter is to advise you that Ross Point Water District is willing and able to provide water service to the proposed Douglass Properties Project, to the extent of its readily available capacity if the following prerequisites are met:

Additional requirements include:

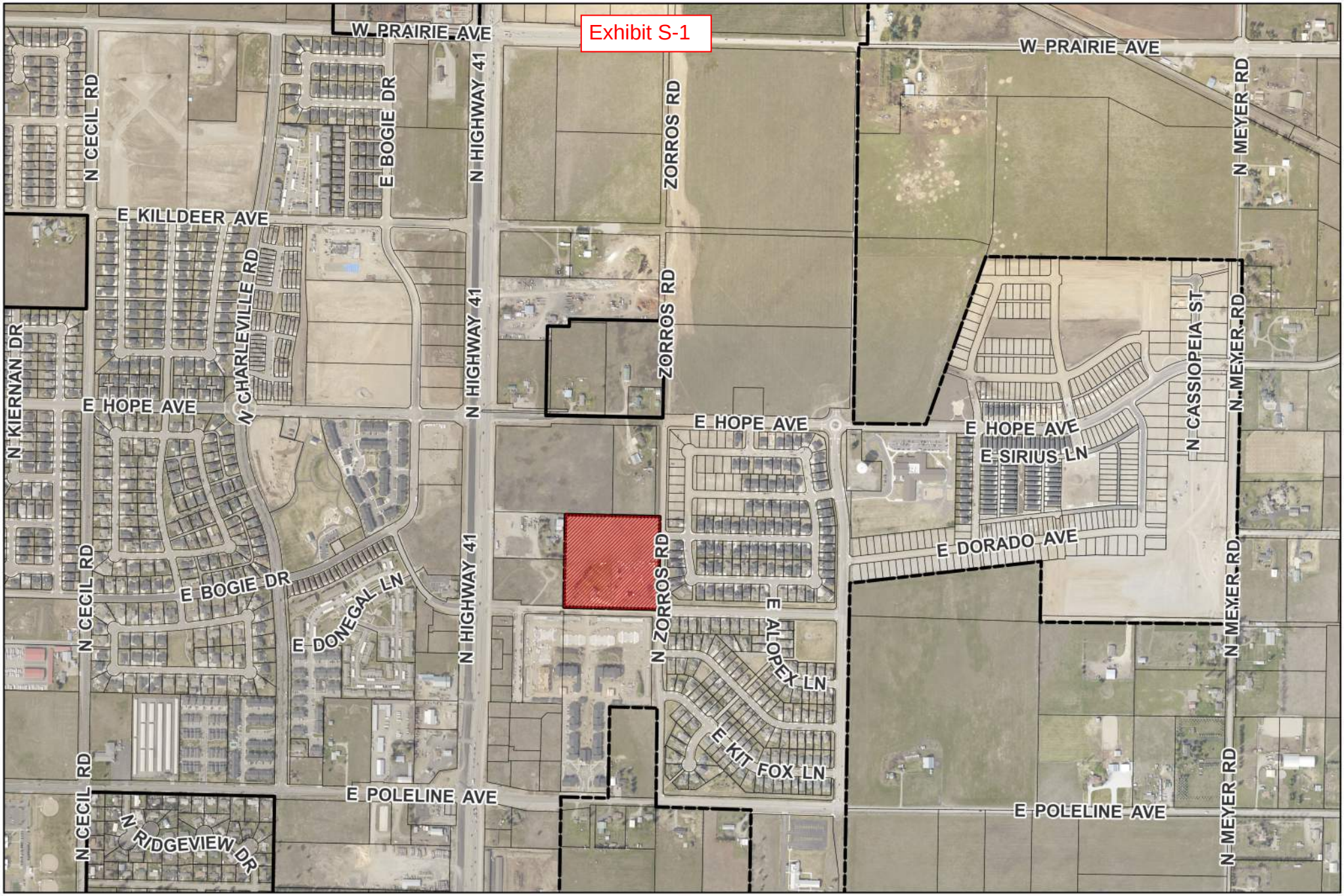
1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.
6. The Applicant must petition to annex into the District, and such annexation must be approved by the District's Board at a properly noticed public hearing.
7. All cost associated with the annexation process will be covered by the applicant.
8. The Applicant must agree to be bound by the terms and conditions set by the Board if annexation is granted.

If work on the project is not begun within one year this "Will Serve" letter becomes void. If you have any questions, please feel free to contact the District.

Sincerely,

Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Austin Fuller, Whipple Consulting Engineers, Inc.

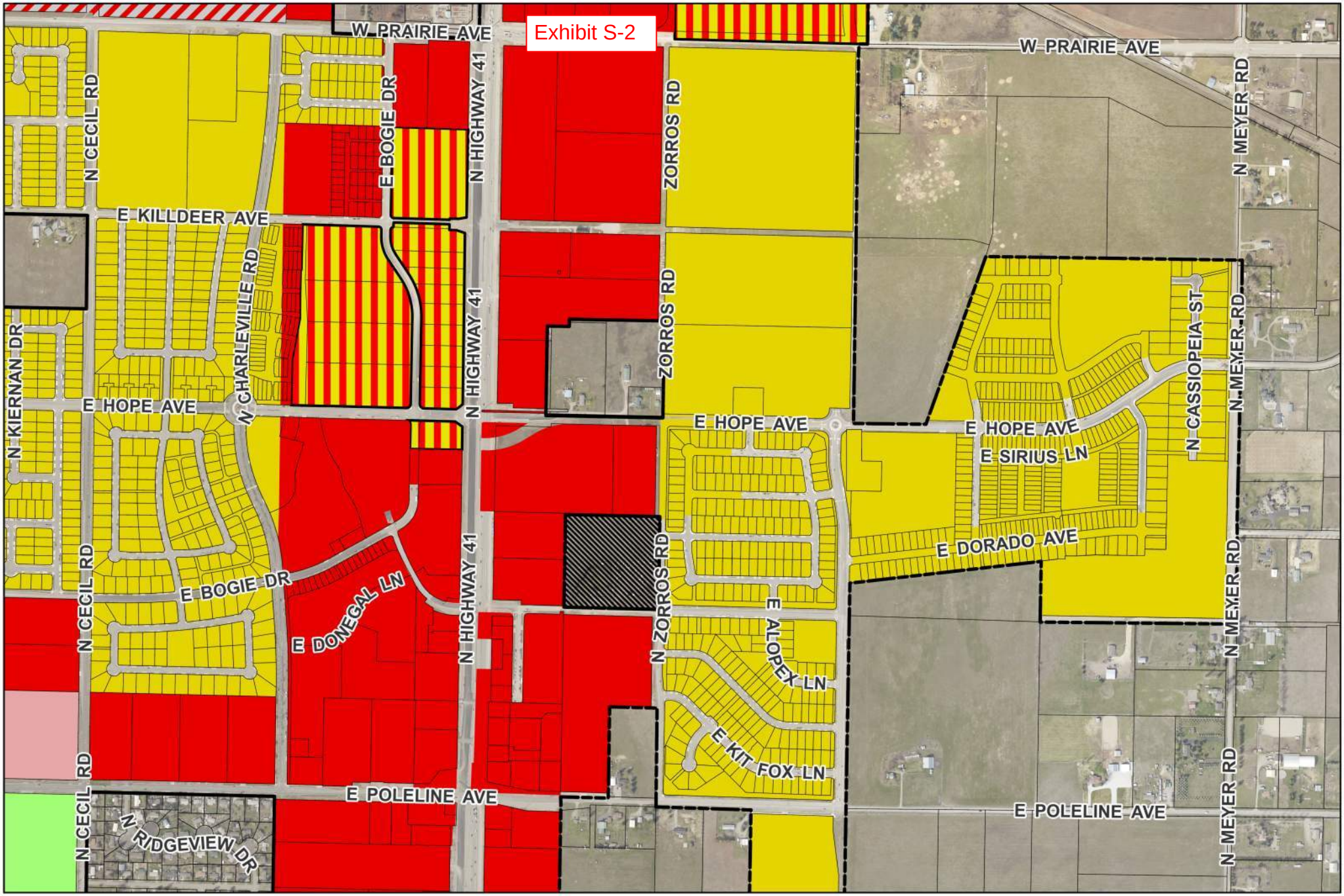


Project Location
EARLY DAWN & ZORROS
ANNEXATION
ANNX-24-1

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

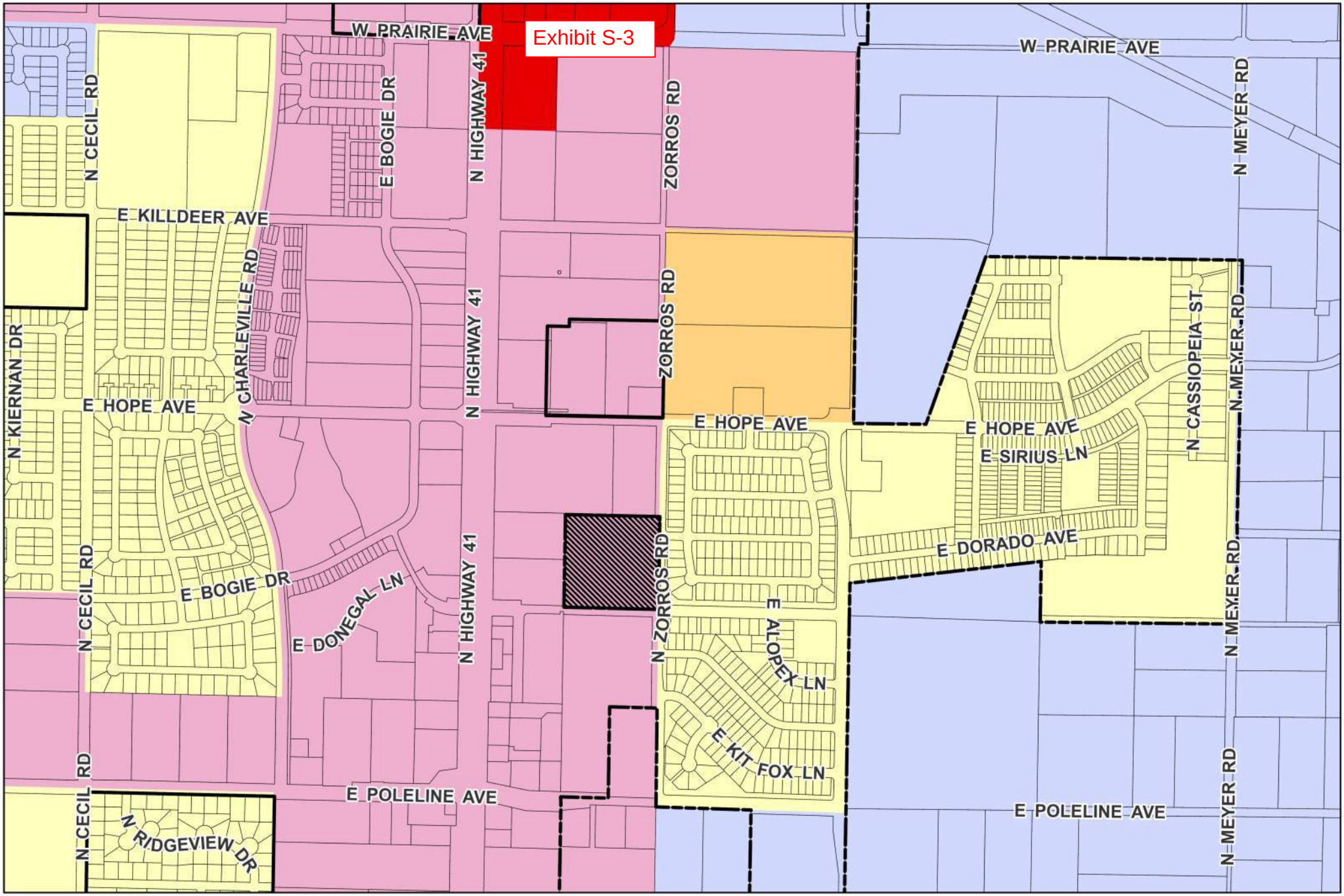
N



Zoning Map
EARLY DAWN & ZORROS
ANNEXATION
ANNX-24-1

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
TM
LC
R-1
PR
N



Future Land Use Designation
EARLY DAWN & ZORROS
ANNEXATION
ANNX-24-1

CITY OF POST FALLS

- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Low Density Residential
- Medium Density Residential
- Business/ Commercial
- Commercial
- Transitional

N

Exhibit S-4

CITY OF POST FALLS

PLANNING AND ZONING COMMISSION MEETING MINUTES

October 24, 2024 5:30 PM

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER
5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS
Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Excused: Kimball, Carey

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM
None

AMENDMENTS TO THE AGENDA
Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.
None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS
Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.
None

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

ACTION ITEMS:

a. P&Z Workshop Minutes 09-11-2024

b. Planning and Zoning Meeting Minutes 10-8-2024

Motion to approve as presented by Commissioner Walton.
Second by Commissioner Schlotthauer.
Vote:
Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Moved

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

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

ACTION ITEMS:

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

a. Early Dawn & Zorros Annexation File No. ANNX-24-1

Public Hearing Open: 5:33 PM
Staff report

Ethan Porter, Associate Planner: Todd Whipple, with Whipple Engineering is requesting, on behalf of Lanzce Douglass, the property owner, approval to annex approximately 9.63 acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS). The property is generally located on the northwest corner of E. Early Dawn Avenue and N. Zorros Road. Currently, it is used as a large lot residential single-family use, and it is above the Rathdrum Prairie Aquifer. **Surrounding Land Uses:** Located to the north is a vacant lot and a large residential lot within the City of Post Falls. Across N. Zorros Road to the east is the single-family residential Foxtail Subdivision. To the south of E. Early Dawn Avenue are Bluegrass Apartments. Directly west is the Early Dawn Commercial Center, which is currently under construction, and a large lot of residential homes. The water provider will be Ross Point Water District, and wastewater by the City of Post Falls. The City would be willing to serve the property for the requested zoning of CCS, and it is subject to the 12th Avenue

Surcharge and the Meyer Line Surcharge upon development. Early Dawn Avenue and Zorros Road are both Minor Collectors. The City's Transportation Master Plan identifies a 1/8-mile package roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private, or commercial drive roadways. Upon annexation, the City would obtain rights-of-way and easements. The future land use designation for this location would be Business Commercial. The focus area would be 41 North Focus Area. The implementing zoning district would allow a CCS Community Commercial Services zone. Comprehensive Goals 6, and 7 and Comprehensive Policies 24, 33, 8, and 9 were noted to support that focus area in future land designation.
Jon Manley, Planning Manager: I want to clarify that the 1/8 mile package road is not a finite line. We work with the development to get the best fit at approximately the 1/8th mile going from the north to the south. It could be a private road or a public street, coordinating with development to reduce long-term congestion on Highway 41 and facilitate better access to commercial development.
Hampe: Are there two separate surcharges?
Porter: Correct, the 12th Avenue and the Meyer Line.
Wilhelm: Hasn't this already been turned down twice by City Council?
Porter: Yes, it came through as an R-3 and was denied, then as a CCS and denied by the City Council.
Wilhelm: You can put apartments in a CCS zone, right?
Porter: Only with a special use permit.
Wilhelm: If the special use permit was approved, could they put all apartments on that?
Porter: That would be up to you as a commission. They would have to submit a special use permit and go through the hearing process.
Wilhelm: Essentially they could do an end run all the way back to R3?
Porter: Correct. They could go multifamily through a special use permit if they wanted to, and it would have to be approved.
Manley: I would like to note that Planning and Zoning is just recommending the proposed zone and if it is consistent with review criteria and forwarding that recommendation to the City Council. The annexation is a legislative decision determined by the City Council if they want to annex the property in the context of that; with a recommendation on zoning from the Planning and Zoning Commission. It's two different roles. Tonight is "does the purposed zone meet the review criteria?" and assess it on that pretense.
Schlotthauer: Is there something different from when it came through previously for CCS?
Manley: I recall it came through as R3. A different proposal to the south came through, as both R3 and CCS were denied. The basis of my recollection of denial was the status of the Highway 41 corridor was incomplete. It was a different case, but it did apply to this one.
Schlotthauer: I have a question about the backage road. They're providing access across the west edge of the property?
Porter: It creates a north-south roadway off Highway 41, so if vehicles want to, they don't have to get on Highway 41 and get back off.
Schlotthauer: So their little piece there would give access to a road there?
Porter: Yes, upon development of that site, they would look at how that backage road is going to be incorporated into that area, and we would look at a future plan if the other two properties to the west developed how that looks as far as where the backage roads would be. They would have communication with staff.
Schlotthauer: So the benefit you're outlining in your goals and policies is that this would give us a potential area for a back road? Except it goes through the middle of the apartments.
Porter: Correct. That's why Jon was talking about Ketchikan Court.
Schlotthauer: Would it jog through there?
Porter: Correct. How that lines up is based on how we have to look at future development. The proposal if other properties develop and what that looks like.
Schlotthauer: Ketchikan Court is there though.
Porter: Correct.
Manley: Ketchikan was placed prior to the concept of the 1/8 mile backage road. In our last Comprehensive Plan update, we looked at Highway 95. Where 95 struggles with opportunities to reduce congestion, there is no continuous 1/8 mile backage road that helps facilitate that commercial development. The goal is to provide that improved continuity running parallel. A quarter mile is too far for most of your smaller neighborhood or some of your commercial corridors, to facilitate access points. That's where a variation, the variability that's stated for staff to work with developments one at a time allows us to get that continuity. So we do have to live with that jog on Ketchikan Court to the east. Then, as we go north, we work with each developer to get up to Hope Avenue, which allows good safety movement, accessibility, and turning movements on Hope Avenue so it can

function.
Steffensen: For clarification, it is this property the previous owner in 2020 applied for R3 annexation and was denied by City Council due to the development of Highway 41, and in 2022 Douglas Properties applied for annexation with the CCS zoning, and was also denied by City Council due to developing Highway 41. So this is the property that was twice denied on page 29 of the staff report.

Applicant:

Todd Whipple, Whipple Consulting Engineers: Tonight I have Austin Fuller with me, he will give the presentation on our application. I wanted to address the process that we went through, and why we're back today. When we brought the R3, we thought that was the appropriate zone for a multifamily. We went through the process here, were approved and moved on to City Council. City Council decided that there were too many unknowns associated with Highway 41 being constructed at that time and come back later. We came back as CCS and were approved by the Planning and Zoning Commission again. The City Council decided that we shouldn't come back until the interchange was under construction. There's a completion date for the interchange and phases 1, 2, and 3 of Highway 41 are complete. We feel we've cleared all the Highway 41 issues. We didn't bring R3. Another applicant did. We brought the CCS. There were no other issues except Highway 41 access. Our understanding is we've finally met all the criteria. The backage road is an opportunity for access, so drivers don't have to get on Highway 41 to go a quarter mile or half mile to the C store and the Grocery Outlet that's being constructed on Poleline and Highway 41 on Katchikan Road.
Schlotthauer: Do you have the completion date that's forecast for Highway 41?
Whipple: I can get that information to staff.
Schlotthauer: Is it your intention to come back for a special use permit?
Whipple: Our intention is to develop it for those uses allowed in the zone, whatever they may be.
Manley: I was informed that the completion date is spring of 2026

Austin Fuller, Whipple Consulting Engineers, Applicant: Staff did a great job discussing the project. This is a 9.67-acre parcel currently in the agricultural zone. On the zoning map there is CCS to the north, west, and south and R1 with a PUD overlay to the east. The Future Land Use map for this site is Business Commercial, which matches with the CCS zone surrounding the site. This is in the 41 North Focus Area, which also matches the CCS zoning. The project is within 1/2 mile from Highway 41 meeting the comprehensive goal for multifamily, commercial and technology uses near higher-classified roadways. He spoke to policy 2, 4, and goals 7, 9, and 14. There was no evidence in the record supporting demonstrable adverse impact. There is sewer to the east and south of the site, water adjacent to the site, and a will serve letter from Ross Point Water District. The properties are expected to access Highway 41 from Hope Avenue and Poleline Avenue. Both connections to Highway 41 are signalized, allowing for convenient access to/from the properties. Annexation of the properties will provide additional opportunities for development in the CCS zone. The future land use of the properties is business/commercial, which is in line with the CCS Zone. The properties are within Focus Area 41 North, which prioritizes retail, mixed-use, multifamily and tech uses, all allowed or are special uses within the CCS Zone. The properties are flat, which is also appropriate for the CCS Zone.

Testimony
In-Favor: - None
Neutral - None
In Opposition - Petrit Xhudo, Post Falls, ID: Opposes annexing it as a CCS, he stated that it doesn't make sense. His concern is expected vacancies.
Rebuttal:
Whipple: There are not very many implementing zones to choose from when you are annexing. There's CCS west, north, and south of the site, CCS is the logical designation.

Public Hearing Closed: 6:04 PM

Review Criteria:
1) Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
Steffensen: The Future Land Use Map has it under business and commercial. Most commercial is near a

corridor, in this case it's Highway 41. It's in the Highway 41 Focus Area that there should be businesses and commercial in that area. CCS is a commercial business implanting zone.
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
Hampe: The transportation network would be one advantage. Potentially having that road running north-south off of Highway 41. There's connectivity without getting on Highway 41.
Steffensen: Goal 1; bringing in more businesses and community services for that area. Policy 1, impact fees and connectivity.
Gabbert: There was discussion and agreement on the transportation elements. Maintaining the transportation systems and improving circulatory patterns. Also providing diverse commercial opportunities that the city is looking for. Infill development is a priority, this parcel is fully surrounded by the city.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?
Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.
Motion to approve by Commissioner Walton of Early Dawn Annexation File No. ANNX-24-1 finds that the requested zoning meets the approval in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and directs staff to prepare a zoning recommendation for CCS to be routed to the City Council.
Second, by Hampe
Vote:
Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Moved

b. ~~Poleline & Zorros Annexation File No. ANNX-24-2~~

~~**Public Hearing Open: 6:13 PM**~~
~~**Staff report**~~
~~Ethan Porter, Associate Planner: Todd Whipple, with Whipple Engineering is requesting, on behalf of Lanzee Douglass, the property owner, approval to annex approximately 4.72 acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS). The subject site is located on the northwest corner of E. Poleline Avenue and N. Zorros Road. **Surrounding Land Uses:** Located to the north and west of the subject site is the Blue Grass Apartments. Directly east, across N. Zorros Road is the single-family Foxtail Subdivision. Across E. Poleline Avenue, to the south, there are large lot residential homes within Kootenai County. Currently, it is used as a large residential single-family lot. It is over the Rathdrum Prairie Aquifer. Ross Point Water District, wastewater provided by the City of Post Falls. The city would be willing to serve the property for the requested zoning of CCS and is subject to the 12th Avenue Surcharge and the Meyer Line Surcharge upon development. Zorros Road is a Minor Collector, Poleline Avenue is a Minor Arterial. The City's Transportation Master Plan identifies a 1/8 mile package roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private, or commercial roadways. City to obtain rights-of-way and easements. The future land use designation is business/commercial. It is in the 41 North Focus Area. Goals 6 and 7 and policies 26 and 33 were highlighted. Development would provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail. The city's Transportation Master Plan identifies an 1/8 mile package roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private or commercial drive roadways. City to obtain rights-of-way and easements. There was no demonstrable adverse impact presented.~~

~~**Applicant**~~
~~Austin Fuller, Whipple Consulting Engineers: The site vicinity: To the north and west of the site are the Bluegrass Apartments, to the east is single family and to the south is undeveloped land with some large single-family lots. The parcel is 4.76 acres, currently in the agricultural zone for Kootenai County and we're proposing the CCS zone. To the south is the agricultural zone. To the southeast is the agriculture/suburban zones. On the current Zoning Map, to the north and the west is CCS, and to the east is R1 under a PUD overlay. This site is a peninsula. Under the Future Land Use Map, this site is business/commercial. To the south is also business/commercial to be annexed in the future. The proposed zoning is consistent with the future land use map and focus area of 41 North. He spoke to goal 7 and policy 9, 14 and 44. There was no evidence in the~~

1. **Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?** Steffensen: There is a county pocket there, with residential all around it. The Future Land Use indicates all that area is low-density residential R-1.
2. **Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?** Schlotthauer: Goal 7 that we provide for long-term sustainability for the city. R1 housing is critical and in short supply. Goal 8 infill and this is infill. Steffensen: Goal 6 talks about transportation networks in future connectivity. This will provide connectivity. And Policy 26 provides sidewalks and trails.
3. **Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?** Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing. Steffensen: The one concern in the staff report will be addressed, and we will look at that in due time. It is something that can be mitigated.

Motion by Commissioner Wilhelm to recommend approval of annexation, Killdeer Annexation File No. ANNX-24-4 finds that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberations and direct staff to prepare a zoning recommendation to provide to City Council of R1.
Second by Commissioner Hampe
Vote:
Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Steffensen: I would like to say this is Nancy Hampe's last meeting, so thank you for your service. When I came seven years ago, you helped me figure out what was going on.
Hampe: I have enjoyed it. If I hadn't been moving I would still be here.
Wilhelm: Thank you for your service to Post Falls.

7. ADJOURNMENT

7:12 PM

Date: 11/12/24 Chair: [signature]

Attest: Nancy Thurwachter

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

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate

Exhibit S-5

Early Dawn & Zorros Annexation
File No. ANNX-24-1

Planning and Zoning Commission

Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers o/b/o Lanzce Douglass

LOCATION: The property is generally located northwest corner of E. Early Dawn Ave. and N. Zorros Rd.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 9.63-acres

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Will Serve
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 YPL Comments
12. PA-4 PFPD Comments
13. PA-5 PFHD Comments
14. PC-1 Williams Comments
15. PZ Staff Report
16. Testimony at the October 24, 2024, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 24, 2024, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Community Commercial Services (CCS) on approximately 9.63 acres (including right-of-way) upon the annexation into the City of Post Falls. The subject property is located on the northwest corner of E. Early Dawn Avenue and N. Zorros Road.

Mr. Porter testified that the current land use is for large lot residential single-family use, that it is

located over the Rathdrum Prairie Aquifer and that the water provider will be Ross Point Water District, the City of Post Falls would be the wastewater service having the capacity and ability to serve. He testified that it would be subject to the 12th Avenue Surcharge and the Meyer Line Surcharge upon development. The City's Transportation Master Plan identifies an 1/8-mile backage roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private, or commercial drive roadways. Upon annexation the city would obtain rights-of-way and easements. The future land use designates this property as business/commercial.

During the hearing, Mr. Porter provided information about the surrounding zoning and land uses. To the north is a vacant lot and a large residential lot within the City of Post Falls, to the east is the single-family residential Foxtail Subdivision. To the south are the Bluegrass Apartments. Directly west is the Early Dawn Commercial Center, which is currently under construction, and a large lot residential home.

Mr. Porter also testified that the proposal could be supported by goals and policies of the comprehensive plan, illustrating goals six and seven, and policies eight, nine, twenty-four, and thirty-three. Mr. Porter identified that the property is surrounded with incorporated city. He also testified that the proposed zoning designation would support future connectivity for pedestrians upon development of frontage improvements linking to existing sidewalks/paths. The property is adjacent to Zorros Street and Early Dawn Avenue, both being classified minor collector roadway supporting the proposed zoning designation.

Finally, Mr. Porter testified that there were no "Demonstrable Adverse Impacts" identified from comments received by the noticed agencies in response to the annexation and initial zoning request. Mr. Porter stated that the zoning recommendation for CCS is recommended and satisfies all known criteria.

Austin Fuller, Whipple Engineering Consultants, Applicant

Mr. Fuller similarly testified about the property and the requested annexation and zoning recommendation for CCS. He testified that both adjacent roads, Early Dawn Avenue and Zorros Road, would receive additional dedicated right-of-way to be consistent with city standards and improvements would be made at the time of development. The property is a small pocket of county property surrounded by CCS in the City of Post Falls and is already serviced by city services, so no expansion of services is needed.

Mr. Fuller testified that the review criteria were met with the future land use designation as business/commercial and in the 41 North focus area. He stated that the annexation review criteria would be met and that the comprehensive plan supports different uses as multi-family, tech uses and commercial for this property. Mr. Fuller stated that the property has readily available utilities within Early Dawn Avenue and Zorros Road. Agency notifications did not present any concerns or issues, and a will serve letter was provided.

Public Testimony:

Petrit Xhudo, Post Falls, ID testified that he is opposed to annexing as a CCS.

Rebuttal: Todd Whipple, Whipple Engineering, testified that the adjacent properties are zones as CCS to the west, north, and south of the site and the CCS request is the logical designation.

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Community Commercial Services (CCS) on approximately 9.63-acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this location as business/commercial. CCS would be an implementing zoning within this future land use designation. It was further stated that this is near the Highway 41 corridor and that other commercial uses were in the area.

The Commission finds that the proposed Community Commercial Services (CCS) zone is in accordance with the Future Land Use Map and Focus Area.

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

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

Goals:
The proposal is consistent with Goal 1 in building economic diversity by capitalizing on access to neighboring job centers and supporting housing stock within the city. It is also supported by Goal 6 in that it further improves Post Falls' transportation network.

Policies:
The proposal is consistent with Policy 1 in supporting land use patterns that consider impact fees to maintain levels of service and fosters the long-term health of community. Policy 8 supports the request in that it promotes compatible infill development, as well as Policy 26 in that it will improve Post Falls' network of sidewalks, trails, and bicycle paths. Policy 9 further supports the request in encouraging annexation of County islands which this request satisfies.

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

The Commission finds that political subdivisions were notified, and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-1, CCS ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services (CCS) zoning on approximately 9.63-acres upon successful annexation of the property.

12-10-24
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

Exhibit S-6

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Early Dawn & Zorros Annexation

(File No. ANNX-24-1)

THIS AGREEMENT is made this ___ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **DOUGLASS PROPERTIES, LLC**, a Washington limited liability company organized and existing pursuant to the laws of the State of Washington, with its principal place of business at 1402 E Magnesium Rd. STE 202, Spokane WA 99217.

WHEREAS, **DOUGLASS PROPERTIES, 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 in order 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 Property is generally located at the northwest corner of E. Early Dawn Avenue and N. Zorros Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees,

streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.

2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.

2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.

3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.

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 will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.

3.2.2 Additional Wastewater System Requirements: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as $3,334.52 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

3.2.2a Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. In 2024 the City constructed a portion of the 12th Avenue Force

Main to further extend capacity in the SH41 Corridor. Owner agrees that if the 12th Avenue Force main has not been extended to the Water Reclamation Facility by the time identified capacity triggers are reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been completed and accepted by the City.

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 that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.

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 Zorros Road 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 Zorros Road for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for Zorros Road.

4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Early Dawn Avenue to include utilities, sidewalks, and storm drainage.

4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Early Dawn Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Zorros Road.

ARTICLE V. CONSIDERATION/FEES

5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment,

community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.

5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.4. Time is of the Essence: Time is of the essence in this Agreement.

6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.

6.11. 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.

6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

6.13. 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.

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

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

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

DOUGLASS PROPERTIES, LLC

By: Lanzce Douglass
Lanzce G. Douglass, Governor

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

This record was acknowledged before me on this 19th day of November, 2024, by Lanzce C. Douglas as Governor of Douglass Properties, 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.

Keelee Richardson
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Spokane, WA
Commission Expires: 9-1-2027

EXHIBIT A

City of Post Falls Annexation Ordinance No._____

Annexation Description

A parcel of land being Tract 42 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho, lying in the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner bears North 01°01'09" East 2675.33 feet; thence North 43°02'13" West 1902.75 feet to the intersection of the West Right-of-Way of Zorros Road and the North Right-of-Way of Early Dawn Avenue being the **True Point of Beginning**;

thence along the North Right-of-Way of said Early Dawn Avenue, being the South Line of the City Limits, North 88°33'30" West 655.03 feet to West line of Tract 42 of said Post Falls Irrigated Tracts;

thence along the East line of the said City Limits and West Line of said Tract 42, North 00°59'23" East 642.01 feet;

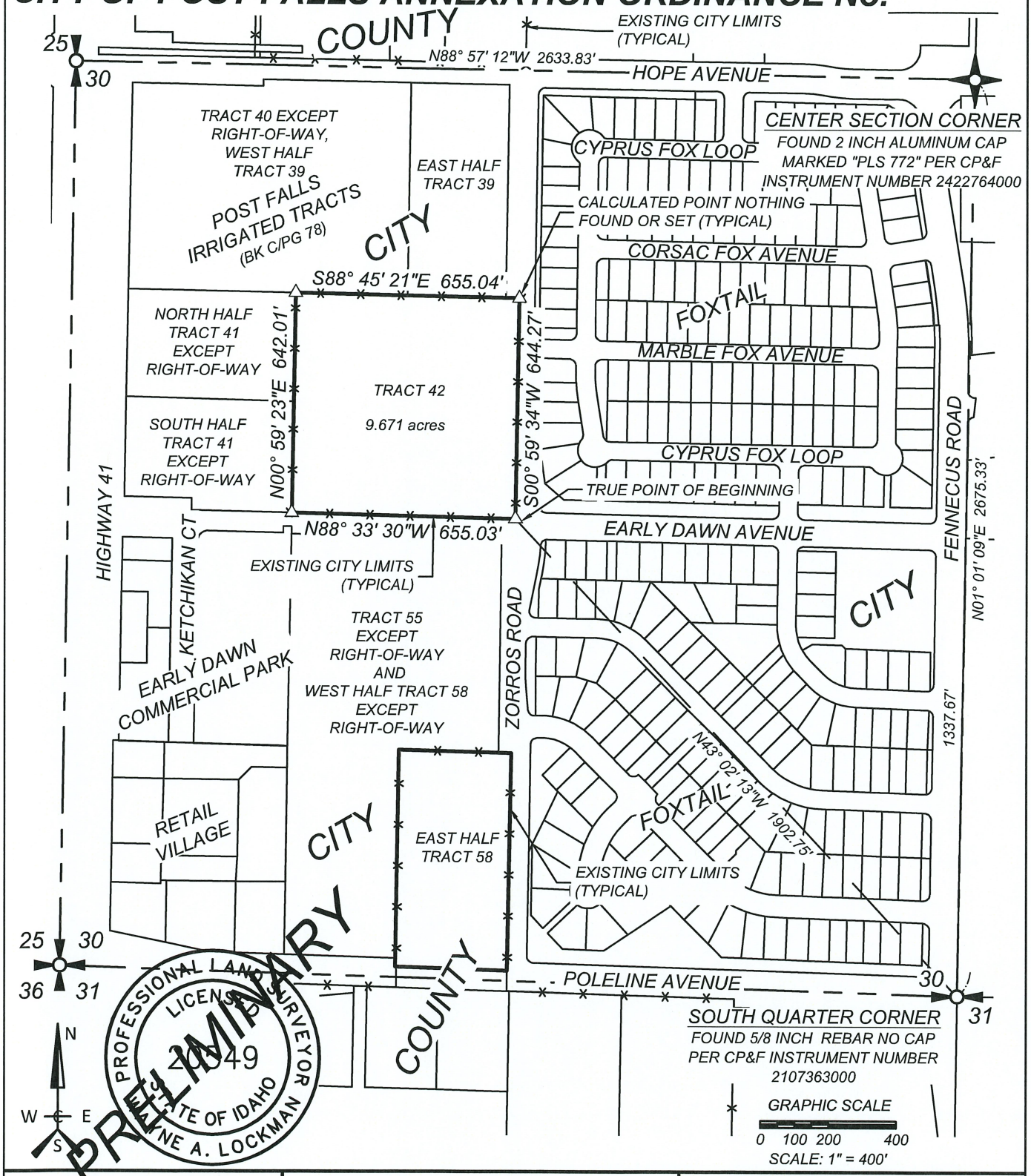
thence along the North Line of said Tract 42 and the South Right-of-Way of Zorros Road, being the South line of said City Limits, South 88°45'21" East 655.04 feet to the West Right-of-Way of Zorros and the East line of said City Limits ;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 42 being the West line of said City Limits, South 00°59'34" West 644.27 feet to the **True Point of Beginning**;

said parcel containing 9.671 acres of land, more or less.

DRAFT

CITY OF POST FALLS ANNEXATION ORDINANCE No.



PROJECT NO.:	23-3546
DATE:	04/25/24
DRAFTED BY:	WAL
REVIEWED BY:	MAS
SCALE:	1"=400'

S.25 - T.51N. - R.4W. B.M.

ANNEXATION EXHIBIT

TRACT 42
POST FALLS IRRIGATED TRACTS
SW1/4, SEC.30, T51N, R4W, B.M.
KOOTENAI COUNTY, ID

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

Exhibit PA-1

POST FALLS
SCHOOL DISTRICT #273

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

September 8, 2023

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

Dear Bob,

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

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

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

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

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

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

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

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

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

Sincerely,

Dena Naccarato
Superintendent

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

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Early Dawn & Zorros Annexation

(File No. ANNX-24-1)

THIS AGREEMENT is made this ___ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **DOUGLASS PROPERTIES, LLC**, a Washington limited liability company organized and existing pursuant to the laws of the State of Washington, with its principal place of business at 1402 E Magnesium Rd. STE 202, Spokane WA 99217.

WHEREAS, **DOUGLASS PROPERTIES, 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 in order 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 Property is generally located at the northwest corner of E. Early Dawn Avenue and N. Zorros Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees,

streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.

2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.

2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.

3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.

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 will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.

3.2.2 Additional Wastewater System Requirements: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as $3,334.52 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

3.2.2a Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. In 2024 the City constructed a portion of the 12th Avenue Force

Main to further extend capacity in the SH41 Corridor. Owner agrees that if the 12th Avenue Force main has not been extended to the Water Reclamation Facility by the time identified capacity triggers are reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been completed and accepted by the City.

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 that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.

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 Zorros Road 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 Zorros Road for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for Zorros Road.

4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Early Dawn Avenue to include utilities, sidewalks, and storm drainage.

4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Early Dawn Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Zorros Road.

ARTICLE V. CONSIDERATION/FEES

5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment,

community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.

5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.4. Time is of the Essence: Time is of the essence in this Agreement.

6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.

6.11. 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.

6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

6.13. 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.

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

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

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

DOUGLASS PROPERTIES, LLC

By: Lanzce Douglass
Lanzce G. Douglass, Governor

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

This record was acknowledged before me on this 19th day of November, 2024, by Lanzce C. Douglas as Governor of Douglass Properties, 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.

Keelee Richardson
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Spokane, WA
Commission Expires: 9-1-2027

EXHIBIT A

City of Post Falls Annexation Ordinance No._____

Annexation Description

A parcel of land being Tract 42 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho, lying in the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, Records of Kootenai County, Idaho, from which the Center Quarter Corner bears North 01°01'09" East 2675.33 feet; thence North 43°02'13" West 1902.75 feet to the intersection of the West Right-of-Way of Zorros Road and the North Right-of-Way of Early Dawn Avenue being the **True Point of Beginning**;

thence along the North Right-of-Way of said Early Dawn Avenue, being the South Line of the City Limits, North 88°33'30" West 655.03 feet to West line of Tract 42 of said Post Falls Irrigated Tracts;

thence along the East line of the said City Limits and West Line of said Tract 42, North 00°59'23" East 642.01 feet;

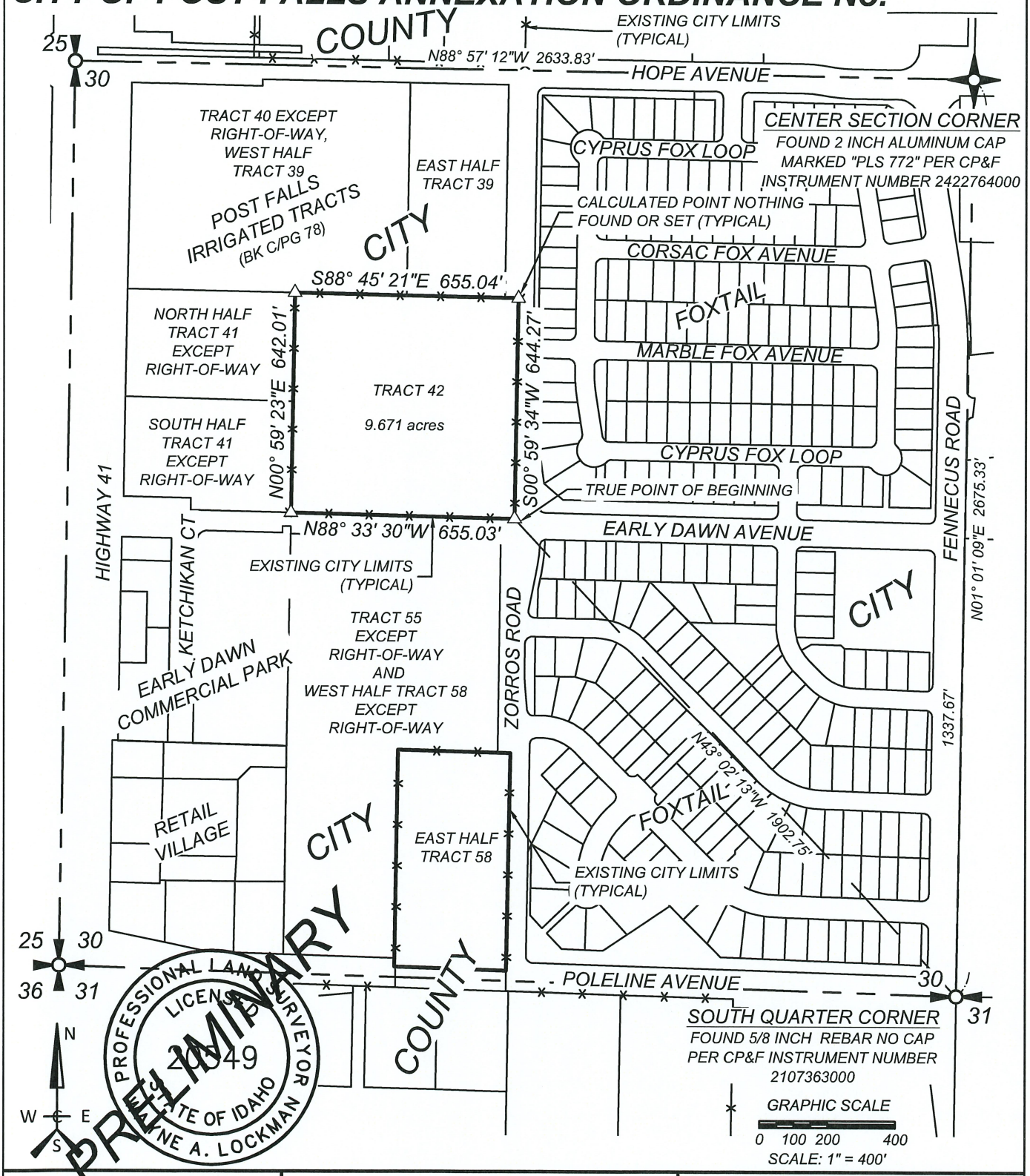
thence along the North Line of said Tract 42 and the South Right-of-Way of Zorros Road, being the South line of said City Limits, South 88°45'21" East 655.04 feet to the West Right-of-Way of Zorros and the East line of said City Limits ;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 42 being the West line of said City Limits, South 00°59'34" West 644.27 feet to the **True Point of Beginning**;

said parcel containing 9.671 acres of land, more or less.

DRAFT

CITY OF POST FALLS ANNEXATION ORDINANCE No. _____



PROJECT NO.:	23-3546
DATE:	04/25/24
DRAFTED BY:	WAL
REVIEWED BY:	MAS
SCALE:	1"=400'

S.25 - T.51N. - R.4W. B.M.

ANNEXATION EXHIBIT

TRACT 42
POST FALLS IRRIGATED TRACTS
SW1/4, SEC.30, T51N, R4W, B.M.
KOOTENAI COUNTY, ID

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

Exhibit PA-2

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

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

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

Respectfully,

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

KOOTENAI COUNTY
REGION 1
IDAHO
FIRE & RESCUE

Exhibit PA-3

From: Polak, Chad M
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdiction - Early Dawn & Zorros Annexation File No. ANNX-24-1
Date: Wednesday, August 21, 2024 11:05:29 AM
Attachments: image001.png
Exhibit PH-2 NTJ_Early Dawn & Zorros_PZ.pdf

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

Hi Nancy,

No impact to the P66 ROW and we do not have any concerns.

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, August 21, 2024 11:36 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>;

CITY OF POST FALLS POLICE DEPARTMENT

Exhibit PA-4

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

August 21st, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Early Dawn & Zorros Annexation File No. ANNX-24-1

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral. The department will provide further comment during the development process. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

Mark J. Brantl
Captain
Post Falls Police Department

Exhibit PA-5

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, October 15, 2024 3:34 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions File Early Dawn & Zorros File No. ANNX-24-1

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

The Post Falls Highway District has no comment.

Regards,
Jonie

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

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, October 3, 2024 11:48 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Exhibit PC-1

From: Jeffrey Williams
To: Public Hearing Notice
Subject: Formal Comments for public hearing
Date: Tuesday, August 27, 2024 10:44:18 PM

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

Re: Early Dawn & Zorros
File# ANNX-24-1

My name is Jeffrey Williams, I am a home owner within 300 feet of the proposed zoning request.

I'd like to state that I understand growth & that building will take place, however, I'd ask that the city officials representing myself and the other citizens taken into account several important factors before allowing any change to take place regards to the zoning of this and other properties.

Growth is happening at an exponential rate & we as residents of post falls would like to see our lives and home values taken into account by our representatives.

I understand the need for low income housing, and for commercial services, I also understand the plan to keep higher density housing & commercial/retail nearest to main traffic arteries (hwy 41), BUT we as homeowners would like you to take into account that when we already have several low income housing options to the SW & East of us within a very short distance this not only blocks our views that we paid high cost for but also isn't necessary within such a short distance.
Low income & multi family housing statistically & historically increases crime rates by simple population density placing an increased safety risk for simple and complex crime, to surround our single family residence's increases crime rates and is just one of several factors that decrease home values (ours)!

Let's make the area more beautiful, not more apartments please!

In a personal note, we sold our last (first home) due to the city allowing the rezoning & building of a 3 story multifamily apartment complex that blocked our west/sunset view and highly decreased our property value, we again face the exact same concern again now, this is heartbreaking as we may need to sell again, when does it stop, can't the Re zoning be done with class, upscale retail perhaps, things that utilize our arterial highways to attract better stores, perhaps a Costco on this side of town, or a real mall?

Thanks for taking into account my opinion, kindly
Jeff Williams
3671 N. Cypress Fox Loop Post Falls 83854

08/28/2024

PUBLIC COMMENT

Early Dawn & Zorros Annexation
File No. ANNX-24-1
Exhibit: 4A

Applicant: Whipple Consulting Engineers
Location: Northwest corner of E. Early Dawn Ave. and N. Zorros Rd.
Request: To annex approximately 9.63-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS).
Hearing Date: September 10, 2024

Questions list:

Name: Jeff Williams

Address: 3671 N Cyprus Fox Loop, Post Falls ID 83854

Email: jeffreywilliams27@yahoo.com

Zoning Upon Annexation

Please Provide Your Position on the Proposed Zone Change: Opposed

1.Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: No

Comments: If yet another multi family complex is constructed (there's one within a few hundred feet already) then it will decrease single family home values just adjacent (including mine), it will obstruct current west sky views (including mine) if built over 1 story in height, again decreasing our property values, it will increase traffic in our neighborhood raising safety concerns for our neighborhood children especially. There is no detail as to "What will be built" which in my opinion is a shady act by the city of Post Falls representing its citizens. If it is more several story

multifamily the we are AGAINST it, if it is single story residential or retail stores then we are okay with that. Building apartments & gas stations all around our home decreases our home value & this needs to stop.

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

Comments: But ANOTHER Multifamily complex within 1 block supports only low income and targets single family home owners by decreasing home values & forcing us out at a loss. There's already 2 gas stations within 1/4 mile & now a third, there's already a 3 story multi family complex next door to the proposed site.

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.: No

Comments: There is already a 3 story multifamily complex across the street from the proposed site. There should be a limit to the multi family builds as they proceed up the 41 as to not have the entire length of the 41 lined with multi family as it opposes the other post falls plan of beautification.

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

Comments: I am in a single family residential home and this would place yet another multi family complex right behind our home. So this is not far enough from said residential zoning!

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: No

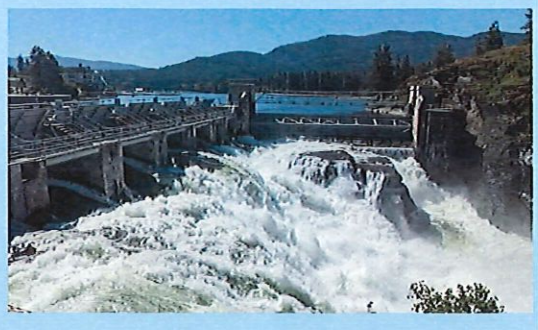
Comments: It was zoned for retail commercial and is now being changed as many many others allowed by the city to multi family, this needs to be spaced out farther.

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: No

Comments: Again it creates low income neighborhoods therefore decreasing home owner property values & negating maintained population densities furthering strain on limited resources and roadways.

Early Dawn and Zorros Annexation

ANNX-24-1



February 18, 2024

CITY OF POST FALLS

Jon Manley – Planning Manager

1

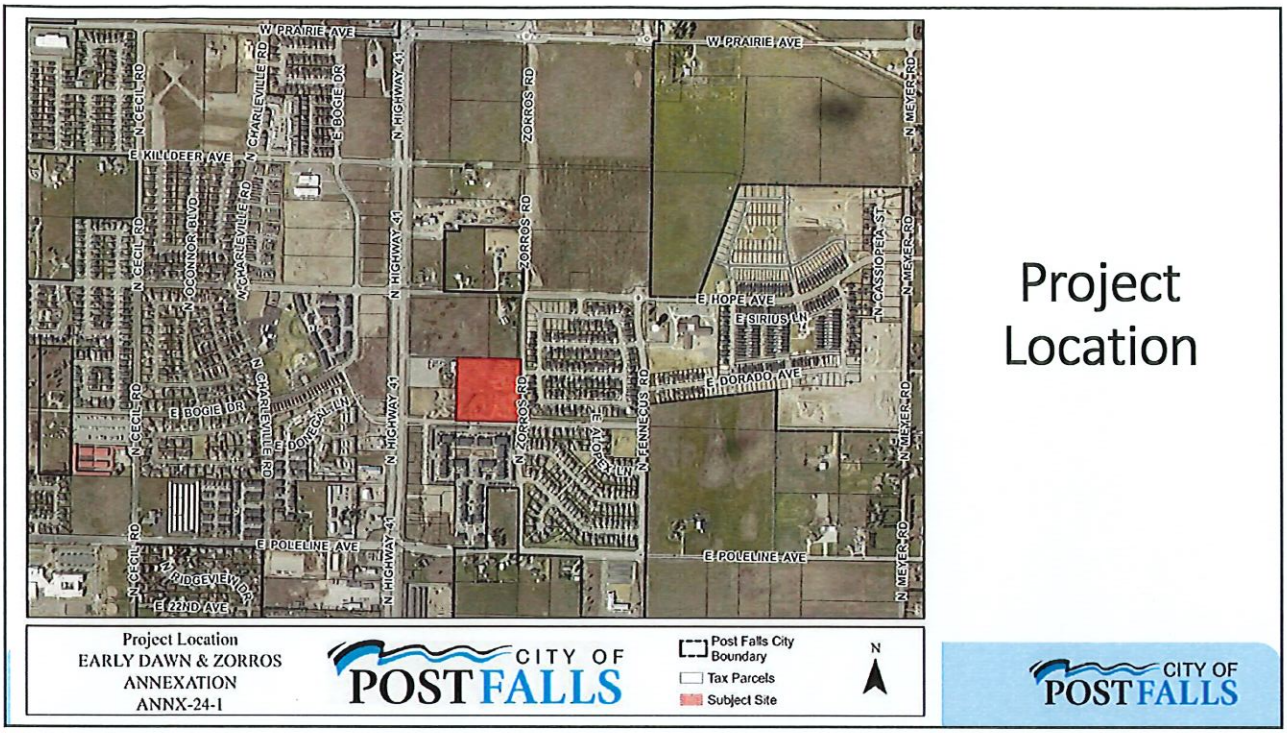
OWNER: Douglass Properties LLC

APPLICANT: Todd Whipple, Whipple Engineering

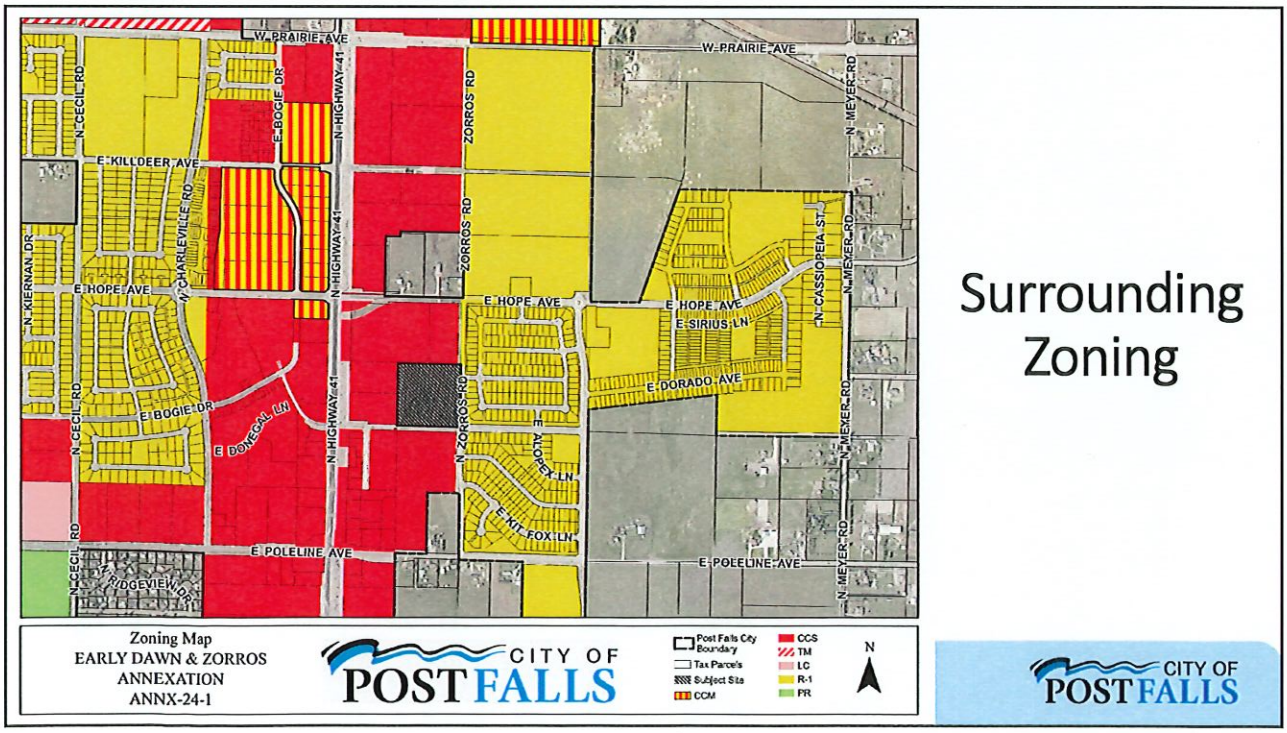
APPLICANT REQUEST:

- **Annexation:** Applicant seeks approval for the approximately 9.63-acre annexation request into the City of Post Falls with the forwarded recommendation for Community Commercial Services (CCS) zoning from the Planning and Zoning Commission on October 24th, 2024.

2


W PRAIRIE AVE
N CECIL RD
N CHARLEVILLE RD
E BOGIE DR
N HIGHWAY 41
ZORROS RD
N MEYER RD
E KILLDEER AVE
O'CONNOR BLVD
N CASSIOPEIA ST
E HOPE AVE
E SIRIUS LN
E DORADO AVE
E DOVECAL LN
N FENNECUS RD
E POLELINE AVE
RIDGEVIEW DR
E 22ND AVE
Project Location
EARLY DAWN & ZORROS
ANNEXATION
ANNX-24-1
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
N
Project Location
CITY OF POST FALLS

3


W PRAIRIE AVE
N CECIL RD
E BOGIE DR
N HIGHWAY 41
ZORROS RD
N MEYER RD
E KILLDEER AVE
N CHARLEVILLE RD
N KIERNAN DR
E HOPE AVE
N CASSIOPEIA ST
E SIRIUS LN
E DORADO AVE
E DOVECAL LN
E ALTAIR LN
E KIT FOX LN
E POLELINE AVE
RIDGEVIEW DR
Zoning Map
EARLY DAWN & ZORROS
ANNEXATION
ANNX-24-1
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
TM
LC
R-1
PR
N
Surrounding Zoning
CITY OF POST FALLS

4

Land Use & Site

- Currently a large lot single family use
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan
- The City has the capacity to provide service and is willing to serve to the property at the requested density.
- The site is subject to the 12th Ave. Surcharge

Water

- Ross Point Water District - Exhibit A-5

Traffic

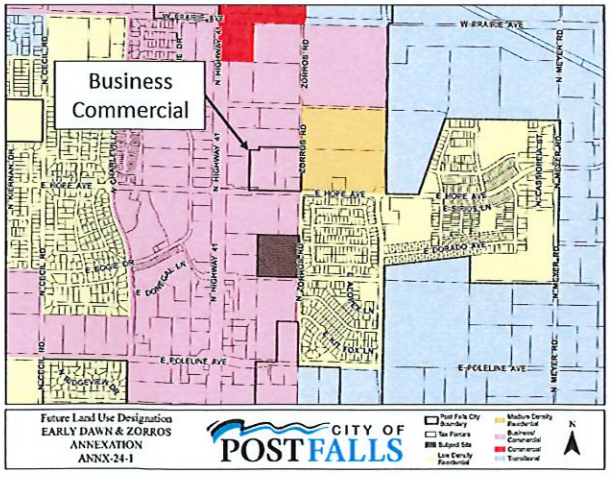
- Early Dawn and Zorros are Minor Collector
- Additional rights-of-way and easement would need to be provided as part of annexation.
- Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways.

Additional Information

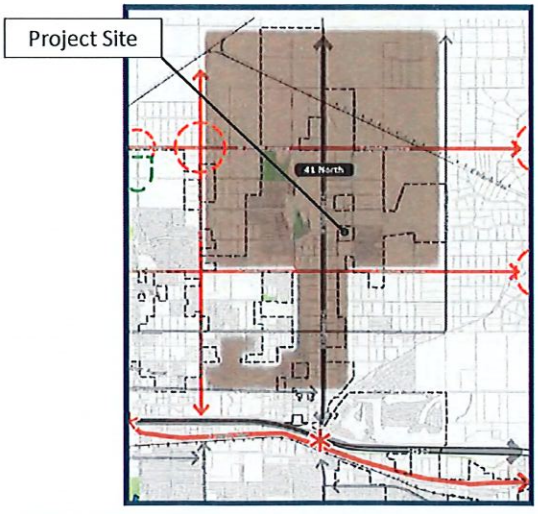
CITY OF POST FALLS

5

Future Land Use Designation



41North Focus Area

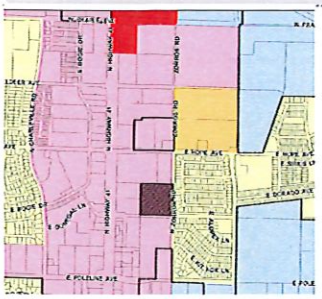


Future Land Use Designation/Focus Area

CITY OF POST FALLS

6

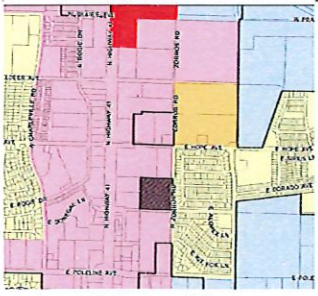
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.06]:Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.	[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities. [P.26] Maintain and improve the continuity of sidewalks, trails and bicycle paths in Post Falls.

CITY OF POST FALLS

7

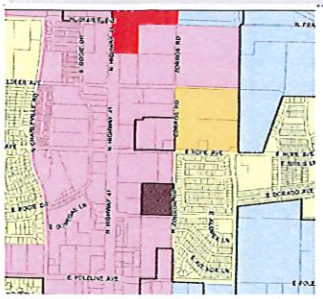
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.45]: Guide annexation decisions guided by and considering: •Master plans for water, sewer, transportation, parks, schools, and emergency services. •Provision of necessary rights-of-way and easements. •Studies that evaluate environmental and public service factors. •Timing that supports orderly development and/or coordinated extension of public services.

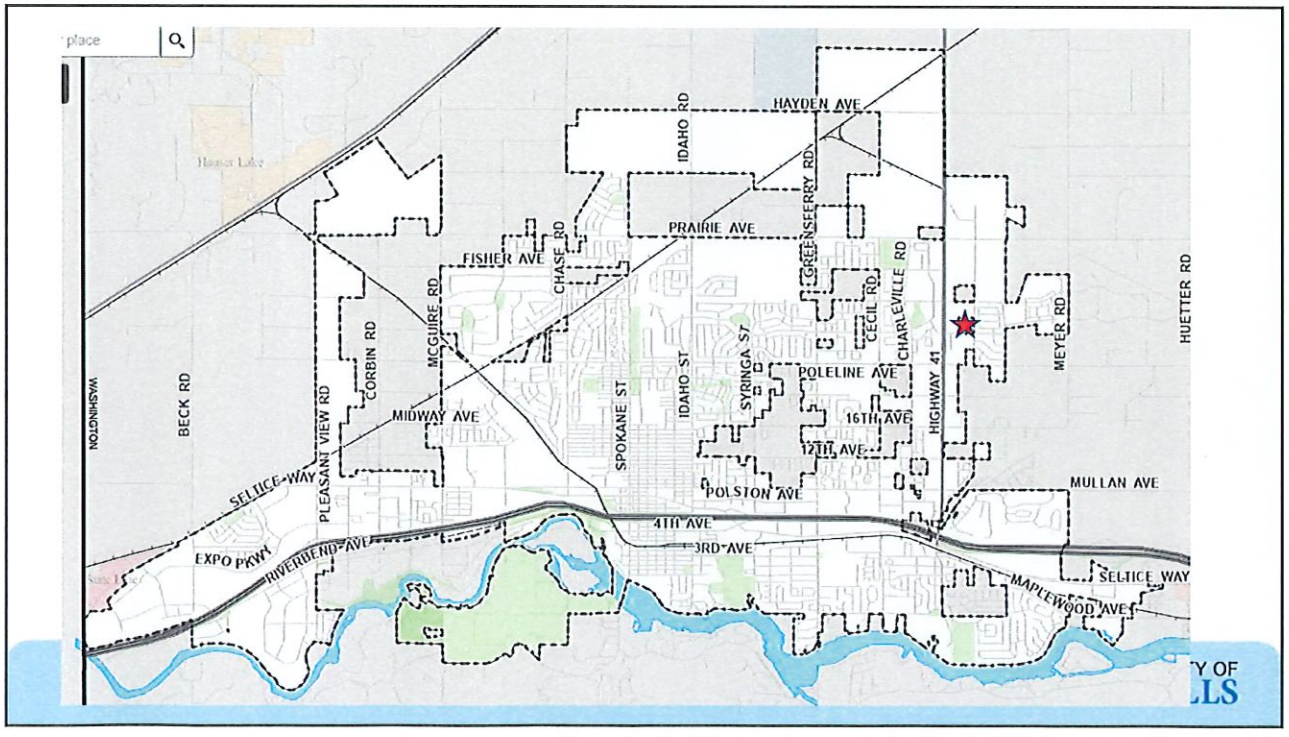
CITY OF POST FALLS

8

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.12]:Maintain the City of Post Falls' long-term fiscal health.	[P.2]: **Apply** or revise zoning designations with careful consideration of factors including: • Future land use mapping. • Compatibility with surrounding land uses. • Infrastructure and service plans. • Existing and future traffic patterns. [P.9]: Encourage annexation of County "islands" within the City,

9



10

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

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

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

Zone Change Review Criteria

CITY OF POST FALLS

11

- Bonneville Power Administration
- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Phillips 66 (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Idaho Dept. of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Spectrum
- PF Police Department
- Utilities (W/WW)
- Urban Renewal Agency
- Kootenai County Planning
- City Link
- Idaho Transportation Dept.
- KMPO

Agencies Notified

CITY OF POST FALLS

12

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3/PA-8] Philip 66 (YPL) – No impact on their infrastructure

[PA-4] Post Falls Police - Remain neutral

Agency Comments

CITY OF POST FALLS

13

[PA-5/PA-9] PFHD – Requests City annex all portions of Poleline Ave adjacent to site.

[PA-6/PA-10] DEQ – No environmental impact comment

[PA-7] Idaho Transportation Department – No Comment

Agency Comments

CITY OF POST FALLS

14

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

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

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Zone Change Review Criteria

CITY OF POST FALLS

15

From: Robert Beachler
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1
Date: Thursday, January 30, 2025 8:18:11 AM
Attachments: image001.png

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

No Comment from the Idaho Transportation Department.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 30, 2025 8:10 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor

<lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1

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

Good morning,

Please find attached the Notice to Jurisdictions for the Early Dawn & Zorros Annexation File No. ANNX-24-1 that is scheduled for the Planning and Zoning meeting on October 24, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

CITY OF POST FALLS

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

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

From: Martinez, Leo
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1
Date: Tuesday, February 4, 2025 8:25:43 AM
Attachments: image002.png
image003.png
image004.png
Exhibit PH-7 NTJ_Early Dawn & Zorros_CC.pdf

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

Nancy,

Phillips 66 does not have any utilities within your attached project vicinity.
(Response 12866)

Leo Martinez
Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com

The information in this electronic message is privileged and confidential and is intended solely for the use of the individual(s) and/or entity named above, and any unauthorized disclosure, copying, distribution or taking of any action in reliance upon on the contents of these electronically transmitted materials is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and destroy this message and any copies.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, February 3, 2025 3:49 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley

<gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: [EXTERNAL]FW: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

There was a typo in the notice sent out last week. The City Council meeting for this file is February 18, 2025. I apologize for any confusion this may have caused. Thank you!

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

From: Nancy Thurwachter
Sent: Thursday, January 30, 2025 8:10 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; Chad Ingle <cingle@kcgov.us>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan

<danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1

Good morning,

Please find attached the Notice to Jurisdictions for the Early Dawn & Zorros Annexation File No. ANNX-24-1 that is scheduled for the Planning and Zoning meeting on October 24, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

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From: Jonie Anderson
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1
Date: Friday, January 31, 2025 1:07:22 PM
Attachments: image003.png

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The Post Falls Highway District has no comment.

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

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, January 30, 2025 8:10 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson

<Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1

Good morning,

Please find attached the Notice to Jurisdictions for the Early Dawn & Zorros Annexation File No. ANNX-24-1 that is scheduled for the Planning and Zoning meeting on October 24, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

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Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Friday, February 7, 2025 11:17 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Early Dawn & Zorros File No. ANNX-24-1

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Good Morning,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, February 3, 2025 3:49 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert

PUBLIC HEARING COMMENTS

It is important that the information be complete and legible for the record.

Agenda Item Number or Title Early Dawn - Zorros ANNX A

Do you wish to speak? [X] **Yes** [ ] **No**

[ ] **In Favor** [X] **In Opposition** [ ] **Neutral**

Your Name (Print Clearly) Petrit Xhudo

Street Address 3090 N Andromeda St, 83854

Mailing Address

Day Phone # 862-268-2424 Evening Phone #

Comments:

Written comments become part of the record established for this hearing. If you have separate written comments, please attach them to this sheet.

OFFICE USE ONLY

Hearing Date: 10/24/24 Exhibit #:

Whipple Consulting Engineers, Inc.

WCE No. 23-3546
February 11, 2025

Post Falls Planning and Zoning Commission
C.O.: Jon Manley, Planning Manager
408 N. Spokane Street
Post Falls, ID 83854

Re: City of Post Falls
Early Dawn & Zorros – Response to Public Comment

Post Falls City Council:

This letter is in response to the public comment that we received from Mr. Jeff Williams on 3671 N Cyprus Fox Loop. Mr. Williams had concerns about the home values around his neighborhood if approved, as well as concerns that any structure over 1 story would obstruct sky views.

Regarding a decrease in home values, it has been our experience that nearby development increases rather than decreases home values.

Regarding the concern about views that Mr. Williams had, we wanted to evaluate those concerns. His property contains a north/south residence that is approximately 400' from the placement of any future commercial property. We conducted a site visit previously and relied on street-view maps to identify any proposed commercial development's contextual height. We conclude that a proposed commercial development would not have a greater height impact to Mr. Williams' view than the adjacent single-family residences to the west.

We understand Mr. Williams' concerns and we hope that this letter will provide him reassurance that any future commercial development would fit harmoniously within the neighborhood.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617

Thank you,

Todd R. Whipple, P.E.
President, Whipple Consulting Engineers, Inc.
TRW/ajf

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Poleline & Zorros Annexation File No. ANNX-24-2

ITEM AND RECOMMENDED ACTION:
This agenda item is a public hearing on a request to annex an approximately 4.72-acres (5.2-acres with rights-of-way) parcel located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. and the related annexation agreement. The hearing also addresses a request to zone the parcel as Community Commercial Services (CCS). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.72-acres (5.2-acres with rights-of-way) and if the adopted zone change criteria have been met for zoning designation of Community Commercial Sercives (CCS).

DISCUSSION:
The applicant, Lanzce Douglass, is requesting the City Council annex an approximate 4.72-acres (5.2-acres with rights-of-way), located on the northwest corner of E. Poleline Ave. and N. Zorros Rd., and zone the property as Community Commercial Services. Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):
1. Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

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

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
On October 24th, 2024, the Planning and Zoning Commission recommended that the City Council approve the proposed Community Commercial Services (CCS) zoning associated with the annexation request.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. CC_ANNX-24-2 Poleline and Zorros Staff Report
2. CC_Poleline Zorros Annexation Powerpoint
3. Exhibit PA-7 ITD Comment_CC_Poleline & Zorros
4. Exhibit PA-8 Phillips 66 Comment_CC_Poleline & Zorros
5. Exhibit PA-9 PFHD Comment_CC_Poleline & Zorros
6. Exhibit PA-10 DEQ Comment_CC_Poleline
7. Exhibit PC-2 Whipple Comment_Polelne & Zorros_ANNX-24-2

CITY OF POST FALLS
STAFF REPORT

DATE: January 30, 2025

TO: CITY COUNCIL

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: STAFF REPORT FOR THE FEBRUARY 18, 2025, CITY COUNCIL MEETING
POLELINE & ZORROS ANNEXATION ANNX-24-2

INTRODUCTION:

Todd Whipple, with Whipple Engineering is requesting, on behalf of Lanzce Douglass, the property owner, approval to annex approximately 4.72-acres (5.2-acres with rights-of-way) into the City of Post Falls with a zoning request of Community Commercial Services (CCS) (Exhibit A-2). The City Council must conduct a public hearing to review the proposed zoning and annexation per the per the Legislative review criteria for annexations and the Quasi-Judicial Zone Change review criteria contained in Post Falls Municipal Code Section 18.20.100.

Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

Annexation (Legislative):

Is annexation of the property in the best interest of the city?

Zone Change (Quasi-Judicial):

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

PROJECT INFORMATION:

Project Name / File Number: Poleline & Zorros File No. ANNX-24-2

Owner(s): Lanzce Douglass, 1402 E Magnesium Rd. Suite 202, Spokane Valley, WA 99217

Applicant: Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

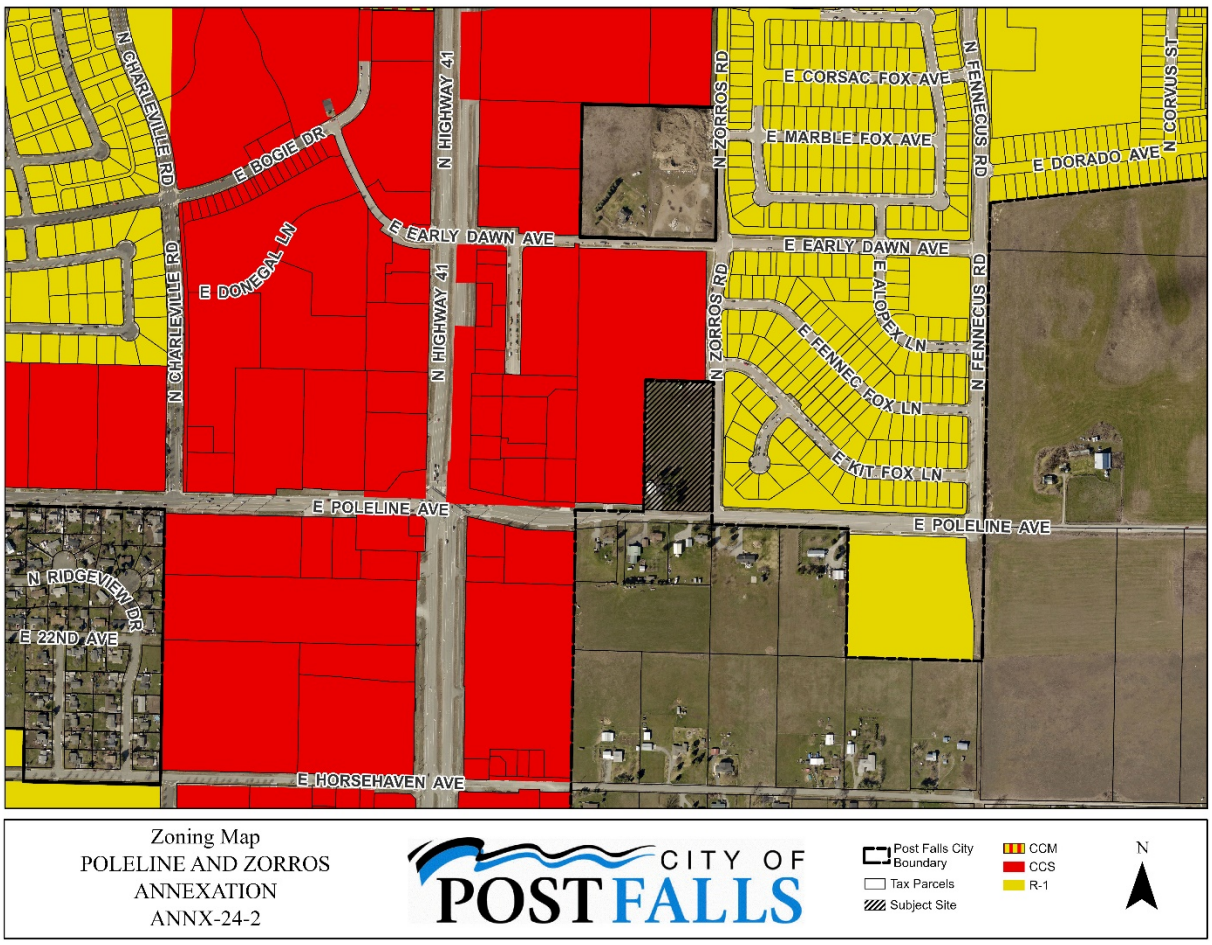
Project Description: Annex approximately 4.72-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

Project Location: The property is generally located on the northwest corner of E. Poleline Ave. and N. Zorros Rd.

AREA CONTEXT (proposed site hatched red below):

Area Context Vicinity Map

Surrounding Land Uses: Located to the north and west of the subject site is the Blue Grass Apartments. Directly east, across N. Zorros Road is the single-family Foxtail Subdivision. Across E. Poleline Avenue, to the south, there are large lot residential homes within Kootenai County.



EVALUATION OF ZONING APPROVAL CRITERIA:

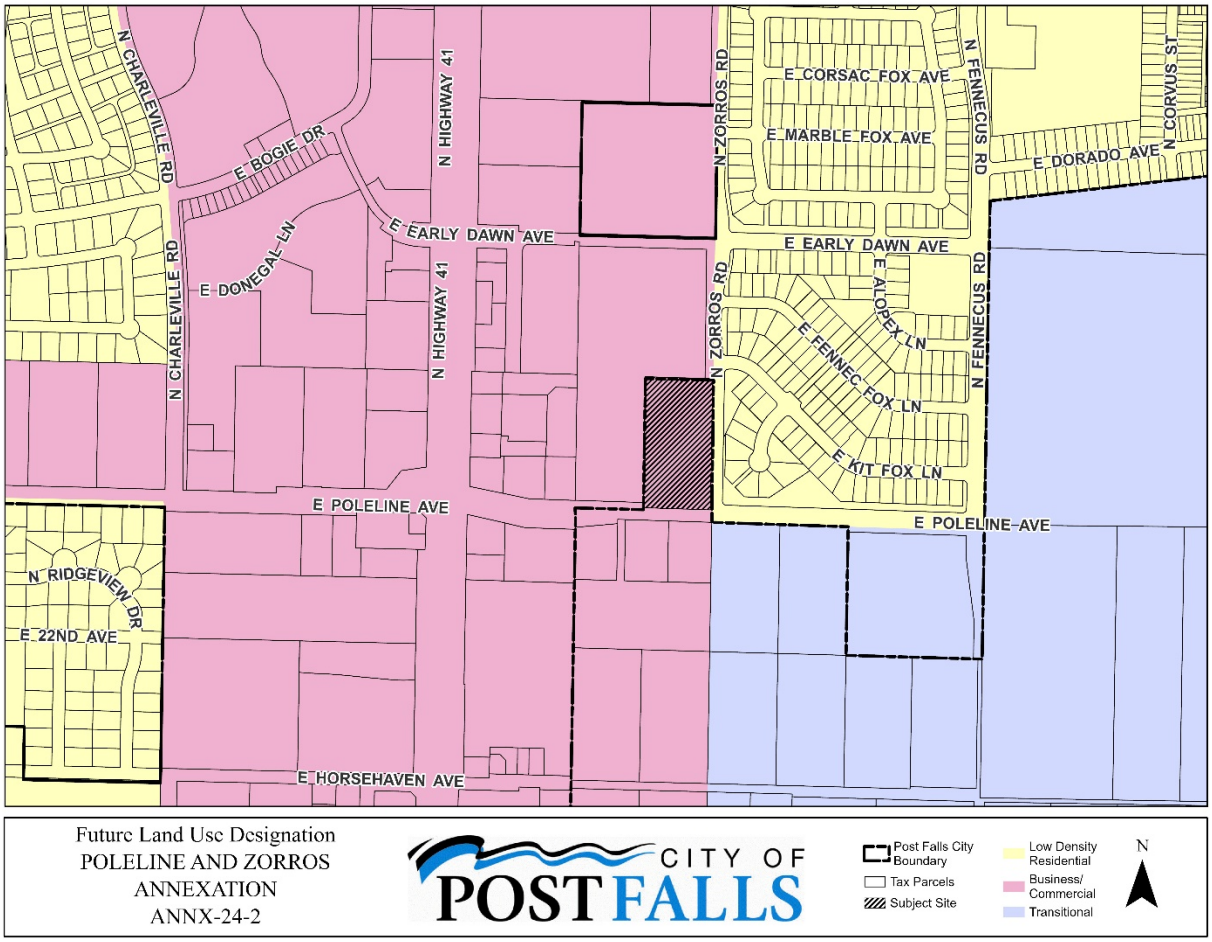
The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

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

   The Future Land Use Map classifies this property with the land use designation of **Business/Commercial** (See Following Image). This category provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. The implementing zoning district details the breadth and types of uses that would be permitted within the Business/Commercial area. Multifamily uses may also be integrated into Business/

Commercial areas. Compatible non-residential uses are also allowed under special conditions. Technology park land uses that provides for a mix of light manufacturing, warehousing, business park, service commercial, and multifamily uses in areas with suitable land and transportation access that are buffered appropriately to residential and other uses typically seen as incompatible with technology park activities. The following are the Implementing Zoning Districts: LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area.



The proposed annexation is located within the 41 North Focus Area, which states the following:

The Highway 41 corridor promises to rival Seltice in terms of importance as a retail, mixed-use residential, and services district. The 2016 Highway 41 Corridor Master Plan calls for the creation of "collector" and "backage roads" parallel to 41 to aid the corridor's suitability for mixed-use development. These, the plan envisions, will allow regional retail, residential and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower-intensity residential development expected to occur to the east and west. Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, **growth should include strategically located, carefully-designated land uses incorporating trails and an**

interconnected, walkable street network. Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services.

The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- **Focus provisions for multi-family, commercial, and tech uses near higher classified roadways;**
- **Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;**
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- **Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;**
- **Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day**

Staff Comment: The proposed Community Commercial Services (CCS) zone aligns with other zoning districts along the Highway 41 corridor and is an implementing zoning district within the future land use designation. The 41 North focus area descriptions reaffirms commercial zoning with its proximity to Highway 41 and its adjacent roadway classifications. Based from available ITD data, Poleline Ave, between SH41 to Heutter Rd, traffic volumes were are 4,400 ADT, based on a 2023 12 day analysis.

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

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

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits.

Goal 2: Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.

Municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure accountability and efficiency.

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

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems.

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service

  Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service relating to parks, public safety, multi-modal, streets and Fire/EMS services.

- Foster the long-term fiscal health of the community

  Staff Comment: Additional commercial services, or amenities, for the public may help further long-term fiscal health of the City by supporting both the residents and other commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life

  Staff Comment: Annexing this property in the City may assist improving the resident's quality of life through further development. Being in a county island, the adjacent roadway would be dedicated for rights-of-way and frontage improvements to be constructed once developed. This would include improvements such as sidewalks, trees, swales and curbing as needed through the site plan review process. Future amenities or development could provide a service that is needed for the City of Post Falls and therefore help the residents to have access to the service.

- Promote compatible, well-designed development

  Staff Comment: Development will be required to meet City design standards through development and the permitting processes.

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

  Staff Comment: Transportation impacts, sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan

on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping

  Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses

  Staff Comment: Existing uses to the west and north include the Blue Grass Apartments site for multi-family. Any special use permits in the future will be decided upon by the Planning and Zoning Commission. There is the single-family Foxtail Subdivision east across N. Zorros Road. Once rights-of-ways are dedicated, the separation between the proposed site and the single-family subdivision will be approximately 80-feet.

- Infrastructure and service plans.

  Staff Comment: Sanitary Sewer for the site is located along the property boundary in Poleline Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The current The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

  The Site is subject to the 12th Avenue Surcharge for sanitary sewer that supplements the development of sewer forcemains from the 12th Ave. Lift Station to the Water Reclamation Facility. The current surcharge (August 2024) is $3,259.87 per Service Unit (SU). Surcharge rates are adjusted each year on October 1 by the Construction Cost Index published by the Engineering News Index. Sewer surcharges are collected based on the current fee in place at the time of site development with the issuance of building permits.

  The Site is subject to the Meyer Line Surcharge for sanitary sewer that supplements the extension of a sewer transmission main along Horsehaven Ave. and Fennecus Road. The current surcharge (August 2024) is $818.67 per Service Unit (SU). Surcharge rates are adjusted each year on October 1 by the Construction Cost Index published by the Engineering News Index. Sewer surcharges are collected based on the current fee in place at the time of site development with the issuance of building permits.

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

  The Site is located within and currently provided water service from the Ross Point Water District.

- Existing and future traffic patterns

  Staff Comment: The property's boundary is adjacent to Poleline Avenue. and N. Zorros Rd.

  Poleline Avenue currently operates at a traffic volume of 4,400 AADT (2023 ITD) and is

classified as a Minor Arterial Roadway. Minor Arterial Roadways are generally designed and intended for roadway operations of 6,000 to 15,000 vehicles per day. By 2035 Poleline Ave. is projected to need a 5-lane cross section to accommodate projected growth.

Zorros Rd. is classified as a Minor Collector Roadway and part of the SH41 Backage Roadway System identified in the City's Transportation Master Plan and the SH41 Corridor Master Plan. The Backage roadway system is intended to supplement local traffic movements parallel to SH41 and enhance long term capacity of SH41 for regional transportation. Current transportation Modeling shows 2035 traffic volumes on Zorros Rd. (between Poleline Ave. and Prairie Ave.) at under 2,000 vehicles per day. Minor Collectors are generally designed and intended for roadway operations of 1,5000 to 5,000 vehicles per day.

The intersection of Poleline Ave. / Zorros Rd. is located ¼-mile east of the recently upgraded SH41. This intersection is identified in the City's Transportation Master Plan as needing installation of a traffic control device (Traffic Signal or Roundabout) sometime between 2027 and 2035. Construction of this improvement would be done as a Transportation Impact Fee Project (NKNL30 – East ¼-mile and Poleline). Timing of this project will be updated with the 2025 Transportation Master Plan that is under development and scheduled for completion in 2025. Completion of this improvement requires additional rights-of-way to be acquired in the northwest quadrant and the southern quadrants of the intersection.

Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Poleline Ave. / Zorros Rd. to accommodate a future multi-lane roundabout, approximately 1,500 square feet of additional rights-of-way would be required. Final layout of the rights-of-way would be coordinated with the Applicants Engineer based off concept (planning level) layouts of a typical multi-lane roundabout. The City Engineering Division has contacted the applicants Engineer and is coordinating a verification of the area. Rights-of-way would be required with annexation.

Zorros Rd. – Minor Collector, 80-foot road rights-of-way, as measured from the existing eastern rights-of-way of Zorros Rd. Zorros Rd. would require an additional 10-foot sidewalk, drainage, and utility easement to be provided adjacent to the dedicated rights-of-way.

Prairie Ave. – Minor Arterial, 110-foot road rights-of-way, aligned with the existing northern rights-of-way line to the west. Prairie Ave. would require an additional 15-foot sidewalk, drainage, and utility easement to be provided adjacent to the dedicated rights-of-way.

Dedication of the rights-of-way and easements identified will aid in facilitating the completion of necessary roadway improvements identified within the City's Transportation Master Plan to maintain adopted levels of service for transportation along Poleline Ave. and within the SH41 Corridor.

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

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact, whether as an outright allowed use in the CCS or through a special use permit. Having this approved to be incorporated into the City may help meeting this policy.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- Surrounded by incorporated areas

  Staff Comment: The site is currently within a County "island".

- That have readily available service infrastructure and capacity

  Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer infrastructure is located adjacent to the property. Ross Point Water is the water purveyor and has facilities adjacent to the site. The City has capacity and is willing to provide sanitary sewer service to the site.

  Urban improvements have been constructed along the adjoining properties to the north, east and west. Annexation of this property would aid in completion of missing roadway improvements and facilitate completion of an identified Transportation Impact Fee project (NKNL30 – East ¼-mile and Poleline).

- That support increased development intensity near the urban core

  Staff Comment: The location of the proposed annexation is not near the urban core, but is within the proximity to a commercial corridor and this may, upon development, increase intensity to support the existing commercial uses along Highway 41.

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have and will be followed for this proposal.

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

Staff Comment: Additional rights-of-way(s) and easement(s) would need to be

provided as part of annexation. Annexation shall include all rights-of-way adjoining the site currently within the County.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along N. Zorros Road and E. Poleline Avenue. The improvements along Poleline Ave. would complete a missing section and allow for a continuous route from Fennecus Road to the SH41 Trail.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. Dedications of rights-of-way would further aid in the completion of the future traffic control (roundabout or traffic signal) improvements at the Poleline/Zorros intersection. This allows for continuity of roadways and pedestrian pathways for both E. Poleline Avenue and N. Zorros Road.

Policy 45: Guide annexation decisions guided by and considering:

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

  Staff Comment: Compliance with associated master plans has been outlined previously within this staff report. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements

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

- Studies that evaluate environmental and public service factors

  Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. Per Idaho Code, Interstate pipelines are located within 1,000 feet of the proposed annexation and subdivision, the Yellowstone Pipeline is located along the property's Poleline Avenue frontage and has been noticed of this annexation request. The requested zoning is in conformance with the land use assumptions

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

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

  Staff Comment: The property is abutting the City of Post Falls on three (3) sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the water reclamation facilities adjoining the site.

  Rights-of-way of the adjoining roadway, Poleline Ave. and Zorros Rd., are owned and maintained by the City of Post Falls. Urban transportation improvements exist along the north side of Poleline Ave., adjacent to the east and west of the site; along with both sides of Zorros Rd., immediately adjacent to the project.

  Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

Policy 71: Promote the planting and protection of trees citywide, helping.

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and any new proposed trees to help identify the below bulleted items.

- Beautify and enhance community value.
- Provide shade and comfort.
- Affirm the city's association with the outdoors and its historic origins.
- Provide wildlife habitat.

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

Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city" at this point in time.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.
Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PUBLIC AGENCY COMMENTS:

- Exhibit PA-1 Post Falls School District – Remains neutral
- Exhibit PA-2 Kootenai County Fire & Rescue – Will comment during permit process
- Exhibit PA-3 Yellowstone Pipeline Co. – No comments
- Exhibit PA-4 Post Falls Police Department – Remains neutral
- Exhibit PA-5 Post Falls Highway District – Annex all right-of-way portions being adjacent
- Exhibit PA-6 Department of Environmental Quality – No comments

PUBLIC PROCESS:

On October 24, 2024, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Community Commercial Service (CCS) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation dated December 10, 2024 includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on January 30, 2025 and mailed to property owners within 300 feet of the proposed project on January 30, 2025. Notice has been published in the Coeur d'Alene Press on January 31, 2025. The property will be posted by February 7, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.72-acres (5.2-acres with rights-of-way) and if the adopted zone change criteria have been met for zoning designation of Community Commercial Services (CCS). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Owner Authorization
Exhibit A-5	Will Serve Letter

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	P&Z Minutes
Exhibit S-5	P&Z Zoning Recommendation
Exhibit S-6	Early Dawn and Zorros Annexation Agreement

Testimony:

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

Exhibit A-1

Annexation

ANNX-24-2

Submitted On: May 28, 2024

Applicant

Austin Fuller
5098932617
@ afuller@whipplece.com

Primary Location

Point Location: 47.7307, -116.8893

Application Information

Did an Annexation Pre-app take place?

No

Applicant Type

Engineer

Description of Project/Reason for Request

Annex one property within a City of Post Falls peninsula. The property is surrounded on three sides by City of Post Falls urban zoning.

Existing Zoning

Agriculture

Adjacent Zoning

CCS, R-1

Current Land Use

Vacant

Adjacent Land Use

Single family residential, multifamily residential

Proposed Zone

CCS

Owner Information

Name

Douglass Properties, LLC

Company

--

Phone

509.483.6632

Email

lanzce@irentspokane.com

Address

1402 E Magnesium Rd. STE 202

City, State, Zip Code

Spokane, WA 99217

Application Certification

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

true

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

true

Exhibit A-2

Whipple Consulting Engineers, Inc.

WCE No. 23-3546
May 10, 2024

Post Falls Planning and Zoning Commission
C.O.: Jon Manley, Planning Manager
408 N. Spokane Street
Post Falls, ID 83854

Re: City of Post Falls
Poleline & Zorros – Annexation Narrative

To whom it may concern:

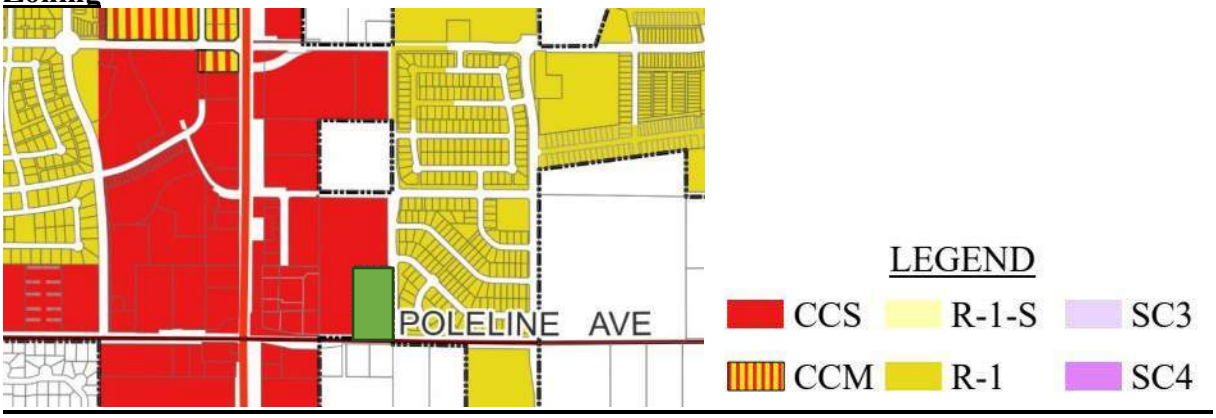
This letter is intended to serve as a written narrative for a proposed annexation of parcel 0-6360-30-058-AA, AIN 115171 (Poleline Property) on 4353 E. Poleline Avenue into the City of Post Falls. This letter discusses zoning information, how the proposal relates to the City of Post Falls Annexation Goals and Policies Future Land Use Plans, and any impact the proposal would have on City services.

Site Description

This annexation application is in regards to the subject property located in the Agriculture Zone in Kootenai County, Idaho in Section 30, Township 51 North, Range 4 West, B.M. The City of Post Falls Future Land Use Map designates both properties for annexation as Business/Commercial. The Poleline Property is one 4.76-acre rectangular parcel, listed as Kootenai County tax parcel number 0-6360-30-058-AA. The Poleline Property has frontage on Zorros Road to the east and Poleline Avenue to the south.

Figure 1: Property outlined in green.

Zoning



The site is currently located in the Kootenai County Agricultural Zone and is also located in the Border designation of the Kootenai County Comprehensive Plan.

Surrounding properties already annexed into the City of Post Falls include CCS zones to the north, south, and west, which are used for retail sales or performance of consumer services. The CCS zone is typically located in areas adjacent to major transportation corridors such as the I-90 corridor, Seltice Way and Highway 41. To the east of the site is zoned R-1 for single-family residences.

City Annexation Code Review

Per PFMC 18.16.010 and 18.20.100(C) and (D), the zone change approval criteria in the City of Post Falls has four requirements, listed below as A through D. The annexation of this property meets the requirements in the following ways:

A. *Is the proposed zoning district consistent with the future land Use map and focus area contained in the currently adopted Post Falls Comprehensive Plan?*

We ask that the parcels be annexed into the CCS zone in keeping with adjacent land uses to the north, south and west. CCS zoning is supported by the Comprehensive Plan in the Future Land Use Map which designates the site as business/commercial.

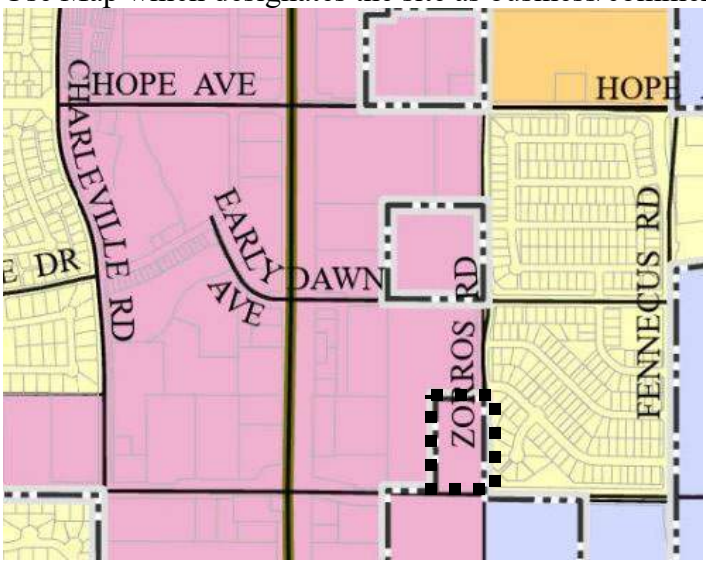


Figure 2: figure 2.03, page 37 of the Comprehensive Plan

B. *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?*

This proposed annexation meets the Comprehensive Plan goals and policies in the following ways:

> *G.07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

This goal is met through the following policies:

> *P.09 – Encourage annexation of County "islands" within the City, with priority given to areas: surrounded by incorporated areas; that have readily-available service infrastructure and capacity; that support increased development intensity near the urban core.*

The Poleline Property is surrounded on three sides by the incorporated areas, with CCS zone to the north and west, and R-1 zone to the east. To the south is County property, with a future land use of Business/Commercial.

P.14 – Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.

This proposal will follow all annexation procedures established by Idaho State statues or applicable City ordinances. Idaho State Statues are listed below, and applicable city ordinances under PFMC 18.20.10(C) and (D) are itemized as part of this narrative.

Idaho Statutes Section 50-222. Annexation by Cities

(2) General authority. Cities have the authority to annex land into a city upon compliance with the procedures required in this section. In any annexation proceeding, all portions of highways lying wholly or partially within an area to be annexed shall be included within the area annexed unless expressly agreed between the annexing city and the governing board of the highway agency providing road maintenance at the time of annexation. Provided further, that said city council shall not have the power to declare such land, lots or blocks a part of said city if they will be connected to such city only by a shoestring or strip of land which comprises a railroad or highway right-of-way.

This section of code grants the City of Post Falls the authority to annex land into a city.

(3) Annexation classifications. Annexations shall be classified and processed according to the standards for each respective category set forth herein. The three (3) categories of annexation are:

(a) Category A: Annexations wherein:

(i) All private landowners have consented to annexation. Annexation where all landowners have consented may extend beyond the city area of impact provided that the land is contiguous to the city and that the comprehensive plan includes the area of annexation;

The property owner has consented to annexation of this property, the property to be annexed is contiguous to the city, and the comprehensive plan includes the area of annexation.

(ii) Any residential enclaved lands of less than one hundred (100) privately owned parcels, irrespective of surface area, which are surrounded on all sides by land within a city or which are bounded on all sides by lands within a city and by the boundary of the city's area of impact; or

This section does not apply, as the application is allowed under subsection (i).

(iii) The lands are those for which owner approval must be given pursuant to subsection (5)(b)(v) of this section.

This section does not apply, as the application is allowed under subsection (i).

(5) Annexation procedures. Annexation of lands into a city shall follow the procedures applicable to the category of lands as established by this section. The implementation of any annexation proposal wherein the city council determines that annexation is appropriate shall be concluded with the passage of an ordinance of annexation.

(a) Procedures for category A annexations: Lands lying contiguous or adjacent to any city in the state of Idaho may be annexed by the city if the proposed annexation meets the requirements of category A. Upon determining that a proposed annexation meets such requirements, a city may initiate the planning and zoning procedures set forth in chapter 65, title 67, Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

This subsection allows the City of Post Falls to initiate the planning and zoning procedures for annexation.

67-6525. PLAN AND ZONING ORDINANCE CHANGES UPON ANNEXATION OF UNINCORPORATED AREA. Prior to annexation of an unincorporated area, a city council shall request and receive a recommendation from the planning and zoning commission, or the planning commission and the zoning commission, on the proposed plan and zoning ordinance changes for the unincorporated area. Each commission and the city council shall follow the notice and hearing procedures provided in section 67-6509, Idaho Code. Concurrently or immediately following the adoption of an ordinance of annexation, the city council shall amend the plan and zoning ordinance.

This project will be presented to the planning and zoning commission before being presented to city council for adoption of the annexation.

P.33 – Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Significant transportation infrastructure already exists adjacent to the subject property. A future development of either site may require improvements to existing roads or construction of new roads, as well as frontage to Poleline and Zorros to complete these streets in this area.

P.44 – Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

As the parcel has developed or developing land surrounding them, no significant extensions would be required.

P.46 – Mitigate impacts of annexation through the use of service agreements and/or development intensities that minimize City fiscal impacts.

The developer of this property would be responsible for installation of utilities and public road improvements along the perimeter of the property. With any future project, the developer would also be responsible for impact fees, permit fees, hookup fees, etc. to mitigate.

C. 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 parcel is within the future land use map of the City of Post Falls. As the parcel is surrounded by City of Post Falls annexed properties, all City services are already available. Any impact on City services from a future project should not impact services beyond an acceptable level. A will-serve letter from Ross Point Irrigation District was submitted along with the application.

D. Is annexation of the property in the best interest of the city (Legislative Decision)?
Annexation of the subject property will provide additional opportunities for development within the CCS Zone. The following items have been considered as part of annexation:

1. Street classification: per the transportation layer on the Post Falls GIS (figure 3), the Poleline Property is adjacent to the minor collector N. Zorros Road to the east and the Minor Arterial Poleline Avenue to the south. Additionally, to the west is the proposed SH41 1/8th Mile Backage Road, which is not adjacent and for which Right of Way, to our knowledge has been acquired. Further west is the N. Highway 41 principal arterial.

Figure 3: Post Falls GIS transportation layer, subject property in green.

2. Traffic patterns: The parcel is anticipated to utilize Highway 41 at the existing I-90 interchange that is currently being improved by ITD. Access to the parcels from Highway 41 can be through either Hope Avenue or Poleline Avenue, which are existing signalized intersections. Early Dawn Avenue/North Market is proposed to have a ¾ movement intersection.
3. Existing development:
    a. To the west of the Poleline Property lies the existing Bluegrass Apartments.
    b. To the east of the property is an existing subdivision, Foxtail 1st Addition.
    c. To the west, across HWY 41, is existing commercial and apartment developments: The Residence at Tullamore, Rockhound Landscape Supply, T & L Mini Storage, and Tullamore Commons.
4. Future land uses: The future land use of the parcel is Business/Commercial, which is in line with the proposed CCS zone.
5. Community plans: This parcel lies within Focus Area 41 North, which places importance on retail, mixed-use residential and services as well as multi-family and tech uses. It calls

for the creation of collector roads parallel to HWY 41 with the purpose of aiding mixed-use development. A main goal of the community plan for Focus Area 41 North is to place commercial uses along arterial and collector streets.

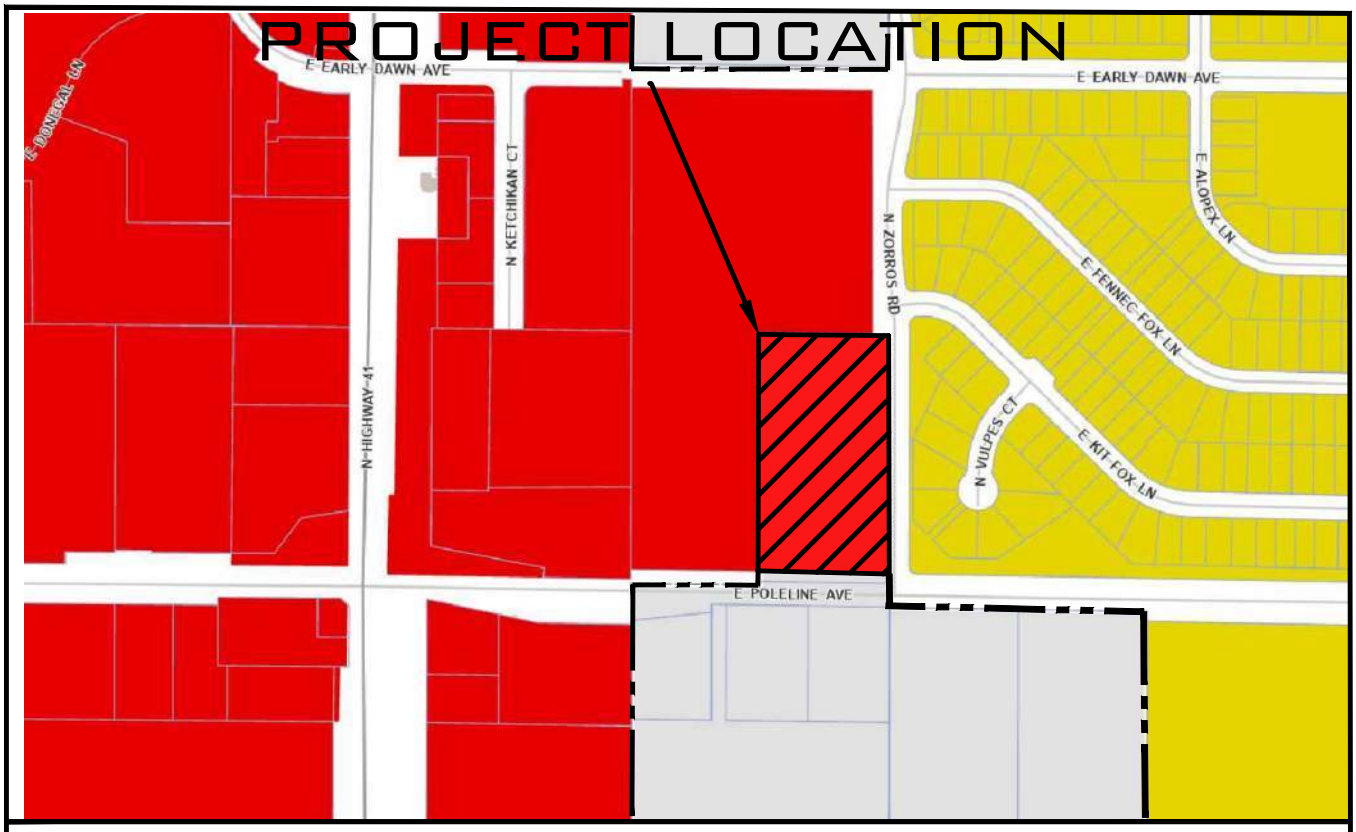
6. Geographic or natural features: The property is flat, which is appropriate for commercial zoning due to larger building footprints which would require substantial grading to accommodate otherwise.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617

Thank you,

Todd R. Whipple, P.E.
President, Whipple Consulting Engineers, Inc.

Exhibit A-3

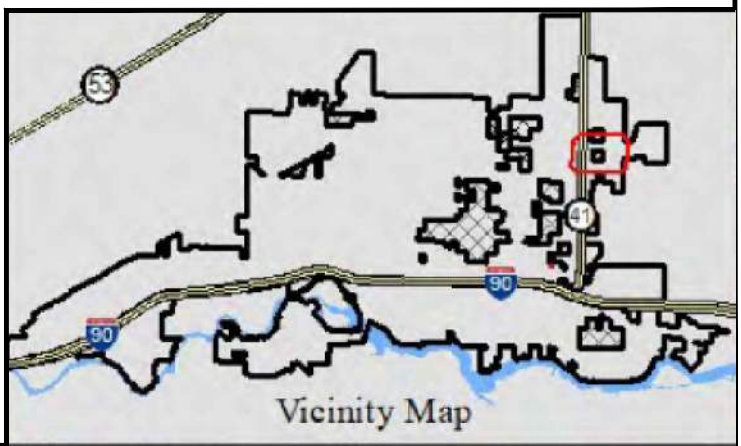


LEGEND:

- KOOTENAI COUNTY AGRICULTURAL ZONE
- CITY OF POST FALLS CCS ZONE
- CITY OF POST FALLS R1 ZONE
- PROPOSED SITE
- POST FALLS CITY BOUNDARY

N
W E
S
SCALE 1"=500'

N
W E
S
NOT TO SCALE



Vicinity Map

PROJ #: 22-3546 DATE:04/25/2024 DRAWN: WAL APPROVED: TRW	CITY OF POST FALLS ANNEXATION APPLICATION DOUGLASS ANNEXATION 4353 E POLELINE AVENUE POST FALLS, IDAHO	WCE WHIPPLE CONSULTING ENGINEERS CIVIL AND TRANSPORTATION ENGINEERING 21 S. PINES ROAD SPOKANE VALLEY, WASHINGTON 99206 PH: 509-893-2617 FAX: 509-926-0227
FIGURE 2	PROPOSED JURISDICTION AND ZONING	

Exhibit A-4

Lanzce G. Douglass
CONSTRUCTION / PROPERTIES / DEVELOPMENT

May 6, 2024

City of Post Falls Planning Division
Attn: Ethan Porter, Associate Planner
1st Floor of City Hall
408 N. Spokane St.
Post Falls, ID 83854

Re: Authorization Letter
Poleline & Zorros Annexation

Dear Mr. Porter:

Douglass Properties, LLC hereby authorizes Whipple Consulting Engineers to act on its behalf for the Poleline and Zorros Annexation on Kootenai County parcel number 0-6360-30-058-AA.

Thank you,

Lanzce G. Douglass, member
Douglass Properties, LLC

1402 E. Magnesium Rd. Suite 202 Spokane, WA 99217 T 509>483.6532 F 509>483.4966 License # LANZCGD 072P5

Exhibit A-5

ROSS POINT WATER DISTRICT

April 26, 2024

TO: Bill Melvin, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: UPDATED WILL SERVE LETTER FOR: DOUGLASS PROPERTIES, parcel # 0-6360-30-058-AA on 5353 Poleline Ave

Dear Mr. Melvin:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

This letter is to advise you that Ross Point Water District is willing and able to provide water service to the proposed Douglass Properties Project, to the extent of its readily available capacity if the following prerequisites are met:

Additional requirements include:

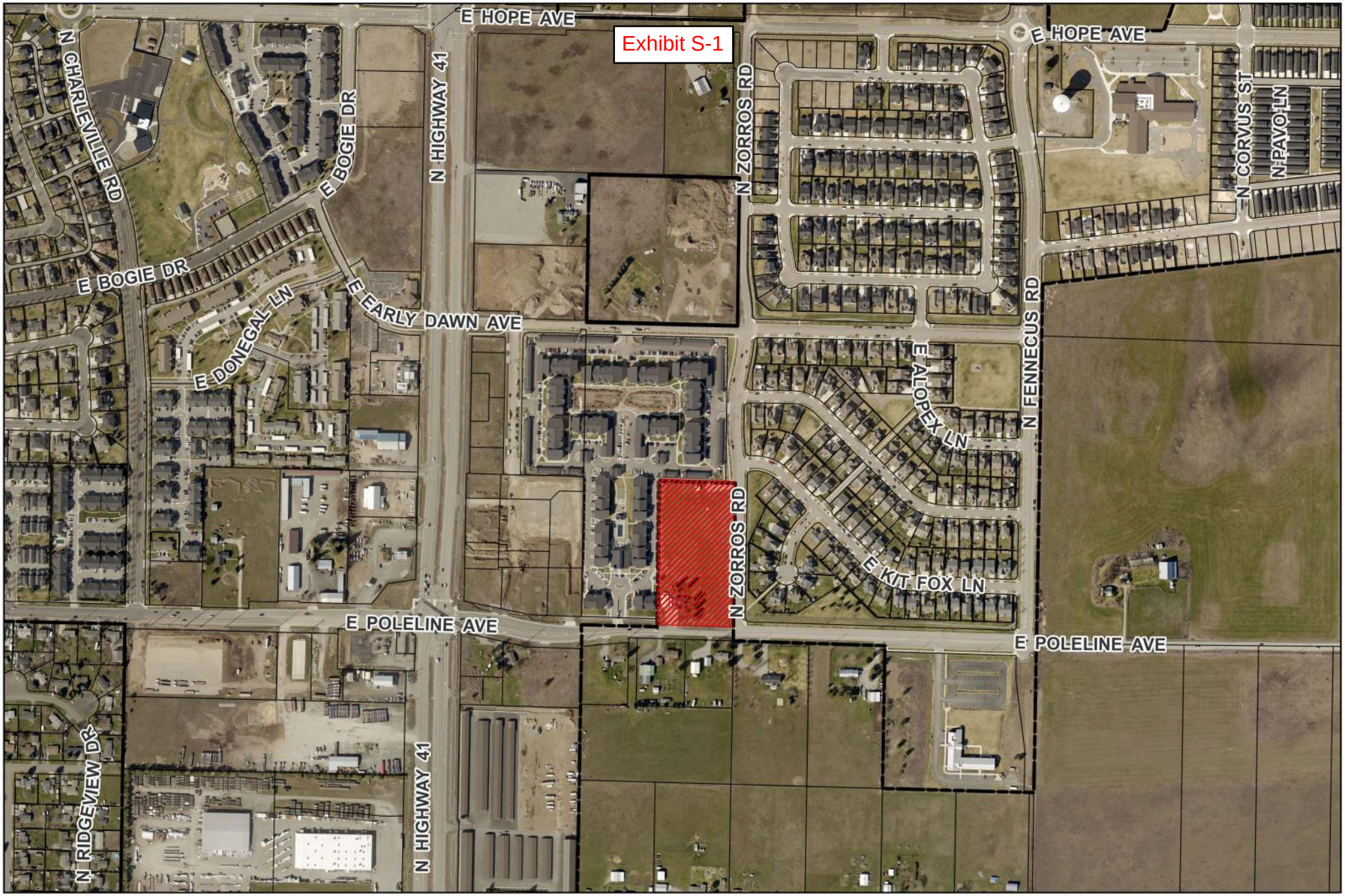
1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.
6. The Applicant must petition to annex into the District, and such annexation must be approved by the District's Board at a properly noticed public hearing.
7. All cost associated with the annexation process will be covered by the applicant.
8. The Applicant must agree to be bound by the terms and conditions set by the Board if annexation is granted.

If work on the project is not begun within one year this "Will Serve" letter becomes void. If you have any questions, please feel free to contact the District.

Sincerely,

Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Austin Fuller, Whipple Consulting Engineers, Inc.

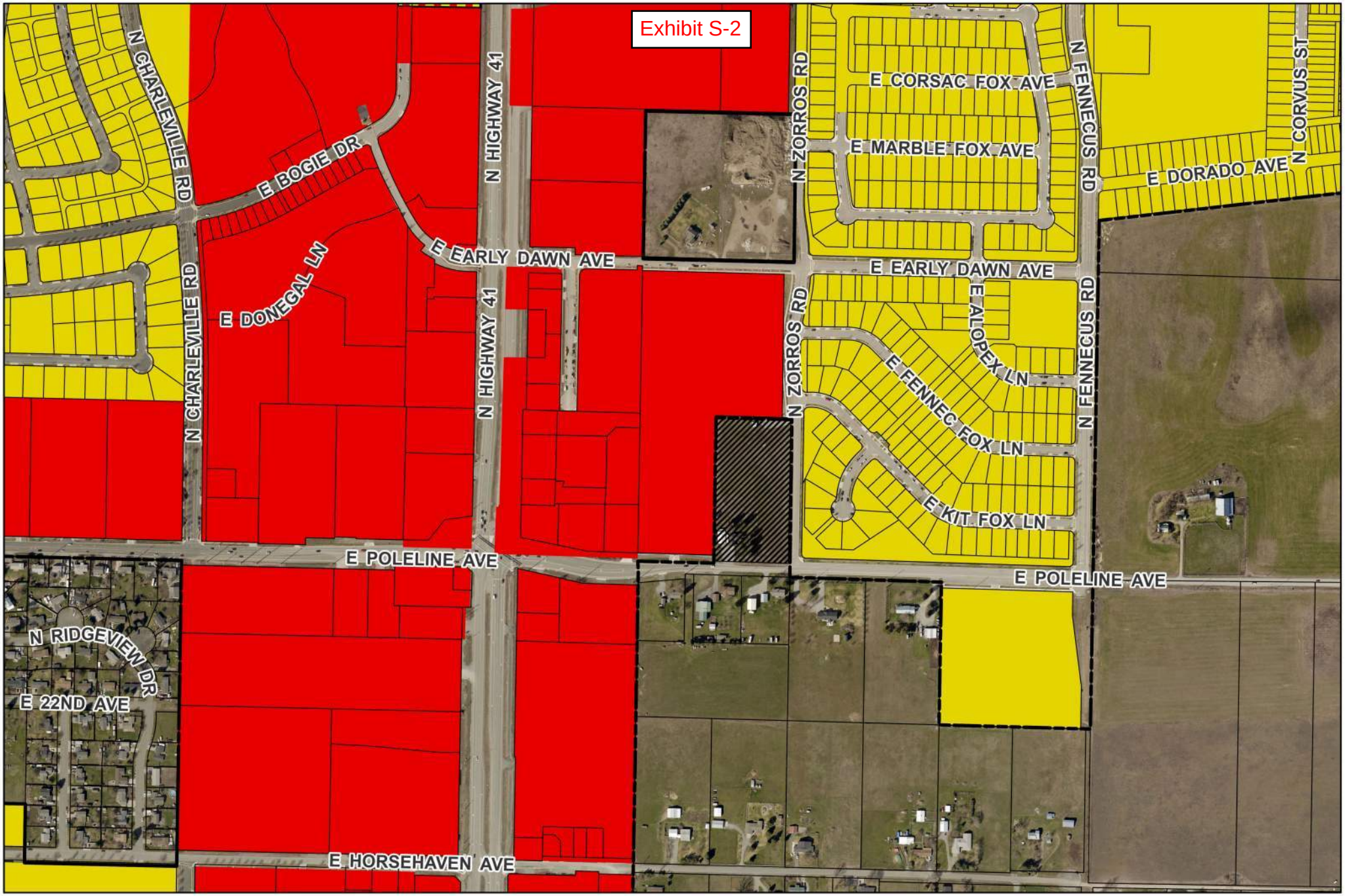


Project Location
POLELINE AND ZORROS
ANNEXATION
ANNX-24-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

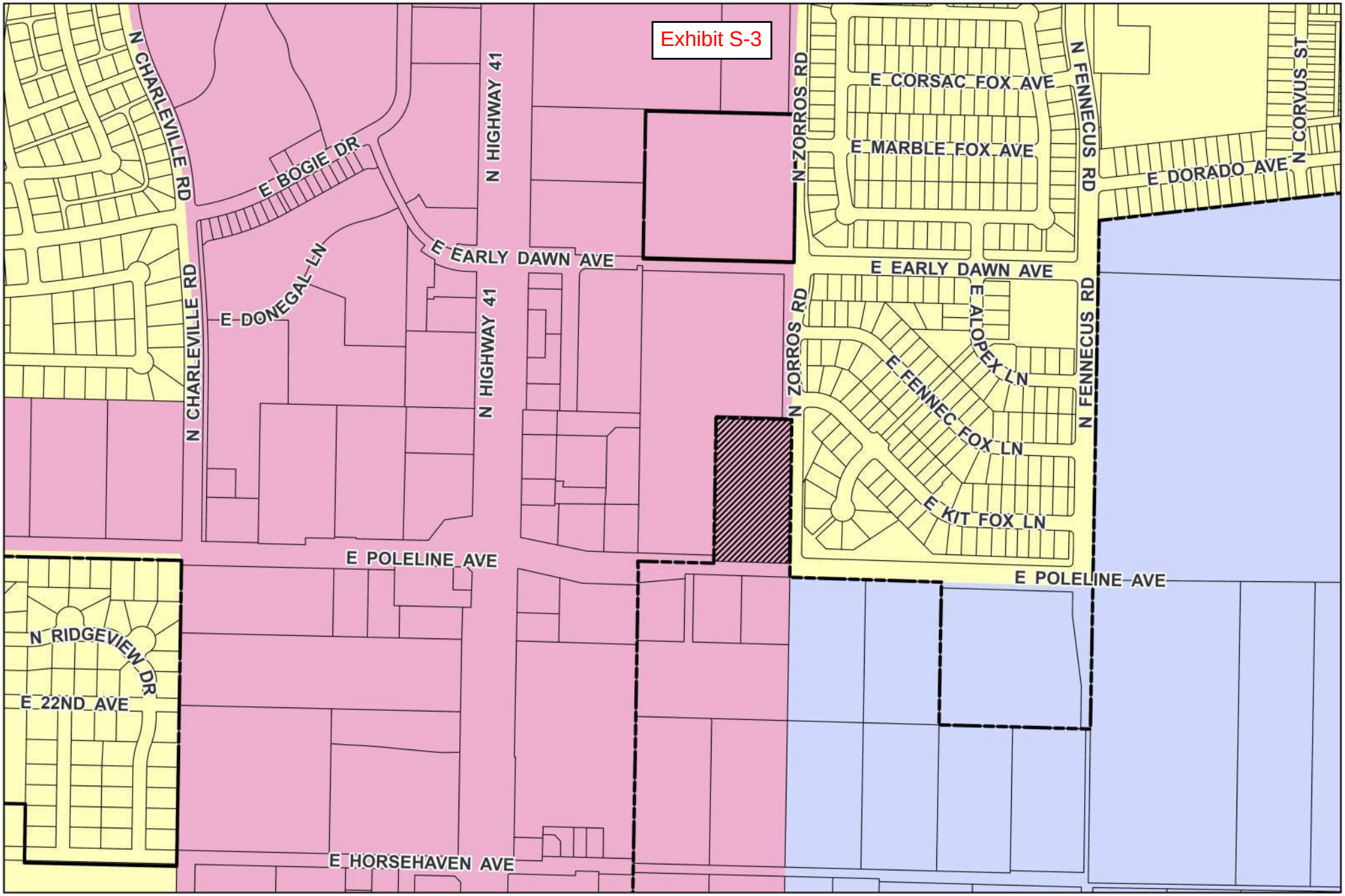
N



Zoning Map
POLELINE AND ZORROS
ANNEXATION
ANNX-24-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
R-1
N



Future Land Use Designation
POLELINE AND ZORROS
ANNEXATION
ANNX-24-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
Low Density Residential
Business/ Commercial
Transitional
N

CITY OF POST FALLS

PLANNING AND ZONING COMMISSION MEETING MINUTES

October 24, 2024 5:30 PM

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER
5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS
Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Excused: Kimball, Carey

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM
None

AMENDMENTS TO THE AGENDA
Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.
None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS
Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.
None

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

ACTION ITEMS:

a. P&Z Workshop Minutes 09-11-2024

Poleline & Zorros Annexation
File No. ANNX-24-2
Planning and Zoning Commission
Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers o/b/o Lanzce Douglass

LOCATION: The property is located at the northwest corner of E. Poleline Avenue and N. Zorros Road

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 4.72-acres

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Will Serve
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 YPL Comments
12. PA-4 PFPD Comments
13. PA-5 PFHD Comments
14. PA-6 DEQ Comments
15. PC-1 Robbins Comments
16. PZ Staff Report
17. Testimony at the October 24, 2024, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 24, 2024, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Community Commercial Services (CCS) on approximately 4.72 acres (including right-of-way) as part of the annexation request into the City of Post Falls. The subject property is located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. The properties surrounding the subject site are all incorporated areas into the City of Post Falls and is considered a

"county island".

The annexation would include dedications of adjacent right-of-way along E. Poleline Ave. and N. Zorros Rd. Mr. Porter testified that the current land use is a residential in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider is the Ross Point Water District, and the City of Post Falls would be the wastewater service having the capacity and ability to serve.

During the hearing, Mr. Porter provided information about the surrounding zoning and land uses. To the north and west of the property the use is multi-family, being the Bluegrass Apartments. Directly to the east is the Foxtail subdivision that is predominantly single-family. Single-family homes within the county make up the uses to the south, across E. Poleline Ave. The property is situated in the 41 North Focus Area which seeks to support development of 1/8-mile backage roads to help alleviate traffic from Highway 41. This focus area also identifies that development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail.

Mr. Porter also testified as to whether the proposal was in accordance with the goals and policies of the comprehensive plan. Highlighted goals by Mr. Porter included 6 and 7 along with policies 8, 9, 26 and 33. Policies 8 and 9 encourage in-fill development and annexation of county "islands" which the proposed annexation and requested zoning designation accomplishes.

Mr. Porter also testified that the City's water reclamation system has the capacity to provide service and is willing to do so, and Ross Point Water District will be the water provider. He discussed the property is adjacent to Poleline Ave, a classified minor arterial roadway and Zorros Road, a minor collector roadway meeting the roadway classifications to support the proposed annexation and zoning designation.

Mr. Porter also testified that there have been no "Demonstrable Adverse Impacts" identified from comments received by the noticed agencies in response to the annexation and initial zoning request. Mr. Porter stated that the zoning recommendation for CCS is recommended and satisfies all known criteria.

Austin Fuller, Whipple Engineering Consultants, Applicant

Mr. Fuller similarly testified about the property and the requested annexation and zoning recommendation for CCS. He testified that both adjacent roads, Poleline and Zorros, would receive additional dedicated right-of-way to be consistent with city standards with improvements made at the time of development. The property is a small pocket of county property surrounded by CCS and is already serviced by city services, so no expansion of services is needed.

Mr. Fuller testified that the review criteria are being met with the future land use designation as business/commercial and in the 41 North Focus area. Mr. Fuller stated that the property has readily available utilities within Poleline Avenue and Zorros Road. Agency notifications did not present any concerns or issues, and a will serve letter was provided.

Public Testimony:

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

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant requested initial zoning of Community Commercial Services (CCS) on approximately 4.72 acres upon the annexation into the City of Post Falls. The Future Land Use Map designates this area as business/commercial and it is located inside the 41 North Focus Area. CCS is an implementing zone under the commercial designation and is consistent.

The Commission finds that the proposed CCS zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the 41 North Focus Area.

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

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

Goals:
The proposal is consistent with Goal 6 in that it further improves Post Falls' transportation network. The proposal is also consistent with Goal 7 in that it allows for sufficient allocation of diverse land use types that contributes to the long-term sustainability of the City and achieve overall plan objectives.

Policies:
The proposal is consistent with Policy 1 in supporting land use patterns that consider impact fees to maintain levels of service and fosters the long-term health of community. Policy 8 supports the request in that it promotes compatible infill development, as well as Policy 26 in that it will improve Post Falls' network of sidewalks, trails, and bicycle paths. Policy 9 further supports the request in encouraging annexation of County islands which this request satisfies.

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

The Commission finds that political subdivisions were notified, and the City received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-2, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services CCS) zoning on approximately 4.72-acres upon successful annexation of the property.

12-10-24
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

corridor, in this case it's Highway 41. It's in the Highway 41 Focus Area that there should be businesses and commercial in that area. CCS is a commercial business implanting zone.

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

Hampe: The transportation network would be one advantage. Potentially having that road running north-south off of Highway 41. There's connectivity without getting on Highway 41.

Steffensen: Goal 1; bringing in more businesses and community services for that area. Policy 1, impact fees and connectivity.

Gabbert: There was discussion and agreement on the transportation elements. Maintaining the transportation systems and improving circulatory patterns. Also providing diverse commercial opportunities that the city is looking for. Infill development is a priority, this parcel is fully surrounded by the city.

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

Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.

Motion to approve by Commissioner Walton of Early Dawn Annexation File No. ANNX-24-1 finds that the requested zoning meets the approval in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and directs staff to prepare a zoning recommendation for CCS to be routed to the City Council.

Second, by Hampe

Vote:

Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm

Moved

b. Poleline & Zorros Annexation File No. ANNX-24-2

Public Hearing Open: 6:13 PM

Staff report

Ethan Porter, Associate Planner: Todd Whipple, with Whipple Engineering is requesting, on behalf of Lanzce Douglass, the property owner, approval to annex approximately 4.72 acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS). The subject site is located on the northwest corner of E. Poleline Avenue and N. Zorros Road. **Surrounding Land Uses:** Located to the north and west of the subject site is the Blue Grass Apartments. Directly east, across N. Zorros Road is the single-family Foxtail Subdivision. Across E. Poleline Avenue, to the south, there are large lot residential homes within Kootenai County. Currently, it is used as a large residential single-family lot. It is over the Rathdrum Prairie Aquifer. Ross Point Water District, wastewater provided by the City of Post Falls. The city would be willing to serve the property for the requested zoning of CCS and is subject to the 12th Avenue Surcharge and the Meyer Line Surcharge upon development. Zorros Road is a Minor Collector, Poleline Avenue is a Minor Arterial. The City's Transportation Master Plan identifies a 1/8 mile package roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private, or commercial roadways. City to obtain rights-of-way and easements. The future land use designation is business/commercial. It is in the 41 North Focus Area. Goals 6 and 7 and policies 26 and 33 were highlighted. Development would provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail. The city's Transportation Master Plan identifies an 1/8 mile package roadway between Early Dawn Avenue and Hope Avenue that can be made up of local access, private or commercial drive roadways. City to obtain rights-of-way and easements. There was no demonstrable adverse impact presented.

Applicant

Austin Fuller, Whipple Consulting Engineers**:** The site vicinity: To the north and west of the site are the Bluegrass Apartments, to the east is single-family and to the south is undeveloped land with some large single-family lots. The parcel is 4.76 acres, currently in the agricultural zone for Kootenai County and we're proposing the CCS zone. To the south is the agricultural zone. To the southeast is the agriculture/suburban zones. On the current Zoning Map, to the north and the west is CCS, and to the east is R1 under a PUD overlay. This site is a peninsula. Under the Future Land Use Map, this site is business/commercial. To the south is also business/commercial to be annexed in the future. The proposed zoning is consistent with the future land use map and focus area of 41 North. He spoke to goal 7 and policy 9, 14 and 44. There was no evidence in the

record stating that there would be a demonstrable adverse impact. All public services are available adjacent to this property and a water will serve letter was received.

Testimony
In-Favor: - None
Neutral - None
In Opposition - None

Schlotthauer: Requested a copy of the goals and policies for the Commissioners to reference in the future.
Gabbert: We will update in the next version of your manual.
Public Hearing Closed: 6:31 PM

Review Criteria:
1) Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
Steffensen: The Future Land Use Map has business/commercial. The Focus Area talks about business/commercial and CCS is implementing zone for that. It's next to Highway 41 which is good for commercial business.
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
Steffensen: Policy 1 talks about the impact of fees, connectivity and transportation, road and sidewalk improvements.
Walton: Policy 8, 9, and 26 all fit.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?
Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.

Motion by Commissioner Hampe to recommend approval of Poleline and Zorros File No. ANNX-24-2 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation of CCS to be provided to the City Council.
Second by Wilhelm
Vote:
Yes - Wilhelm, Steffensen, Walton, Hampe, Schlotthauer
Moved

c. ~~Killdeer File No. ANNX-24-4~~

~~**Public Hearing Open: 6:35 PM**~~
~~**Staff report**~~
~~Anna Staal, Planner 1: Lake City Engineering has requested, on behalf of the property owner Northern Lights Development, LLC, to annex approximately 4.89 acres into the City of Post Falls with a zoning request of Single-Family Residential (R1). The property is located at 2640 E. Killdeer Avenue. The current land use is large lot Single Family Residential. Current zoning is Single Family Residential (R1) zoning. The proposed subdivision will serve a single-family residential housing development. Surrounding Land Use: Located to the north of E. Killdeer Avenue is the Green Meadows 1st Addition Single-Family residential subdivision. Directly west of the subject site is Green Meadows Single-Family residential subdivision. There are large lot of single-family residential uses to the south and east that are within Kootenai County. Land uses surrounding the site are predominantly single-family. The surrounding properties to the north and west are zoned as R-1. The properties to the east and south are zoned as Agriculture within Kootenai County. The water provider will be Ross Point Water District, sewer will be the City of Post Falls. The city does have a capacity/willingness to serve land uses within the adjacent Killdeer Avenue. Killdeer Avenue is classified as a Minor Collector roadway, which provides connectivity to between Greensferry Road (Minor Arterial) and Cecil Road (Major Collector). No impact is anticipated on the traffic network from the requested R1 zoning. The future land use designation is low density residential and the focus area is 41 North. The focus area, Goals 6 and 7 and~~

1. **Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?** Steffensen: There is a county pocket there, with residential all around it. The Future Land Use indicates all that area is low-density residential R-1.
2. **Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?** Schlotthauer: Goal 7 that we provide for long-term sustainability for the city. R1 housing is critical and in short supply. Goal 8 infill and this is infill. Steffensen: Goal 6 talks about transportation networks in future connectivity. This will provide connectivity. And Policy 26 provides sidewalks and trails.
3. **Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?** Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing. Steffensen: The one concern in the staff report will be addressed, and we will look at that in due time. It is something that can be mitigated.

Motion by Commissioner Wilhelm to recommend approval of annexation, Killdeer Annexation File No. ANNX-24-4 finds that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberations and direct staff to prepare a zoning recommendation to provide to City Council of R1.
Second by Commissioner Hampe
Vote:
Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Steffensen: I would like to say this is Nancy Hampe's last meeting, so thank you for your service. When I came seven years ago, you helped me figure out what was going on.
Hampe: I have enjoyed it. If I hadn't been moving I would still be here.
Wilhelm: Thank you for your service to Post Falls.

7. ADJOURNMENT

7:12 PM

Date: 11/12/24 Chair: Jamie Steffensen

Attest: Nancy Thurwachter

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

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate

Exhibit S-4

CITY OF POST FALLS

PLANNING AND ZONING COMMISSION MEETING MINUTES

October 24, 2024 5:30 PM

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER
5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS
Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Excused: Kimball, Carey

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM
None

AMENDMENTS TO THE AGENDA
Final action cannot be taken on an item added to the agenda after the start of the meeting unless an emergency is declared that requires action at the meeting. The declaration and justification must be approved by motion of the Council.
None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS
Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.
None

1. CONSENT CALENDAR
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ACTION ITEMS:

a. P&Z Workshop Minutes 09-11-2024

corridor, in this case it's Highway 41. It's in the Highway 41 Focus Area that there should be businesses and commercial in that area. CCS is a commercial business implanting zone.

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

Hampe: The transportation network would be one advantage. Potentially having that road running north-south off of Highway 41. There's connectivity without getting on Highway 41.

Steffensen: Goal 1; bringing in more businesses and community services for that area. Policy 1, impact fees and connectivity.

Gabbert: There was discussion and agreement on the transportation elements. Maintaining the transportation systems and improving circulatory patterns. Also providing diverse commercial opportunities that the city is looking for. Infill development is a priority, this parcel is fully surrounded by the city.

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

Commissioners agreed that nothing was shown in the report. Nothing was demonstrated from any public testimony or anything in the hearing.

Motion to approve by Commissioner Walton of Early Dawn Annexation File No. ANNX-24-1 finds that the requested zoning meets the approval in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and directs staff to prepare a zoning recommendation for CCS to be routed to the City Council.

Second, by Hampe

Vote:

Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm

Moved

b. Poleline & Zorros Annexation File No. ANNX-24-2

Public Hearing Open: 6:13 PM

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Motion by Commissioner Hampe to recommend approval of Poleline and Zorros File No. ANNX-24-2 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare a zoning recommendation of CCS to be provided to the City Council.
Second by Wilhelm
Vote:
Yes - Wilhelm, Steffensen, Walton, Hampe, Schlotthauer
Moved

c. ~~Killdeer File No. ANNX-24-4~~

~~**Public Hearing Open: 6:35 PM**~~
~~**Staff report**~~
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Motion by Commissioner Wilhelm to recommend approval of annexation, Killdeer Annexation File No. ANNX-24-4 finds that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberations and direct staff to prepare a zoning recommendation to provide to City Council of R1.
Second by Commissioner Hampe
Vote:
Yes - Walton, Hampe, Steffensen, Schlotthauer, Wilhelm
Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Steffensen: I would like to say this is Nancy Hampe's last meeting, so thank you for your service. When I came seven years ago, you helped me figure out what was going on.
Hampe: I have enjoyed it. If I hadn't been moving I would still be here.
Wilhelm: Thank you for your service to Post Falls.

7. ADJOURNMENT

7:12 PM

Date: 11/12/24 Chair: [signature]

Attest: [signature]

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The City Hall building is handicapped accessible. If any person needs special equipment to accommodate

Exhibit PA-1

POST FALLS
SCHOOL DISTRICT #273

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

September 8, 2023

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

Dear Bob,

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

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

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

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

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

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

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

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

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

Sincerely,

Dena Naccarato
Superintendent

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

Exhibit S-5

Poleline & Zorros Annexation
File No. ANNX-24-2

Planning and Zoning Commission

Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers o/b/o Lanzce Douglass

LOCATION: The property is located at the northwest corner of E. Poleline Avenue and N. Zorros Road

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 4.72-acres

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Will Serve
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 YPL Comments
12. PA-4 PFPD Comments
13. PA-5 PFHD Comments
14. PA-6 DEQ Comments
15. PC-1 Robbins Comments
16. PZ Staff Report
17. Testimony at the October 24, 2024, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 24, 2024, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Community Commercial Services (CCS) on approximately 4.72 acres (including right-of-way) as part of the annexation request into the City of Post Falls. The subject property is located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. The properties surrounding the subject site are all incorporated areas into the City of Post Falls and is considered a

"county island".

The annexation would include dedications of adjacent right-of-way along E. Poleline Ave. and N. Zorros Rd. Mr. Porter testified that the current land use is a residential in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider is the Ross Point Water District, and the City of Post Falls would be the wastewater service having the capacity and ability to serve.

During the hearing, Mr. Porter provided information about the surrounding zoning and land uses. To the north and west of the property the use is multi-family, being the Bluegrass Apartments. Directly to the east is the Foxtail subdivision that is predominantly single-family. Single-family homes within the county make up the uses to the south, across E. Poleline Ave. The property is situated in the 41 North Focus Area which seeks to support development of 1/8-mile backage roads to help alleviate traffic from Highway 41. This focus area also identifies that development should provide pedestrian connectivity to all multi-use paths and trails including SH41 Trail.

Mr. Porter also testified as to whether the proposal was in accordance with the goals and policies of the comprehensive plan. Highlighted goals by Mr. Porter included 6 and 7 along with policies 8, 9, 26 and 33. Policies 8 and 9 encourage in-fill development and annexation of county "islands" which the proposed annexation and requested zoning designation accomplishes.

Mr. Porter also testified that the City's water reclamation system has the capacity to provide service and is willing to do so, and Ross Point Water District will be the water provider. He discussed the property is adjacent to Poleline Ave, a classified minor arterial roadway and Zorros Road, a minor collector roadway meeting the roadway classifications to support the proposed annexation and zoning designation.

Mr. Porter also testified that there have been no "Demonstrable Adverse Impacts" identified from comments received by the noticed agencies in response to the annexation and initial zoning request. Mr. Porter stated that the zoning recommendation for CCS is recommended and satisfies all known criteria.

Austin Fuller, Whipple Engineering Consultants, Applicant

Mr. Fuller similarly testified about the property and the requested annexation and zoning recommendation for CCS. He testified that both adjacent roads, Poleline and Zorros, would receive additional dedicated right-of-way to be consistent with city standards with improvements made at the time of development. The property is a small pocket of county property surrounded by CCS and is already serviced by city services, so no expansion of services is needed.

Mr. Fuller testified that the review criteria are being met with the future land use designation as business/commercial and in the 41 North Focus area. Mr. Fuller stated that the property has readily available utilities within Poleline Avenue and Zorros Road. Agency notifications did not present any concerns or issues, and a will serve letter was provided.

Public Testimony:

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

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant requested initial zoning of Community Commercial Services (CCS) on approximately 4.72 acres upon the annexation into the City of Post Falls. The Future Land Use Map designates this area as business/commercial and it is located inside the 41 North Focus Area. CCS is an implementing zone under the commercial designation and is consistent.

The Commission finds that the proposed CCS zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the 41 North Focus Area.

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

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

Goals:
The proposal is consistent with Goal 6 in that it further improves Post Falls' transportation network. The proposal is also consistent with Goal 7 in that it allows for sufficient allocation of diverse land use types that contributes to the long-term sustainability of the City and achieve overall plan objectives.

Policies:
The proposal is consistent with Policy 1 in supporting land use patterns that consider impact fees to maintain levels of service and fosters the long-term health of community. Policy 8 supports the request in that it promotes compatible infill development, as well as Policy 26 in that it will improve Post Falls' network of sidewalks, trails, and bicycle paths. Policy 9 further supports the request in encouraging annexation of County islands which this request satisfies.

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

The Commission finds that political subdivisions were notified, and the City received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-2, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services CCS) zoning on approximately 4.72-acres upon successful annexation of the property.

12-10-24
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

Poleline & Zorros Annexation
File No. ANNX-24-2
Planning and Zoning Commission
Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers o/b/o Lanzce Douglass

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The Commission finds that the proposed CCS zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the 41 North Focus Area.

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

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

Goals:
The proposal is consistent with Goal 6 in that it further improves Post Falls' transportation network. The proposal is also consistent with Goal 7 in that it allows for sufficient allocation of diverse land use types that contributes to the long-term sustainability of the City and achieve overall plan objectives.

Policies:
The proposal is consistent with Policy 1 in supporting land use patterns that consider impact fees to maintain levels of service and fosters the long-term health of community. Policy 8 supports the request in that it promotes compatible infill development, as well as Policy 26 in that it will improve Post Falls' network of sidewalks, trails, and bicycle paths. Policy 9 further supports the request in encouraging annexation of County islands which this request satisfies.

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

The Commission finds that political subdivisions were notified, and the City received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-24-2, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services CCS) zoning on approximately 4.72-acres upon successful annexation of the property.

12-10-24
Date

Chairman

Attest

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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.

Exhibit S-6

DEVELOPMENT AND ANNEXATION AGREEMENT

Poleline & Zorros Annexation

(File No. ANNX-24-2)

THIS AGREEMENT is made this ___ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **DOUGLASS PROPERTIES, LLC**, a Washington limited liability company organized and existing pursuant to the laws of the State of Washington, with its principal place of business at 1402 E Magnesium Rd. STE 202, Spokane WA 99217.

WHEREAS, **DOUGLASS PROPERTIES, 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 in order 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 Property is generally located at the northwest corner of E. Poleline Avenue and N. Zorros Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

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

lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.

2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.

2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.

3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.

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 will all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.

3.2.2 12th Avenue Sewer Surcharge: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as $3334.52 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

3.2.3 Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. In 2024 the City constructed a portion of the 12th Avenue Force Main to further extend capacity in the SH41 Corridor. Owner agrees that if the

12th Avenue Force main has not been extended to the Water Reclamation Facility by the time identified capacity triggers are reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been completed and accepted by the City.

3.2.4 Meyer Line Sewer Surcharge: Owner acknowledges that the Property is within the Meyer Line Sewer Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as $837.41 per service unit. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.

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 that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.

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 15-foot wide easement along Zorros Road 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 Zorros Road for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for Zorros Road.

4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Poleline Avenue to include utilities, sidewalks, and storm drainage.

4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Poleline Avenue where the new northern limits will align with the existing northern rights-of-way to the east and west of the Property.

4.1.5. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way at the intersection of Poleline Avenue and Zorros Road for accomodation of future traffic control (City CIP project NKNL30 – East ¼-mile and Poleline). The area will consist of a triangle with 65-foot long legs on Poleline Avenue and Zorros Road.

4.1.6. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along the triangular rights-of-way dedication identified in 4.1.5 to include utilities, sidewalks and storm drainage.

ARTICLE V. CONSIDERATION/FEES

5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.

5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.4. Time is of the Essence: Time is of the essence in this Agreement.

6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.

6.11. 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.

6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

6.13. 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.

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

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

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

DOUGLASS PROPERTIES, LLC

By: _____
Lanzce G. Douglass, Governor

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

On this _____ day of _____, 20___, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk,** respectively of the City of Post Falls, Kootenai County, Idaho,

executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

This record was acknowledged before me on this 27th day of November, 2024, by Lanzce C. Douglas as Governor of Douglass Properties, 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
Commission Number 188449
Allyson Marie Andrade
My Appointment Expires 10/12/2028
STATE OF WASHINGTON

_____
Notary Public for the State of Idaho
Residing at: Spokane County
Commission Expires: 10/12/2028

EXHIBIT A

City of Post Falls Annexation Ordinance No._____

Annexation Description

A parcel of land lying in the Southwest Quarter of Section 30 and in the Northwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, from which the Center Quarter Corner of said Section 30 bears North 01°01'09" East 2675.33 feet;

thence along the South line of the Southwest Quarter of said Section 30, North 88°09'46" West 1322.61 feet to the **True Point of Beginning**;

thence leaving the South line of said Southwest Quarter, South 00°59'33" West 30.00 feet to the South Right-of-Way of Poleline Avenue;

thence along the South Right-of-Way of said Poleline Avenue, North 88°09'46" West 327.51 feet to the East line of the City Limits;

thence along the East line of the said City Limits and the West line of the East half of Tract 58 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho and the extension thereof, North 00°59'29" East 639.15 feet to the South line of said City Limits and the Northwest Corner of said Tract 58;

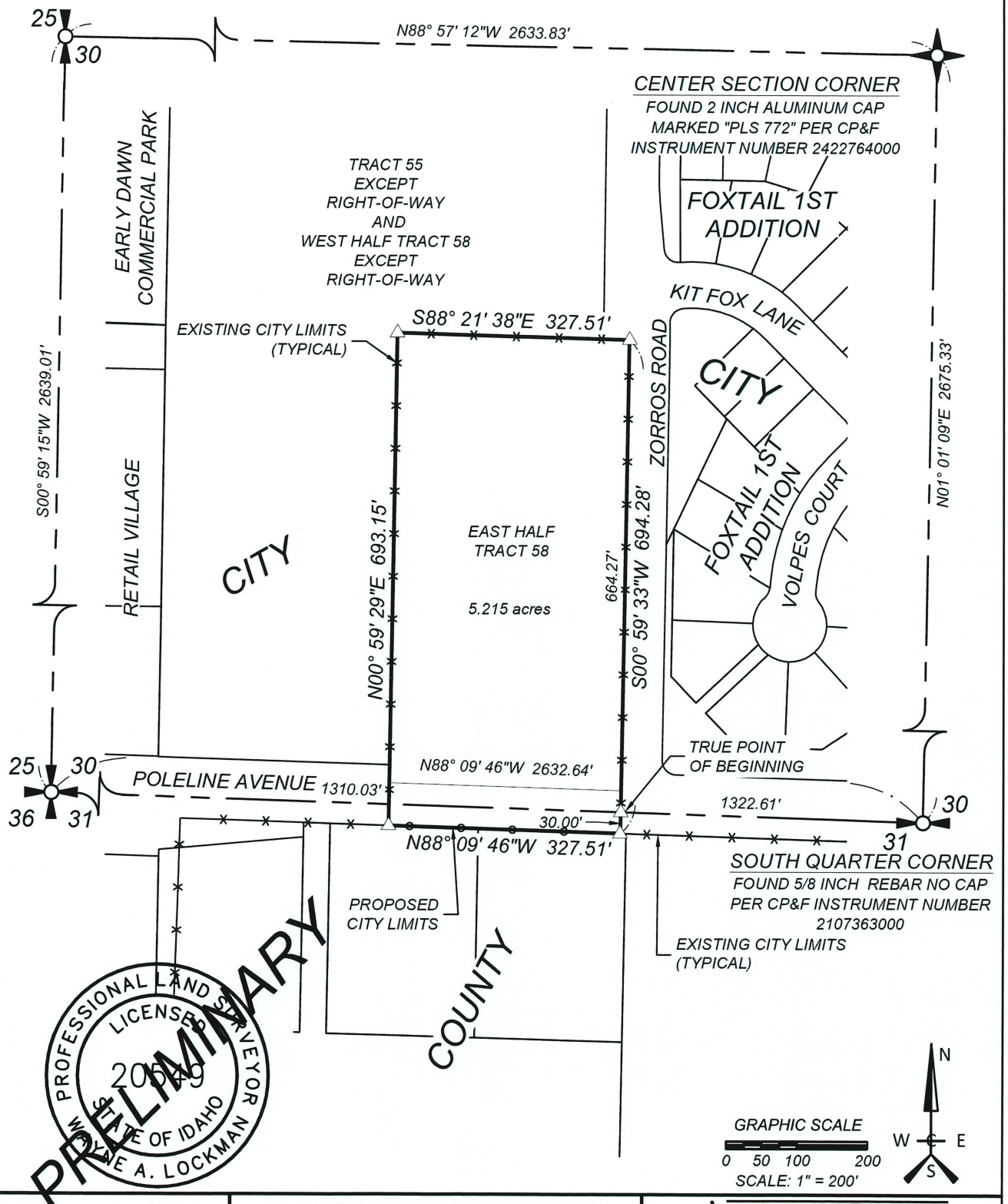
thence along the North Line of said Tract 58, being the South line of said City Limits, South 88°21'38" East 327.51 feet to the West Right-of-Way of Zorros Road and the West line of said City Limits and the Northeast Corner of Tract 58;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 58 and the extension thereof, being the West line of said City Limits, South 00°59'33" West 664.27 feet to the **True Point of Beginning**;

said parcel containing 5.215 acres of land, more or less.

DRAFT

CITY OF POST FALLS ANNEXATION ORDINANCE No._____



PROJECT NO.:	23-3546
DATE:	04/25/24
DRAFTED BY:	EJW/MAS
REVIEWED BY:	WAL
SCALE:	1"=200'

S.30 - T.51N. - R.04W. B.M.

ANNEXATION EXHIBIT

A PORTION OF THE NW1/4, SEC.31
AND A PORTION OF THE SW1/4,SEC.30,
T51N, R4W, B.M.
KOOTENAI COUNTY, ID

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

Exhibit PA-2

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

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

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

Respectfully,

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

KOOTENAI COUNTY
REGION 1
IDAHO
FIRE & RESCUE

Exhibit PA-3

From: Polak, Chad M
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdiction - Poleline & Zorros Annexation File No. ANNX-24-2
Date: Wednesday, August 21, 2024 11:12:10 AM
Attachments: image001.png
Exhibit PH-2 NTJ _Poleline & Zorros_PZ.pdf

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

Hi Nancy,

No impact to the P66 ROW and we do not have any concerns.

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, August 21, 2024 11:37 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan

CITY OF POST FALLS POLICE DEPARTMENT

Exhibit PA-4

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

August 21st, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Poleline & Zorros Annexation File No. ANNX-24-2

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral. The department will provide further comment during the development process. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

Mark J. Brantl
Captain
Post Falls Police Department

Exhibit PA-5

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, October 15, 2024 3:36 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions File Poleline & Zorros File No. ANNX-24-2

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

The Post Falls Highway District requests the City annex all portions of Poleline Ave adjacent to the subject site, as per Idaho code 50-222, Chapter 2.

Regards,
Jonie

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

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, October 3, 2024 11:49 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom

Exhibit PA-6

From: Kristie May
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Poleline & Zorros Annexation File No. ANNX-24-2
Date: Thursday, September 5, 2024 2:33:04 PM
Attachments: image001.png

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

Good Afternoon,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, August 21, 2024 10:37 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips

Exhibit PC-1

Nancy Thurwachter

From: Jim Robbins <JRobbins@kec.com>
Sent: Thursday, October 10, 2024 10:42 AM
To: Public Hearing Notice
Subject: Comments on the Annexation ANNX-24-2
Attachments: Letter to PF Planning and Zoning on Annexation of Goat.docx

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

Attached is my opposition to the ANNX-24-2

Jim Robbins
4438 E. Kit Fox Ln
Post Falls, Id 83854
208-964-1013

Sent from my iPad

Jim Robbins | Director, District 2

Kootenai Electric Cooperative | 9014 W. Lancaster Road | Rathdrum, ID 83858
TEL 208-765-1200 | **CELL** 208-964-1013 | **WEB** kec.com
Kootenai Electric COOPERATIVE

Written Testimony for the Annex of ANNX-24-2

This property is a vacant field that was the pasture for a goat farm. The developer, Lance Douglas, purchased this property after he built the Blue Grass Apartments on land next door to the West. The original design for the apartment complex had a built in dog park but Douglas submitted a new design, after the permits were issued to build the apartments to eliminate the dog park and build more apartments. Consequently, the apartment residents have made the old goat farm (this property up for annexation) as a quasi dog park to exercise their dogs.

Now the developer (assumed to be Lance Douglas) is going to eliminate the old goat farm pasture to develop commercial or high density housing leaving the apartment residents and their dogs no place to exercise.

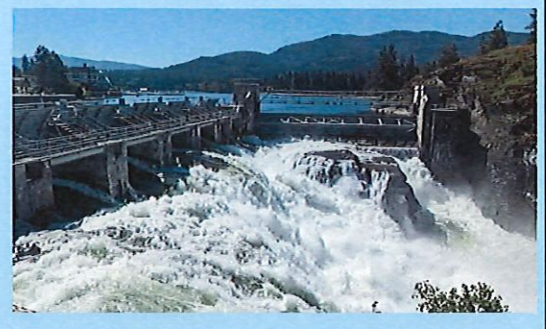
Where does the elimination of open space stop and allow for free and open space for dogs to run after balls and frisbees? People complain about dogs running around lose and yet the community does little to provide adequate space for owners to be able exercise them in a control environment.

I oppose the annexation and zoning change. Let's start providing some open space in this mad dash to build on every inch of Post Falls property.

Poleline and Zorros Annexation

ANNX-24-2

February 18, 2024



CITY OF POST FALLS

Jon Manley – Planning Manager

1

OWNER: Douglass Properties LLC

APPLICANT: Todd Whipple, Whipple Engineering

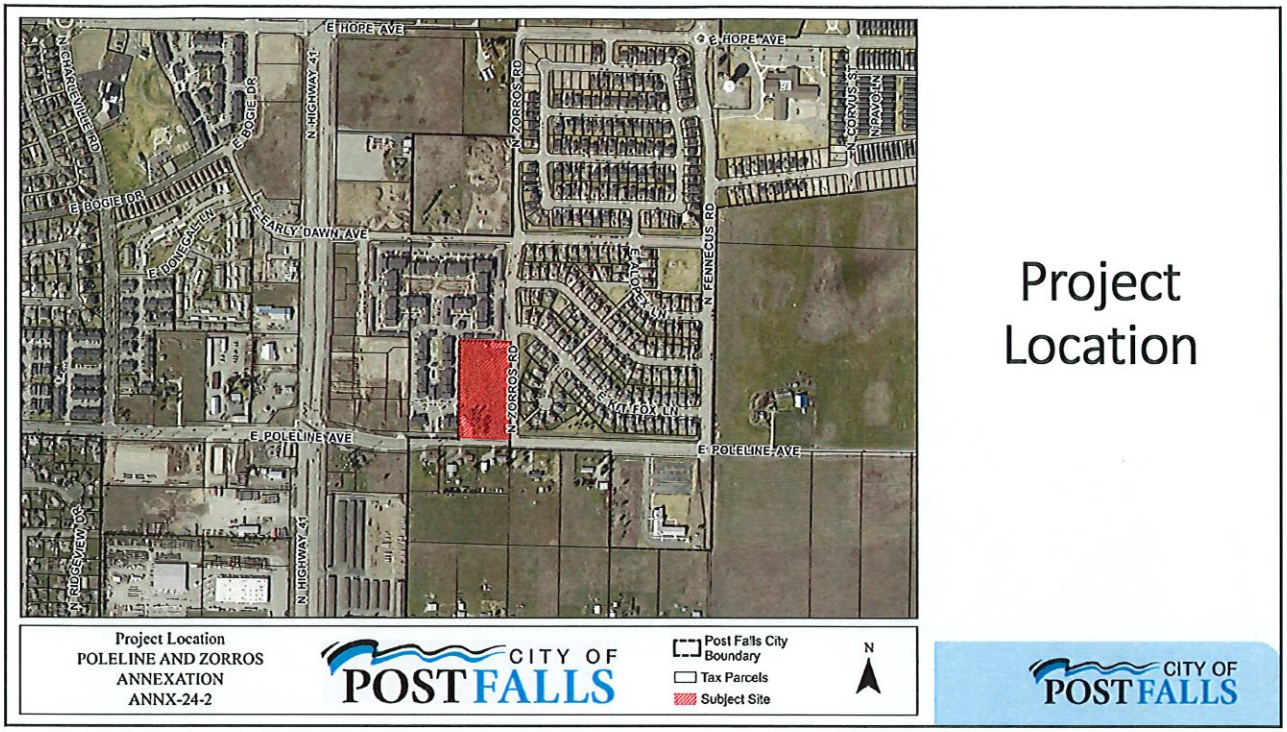
APPLICANT REQUEST:

- **Annexation:** Applicant seeks approval for the approximate 4.72-acre annexation (5.2 with rights-of-way) request into the City of Post Falls with the forwarded recommendation for Community Commercial Services (CCS) zoning from the Planning and Zoning Commission on October 24th, 2024.

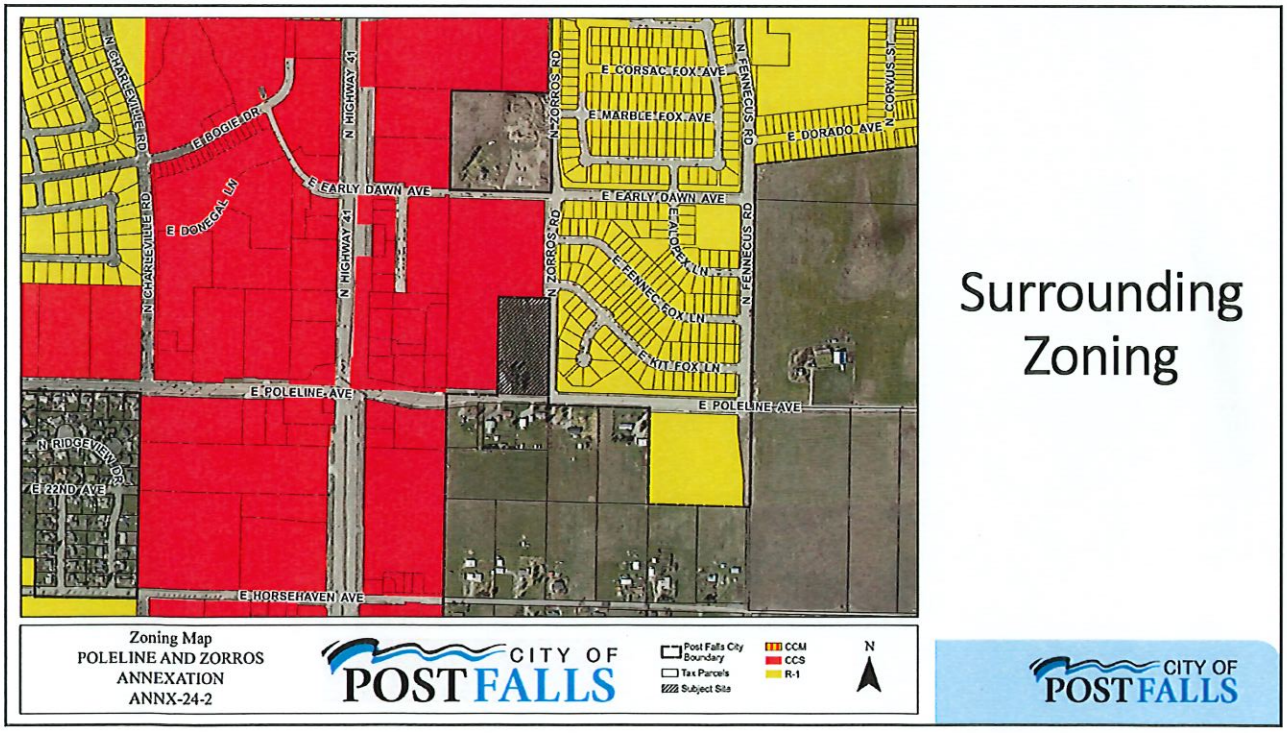
Poleline and Zorros Annexation

CITY OF POST FALLS

2


E HOPE AVE
N CHARLESVILLE RD
E BOGIE DR
N HIGHWAY 41
N ZORROS RD
N CORVUS ST
N RAVOLI LN
E DONEGAL LN
E EARLY DAWN AVE
N FENNECUS RD
E MARBLE FOX LN
E POLELINE AVE
N RIDGEVIEW DR
Project Location
POLELINE AND ZORROS
ANNEXATION
ANNX-24-2
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
N
Project Location
CITY OF POST FALLS

3


N CHARLESVILLE RD
E BOGIE DR
N HIGHWAY 41
N ZORROS RD
E CORSAC FOX AVE
E MARBLE FOX AVE
N FENNECUS RD
N CORVUS ST
E DORADO AVE
E DONEGAL LN
E EARLY DAWN AVE
E FENNEC FOX LN
E KIT FOX LN
E POLELINE AVE
N RIDGEVIEW DR
E 22ND AVE
E HORSEHAVEN AVE
Zoning Map
POLELINE AND ZORROS
ANNEXATION
ANNX-24-2
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
CCM
CCS
R-1
N
Surrounding Zoning
CITY OF POST FALLS

4

Land Use & Site

- Currently a large lot single family use
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan
- The City has the capacity to provide service and is willing to serve to the property at the requested density.
- The site is subject to the 12th Ave. Surcharge

Water

- Ross Point Water District - Exhibit A-5

Traffic

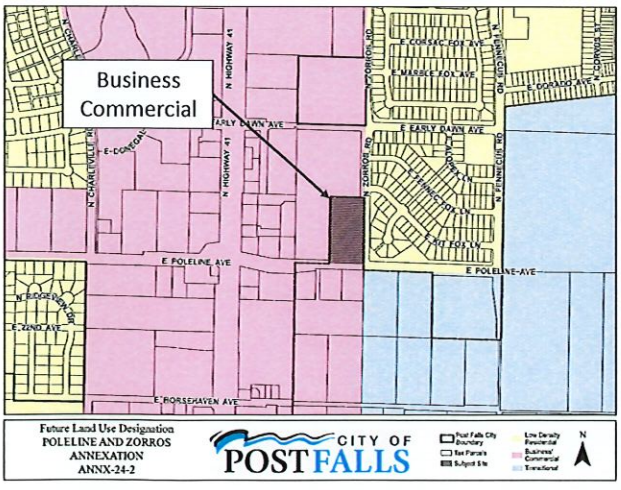
- Poleline Ave. is a Minor Arterial
- Zorros Rd. is Minor Collector
- Additional rights-of-way and easement would need to be provided as part of annexation.
- Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways.

Additional Information

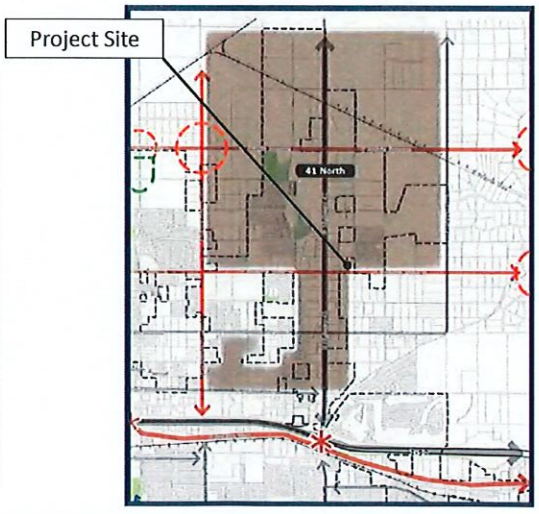
CITY OF POST FALLS

5

Future Land Use Designation



41North Focus Area

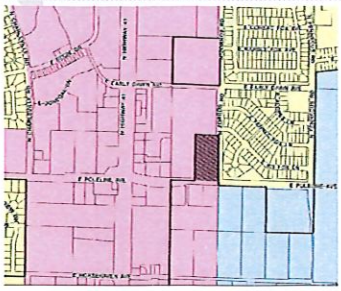


Future Land Use Designation/Focus Area

CITY OF POST FALLS

6

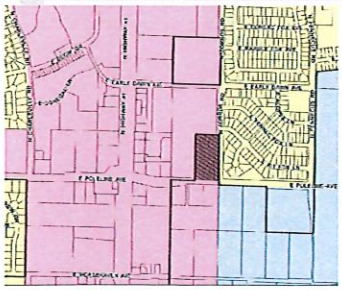
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.06]:Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.	[P.24]: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities. [P.26] Maintain and improve the continuity of sidewalks, trails and bicycle paths in Post Falls.

CITY OF POST FALLS

7

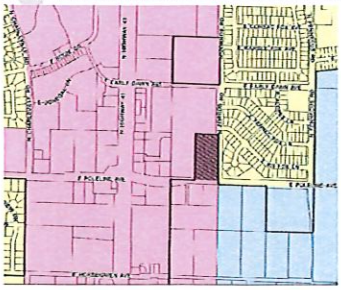
Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.45]: Guide annexation decisions guided by and considering: •Master plans for water, sewer, transportation, parks, schools, and emergency services. •Provision of necessary rights-of-way and easements. •Studies that evaluate environmental and public service factors. •Timing that supports orderly development and/or coordinated extension of public services.

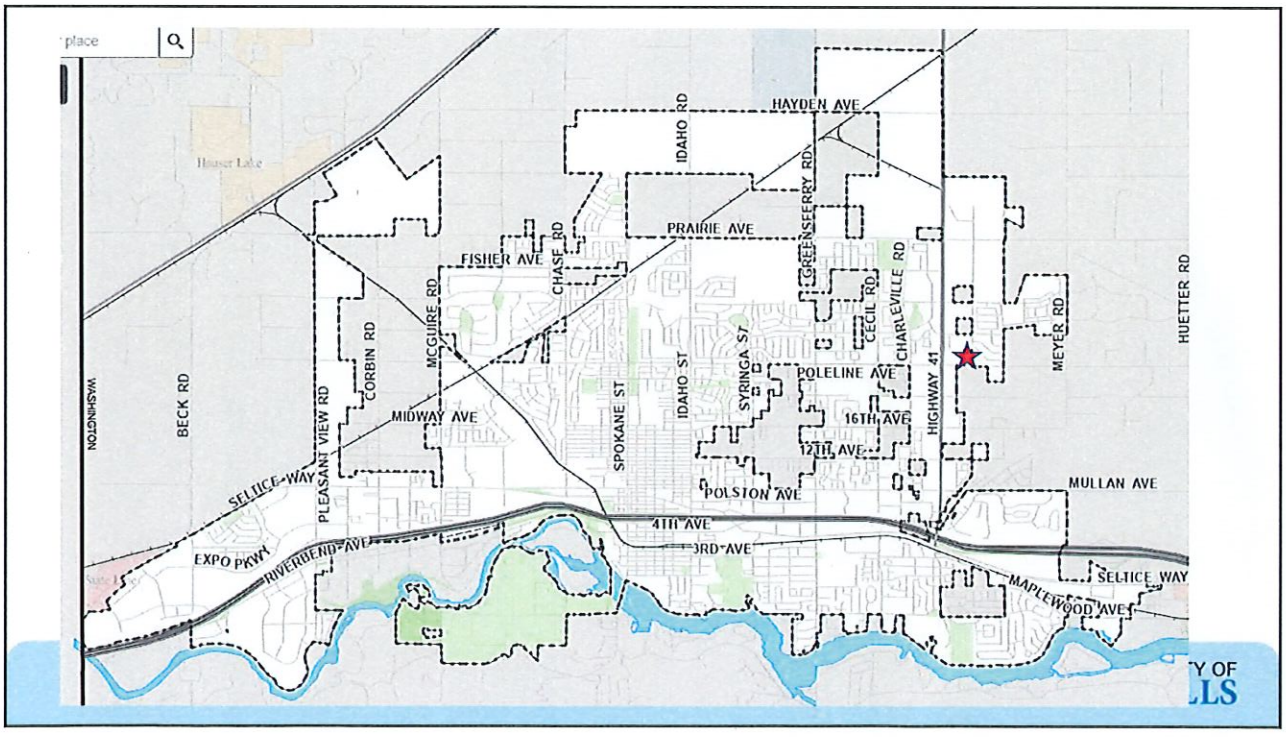
CITY OF POST FALLS

8

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business Commercial Implementing Zoning Districts LC, **CCS**, CCM, TM, R-2, R-3, SC4, SC5, Per Focus Area	41 North Provisions for multi-family, commercial, and tech uses near higher classified roadways; Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;	[G.12]:Maintain the City of Post Falls' long-term fiscal health.	[P.2]: **Apply** or revise zoning designations with careful consideration of factors including: • Future land use mapping. • Compatibility with surrounding land uses. • Infrastructure and service plans. • Existing and future traffic patterns. [P.9]: Encourage annexation of County "islands" within the City,

9



10

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

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

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

Zone Change Review Criteria

CITY OF POST FALLS

11

- Bonneville Power Administration
- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Phillips 66 (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Idaho Dept. of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Spectrum
- PF Police Department
- Utilities (W/WW)
- Urban Renewal Agency
- Kootenai County Planning
- City Link
- Idaho Transportation Dept.
- KMPO

Agencies Notified

CITY OF POST FALLS

12

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3/PA-8] Philip 66 (YPL) – No impact on their infrastructure

[PA-4] Post Falls Police - Remain neutral

Agency Comments

CITY OF POST FALLS

13

[PA-5/PA-9] PFHD – Requests City annex all portions of Poleline Ave adjacent to site.

[PA-6/PA-10] DEQ – No environmental impact comment

[PA-7] Idaho Transportation Department – No Comment

Agency Comments

CITY OF POST FALLS

14

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

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

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

Zone Change Review Criteria

CITY OF POST FALLS

15

From: Robert Beachler
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2
Date: Thursday, January 30, 2025 8:18:30 AM
Attachments: image001.png

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No Comment from the Idaho Transportation Department.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 30, 2025 8:11 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton

<Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Poleline & Zorros Annexation File No. ANNX-24-2 that is scheduled for the Planning and Zoning meeting on October 24, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

CITY OF POST FALLS

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From:	Martinez, Leo
To:	Nancy Thurwachter
Subject:	Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2
Date:	Thursday, January 30, 2025 10:08:36 AM
Attachments:	image002.png image003.png image004.png Exhibit PH-7 NTJ Poleline & Zorros_CC.pdf YPL_226.pdf

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Nancy,

In response to your request for utility verification, Phillips 66 Pipeline LLC (P66) has facilities in the project area that may conflict with your proposed plans. Attached for your information, is a copy of our Engineering Alignment Sheet depicting P66's pipeline facilities.

Please be sure to keep me updated as the project moves forward.
(P66 Response 12860)

Leo Martinez
Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 30, 2025 8:11 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac

<Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: [EXTERNAL]Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Poleline & Zorros Annexation File No. ANNX-24-2 that is scheduled for the Planning and Zoning meeting on October 24, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

From: Jonie Anderson
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2
Date: Friday, January 31, 2025 1:09:25 PM
Attachments: image003.png

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The Post Falls Highway District has no comment.

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

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, January 30, 2025 8:11 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson

<Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Sherman <Sherman@cdagarbage.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Subject: Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2

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Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338

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Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Friday, February 7, 2025 11:17 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Poleline & Zorros Annexation File No. ANNX-24-2

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Good Morning,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, February 3, 2025 3:48 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert

Whipple Consulting Engineers, Inc.

WCE No. 23-3546
February 11, 2025

Post Falls Planning and Zoning Commission
C.O.: Jon Manley, Planning Manager
408 N. Spokane Street
Post Falls, ID 83854

Re: City of Post Falls
Poleline & Zorros – Comprehensive Plan Review Letter

Post Falls City Council:

This letter is intended to supplement the narrative dated May 10, 2024, and review the Focus Area 41 North for the proposed annexation of parcel 0-6360-30-058-AA, AIN 115171 (Poleline Property) on 4353 E. Poleline Avenue into the City of Post Falls. Additionally, this letter will supplement our letter to the Planning Commission dated October 24, 2024, by providing additional clarifications to our earlier review of the Comprehensive Plan Policies.

The following are the Comprehensive Plan recommendations for the Focus Area 41 North:

Focus Area: 41 North:

Focus provisions for multi-family, commercial, and tech uses near higher classified roadways:

WCE Response: This project is located within ½ mile from Highway 41. The CCS Zone is an implementing zone for the business/commercial future land use in the comprehensive plan, which allows for multifamily, commercial and tech uses through permitted uses or by requiring a special use permit. These uses include but are not limited to multifamily, retail, vehicle sales, restaurants, and research and development.

Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;

WCE Response: No development is proposed with this application, but following annexation future development would provide pedestrian connectivity via sidewalks continuing down Poleline Avenue and Zorros Road. If annexation is denied then there would not be development of pedestrian facilities.

Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;

WCE Response: Not applicable, the project is south of Prairie Avenue.

> *Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;*

WCE Response: No development is proposed with this application, but future development would complete abutting public road frontage, including the nearest road fulfilling the intent of the "backage roads" system is Zorros Road, a future major collector.

> *Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*

WCE Response: No development is proposed with this application, but a future project would connect to Poleline Avenue, a minor arterial that accesses Highway 41, thereby focusing commercial use along a minor arterial.

The project meets the goals and policies of the Comprehensive Plan outlined below:

> *P.08 – Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*

WCE Response: The Poleline Property is an underutilized property surrounded on three sides by the City of Post Falls. Annexation of this property would allow for infill development between the existing Bluegrass Farms Apartments to the north and west and the Foxtail Addition subdivision to the east.

> *P.09 – Encourage annexation of County "islands" within the City, with priority given to areas: surrounded by incorporated areas; that have readily-available service infrastructure and capacity; that support increased development intensity near the urban core.*

WCE Response: The property is a county peninsula within the city, which has readily-available public infrastructure and capacity within Zorros Road to the east and Poleline Avenue to the south.

> *P.24 – Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of way for future corridors including utility facilities.*

WCE Response: A future project would provide improvements to Poleline Avenue and Zorros Road, protecting, preserving, and enhancing public rights-of-way for vehicular and non-motorized/pedestrian transportation.

P.33 – Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

WCE Response: Annexation of the Poleline Property would lead to ½ street improvements including pedestrian and drainage facilities to Poleline Avenue, a Minor Arterial and Zorros Road, a Future Major Collector.

If you have any questions or comments regarding this letter, please feel free to contact us at (509) 893-2617

Thank you,

Todd R. Whipple, P.E.
President, Whipple Consulting Engineers, Inc.
TRW/ajf

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Fiscal Year 2025 Budget Amendment #2

ITEM AND RECOMMENDED ACTION:
Staff requests City Council approval of the ordinance finalizing the second budget amendment of the adopted FY '25 budget.

DISCUSSION:
This ordinance finally approves the second amendment to the FY '25 budget as presented during a public hearing on December 17, 2024. This amendment adds $5,099,986 to the budget. $2,444,304 of budgeted but unspent funds from the General Fund will be reappropriated to fiscal year 2025. $1,900,000 will be spent for the Seltice street construction project, $365,244 is a parks project to replace the well at Q'emiln and the irrigation upgrade at Singing Hills. The remaining $179,063 will be for vehicle and equipment purchases that were made during the prior fiscal year but have not been received yet. Wastewater and Water reappropriations will be $565,390 and $2,090,292, respectively.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
Following the hearing on December 17th, 2024, the City Council approved the proposed budget amendment.

APPROVED OR DIRECTION GIVEN:
Approved as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$5,099,986 of fund carryover from fiscal year 2024 will be carried over to fiscal year 2025. The total budget for fiscal year 2025 will be $165,280,798.

BUDGET CODE:
Various

ATTACHMENTS:
1. FY 2025 Amendment Ordinance

CITY OF POST FALLS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1522 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That the sum of $5,099,986 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2024, thereby amending and superseding prior appropriations contained in Ordinance 1522 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING RESOURCES

GENERAL FUND:		
FUND BALANCE REBUDGETED	$	2,444,304
TOTAL GENERAL FUND RESOURCES		2,444,304
ENTERPRISE FUNDS:		
FUND EQUITY REBGTD/BOND		2,655,682
TOTAL ENTERPRISE FUND RESOURCES		2,655,682
TOTAL PROPOSED REVENUES……	**$**	**5,099,986**

ADDITIONAL EXPENDITURES AUTHORIZED

GENERAL FUND:		
PARKS	$	517,589
STREETS		1,900,000
URBAN FORESTRY		26,715
TOTAL GENERAL FUND		2,444,304
ENTERPRISE FUNDS:		
SEWER CONST - COLLECTORS		565,390

WATER (OPERATING)		1,000,156
WATER CONSTRUCTION		1,090,136
TOTAL CAPITAL PROJECTS FUND EXPEND		2,655,682
TOTAL PROPOSED EXPENDITURES……	**$**	**5,099,986**

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2024, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2024, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:	
ADMINISTRATION	
FINANCE	
CITY CLERK	
LEGAL SERVICES	
COMMUNITY DEVELOPMENT	
SAFETY	
PUBLIC WORKS	
PARKS & RECREATION	
CAPITAL IMPROVEMENTS/CONTRACTS	
PERSONNEL	
PERSONNEL POOL	
ANNEXATION FEE ACCOUNT	
TOTAL GENERAL FUND……..	52,341,915
SPECIAL REVENUE FUNDS:	
COMPREHENSIVE LIABILITY INSURANCE	
STREET LIGHTS	
911 SUPPORT	
DRUG SEIZURE	
SPECIAL EVENTS	
CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES…….	3,376,340
CAPITAL PROJECTS FUNDS:	
FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES……	22,255,000
DEBT SERVICE FUNDS:	
LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES…….	-
ENTERPRISE FUNDS:	
SEWER	
SANITATION	
WATER	

TOTAL ENTERPRISE FUND EXPENSES……	87,307,543
TOTAL ALL FUND EXPENDITURES/EXPENSES……	**165,280,798**

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of Post Falls, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 18th day of February, 2025.

RONALD G. JACOBSON, MAYOR

ATTEST:

SHANNON HOWARD, CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Police Chief

SUBJECT: Ordinance on Police Access in Exigent Circumstances

ITEM AND RECOMMENDED ACTION:
The City Council held a Public Hearing on February 4 and approved the ordinance as drafted.

The proposed ordinance requires property developers or owners to install keyless entry systems or similar alternatives in common areas of buildings, such as gated communities or secured apartment complexes. This change is intended to enhance public safety by enabling police officers to respond more quickly to emergencies where lives or property may be at risk.

The Planning and Zoning Commission previously reviewed the ordinance and held a public hearing, where it unanimously recommended approval. Based on this review and prior Council direction, staff recommends final adoption of the ordinance.

DISCUSSION:
In emergency situations, police response times can be delayed due to restricted access to gated communities or locked buildings. These delays can escalate emergencies or put lives and property at greater risk. This ordinance addresses that concern by requiring new developments to incorporate keyless entry systems or similar alternatives that allow first responders to enter common areas quickly when needed.

Ordinance Provisions:

- Property developers and owners of new buildings or major remodels (requiring a building permit) must install keyless entry systems or other approved access tools in common areas, such as building entrances and shared hallways.
- The ordinance applies only to new construction and major renovations, ensuring minimal disruption to existing properties.
- The Chief of Police is authorized to approve the types of keyless entry systems used, ensuring they meet operational and security needs

Review and Recommendation:

The Planning and Zoning Commission conducted a public hearing on November 12, 2024, to evaluate the ordinance. Following discussion on its implementation and impact, the Commission unanimously recommended approval to the City Council.

With prior Council consideration and public input completed, staff recommends final adoption of this ordinance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
The City Council held a Public Hearing on February 4, 2025.

APPROVED OR DIRECTION GIVEN:
The City Council approved the ordinance as drafted.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The ordinance requires no direct expenditure by the city. Compliance costs will be borne by property owners or developers.

BUDGET CODE:

ATTACHMENTS:
1. 2025.02.04 Police Access Exigency

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A NEW CODE SECTION 18.24.020.Q TITLED POLICE ACCESS EXIGENT CIRCUMSTANCES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that the development of properties in the City of Post Falls with restricted or limited access to common areas create problems for accessibility by police in exigent and/or emergency circumstances; and

WHEREAS, police are often called to respond to areas which are inaccessible by reason of restricted accesses either interior to structures or by locked common entry areas; and

WHEREAS, the fire code official may require access be provided to such restricted areas for life-saving or fire-fighting purposes; and

WHEREAS, police are sometimes the first responding party to emergency calls and have additional need for access in exigent circumstances as there is insufficient time to secure access directly from property owners.

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

SECTION 1. That a new Section 18.24.020.Q, entitled POLICE ACCESS EXIGENT CIRCUMSTANCES is added to the Post Falls Municipal Code as follows:

18.24.020. - General standards:

Q. Police Access Exigent Circumstances. Where access to or within a structure or an area is restricted because of secured openings or gated entries, or where immediate access is necessary for

life-saving or exigent circumstances, the chief of police is authorized to require the owner or developer to install and maintain a keyless entry system or suitable alternative, to provide police access to the common areas and corridors. The keyless entry system or alternative shall be subject to review and approval by the city. Exigent circumstances shall mean and include those situations where urgent and immediate action is necessary to prevent imminent harm to individuals, protect public safety, prevent the destruction of evidence, or stop a fleeing suspect.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on February ___ 2025.

APPROVED, ADOPTED, and SIGNED this day of February, 2025.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A NEW CODE SECTION 18.24.020.Q TITLED POLICE ACCESS EXIGENT CIRCUMSTANCES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which adds a new provision permitting police access to restricted areas in exigent circumstances; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of February, 2025.

_____/s/_____

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

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

Dated this ____ day of February, 2025.

_____

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Prohibiting Disruption or Obstruction of City Government Operations and Offices

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ITEM AND RECOMMENDED ACTION:
City Council is requested to adopt the ordinance amending Post Falls Municipal Code Section 9.08.020 and adding Section 9.08.025 to prohibit interference, harassment, and disruption of City government operations and offices. The Council previously considered and approved the ordinance and staff now recommends final adoption.

DISCUSSION:
City employees occasionally face interference, which hinders their ability to effectively serve the public. The ordinance reinforces protections contained in our current code by clarifying and expanding upon existing code language. Post Falls Municipal Code Section 9.08.020, titled "Resisting or Interfering with Officer Prohibited," states:

"It is unlawful for any person to interfere willfully with(sic), resist, delay, obstruct, molest or threaten to molest any officer of the municipality in the exercise of his official duties."

The amendment enhances the existing language, specifying prohibited behaviors, such as interference, harassment, and threats, that impact City employees and officials while they perform their official duties, and clarifying who is protected by the ordinance. The ordinance also adds a new Section 9.08.025 to address disruptions within City government offices and buildings.

With the Council's prior review and approval for final adoption, staff now presents the ordinance for formal enactment.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council previously reviewed this item on November 19, 2024, and February 4, 2025.

APPROVED OR DIRECTION GIVEN:
The City Council approved the ordinance for adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
No fiscal impact is anticipated. Enforcement will be conducted within the scope of existing resources.

BUDGET CODE:

ATTACHMENTS:
1. 2025.02.04 Ordinance Harassment Abuse City

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE SECTION 9.08.020 PROHIBITING DISRUPTION OF CITY GOVERNMENT OPERATIONS; PROVIDING FOR ADOPTION OF A NEW POST FALLS MUNICIPAL CODE SECTION 9.08.025 PROHIBITING DISRUPTION OF CITY GOVERNMENT OFFICES; PROVIDING FOR PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the City of Post Falls is committed to ensuring the safety, security, and well-being of its employees while they are engaged in the performance of their official duties; and

WHEREAS, city employees perform critical functions that are essential to the operation of city government and the provision of services to the public; and

WHEREAS, the City Council recognizes the importance of maintaining an environment where city employees can carry out their duties without fear of obstruction, interference, harassment, or threats of harm; and

WHEREAS, actions that obstruct or interfere with the performance of official city business undermine the city's ability to function effectively and provide essential services to its residents; and

WHEREAS, the City Council finds it necessary to adopt an ordinance to prohibit any obstruction of city business and to provide specific protections for city employees engaged in their official duties; and

WHEREAS, this ordinance is intended to enhance the enforcement of existing laws by clearly defining prohibited conduct and establishing penalties for violations to safeguard the effective operation of city government;

WHEREAS, this ordinance is to ensure the orderly operation of government functions while respecting and upholding the constitutional rights of individuals to engage in peaceful protest and lawful assembly;

WHEREAS, the City of Post Falls is authorized, pursuant to its police powers and applicable state laws, to enact ordinances that protect the public safety, health, and welfare of its employees and the community; and

WHEREAS, after the recommendation of the Post Falls Police Department and the Legal Services Department, the Mayor and City Council deem it to be in the best interests of the citizens of the City of Post Falls and that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Section 9.08.020 hereby repealed and a new Section 9.08.020 is adopted as follows:

9.08.020. - Obstruction of city government functions and personnel prohibited.

A person is guilty of obstructing city government operations if they intentionally and unlawfully resist, delay, obstruct, interrupt, prevent, or hinder the peaceful process or the performance of any governmental function or duty by any elected or appointed officer, employee, or agent of the City in any manner, including by harassment, abuse, or using or threatening to use violence, force or physical interference or obstacle. For purposes of this section, "unlawfully" does not include conduct protected under the First Amendment to the U.S. Constitution or Article I, Section 9 of the Idaho Constitution, such as peaceful protests or lawful public assembly. A violation of this section is a misdemeanor.

SECTION 2. That a new Section 9.08.025, is added to the Post Falls Municipal Code as follows:

9.08.025. - Disruption of government offices prohibited.

A person is guilty of disruption of government offices if they come into or remain in any government building, office, or public way adjacent thereto, without lawful reason, and intentionally causes substantial and unreasonable disruption of the activities or functioning of a government office. "Substantial and unreasonable disruption" means conduct that materially interferes with the ability of government officials or employees to perform their duties or prevents public access to government services, excluding activities protected under the First Amendment to the U.S. Constitution or Article I, Section 9 of the Idaho Constitution, such as peaceful protests or lawful public assembly. The term "government office" has its ordinary meaning, including city, county, state, or federal government offices. A violation of this section is a misdemeanor.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed before the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action previously taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The city clerk shall cause the Post Falls Municipal Code, to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 6. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

SECTION 7. The provisions of this ordinance are severable, and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 8. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on February ___ 2025.

APPROVED, ADOPTED, and SIGNED this day of February, 2025.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF POST FALLS MUNICIPAL CODE SECTION 9.08.020 PROHIBITING DISRUPTION OF CITY GOVERNMENT OPERATIONS; PROVIDING FOR ADOPTION OF A NEW POST FALLS MUNICIPAL CODE SECTION 9.08.025 PROHIBITING DISRUPTION OF CITY GOVERNMENT OFFICES; PROVIDING FOR PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which revises Section 9.08.020 to expand the prohibition against obstructing city government operations to include the interference, resistance, or delay of elected or appointed officers, employees, or agents of the city. The ordinance also adds a new Section 9.08.025, making it unlawful for any person to disrupt the activities or functioning of a government office by entering or remaining in any government building or adjacent public way without lawful reason and causing substantial and unreasonable disruption. Both violations are classified as misdemeanors. It provides for the repeal of conflicting ordinances, codification, correction of errors, and severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 N. Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of February, 2025.

_____/s/_____

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which revises Section 9.08.020 to expand the prohibition against obstructing city government operations to include the interference, resistance, or delay of elected or appointed officers, employees, or agents of the city. The ordinance also adds a new Section 9.08.025, making it unlawful for any person to disrupt the activities or functioning of a government office by entering or remaining in any government building or adjacent public way without lawful reason and causing substantial and unreasonable disruption. Both violations are classified as misdemeanors. I find it to be a true and complete summary of said ordinance and provides the public adequate notice of the contents.

Dated this ____ day of February, 2025.

_____

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Mongeau Meadows 2024 Annexation Ordinance

ITEM AND RECOMMENDED ACTION:
This item is the ordinance for the Mongeau Meadows 2024 Annexation (ANNX-24-3), 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 submitted ordinance. No presentation is planned on this item.

DISCUSSION:
On October 15, 2024, the city council held a public hearing to consider a request to annex approximately 5.8 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R-1) zoning. The entirety of the site is generally located midway between Idaho St. and Syringa St., south of E. 16th Ave. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which the reasoned decision was approved on December 17, 2024. Staff has prepared the attached annexation ordinance for the city council's review ad adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council heard the Mongeau Meadows 2024 Annexation request on October 15, 2024, and approved the reasoned decision on December 17, 2024.

APPROVED OR DIRECTION GIVEN:
As noted above, the city council approved the requested annexation and directed staff to prepare the attached ordinance.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
NA

BUDGET CODE:
NA

ATTACHMENTS:
1. Mongeau Meadows Annexation Ordinance

ORDINANCE NO.____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 5.8 ACRES LOCATED ON EAST 16TH AVENUE BETWEEN NORTH DAHO STREET AND NORTH SYRINGA STREET; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on August 13, 2024, and the City Council on October 15, 2024, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single Family Residential (R-1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

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

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Singe Family Residential (R-1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 5.8-acres and zoning the property Single Family Residential (R-1). The property is located on E. 16th Avenue between N. Idaho Street and N. Syringa Street, and is legally described as:

That portion of land located in the Southwest Quarter 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**.

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

_____
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT A

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;

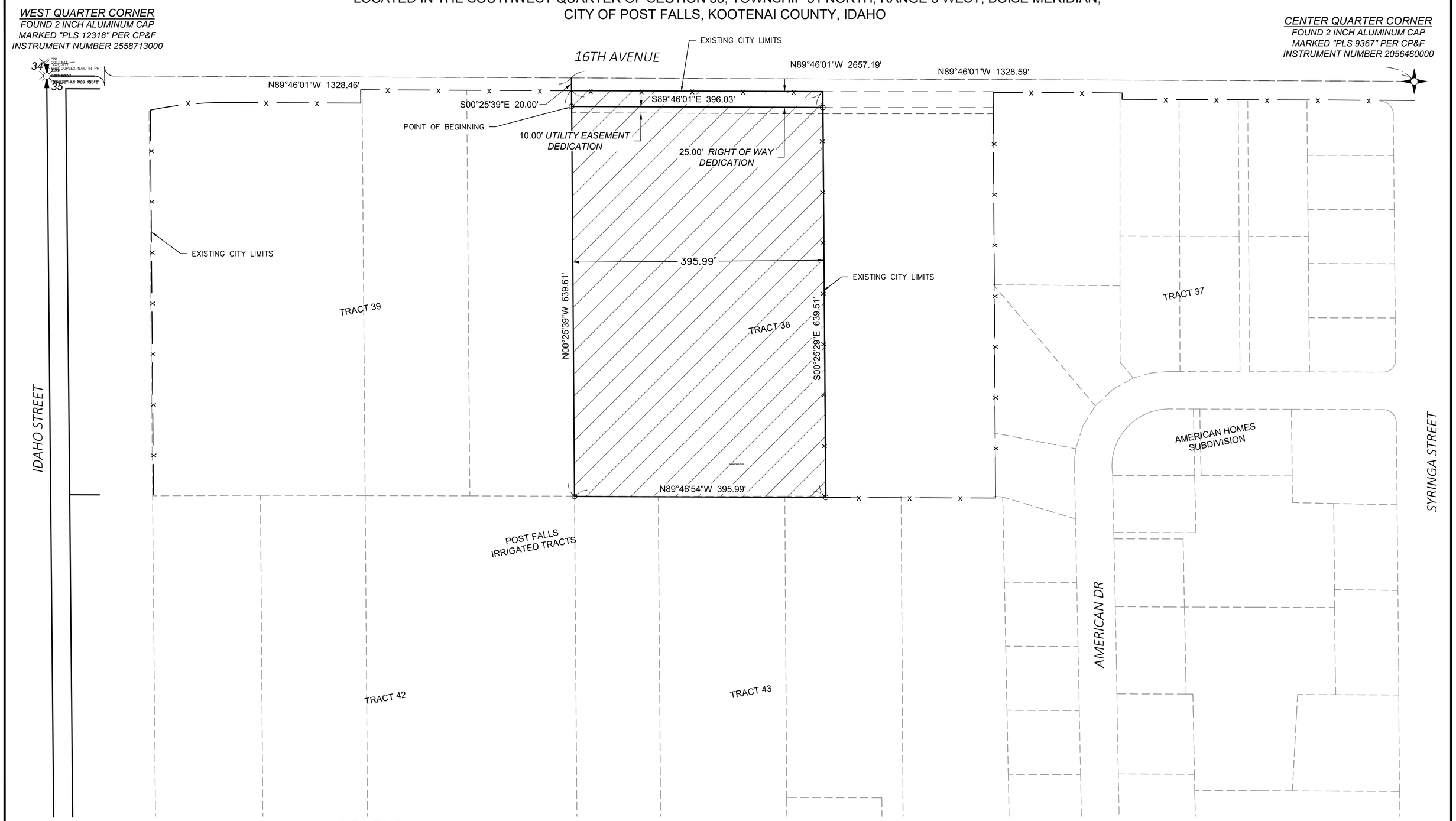
Thence leaving said South Right of Way line South 00°25'29" East a distance of 639.51 feet;

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



LEGEND

AREA TO BE ANNEXED
EXISTING CITY LIMITS
PROPERTY LINE
EASEMENT LINE
CENTERLINE

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

N
W E
S

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

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

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project, J-U-B Contract Amendment

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ITEM AND RECOMMENDED ACTION:
The item presented is an amendment to the professional services agreement with J-U-B Engineers. This amendment provides an increase to the Construction Management Services (CMS) task for construction oversight and support services of the Tertiary Treatment Project. Staff recommends City Council approval and for the Mayor to sign the amendment with J-U-B Engineers.

DISCUSSION:
The completion of the Tertiary Treatment Project is delayed. As a result of the delays, J-U-B's amendment will extend CMS support services to reflect the anticipated Substantial and Final completion dates for the project.

A few of the driving factors associated with the project delay include the global impacts to the supply chain and labor market. Additional challenges include discrepancies in the contractor (Sletten) and suppliers' workmanship which requires corrections to work and materials that have been installed. Observation and inspection provided by J-U-B, ensure the installation of the project's elements conform with the construction contract requirements and to ensure alignment with the project goals. Responsibility for recent delays is being addressed with the contractor separately, with consideration given to remedies contemplated in the contract between the city and Sletten Construction.

J-U-B's development of this amendment is based on the estimated amount of engineering support services for the contractor, Sletten Construction to reach substantial and final completion milestones, as defined in the contract. J-U-B provided services will be billed as outlined in the original Agreement between the city and J-U-B and the terms of this Amendment as a time and materials adjustment, not to exceed $351,100.

The city is managing several consultant Agreements for services related to construction of the WRF Tertiary project. Apart from the contract amendments with J-U-B and PAC (presented together), review of these Agreements and their billing projections appear to align with the work put into place to-date and the remaining start-up phase of the membrane filtration and Tertiary treatment system, currently in progress. Substantial Completion of the project is expected before spring of this year.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
This project has been in progress since 2018. Below are the most recent items:
Tertiary Project Update presented at City Council Workshop – 2/4/2025
Change Order with Sletten for Heat Trace Installation – 11/5/2024

Amendment to PAC Contract for Schedule Extension – 9/16/2024
Amendment to J-U-B Contract for Schedule Extension – 4/16/2024
Amendment to PAC Contract for Schedule Extension – 4/16/2024
Change Order with Sletten for Storage Costs and Schedule Adjustment – 4/2/2024
Amendment to PAC Contract for Schedule Extension – 12/19/2023
Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023
Amendment to Allwest Contract for Schedule Extension – 6/6/2023
Change Order with Sletten for CPI adjustment and Schedule Extension – 4/4/2023
Amendment to J-U-B Contract for Schedule Extension – 12/6/2022
Amendment to PAC Contract for Schedule Extension – 12/6/2022
Amendment to Allwest Contract for Schedule Extension – 9/6/2022
Change Order with Sletten for FRP Tank Costs – 8/9/2022
Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:
Council approved the agenda items listed above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
This amendment for additional services with J-U-B is in the amount of $351,100. Staff proposes transferring the remaining $53,335 in authorized Management Reserve, resulting in a total contract increase of $297,765. The revised Agreement total will become $10,310,072. In prior contract amendments, City Council authorized a contingency totaling $68,580 which has not been used. Staff propose reducing this contingency to $20,000 at this time. Additional services utilizing contingency funds will require written authorization from the Public Works Director or his designee. The increased costs for the project ($249,185 above prior projections, considering contingencies) will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:
651-463.3213.90015

ATTACHMENTS:
1. J-U-B Contract Amendment 12
2. PPT WRF Tertiary Treatment Improvements - Consultant Contract Amendments

February 5, 2025

Mr. John Beacham, Public Works Director
City of Post Falls
408 N Spokane St.
Post Falls, ID 83854

RE: WATER RECLAMATION FACILITY TERTIARY IMPROVEMENTS: ADDITIONAL SERVICES AMENDMENT 12 - CONSTRUCTION MANAGEMENT SUPPORT ENGINEERING SERVICES

Dear John:

Thank you for the City's consideration and coordination regarding the additional services proposal for Construction Management Engineering Support Services for the WRF Tertiary Treatment Improvements. We have included below a list of the major items impacting our overall project budget, with the primary impact being the Contractor's continued extension of the overall project schedule.

After receiving the Contractor's November 2024 schedule (which was submitted on December 2, 2024), we reassessed our projected budget through the Contractor's stated Substantial and Final completion dates of January 14, 2025 and February 13, 2025, respectively. As of today, the Contractor has not achieved Substantial Completion. The primary assumptions included in our budget assessment are as follows:

- Our prior budget Amendment No. 9 in April 2024 reflected a schedule extension proposed by the Contractor in February 2024 which had targeted Substantial Completion in late June 2024 with Final Completion in late July 2024. We amended our contract at that time to include approximately one month of budgetary float for start-up coordination items beyond the schedule projection from the Contractor, which would have taken us through late August. We are therefore approximately five months beyond what we had previously projected in Amendment No. 9 as of today. Additionally, the Contractor has not yet attained Substantial Completion as of the date of this letter.
- Our goal with this amendment is to fund our ongoing construction support tasks to a level sufficient to meet the expectations of the City for the construction Work yet to be performed.
- The Contractor's updated November 2024 schedule indicated an additional 207 days from the dates previously defined in CO-068, resulting in the following milestones.
    - Substantial Completion:
        - With CO-68: June 21, 2024
        - Contractor's Current Schedule: January 14, 2025
    - Final Completion:
        - With CO-068: July 21, 2024

    - Contractor's Current Schedule: February 13, 2025.
- Based on the Contractor's current progress relative to these milestones, we are estimating active startup support through at least February 19, 2025 with Final Completion punch-list activities extending to approximately March 19, 2025, both of which are beyond the Contractor's previously submitted schedule in November 2024.
- A summary of the tasks associated with the remaining work to be performed due to the Contractor's most recent schedule extension is ***attached*** and reflects J-U-B Engineers' staff as well as J-U-B's subconsultant budget modifications, as applicable.

Based on our projections, we are requesting that the following elements in our scope be amended to continue providing support for the project at the current level of service:

- Project Management and Controls Administration
- Construction Administration Support (including RFI's, Change Orders, Closeout Submittals)
- Project Coordination, Progress Meetings, and Punchlist Resolution Support
- Startup Support through Final Acceptance Testing of the Membrane Facility
- RPR / Site Construction Observation (at reduced levels) and Punchlist Resolution Support
- Related support from Subconsultants:
    - B2 Architecture
    - JTL Engineering (previously under AEI Engineering's subconsultant agreement)

Based on our discussions with you regarding supporting the project, we would like to reserve and replenish budget line items for the following Post-Construction tasks. As discussed previously, the budgets for these tasks were used to fund ongoing construction support leading up to and following the Completion dates established in CO-068.

- Revision to the O&M following start-up to reflect lessons learned and final programming.
- Record Drawing development
- Warranty period support
- Budgets for SPI and Esvelt Environmental Engineering for start-up and post-startup support of the filtration and UV systems.
- Note: We reviewed the remaining available budget for H2E Engineering (SCADA Programming). This subconsultant's budget is not projected to require an adjustment based on the updated schedule.

There is approximately $53,335 remaining in the original Management Reserve task (Task 400-002) that will be re-allocated to Construction Support Services (Task 250-002).

These proposed modifications to our current scope of work are included in the ***attached*** Additional Services Amendment No. 12 for your consideration and result in a total increase of $297,765.

We appreciate the teamwork and collaboration the City has taken in partnering with J-U-B during the course of this project. We look forward to supporting construction in the remaining months through project completion. Should you have any questions or comments during your review of these documents, please do not hesitate to contact me.
Sincerely,

J-U-B ENGINEERS, Inc.

R. Michael Conn

Ruel Michael Conn, P.E.
Project Manager

Cc: Andrew Arbini, Utilities Project Manager

Enclosures

- Additional Services Agreement Amendment 12
- Budget Projection Summary

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Additional Services

CLIENT: City of Post Falls

Project Name: WRF Tertiary Treatment Improvements Project

J-U-B Project Number: 20-18-024

1. *Additional Services.* The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 3/6/18. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

   Provide Engineering Services to provide continued CMS Support Services to support construction activities based on anticipated Contractor extended schedule and labor estimate for projection of Engineering support.
   Anticipated Contractor Substantial Completion date of February 19, 2025
   Anticipated Contractor Final Completion Date of March 19, 2025
   Warranty Period Support for 1-Year from Substantial Completion, per original Agreement.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

   N/A — *Name*
   N/A — *Date*

3. *Payment for Additional Services.* Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

   Other Basis for Payment:

   Reallocation of Management Reserve Task $53,335 to Construction Support Services.
   Budget Increase of $297,765.

4. *Schedule of Services.* Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

   Work to be completed as part of the Tertiary Treatments Improvements Project.

Dated this 5th day of February, 2025,

CLIENT	**J-U-B ENGINEERS, Inc.**
By:	By:
Project Representative or Authorized Signatory for CLIENT	Project Representative or Authorized Signatory for J-U-B
	A. Jay Hassell, PE, Area Manager
Print or Type Name and Title	Print or Type Name and Title

Project: City of Post Falls Tertiary Treatment Improvements							
Title: Budget Projections							
Date:	**February 2, 2025**						
Reference Row							
1	**Construction Management Support**						
2	Contract Amount (***Task 250***)	$ 6,480,226					
3	Job to Date Billings through date above.	$ 6,297,721					
4	Remaining Budget	$ 182,505					
5							
6	**Budget to be Reserved for subconsultants and remaining tasks**						
7	*Reserved for AEI/JTL (Record Drawings)*	$ 30,000	*current remaining budget in this task*				
8	*Reserved for B2*	$ 16,282	*current remaining budget in this task*				
9	*Reserved for H2E*	$ 157,116	*current remaining budget in this task*				
10	*Reserved for SPI*	$ 56,180	*current remaining budget in this task*				
11	*Reserved for EEE*	$ 85	*current remaining budget in this task*				
12	*Reserve for O&M Finalize during 1st year*	$ 1,956	*current remaining budget in this task*				
13	*Reserved for Record Dwgs*	$ 3,882	*current remaining budget in this task*				
14	*Reserved for 1 year warranty support*	$ 2,070	*current remaining budget in this task*				
15							
16	Budget Remaining/ (over) for JUB staff through Final Completion	$ (85,066)	*(row 4 less rows 7 through 14)*	JUB Staff portion of previous monthly billings			
17					December	November	October
18	Average JUB staff monthly billings (recent 2 months)	$ 87,938	<----------		$ 81,829	$ 88,971	$ 93,015
19	Budget Check Analysis Date (today)	2/2/2025					
20	Projected months remaining at current monthy billing rate	-0.97	(row16 divided by row 18)				
21	**Projected budget coverage through this date**	**1/3/2025**	(row 19 plus row 20)				
22							

Budget Notes 11-6-24

Temporary Transfer of $50k from O&M Document Task over to Construction Support Services	-50000
Temporary Transfer of $35 from Warranty Support Task over to Construction Support Services	-35000

Budget Notes 12-6-24

Temporary transfer of 20k from EEE to Construction Support Services	-20000
Temporary transfer of 20k from Record Dwgs to Construction Support Services	-30000
Temporary transfer of 30k from AEI Record Dwgs to Construction Support Services	-30000

Project: City of Post Falls Tertiary Treatment Improvements	
Title: Budget Projections	
Amendment No. 12 Allocations and Projections	
Post Construction Task Budgets (to be Replenished)	
$ 30,000	AEI and JTL Record Drawings
$ 5,000	B2 Architecture
$ -	
$ -	
$ 20,000	Esvelt Environmental (UV Support)
$ 50,000	Finalize and Amend O&M during 1st year of Operations
$ 25,000	Record Drawings (JUB)
$ 35,000	1-Year Warranty Period Support
$ 165,000	**SubTotal Post Construction Tasks**

Projections To Complete Construction On-site (*calculations*)	
1/3/2025	Date Start (from previous sheet)
2/19/2025	Substantial Comp Date
3/19/2025	Final Comp Date
74	days to final completion
$ 87,938	Recent 3-month average Monthly Invoicing
$ 77,938	Monthly budget projection, corrected for estimated reduction of onsite observation
$ 2,514	Daily burn rate projected through Final Completion
$ 186,100	**Subtotal Add'l CMS (Projected through Final Completion)**
$ 351,100	**TOTAL AMENDMENT NO. 12 (CMS and Post Construction Tasks)**

Water Reclamation Facility Consultants Contract Amendments

Andrew Arbini, Projects Division Manager
Public Works Department

City Council Meeting
February 18, 2025

CITY OF POST FALLS

Summary

- Recap of Tertiary Treatment Project
- Consultant contract amendments
  - J-U-B Engineers
  - Panhandle Area Council (PAC)
  - Financial Impact
- Next Steps
- Questions and Discussion

Recap of Tertiary Treatment Project

- Install Tertiary Treatment Technology
  - ✓Tertiary Clarification (Plate Settlers)
  - Membrane Filtration (in progress)
- ✓Replace UV Disinfection System
- ✓Expand existing plant capacity

Contractual Schedule Requirements

- Dates provided based on information as of February 7, 2025:
  - Contract Substantial Completion Date: 10/27/2024
  - Contract Final Completion Date: 11/26/2024

- Major project items to be completed:
  - Start-up of the Membrane Filtration System
  - Completion of punch list

Construction Management Contract
J-U-B Engineers

- J-U-B's Roles:
  - Construction observation
  - Determine compliance with specifications
  - Documents needed changes to original design
  - Document deficiencies and remedies
  - Initial dispute resolution

Construction Management
J-U-B Contract Financial Summary

	Total	Contingency
Amendment 12	$351,000	
Transfer from MGMT Reserve to Amendment 12 Tasks	$53,335	
Total Increase to Contract	$297,765	
Revised Contract Total	$10,296,737	$20,000*

*Replace $68,550 of contingency previously authorized

*Remaining balance funded through Water Reclamation Facility Capital Fund

Wage Compliance Contract
Panhandle Area Council

- PAC's Roles:
  - Document compliance with prevailing wage requirements
  - Necessary as prevailing wages required to use State Revolving Fund loan

Wage Compliance Services
Contract Financial Summary
PAC

	Total	Requested Contingency
Original Contract with Amendments 1 and 5	$113,457	
Amendment 6	$3,000	$1,500
Revised Contract Total	$116,457	

Financial
Overall Budget with Change Orders

Obligations	At Bid Award	February 2025	% Change
JUB Contract	$6,798,050	$10,296,737	51%
Allwest Contract	$150,000	$182,071	21%
PAC Contract	$58,000	$116,517	100%
Contractor (Sletten)	$36,595,000	$40,531,890	11%
Contingency	$2,180,052	$323,880	-85%
Total	**$45,781,102**	**$51,451,095**	12%

CITY OF POSTFALLS

Financial
Fund Summary

	At Bid Award	February 2025	Change
Dedicated R&R Fund (7.7%)	$3,542,998	$3,958,522	12%
Capital	$11,980,197	$13,661,314	14%
General Replacement	$6,247,907	$8,731,199	40%
Loan	$24,010,000*	$24,100,060	0%
ARPA		$1,000,000	
Sum	**$45,781,102**	**$51,451,095**	

Financial

- Funding sources remain aligned with the master plan financial strategy
- Significant impacts to other projects are not anticipated

Next Steps

- Complete start of Membrane Filtration system
- Complete Final Acceptance Testing of Tertiary Treatment System
- Compliance Schedule Discussion with IDEQ

Questions

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project, PAC Contract Amendment

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ITEM AND RECOMMENDED ACTION:
Staff requests City Council approval of the contract amendment to increase the contract value with Panhandle Area Council (PAC), authorization of the Mayor to sign the contract amendment and authorization of a contingency for the contract amendment.

DISCUSSION:
The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Treatment upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that require wage interviews and payroll tracking of the contractor's employees and subcontractors throughout the duration of the project. The City has hired PAC to provide these required services.

Completion of the Tertiary Treatment Improvements continues to experience delays. As PAC is the City's consultant for wage compliance services, staff is requesting a contract Amendment to extend these services through March 2025. This extension of PAC's services is a projection of the anticipated construction completion of the Tertiary Treatment improvements project.

The city is managing several consultant contracts for services related to construction of the WRF Tertiary Treatment Project. Apart from the contract amendments with J-U-B and PAC (presented together), review of these Agreements and their billing projections appear to align with the work put into place to-date and the remaining start-up phase of the membrane filtration and Tertiary treatment system, currently in progress. Substantial Completion of the project is expected before spring of this year.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
This project has been in progress since 2018. Below are the most recent items:
Tertiary Project Update presented at City Council Workshop – 2/4/2025
Change Order with Sletten for Heat Trace Installation – 11/5/2024
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Amendment to J-U-B Contract for Schedule Extension – 4/16/2024
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Amendment to PAC Contract for Schedule Extension – 12/6/2022

Amendment to Allwest Contract for Schedule Extension – 9/6/2022
Change Order with Sletten for FRP Tank Costs – 8/9/2022
Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:
Prior items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Council approval is requested in the amount of $3,000, billed as Time and Material, Not to Exceed. The adjusted contract value with PAC will be $116,457. Staff requests a contract contingency of $1,500. Therefore, the total request of this Amendment is $4,500. Additional Services utilizing contingency funds will require written authorization from the Public Works Director or his Designee. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:
651-463.3213.90015

ATTACHMENTS:
1. PAC Amendment 6

AGREEMENT between
CITY OF POST FALLS and PANHANDLE AREA COUNCIL
for WAGE COMPLIANCE SERVICES
regarding the
POST FALLS WRF TERTIARY TREATMENT IMPROVEMENTS PROJECT

AMENDMENT #6

The Agreement dated April 7, 2020; Amendment #1 dated November 1, 2022; Amendment #2 dated January 1, 2024; Amendment #3 dated May 1, 2024; Amendment #4 dated September 1, 2024; and Amendment #5 dated January 1, 2025, by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereafter called the "OWNER", and Panhandle Area Council, Inc. (PAC), 11100 N. Airport Drive, Hayden, Idaho, hereinafter called the "CONSULTANT", for labor monitoring services under the Post Falls WRF Tertiary Improvements Project, is hereby amended to change the *End Date* from February 28, 2025, to March 31, 2025. The project timeline extended beyond the control of both the OWNER and CONSULTANT; therefore, certified payrolls will continue to be submitted.

This amendment is effective March 1, 2025, and will conclude March 31, 2025.

The CONSULTANT will invoice the OWNER monthly for labor monitoring services at $90.00 per hour, with a total amount not to exceed (NTE) of $3,000.00 for services performed. Invoices will be processed within the first five (5) days of the month following completion of services, with payment due within 30 days (Net 30).

All other terms and conditions within the Articles and Attachment A of the April 7, 2020, Agreement between the OWNER and CONSULTANT will remain the same.

THE OWNER CITY OF POST FALLS	THE CONSULTANT PANHANDLE AREA COUNCIL, INC.
_____ Ronald G. Jacobson, Mayor	_____ Lloyd W. Jacobson, Executive Director
_____ Date	12/31/24 Date
_____ Attest	_____ Attest

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Consultant Pre-Selection 2025-2026

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council approves the recommended pre-qualification consultant list that runs through December 31, 2026.

DISCUSSION:
Pursuant to Idaho Code 67-2320, the City of Post Falls maintains a list of firms that are pre-qualified to provide professional services for the City. State Code authorizes the use of established pre-qualified lists for consultant services, as opposed to advertising and interviewing consultants for all projects.

In October of last year, the city twice advertised a request for consultants to submit their qualifications. Submittals were received from 40 firms and categorized into 12 principal disciplines of work and several disciples having up to 5 subcategories from various engineering and architectural firms. A review and selection committee consisting of members from Parks, Public Works, and Community Development reviewed and pre-qualified consultants within their appropriate areas of expertise. Each submittal was individually graded by members of the review committee with a score of 0-5 with an average weighted score of 3 or higher being considered qualified. Firms are ranked as either meeting the City's minimum qualifications for performing professional services (qualified or not qualified). There is no hierarchy within the recommended qualification list.

When developing a project, City staff may utilize a consultant from the established list that is most qualified for a particular project or interview several firms from the list and make a selection from the interview process. The establishment of the roster does not preclude the City from advertising a request for qualifications (RFQ) for a particular project or a particular set of skills that is not reflected in the pre-qualified list. If an RFQ is desired, there is the potential to have a broader group of consultants to choose from. However, a pre-qualified list can save time and expense by not going through a formal process for every project.

Upon approval of the committee's selection, each firm who submitted will be notified of the results by a formal letter. Qualification of a consultant does not guarantee that work will be commissioned.

***A list of all disciplines and subcategories with the recommended pre-qualified firms is attached.

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. Recommended Pre-Qualified Firm List

ARCHITECTURAL SERVICES - SMALL PROJECTS	
	ARCHITECTS WEST
	BERNARDO WILLS
	DESIGN WEST ARCHITECTS
	INTEGRUS ARCHITECTURE
ARCHITECTURAL SERVICES - MAJOR PROJECTS	
	ARCHITECTS WEST
	BERNARDO WILLS
	DESIGN WEST ARCHITECTS
	INTEGRUS ARCHITECTURE
CONSTRUCTION MANAGEMENT - PUBLIC WORKS	
	DAVID EVANS & ASSOCIATES
	GREAT WEST ENGINEERING
	HMH ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KLJ ENGINEERING
	MERRICK
	WELCH COMER
CONSTRUCTION MANAGEMENT - BUILDING & GROUNDS	
	MICHAEL TERRELL LAND. ARCH.
DEVELOPMENT REVIEW SERVICES - ENGINEERING	
	CENTURY WEST
	HMH ENGINEERING
	HORROCKS
	GREAT WEST ENGINEERING
	J-U-B ENGINEERS
	SCJ ALLIANCE
DOMESTIC WATER - TREATMENT, STORAGE & SUPPLY	
	ARDURRA
	COFFMAN ENGINEERS
	GEOSYNTEC
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
	WELCH COMER

DOMESTIC WATER - DISTRIBUTION	
	ARDURRA
	CENTURY WEST
	COFFMAN ENGINEERS
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HORROCKS
	HMH ENGINEERING
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
	OLSON ENGINEERING
	WELCH COMER
DOMESTIC WATER - MASTER PLANNING & MODELING	
	ARDURRA
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
	WELCH COMER
ENVIRONMENTAL SERVICES - SITE ANALYSIS	
	ARDURRA
	BUDINGER & ASSOCIATES
	GEOPROFESSIONAL INNOVATION
	GEOSYNTEC
	KLJ ENGINEERING
	MAUL FOSTER ALONGI
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	MERRICK
	WELCH COMER
GEOTECHNICAL ENG/MATERIAL TESTING - GEOTECHNICAL	
	ALLWEST
	BUDINGER & ASSOCIATES
	GEOPROFESSIONAL INNOVATION
	GRI
	HMH ENGINEERING
	LIBERTY GEOTECH
	STRATA

GEOTECHNICAL ENG/MATERIAL TESTING - CONSTRUCTION	
	ALLWEST
	BUDINGER & ASSOCIATES
	GEOPROFESSIONAL INNOVATION
	GRI
	STRATA
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	MERRICK
	WELCH COMER
LANDSCAPE ARCHITECTURE - DESIGN	
	ARDURRA
	ARCHITECTS WEST
	BERNARDO WILLS
	CIVITAS
	GROUND CUBED
	J-U-B ENGINEERS
	LAND EXPRESSIONS
	MICHAEL TERRELL LAND. ARCH.
	PLACE LANDSCAPE ARCHITECTURE
LANDSCAPE ARCHITECTURE - PARK MASTER	
	ARCHITECTS WEST
	BERNARDO WILLS
	CIVITAS
	GROUND CUBED
	LAND EXPRESSIONS
	MICHAEL TERRELL LAND. ARCH.
	PLACE LANDSCAPE ARCHITECTURE
OTHER DESIGN SERVICES - STRUCTURAL	
	DCI ENGINEERS
	HMH ENGINEERING
	KELLER & ASSOCIATES
	KIMLEY-HORN
	KPFF CONSULTING ENGINEERS
OTHER DESIGN SERVICES - PLUMBING	
	KELLER & ASSOCIATES
	KIMLEY-HORN
	TJK CONSULTING ENGINEERS
	VBFA
OTHER DESIGN SERVICES - ELECTRICAL	
	CENTURY WEST
	J-U-B ENGINEERS
	TJK CONSULTING ENGINEERS
	VBFA

STORM DRAINAGE/FLOOD CONTROL - SITE DESIGN/ONSITE TREATMENT	
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	GEOSYNTEC
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HMH ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KPFF CONSULTING ENGINEERS
	MERRICK
	OLSON ENGINEERING
	OSBORN CONSULTING
	WELCH COMER
STORM DRAINAGE/FLOOD CONTROL - SYSTEM COLLECTION	
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	GEOSYNTEC
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HMH ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KPFF CONSULTING ENGINEERS
	MERRICK
	OSBORN CONSULTING
	WELCH COMER

STORM DRAINAGE/FLOOD CONTROL - SYSTEM TREATMENT	
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	GEOSYNTEC
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KPFF CONSULTING ENGINEERS
	MERRICK
	OSBORN CONSULTING
	WELCH COMER
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	KPFF CONSULTING ENGINEERS
	OLSON ENGINEERING
	WELCH COMER
STREETS/TRANSPORTATION - TRAFFIC	
	ARDURRA
	DAVID EVANS & ASSOCIATES
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	WELCH COMER
STREETS/TRANSPORTATION - TRAFFIC IMPACT	
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	WELCH COMER
STREETS/TRANSPORTATION - PLANNING/TRAFFIC	
	BURGESS & NIPLE
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	WELCH COMER

STREETS/TRANSPORTATION - MULTI-MODAL	
	ARDURRA
	BURGESS & NIPLE
	CENTURY WEST
	DAVID EVANS & ASSOCIATES
	GROUND CUBED
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	WELCH COMER
WASTEWATER - COLLECTION	
	ARDURRA
	CENTURY WEST
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HMH ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	MERRICK
	WELCH COMER
WASTEWATER - TREATMENT	
	ARDURRA
	CENTURY WEST
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
	WELCH COMER
WASTEWATER - COLLECTION SYSTEM MODELING	
	ARDURRA
	CENTURY WEST
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	HORROCKS
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	KIMLEY-HORN
	MERRICK
	WELCH COMER

WASTEWATER - PERMIT COMPLIANCE	
	ARDURRA
	GEOSYNTEC
	GREAT WEST ENGINEERING
	HDR ENGINEERING
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
WASTEWATER - WASTEWATER REUSE	
	ARDURRA
	HDR ENGINEERING
	J-U-B ENGINEERS
	KELLER & ASSOCIATES
	MERRICK
	WELCH COMER

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Bid Award & Approval to Purchase (2) Replacement Dump Trucks

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ITEM AND RECOMMENDED ACTION:
Staff requests approval from City Council to award the bid of PF-2004-2 for (2) new dump trucks equipped with plow packages from Freightliner NW in the amount of $552,632.00. Staff also requests that Council approve $17,600.00 for the purchase and installation of a wing plow for one of these dump trucks by Freightliner NW.
The total request for Council approval is $570,232.00

DISCUSSION:
The FY25 approved budget includes replacement funds for (2) Street department dump trucks equipped with plow packages. In December of 2024 the City advertised for bids of two dump trucks with plows. We received one bid from Freightliner Northwest in the amount of $552,632.00 ($276,316 per truck). Staff recommends Council approve this bid as well as authorize staff to spend an additional $17,600 (replacement funds) to have Freightliner NW install a wing plow to one of these dump trucks. One of our dump trucks (S210) being replaced currently has a wing plow and staff recommends that we replace this truck in kind.

If ordered now, these trucks are expected to be delivered during either FY25 or FY26 (we do not know a delivery schedule yet). We recommend ordering these trucks now so that we can put them into service as soon as possible. The dump trucks scheduled for this replacement are S210: 2004 Freightliner single-axle dump truck and S211: 2004 Freightliner single axle truck.

Staff has also verified with our Finance Department that replacement funds are available for purchase of these two trucks.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$ 570,232.00

BUDGET CODE:
001-434.0000.90010

ATTACHMENTS:
1. Bid - Freightliner NW

2. Legal Review - 2025 Dump Truck Bid
3. Power Point - 2025 Dump Truck replacements

CITY OF POST FALLS

REQUEST FOR QUOTE

City Vehicles

PF-2004-2

Two (2) New 2025 Cab and Chassis with Dump Bed (6-Wheel) and Snow Plow

DUE DATE AND TIME:
January 6, 2025, by 10:00 a.m. PDT

REQUEST FOR QUOTES

CITY VEHICLES

The City of Post Falls, Idaho, is requesting Quotes for the purchase of Two (2) New 2025 Cab and Chassis with Dump Bed (6-Wheel) and Snow Plow. The Request for Quote (RFQ) packet may be obtained on the City's website at www.postfalls.gov.

All questions relating to this RFQ must be emailed to vhowell@postfalls.gov. The Purchasing Division must receive all questions no later than December 30, 2024, by 12:00 Noon PDT. Written responses to questions shall be provided through an addendum which will be posted on the City's website. Proposers may not contact other City of Post Falls officials or employees regarding this RFQ.

Quotes must be delivered or mailed in a sealed envelope to the City of Post Falls 408 N Spokane St Post Falls, ID 83854. Quotes must be received by the Purchasing Division no later than **10:00 a.m., PDT, January 6, 2025.** The outside of the sealed delivery envelope must be clearly marked **" CITY VEHICLES PF-2004-2."** All Quotes will be date and time stamped as they arrive in the Purchasing Division. The Purchasing Division will publicly open the sealed Quotes on **January 7, 2025,** at City Hall, 408 N Spokane St. Post Falls, Idaho. The name of each proposer will be read into the public record. The Post Falls City Council reserves the right to accept or reject any or all Quotes, to waive any irregularities in the Quotes received, and to accept the Quotes that are in the best interest of the City.

The City of Post Falls is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at the proposal opening, please contact vhowell@postfalls.gov, at least forty-eight (48) hours in advance of the event.

Table of Contents

	Topic	Page
1	Purpose and Background	1
2	Instructions to Proposer	1
3	Vendor Qualifications and Requirements	7
4	Scope of Work	7
5	Proposal Content	9
6	Selection Process and Evaluation Criteria	10
7	Appendices	11
	APPENDIX A (Trade-in Vehicles)	12
	APPENDIX B (Proposal Form)	13
	APPENDIX C (Descriptive Specifications per vehicle type)	16

SECTION I

Purpose and Background

1.1 Purpose

The purpose of this RFQ is to procure two (2) 2025 Cab and Chassis with Dump Bed (6-wheel) and snow plow for use by various departments within the City of Post Falls:

1.2 Background

The City of Post Falls is looking for a vendor, or vendors, able to suggest and provide vehicles that will best fit the City's needs based on the intended use and users of the vehicles.

The City fleet maintenance shop will provide routine maintenance and most repairs on all vehicles. Vendors are expected to provide warranty repairs, or to coordinate and cover expenses for such repairs, and to assist the maintenance shop with troubleshooting and/or repairing other issues that may arise.

SECTION II

Instructions to Proposer

2.1 General

1. The Proposer shall define the capability of his organization to supply the services requested. The response must be specific and complete in every detail, prepared in a simple and straightforward manner.

2. The Proposer is advised to read this RFQ in its entirety. Failure to read and/or understand any portion of the RFQ shall not be cause for waiver of any portion of this RFQ.

3. Attendance at the Pre-Proposal Conference is optional but recommended.

4. Any variation or deviation from the specifications must be clearly stated in writing and submitted as part of the RFQ.

5. The City of Post Falls may request the Proposer to whom it intends to award the Contract to submit information necessary to satisfy the City that the proposer is adequately prepared to fulfill the contract.

6. The City of Post Falls may award a contract, based on Quotes received, without further discussion of such Quotes. Accordingly, each proposal should state the most favorable terms that a Proposer can submit.

7. The City of Post Falls reserves the right to accept or reject any or all Quotes or portions thereof received as a result of this RFQ.

8. The City of Post Falls reserves the right to delete any portion of any response to this RFQ.

9. The City of Post Falls reserves the right to waive informalities and minor irregularities in Quotes received as a result of this RFQ.

10. Whenever in this RFQ any particular materials, process, and/or equipment is indicated or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and shall be deemed to be followed by the words "or equal." Proof satisfactory to the City must be provided by proposer to show that the alternative product is, in fact, equal to the product required in the specification. Prior approval is recommended.

11. By submitting this proposal, the proposer agrees that this proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation submitting a proposal for the same purpose and that its proposal is in all respects fair and without collusion or fraud. The proposer also agrees that this proposal is made without any intentionally fraudulent acts committed in an effort to be the successful proposer.

12. The City of Post Falls, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined at 49 CFR Part 23, will be afforded full opportunity to submit Quotes in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. In addition, the City of Post Falls prohibits discrimination based on ancestry, religion, creed, age, marital or familial status, physical or mental disability, sexual orientation, and gender identity/expression.

13. The City may conduct reference investigations as is necessary to evaluate and determine the performance record and ability of the Proposer to perform the size and type of work to be contracted and to determine the quality of the products and services being offered. By submitting a proposal, you authorize the City to conduct reference investigations as needed and to verify information provided in the proposal.

14. No advanced payments will be made. Payment will be made within thirty (30) days of written acceptance of the vehicles, or net 30 from invoice, whichever is later. Delivery is not acceptance. Acceptance will only occur after full inspection of the vehicle and correction of any deficiencies.

2.2 Preparations and Format of Proposal

1. Quotes must be enclosed in a sealed, opaque envelope and must be clearly marked on the outside packaging with the name and address of the Proposer and the words **"City Vehicles PF-2004-2"**

2. The Proposal must be submitted in writing; no oral, telephone, or facsimile Quotes will be considered. Do not rely upon the U.S. Postal Service or express mail carriers to deliver mail promptly. The City of Post Falls is not always an overnight delivery destination, even though the carrier may promise overnight delivery. It is the sole responsibility of the proposer to submit a Proposal to the correct destination prior to the date specified. Late Quotes will not be accepted.

3. Quotes are required to be typewritten or clearly handwritten in ink.

4. The Proposer should use a simple format: standard letter-sized paper (8 ½" x 11") that contains all necessary information for the Proposal, stapled in the upper left corner.

5. The City of Post Falls is exempt from state sales tax and federal excise tax. Therefore, these taxes are not to be included in the proposed pricing. The City of Post Falls will provide the successful proposer with applicable Tax Exemption Certificates upon request.

6. Idaho has adopted a preference for Idaho domiciled suppliers when they are competing with out-of-state suppliers that receive a preference in their state of domicile (Idaho Code § 67-2349). If an out-of-state proposer receives a preference in its home state, the proposer's cost will be increased by that percentage for evaluation purposes.

7. RFQ forms must be fully filled out. A Proposal will be deemed non-responsive if it is incomplete, unsigned, or contains omissions, erasures or alterations not initialed.

2.3 Objections to Specifications or Proposal Procedures

Objections to specifications or proposal procedures must be received by the City Clerk no later than three (3) days prior to proposal due date. Objections to specifications or procedures for which a proposer did not first ask for clarification and/or changes during the clarification/question period will be without merit and will be denied.

Envelopes containing objections shall be marked and mailed as follows:

Specification/Procedure Objection
City of Post Falls
Attn: City Clerk
408 N Spokane St
Post Falls, ID 83854

2.4 Pre-Proposal Conference

Not applicable

2.5 Inquiries, Clarifications, and Requests for Approved Equals

Any questions regarding this RFQ must be submitted in writing to the City Clerk and be **received no later than 12:00 noon, PDT, on December 30, 2024**. Questions submitted prior to the pre-proposal conference will be answered during the conference. Questions may also be asked during the conference. It is the responsibility of the proposers to notify the City of any conflicts or ambiguities found in these specifications. Changes, if any, will be sent out in writing to all potential proposers of record and posted on the City's website. It is the proposer's responsibility to check the website for addenda and updates. Only written responses issued in addenda shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding. Vendors are not to contact any other city official or employee in reference to this RFQ opportunity.

Whenever in this request for Quotes, any particular materials, process and/or equipment is indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and shall be deemed to be followed by the words, "or approved alternate". Proposers are advised to ASK FIRST for changes to the specifications since exceptions and alternate items might not be acceptable to the City and may result in an unacceptable proposal. Illustrated literature, brochures, specifications and/or any other proof satisfactory to the City must be provided by proposer to show that the alternative product meets or exceeds the quality of the product required in the specifications.

Addenda will be issued, as necessary, and will be posted on the City's website. It is the proposer's responsibility to check the website addenda. All addenda issued to Proposers prior to date of RFQ opening shall be considered part of the documents for this RFQ as though they had been issued at the same time and shall be incorporated herewith. Proposers are to acknowledge issued addenda on the Proposal Form (Appendix B), addendum, as notice to the City of Post Falls of receipt thereof.

2.6 Signing Requirements for Submitted Quotes

Quotes that are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the RFQ in the name of the person for whom it is signed.

Quotes that are signed for a Partnership shall be signed by all of the Partners or by an attorney- in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the Proposal executed by the Partners.

Quotes that are signed for a Corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation. If such a Proposal is manually signed by an official other than the President of the Corporation, a document evidencing the authority of such official to sign the Proposal shall be attached to it.

Quotes that are signed for a Limited Liability Company shall have the correct company name thereof and the signature of the authorized Manager or Member and be accompanied by a document evidencing the authority of such person to sign.

2.7 Submittal Date of Response

Submit documents electronically to Attn: City of Post Falls no later than **10:00 a.m. PDT on January 6, 2025**. Quotes shall be submitted to the City Clerk: showard@postfalls.gov

Quotes are to be sealed and addressed to "City of Post Falls ," and the envelope shall be clearly marked "**CITY VEHICLES PF-2004-2**," along with the Proposer's name and address.

2.8 Withdrawal of Proposal

Quotes may be withdrawn, altered, and/or resubmitted at any time prior to the submittal date. After the submittal date, a proposal may not be withdrawn unless award is delayed for a period exceeding forty-five (45) calendar days.

2.9 Alternate Quotes

Alternate Quotes will be accepted, and are encouraged, but only one alternative proposal per vehicle type. Proposers may submit Quotes on one, all, or any combination of vehicle types.

2.10 Awarding

Vehicle(s) will be awarded to the proposer with the lowest bidder for each vehicle type or per vehicle, depending on quantity and availability of alternate vehicles. Award by the Post Falls City Council is anticipated at the **January 7, 2025**, council meeting.

2.11 Protest of Award

Any proposer who is adversely affected or aggrieved by the award of the contract to another proposer shall have seven (7) calendar days after the award to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based and the express reason or reasons that the award decision is in error. The City shall not entertain a protest submitted after the time period established herein. Thereafter, staying performance of any procurement until after addressing the contentions raised by the objecting proposer, the City Council shall review its decision and determine whether to affirm its prior award, modify the award, choose to issue a new Request for Quotes, or purchase from another contract held by another public agency within the State of Idaho, setting forth its reason or reasons, therefore. After completion of the review process, the City may proceed as it deems to be in the public interest.

Proposers must submit written protests of the award to:

City of Post Falls
Attn: City Clerk
408 N Spokane St
Post Falls, ID 83854

2.12 Protests in General

Unless otherwise required by federal rules or regulations or Idaho statutes, the City shall not be obligated to postpone proposal opening or award of a Contract pending resolution of a protest where the City determines that proceeding with the selection process or award is in the best

interest of the City. The City shall document the basis and include it in the procurement file.

All administrative remedies must be exhausted before progressing to the judicial system. Judicial review of the City's decision relating to a solicitation or contract award protest shall be in accordance with Idaho statute.

2.13 Terms and Conditions of Award

The terms and conditions for contract award imposed herein shall govern in all cases, and conflicting terms and conditions submitted by proposer may constitute sufficient grounds for rejection of the Proposal.

2.14 Contractual Obligation

The contents of the response of the successful proposer shall be considered contractual obligations. Failure to meet those obligations may result in voidance of the contract.

2.15 Disputes

In case of any doubt or differences of opinions as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the City of Post Falls shall be final and binding upon all parties.

2.16 Proposer Incurred Costs

The proposer will be responsible for all costs incurred in preparing or responding to this RFQ. The proposer agrees to bear all risks of loss, injury, or destruction of goods ordered as a result of eventual contract that occur prior to acceptance by the City of Post Falls, and such loss, injury, or destruction shall not release the proposer from any obligation hereunder.

2.17 Ownership of Quotes

All materials and documents submitted in response to this RFQ become the property of the City of Post Falls and will not be returned.

2.18 Idaho Public Records Act

The Idaho Public Records Act, Idaho Code Title 74, Chapter 1, allows the open inspection and copying of public records. Your submittal will be a public record subject to disclosure under the Public Records Act. If you believe parts of your proposal are protected from disclosure, you must identify the protected information on each page and include the specific Idaho statutory basis for which you believe it is exempt from disclosure. Marking the entire RFQ or any one or more of the major sections as confidential is not acceptable. Prices submitted as part of your proposal are not a trade secret.

Questions regarding the Public Records Act should be addressed with Proposer's legal counsel prior to submitting a proposal. The Proposer should be aware that the City is required by law to make certain records available for public inspection with certain exceptions. The Proposer, by submission of materials marked exempt from disclosure, acknowledges and agrees that the City will have no obligation or liability to the Proposer in the event that the City must disclose these materials, as determined by the City Attorney's Office.

2.19 Exceptions to Specifications

Variances or exception to these specifications MUST be specifically noted and explained in full detail on the proposal summary sheet or attached to the proposal submitted: Otherwise, it will be considered that items and services offered are in strict compliance with these specifications and the successful proposer will be held responsible for delivering items and services meeting these

specifications. Any proposal taking exception to these minimum specifications which does not include supporting explanation, and justification shall not be considered. Exceptions will be analyzed and considered by the City as to the degree of impact on the intended use of the vehicle and cost. Quotes which completely meet these minimum specifications shall be given preference over any proposal that qualify any item less than these minimum standards. Determinations regarding acceptability of exceptions are at the sole discretion of the City. Therefore, it is best to ASK FIRST (see page 1, Inquiries, Clarifications, and Requests for Approved Equals).

SECTION III

Vendor Qualifications and Requirements

3.1 Vendor Qualifications

1. Vendor, prior to award, shall be licensed to do business in the State of Idaho (registered with the Idaho Secretary of State)

2. Vendor must possess a valid Idaho New Vehicle Dealer's License (Idaho Code 49-1601).

3. Vendor must be an authorized dealer of the vehicle(s) proposed.

4. Vendor must have a full-service shop authorized by the manufacturer to provide warranty repairs and other repairs of the proposed vehicles or must have arrangements with another full-service shop authorized by the manufacturer to provide warranty repairs and other repairs.

3.2 Vendor Requirements

1. Vendor, if awarded, must have or obtain a current City of Post Falls business license.

2. Vendor must have and maintain, at a minimum, general commercial liability, auto, garage keepers, and Idaho workers compensation insurance coverages. Vendor will be required to provide evidence of active coverages prior to issuance of a purchase order.

3. Vendor shall supply the awarded vehicles and shall keep the City informed of any delays.

4. Vendor will provide warranty repairs or coordinate such repairs between the City and the dealer-authorized service provider, including covering any transportation or labor costs for such repairs when applicable.

SECTION IV

Scope of Work

4.1 Vehicles

Provide vehicles specified in Appendix C, delivered FOB to Fleet Maintenance Services at 800 N Public Works Way, Post Falls, ID.

4.2 Alternate Quotes

Alternate Quotes are allowed and encouraged (one per vehicle type). We are open to alternatives to meet the needs of the City, such as prior year models and off-the-lot vehicles that can be delivered relatively soon, hybrids, etc. Vehicles must be new and unused and still carry full manufacturer warranty.

4.3 Delivery

1. Delivery date is an evaluation factor. The City prefers that all vehicles be delivered on or before September 15, 2025, so there is time to inspect, correct deficiencies, and complete paperwork prior to the City's fiscal year end on September 30. If a proposer is able to provide a vehicle sooner, state when. If a proposer cannot deliver the vehicle by September 15, 2025, state when. NOTE: Stating a timeframe that includes "after supplied by manufacturer or factory" is not a valid response.

2. Be realistic on your dates. Only provide an earlier date if you really can supply the vehicle earlier—or a later date if you cannot deliver by September 30, 2025. You will be evaluated based on the timeframe you indicate and held to it. Failure to meet the promised date may be considered a breach of contract and the order cancelled. Performance in this area will be used in evaluations on future purchases.

4.4 Warranty Start Date

Warranty will begin no sooner than following delivery of the vehicle to 800 N Public Works Way, Post Falls, ID.

4.5 Trade-in Vehicles

1. Trade-in amount(s) to be deducted from proposal price(s) at the option of the City of Post Falls. Units are still in service and regularly maintained and the city will guarantee them to be in the condition seen when inspected less normal wear and tear. **Since the trade-in vehicles are still in regular use to provide city services, they may not be picked up by vendor(s) until after the corresponding new vehicle has been successfully placed into service.**

2. Trade-in vehicles are listed in Appendix A.

4.6 Warranty Repairs

1. All warranty repairs will be completed without cost to the City. **The selected Vendor will be the point of contact for all warranty work and will be responsible for 100% of parts, labor, travel and transportation for repairs specifically covered by written warranty and any extended warranty required to meet the specifications.** The City Equipment Services Manager will notify the Vendor during normal working hours of necessary repairs covered by warranty. At such time a warranty repair is reported, the Equipment Services Manager and the Vendor will determine whether the repair will be made by one of the following methods:

   - In Vendor's Service Shop: The Vendor will repair the unit at the Vendor's designated service shop. Transport to and from a service shop designated by the Vendor will be at the expense of the Vendor if the shop is more than 20 miles from Post Falls.

- By Vendor's Field Service Mechanic: The Vendor's field service mechanic will repair the unit on-site or at a location mutually agreed upon by the City Equipment Services Manager and the Vendor. All repairs are done at no cost to the City. The Vendor's field mechanic shall comply with City safety regulations and general legal relations and responsibility conditions when working on City property, including having workers compensation coverage that is valid in Idaho. The Vendor's field mechanic shall notify the City Equipment Services Manager prior to any work performed on City property.
- In City's Service Shop: Upon request of the Vendor, repairs may be made by City service personnel. City service shop repairs will only be made permitted the City shop workloads, at the time of request, enable such repairs. The City Equipment Services Manager will determine, at the time of request, if City service shop repairs are a viable option. The Vendor will supply all necessary repair parts at no cost to the City. The Vendor will reimburse the City the cost of City labor and parts to repair the unit.
- Any other method mutually agreed upon between the City Equipment Services Manager and the Vendor that results in no cost to the City.

2. In the rare event a minor warranty repair is immediately necessary for safe operation of the vehicle, the City will perform minor warranty repairs prior to Vendor notification. The Vendor shall reimburse the City for the cost of such repairs.

3. City repairs authorized by the Vendor and any immediately necessary warranty repairs performed by the City shall be Vendor-certified as equal to repairs made by the Vendor. All parts removed by the City for replacement will be made available to the Vendor at the Vendor's timely request and with no cost to the City.

SECTION V

Proposal Content

5.1 General

Quotes must be organized as outlined below. Quotes not organized as outlined below, not containing the information specified, or not containing sufficient detail will receive a lower rating when evaluated. Quotes must include the following, at a minimum:

1. **Proposal Form—Appendix B, including pricing pages.** Completed in full and signed by a representative authorized to bind the company. Include proof of authority to sign on behalf of the company. Do not leave blanks (fill in with "No Bid," "Included," "No charge," or whatever is appropriate). If submitting an alternate vehicle proposal, complete a second set of pricing pages and put a "Y" on the first question and, for vehicle types where multiple vehicles are needed, be sure to indicate how many of the alternate vehicles are available for purchase. Failure to sign your proposal will result in the proposal being rejected.

2. **Specification Checklists**. Complete and submit the appropriate checklist for **each** vehicle proposed. If the checklist is being submitted for an alternate vehicle, write "Alternate" or "2nd Proposal" at the top to distinguish it from the first proposal.

3. **Warranty information.** Include warranty information for each vehicle proposed and any additional equipment warranties, if applicable.

4. **Explanation of any exceptions.** Be sure to include an explanation for anything in the warranty documents that conflicts with the specifications and how **the proposer** will remedy the conflict, particularly that **the proposer** will cover any transportation/travel costs—for taking vehicle to shop or bringing mechanic to vehicle—for warranty repairs that cannot be performed at a shop within 20 miles of Post Falls

5. **Descriptive Literature**. Recommended but not required unless requesting an approved alternate.

SECTION VI

Selection Process and Evaluation Criteria

6.1 Selection Process

1. The Selection Committee will review all Quotes. The review process may involve personal interviews with a representative of the Proposer and/or a site visit to inspect the proposed model or one similar to get a better idea of suitability. From that review process, the Selection Committee will rank the Quotes in an order representing the Committee's evaluation of the Proposer's ability to provide the vehicles and services required by the City of Post Falls, using the established Evaluation Criteria listed below in Section 6.1.

2. It is anticipated that the Post Falls City Council will award the contract on December 17, 2024, and issue Purchase Orders within ten (10) days, pending outcome of the award notification period.

APPENDICES

APPENDIX A

NONE

APPENDIX B

City of Post Falls

PROPOSAL FORM
CITY VEHICLES

Having read the specifications and noted and described any exceptions, the proposer hereby proposes to manufacture and/or furnish to the City of Post Falls, subject to acceptance of this proposal, the vehicle(s) as per the attached specifications. Prices are F.O.B. 408 N Spokane St, Post Falls, Idaho and without taxes.

Acknowledgement of Receipt of_____Addenda
(total # of addenda issued)

NAME OF BUSINESS (as registered with the Idaho Secretary of State):

Freightliner Northwest

IDAHO DEALER'S LICENSE # 0055

DEALER'S ADDRESS 1214 N Franklin BLVD Nampa, ID 83687

WARRANTY WORK —Name and Address of Shop: Freightliner Northwest 10310 Wesbow Blvd Spokane WA

Does any feature on a proposed vehicle require WARRANTY WORK to be done elsewhere? (Y/N) N

If Yes, indicate what feature and the name and address of the shop_____

NAME OF CONTACT PERSON for questions related to this RFQ: Jim Banner

CONTACT PERSON'S PHONE NUMBER 509-991-4374

CONTACT PERSON'S EMAIL jim.banner@freightlinernw.com

AUTHORIZED SIGNATURE FOR PROPOSER Jim Banner

PRINTED NAME Jim Banner

TITLE Fleet and Municipality Truck Sales

TELEPHONE 509-991-4374

EMAIL jim.banner@freightlinernw.com

PRICES FOR

Is this for alternate vehicle Quotes? (Y/N) N

Prices are F.O.B. 408 N Spokane St Post Falls, Idaho and without taxes.

Quotes WILL BE ACCEPTED FOR ANY OR ALL VEHICLES. For options, indicate price difference, if any, or if feature is standard or already included.

(2) New 2025 Cab and Chassis with Dump Bed (6-wheel) and snow plow

$. 552,632.00

Vehicle year, make, and model 2026 Freightliner 114SD Plus Series

APPENDIX C

SPECIFICATIONS FOR EACH VEHICLE TYPE

Complete one specification form for each type of vehicle being proposed. If proposing an alternate vehicle, write, at the top, "Alternate" or "Proposal 2" or similar to distinguish it from the first proposal.

MINIMUM SPECIFICATIONS

Two (2) New 2025 Cab and Chassis with Dump Bed (6-Wheel) and snow plow

REQUIRED FEATURES: All features listed below must be included in base bid. FAILURE TO INCLUDE STANDARD EQUIPMENT REQUIRED IN BASE BID MAY BE CAUSE FOR NON-ACCEPTANCE OF BID.

The Bidder will be required to indicate in the space provided after each item, whether they Comply or have any exceptions, substitutions, deletions, or any deviations from the specifications as written. Bidder must show proof that any exception is equal or superior to those specified. Please describe the exception on the line provided. If more space is required, list on last page under exceptions or describe on a separate sheet. Indicate the item number and a detail of the exception. Failure to indicate, may result in rejection of bid. If an item bid is other than factory standard/option (OEM) please indicate.

NOTE: The following specifications for the cab and chassis are presumed to be adequate for the container load refuse body specified; however, the Vendor is required to note any exception that would be required on cab and chassis specifications to meet requirements of refuse body--such as cab to axle, engine size, GVW etc. Vendor should include additional price changes related to these required changes.

	CAB & CHASSIS:	EXCEPTIONS/COMMENTS
1	Rated GVW—46,000 lb.	✓
2	Cab to Axle - 110 inch, clear usable; compatible with 6 cubic yard body	100" per prior builds
3	Hood, fenders, and/or cab shall tilt forward for engine access—stationary grill.	✓
4	Frame—Reinforced Extra Hi-Tensile Steel of a strength to meet or exceed GVW rating with mounted equipment. Please Specify.	✓ 3,217,200 RBM per rail
5	Front frame extension with provision for front mount pump. Engine crankshaft to driveline coupler to be supplied by truck dealer to body up fit- ter. Truck frame will be cut off as short as possible to accommodate the snowplow hitch and hydraulic pump and minimize the overall length.	✓
6	Conventional cab—Bumper to back of cab shall be 112" minimum.	✓ 114"
7	Front Axle – 20,000 lb. (minimum). Must be set back.	✓
8	Rear drive axles 26,000 lb. (minimum) with air operated locking differential.	✓

9	Front spring - 20,000 lb. capacity.	✓
10	Rear suspension - 26,000 lb. Non air bag rated And designed for dump trucks.	✓
11	Power steering. Steering gears. Please specify Manufacturer and Model Bid.	✓ THP60 w/ RCH45 auxilary gear
12	Heavy duty air brakes air disk type with heated air dryer and petcocks on all air tank drains. ADIS air dryer system	Disc brakes N/A for <23k axles Wabco SS air dryer
13	Automatic slack adjusters - front and rear.	✓
14	Air compressor shall be 18-cubic feet per minute (minimum), water cooled with the air supply from the engine air filter.	✓
15	Emergency brake, air maxi type.	✓
16	Transmission - Automatic - Allison MD4560 RDS.	✓ 4500RDS
17	Transmission must automatically shift to the neutral position when the truck chassis air park brake is applied.	✓
18	six (6) wheels - 10-hole piloted type or equal. Size to comply with GVW requirements. Specify manufacturer and size bid.	✓ Accuride 22.5x12.25 & Accuride 22.5x8.25
19	Tires: Steel belted radials, size and ply required for GVW rating and load; and shall comply with current State and Federal regulations. Please specify size bid. Front—two (2) radials traction tread. Rear—four (4) radials traction tread.	✓ Front 385/65R22.5 20 ply Rear 12R22.5 16 ply
20	Fuel Tank—100-gallon, single tank—standard running boards (if possible).	✓
21	Construction type front and rear bumpers, heavy duty steel channel supported by steel beam.	✓
22	Directional signals self-canceling with four-way emergency flashers.	✓
23	LED clearance lights.	✓
24	LED Back up lights.	✓
25	Factory wiring for LED plow lights (Light installation by body installer). All plow wiring to be run through conduit or a weatherproof sheathing to prevent wiring from shorting out during wet weather conditions. Weather Pak or Deutch connections to be used at all connections. No wiring or relays to be ran	✓
26	Chassis to be wired to rear for body up fitter connections.	✓
27	Chassis to be equipped with air to rear of body for glad hands.	✓

28	Full complement of dash gauges.	✓
29	Tinted safety glass.	✓
30	Two front tow hooks.	✓
31	Intermittent windshield wipers with window washer.	✓
32	Air conditioning.	✓
33	Fresh air heater and defroster.	✓
34	Standard AM/FM radio system with Bluetooth call-handling capabilities.	✓
35	CB Radio and antennas – CB radio mounted in overhead console with a single antenna, mounted to drive side mirror. CB power shall be controlled from both the accessory and run side of the truck chassis ignition switch.	✓ Factory installed
36	Rear-view camera system.	✓
37	Truck shall be equipped with a pre-trip light inspection system to repeatedly flash vehicle lights in a specific sequence so that operator can verify that exterior lights are functioning. The follow- ing lights must flash as part of this feature: Headlights, snowplow lights, park lights, fog lamps, taillights, brake lights and turn	✓
38	West Coast rearview heated mirrors, power adjustable, with spot mirrors.	✓
39	Front fender mounted 10" Convex spot mirrors.	8" Convex optional
40	Sun visors - Dual.	✓
41	Seats—Driver seat shall be a premium high back air suspension seat with 3 chamber air lumbar, integrated cushion extensions, forward and rear cushion tilt, and adjustable shock absorber. The passenger seat shall be a standard seat. Cloth upholstery.	2 Chamber air lumbar per available spec options
42	Cup holders.	✓
43	Power door locks.	✓
44	Power windows.	✓
45	Seat Belts for all passengers.	✓
46	Cab assist handles.	✓

47	Door activated courtesy lights for cab.	✓
48	Door check straps.	✓
49	Maximum road speed of 65 M.P.H.	✓
50	Paint: Cab-white, Chassis-no gloss black.	✓
51	Roadside Triangle Warning Kit, DOT approved.	✓
52	Fire Extinguisher – A 5-pound capacity installed in cab, fire extinguisher to be located between driver's seat and driver's door.	✓

ENGINE:

53	Diesel Cummins engine, turbo charged computer controlled, horsepower 500 Minimum. Specify make and model bid.	✓ Cummins X12 500hp
54	Torque—1650-foot lbs. minimum. Specify torque bid.	✓ 1700 ft lbs torque
55	Six cylinders (minimum).	✓
56	Heavy duty air cleaner.	✓
57	Oil filter, heavy duty spin on.	Combination full flow/bypass filter
58	Heavy duty cooling system.	✓
59	Air filter restriction gauge dash mounted.	✓
60	160-amp alternator (minimum).	✓
61	Battery – Three (3) or four (4) –to equal a cold cranking amp of 2700, heavy duty as required.	✓ 3000 CCA
62	Engine block heater.	✓
63	Artic Fox in tank coolant powered fuel warming system or approved equal.	N/A as a factory option w/ X12 spec
64	Vertical exhaust extended above the dump body cab guard.	✓

65	Heater and radiator hoses shall be silicone and/or electrochemical degradation resistant type. All heater and radiator hoses shall have constant torque clamps.	Silicone hoses N/A, spec includes blue stripe rubber hoses with constant torque clamps for coolant hoses.
66	Engine hour meter—dash mounted.	✓ In driver's display
67	Tachometer.	✓

CAB AND CHASSIS MANUALS:

68 **Service/Shop repair** and Parts Manual— Furnished either as hard copy, disc, or CD. Specify. [Manual(s) shall include all necessary information for complete coverage of unit, including diagnostic manuals, data, or diagrams for electrical, vacuum, and computer systems. Furnish any other available diagnostic information.]

USB Flip drive parts manual
Hard copy basic chasis manual
All other information is web-based via DTNA portal (login will be supplied)

69 **Diagnostic Software – furnish computer diagnostic software for chassis engine, transmission, and body. Included in bid**

Daimler DTNA portal available at no charge. Allison and Cummins subscriptions available directly through the manufacturers at customers expense.

70 Owner's Manual for chassis -two (2) complete sets. Specify CD or hard copy.

1 hardcopy per vehicle supplied from factory.

DUMP BODY:

71 Low-profile, contractor type

✓

72 Capacity: minimum 6 cubic yard struck load, tapered side from a 55" front side height to a 38" rear side height with 8" sideboard pickets (mini- mum). Overall side height with sideboards to be a minimum of 63" at front and minimum of 46" at rear and tailgate.

54" x 36" sides

73 Length and Width: 12' long by approximately 86" wide inside. Outside width must cover outside dual tire width, but not exceed eight feet total width.

✓

74 Paint – Entire body to be sandblasted covered with two-part epoxy sealant primer and then painted Color white to match cab and chassis.

✓

BODY CONSTRUCTION:

75 Underbody braces: Two longitudinal 1/4" by 10-gauge A 570 formed members, with hard rubber cushion strip. Torsion tube to tie long-members together at rear.

✓

76 Floor: 1/4" AR 400, one-piece steel with a minimum of 5" rounded sides for easy clean-

✓

77 Sides: Seven-gauge high tensile strength steel (65,000 PSI).

✓

a. Horizontal braces: All shall be sloping type.

✓

b. Top Braces: Full box-type construction with sideboards.

✓

	c. Bedsides and tailgate to have pointed top edge to shed dirt and rock.	✓
78	Top side boards shall be double walled and bolted in.	✓
79	Eight inch (8") straight, ten-gauge sideboards with pointed top edge to shed	✓
80	Side Braces: A minimum of two full-length horizontal, made of ten-gauge steel.	✓
81	Welding: All joints and seams will be closed, with full seam welding.	✓
82	Install specified steps, grab handles, and shovel brackets.	✓
83	Front corner posts, full height, and depth. Must shed rocks.	✓
84	Bed must be built to shed dirt on all surfaces and rails.	✓
	TAILGATE:	
85	Asphalt Design, 50-degree dump angle, fabricated of 7-gauge AR400 grade 50	✓
86	Body and tailgate design:	✓
	Minimum of 18" to a maximum of 20" overhang from edge of body to center of hinge pin to allow body to dump into a	✓
87	Type: Manufacturer's heavy duty removable type. Lifting eye to be	✓
88	Braces: Three horizontal braces in addition to the boxed edge braces. Horizontal braces to be sloping type and made from 10 gauge.	✓
89	Separate spreader and drop chains, 3/8" coil proof spreader chains, to be bolt-on type to rear bottom of skirt with reinforcing plates, not to rear of corner posts.	✓
90	1-1/2" steel upper hinge brackets welded to tailgate, 1-1/2" pivot pins, and 1 1/4 pivot joint.	✓
91	Tailgate: Height minimum of 44 inches.	42"
92	Complete smooth cover on tailgate over horizon- tall braces, 10 gauge.	✓
93	Tailgate latch device shall be air operated, locking at the rear. Air actuation is through one air pancake cylinder with adjustable linkage to each tailgate latch.	✓
94	Tailgate Control: Air operated, complete with lines and valving.	✓
	REAR CORNER POSTS:	
95	Type: Formed from 7-gauge high tensile steel and welded securely to the rear corner posts.	✓

96	Rear body cross members to rear post, to have large full-size 1/4" steel overlay, to secure these members together and reinforce lower lock hardware cutout.	✓
97	Rear body cross members to be 8" formed steel channel.	✓
	HOIST:	
98	Trunnion mounted self-cleaning non inverted cylinder.	✓
99	Minimum 46-ton cylinder with 12" of body over-hang from pivot point, 3-stages; first stage to be 5.5 inches diameter with 140-inch stroke. Hoist must be trunnion mount with oscillating trunnion assembly to reduce side loading. Cylinder must not protrude more than 12" into body. Cylinder must achieve 50-degree body dump angle.	✓ Hoist model G3 110-5-3
100	Cylinder to be corrosion resistant to prevent scoring, scuffing and marking.	✓
101	Cylinder shall incorporate an internal device to automatically remove air from cylinder, not bleed air into atmosphere. Self-bleeding type.	✓
102	Rear hinge to be full depth one piece of minimum of 4" x 8" structural angle, to have a minimum of 2" solid stainless-steel pins and composite bushings, each side for easy body removal. No grease designs.	✓
103	Cylinder cradle is one piece, incorporating body props, body guides, and two safety body props	✓
104	Bidder to furnish NTEA certification of hoist to body application, from manufacturer of dump body.	✓
	COMPLETE HYDRAULIC SYSTEM – Force America or Approved Equal	
	Hydraulic Pump and PTO	
105	The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing	✓
106	The pump shall have a minimum displacement of 5.61 cubic inches per revolution at maximum stroke which shall deliver 23.7 GPM at 1000 engine RPM.	✓
107	The pump shall have a minimum 2-inch suction line and ½ inch control drain line plumbed directly back to the reservoir.	✓
108	The pumps compensator shall have rear-facing adjustments	✓
109	The pump shall be rated for 5800 PSI maximum and 4800 PSI continuous.	✓
110	The pump shall have a 1¼" keyed drive shaft and SAE 4-bolt type C mounting flange.	✓

111	The shaft must have a captured keyway and a flat opposite the key for the driveline set screw.	✓

MOUNTING:

112	The hydraulic pump shall be mounted with a shaft centerline parallel to the crankshaft centerline and at a level to create not more than a three-degree angle and not less than a one-degree angle on the driveline.	✓
113	The pump mounting shall be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.	✓

DRIVE LINE:

114	The hydraulic pump shall be driven directly off the engine crankshaft via a splined driveline to allow for movement. The driveline shall include grease fittings on both u-joints. Driveline shall be a 1310 series.	✓
115	There shall be a high-pressure filter plumbed between the hydraulic pump and the control valve assembly.	✓
116	The hydraulic filter shall be a 25-micron absolute and rated for 6000 PSI.	✓
117	The hydraulic filter shall be equipped with a visual and electrical bypass indicator.	✓
118	A warning light shall be mounted in the cab and wired to the electrical indicator.	✓

RESERVOIR/VALVE ENCLOSURE:

119	The valve/tank combination shall be one unit.	✓
120	The hydraulic reservoir will be of 45 gallons nominal capacity.	✓
121	The hydraulic reservoir shall be constructed of 10-gauge steel and be internally baffled.	✓
122	The valve enclosure lid shall protect from both road and pressure washer spray.	✓
123	For ease of removal by a single person, the valve enclosure lid shall weigh less than 22 pounds.	✓
124	The valve enclosure lid shall be black high-density polyethylene with stainless steel reinforcements.	✓
125	The valve enclosure lid shall have molded integrated handle for ease of removal.	✓
126	The valve enclosure lid shall be attached to the reservoir via four (4) rubber straps that can be removed without the use of any tools.	✓
127	Mounting bracket shall be designed and supplied by the reservoir supplier.	✓

		✓
128	Mounting system shall allow for a 1-inch frame clearance for frame obstructions.	✓
129	Shall be mounted in a manner as to not transmit any truck torsional loads through the tank.	✓
130	The enclosure shall use a gasket-less passive technology. Rubber seals, gaskets, or weather stripping are not acceptable.	✓
131	The enclosure lid shall be removable within seconds by one person without the use of tools.	✓
132	All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections shall be protected by enclosure cover.	✓
133	The reservoir supplier shall provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.	✓
134	The cover shall protect from both road and pressure washer spray.	✓
135	The use of bulkhead fittings is not permitted.	✓
136	The directional control valve shall be easily accessible from all six (6) sides without the use of tools.	✓
137	Hose exit and entrance shall allow for components to be mounted adjacent to the enclosure.	✓
138	A 2-inch full flow brass ball valve shall be plumbed at the suction port of the tank.	✓
139	A low oil/high temp sending unit shall be mounted in the reservoir.	✓
	FILTER:	
140	Hydraulic oil filter shall be mounted in the reservoir.	✓
141	Hydraulic filter shall be a 16-micron absolute and rated for no less than 70 G.P.M.	✓
142	Filter shall include visual and electrical bypass indicators.	✓
143	The filter cartridge shall be constructed of a synthetic media.	✓
144	The return port in the filter shall be SAE #20 or larger.	✓
145	A warning light shall be mounted in the cab and wired to the electrical filter bypass indicator.	✓
146	The system shall be delivered with one spare filter element.	✓
	HYDRAULIC CONTROL VALVE:	
147	The hydraulic valve shall be of modular manifold design.	✓
148	Each hydraulic function requires an individual manifold stacked together to form the manifold base.	✓

149	The manifold base shall consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting.	✓
150	There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail.	✓
151	All remaining valve manifolds shall be manufactured from 6061-T6 aluminum.	✓
152	All aluminum sections must be anodized to MIL-A-8625F specifications.	✓
153	The hydraulic control valves shall be pulse-width modulated, proportionally controlled.	✓
154	Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic	✓
155	Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations.	✓
156	Each segment shall be equipped with a manual override.	✓
157	The valve is to be arranged as follows:	✓
	- Hoist: 3-way 40 GPM cylinder spool with a cable pull-off valve plumbed into the hoist line to prevent body from raising over center.	✓
	- Plow lift: 4-way 21 GPM cylinder spool with a float block and Power float	✓
	- Plow angle: 4-way 21 GPM cylinder spool	✓
	- Wing valve: 4-way 21 GPM cylinder spool	✓
	- Wing valve: 4-way 21 GPM cylinder spool	✓

INTEGRATED PLOW POWER FLOAT:

158	The plow power float shall be a counterbalance valve that has the ability to take some of the plow's weight off the blade and on to the front of plow truck.	✓
159	The valve shall work by supplying pressure to the lift cylinder to partially lift the plow for the single and double acting plow lift cylinders.	✓
160	Unused ports are plugged.	✓
161	The electrical switching shall be provided in the control console to automatically turn the valve off in order to hold the plow in the raised position.	✓
162	The plow shall drift down after it is raised if the counterbalance valve is not turned off.	✓

163	The valve shall use a pressure reducing/relieving valve to control the float lift pressure.	✓
164	Two solenoid valves wired together run the valve off and on.	✓
165	One solenoid valve opens the inlet of the pressure-reducing valve to the pump.	✓
166	The other solenoid valve opens the outlet of the pressure reducing/relieving valve to the lift port.	✓
167	Oil flowing in and out of the lift port is restricted with an orifice.	✓
168	The plow power float shall be integrated into the main control valve stack. Externally plumbed valves are not acceptable.	✓

HYDRAULIC LINES AND PLUMBING:

169	All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system.	✓
170	Suction line between reservoir and pump shall be a minimum of 2 inches. I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, radiator hose clamps are unacceptable.	✓
171	All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating.	✓
172	Return lines and case drain shall have minimum SAE 100-R1 rating.	✓
173	Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing.	✓
174	Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact.	✓
175	Hoses shall not be routed near exhaust manifolds pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire.	✓
176	Pipe fittings are not acceptable in any high-pressure line.	✓
177	Maximum distance between support clamps on all hydraulic lines shall be 24 inches.	✓

Miscellaneous

178	Controls: Shall have all plow and hoist controls. Controls shall allow for one-handed fingertip control of all spreader and plow controls, mounted on the right side of the driver's seat with heavy-duty seat mount bracket, replacing the OEM installed armrest. Force America Patrol	✓

Commander Ultra or approved equal. Please specify. Layout of controls on control head to be determined at pre-build meeting.

179 All electrical wiring and connections to be vapor sealed (to prevent moisture damage) with no exposed wires or terminals. ✓

180 Electrical Junction Box. ✓

RETURN LINE COLLECTOR MANIFOLD:

181 All lines returning to the hydraulic reservoir shall run into an aluminum collector manifold. ✓

182 There shall be one line running direct to the in-tank filter. ✓

183 Unused ports on the manifold shall be plugged for future use. ✓

184 The manifold shall be rated for 60 GPM and 1000 PSI and contain multiple ports of various sizes. **Black pipe or cast-iron fittings are not acceptable.** ✓

VIBRATOR:

185 Vibco Big Bertha DC 3500 or approved equal ✓ Cougar DC3200

a. 4,000 VPM, 3,500 lbs. force minimum. 3200 lbs

b. Bed vibrator mounted under body a 1/4 length from front and centered between body longitudinally. ✓

c. 80-amp maximum voltage draw with self-resetting circuit breaker ✓

d. Specify manufacturer and model bid. ✓

186 Vibrator control shall be located in cab with momentary push buttons switch mounted on control console. ✓

TRAILER HITCH:

187 Air operated pintle hitch, Premier 2300A or approved equal. Specify. 3/4" Heavy duty formed gussets and buck plate; Provide air glad hand connectors and Phillips 15-720 or comparable 7-way pin trailer socket to rear. ✓

ACCESORIES:

188	Cab Guard: Shall be standard type, minimum of 22", made of ten-gauge steel with side stiffeners and full width of dump body with room for vertical exhaust stack running above the cab guard.	
189	With two edge mount Buyers 8891049 light or approved equal. Wiring enclosed in conduit. Switch for strobe light to be on dash of truck with 4 - 1" round LED strobe lights to be mounted on front of truck, visible with plow in the travel position. 4 rear LED strobe lights shall be a mini- mum of 6" x 2", recess mounted in dump body frame and alternately flash. 2 LED strobe lights shall be mounted on both left and right side be- hind the cab facing outward. All LED strobe lights shall be amber in color. All strobes to be controlled with single cab mounted switch.	✓
190	LED rear flood light, in addition to the chassis back up lights, shall be activated with back up lights and mounted on rear frame rails allowing clearance for asphalt paver docking.	✓
191	Lights: (1) L.E.D. Oblong, recessed, stop, tail light per corner post. Factory chassis taillights to be utilized at rear hitch area. All lights and reflectors must conform to meet Federal	✓
192	Wiring: All wiring to be run through conduit or a weather proof sheathing to prevent wiring from shorting out during wet weather conditions. Weather Pak connections to be used at all connections. No wiring or relays to be ran through wheel wells. No exceptions.	✓
	An electronic or hard copy of body electrical wiring harness and components shall be supplied at time of delivery for system support, diagnostics, and maintenance. Specify copy type.	✓
193	Factory installed body prop; OSHA approved.	✓
194	Back-up alarm, OSHA approved.	✓
195	Body raised indicator light installed on control console.	✓
196	Mud Flaps: Front and rear of drive tires. Front to have anti-sail brackets.	✓

197	Side mounted Steps and walk rail: Two (2) Steps total. Welded to sidewall of dump bed, constructed of 3/16" angle iron. Walk rail shall be 1 ½ "wide constructed of open anti-slip material. Each step shall be 12" long and made from 1 ½" grip strut material. Mounting location—Walk rail shall be: Outside body mounted the length of both bed sides and up approximately 10" from bottom of dump bed. Driver's side 1st step – approximately 20" straight above walk rail. 2nd step – Same location as 1st step except inside bed.	✓
198	Hand Hold Bracket: 5/8" rolled steel, configured to make a 12 inch "D" shaped hand hold. Side mounted, driver's side, near front of bed for use in climbing up side of truck bed.	✓
199	Shovel Bracket: Constructed of 1/8" strap steel, configured to hold a #2 tempered asphalt shovel. Mounted on front of bed, driver's side.	✓
200	Snow plow driving lights shall be LED type to be mounted on hood with aluminum brackets. Exact location to be determined at prebuild meeting.	✓
	REVERSIBLE SNOW PLOW:	
201	Snow Plow Blade, 12' reversible.	✓
202	Plow shall consist of twin 3" x 10" corrosion resistant hydraulic cylinders.	✓
203	Minimum mold board requirements:	✓
	a. Mold board height: 42" and length: 12'.	✓
	b. All welds must be continuous (skip welds not acceptable).	✓
	c. 10-gauge roll formed mold board with built in integral shield with top edge of mold board extending a minimum of 12" beyond cutting edge.	✓
	d. Minimum of six of ½" ribs.	✓
	e. Cutting path of 144" at 35 for an 12' mold board	✓
	f. Minimum of 2" x 2" x 3/8" top mold board angle.	✓
	g. 4" x 4" x ¾" bottom mold board angle with an additional 4" x 3" x ½" reinforcements between the cutting-edge bolt holes.	✓
	h. Winter Equipment carbide Razor SYS-RZ11FC cutting edge system.	✓
	i. Three-position attack adjustments (5°, 10°, 20° approximately)	✓

	j. Wrap around curb guards.	✓
204	Push frame tube to be 85" in width constructed of 4' x 4" x 3/8" square tube.	✓
205	Push frame – minimum of 3" x 3" x ½" semicircle.	✓
206	Unit shall have reversing cylinders on the push frame for increased protection against road debris and for ease of maintenance.	✓
207	Trip edge style.	✓
208	Truck portion quick coupler hitch:	✓
	a. Single center point locking Pin.	✓
	b. Adjustable lift arm.	✓
	c. Pushes at truck frame width.	✓
	d. Price to include appropriate corrosion resistant lift cylinders and installation of front hitch, hoses and fittings from lift cylinder to valve body.	✓
209	Snow plow mount shall be positioned a minimum of 11" from the ground to bottom of the mount.	✓
210	Powder coated mold board, A-frame, push frame and other miscellaneous components.	Painted

MISCELLANEOUS / MANUALS:

211	Inspection trips: The Bidder shall provide one (1) pre-build meeting and one (1) pre-paint factory inspection trip for two (2) representatives from the City of Post Falls. The inspection trip shall be scheduled at a time mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the Bidder	✓
212	Owner's Manual for dump body and plow; two (2) complete sets. Specify CD or hard copy.	✓
213	At time of delivery the Bidder shall provide a Copy of the Manufacturer's Certificate of Origin, Odometer Disclosure Statement; and Report of Sale and Application for Certificate of Title (ITD #3339C-Applicant Pink Copy). **After title work has been submitted to the State of Idaho a copy of the Application of Certificate of Title (ITD #3339) to the City of Post Falls Property Manager.**	✓

"DISCRETIONARY" OPTIONS: Insert prices for the following options, if available. Insert "Std." if standard, "N/A" if not available. These options may be ordered by the City, but the Bidder is not re- quired to have these options available.

1	Wing Plow: Wing Plow Blade shall be minimum 9-foot, Wing Plow shall be mid-mount extendable type, Carbide cutting edge shall be ¾" x 6", Wing Plow height shall not exceed 25 inches, Wing Plow unit shall tuck straight back for minimum interference	N/A W/ single axle spec
	a. Right Mount	N/A W/ single axle spec
	b. Left Mount	N/A W/ single axle spec
	c. Dual Mount	N/A W/ single axle spec
2	Curb Guards.	N/A
3	Wing Plow guidance laser – Laser Line Manufacturing Model #GL3000PMC. Wing Plow guidance laser shall be mounted to the truck cab on a pedestal mount.	N/A W/single axle spec
4	Each wing plow must be equipped with flashing warning LED lights, three (3) must be located on the top edge and two (2) located on the heel end, all facing rearward.	N/A W/single axle spec
	All lights must be surface mounted to the rear of the wing plow on custom fabricated brackets facing rearward with wing plow fully deployed.	N/A W/single axle spec
	Lights shall be wired in a way that if one shall malfunction, the other must stay illuminated.	N/A W/single axle spec
5	Reversing Underbody Scraper, 11' long angling to 45 degrees, controls integrated into Force America system	N/A W/single axle spec
6	Municipality quality slide-in dual auger hydraulic Spreader appropriate size for bed. Stainless steel dual auger. Wet tank system. Roller centering spreader stands. With controls installed in the cab.	$67,000

PRICE – Two (2) New 2025 or Newer Cab and Chassis mounted with Dump Body and Snow plow.

Total price to include all standard factory equipment plus options as listed in the previous specifications.
Price to Include Delivery to Post Falls, Idaho.

CAB & CHASSIS:

Manufacturer Freightliner

114SD Plus Series

Year 2026

DUMP BODY

Manufacturer Beau-Roc Model

Model CSS-Hardox,Double wall Year 2025

SNOW PLOW

Manufacturer: Viking-Cives

Model: MW41R12

Delivery Time of Complete Unit to Post Falls Estimated 13-16 months from time of order due to current Allison 4000 series lead times and current body upfitter lead times.

Any item inadvertently omitted from these specifications, but customarily provided with or necessary for the useful or safe operation of the vehicle, is to be provided with the vehicle.

CITY OF POST FALLS

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Ross Junkin
From: Christopher D. Gabbert, Deputy City Attorney
Date: February 5, 2025
Re: January 6, 2025, Bid Opening – Two New Single Axel Dump Trucks

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My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2806, and the required information contained in the notice inviting bids. On or about January 6, 2025, I received copies of one (1) bid that was received and opened by the City Clerk, Shannon Howard at or about 10:00 on January 6, 2025.

The bid consisted of a single bid from Freightliner Northwest at $552,632.00.

I have reviewed the submittal from the apparent low bidder, Freightliner Northwest. Based upon the bid total sheet, Freightliner appears to be the lowest, and only, responsive bidder. My review of the Freightliner Northwest bid leads me to conclude, on a purely legal level, that Freightliner is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Freightliner. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Freightliner Northwest was timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
    b. Bidder information;
    c. A representative of Freightliner Northwest executed the attestations and documents.

Based upon my review Freightliner Northwest is compliant with Idaho Law, the City of Post Falls Procurement standards, and is the lowest, and only, responsive bidder at $552,632.00. I did not review the details of the specifications and will defer to you on the technical aspects of the bid, as I lack the requisite knowledge to comment on the minimum specifications needed by the Streets Department. Should you have any questions, please feel free to contact me.

Sincerely,

Christopher D. Gabbert
Deputy City Attorney

Bid approval & purchase of replacement dump trucks

Ross Junkin,
Maintenance Manager,
Public Works
February 18, 2025

CITY OF POST FALLS

Overview of Replacement Program

- City has a Replacement Fund that is used to replace fleet assets when they reach the end of their service life. Current amount in the fund: $10,000,000+. It is funded by an annual budget allowance.
- Each Fleet asset is accounted for in the Fleet replacement plan. Each class of vehicle/equipment has a different expected life cycle. And each individual asset is monitored during its life.
- For FY25, staff identified for replacement citywide ($1,542,000):
  - (2) Dump Trucks w/ plow packages
  - (7) Vehicles
  - (2) Police detective vehicles
  - (2) Trailers
  - (4) Pieces of equipment (skidsteer, sander, de-icer, forklift)

2025 Replacements

- Existing dump trucks:
  - S210: 2004 Freightliner single axle dump truck with front and wing plow package
  - S211: 2004 Freightliner single axle dump truck with plow package

- Solicited Bids in December 2024 for (2) replacement trucks (PF-2004-2)

One Bid Received

- Freightliner NW
  - For (2) dump trucks w/ plow packages:
    $ $552,632.00 ($276,216.00 per truck)
  - This price is down from last year's bid
    (- $11,738/truck)
  - Received quote from Freightliner NW on the cost to add a wing plow to one truck:
    $17,600.00

Recommendation

- Award bid (PF-2004-02) to Freightliner NW
- Approve purchase of (2) dump trucks as part of PF-2004-02 from Freightliner NW
- Approve purchase of addition wing plow to be mounted on one of these trucks ($17,600.00)

Total amount: $570,232.00

Questions or Comments?

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Professional Services Agreement with Welch Comer & Assoc - Chase Road, Wheatland to Grange

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ITEM AND RECOMMENDED ACTION:
With approval, City Council approves entering into a professional services agreement with Welch Comer & Associates for the design of roadway improvements on Chase Road from Wheatland Avenue to north of Grange Avenue, including modifications to the UPRR crossing on Chase Road.

DISCUSSION:
Within the City of Post Falls Transportation Master Plan and Transportation Capital Improvement Plan, Project S-RR4 (Chase Road, Grange to UPRR) is identified as a medium term (2022-2027) project to provide roadway surface improvements and associated urban improvements needed to provide additional roadway capacity with additional benefits of increased safety and mulitmodal (bicycle / pedestrian) access.

Chase Road between Chase Road and Grange Avenue is currently a 2-lane roadway with missing urban improvements (curb & gutter, sidewalk, bike lanes, roadway illumination). There are three (3) roadway intersections in this section (Wheatland Avenue., Cavalry Lane, Grange Avenue), one (1) railroad crossing, and one (1) driveway approach (East Greenacres Irrigation District). The roadway intersection at Grange is the only intersection with a marked pedestrian crossing. The railway crossing has actuated gates and lights. Over the past five (5) years, there have been six (6) collisions at the Grange Ave. / Chase Road intersection (1 injury) and three (3) collisions at the UPRR / Chase Road Crossing (1 fatal, 1 injury).

Proposed improvements would include: minor grade revisions at the UPRR crossing, installation of curb and gutter, installation of turn pockets on Chase Road at Grange Avenue, extension of pedestrian improvements (east side only) across the UPRR tracks and to Grange Ave., installation of roadway illumination and
re-marking of Chase Road to provide bicycle lanes. Rectangular Rapid Flashing Beacons (RRFB's) would be considered at Wheatland Avenue, Cavalry Lane and Grange Avenue. Chase Road would remain as a 2-lane facility between Cavalry Lane and Grange Road. A 2-way center turn lane is not needed between Cavalry Ln. and Grange Ave. due to the lack of intersections and driveways. Pedestrian improvements are not being included on the west side of the roadway due to rights-of-way and facility impacts to the East Greenacres well site.

In 2024 Welch Comer & Associates was identified as the best qualified firm to complete this design based on previous projects of a similar nature, including two (2) recent projects requiring negotiations with a railroad. Costs to develop the design of this project are projected at $123,500 and include up to $30,000 of hourly rates for coordination with the UPRR. $77,140 of funding for

improvements were previously “cashed out” by adjoining subdivisions (Tuscany Place (2005) and Country Meadows 1st Additions (2017)). “Cash out” funds have been transferred from the City’s Improvement Cash Out account to the Transportation Impact Fee Account. Project management costs for construction would be determined by separate contract, prior to bidding. The project schedule is projecting a 2026 construction year and staff would request approval of a 10% design contingency consideration ($12,350) to manage potential scope modifications. Payment for design and construction of this project would come from Transportation Impact Fee Accounts (Project S-RR4). This project was included in the FY2025 budget.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$135,850 (includes 10% contingency)

BUDGET CODE:
037-431.0000.95142

ATTACHMENTS:
1. PSA Welch Comer
2. Chase Improvements

CITY OF POST FALLS:
City of Post Falls Idaho
C/O City of Post Falls [DEPARTMENT]
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Rob Palus, City Engineer. Phone: (208) 457-3331.
Email: rpalus@postfalls.gov

City Project Manager: Rob Palus, City Engineer. Phone: (208) 457-3331.
Email: rpalus@postfalls.gov

CONSULTANT:
Welch Comer & Associates, Inc
330 E Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814
Firm Project Manager: Matt Gillis, P.E., Vice President. Phone: (208) 664-9382
Email: mgillis@welchcomer.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Welch Comer & Associates, Inc having offices for the transaction of business at 330 E Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, the City wishes to design and reconstruct/widen portions of Chase Road between Wheatland and Grange. Improvements also include illumination, pedestrian facilities, and railroad crossing upgrades within the City; and

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "A"**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

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

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

2.3. **PERSONNEL:** The Consultant represents that it has or will secure all personnel required to perform its services at its own expense under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant may not replace the Project Manager or other key employee(s) without obtaining the City's approval, which the City will not unreasonably withhold. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any relevant specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that the City may request, the City may, at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. **ASSIGNABILITY:** The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. However, claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. The Consultant must provide notice of any such assignment or transfer promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. **RELATIONSHIP OF THE PARTIES**: The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and approvals according to this Agreement.

2.6. **TERM**: Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval, a schedule for the performance of the services, which may be adjusted as the project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods required for the City's review and the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION**: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable

expenses, will not exceed $123,500 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. **REIMBURSABLE EXPENSES**: Reimbursable expenses must have the prior written approval of the City. The amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.

3.3. **EXCLUSIONS FROM COMPENSATION:** Except as otherwise provided in this Agreement, the City shall not offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. The parties understand and agree that except as otherwise provided in this Article, administrative overhead, and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to fees, licenses, and permits, have already been included in the computation of the Consultant's price and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (30) days of receipt by the City, contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. **METHOD OF PAYMENT:** The City, in its sole discretion, may elect to make payment by warrant (check), ~~credit card (payment card or "P" card)~~, Automated Clearing House (ACH), ~~or Electronic Payment (E-payment or E-payables).~~ The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. **FINAL INVOICE:** For the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. **INSURANCE**: The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The

insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a claim is made, or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls [DEPARTMENT], 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. **GENERAL LIABILITY INSURANCE**: The Consultant must have Commercial General Liability Insurance with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, and fire damage. The General Liability Insurance must state that the City of Post Falls, its officers, agents and employees, and any other entity required explicitly by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. **AUTOMOBILE INSURANCE**: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of $1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days prior written notice to the City of Post Falls.

4.4. **WORKERS COMPENSATION**: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting from such failure, either by compensation or additional premium liability.

4.5. **PROFESSIONAL LIABILITY INSURANCE**: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or $1,000,000.00, whichever is more.

4.6. **FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. **TERMINATION BY CONSULTANT:** This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform under the terms of this Agreement through no fault of the Consultant.

5.2. **TERMINATION BY CITY:** The City may terminate this Agreement with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon the Consultant's itemized breakdown and documentation that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. **CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City, the Consultant must:

(1) Stop work on the date and to the extent specified; and

(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and

(3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and

(4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. **CONSULTANT TO INDEMNIFY CITY:** The Consultant agrees to indemnify, defend (at the City's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising from bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the City's sole option), indemnify, and hold the City harmless shall include, as to all claims, demands, losses, and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs, and all other claim-related expenses. The Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of the Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. **PROFESSIONAL LIABILITY:** The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars ($1,000,000), whichever is more. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims, or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

6.3. **U.C.C., LIENS, ETC.** The Consultant's indemnification shall expressly include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code or other statutory or contractual liens or rights of third parties, including taxes accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. **CITY OWNS INSTRUMENTS OF SERVICE:** Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title, and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others, which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled before expiration.

7.2. **CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering copyrights, patents, or other forms of protection provided by law for the Materials, such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in a paper, electronic, or another form, shall be remitted to the City by the Consultant, its employees, and any subcontractors, and the Consultant shall not copy, reproduce, allow, or cause to have the Materials copied, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City except that the Consultant may retain copies necessary for record-keeping, documentation and other such business purposes related to the Agreement.

7.3. **STANDARD ELEMENTS**: The preceding shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. **INFRINGING ON OTHERS INTELLECTUAL PROPERTY:** The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of

another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. **FINDINGS CONFIDENTIAL:** Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. **MAINTENANCE OF RECORDS**: The Consultant will maintain, for at least three (3) years after completion of this Agreement, all relevant records concerning this Agreement. The Consultant shall make available to the City, at any time during their regular operating hours, all records, books, or pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be necessary for funding the services contracted for herein.

7.7. **APPROVAL OF DOCUMENTS**: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for the performance of its services outlined in this Agreement.

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

ARTICLE 8. GENERAL CONDITIONS

8.1. **PAYMENT OF TAXES**: This Agreement is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement, including but not necessarily limited to income and social security taxes.

8.2. **ENFORCEMENT COSTS**: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. **COMPLIANCE WITH LAWS**: The Parties hereto expressly agree to observe federal, state, and local laws, ordinances, and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services provided under the terms of this Agreement.

8.4. **MODIFICATION**: No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. **VENUE STIPULATION**: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall apply to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

8.6. **WAIVER**: No officer, employee, agent, or otherwise of the City has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or law shall be taken and construed as cumulative, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce every such provision hereafter.

8.7. **HEADINGS**: This Agreement's Article and Section headings have been inserted solely for convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles or Sections they appertain.

8.8. **OTHER EMPLOYMENT**: This Agreement is not an exclusive services agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.9. **RECOVERY OF FUNDS**: Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

8.11. **NOTIFICATION:** All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

8.12. **INTEREST OF MEMBERS OF CITY AND OTHERS:** No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

8.14. **PERMITS:** The Consultant shall acquire and maintain in good standing all permits, licenses, and other documents necessary to its performance under this Agreement.

8.15. **INTEGRATION:** This instrument and all appendices and amendments hereto embody the parties' entire Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

8.16 **NONDISCRIMINATION:** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment notices to be provided, setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in Exhibit "B", which is incorporated herein by this reference.

8.17. **ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

a. **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

b. **Boycotting Certain Sectors**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration

of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.

c. **Government of China**: Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

d. **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

9.1. **CONTRACT DOCUMENTS**: The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. This Agreement; and
2. Exhibit "A" Scope of Work; and
3. Exhibit "B" Nondiscrimination Requirements
4. Exhibit "C" Payment

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: February ____, 2025

CONSULTANT

Matt Gillis, P.E., Vice President
Welch Comer & Associates, Inc

Date: February 12, 2025

State of Idaho)
: ss
County of Kootenai)

On this 12 day of February, 2025 before me, a notary for the State of Idaho, personally appeared Matt Gillis, P.E. who, being by me first duly sworn, declared that they is a Vice President of Welch Comer & Associates, Inc that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

DANIELLE S DUGDALE
Notary Public - State of Idaho
Commission Number 20231416
My Commission Expires Apr 3, 2029

Notary Public for the State of Idaho
Residing at: Kootenai County
My Commission Expires: 4/3/29

Exhibit A
City of Post Falls
Chase Rd Improvements Wheatland to Grange
Scope of Work

1. *Project Description*

A. OWNER: City of Post Falls
B. ENGINEER: Welch Comer & Associates, Inc.
C. PROJECT: Chase Rd Improvs Wheatland to Grange
D. DESCRIPTION: The OWNER seeks to widen Chase Rd. to accommodate bike lanes, upgrade/install pedestrian facilities on the east side, and reconstruct Chase Rd. from the railroad to Grange to improve safety at the railroad crossing.

2. *Scope of Services*

A. Kickoff Meeting: OWNER and ENGINEER will begin the project with a kickoff meeting to refine project items such as: public outreach strategy, team communication, and project schedule.
B. Topographic and Right of Way Surveying:
    a. Conduct records research consisting of a review of the online surveys and plats at Kootenai County. Pertinent records will be mapped and used to calculate monument and right of way locations
        i. Individual deeds will not be researched.
        ii. Title reports will not be ordered
    b. Order Utility Locates
    c. Conduct Topographic survey of the subject area. The survey will be right of way to right of way the full length of the project.
    d. Conduct Monument search of the project area including pertinent PLSS monuments North and South of the project defining the road centerline.
    e. Prepare Topographic Base map showing all items located during the survey, including 1' contours.
    f. Prepare Right of Way base map based on a combination of the monuments found and the documents found during the research.
        i. Right of Entry on private property is not anticipated
        ii. Easements and right of way acquisition is not anticipated
    g. Survey existing pedestrian ramps located within the project limits for PROWAG compliance.
C. Roadway Group:
    a. Typical Section Design:
        i. It is assumed that no Geotech is required. The Owner will provide the desired roadway section.
    b. Alignment Design:
        i. Horizontal and Vertical Alignments will be developed in accordance with AASHTO & City design standards. It is assumed the proposed horizontal centerline alignment will remain along the existing centerline of the

roadway. A proposed centerline alignment will only be developed for the section that will fully reconstructed, which is located between the UPRR Railroad and Grange Ave.

ii. Horizontal and vertical alignments will also be generated for sections of proposed shared-use path that are not captured by the roadway alignments noted above.

iii. Engineer will provide a horizontal and vertical design for the widening of the sidewalk between Cavalry Lane and the Railroad.

1. It is assumed that the vertical design will follow the existing sidewalk that will be matched into.

c. Cut & Fill Limits (Catch Lines):

i. Cut and fill limits, based on electronic roadway modeling and topographic survey will be displayed.

d. Cross Sections:

i. Cross sections will be developed to verify the reliability of the Engineer's topographic survey, typical sections, alignments, and quantities.

e. Pedestrian Ramps:

i. If existing pedestrian ramps are found to be non-compliant, Engineer will include pedestrian ramp replacement in the plans.

D. Drainage Group:

a. Stormwater Design:

i. It is assumed Stormwater will be collected in the City's existing stormwater system and existing drainage patterns will be maintained. It's also assumed the existing system is sufficiently sized to handle the Stormwater.

E. Traffic Group:

a. Rectangular Rapid Flashing Beacon:

i. Engineer will provide details for the RRFB proposed at the Cavalry Lane intersection.

b. Construction Traffic Control & Phasing:

i. Traffic control will be designed in accordance with the current MUTCD requirements. It is anticipated that thru traffic will be closed during construction.

c. Signing & Pavement Marking:

i. Engineer will generate Signing and Pavement Marking sheets in accordance with MUTCD and City standards. Design will be based on the City's original concept design.

d. Illumination: Engineer will work with Avista and/or KEC to confirm street light locations, service locations, and conduit locations.

i. Assumptions:

1. Proposed street illumination will be Avista/KEC standard light poles and luminaires.
2. Engineer's design of the illumination system will be limited to pole locations and conduit locations.
3. Power company will perform electrical load calculations and determine where proposed lights will be served from.

F. Utility Coordination:

a. Initial Utility Contact:

i. The Engineer will contact utilities identified within the project limits to provide information such as a project description, vicinity map and scope of the project accompanied by a request to identify their existing utilities and a deadline to return the drawings.

b. Utility Relocation Identification and Design:
   i. After existing utility locations are known and the horizontal and vertical alignments are established, the Engineer will coordinate and identify the utilities that need to be moved, installed, abandoned and at whose expense such work will be performed. It is assumed that one field meeting with each public utility will be required.

c. Secondary Utility Contact:
   i. Once relocations and financial responsibilities are established, the Engineer will provide each utility company with the following information:
      1. A request to verify the Engineer's plan information and necessary relocation work will be completed by the specific utility company or by contract.
      2. Identification of any utility easements and documentation to substantiate reimbursement of relocation or adjustment costs at project expense.
      3. Request for cost estimates of any utility work determined to be at project expense.
      4. Invitation for an additional field visit.
      5. Provide utility companies with any other design information that might be useful.

G. Quality Control & Revisions:
   a. The compiled Preliminary Design submittal will be reviewed internally. This review will be performed by the Engineer's engineers, surveyors, and field inspection staff. Necessary modifications to the Preliminary Design package will be made based on the Engineer's internal review of the Preliminary Design package.

H. Preliminary Design Submittal: Engineer will submit a 50% design package. Included in the submittal package will be:
   a. Preliminary Design Plans (11"x17")
   b. Preliminary project cost estimate.
   c. Roadway cross sections at 25-foot intervals to demonstrate design accuracy.

I. Preliminary Plan Sheet Count Summary: The following sheets will be prepared and submitted as part of the preliminary design submittal to the City for review.
   a. 1 Title Sheet
   b. 1 Typical Section Sheets
   c. 3 Plan & Profile Sheets
   d. 3 Signing & Pavement Marking Sheets
   e. 1 Traffic Control & Phasing Sheets
   f. Preliminary Cross Sections

J. Quality Control & Revisions:
   a. The compiled Final Design submittal will be reviewed internally. This review will be performed by the Engineer's engineers, surveyors, and field inspection staff. Necessary modifications to the design will be made based on the Engineer's internal review, including the addressal of Preliminary Design comments.

K. Final Design Submittal: Engineer will submit a 100% design package. Final Design package will address previous comments made by the City from Preliminary Design. Included in the submittal package will be:
    a. Final Design Plans (11"x17")
    b. Final project cost estimate.
    c. Final Specifications
L. Final Plan Sheet Count Summary: The following sheets will be prepared and submitted as part of the final design submittal to the City for review.
    a. 1 Title Sheet
    b. 1 Typical Section Sheets
    c. 4 Plan & Profile Sheets
    d. 3 Signing & Pavement Marking Sheets
    e. 1 Traffic Control & Phasing Sheets
M. Union Pacific Railroad (UPRR) Coordination & Design (HOURLY)
    a. Initial Railroad Outreach: Establish a contact and line of communication with UPRR staff. Engineer will utilize existing contacts to find the correct staff to coordinate with.
    b. Diagnostic Meeting: Schedule and attend one (1) on-site meeting with the applicable UPRR staff. The purpose of the meeting is to convey the City's desired scope and acquire an initial understanding of what UPRR will require.
    c. Crossing Permit: Complete applicable crossing permit in accordance with UPRR requirements. Assume two (2) iterations for application updates.
    d. Crossing Design & Revisions: It is assumed the crossing design will be limited to concrete planking, signing and pavement markings, in accordance with UPRR standards. Design will be submitted to UPRR for review and cost estimation. Engineer will revise the design based on comments received from UPRR.
N. Opinion of Probable Construction Cost: Engineer will develop construction cost estimates based on our understanding of the current market, communication with contractors, and recent projects.
O. Specifications: Using EJCDC specifications, Engineer will develop necessary standard and special provisions necessary to clearly describe project requirements.
    a. Assumptions:
        i. Standard specifications will be the 2015 Edition of the Idaho Standards for Public Works Construction (ISPWC).
P. Erosion and Sediment Control Plan: Develop an ESC Plan using current industry standard Best Management Practices (BMPs) in accordance with the applicable City standards.
    a. It is assumed that no Stormwater Pollution Prevention Plan (SWPPP) will be required as the project does not drain to Waters of the US.
Q. Construction Schedule:
    a. The Engineer will prepare an anticipated Critical Path project construction schedule with the Final Design submittal. This construction schedule will assist in determining the appropriate number of working days allowed for the project. The schedule will be completed using Microsoft Project and show all major aspects of construction and construction phasing.
R. Bid Phase Services
    a. Engineer will facilitate the bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:

b. Prepare an advertisement for bid that will be submitted for advertisement in the City's official newspaper.
c. Maintain a plan holders list.
d. Conduct a Pre-bid Conference/Presentation at the City with prospective bidders.
e. Respond to bidders' questions and issue necessary addenda.
f. Attend and facilitate bid opening.
g. Evaluate the bids with the City and make a recommendation.
h. Attend City Council Meeting to present the recommendation.

Exhibit C
City of Post Falls
Chase Rd Improvs Wheatland to Grange
Payment

A. Basis of Payment

Payment for consulting services for the project shall be on the Lump Sum and Hourly basis as listed below:

Phase	Basis of Payment	Amount
Preliminary Design	**Lump Sum**	**$64,000**
Final Design	**Lump Sum**	**$20,500**
Railroad Coordination	**Hourly**	**$30,000**
Bid Phase	**Lump Sum**	**$9,000**
TOTAL		**$123,500**

Lump Sum: The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultants are INCLUDED in the above.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Hourly: An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

B. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

C. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

B. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

C. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 2025.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	$275.00/hour
Special Services – Accounting	$182.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	300.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	290.00/hour
Construction Services Manager	245.00/hour
Sr. Project Manager	230.00/hour
Project Manager	205.00/hour
Engineer VII	270.00/hour
Engineer VI	205.00/hour
Engineer V	195.00/hour
Engineer IV	180.00/hour
Engineer III	160.00/hour
Engineer II	150.00/hour
Engineer I	140.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	145.00/hour
Sr. Engineer Tech II	140.00/hour
Sr. Engineer Tech I	125.00/hour
Engineering Technician	115.00/hour
Environmental Scientist	130.00/hour
Survey Manager	250.00/hour
Professional Land Surveyor II	200.00/hour
Professional Land Surveyor I	195.00/hour
Crew Chief II	135.00/hour
Crew Chief I	130.00/hour
Crew Member	115.00/hour
Survey Technician II	130.00/hour
Survey Technician I	125.00/hour
GIS Manager	160.00/hour
GIS Technician II	125.00/hour
GIS Technician I	110.00/hour
Engineering Designer I	150.00/hour
Cad Technician IV	140.00/hour
Cad Technician III	120.00/hour
Cad Technician II	115.00/hour
Cad Technician I	110.00/hour
Sr. Project Administrator	125.00/hour
Project Administrator	105.00/hour
Sr. Administrative Assistant	85.00/hour
Administrative Assistant	73.00/hour
No Charge Services	0.00/hour

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** February 2025.

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	$0.99/page
Ledger Size Copies/Impressions (B/W)	$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	$1.98/page
Cardstock Copies/Impressions (B/W)	$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	$0.99/page
Ledger Size Copies/Impressions (Color)	$1.03/page
Color Transparency	$2.49/page
Plot on Paper B&W (18" x 24")	$0.90/sheet
Plot on Paper Color (18" x 24")	$4.50/sheet
Plot on Paper B&W (18" x 27 ")	$0.90/sheet
Plot on Paper Color (18" x 27 ")	$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	$8.25/sheet
Plot on Paper B&W (22" x 34")	$1.80/sheet
Plot on Paper Color (22" x 34")	$9.00/sheet
Plot on Paper B&W (22" x 36")	$1.80/sheet
Plot on Paper Color (22" x 36")	$9.00/sheet
Plot on Paper B&W (24" x 36")	$1.80/sheet
Plot on Paper Color (24" x 36")	$9.00/sheet
Plot on Paper B&W (30" x 42")	$2.70/sheet
Plot on Paper Color (30" x 42")	$13.50/Sheet
Plot on Paper B&W (34" x 44")	$3.30/sheet
Plot on Paper Color (34" x 44")	$16.50/sheet
Plot on Paper B&W (36" x 48")	$3.60/sheet
Plot on Paper Color (36" x 48")	$18.00/sheet
Plot on Paper B&W (36" x 120")	$9.00/sheet
Plot on Paper Color (36" x 120")	$45.00/sheet
Mileage (auto)	Per Federal Rate
Mobile Lidar Scanner	$1,500/hr
Navvis Ivion Cloud Processing	$0.50/foot
UAV Flight	$75/each
GPS Per Hour Billing	$35.00/hour
GPS Per Hour Billing – Base and Rover	$70.00/hour
Robotics Hourly Billing – 1 Man	$70.00/hour
Digital Level	$15.00/hour
Water Pressure Recorder	$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	$450.00/each
Topo Feature Extraction Software	$30.00/hour

Exhibit B Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination**
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports**
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance**
   In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
   - Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

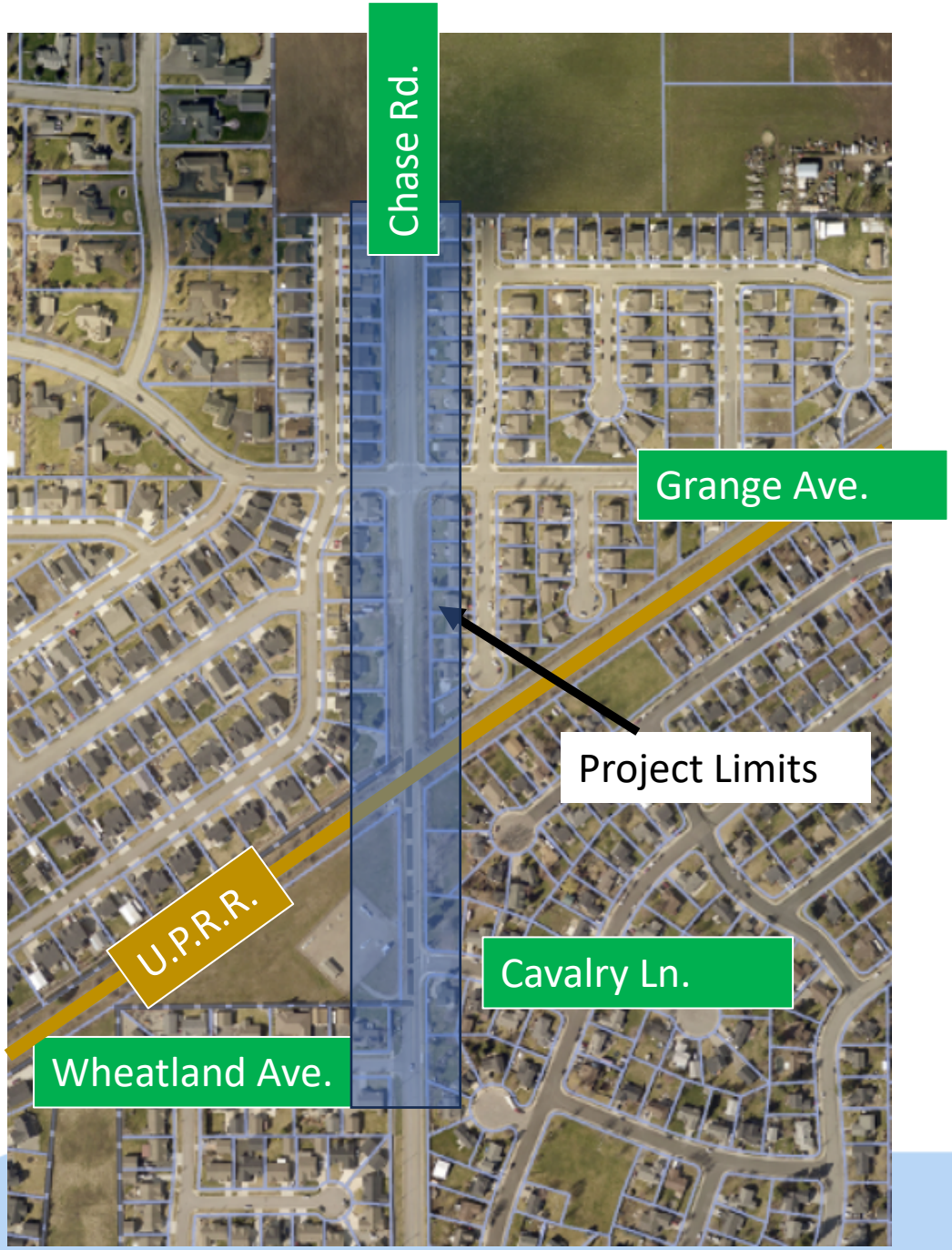
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Chase Road – Wheatland to Grange
Professional Services Agreement

Robert S. Palus, PE –
City Engineer

February 18, 2025

CITY OF POST FALLS

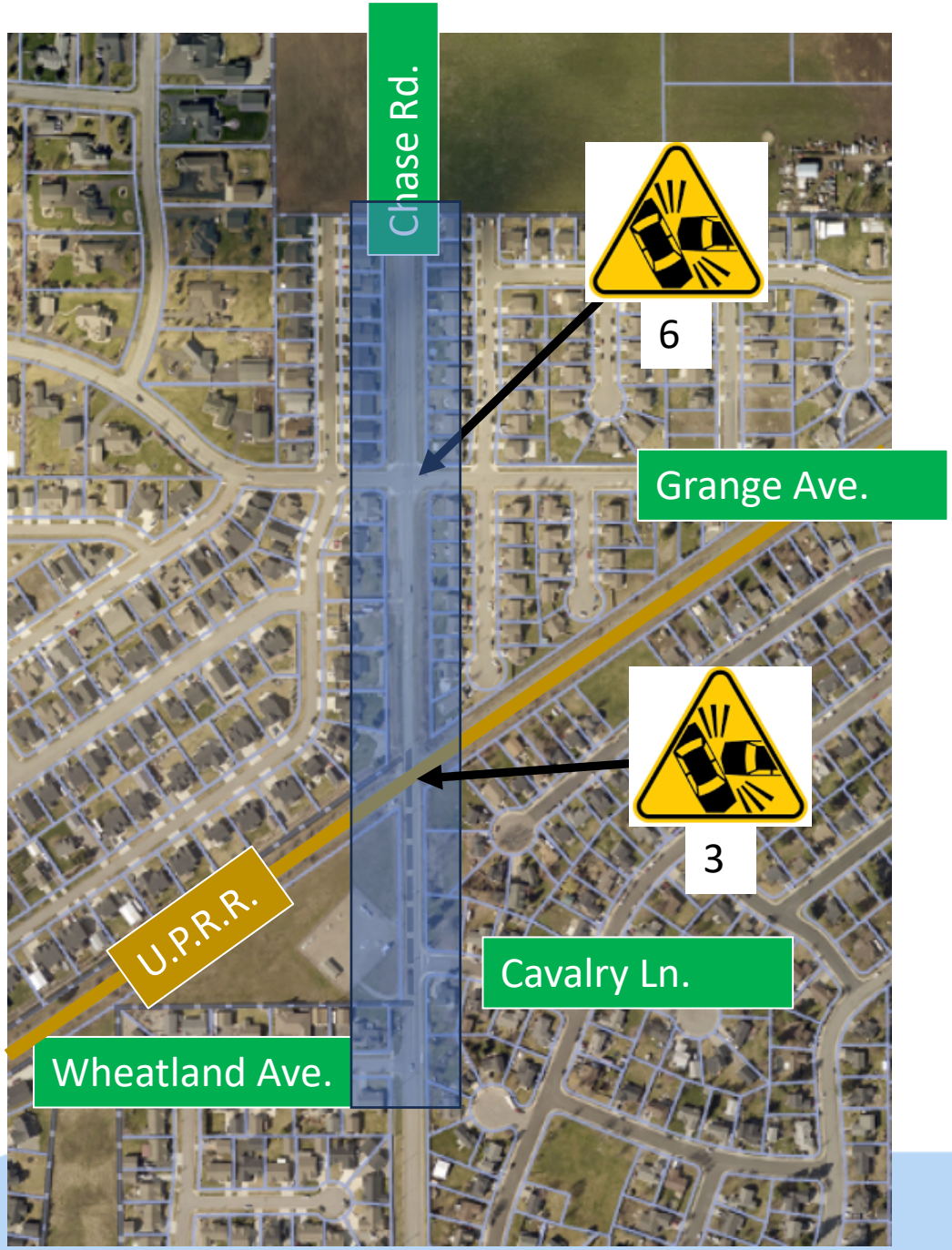


Chase Rd.

(Wheatland Ave. to Grange Ave.)

Roadway Classification: Minor Arterial (3-lane)
Speed Limit: 40 mph
Estimated Volume: 5,000 trips per day
Configuration:

* 2-lane
* Partial Improvements
* 3 Intersections
* 1 Driveway
* 1 Railroad Crossing (UPRR)



Collision History 2020-2024

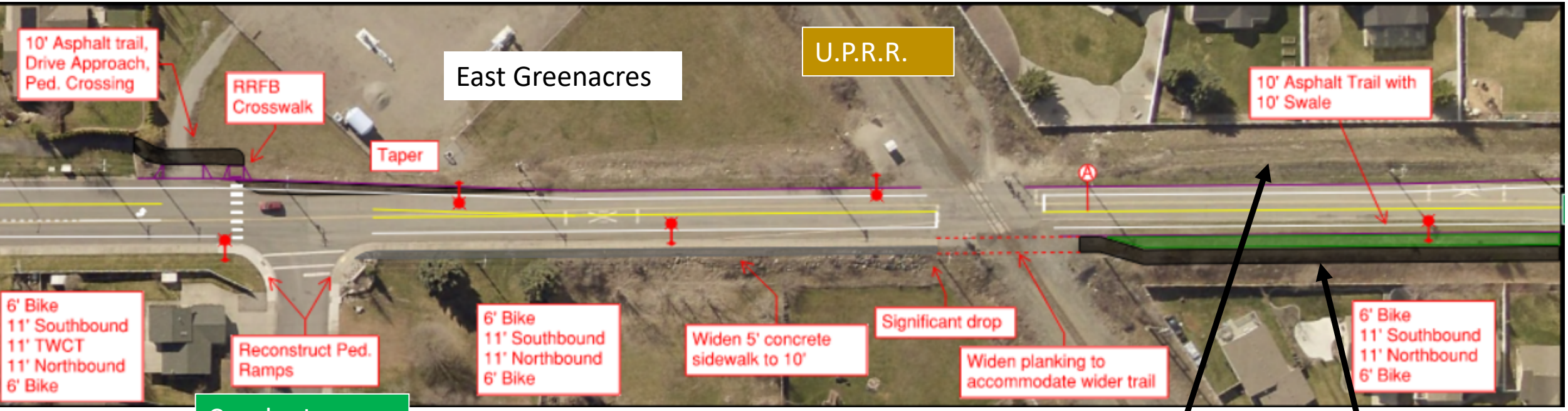
Chase / Grange
1-Injury
5-PDO

Rear end / Distracted Driver
Turning / Angle

Chase / UPRR Crossing
1-Fatal
1-Injury
1-PDO

Weather
Distracted Driver
Impairment

Safety



Chase Rd.

Impact Fee Project S-RR4

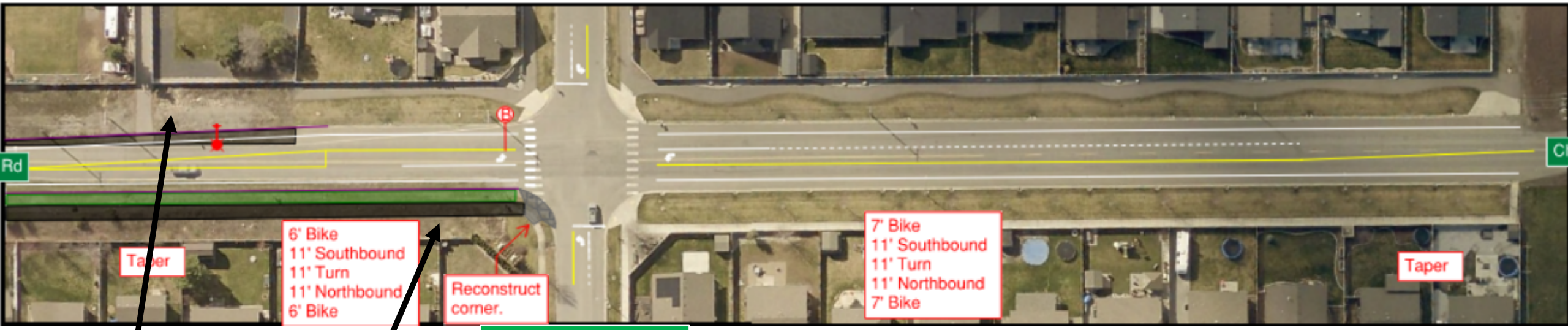
(Wheatland Ave. to Grange Ave.)

Country Meadows 1st Add. Improvement Cashout (2017)

Tuscany Place Improvement Cashout (2005)

Improvements

CITY OF POST FALLS



Grange Ave.

Chase Rd.

Impact Fee Project S-RR4
(Wheatland Ave. to Grange Ave.)

Country Meadows 1st Add. Improvement Cashout (2017)

Tuscany Place Improvement Cashout (2005)

Total Cashout $77,140

Design Phase – Welch Comer & Associates

$135,850 Total

Design	$84,500 (lump sum)
Railroad	$30,000 (hourly)
Bid phase	$ 9,000
	$123,500
Contingency	$12,350 (staff)

Improvements / Design Costs

CITY OF POSTFALLS

Chase Road – Wheatland to Grange
Professional Services Agreement

Robert S. Palus, PE –
City Engineer

February 18, 2025

CITY OF POST FALLS

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/18/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Contract Amendment for the SH-41 and Poleline Gravity Sewer Replacement

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ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract Amendment with Ardurra Consulting Engineers for the design of the SH-41 and Poleline Gravity Sewer Replacement.

DISCUSSION:

City Staff discovered a deficiency in a section of gravity sewer line at the intersection of SH-41 and Poleline Avenue. Specifically, the deficiency is a low point in the gravity sewer which is causing water to back up (surcharging). The increasing flows in this sewer basin will continue to compound the effects of this deficiency.

The gravity sewer line was a city project and installed around 2006. The existing gravity sewer line extends to the east on Poleline Avenue, serving existing and future flows in this area. The proposed project will replace approximately 170 feet of the gravity sewer pipe. The design phase includes development of traffic control and phasing plans in coordination with the Idaho Transportation Department (ITD), for the work inside the ITD Right of way. Additionally, the contract scope includes a design task to correct two city utility manholes in the vicinity of the SH-41 and Poleline intersection. Including this work in the project will address the city's maintenance responsibilities of these utilities as outlined in the Maintenance Agreement with ITD.

The city selected and contracted with Ardurra Consulting Engineers in December 2024 to perform topographic survey of the project limits. This amendment includes the remaining design services necessary to finalize bidding and construction documents. The city may negotiate a contract amendment to add construction phase services with Ardurra at a future date. City Staff recommend prioritizing the construction of this project to occur in the 2025 construction season.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Not Applicable

APPROVED OR DIRECTION GIVEN:

Not Applicable

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The design phase of this project is budgeted through the Wastewater Collections System fund for pipeline replacement. In FY25, $125,000 was budgeted for pipeline replacement. In December 2024, Staff authorized the original agreement in the amount of $8,088. Total cost of this Amendment is $60,663, bringing the contract total to $68,751. Staff is requesting a contingency in the amount of $6,000. In the event additional tasks or services are required, the Public Works Director is authorized to direct the consultant to perform those tasks, up to $6,000. Council approval is for the requested amount of $66,663.

BUDGET CODE:

650-466.3221.68400

ATTACHMENTS:

1. Ardurra Contract Addendum 1
2. PPT SH-41 and Poleline Gravity Sewer Replacment

February 7, 2025

Andrew Arbini
408 N. Spokane St.
Post Falls, ID 83854

E-MAIL DELIVERY WITH PDF ATTACHMENT
aarbini@postfalls.gov

RE: SH-41 & Poleline Ave. Gravity Sewer Rehab
Additional Services Addendum #1
Design and Bidding Services

Dear Andrew:

Ardurra Group, Inc. is pleased to provide the enclosed Additional Services Addendum (ASA) for the referenced project. The ASA is pursuant to our agreement dated *December 4, 2024*.

Please sign the attached ASA and return the fully executed copy to me. We will commence the services described in the ASA upon receipt of the fully executed copy. In the interim, please do not hesitate to call with questions.

Sincerely,

Zach Thompson, PE
Senior Project Manager

Enclosure(s)
Exhibit A Scope of Work

ARDURRA

ADDITIONAL SERVICES ADDENDUM

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the original Agreement dated February 7, 2025 by and between Ardurra Group, Inc. (Consultant), and the City of Post Falls (Client) for the Professional Services described below.

PROJECT NAME: SH-41 & Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation
CLIENT: City of Post Falls
ARDURRA PROJECT NUMBER: 240451

1. Description of additional services to be provided by Consultant:

A. ASA #1 Design & Bidding
See attached Exhibit A for description of services to be provided

Design Services - Task's 1, 2 & 3 (Lump Sum)	**$53,735.00**
Formal Bidding Services – Task 4 (Time and Materials)	**$6,928.00**

Task's 4 & 5 cannot proceed without written authorization from Client at future date.

2. Estimated Completion Date: 60% Design submittal 6 weeks after NTP, 100% Design submittal 4 weeks after receipt of 60% design comments from City.

3. The compensation to be paid Ardurra for providing the requested services shall be:

X	A.	Lump Sum amount of: $53,735.00
X	B.	A Not to Exceed Time and Materials charge of $6,928.00
	C.	Unit Cost/Time Charges [*provide description*]

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc.		CLIENT: City of Post Falls	
SIGNED:		SIGNED:	
TYPED NAME:	Zach Thompson	TYPED NAME:	Ronald G. Jacobson
TITLE:	Senior Project Manager	TITLE:	Mayor
DATE:	2/7/2025	DATE:	

Return one fully executed copy to Consultant

SH-41 & Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation Design & Bidding

EXHIBIT A SCOPE OF SERVICES AND PROJECT BUDGET FOR THE CITY OF POST FALLS

Presented To:

Andrew Arbini
Projects Division Manager
City of Post Falls
408 N. Spokane Street
Post Falls, Idaho 83854

Presented By:

Zach Thompson, P.E.
Project Manager

ARDURRA

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 • FAX 208-762-3708

February 7, 2025

Poleline Ave. Gravity Sewer Pipe #2294 Rehabilitation

ARDURRA is pleased to have the opportunity to present this scope of work and fee estimate to the City of Post Falls for design services for the Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 and 3130 Rehabilitation.

SCOPE OF WORK

Gravity sewer pipe #2294 located at the intersection of Highway 41 and E Poleline Ave. in the City of Post Falls is in need of rehabilitation. A belly in the pipe was discovered by the City's Utilities Division and it is causing surcharging issues upstream of the pipe as well as flooding at nearby residences. Improvements to the gravity pipe must be made to prevent further surcharging and flooding issues that will likely occur with the increase in residential development in the area. The proposed rehabilitation design includes replacing approximately 170 LF of the 10" gravity sewer main utilizing 10" sanitary sewer pipe, doghouse manholes, and manholes to bypass the pipe belly and redirect flow to the downstream collection system. Design plans will include traffic control plans to assist during construction as the location of this rehabilitation project will require most work to be completed within the ITD right-of-way within a major intersection in the City.

The following assumptions are made for this Scope of Services:

1. The City shall be responsible for payment of all agency review and/or application fees.
2. Compaction testing services will be provided by the contractor.
3. Construction observation during construction is not included in this scope and will be added at a later date.
4. Scope includes Preliminary Design and Final Design.
5. A SWPPP will not be required, Ardurra will provide a letter to the City confirming this.
6. City Staff will provide coordination with the Public during design, if necessary.
7. Pressure and leakage testing services will be conducted by the contractor as part of the construction contract.
8. The existing capacity and service area of the City of Post Falls wastewater system will not change, and rehabilitations will be with same capacity and material.
9. The contractor will be responsible for bypass pumping, where necessary.
10. The City of Post Falls staff will provide design guidance including any City specific rules including any landscaping requirements and recommendations for disturbance of existing vegetation on the site.
11. Entry onto private property will not be required to conduct the survey.
12. Utility locates will be provided based on a single ticket submitted to Digline. The additional effort required to obtain locates may incur additional costs.
13. The City of Post Falls Collections Master plan was approved by IDEQ on July 12, 2019.
14. The City will provide digital video of the pipe in question to determine extents of needed rehab.

ARDURRA proposes to provide the following engineering services to support the project.

1. **Project Management and Coordination**
   Project Management: Conduct daily management of the project and administrative tasks of a general nature as required over the duration of the project. This task includes efforts for design coordination,

quality control, communications, and general project management to maintain continuity and flexibility. This task also includes time for monthly billings and monitoring budget items.

Coordination with QLPE: ARDURRA will provide coordination with a QLPE reviewing authority if needed and as necessary to determine requirements for submittal of final design plans.

Coordination with City of Post Falls: Submit one (1) design review to the City of Post Falls representatives, Utilities Division and Engineering. One submittal will be for preliminary design review. The second submittal will be for final design. Submittal assumes time for addressing any comments provided by the City. This scope includes time for one (1) in-person site visit to review 60% plans. This task also includes general coordination with City representatives throughout the duration of the project.

Public Coordination: This includes assisting the City in a technical support role for addressing concerns of the public.

2. <u>Preliminary Design</u>

Construction Drawings: ARDURRA will prepare construction drawings for gravity main rehabilitation of sewer pipe #2294 and details for adjustment of manholes 2729 and 3130 to bring them to surrounding grade. Construction drawings will include approximate property lines, proposed routes and existing utility locations based on City provided Record Drawings, ITD and documents from other utility companies, and existing utility locates. One (1) field visit is included. The preliminary design will be submitted to the City and ITD for review and conceptual approval prior to commencing with final design. One (1) joint review meeting with the Utilities Division and City Engineering Division to review the 60% details and construction drawings is included.

Construction drawings will illustrate and detail gravity main rehabilitation design including location of manholes, doghouse manholes, alignment of 10" gravity main, plan and profile of new pipe, typical surface repair street sections, and City of Post Falls standard details where applicable.

All construction drawings will include details of standard construction details and notes meeting the requirements of the City of Post Falls, ISPWC, and IDEQ rules.

Preliminary Traffic & Pedestrian Control Plans: ARDURRA will complete the preliminary temporary traffic and pedestrian control plans. The temporary traffic and pedestrian control plans will address preliminary construction staging, phasing temporary traffic control, temporary signing and pavement markings. All design plans and specifications will conform to the MUTCD standards as modified by the ITD standards. Pedestrian control plans will conform to ADA standards. ARDURRA will support the city of Post Falls in coordinating with ITD on proposed temporary traffic control and their adjacent projects that may impacted.

Assumptions

- ARDURRA will always maintain one (1) lane in each direction on SH-41 during construction except for closures for sign bridge removal and replacement operations.
- Existing modes of transportation will be maintained and accommodated throughout construction.
- Temporary Traffic Control Plan and Temporary Construction Staging Sheets to be included as part of the 60% design submittal.
- Assuming two (2) Phases
- 9 Sheets of Traffic and Pedestrian Control/ Phasing Plans

- 1 Sheet of Pedestrian Control/ Phasing Plans
- Pedestrian crossing at the SH-41 and Poleline Ave will be available during construction

3. <u>Final Design, Bidding and Contract Documents</u>

Specifications: Prepare any additional specifications necessary that are not covered by the latest edition of the ISPWC. One review and revision cycle is included to incorporate any comments the City and IDEQ have for the Final Design prior to City approval.

Final Construction Plans: Incorporate preliminary design comments from the City and prepare final construction plans and specifications. Plans will be prepared in adequate detail for bidding and construction.

Final Traffic & Pedestrian Control Plans: ARDURRA will complete the 100% temporary traffic and pedestrian control plans. The temporary traffic and pedestrian control plans will be revised to address construction staging, phasing traffic and pedestrian control, and temporary signing and pavement markings. Sheets will be revised and updated to reflect 100% design. Additional temporary traffic and pedestrian control details will be generated on an as needed basis. Bid items and quantities will be finalized and shown on the temporary traffic and pedestrian control sheets and project estimate.

Assumptions
- Temporary Traffic and Pedestrian Control Plan and Temporary Construction Sheets to be included as part of the 100% design submittal.
- Traffic control plans will be completed at a 30:1 scale.

Deliverables
- 100% Construction Staging and Traffic and Pedestrian Control Plans
- Traffic Control Plans for ITD Utility encroachment Permit

Erosion and Sediment Control Plan: Prepare erosion and sediment control plan for the project area.

Bidding and Contract Documents: Prepare bidding and construction documents for the project elements. Complete bidding and contract documents will be prepared and refer to the requirements of the ISPWC and the City. Includes preparation of final quantity calculations and engineer's opinion of probable construction costs.

QLPE Submittal / Review & Approval: If required, a package will be prepared for submittal to QLPE for review and approval. Ardurra will provide a memo stating that IDEQ and QLPE review are not required.

Final Design Review: The final construction plans and specifications will be submitted to the City for review.

Revise and Resubmit Contract Documents: One review and revision cycle is included to incorporate any comments the City has for the Final Design. Revise and resubmit for final City approval prior to bidding.

4. <u>Formal Bidding Process (Written Authorization Only)</u>:

Bid Document Distribution: Develop a bid advertisement for review and approval by the City. Issue bid documents to all plan centers listed in the advertisement and prospective bidders and maintain an accurate plan-holders list. This scope assumes bid documents will be provided electronically to prospective bidders.

Pre-bid Coordination/Conference: Provide responses to contractor and supplier questions during the bidding period. Issue addenda or other clarifications as may be required. Conduct a pre-bid conference at the project site for prospective bidders. Record and distribute minutes of the conference.

Bid Opening/Review: The City will receive hard copies of the bids from prospective bidders at the time and date specified in the contract documents. The City will provide ARDURRA with the bids for review. ARDURRA will prepare bid tabulations and submit to City with a recommendation of award.

Contract Award Coordination: Prepare contract documents included in the construction documents for execution by the Contractor. Review Agreement, bonds and insurance documents submitted by the Contractor.

Estimated Fees and Expenses:

The lump sum fee for services to be provided is included in this scope of work. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed. If approved in writing by the City, additional services, if required, will be billed on an hourly rate in accordance with the attached Functional Fee Schedule, Exhibit B.

1.	**Design Services - Tasks 1, 2, 3, (Lump Sum)**	**$53,735.00**
2.	**Formal Bidding Services – Task 4 (Time and Materials)**	**$6,928.00**
	Total	**$ 60,663.00**

The following services are specifically excluded from this agreement, but may be added by written authorization of the Client:

- Master Planning and/or Capital Improvement Planning.
- Preparation of environmental studies such as biological assessment, endangered species documentation, environmental assessment, or environmental impact statements.
- Cultural resource investigation.
- Landscape design.
- Architectural or structural services.
- Laboratory fees.
- Preparation of stormwater report.
- Preparation of Easements.
- Legal services.
- Agency submittal fees, review fees or permit fees.
- Client inspired changes or unforeseen changes arising due to regulatory decisions.
- Any services, product or professional responsibility not specifically described above.

ARDURRA

EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective January 1, 2025

I.	**PERSONNEL**	
	Regional Manager/Director	$270.00 - $350.00 /hour
	Project Manager	$155.00 - $350.00 /hour
	Project Engineer	$120.00 - $225.00 /hour
	Staff Engineer	$115.00 - $200.00 /hour
	Environmental Specialist	$130.00 - $280.00 /hour
	Aviation Planner	$160.00 - $325.00 /hour
	Construction Manager	$120.00 - $205.00 /hour
	GIS Specialist	$125.00 - $220.00 /hour
	Inspector/Technician	$90.00 - $210.00 /hour
	Information Technology	$120.00 - $150.00 /hour
	Administrative	$85.00 - $240.00 /hour
II.	**LANDSCAPE ARCHITECT**	
	Landscape Architect	$125.00 - $200.00 /hour
III.	**SURVEYING**	
	Survey Manager	$185.00 - $270.00 /hour
	Project Surveyor	$180.00 - $230.00 /hour
	Survey Technician	$110.00 - $155.00 /hour
IV.	**SURVEY EQUIPMENT**	
	Aquatic Survey Vessel	$200.00 /hour
	GPS or Robotic Survey Equipment	$75.00 /hour
	Conventional Survey Equipment	$25.00 /hour
	GIS Data Logger	$15.00 /hour
	UAV Flight Charge	$75.00 /flight
	LiDAR System	$800.00 /hour
	Drill and Generator	$80.00 /day
V.	**COMPUTER SOFTWARE**	
	Property Database Research	$50.00 /hour
	Traffic Modeling Software	$36.00 /hour
	CADD and Other Technical Software	$10.00 /hour
	SMS Software	$25.00 /hour
VI.	**REPRODUCTION**	
	In-House Reproduction	Hourly Labor Rates Apply
	Outside Reproduction	Actual Cost + 10%
VII.	**MILEAGE**	
	Vehicle	0.67 - 0.75 /mile
	ATV Vehicle	$20.00 /hour
VIII.	**OTHER DIRECT CHARGES**	
	Direct costs for material or services incurred for the project	Actual Cost + 10%

Notes:
1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
3. This fee schedule is subject to periodic adjustment.

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SH-41 and Poleline Gravity Sewer Replacement Contract Amendment

Andrew Arbini

Projects Division Manager, Public Works

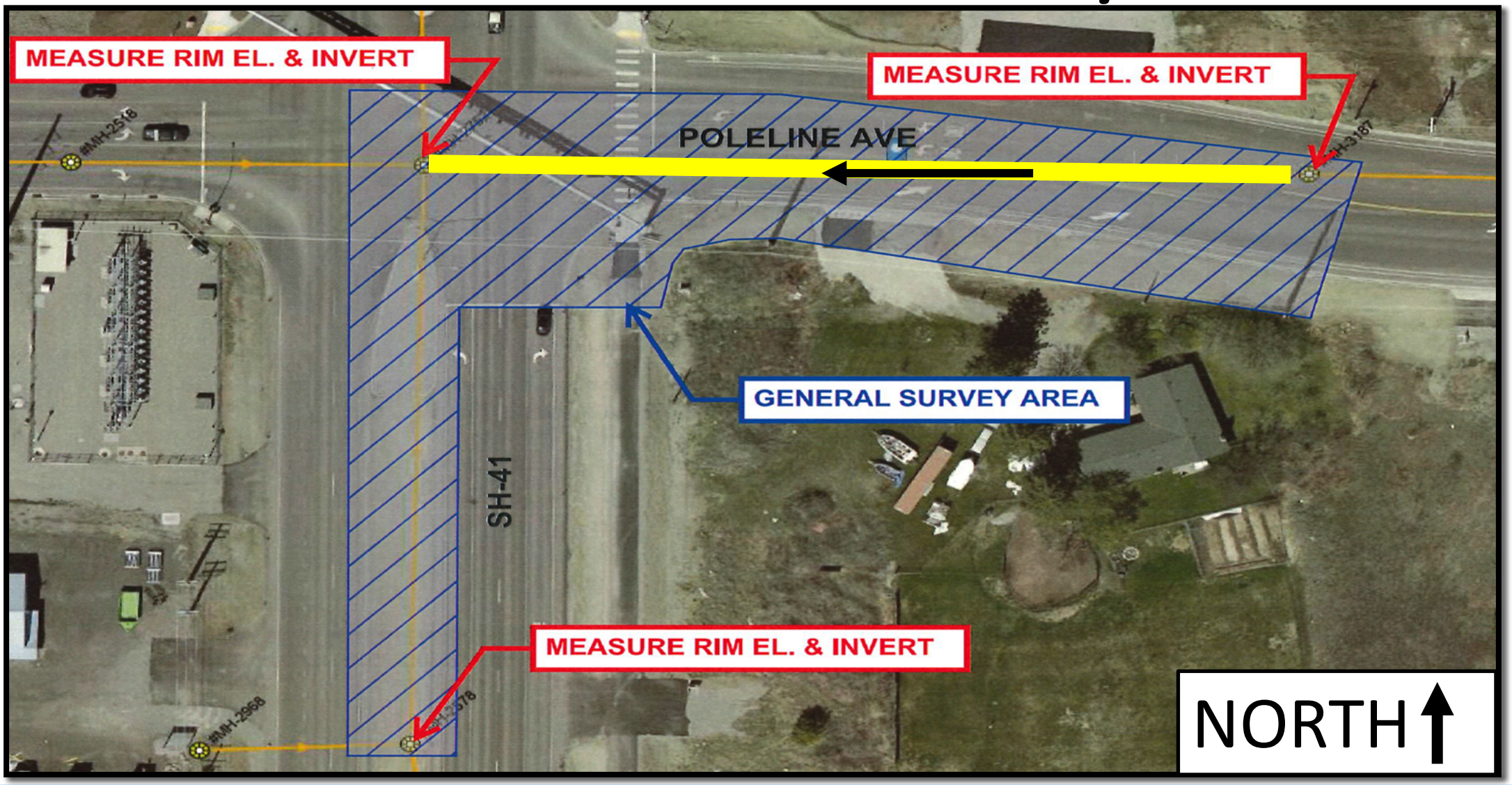
February 18, 2025

CITY OF POST FALLS

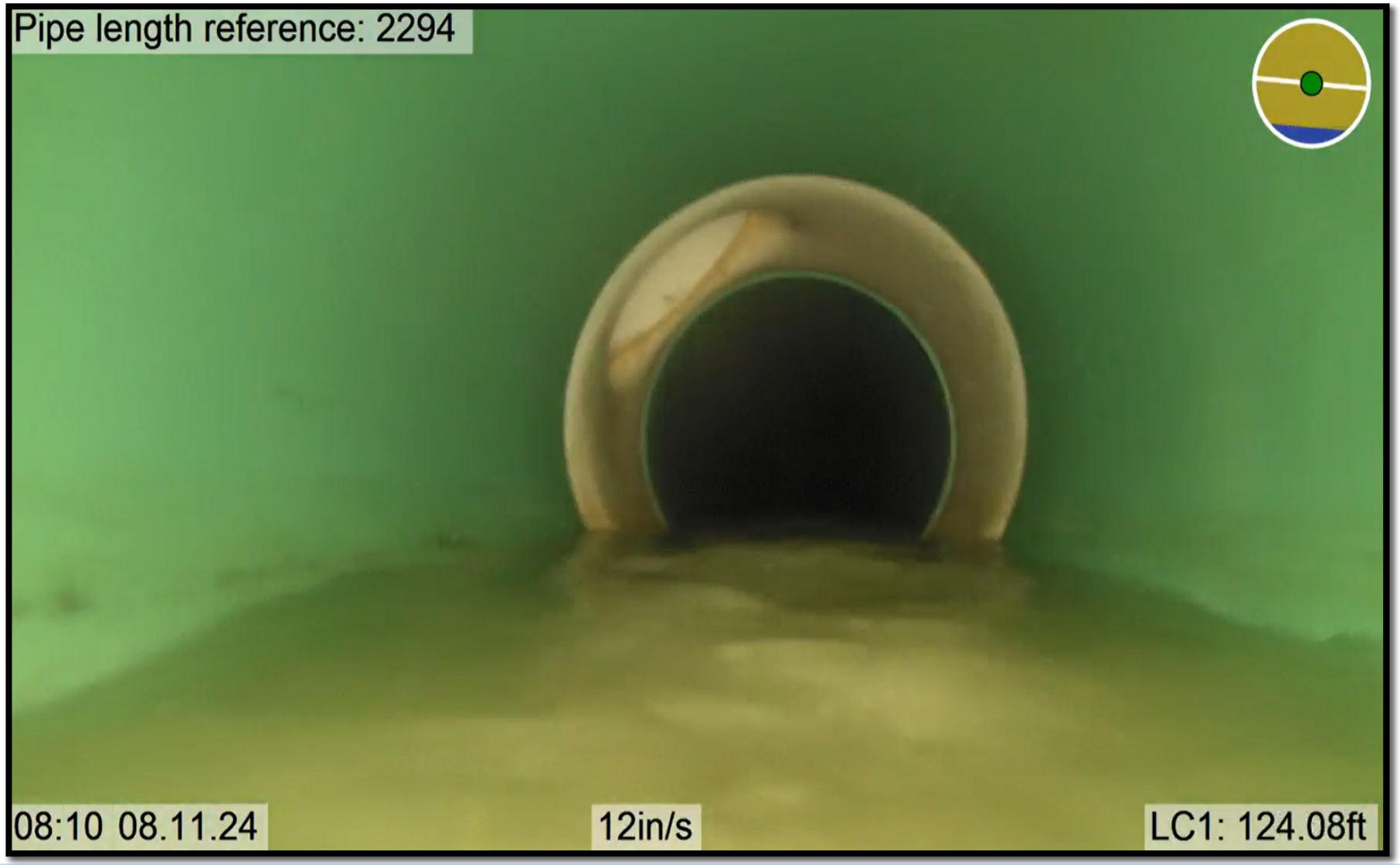
Project Background

- City Staff identified a deficiency in a section of existing pipe (~170’)
- Surcharging is occurring in the existing line, impacting flows upstream
- Compounding issue as wastewater flows increase

SH-41 and Poleline Gravity Sewer



Gravity Sewer

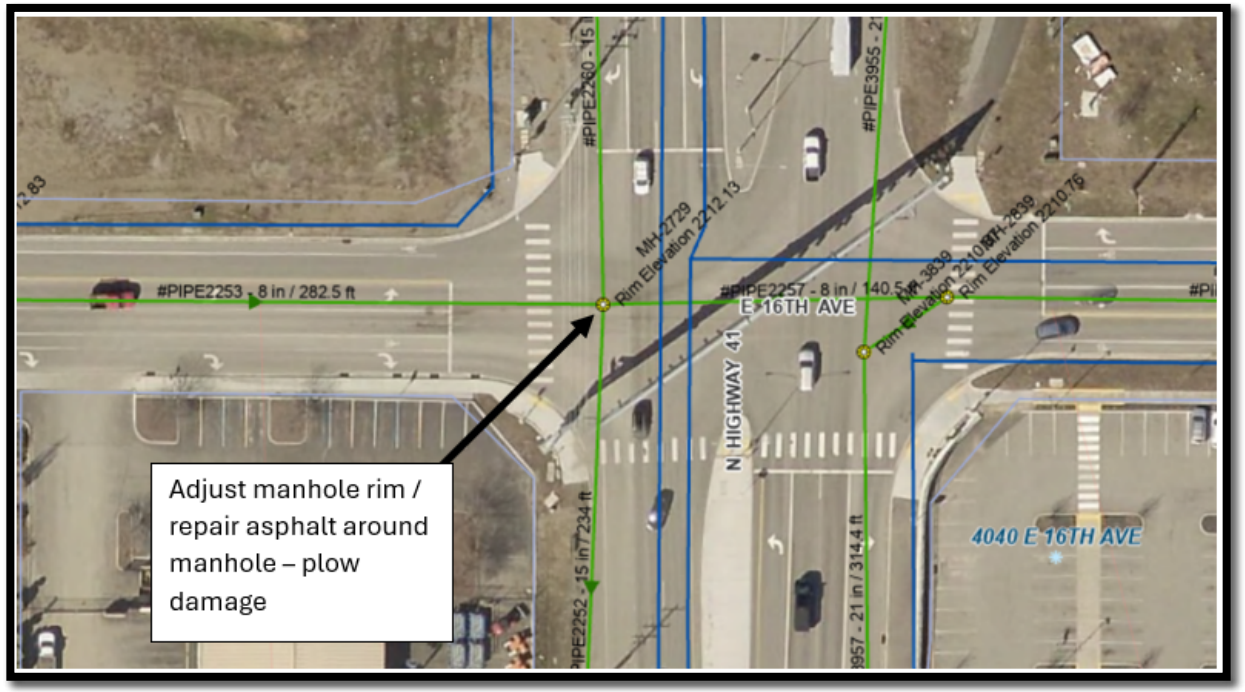


Ardurra Consulting Engineers

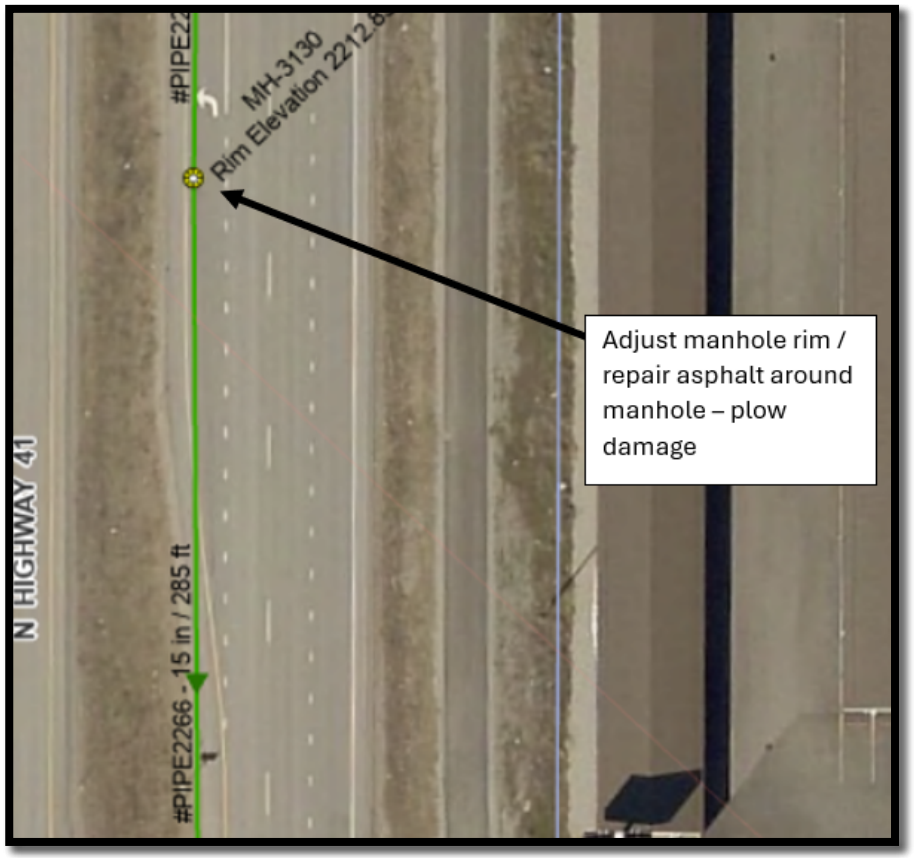
- Contract Provides:
  - Design and Engineering Services
  - Traffic Control plans and Project Phasing
  - Utility Coordination
  - Bidding Services

*Construction phase services may be added at future date

Utility Adjustments



SH-41 and 16th Avenue



SH-41 – South of Poleline Avenue

Financials

Topographic Survey Services (Authorized Dec 2024)
$8,088

Engineering and Design Services $60,663

Contract Total
$68,751

- Staff requests a $6,000 contingency
- Total request tonight: $66,663.
- Budgeted and funded through the Collections System Capital Fund: 650-466.3221.68400

Next Steps

- Develop contract documents for construction bidding
- Priority project for the 2025 Construction Season

Questions

CITY OF POSTFALLS