



**CITY COUNCIL
MEETING AGENDA**

**March 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. Facilities Plan Implementation Update

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. Red Cross Month Proclamation
- b. 2024 Urban Renewal Agency Annual Report

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 18th, 2025
- b. Minutes – February 19th, 2025, Special City Council Workshop
- c. Payables 2/19/25-3/5/25
- d. Bogie Subdivision Master Development Agreement (SUBD-24-1)
- e. Long Range Financial Planning Agreement with FCS
- f. Department Head Recruitment Contract with Prothman

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. Warren Field Park Vacation File No. VAC-24-2
- b. Gabrio Estates Duplexes Zone Change File No. ZC-24-2

3. 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.

4. 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. Spokane Street Rehabilitation, Contract Amendment with Welch Comer Engineers
- b. Spokane Street Rehabilitation, Contract Contingency with Interstate Concrete and Asphalt
- c. City of Post Falls Parade Code

5. 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. Ross Point Road Cycle Track - Professional Services Agreement
- b. Prairie Trail Crossing (KN 35398) License to use real property with Post Falls Highway District
- c. Prairie Trail - Borrow Pit and Trail Design, Zorros to SH41

6. 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.

7. 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.

8. 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.

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.

**CITY OF POST FALLS
AGENDA REPORT**
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 3/4/2025

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham, Public Works Director
SUBJECT: Facilities Plan Implementation Update

ITEM AND RECOMMENDED ACTION:

Staff will present an update on the implementation of the 2021 Facilities Plan

DISCUSSION:

Agenda:

2021 Facilities Needs Assessment (10 min)

Progress and Financial Updates (10 min)

Current Efforts/Recommendations (10 min)

Questions and Discussion (10 min)

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. Facilities Plan Implementation 021825 Update

Facilities Plan Implementation Update

City Council Workshop

March 4, 2025

John Beacham

Public Works Director

Agenda

- 2021 Facilities Needs Assessment
- Progress and Financial Updates
- Current Efforts/Recommendations
- Questions and Discussion

2021 Facilities Needs Assessment

- Reviewed existing facilities
- Reviewed growth projections
- Identified deficiencies and action plan
- Developed financial plan
 - \$98M in improvements over 20 years (2021)



CITY OF POST FALLS
DECEMBER 2021

Facilities Needs Assessment

Key Findings

- Land Purchases Needed
 - Police Department
 - Public Works Operations Center
- City Hall
 - Remodel for office space capacity
 - Future remodels needed as well

Facilities Needs Assessment

Key Findings

- Parks
 - Located at Black Bay Park in old Public Works shop
 - New admin building needed (currently within shop)
 - Improvements needed to operations yard
- Police
 - Expansion/renovation needed
 - Parking expansion needed

Facilities Needs Assessment

Key Findings

- Public Works
 - Streets/Fleet using leased facility
 - Streets/Fleet admin area needs interim improvement
 - Water/Wastewater admin area needs interim improvement
 - Streets, Fleet, Water, potentially Wastewater to relocate to Public Works Operations Center

Facilities Needs Assessment

Baseline Financial

- Funding plan was a large down payment and then annual contributions
 - \$500,000 in FY23, adding \$120,000 per year
- Project costs have increased as has inflation
- Project needs remain
- New opportunities exist

Facilities Needs Assessment

Baseline Financial

- Completing projects ahead of plan saves on escalation costs
 - \$45+M in projects beyond 2027
 - At 4% escalation, \$1.8M in cost increases each year
- Financial “tipping point” is need is to build PD expansion in approximately two years

Baseline Financial

LEGEND

- Police
- Public Works
- Parks M&O
- City Hall

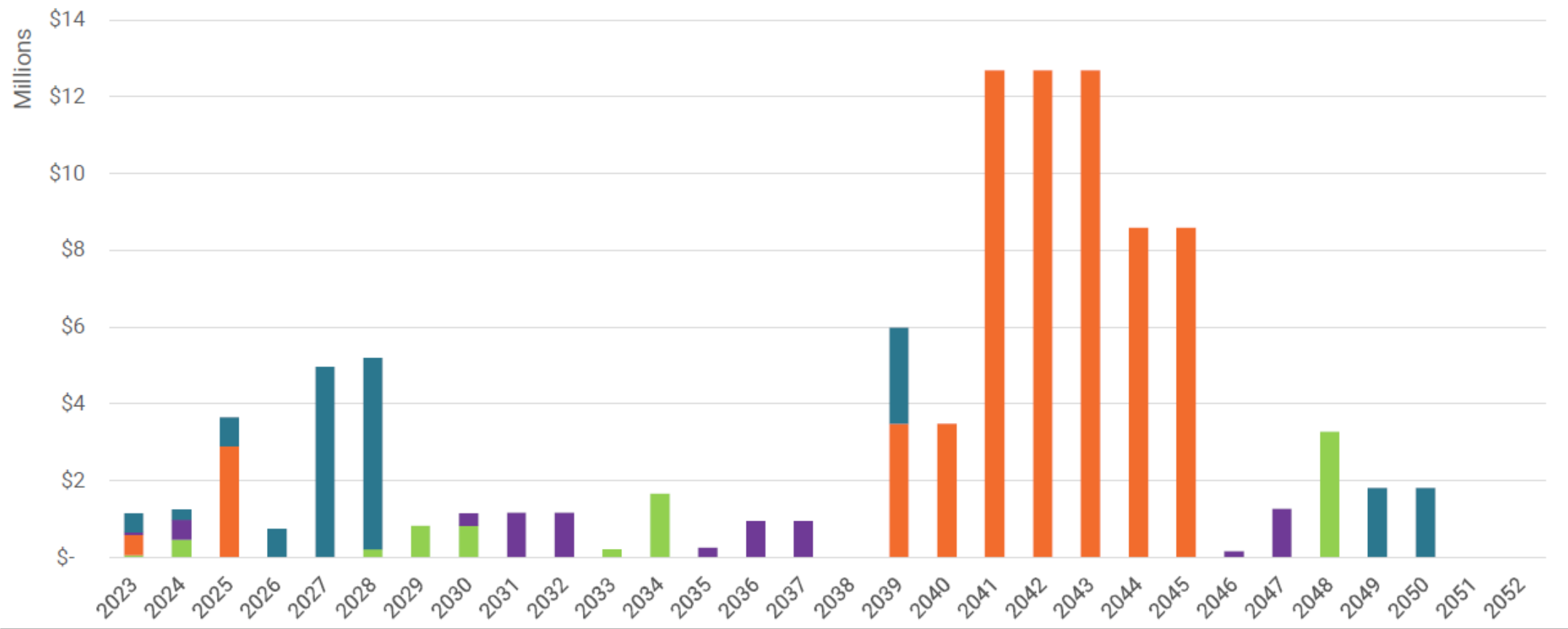
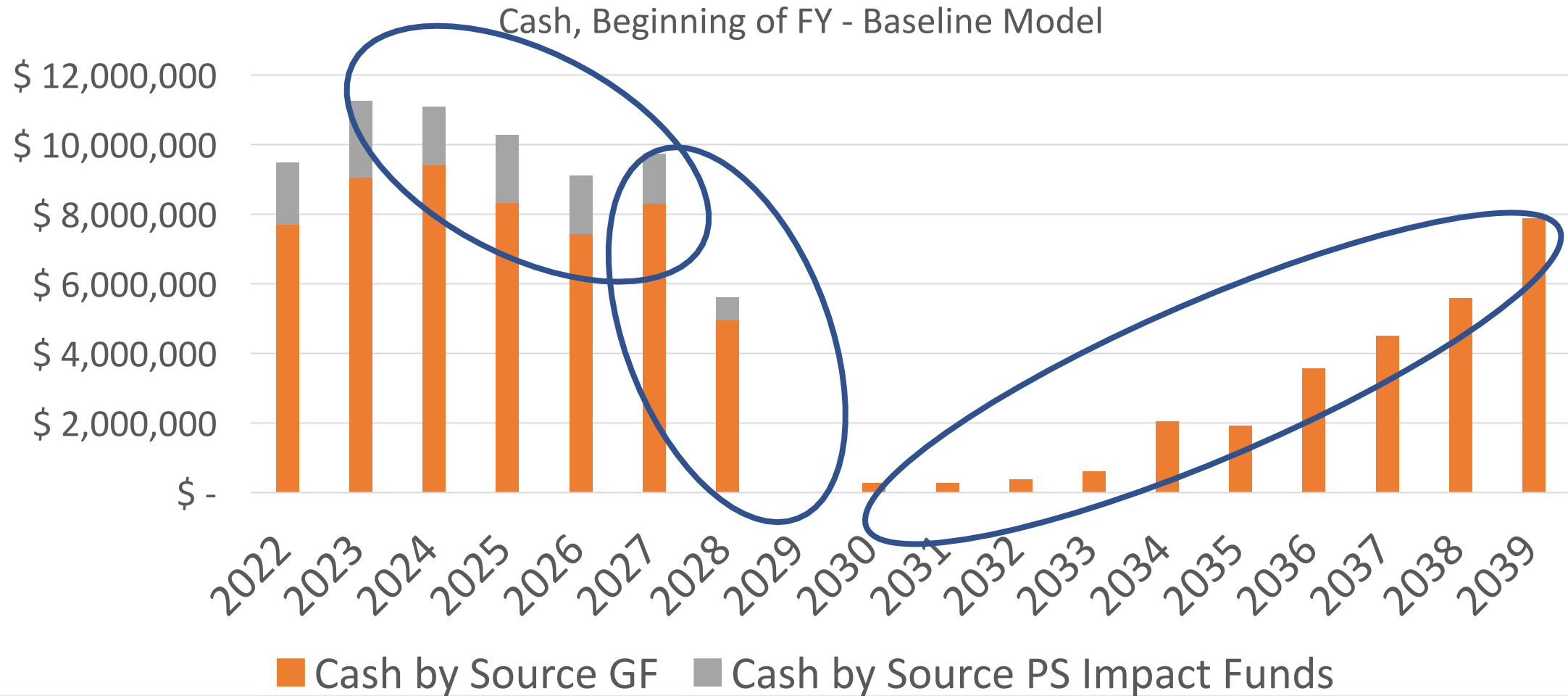


FIGURE 96. RECOMMENDED SPENDING 2023-2052
Costs are escalated to year of construction

Baseline Financial



Progress and Updates



Facilities Needs Assessment 2021 Five-Year To-Do List

- Buy Land Police Department
- Police Locker Room Renovation
- Buy Land Public Works Operations Center
- Streets/Fleet Interim Improvements
- Streets Covered Bulk Storage
- Update Public Safety Impact Fee
- Water/Wastewater Interim Improvements
- City Hall Office Space Remodel
- Parks Covered Parking
- Parks Improvements to Operations Yard

Facilities Needs Assessment Five-Year To-Do List

- ~~Buy Land Police Department~~
- Police Locker Room Renovation
- ~~Update Public Safety Impact Fee~~
- ~~Buy Land Public Works Operations Center~~
- Streets/Fleet Interim Improvements
- ~~Streets Covered Bulk Storage~~
- Water/Wastewater Interim Improvements
- ~~City Hall Office Space Remodel~~
- ~~Parks Covered Parking~~
- Parks Improvements to Operations Yard



- ~~Done~~
- In Progress
- Not Started

Facilities Needs Assessment Five-Year To-Do List

- ~~Buy Land Police Department~~
- **Police Locker Room Renovation**
- ~~Update Public Safety Impact Fee~~
- ~~Buy Land Public Works Operations Center~~
- **Streets/Fleet Interim Improvements**
- ~~Streets Covered Bulk Storage~~
- **Water/Wastewater Interim Improvements**
- ~~City Hall Office Space Remodel~~
- ~~Parks Covered Parking~~
- **Parks Improvements to Operations Yard**

Current Plan:

Combine with future
Expansion/Renovation

• ~~Done~~

• **In Progress**

• **Not Started**

Facilities Needs Assessment Five-Year To-Do List

- ~~Buy Land Police Department~~
- Police Locker Room Renovation
- ~~Update Public Safety Impact Fee~~
- ~~Buy Land Public Works Operations Center~~
- Streets/Fleet Interim Improvements
- ~~Streets Covered Bulk Storage~~
- Water/Wastewater Interim Improvements
- ~~City Hall Office Space Remodel~~
- ~~Parks Covered Parking~~
- Parks Improvements to Operations Yard

Current Plan:

Cost Prohibitive

Omit project, build operations center instead

• ~~Done~~

• In Progress

• Not Started

Facilities Needs Assessment Five-Year To-Do List

- ~~Buy Land Police Department~~
- Police Locker Room Renovation
- ~~Update Public Safety Impact Fee~~
- ~~Buy Land Public Works Operations Center~~
- Streets/Fleet Interim Improvements
- ~~Streets Covered Bulk Storage~~
- Water/Wastewater Interim Improvements
- ~~City Hall Office Space Remodel~~
- ~~Parks Covered Parking~~
- Parks Improvements to Operations Yard

Current Plan:

Modify to reflect Water Division relocation to Operations Center

• ~~Done~~

• In Progress

• Not Started

Facilities Needs Assessment Five-Year To-Do List

- ~~Buy Land Police Department~~
- Police Locker Room Renovation
- ~~Update Public Safety Impact Fee~~
- ~~Buy Land Public Works Operations Center~~
- Streets/Fleet Interim Improvements
- ~~Streets Covered Bulk Storage~~
- Water/Wastewater Interim Improvements
- ~~City Hall Office Space Remodel~~
- ~~Parks Covered Parking~~
- Parks Improvements to Operations Yard

Current Plan:
Under design

- ~~Done~~
- In Progress
- Not Started

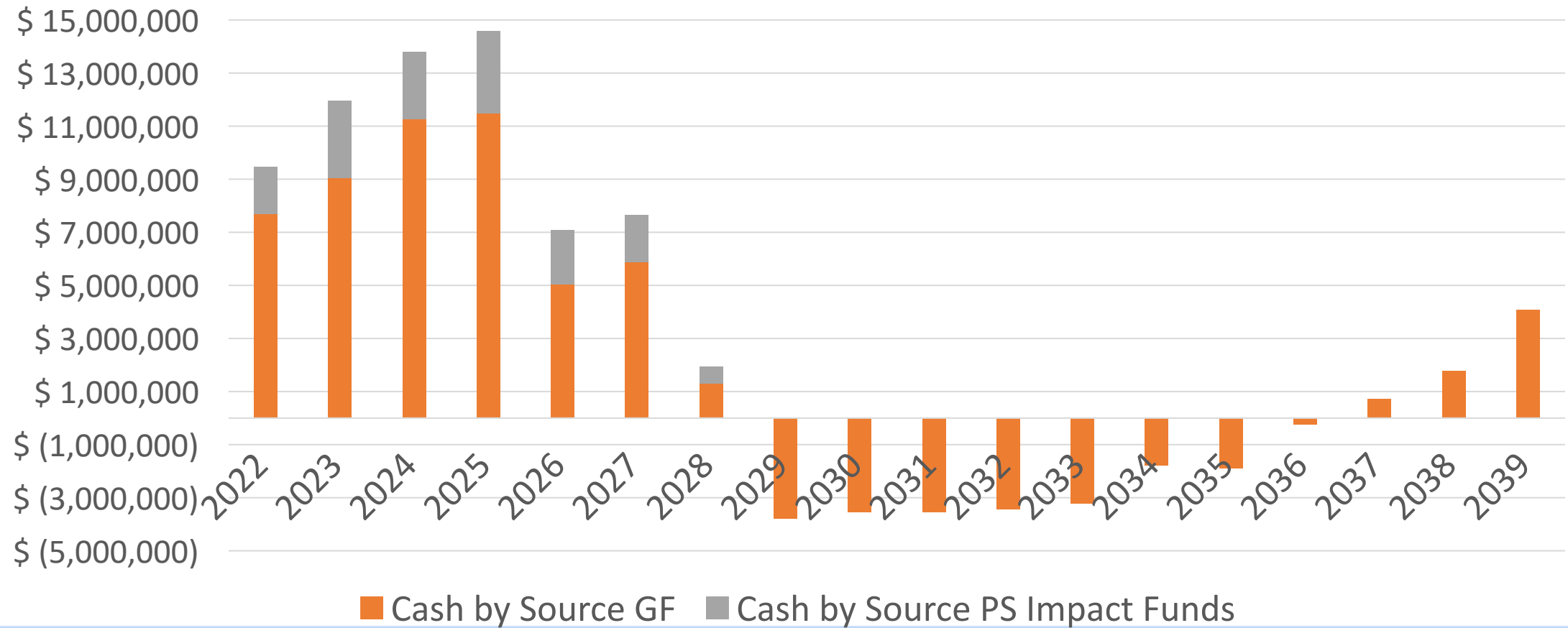
Financial Update

Project	Planned	Complete	FNA Cost*	Projected FNA Cost	Actual Cost	Funding Source
Buy Land Police Department	2023	2023	\$400,000	\$479,718	\$1,000,000	ARPA
Buy Land Public Works Operations Center	2023	2022	\$500,000	\$534,668	\$608,000	ARPA
Streets Covered Bulk Storage	2025	2023	\$600,000	\$687,806	\$213,918	General Fund
City Hall Office Space Remodel	2023, 2030*	2025	\$1,752,000	\$2,310,360	\$1,260,049	Facilities Fund
Parks Covered Parking	2024	2024	\$258,005	\$288,835	\$184,000	General Fund
Total			\$3,510,005	\$4,301,387	\$3,265,967	
	*Part of 2030 Project Done Early		*2021 Dollars			

Key Changes/Decisions

- Streets remodel is cost prohibitive, build Operations Center sooner
- Parks will require sitework before expansion
- Police Parking is needed sooner than indicated
 - Impact fees due for spending
- Additional revenue secured at end of fiscal years and through ARPA

Updated Financial Model



Updated Financial Model Summary

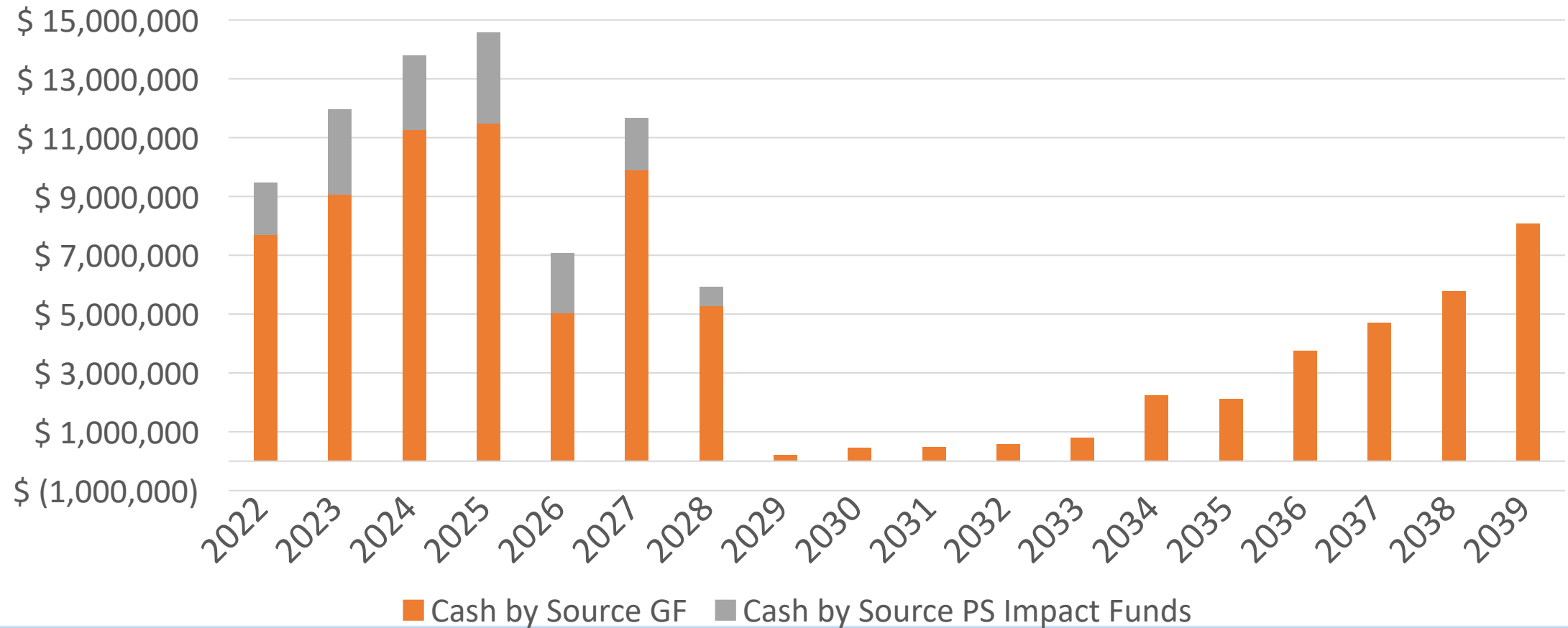
- Shortfall of about \$4M in at key point in 2029.
- Projects moved to occur earlier
- Costs have increased faster than expected
- Revenues have accumulated earlier

Funding Gap Solutions

- Continue to reserve year end revenue
- Transfer from Vehicle Replacement Account
 - One-time \$4M transfer would not negatively impact program
- Continue to seek cost-saving opportunities

Funding Gap Solutions

Example with \$4M transfer in FY26



Current Efforts and Recommendations

- Parks Maintenance Site Improvements
- PD Parking Lot
- Public Works Operations Center

Parks Maintenance Site Improvements

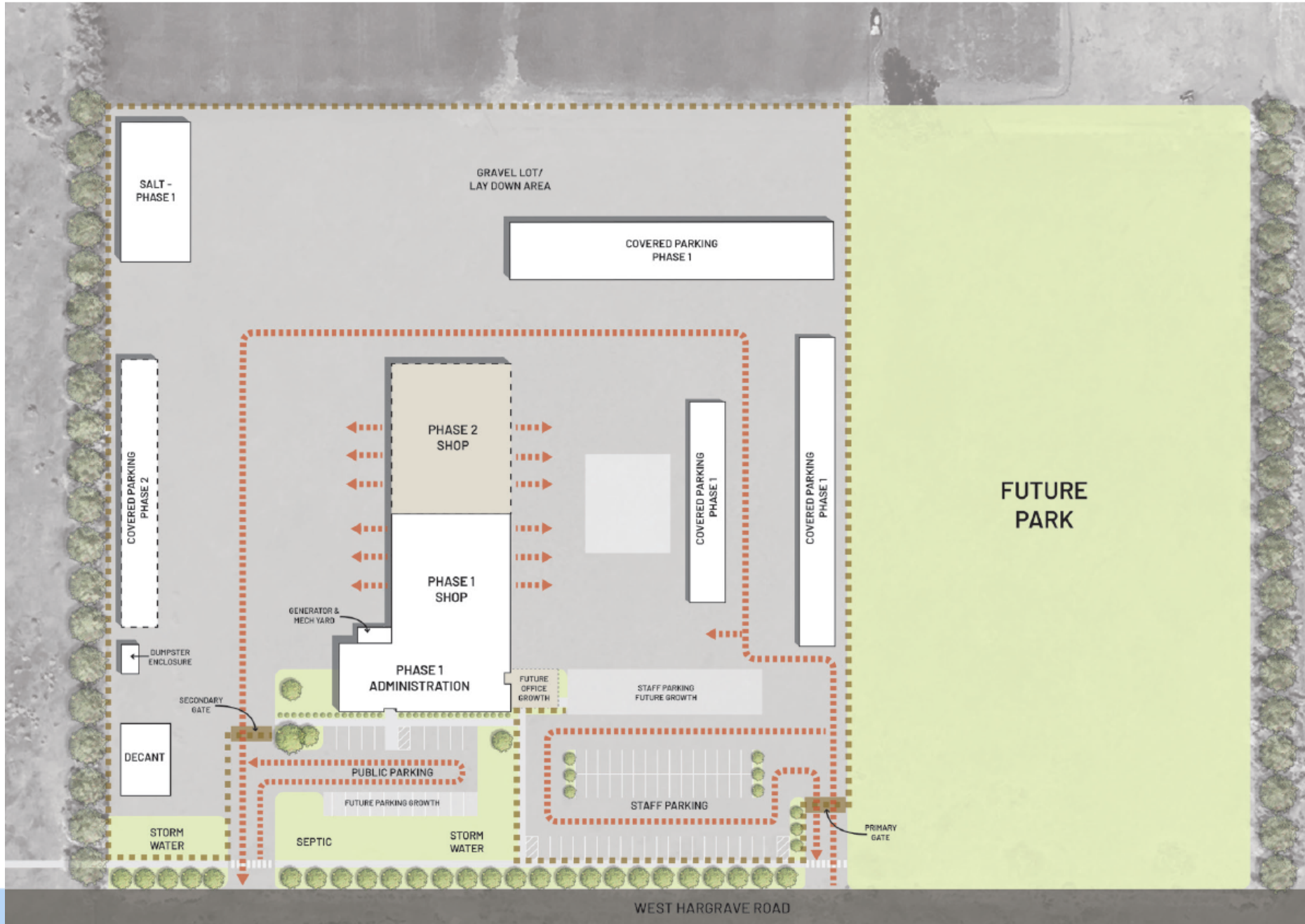
- In FY25 Budget
- Design complete, engineer estimate above fiscal year budget
- Recommendation: Adjust budget, construct

Police Parking Lot

- Eligible for use of Public Safety Impact Fees
- Provides additional parking for visitors, secure lot for use by Police
- Facilitates needs of future expansion of PD admin building
- Recommendation: Design and construct

Public Works Operations Center

- Feasibility Study nearly complete
 - Cost estimates align with Facilities Needs Assessment
- Design/Construction in FY25 Budget
- Phased Approach
 - Phase 1: Streets, Water, Admin
 - Phase 2: Fleet
 - Combine with phase 1 if funding allows
 - Additional Site Development future phases





Public Works Operations Center

- Highlights

- Relocates Water Division
- Relocates Streets Division
 - Heated parking
- Consolidates PW Administration
- Significant improvements to crew space

Begin with the end in mind

Public Works Operations Center

- Recommendations:
 - Complete Feasibility Analysis
 - “Go/No Go” Decision
 - Design in FY25
 - Construct as much as funding allows

Financial Recommendations

- Construct necessary facilities when funding is available
 - Avoid future inflated prices
- Continue increasing annual funding of Facilities Fund
- Continue annually allocating a portion of unspent funds to fund future projects
- Continue to seek opportunities for additional revenue and savings

Questions and Discussion





Proclamation

Red Cross Month

Whereas, in congruence with the tradition of recognizing and celebrating the service provide to the people of the United States of America by the American Red Cross, which was instituted by President Franklin D Roosevelt in 1943 an continues by our nation's leaders today; and

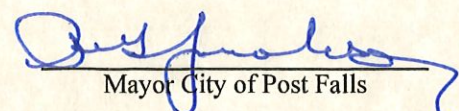
Whereas, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross, the founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering; and

Whereas, the American Red Cross has been serving the Greater Inland Northwest through kindhearted individuals in our community to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises; and

Whereas, the American Red Cross, through its dedicated network of volunteers, donors and partners, will continue to respond to challenges at home and abroad with compassion and generosity, ensuring that help and hope is available to all who turn to the American Red Cross during their time of need; and

Now, therefore, I, Mayor Ronald G. Jacobson, by virtue of the authority vested in me by the laws of Post Falls, Idaho, do hereby proclaim March 2025 as Red Cross Month. I encourage all citizens of Post Falls to reach out and support its humanitarian mission.

Dated this 4 of March, 2025.


Mayor City of Post Falls



To: Mayor & City Council, Post Falls, Idaho

From: Jamé Davis, Chairman, Post Falls Urban Renewal Commission
Joseph Johns, Post Falls Urban Renewal Executive Director

Re: Post Falls Urban Renewal Agency 2024 Annual Report

In accordance with annual reporting provisions of Idaho Code, Section 50-2006(5)(c), we are pleased to present the following report for the Post Falls Urban Renewal Agency activities for the period of January 1, 2024 through December 31, 2024.

The mission of the Post Falls Urban Renewal Agency is to encourage sound economic and community improvement that enhances the overall quality of life in Post Falls by:

- Providing infrastructure
- Attracting jobs
- Enhancing citizen safety and health

The Agency was created in 1991 by Resolution 91-11 of the City of Post Falls, and occupies office space in the Chamber of Commerce Building, 201 E 4th Ave, Post Falls. Monthly meetings are held on the 3rd Thursday of each month in the City Hall Council Chambers. Most Agency activities fall under the oversight of three committees, each consisting of three assigned Commissioners, which meet as necessary. These committees are the Finance & Policy Committee, the District Review Committee, and the Communications, Property & Personnel Committee. Commission Workshops are held on an "as needed" basis for the purpose of reviewing and discussing activities of the Agency and upcoming Agenda items with all the Commissioners as opposed to individual committee meetings.

The 2024 Officers of the Post Falls Urban Renewal Commission:

- Jamé Davis, Chairman
- Christi Fleischman, Vice-Chair
- Len Crosby, Treasurer

During the period of January 1, 2024 through December 31, 2024 the Post Falls Urban Renewal Agency administered three active Urban Renewal Districts (URDs): Post Falls Technology District, Downtown District and Pleasant View District.

Calendar Year 2024 Activities – Urban Renewal Districts:

Post Falls Technology Urban Renewal District

The District Proponent, Beyond Green, Inc., engaged in the construction of the Zorros Road, north of the Prairie Ave. roundabout as well as additional rights-of-way within the Prairie Crossing subdivision. No requests for reimbursement of public infrastructure costs to-date have been made by the proponent. Increment tax remittances received from Kootenai County totaled \$874,764.15 resulting in a district fund balance of \$1,734,031.74 as of December 31, 2024 for the reimbursement of approved project costs.

Pleasant View Urban Renewal District

The District Proponent is the City of Post Falls. Anticipated development the necessary public infrastructure along Pleasant View Road was put on hold by the primary commercial/industrial property owner desiring to relocate into the district. The City of Post Falls is in the process of considering infrastructure development options for the purpose of facilitating smaller proposed development projects in the district. Increment tax remittances received from Kootenai County totaled \$11,030.05 resulting in a district fund balance of \$-62,689.68 as of December 31, 2024 for the reimbursement of approved project costs. This reported balance takes into consideration the Agency's Annual Administrative Fee, as provided for in Agency Policy #15, which may be treated as a cost that is eligible to be reimbursed from tax increment funds received in the future.

Downtown Urban Renewal District

The District Proponent is the City of Post Falls. Construction of public infrastructure associated with the Millworx and North Mill One subdivisions continued throughout the year, including the Idaho Ave/4th Ave roundabout, Idaho Ave extension south of 4th Ave, portions of Post Ave and Lincoln Ave with adjoining frontage improvements. The Owner Participation Agreement between the Agency and A&A Construction and Development, Inc., was amended several times. First, to include updated cost figures, soft costs and a public art component, as provided for in the District Plan. Second, to extend the "Agency Funded Public Improvements" completion date to January 1, 2029, and to acknowledge A&A's agreement to participate in the Agency's Minor Projects Program. The Minor Projects Program received Commission approval on October 17, 2024, as part of Agency Policy #7 – Reimbursement from Tax Increment. A second Request for Reimbursement of construction costs totaling \$2,422,418 was received in late December and is in the agency's review process. Additional non-URA related development throughout the district continued to grow the increment value. Increment tax remittances received from Kootenai County totaled \$639,758.59. Reimbursements to district participants totaled \$1,048,691.29 resulting in a district fund balance of \$37,474.10.80 as of December 31, 2024 for the reimbursement of approved project costs.

Calendar Year 2024 Activities – Administrative Activity:

Order of Approval. A&A Construction and Development, Inc. Reimbursement of Participant expenditures in the amount of \$6,035,511.02 to be paid from tax increment revenues in the Downtown Urban Renewal District, as the become available to the Agency and in accordance with Agency Policies. Approved February 15, 2024.

Owner Participation Agreement, Second Addendum. A&A Construction and Development, Inc. Approved July 18, 2024.

Agency Policy #7. Reimbursement from Tax Increment. Amended to provide for the reimbursement of minor projects selected and approved by the Agency that promote District Plan objectives and are authorized by such Plan, not to exceed fifteen percent (15%) of the tax increment funds that have been received annually from the District and not to exceed a maximum reserved balance of \$250,000. An approved minor project is eligible for maximum total increment tax reimbursement of \$250,000. Approved July 18, 2024.

Resolution 2024-01. A Resolution of the Post Falls Urban Renewal Agency, making findings concerning a budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, and adopting said budget. Approved August 15, 2024.

Agency Policy #7, Fourth Addendum. Reimbursement from Tax Increment. The purpose of this addendum is to provide specificity regarding how the minor project program will be implemented. Approved October 17, 2024.

Owner Participation Agreement, Third Addendum. A&A Construction and Development, Inc. Approved November 21, 2024.

Financial Information as required by Idaho Code 67-1076(2)(b),(c):

- FY2025 Budget. Resolution 2024-01; Budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025. Attached.
- Unaudited Comparison of FY2024 Budget to Actual Revenues & Expenditures. Attached.
- Date of last independent audit: January 30, 2025. [Attached](#).

Resolution No. 2024 – 1

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, MAKING FINDINGS CONCERNING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND ADOPTING SAID BUDGET.

WHEREAS the Post Falls Urban Renewal Agency is an Idaho urban renewal agency formed pursuant to Idaho Code § 50-2006, and

WHEREAS Idaho Code §§ 50-2006(d) and 50-2903(5) require that an Idaho urban renewal agency compile an annual budget estimating expenses and revenues for the following fiscal year of the agency for submission to the local governing body, and

WHEREAS Idaho Code § 50-2006(d) requires an Idaho urban renewal agency to have the same fiscal year as a municipality, and

WHEREAS Idaho Code § 50-1001 provides that the fiscal year for a municipality begins on the first day of October.

NOW THEREFORE, BE IT RESOLVED BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. That the Agency makes the following findings of fact:

- a. That the estimated revenues of the Agency for the period October 1, 2024 to September 30, 2025, are described in Exhibit A, attached hereto and incorporated by reference herein.
- b. That the estimated expenses of the Agency for the period October 1, 2024 to September 30, 2025, are described in Exhibit A, attached hereto and incorporated by reference herein.

Section 2. That the Agency does hereby adopt Exhibit A as its fiscal year budget for the period October 1, 2024 to September 30, 2025, and does hereby tender a copy of said budget to the Post Falls City Council. Pursuant to Idaho Code § 67-1076(2)(b)(i), the budget shall also be submitted to the Local Governing Entities Central Registry by December 1, 2024.

PASSED by the Post Falls Urban Renewal Agency Commission at its regularly scheduled meeting on August 15, 2024.



Christi Fleischman, Vice-Chair

2025 OPERATING BUDGET - POST FALLS URBAN RENEWAL AGENCY
Exhibit "A"

	Actual FY 2023	Budget FY 2024	Budget FY 2025
REVENUES:			
Tax Increment			
Center Point District	\$ 625,555	\$ -	\$ -
East Post Falls District	\$ 3,641,359	\$ -	\$ -
Post Falls Technology District	\$ 521,384	\$ 864,374	\$ 1,128,562
Downtown District	\$ 512,359	\$ 652,518	\$ 750,361
Pleasant View District	\$ 1,280	\$ 11,777	\$ 12,400
Other Income	\$ 203,151	\$ -	\$ -
Transfer from General Fund	\$ -	\$ 56,259	\$ 34,386
Interest Income	\$ 148,254	\$ 39,000	\$ 69,600
TOTAL REVENUES:	\$ 5,653,342	\$ 1,623,928	\$ 1,995,308
Carryover (East Post Falls)	\$ 1,889,065	\$ -	\$ -
Carryover (Center Point)	\$ 915,705	\$ -	\$ -
Carryover (Post Falls Technology)	\$ 364,539	\$ 860,333	\$ 1,746,768
Carryover (Downtown)	\$ -	\$ 459,327	\$ -
Carryover (Pleasant View)	\$ -	\$ -	\$ -
TOTAL FUNDS	\$ 8,822,651	\$ 2,943,588	\$ 3,742,076
EXPENDITURES:			
Proponent Reimbursement			
Center Point District	\$ 1,541,260	\$ -	\$ -
East Post Falls District	\$ 1,886,774	\$ -	\$ -
Post Falls Technology District	\$ -	\$ 1,699,707	\$ 2,850,330
Downtown District	\$ -	\$ 1,086,845	\$ 725,361
Pleasant View District	\$ -	\$ 11,777	\$ 12,400
Designated Funds East Post Falls	\$ 3,718,650	\$ -	\$ -
Designated Funds Center Point	\$ -	\$ -	\$ -
Debt Repayment	\$ -	\$ -	\$ -
Interest Expense	\$ -	\$ -	\$ -
Sub-Total Proponent	\$ 7,146,684	\$ 2,798,329	\$ 3,588,080
Agency Operating Expenses			
Audit	\$ 8,750	\$ 8,750	\$ 12,500
Legal Advertising	\$ 498	\$ 900	\$ 900
Employee Wages	\$ 55,240	\$ 57,330	\$ 59,046
FICA	\$ 4,360	\$ 4,386	\$ 4,517
SUTA	\$ 100	\$ 120	\$ 166
PERSI	\$ 6,984	\$ 6,408	\$ 7,062
Health Benefit	\$ -	\$ 8,400	\$ 8,400
Engineering Services	\$ 6,400	\$ 9,600	\$ 9,600
Contract Legal Services	\$ 9,975	\$ 25,000	\$ 25,000
Other Contract Services	\$ -	\$ 1,000	\$ 1,000
Insurance	\$ 3,009	\$ 3,713	\$ 4,375
Marketing and Education	\$ -	\$ -	\$ 3,000
Dues and Memberships	\$ 800	\$ 800	\$ 850
Computer Repair and Maintenance	\$ 480	\$ 585	\$ 330
Computer Software	\$ 779	\$ 829	\$ 1,272
Office Equipment	\$ -	\$ 1,900	\$ 300
Office Supplies	\$ 324	\$ 375	\$ 425
Postage & Shipping	\$ 75	\$ 63	\$ 73
Printing & Copying	\$ 252	\$ 300	\$ 300
Rent - Space & Equipment	\$ 7,990	\$ 7,990	\$ 7,990
Telephone and Internet	\$ 767	\$ 320	\$ 240
Meetings	\$ 325	\$ 240	\$ 390
Website Design, Hosting and Maint.	\$ 2,929	\$ 1,250	\$ 1,250
Contingency	\$ -	\$ 5,000	\$ 5,000
General Fund Carryover	\$ -	\$ -	\$ -
Sub-Total Agency	\$ 110,037	\$ 145,259	\$ 153,986
Total Expenditures	\$ 7,256,721	\$ 2,943,588	\$ 3,742,076

POST FALLS URBAN RENEWAL AGENCY			
UNAUDITED COMPARISON - FY 2024 BUDGET TO ACTUAL			
		Approved	
		Budget	Actual
		FY 2024	FY 2024
REVENUES:			
	Tax Increment		
	Center Point District	\$ -	\$ -
	East Post Falls District	\$ -	\$ -
	Post Falls Technology District	\$ 864,374	\$ 887,662
	Downtown District	\$ 652,518	\$ 613,309
	Pleasant View District	\$ 11,777	\$ 11,030
	Other Income	\$ -	\$ -
	General Fund Transfer	\$ 56,259	\$ -
	Interest Income	\$ 39,000	\$ 146,802
	TOTAL REVENUES:	\$ 1,623,928	\$ 1,658,803
	Carryover (East Post Falls)	\$ -	\$ -
	Carryover (Center Point)	\$ -	\$ -
	Carryover (Post Falls Technology)	\$ 860,333	\$ 860,490
	Carryover (Downtown)	\$ 459,327	\$ 461,419
	Carryover (Pleasant View)	\$ -	\$ -
	TOTAL FUNDS AVAILABLE	\$ 2,943,588	\$ 2,980,712
EXPENDITURES:			
	Proponent Reimbursement		
	Center Point District	\$ -	\$ -
	East Post Falls District	\$ -	\$ -
	Post Falls Technology District	\$ 1,699,707	
	Downtown District	\$ 1,086,845	\$ 1,074,728
	Pleasant View District	\$ 11,777	\$ -
	Designated Funds (East Post Falls)	\$ -	\$ -
	Designated Funds (Center Point)	\$ -	\$ -
	Debt Repayment	\$ -	\$ -
	Interest Expense	\$ -	\$ -
	Sub-Total Proponent	\$ 2,798,329	\$ 1,074,728
	Agency Operating Expenses		
	1 Audit	\$ 8,750	\$ 10,290
	2 Legal Advertising	\$ 900	\$ 316
	3 Employee Wages	\$ 57,330	\$ 57,330
	4 FICA	\$ 4,386	\$ 4,385
	5 SUTA	\$ 120	\$ 139
	6 PERSI	\$ 6,408	\$ 6,484
	7 Health Benefit	\$ 8,400	\$ 7,246
	8 Engineering Services	\$ 9,600	\$ 4,000
	9 Contract Legal Services	\$ 25,000	\$ 5,650
	10 Other Contract Services	\$ 1,000	\$ -
	11 Insurance	\$ 3,713	\$ 4,375
	12 Marketing and Education Materials	\$ -	\$ -
	13 Dues and Memberships	\$ 800	\$ 850
	14 Computer Repair and Maintenance	\$ 585	\$ -
	15 Computer Software	\$ 829	\$ 1,267
	16 Office Equipment	\$ 1,900	\$ 1,514
	17 Office Supplies	\$ 375	\$ 218
	18 Postage & Shipping	\$ 63	\$ 66
	19 Printing & Copying	\$ 300	\$ 250
	20 Rent - Space & Equipment	\$ 7,990	\$ 7,990
	21 Telephone and Internet	\$ 320	\$ 384
	22 Meetings	\$ 240	\$ 145
	23 Website Design, Hosting and Maint.	\$ 1,250	\$ 350
	24 Contingency	\$ 5,000	\$ 300
	25 General Fund Carryover	\$ -	\$ -
	Sub-Total Agency	\$ 145,259	\$ 113,549
	Total Expenditures	\$ 2,943,588	\$ 1,188,277

**POST FALLS
URBAN RENEWAL AGENCY**

FINANCIAL AUDIT REPORTS AND STATEMENTS

**FOR THE YEAR ENDED
September 30, 2024**

Prepared by

ALPINE SUMMIT CPAs

TAX, ASSURANCE, ACCOUNTING, ADVISORY

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INDEPENDENT AUDITORS' REPORT

ALPINE SUMMIT^{CPAs}

TAX, ASSURANCE, ACCOUNTING, ADVISORY

INDEPENDENT AUDITORS' REPORT

Board of Commissioners
Post Falls Urban Renewal Agency
Post Falls, Idaho

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Post Falls Urban Renewal Agency, component unit of the City of Post Falls, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Post Falls Urban Renewal Agency as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Post Falls Urban Renewal Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Post Falls Urban Renewal Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

ALPINE SUMMIT^{CPAs}

Office (208) 777-1099 fax (208) 773-5108
1810 E Schneidmiller Ave #310
Post Falls, ID 83854

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Post Falls Urban Renewal Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Post Falls Urban Renewal Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of Agency's share of net pension liability, the schedule of Agency's contributions, and the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2025, on our consideration of Post Falls Urban Renewal Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Post Falls Urban Renewal Agency's internal control over financial reporting and compliance.

Alpine Summit CPAs

Alpine Summit CPAs
Post Falls, Idaho
January 30, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

This section of the Post Falls Urban Renewal Agency's financial report offers readers an overview and analysis of the Agency's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the Agency's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- Total fund balance for the Agency was \$3,004,296, see page 8 for breakdown
- The Agency's total net position was \$2,965,382.

OVERVIEW OF FINANCIAL STATEMENTS

The Agency's annual report has four parts: this letter providing management's discussion and analysis (pages 4 to 10); the audited government-wide financial statements (pages 11 to 12); the audited fund financial statements (pages 13 to 16); and the auditor's notes and required supplemental information (pages 17-35).

Government - Wide Financial Statements

The Agency's required format of government-wide financial statements provides the reader with a broad overview of the Post Falls Urban Renewal Agency's finances, using accounting methods similar to those used by private-sector businesses.

The Statement of Net Position presents all of the Agency's assets and liabilities, with the difference between the two reported as net position. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., property tax increment payments to be received in future periods).

The Post Falls Urban Renewal Agency's net position totals \$2,965,382 on September 30, 2024. The increase of \$514,062 in the Agency's net position is due primarily to property tax revenues exceeding proponent payments.

Post Falls Urban Renewal Agency's main assets include (99%) cash and short-term investments in the State Investment Pool.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

Below is a comparative summary of Post Falls Urban Renewal Agency's statement of net position:

Statement of Net Position

	<u>2024</u>	<u>2023</u>
ASSETS		
Cash and Investments	\$ 2,965,486	\$ 2,467,738
Other Assets	44,483	33,339
Total Assets	<u>3,009,969</u>	<u>2,501,077</u>
DEFERRED OUTFLOWS OF RESOURCES		
Pension plan	<u>12,018</u>	<u>22,815</u>
TOTAL ASSETS & DEFERRED OUTFLOWS OF RESOURCES	<u><u>3,021,987</u></u>	<u><u>2,523,892</u></u>
LIABILITIES		
Other Liabilities	5,673	15,451
Net Pension Liability	<u>43,477</u>	<u>50,638</u>
Total Liabilities	<u>49,150</u>	<u>66,089</u>
DEFERRED INFLOWS OF RESOURCES		
Pension plan	7,455	6,483
NET POSITION		
Unrestricted	<u>2,965,382</u>	<u>2,451,320</u>
TOTAL LIABILITIES & DEFERRED INFLOWS OF RESOURCES	<u><u>\$ 3,021,987</u></u>	<u><u>\$ 2,523,892</u></u>

In FY 2024, Agency revenues were to be used to initiate reimbursement of the proponent/developer obligation in the Downtown district, approved in February 2024.

In FY 2024, two of the Agency's three districts continued to experience ongoing construction and expansion of public improvements. In some instances, the costs of these improvements are still being reviewed and analyzed by the Agency. Such costs have been neither finalized nor approved by the Agency and, therefore, any additional proponent obligations had not yet been finalized by the end of fiscal year 2024. The Agency also anticipates receiving sufficient funds within future years from incremental property taxes generated by new commercial and industrial development in its districts, to repay all of its existing liabilities and continue its operations. Proponent obligation reimbursement is subject to the creation of new tax increment within each district from new business growth.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

The Statement of Changes in Net Position presents information showing how the Agency's net position changed during the most recent fiscal year; however, it is only one indicator of the Agency's financial position. To assess the overall health of the Agency, one needs to consider additional factors, such as changes in the property tax base from new developments being added to the tax rolls, plans for future development within the urban renewal districts created by the Post Falls City Council and administered by the Agency, the state of the area's economy, national economic trends and other factors.

Below is a comparative summary of Post Falls Urban Renewal Agency's statement of activities:

Changes in Net Position

	<u>2024</u>	<u>2023</u>
Revenues		
Property Taxes, levied for general purposes	\$ 1,532,631	\$ 5,138,707
Interest and Investment Earning	146,802	160,405
Penalties and Late Fees	-	218
Other Income	75,000	166,000
Total Revenues	<u>1,754,433</u>	<u>5,465,330</u>
Expenses		
Tax Increment Expenses	1,123,691	5,067,502
General Government	105,588	105,281
Pension Plan Expense (Income)	11,092	12,300
Total Expenditures	<u>1,240,371</u>	<u>5,185,083</u>
Change in Net Position	514,062	280,247
Net Position - October 1,	<u>2,451,320</u>	<u>2,171,073</u>
Net Position - September 30,	<u><u>\$2,965,382</u></u>	<u><u>\$2,451,320</u></u>

Government Activity Analysis

The majority of the revenue received by the Post Falls Urban Renewal Agency results from incremental increases in property values in its renewal districts resulting from new commercial and industrial development stimulated by public improvements and the extension of public utilities. The expenses of the Agency consist primarily of reimbursement of capital improvements consistent with the plan of development for each of its districts and the expenses associated with the operation and administration of the Agency.

The Agency adopts an annual budget for its administrative operations. The annual budget is reviewed at a public meeting after being published for citizen comment, and, upon approval by the Commissioners of the Agency, is forwarded to the Post Falls City Council.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

Fund Financial Statements

Fund financial statements indicate related accounts grouped to maintain control over resources that have been segregated for specific activities or objectives. The Post Falls Urban Renewal Agency, like state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful to the reader in evaluating the Agency's near-term financing requirements.

Because the focus of Agency funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the Agency with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Agency's near-term financing decisions. Both the Agency's balance sheet and its statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Agency funds and activities.

For cash management purposes the Post Falls Urban Renewal Agency maintains a deposit account at First Interstate Bank and the State of Idaho Local Government Investment Pool (LGIP), together with a savings account at ICCU. These accounts are as follows:

<u>First Interstate Bank</u>	<u>LGIP</u>	<u>ICCU</u>
Checking Account (ACH)	General Fund (ACH)	Savings Account
	Capital Improvements (ACH)	

All funds received for deposit, primarily Tax Increment checks, are deposited to a First Interstate Bank checking account, as that is an Automated Clearing House (ACH) account which is used to transfer funds to and receive monies from the LGIP General Fund and/or the LGIP Capital Improvements Fund (ACH) accounts. Funds retained in the LGIP General Fund represent the Agency's annual operating budget funds. The balance carried in the First Interstate Bank checking account also maintains the Agency operating budget balance. The LGIP Capital Improvements funds are used for proponent and project reimbursement typically on a semi-annual basis.

In order to attain a higher earnings rate, the Agency continues to monitor CD rates vs. the LGIP rate. At September 30, 2024 the LGIP rate was 5.16%, which is higher than what most financial institutions offered at that time. All Certificates of Deposit, when acquired by the Agency, are kept within the FDIC insurance limit of \$250,000.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

From a financial reporting standpoint, the Agency revenues and expenditures are disclosed as one fund as follows:

	<u>2024</u>	<u>2023</u>
Revenues		
Property Taxes	\$ 1,538,411	\$ 5,301,719
Administrative Charges to Districts	75,000	166,000
Other Revenues	146,802	160,623
Total Revenues	<u>1,760,213</u>	<u>5,628,342</u>
Expenditures		
Tax Increment Expenses	1,123,691	5,067,502
General Government	104,503	104,035
Debt Service - Principal	7,833	7,680
Debt Service - Interest	157	310
Total Expenditures	<u>1,236,184</u>	<u>5,179,527</u>
Excess (Deficiency) of Revenues Over Expenditures	524,029	448,815
Fund Balance - October 1,	<u>2,480,267</u>	<u>2,031,452</u>
Fund Balance - September 30,	<u><u>\$ 3,004,296</u></u>	<u><u>\$ 2,480,267</u></u>

The notes to the financial statements provide additional information essential to a full understanding of the data provided in the agency-wide and fund financial statements. Notes to the financial statements may be found on pages 17 to 29 of this report.

Financial Analysis of the Agency's Funds

As noted earlier, the Post Falls Urban Renewal Agency uses fund accounting to demonstrate and ensure compliance with finance related legal requirements.

Governmental Funds. The focus of the Post Falls Urban Renewal Agency governmental funds section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements.

Current fund balances are allocated as follows:

Non-spendable (Prepaid Expenses)	\$ 4,243
Committed (Technology, Downtown, Pleasant View)	1,689,204
Unassigned (Operating budget and Discretionary)	1,310,849
	<u><u>\$ 3,004,296</u></u>

At the end of fiscal year September 30, 2024, the Agency reported combined ending fund balances of \$3,004,296 an increase of \$524,029 over the prior.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

General Fund Budgetary Highlights

The general fund is used to fund the annual expenses of operating the Agency and administering the urban renewal districts for which it is responsible.

The total operating expenses for the fiscal year were \$112,493, which equates to \$32,766 under the fiscal year ending September 30, 2024 budget of \$145,259.

CAPITAL ASSETS AND DEBT ADMINISTRATION

During the fiscal year 2024, the Agency had no additions to capital assets.

Long-term Debt

At the end of September 30, 2024 the Post Falls Urban Renewal Agency had no outstanding debt.

ECONOMIC FACTORS AND CONDITIONS CONSIDERATION

- In-migration of new employers: Post Falls continues to be an increasingly attractive location for employers seeking to relocate from other areas and entrepreneurs seeking to start new businesses. The favorable business climate and the financial stability of the State of Idaho continues to attract immigration from other states. This trend is expected to continue however the State will need to continue to focus on education, workforce training and infrastructure to support growth.
- Expansion of revenue from incremental property taxes resulting from new industrial and commercial development in renewal districts: Tax increment resulting from those investments in several Urban Renewal districts is expanding as new buildings are being built.
- Continued improvement in Agency policies and procedures: The Agency continues to refine its policies and to add specificity to developer agreements which have resulted in smoother negotiations of capital project financial reimbursements. Agency Commissioners continue to closely examine actual benefits received from planned and approved infrastructure improvement expenses which the Agency is asked to reimburse, and are continuing to hold the Agency's developer partners and the Agency to a high standard of accountability for results against the goals envisioned in each district Plan
- Strengthening of internal controls: The Agency has adopted comprehensive policies governing conflict of interest, investment of revenues, and aggressive management of cash flow. It continues to improve the transparency of its operations and the manner and clarity of the monthly and annual reports it provides to the public regarding its activities.
- Annual administrative fee: Annual administrative fees are assessed against each of the operating urban renewal districts and are used to fund the operations of the Urban Renewal Commission. These fees have been set at \$25,000 per District per year, which continues the Commissions realistic approach to limiting the administrative burden in each of its Districts.

**POST FALLS URBAN RENEWAL AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024 (Continued)**

- Annual administrative fee (continued): Administrative fees are transferred to the General Fund which is used for the Agency's operational expenses. The Commission prides itself on its operational efficiency. The closure of multiple Urban Renewal Districts has reduced funding generated from administrative fees. The General Fund has a sufficient balance to offset this reduction in income for many years and sustain operations at current levels. As fee income is reduced due to the closing of urban renewal districts, the Commission plans to draw down on the General Fund, as needed, to fund operating expenses. The impact of decreased fee income on the General Fund balance in FY 2024 was minimized by increased interest income from the State of Idaho Local Government Investment Pool (LGIP) accounts. The Commission has reviewed the long-term sustainability of its operations and is confident that funding available from its administrative fees and its General Fund will be sufficient to meet all of its operating expenses for the remaining term of its existing urban renewal districts.

All of these factors were considered in preparing the Post Falls Urban Renewal Agency's budget for the 2024 fiscal year. In the FY 2017 budget, the Agency was able to allocate \$32,610 back to the general fund and an additional \$29,502 in FY 2018, \$6,465 in FY 2019, \$21,181 in FY2020, \$65,890 in FY2021, \$79,187 in FY2022, and \$75,048 in FY 2023. Beginning in FY 2024 the Agency transferred \$37,493 from the General Fund to meet its general operating expenses as a result of decreased Administrative Fee funding due to district closures, as expected.

CONTACTING THE AGENCY'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the Post Falls Urban Renewal Agency to facilitate financial transparency to the community. Questions concerning the information provided in this report, or requests for additional financial information, should be addressed to the Post Falls Urban Renewal Agency, 201 E 4th Ave, Post Falls, ID 83854-7518. The office telephone number is 208-777-8151. The Agency office is located on the second floor of the Post Falls Chamber of Commerce building at 201 E. 4th Ave.

BASIC FINANCIAL STATEMENTS

POST FALLS URBAN RENEWAL AGENCY
Statement of Net Position
September 30, 2024

ASSETS

Cash and Cash Equivalents	\$ 9,497
Equity in State Treasurer Investment Pool	2,955,989
Interest Receivable	12,534
Property Taxes Receivable	27,706
Prepaid Insurance	4,243
Total Assets	<u>3,009,969</u>

DEFERRED OUTFLOWS OF RESOURCES

Pension plan	12,018
Total Deferred Outflows of Resources	<u>12,018</u>

LIABILITIES

Payroll liabilities	5,673
Net Pension Liability	43,477
Total Liabilities	<u>49,150</u>

DEFERRED INFLOWS OF RESOURCES

Pension plan	7,455
Total Deferred Inflows of Resources	<u>7,455</u>

NET POSITION

Unrestricted	2,965,382
Total Net Position	<u><u>\$ 2,965,382</u></u>

*See accompanying notes to financial statements
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Statement of Activities
Year Ended September 30, 2024

Functions/Programs	Program Revenues				Net (Expenses) Revenues and Changes in Net Position Governmental Activities
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants & Contributions	
Governmental Activities					
Tax Increment Expense	\$ 1,123,691	\$ 75,000	\$ -	\$ -	\$ (1,048,691)
General Government	105,588	-	-	-	(105,588)
Pension Plan Expense/(Revenue)	11,092	-	-	-	(11,092)
Total Governmental Activities	<u>\$ 1,240,371</u>	<u>\$ 75,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(1,165,371)</u>
General Revenues:					
Property Taxes					1,532,631
Penalties and Late Fees					-
Interest/Investment Income					146,802
Total general revenues					<u>1,679,433</u>
Change in Net Position					514,062
Net position-beginning					2,451,320
Net position-ending					<u>\$ 2,965,382</u>

See accompanying notes to financial statements
and independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Balance Sheet
Governmental Fund
September 30, 2024

ASSETS

Cash and Cash Equivalents	\$ 9,497
Equity in State Treasurer Investment Pool	2,955,989
Interest Receivable	12,534
Property Tax Receivable	27,706
Prepaid Insurance	4,243
Total Assets	<u>\$ 3,009,969</u>

LIABILITIES

Payroll Liabilities	<u>5,673</u>
Total Liabilities	<u>5,673</u>

FUND BALANCES (DEFICITS)

Non-spendable:	
Prepaid Expenses	4,243
Committed:	
Technology District	1,724,073
Downtown	27,821
Pleasant View	(62,690)
Assigned	-
Unassigned:	<u>1,310,849</u>
Total Fund Equity	<u>3,004,296</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 3,009,969</u>

*See accompanying notes to financial statements
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Reconciliation of the Balance Sheet
to the Statement of Net Position
September 30, 2024

Total fund balances at September 30, 2024 - Governmental Funds \$ 3,004,296

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds:

Cost of capital assets at September 30, 2024	1,714	
Less: Accumulated depreciation as of September 30, 2024	(1,714)	-
Right-to-use assets at September 30, 2024	66,521	
Less: Accumulated amortization as of September 30, 2024	(66,521)	-

Deferred outflows of resources represent a consumption of fund equity that will be reported as an outflow of resources in a future period and therefore, are not reported in the funds:

Deferred outflows of resources-pension plan	12,018
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Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds:

Elimination of unavailable revenue - property taxes	-
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Deferred inflows of resources represent an acquisition of fund equity that will be recognized as an inflow of resources in a future period and therefore, are not reported in the funds:

Deferred inflows of resources-pension plan	(7,455)
--	---------

Some assets and liabilities are not available, due or payable in the current period and therefore, are not reported in the funds. Those assets/liabilities consist of:

Net pension asset (liability)	(43,477)	
Lease liability	-	(43,477)

Net position of governmental activities at September 30, 2024	\$ 2,965,382
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*See accompanying notes to financial statements
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Statement of Revenues, Expenditures,
and Changes in Fund Balances of Governmental Funds
Year Ended September 30, 2024

Revenues

Property Taxes	\$ 1,538,411
Penalties and Late Fees	-
Interest and Investment Earning	146,802
Administrative Charges to Districts	75,000
Total Revenues	<u>1,760,213</u>

Expenditures

Tax Increment Expenses	1,123,691
General Government	104,503
Debt Service:	
Principal	7,833
Interest	157
Total Expenditures	<u>1,236,184</u>

Excess (Deficiency) of Revenues Over Expenditures	524,029
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Fund Balance - October 1,	2,480,267
Fund Balance - September 30,	<u>\$ 3,004,296</u>

*See accompanying notes to financial statements
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances of Governmental Funds
Year Ended September 30, 2024

Amounts reported for governmental activities in the statement of activities are different because:

Net Change in Fund Balances - total governmental funds	\$ 524,029
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	
Property Taxes	(5,780)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation and amortization expense. This is the amount by which capital outlays exceeded depreciation expense in the current period.	
Amortization of right-to-use assets	(7,412)
The issuance of long-term debt (e.g., bonds, leased) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	
Principal Payments - Leases	7,833
The net pension effect related to the pension expense recognized for the year.	
PERSI contributions	6,484
Defined benefit plan expense	(11,092)
Change in net position of governmental activities	<u>\$ 514,062</u>

*See accompanying notes to financial statements
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Post Falls Urban Renewal Agency (the "Agency") have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States. GAAP statements include all relevant Governmental Accounting Standards Board (GASB) pronouncements. The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity

Post Falls Urban Renewal Agency is an urban renewal agency created by and existing under the Idaho Urban Renewal Law of 1965, as amended, and is an independent public body.

The accompanying financial statements include all aspects controlled by the Board of Commissioners of Post Falls Urban Renewal Agency. The Agency is included in the City of Post Falls, Idaho financial reporting based on certain criteria in GASB Statement No. 14. These statements present only the funds of the Agency and are not intended to present the financial position and results of operations of the City of Post Falls, Idaho in conformity with GAAP.

Under the Idaho Code, in May 1991, the Post Falls City Council passed an ordinance that created the Post Falls Urban Renewal Agency. The Agency was established to promote urban development and improvement in and around the City of Post Falls. The Agency is governed by a board of seven commissioners. Under the Idaho Code, the Agency has the authority to issue bonds. Any bonds issued by the Agency are payable solely from the revenues attributable to tax increment financing. Any bonds issued are not a debt of the City. Post Falls City Council is not responsible for approving the Agency budget or funding any annual deficits. The Agency controls disbursements independent of City Council.

The Board of Commissioners is the decision-making authority that determines by formal vote whether funds are to be restricted, committed, or assigned and only the Board can determine any change in fund status by the same type of formal vote.

Basic Financial Statements

Basic financial statements are presented at both the government-wide and fund financial level. Both levels of statements categorize primary activities as either governmental or business-type. The accounts of the Agency are organized on the basis of only one governmental fund. The general fund is the only fund used by the Agency. The Agency does not have any business-type activities. Therefore, both the government-wide and the fund financial level consist of only the Agency's general fund.

The government-wide financial statements consist of the Statement of Net Position and the Statement of Activities. The fund financial statements consist of the Balance Sheet - Governmental Funds and the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds. A reconciliation between the government-wide financial statements and the fund financial statements is also presented.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred, as under accrual accounting. However, expenditures related to debt service, are recorded when payment is due. Expenditure recognition occurs in the accounting period in which the liability is incurred if measurable. Principal and interest on general long-term debt are recognized as fund liabilities when due, or when amounts have been accumulated (if appropriate) in a debt service fund for payments to be made in the following year.

Property taxes, interest income, and various other revenues associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Agency.

Cash and Cash Equivalents

In the governmental funds, cash received by the Agency is pooled for investment purposes and is presented as "Cash and Cash Equivalents" on the financial statements. For presentation in the financial statements, cash and cash equivalents includes cash on hand, amounts due from banks, and investments with an original maturity of three months or less at the time they are purchased by the Agency. Investments with an initial maturity of more than three months are reported as investments.

Receivables

All trade and property tax receivables are shown net of an allowance for uncollectible accounts. Allowance for uncollectible property taxes was -\$0- at September 30, 2024. When an urban renewal district closes, any uncollected taxes as of the date of closure related to those districts are no longer received by the Agency.

Prepaid Expenses

Prepaid expenses consist of prepaid insurance.

Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the government-wide financial statements. Capital assets are defined by the Agency as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Capital assets are depreciated using a straight-line depreciation method over a five to seven year life.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Agency has one item, pension plan, which is reported in the government-wide statement of net position and qualifies for reporting in this category at this time.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Agency has two items that qualify for reporting in this category. One item, unavailable revenue, is reported only in the governmental funds balance sheet. The other item, pension plan, is reported in the government-wide statement of net position. These amounts are deferred and recognized as inflows of resources in the period that the amounts becomes available.

Compensated Absences

The Agency has a policy for vacation pay. Vacation benefits are accrued as a liability as the benefits are earned if the employees' rights to receive compensation are attributable to services already rendered and it is probable that the Agency will compensate the employees for the benefits through paid time off or some other means. The Agency records a liability for accumulated unused vacation time when earned for all employees who qualify. These benefits fall on the employee's anniversary date of hire at the following rates:

Years Employed	Full-time Hours per Month	Part-time Rate per Hour
0 - 5	5	.0385
5 +	7.5	.0577

Upon termination of employment from the Agency, employees will be compensated for unused vacation leave at the rate of one paid day for each day of current accrued vacation leave subject to a maximum accumulation of 120 hours at the end of each fiscal year. The liability for accumulated vacation was \$2,437 at September 30, 2024 for governmental fund types, which represents normal accumulations, is recorded on the government-wide statement of net position.

Accumulated sick leave lapses when employees leave the employ of the government and, upon separation from service, no monetary obligation exists.

Accrued Liabilities and Long-term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide financial statements.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In general, payables and accrued liabilities that will be paid from governmental funds are reported on the governmental fund financial statements regardless of whether they will be liquidated with current resources. In general, payments made within 60 days after year end are considered to have been made with current available financial resources. Bonds and other long-term obligations that will be paid from governmental funds are not recognized as a liability in the fund financial statements until due.

In the fund financial statements, long-term debt is recognized as a liability of a governmental fund, when due, or when resources have been accumulated in the general fund for payment early in the following year. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is maintained separately and represents a reconciling item between the fund and agency-wide presentation.

Pensions

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The government itself can establish limitation on the use of resources through either a committed (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The governing Agency commission is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes that do not meet the criteria to be classified as committed. The commission may assign fund balance. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Fund balances of the governmental funds are classified as follows in the fund financial statements:

Non-spendable—Amounts that cannot be spent either because they are not in a spendable form or because they are legally or contractually required to be maintained intact.

Restricted—Amounts that can be spent only for specific purposes because of the state or federal laws, or externally imposed conditions by grantors or creditors.

Committed—Amounts that can be used only for specific purposes determined by a formal action by the Board of Commissioners by resolution.

Assigned—Amounts that are designated by the Board of Commissioners for a specific purpose but are not spendable until a budget resolution is passed by the Board of Commissioners.

Unassigned—All amounts not included in other spendable classifications.

Property Tax and Unavailable Property Tax Revenues

Property taxes are levied by taxing agencies each November on the assessed value listed as of the previous December tax rolls. Assessed values are an approximation of market value. Assessed values are established by the County Assessor. The County Treasurer remits the appropriate collected taxes to the Agency on a monthly basis.

Property taxes are recognized when measurable and available to finance current expenditures. The criterion of available has been defined as having been received within 60 days after year-end. Any portion of taxes receivable not meeting this criteria are recorded in the deferred inflows of resources for unavailable property taxes account and will be recognized as revenue when measurable and available.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 – CASH AND INVESTMENTS

General

State statutes authorize the Agency's investments. The Post Falls Urban Renewal Agency is authorized to invest in demand deposits, savings accounts, U.S. Government obligations and its agencies, obligations of Idaho and its agencies, fully collateralized repurchase agreements, prime domestic commercial paper, prime domestic bankers acceptances, bonds, debentures or notes of any corporation organized, controlled and operating within the U.S. which have at their purchase an "A" rating or higher, government pool and money market funds consisting of any of these securities listed.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 2 – CASH AND INVESTMENTS (CONTINUED)

Custodial Credit Risk

Custodial credit risk that, in the event of a bank failure, the Agency's deposits may not be returned to it. The Agency does not have a deposit policy for custodial credit risk as it deposits funds in financial institutions that are members of the U.S. Federal Deposit Insurance Corporation (FDIC) and has never experienced such a loss.

As of September 30, 2024, the Agency's deposits were exposed to custodial credit risk as follows:

Deposits without exposure to custodial credit risk:

Amount insured by FDIC or other agencies	\$ 15,006
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Deposits with exposure to custodial credit risk:

Amount collateralized with securities held in trust, but not in the Agency's name -	2,955,989
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Uninsured and uncollateralized	-
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Total bank balance (deposits)	\$ 2,970,995
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The carrying amount is displayed as follows in the financial statements:

Statement of net position

Cash and cash equivalents	\$ 9,497
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Equity in the State Investment Pool	2,955,989
-------------------------------------	-----------

	\$ 2,965,486
--	--------------

Cash and Cash equivalents at September 30, 2024 consist of the following:

Cash

Deposits with financial institutions	\$ 9,497
--------------------------------------	----------

Equity in State Investment Pool at September 30, 2024, consist of the following

Cash equivalents

Idaho State Investment pool deposits	2,955,989
--------------------------------------	-----------

	\$ 2,965,486
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See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 2 – CASH AND INVESTMENTS (CONCLUDED)

State Investment Pool

Investments in 2a7-like pools are valued based upon the value of pool shares.. The Agency invests in one 2a7-like pool, the Idaho State Investment Pool. The advisory board of the Idaho State Investment Pool is composed of members appointed pursuant to the requirements of the Public Funds Investment Act. The State Investment Pool is duly chartered and administered by the State Treasurer's Office and consists of US Treasury bills and notes, collateralized certificates of deposit and repurchase agreements. GASB Statement No. 3 requires the Agency to assign risk categories for its investments, except those in which securities are not used as evidence of the investment. The Pool has not been assigned a risk category since the Agency is not issued securities, but rather it owns an undivided beneficial interest in the assets of the Pool. The Pool is not registered with the Securities and Exchange Commission or any other regulatory body nor are any balances insured by the Federal Deposit Insurance Corporation. Financial reports are available from the Idaho State Treasurer's Office upon request.

The balances above that the Agency has in the State Investment Pool are carried at amortized cost and calculated on a monthly basis. The Agency's portion of the State Investment Pool had an unrealized gain of \$7,698 as of September 30, 2024.

State statutes authorize the Agency to invest in U.S. Government obligations and its agencies, obligations of Idaho and its agencies, fully collateralized repurchase agreements, prime domestic commercial paper, prime domestic bankers acceptances, government pools, and money market funds consisting of any of these securities listed. No unauthorized investment transactions were carried out by the Agency during the year.

GASB Statement No. 40 requires the Agency to assign risk categories for its investments, except those in which securities are not used as evidence of the investment. Credit risk is the risk that an issuer of a debt type investment will not fulfill its obligation to the holder of the investment. The short term investment pools are not evidenced by securities that exist in physical or book entry form and accordingly, are not categorized for credit risk.

NOTE 3 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Office Furniture	\$ 1,714	\$ -	\$ -	\$ 1,714
Less Accumulated Depreciation	(1,714)	-	-	(1,714)
Capital Assets, Net	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Depreciation expense was \$0 for the year ended September 30, 2024.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 4 – LONG-TERM OBLIGATIONS & COMMITMENTS

A&A Construction and Development, Inc (Downtown) – During the 2023 fiscal year, the Agency entered into an Owner Participation and Reimbursement Agreement (OPA) with A&A Construction and Development. Under this agreement, the Agency will reimburse the cost of infrastructure improvements made as part of the Millworx and North Mill One project area within the Downtown Urban Renewal District. The Agency is only obligated to reimburse A&A Construction and Development Inc. if tax increment revenues of the Agency are available. The Agency receives increment revenue and then deducts the amounts necessary to cover administrative costs, fund the district reserve, and pay any district debt. The amount remaining is the reimbursement. In fiscal year 2024 an Order of Approval for participant expenditures of \$6,035,511 in qualifying costs was approved and \$1,048,691 was reimbursed, resulting in a remaining obligation of \$4,986,820

Beyond Green, Inc (Post Falls Technology) - During the 2019 fiscal year, the Agency entered into an Owner Participation and Reimbursement Agreement (OPA) with Beyond Green. Public infrastructure construction projects are in process. \$1,724,073 is being held for future reimbursement of public infrastructure.

NOTE 5 – RISK MANAGEMENT

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees and natural disasters. The Agency contracts with an insurance company, Idaho Counties Risk Management Program (ICRMP), for property insurance and general liability insurance.

An outside insurance company protects professional liability with a \$2,000,000 liability and a \$3,000,000 umbrella. Errors and omissions liability has a \$2,000,000 liability with \$3,000,000 in the aggregate annually per insured. Automobile liability has a \$2,000,000 single limit of liability.

The Agency's workman's compensation coverage is provided by the Idaho State Insurance Fund. During fiscal year 2023/24, the Agency contributed \$183 for this insurance coverage.

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 6 – PENSION PLAN

Plan Description

The Post Falls Urban Renewal Agency contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies, and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters.

As of June 30, 2024 the employee rate was 6.71% for general employees and 9.83% for police and firefighters. As of July 1, 2024, the employee rate increased to 7.18% for general employees and increased to 10.83% for police and firefighters.

The employer contribution rate as a percentage of covered payroll is set by the Retirement Board and was 11.18% for general employees and 13.26% for police and firefighters during the period July 1, 2023, through June 30, 2024. As of July 1, 2024 the employer rates for general employees increased to 11.96% and increased for police and firefighters to 14.65%.

The Agency's contributions were \$6,484 for the year ended September 30, 2024.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 6 – PENSION PLAN (CONTINUED)

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2024, the Agency reported a liability for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability was based on the Agency's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2024 the Agency's proportion was 0.0011623%.

For the year ended September 30, 2024, the Agency recognized pension expense of \$11,092. At September 30, 2024, the Agency reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 6,922	\$ -
Changes in assumptions or other inputs	1,722	-
Net difference between projected and actual earnings on pension plan investments	-	789
Change in the Agency's proportion and differences between the Agency's contributions and the Agency's proportionate contributions	1,697	6,666
Agency's contributions subsequent to the measurement date	1,677	-
Total	<u>\$ 12,018</u>	<u>\$ 7,455</u>

\$1,677 reported as deferred outflows of resources related to pensions resulting from Agency's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2024.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2022, the beginning of the measurement period ended June 30, 2023 is 4.4 and 4.4 for the measurement period June 30, 2024.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (revenue) as follows:

Year ended September 30:

2025	691
2026	6,214
2027	(2,775)
2028	(1,244)

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 6 – PENSION PLAN (CONTINUED)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases including inflation	3.05%
Investment rate of return**	6.35%
Cost-of-living adjustments	1.00%

**net of pension plan investment expense*

***there is an additional component of assumed salary growth (on top of the 3.05%) that varies for each individual member based on years of service*

An experience study was performed for the period July 1, 2015 through June 30, 2020 which reviewed all economic and demographic assumptions including mortality. The total pension liability as of June 30, 2024 is based on the results of an actuarial valuation date of July 1, 2024.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. Specifically, the System uses consultants, investment managers and trustees to develop capital market assumptions in analyzing the System's asset allocation. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of System's assets.

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 6 – PENSION PLAN (CONCLUDED)

Capital Market Assumptions

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Cash	0.00%	0.00%
Large Cap	18.00%	4.50%
Small/Mid Cap	11.00%	4.70%
International Equity	15.00%	4.50%
Emerging Markets Equity	10.00%	4.90%
Domestic Fixed	20.00%	-0.25%
TIPS	10.00%	-0.30%
Real Estate	8.00%	3.75%
Private Equity	8.00%	6.00%

Discount Rate

The discount rate used to measure the total pension liability was 6.35%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Agency's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the Agency's proportionate share of the net pension liability calculated using the discount rate of 6.35%, as well as what the Agency's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.35%) or 1-percentage-point higher (7.35%) than the current rate:

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
Agency's proportionate share of the net pension liability (asset)	\$ 82,621	\$ 43,478	\$ 11,507

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report.

PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

See accompanying independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to Financial Statements
September 30, 2024

NOTE 7 – LEASES

The Agency also leases its office space. The original lease began October 1, 2015, was renewed in September 2018, for three years before the term of the third addendum to lease agreement for 36 months, commencing on October 31, 2021 with annual payments of \$7,990. Rent payments for the year ended September, 30, 2024, was \$7,990.

At September 30, 2024, the Agency has recognized right-to-use assets of \$66,521, with accumulated amortization of \$66,521 and a lease liability of \$0. During the fiscal year, the Agency recorded \$7,412 in amortization expense for the right-to-use assets. The amortization expense is allocated to general government on the statement of activities. The Agency used an interest rate of 2% for the assets.

Net right-to-use assets are as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Right-to-use asset:				
Office space	\$ 66,521		\$ -	\$ 66,521
Accumulated amortization	59,109	7,412	-	66,521
Net right-to-use assets	<u>\$ 7,412</u>	<u>\$ 7,412</u>	<u>\$ -</u>	<u>\$ -</u>

Changes in lease liability are as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Lease liability	<u>\$ 7,833</u>	<u>\$ -</u>	<u>\$ 7,833</u>	<u>\$ -</u>

See accompanying independent auditors report

REQUIRED SUPPLEMENTARY INFORMATION

POST FALLS URBAN RENEWAL AGENCY
SCHEDULE OF AGENCY'S SHARE OF NET PENSION LIABILITY
PERSI - Base Plan
Last 10 - Fiscal Years *

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Agency's portion of the net pension liability	0.0011623%	0.0012689%	0.0016938%	0.0013542%	0.0013486%	0.0013350%	0.0015298%	0.0011755%	0.0036291%	0.0036032%
Agency's proportionate share of the net pension liability (asset)	\$ 43,477	\$ 50,638	\$ 66,713	\$ (1,070)	\$ 31,316	\$ 15,239	\$ 22,565	\$ 18,477	\$ 73,567	\$ 47,448
Agency's covered-employee payroll	\$ 57,330	\$ 54,600	\$ 68,642	\$ 51,149	\$ 48,734	\$ 45,734	\$ 48,612	\$ 39,445	\$ 89,739	\$ 101,295
Agency's proportional share of the net pension liability as a percentage of its covered-employee payroll	75.84%	92.74%	97.19%	-2.09%	64.26%	33.32%	46.42%	46.84%	81.98%	46.84%
Plan fiduciary net position as a percentage of the total pension liability	85.54%	83.83%	83.09%	100.36%	88.22%	93.79%	91.69%	90.68%	87.26%	91.38%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Post Falls Urban Renewal Agency will present information for those to use for which information is available.

Data reported is measured as of June 30, 2024

SCHEDULE OF AGENCY'S CONTRIBUTIONS
PERSI - Base Plan
Last 10 - Fiscal Years *

	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Statutorily required contribution	\$ 7,560	\$ 5,542	\$ 7,843	\$ 5,347	\$ 5,291	\$ 5,108	\$ 5,941	\$ 3,964	\$ 10,788	\$ 11,786
Contributions in relation to the statutorily required contribution	\$ (6,444)	\$ (6,520)	\$ (8,069)	\$ (6,107)	\$ (5,808)	\$ (5,208)	\$ (5,647)	\$ (4,189)	\$ (12,180)	\$ (11,575)
Contribution (deficiency) excess	\$ (1,116)	\$ 978	\$ 226	\$ (760)	\$ (516)	\$ (99)	\$ 294	\$ (225)	\$ (1,392)	\$ 211
Agency's covered-employee payroll	\$ 57,330	\$ 54,600	\$ 68,642	\$ 51,149	\$ 48,734	\$ 45,734	\$ 48,612	\$ 39,445	\$ 89,739	\$ 101,295
Contributions as a percentage of covered-employee payroll	11.24%	11.94%	11.76%	11.94%	11.92%	11.39%	11.62%	10.62%	13.57%	11.43%

* GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the Post Falls Urban Renewal Agency will present information for those to use for which information is available.

Data reported is measured as of June 30, 2024

*See accompanying notes
and independent auditors report*

POST FALLS URBAN RENEWAL AGENCY
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual – Governmental Fund Types
Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Property Taxes	\$ 1,528,669	\$ 1,528,669	\$ 1,538,411	\$ 9,742
Penalties and Late Fees	-	-	-	-
Interest and Investment Earnings	39,000	39,000	146,802	107,802
Other Income	-	-	75,000	75,000
Total Revenues	1,567,669	1,567,669	1,760,213	192,544
Expenditures				
General Government	145,259	145,259	104,503	(40,756)
Tax Increment Expense	2,798,329	2,798,329	1,123,691	(1,674,638)
Debt Service:				
Principal	-	-	7,833	7,833
Interest	-	-	157	157
Total Expenditures	2,943,588	2,943,588	1,236,184	(1,707,404)
 Excess (Deficiency) of Revenues Over Expenditures	 (1,375,919)	 (1,375,919)	 524,029	 1,899,948
Other Financing Sources (Uses)				
Other Financing Sources	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(1,375,919)	(1,375,919)	524,029	1,899,948
Fund Balance - Beginning	1,375,919	1,375,919	2,480,267	1,104,348
Fund Balance - Ending	\$ -	\$ -	\$ 3,004,296	\$ 3,004,296

See accompanying notes
and independent auditors report

POST FALLS URBAN RENEWAL AGENCY
Notes to the Budget and Actual Schedule
Year Ended September 30, 2024

Budgets are adopted on a basis consistent with generally accepted accounting principles. An annual budget is adopted for the general fund. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is not employed as an extension of formal budgetary integration in the general fund.

This is in conformance with Idaho State Statutes, which require that appropriations lapse at the end of a fiscal year and are not available to be carried forward to be used in addition to the succeeding year's appropriation.

Reported budgeted amounts are as originally adopted or as amended by the Board. Professional management cannot legally amend appropriations within the budget without first seeking Board approval once the budget has been approved.

Lapsing of Appropriations – At the close of each year, all unspent appropriations revert to the respective funds from which they were appropriated and become subject to future appropriation.

REPORT REQUIRED BY GAO

ALPINE SUMMIT^{CPAs}

TAX, ASSURANCE, ACCOUNTING, ADVISORY

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners
Post Falls Urban Renewal Agency
Post Falls, ID

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Post Falls Urban Renewal Agency, a component unit of the City of Post Falls, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Post Falls Urban Renewal Agency's basic financial statements and have issued our report thereon dated January 30, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Post Falls Urban Renewal Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Post Falls Urban Renewal Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Post Falls Urban Renewal Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Post Falls Urban Renewal Agency's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

ALPINE SUMMIT^{CPAs}

office (208) 777-1099 fax (208) 773-5108
1810 E Schneidmiller Ave #310
Post Falls, ID 83854

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Alpine Summit CPAs

Alpine Summit CPAs
Post Falls, Idaho
January 30, 2025

POST FALLS Urban Renewal



2024 Annual Report

About the Agency

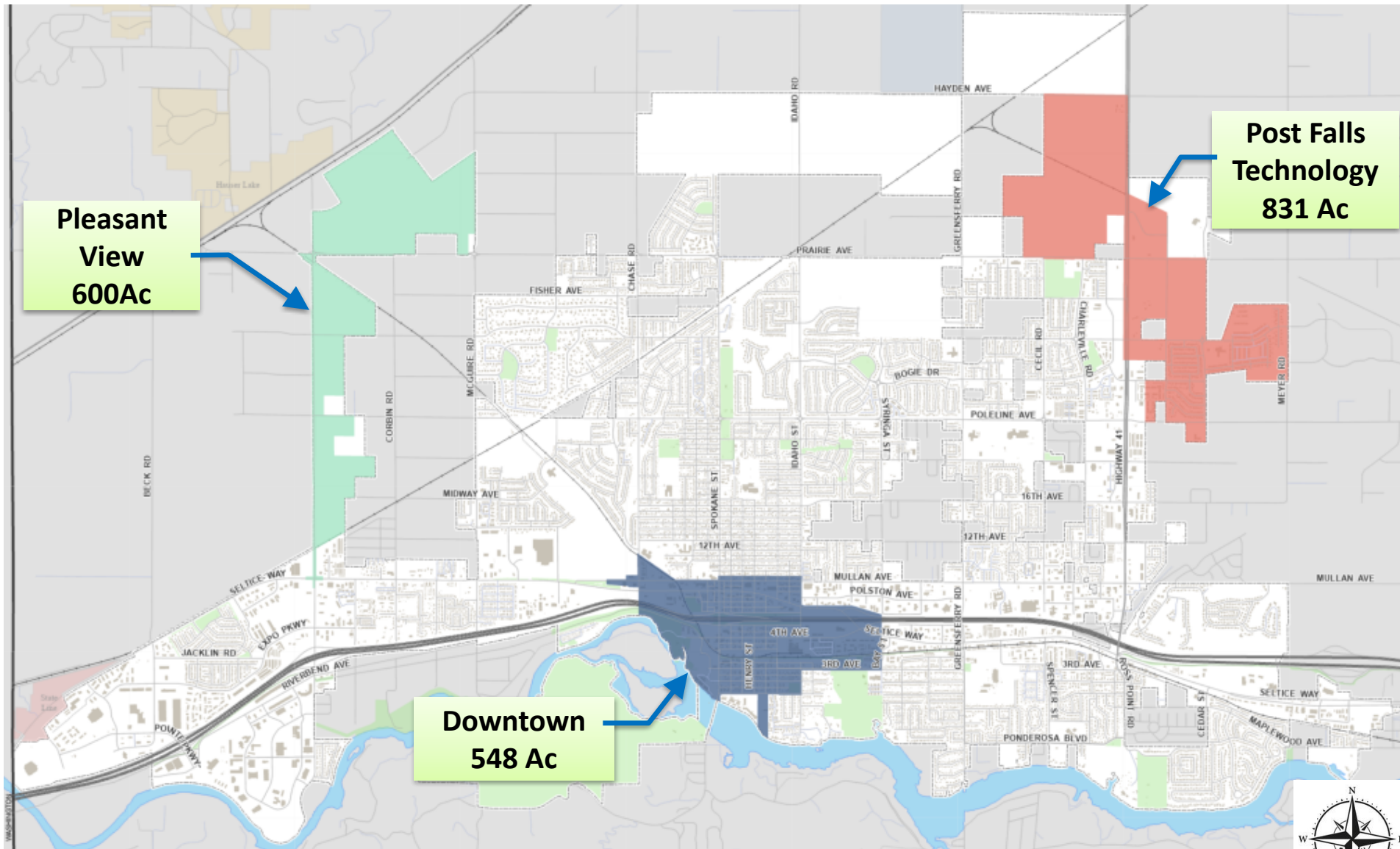
- The Agency was created in 1991 and occupies office space in the Chamber of Commerce Building.
- 2024 Officers were: Jamé Davis, Chairman
 Christi Fleischman, Vice Chair
 Len Crosby, Treasurer
- Monthly Commission meetings are held on the 3rd Thursday of each month in the City Hall Council Chambers.
- Most of the Agency activities fall under one of the following committees which meet as necessary:
 - * Finance and Policy – Len Crosby, Chair
 - * District Review – Christi Fleischman, Chair
 - * Communication, Property and Personnel – Eric Clemensen, Chair
- Workshops are scheduled on an as needed basis.

Mission Statement

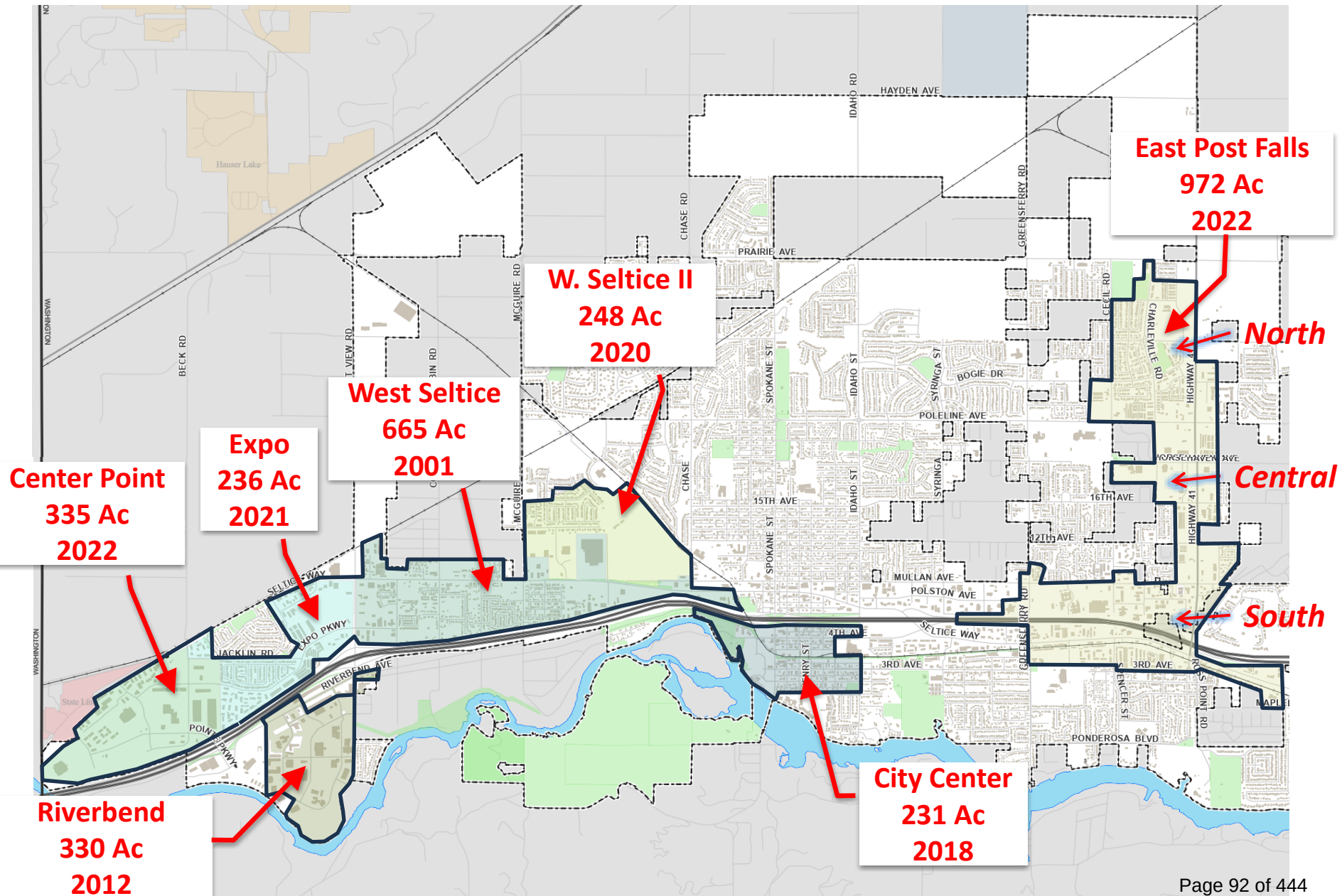
To encourage sound economic and community improvement that enhances the overall quality of life in Post Falls by:

- ☐ Providing and Improving Infrastructure
- ☐ Attracting Jobs
- ☐ Enhancing Citizen Safety and Health.

Current Urban Renewal Districts



Closed Urban Renewal Districts



Closed Districts

District	Closure Year	Improvement Cost	Base Value	Increment Value (Increase)	City of Post Falls
West Seltice	2001	\$3.5M	\$9,451,302	\$55,571,328	\$189,720
Riverbend	2012	\$2.7M	\$3,785,643	\$56,694,325	\$193,554
City Center	2018	\$5.8M	\$14,155,097	\$40,350,220	\$137,755
West Seltice II	2020	\$1.9M	\$1,719,589	\$33,718,921	\$115,116
Expo	2021	\$4.7M	\$4,716,720	\$85,076,607	\$294,083
Center Point	2022	\$11.9M	\$32,387,480	\$117,443,704	\$248,412
East Post Falls	2022	\$37.9M	\$68,866,179	\$691,630,798	\$1,462,910
Totals		\$68.4M		\$1,080,485,903	\$2,641,550

The Agency also provided rebates totaling over **\$2.23M** when these districts were closed of which the City received **\$926,078**

- City of Post Falls
- Kootenai County
- KC Fire & Rescue
- Community Library
- North Idaho College
- Kootenai EMS
- PF Highway District #1
- School District #273

Additionally, in 2009 & 2012 **\$5.5M** was rebated from the EPF URD
The City received **\$2,156,256**

District Overview

As of December 31, 2024:

<u>District</u>	<u>Created</u>	<u>Maturity</u>	<u>Approved Costs</u>	<u>Obligation Balance</u>
• Post Falls Technology	2018	2038	N/A	\$0
• Downtown	2021	2041	6,035,511	\$4,986,820
• Pleasant View	2021	2041	N/A	\$0

Post Falls Technology District

- Completion of the Prairie Ave/Zorros Road roundabout
- Construction of Zorros Road and rights-of-way in the Prairie Crossing subdivision underway.



Zorros Road (northward)

Roundabout at Prairie Ave. & Zorros Road



Downtown District

- February 15, 2024 - Order of Approval for Reimbursement to A&A Construction and Development
- 2024 Semi-Annual Reimbursements total = \$1,048,691

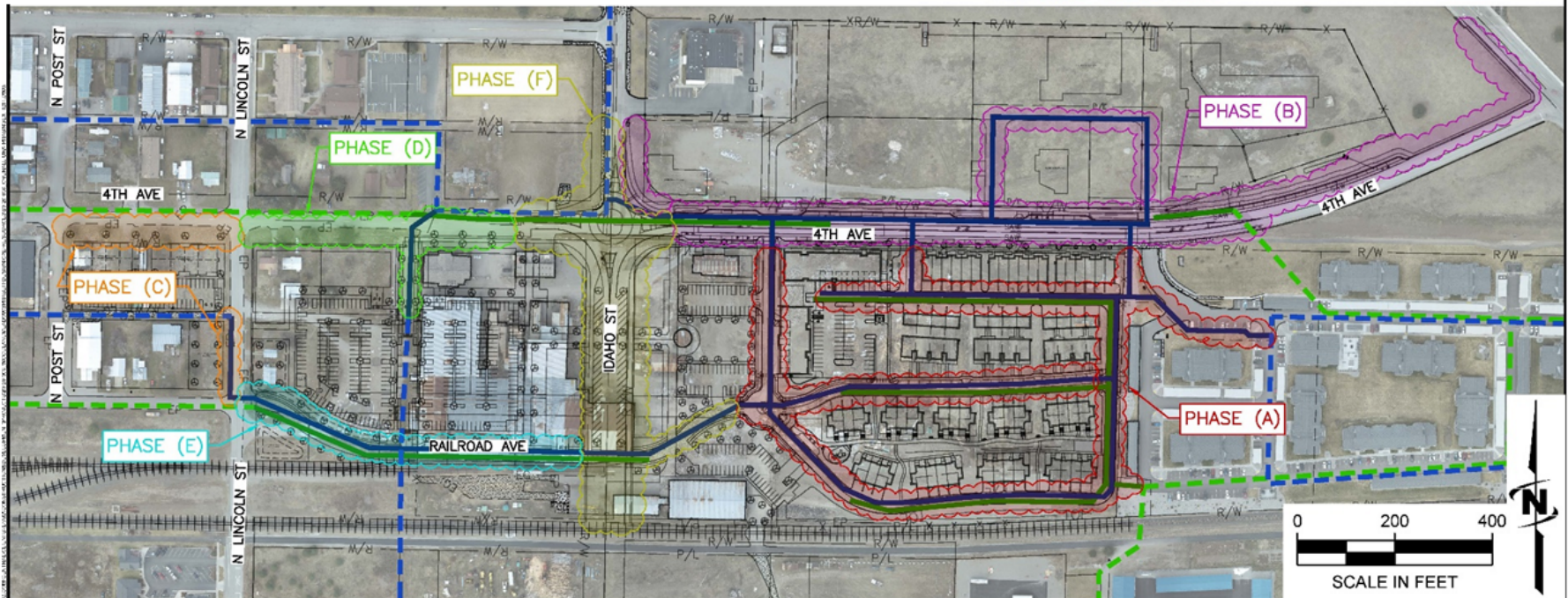


EXISTING WATER MAIN = - - - - -

PROPOSED WATER MAIN = —————

EXISTING SEWER MAIN = - - - - -

PROPOSED SEWER MAIN = —————



Tax Increment History

District	CY2022	CY2023	CY2024
Center Point (Closed)	\$ 727,581	\$ 625,555	Closed
East Post Falls: S/C (Closed)	\$ 2,668,311	\$ 2,302,711	Closed
East Post Falls: Tullamore (Closed)	\$ 1,342,363	\$ 1,325,695	Closed
Tullamore Commons II (Closed)	\$ 17,622	\$ 12,983	Closed
Expo (Closed)	\$ 680,532	\$ Closed	Closed
Post Falls Technology	\$ 231,708	\$ 539,873	\$ 874,764
Downtown	*\$ 7,936	\$ 513,570	\$ 639,758
Pleasant View	N/A	\$ 1,281	\$ 11,030
Annual Totals	\$ 5,676,053	\$ 5,321,668	\$ 1,525,552

**Remitted in December 2022 from early tax bill payments*

Financial Highlights

Fiscal Year Comparison	<u>FY2023</u>	<u>FY2024</u>
➤ Increment Revenue	\$ 5,300,564	\$ 1,532,631
➤ Interest Revenue	\$ 160,405	\$ 146,802
➤ Assets (Cash)	\$ 2,463,554	\$ 2,965,382
➤ Liabilities (Loan)	\$ 0	\$ 0
➤ Proponent Obligations	\$ 0	\$ 4,986,820
➤ Approved Operating Budget	\$ 206,087	\$ 145,259
➤ Actual Operating Expenses	\$ 105,281	\$ 113,549

Minor Projects Program

- Approved on October 17, 2024
- \$250,000 funding limit per applicant
- Existing Businesses or Non-Profits with a physical facility in a district (Downtown District & all future URDs)
- Funds restricted to qualifying physical improvements
- See Agency Policy #7 for program requirements.

Thank You

City Staff, Administration, Mayor & Council

Urban Renewal & tax increment financing are effective for:

- Economic development and attracting businesses
- Promoting job creation
- Encouraging development of blighted and under-utilized areas.



POST FALLS Urban Renewal





**CITY COUNCIL
MEETING MINUTES**

**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

Spoke about how Habitat for Humanity works and operates.

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

Motion by Malloy to approve the reappointment of Ray Kimball to the Planning and Zoning Commission.

Second by Davis.

Steigleder: Based on two questions that were asked, I found that Mr. Kimball's answers were not as straightforward as I would have liked someone with 11 years' experience on the Planning & Zoning Commission would give.

Vote: Steigleder-Nay, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye

Motion Carried

Motion by Steigleder to approve the reappointment of Bobby Wilhelm to the Planning and Zoning Commission.

Second by Westlund.

Vote: Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye

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.

Executive Session is not needed.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – 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

Motion by Malloy to accept the Consent Calendar as presented.

Second by Westlund.

Vote: Plew-Aye, Malloy-Aye, Zielger-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye

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

Public Hearing opened at 6:08pm.

Staff Report: Jon Manley, Planning Manager - The owner of the property is Douglass Properties LLC. The applicant is Todd Whipple, Whipple Engineering. The applicant seeks approval for the approximately 9.63-acres 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. The property is located on the north-east corner of Early Dawn and Zorros Rd. The property has CCS zoning to the north-west and R-1 to the east. The site is currently a large lot of single-family use over the aquifer. Water is provided by Ross Point Water District and wastewater by the 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 the property at the requested density. The site is subject to the 12th Ave. Surcharge. Early Dawn and Zorros are Minor Collectors. Additional rights-of-way and easements 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. Future Land Use Designation is Business Commercial. This is also located in the 41 North Focus Area and will help facilitate the creation of "backage roads" system envisioned in the Highway 41 Corridor Master Plan. It meets Comprehensive Goal G.06: maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives; 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; G12: Maintain the City's long term fiscal health. It also meets Comprehensive Policies P.24: Plan for and protect transportation corridors from encroachment and preserve adequate right-of-way for future corridors, including utility facilities, P.26: maintain and improve the continuity of sidewalks, trails and bicycle paths in Post Falls P45: Guide annexation decisions guided by and considering: master Plans, 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, P2: Apply or revise zoning designations with careful consideration of factors, P9: Encourage annexation of County "islands" within the City.

Applicant: Austin Fuller, Whipple Engineering- Annexation Criteria: Is the proposed zoning district consistent with the future land use map and focus area contained in the currently adopted Post Falls Comprehensive Plan? Yes, this is in a business commercial zoning area. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration? The project meets goal G.06 - maintain and improve Post Falls transportation network, on pace and in concert with need and plan objectives 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.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits, 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, and that support increased development intensity near the urban

area, P14 - Follow all annexation procedures established by Idaho State statutes and applicable City Ordinances, P24 - Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of-way for future corridors including utility facilities, P26 - Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls, P.33 - Annexation should help implement Post Falls' transportation plans. 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? There is no evidence in the record showing a demonstrable adverse impact. All public services are available adjacent to this property. Any impact on city services from a future project should not impact services beyond an acceptable level per the Comprehensive Plan. A water will-serve letter was provided for the parcel. Is annexation of the property in the best interest of the city? The property is anticipated to access Highway 41 from Hope Avenue and Poleline Ave. Both connections to Highway 41 are signalized, allowing for convenient access to and from the property. Annexation of the property will provide additional opportunities for development within the CCS Zone. The Future Land Use of the property is Business Commercial, which is in line with the CCS Zone. The property is within the Focus Area 41 North, which prioritizes retail, mixed-use, multifamily and tech uses, all allowed or special uses within the CCS Zone. The property is flat, which is appropriate for the CCS Zone.

Testimony: None

Rebuttal : None

Public Hearing closed at 6:28pm.

Review Criteria Discussed

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

Westlund: Yes, it is a county island, and would help with trails and connectivity. Utilities are already there.

Malloy: The package roads. These would connect two portions of that and take pressure off Highway 41.

Steigleder: It is a county pocket.

Mayor: The answer is yes.

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?

Westlund: Yes, CCS is an implementing zone if business commercial land use designation.

Davis: 41 North would be consistent with surrounding zones.

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

Westlund: Backage roads and pedestrian connectivity.

Steigleder: I would argue the opposite. In light of our recent housing needs assessment, most of the needs that are aloud by right in the CCS zone while annexing in seems to support the transportation needs. I feel this does not work towards a balance of land uses in Post Falls. The housing needs assessment was very clear that additional high density, which is aloud outright in CCS, is not something we need right now. It is not supporting the long-term needs of the city.

Warren Wilson, Deputy City Administrator: Multi-family is not aloud outright in CCS; it is by a special use permit.

Malloy: This came before us when Highway 41 was a mess. By the time anything is built, Highway 41 should be done and is a good spot for it.

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?

Westlund: No comments on that.

Motion by Malloy to approve Early Dawn & Zorros Annexation File No. ANNX-24-1 and that it be assigned the CCS Zoning Designation.

Second by Davis.

Vote: Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Nay, Plew-Aye

Motion Carried

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

Public Hearing opened at 6:36pm.

Staff Report : Jon Manley, Planning Manager - The owner is Douglass Properties LLC and the applicant is Todd Whipple, Whipple Engineering. The 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. It is located on the northwest corner of Poleline and Zorros. Currently, a large lot single family use over the aquifer. Water would be supplied by the Ross Point Water District and wastewater by the City of Post Falls. The site is subject to the 12th Ave. surcharge. Poleline is a minor arterial and Dorros is a minor collector. Additional rights-of-way and easements would need to be provided as part of annexation. Upon the development of the site, frontage improvements would be required to be completed. This allows for continuity of pedestrian pathways. This follows the same goals and policies as the previous public hearing.

Applicant : Austin Fuller, Whipple Engineering - Annexation Criteria: Is the proposed zoning district consistent with the future land use map and focus area contained in the currently adopted Post Falls Comprehensive Plan? Yes, this is in a business commercial zoning area. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration? The project meets goal G.06 - maintain and improve Post Falls transportation network, on pace and in concert with need and plan objectives 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.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits, 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, and that support increased development intensity near the urban area, P14 - Follow all annexation procedures established by Idaho State statutes and applicable City Ordinances, P24 - Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of-way for future corridors including utility facilities, P26 - Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls, P.33 - Annexation should help implement Post Falls' transportation plans. 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? There is no evidence in the record showing a demonstrable adverse impact. All public services are available adjacent to this property. Any impact on city services from a future project should not impact services beyond an acceptable level per the Comprehensive Plan. A water will-serve letter was provided for the parcel. Is annexation of the property in the best interest of the city? The property is anticipated to access

Highway 41 from Hope Avenue and Poleline Ave. Both connections to Highway 41 are signalized, allowing for convenient access to and from the property. Annexation of the property will provide additional opportunities for development within the CCS Zone. The Future Land Use of the property is Business Commercial, which is in line with the CCS Zone. The property is within the Focus Area 41 North, which prioritizes retail, mixed-use, multifamily and tech uses, all allowed or special uses within the CCS Zone. The property is flat, which is appropriate for the CCS Zone.

Testimony : None

Rebuttal : None

Public Hearing closed at 6:47pm.

Review Criteria Discussed

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

Westlund: Yes. It provides pedestrian connectivity. I think the biggest thing is the acquisition of rights-of-way that allow us to maintain the standards on our major arterial and acquire the land we need for a future roundabout.

Malloy: It takes out the county peninsula and makes a complete block in the city.

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?

Westlund: CCS is an implementing zone for Business Commercial.

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?

Westlund: As pointed out, the pedestrian connectivity, the rights-of-way acquisition, relationship to the county island already.

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?

Westlund: None

Steigleder: Same issues as previous hearing.

Motion by Malloy to approve Poleline & Zorros Annexation File No. ANN-24-2 and that it be assigned the CCS zoning designation.

Second by Westlund.

Vote: Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Nay, Plew-Aye, Malloy-Aye

Motion Carried

Announcements

- The Government Finance Officers Association has awarded the City of Post Falls the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report and the Award for Outstanding Achievement in Popular Annual Financial Reporting of FY 2023. These awards recognize the City's commitment to transparency and high standards in financial reporting. Congratulations to Finance Director Jason Faulkner and his team on this well-earned recognition.

- The City Council will hold a special budget meeting tomorrow, February 19th, at 5:00 pm in the second floor conference room at City Hall. The agenda is posted on the City's website, postfalls.gov.

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

Motion by Malloy to place the Ordinance Fiscal Year 2025 Budget Amendment #2 on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

Vote: Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye

Motion Carried

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.

Motion by Malloy to approve Ordinance Fiscal Year 2025 Budget Amendment #2 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

Vote: Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye

Motion Carried

- b. Ordinance on Police Access in Exigent Circumstances

Motion by Malloy to place the Ordinance Police Access in Exigent Circumstances on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

Vote: Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye

Motion Carried

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

Motion by Malloy to approve Ordinance Police Access in Exigent Circumstances and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

Vote: Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye

Motion Carried

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

Motion by Malloy to place the Ordinance Prohibiting disruption or obstruction of city government operations on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

Vote: Steigleder-Nay, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye

Motion Carried

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

Motion by Malloy to approve the Ordinance prohibiting disruption or obstruction of city government operations and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

Vote: Steigleder-Nay, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye

Motion Carried

- d. Mongeau Meadows 2024 Annexation Ordinance

Motion by Malloy to place the Ordinance Mongeau Meadows 2024 Annexation on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

Vote: Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye

Motion Carried

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 IDAHO STREET AN NORTH SYRINGA STREET; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Malloy to approve the Ordinance Mongeau Meadows 2024 Annexation and to

direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

Vote: Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye
Motion Carried

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

Andrew Arbini, Projects Division Manager: This will cover items e and f tonight. Major project items to be completed: start-up of the membrane filtration system and completion of punch list. JUB's roles for this project are as follows:

- Construction observation
- Determine compliance with specifications
- Documents needed changes to original design
- Document deficiencies and remedies
- Initial dispute resolution

Amendment 12 is for a total of \$351,100. Transfer from MGMT Reserve to Amendment 12 tasks \$53,335. Total increase to contract \$297,765. The revised contract total is \$10,296,737 with a contingency of \$20,000.

Panhandle Area Council (PAC) roles:

- Document compliance with prevailing wage requirements
- Necessary as prevailing wages required to use State Revolving Fund Loan

Original contract with amendments 1 and 5 \$113,457. Amendment 6 \$3,000 with a requested contingency of \$1,500. The revised contract total is \$116,457.

Funding sources remain aligned with the master plan financial strategy. Significant impacts on other projects are not anticipated. The next steps are complete start up of the membrane filtration system, complete final acceptance testing of the tertiary treatment system, and compliance schedule discussion with IDEQ.

Mayor: What's our position today?

Arbini: We are making progress and are closer than we have ever been. Maybe 2 weeks.

Plew: Do you have any concerns or any cost overruns that may pop up?

Arbini: We are hoping this will cover anything that comes up. There is still an unknown.

Steigleder: If we do not approve this request, what happens?

Arbini: There are always options, but it becomes more complicated.

Motion by Malloy to approve the water reclamation facility tertiary treatment project, JUB contract amendment.

Second by Steigleder.

Vote: Malloy-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye
Motion Carried

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

Motion by Malloy to approve the water reclamation facility tertiary treatment project, PAC contract amendment.

Second by Westlund.

Vote: Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye
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:

a. Consultant Pre-Selection 2025-2026

Rob Palus, City Engineer: 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 disciplines 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. There is no hierarchy within the recommended qualification list. 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.

Motion by Malloy to approve the consultant pre-selection 2025-2026.

Second by Westlund.

Vote: Steigleder-Aye, Plew-Aye, Malloy-Aye, Westlund-Aye, Davis-Aye

Motion Carried

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

Ross Junkin, Maintenance Manager: The FY25 approved budget includes replacement funds for (2) street department dump trucks equipped with plow packages. In December 2024, the City advertised for bids for two dump trucks with plows. We received one bid from Freightliner Northwest in the amount of \$552,632.00 or \$276,316 per truck. Staff recommends Council approve this bid as well as authorize staff to spend an additional \$17,600 to have a wing plow installed onto one of these dump trucks. One of the dump trucks being replaced currently has a wing plow and staff recommend that we replace this truck in kind. If ordered now, these trucks are expected to be delivered during FY25 or FY26.

Motion by Malloy to approve the bid award & approval to purchase (2) replacement dump trucks and a wing plow.

Second by Westlund.

Vote: Plew-Aye, Malloy-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye

Motion Carried

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

Rob Palus, City Engineer: With approval, the City will enter into a professional services agreement with Welch Comer & Associates for the design of roadway improvements on Chase Road from Wheatland Ave. to north of Grange Ave., including modifications to the UPRR crossing on Chase Rd. Chase Rd. between Chase Rd. and Grange Ave is currently a 2-lane

roadway with missing urban improvements. There are three roadway intersections in this section, one railroad crossing, and one driveway approach. 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 years, there have been six collisions at Grange Ave. Chase Rd. intersection. Proposed improvements would include: minor grade revisions at the UPRR crossing, installation of curb and gutter, installation of turn pockets on Chase Rd at Grange Ave. extension of pedestrian improvements on the east side only across the UPRR tracks and to Grange Ave installation of roadway illumination and re-marking of Chase Rd. to provide for bicycle lanes. Rectangular rapid flashing beacons would be considered at Wheatland Ave, Cavalry Ln and Grange Ave. Chase Rd would remain as a 2-lane facility between Cavalry Ln. and Grange Rd. Pedestrian improvements are not being included on the west side of the roadway due to rights-of-way and facility impact to the East Greenacres well site. I am asking for \$123,500 with a \$12,350 contingency for a total of \$135,850.

Steigleder: You would be leaving the three existing cross walks there?

Palus: They will stay

Motion by Malloy to approve the professional services agreement with Welch Comer & Assoc - Chase Road, Wheatland to Grange project.

Second by Steigleder.

Vote: Malloy-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye

Motion Carried

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

Andrew Arbini, Projects Division Manager: City staff identified a deficiency in 170 feet of existing pipe. Surcharging is occurring in the existing line, impacting flows upstream compounding issues as wastewater flows increase. This is located near the intersection of Poleline and SH-41 on east Poleline. This contract amendment provides for design and engineering services, traffic control plans and project phasing, utility coordination and bidding services. Additionally, the contract scope includes a design task to correct two city utility manholes in the vicinity of this 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. Engineering and design services \$60,663 with a \$6,000 contingency for a total of \$66,663.

Westlund: It looks like this section is 20 years old. Is it at the end of its lifetime or an early failure?

Arbini: We hope sewerlines go alot longer than that. We are not sure what caused this. It could be settlement of the material under the line.

Motion by Steigleder to approve the contract amendment for the SH-41 and Poleline Gravity sewer replacement.

Second by Malloy.

Vote: Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-Aye, Malloy-Aye

Motion Carried

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure

adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. I90 and SH41 Interchange Status

Rob Palus, City Engineer: Starting on March 3rd, ITD will be closing Exit 7 on I-90 will be closed till September for the SH41-I90 Interchange project.

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.

Mayor Jacobson: Winter finally made it. Be careful driving and watch out for snow plows.

Malloy: For those of you who know my dad, Pat Malloy, was diagnosed in October 2023 with cancer, he has passed on. Services will be on March 1st at St Maries on Adams in the Valley. Rosary will be at noon with mass at 12:30pm. A reception will follow at 1:30pm. All are welcome.

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.

Canceled

RETURN TO REGULAR SESSION

ADJOURNMENT

8:00 pm

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 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

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**CITY COUNCIL
MEETING MINUTES**

**February 19, 2025
5:00 PM**

Location: 2nd Floor Conference Room, 408 N. Spokane Street, Post Falls, ID 83854

WORKSHOP – 5:00 pm 2nd Floor Conference Room

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

a. Department Head Recruitment

Parks & Recreation Director Dave Fair has tendered his retirement effective December 31, 2025. City Administrator Shelly Enderud reviewed with council the proposed process to recruit and fill his position. City staff believe it would benefit the city to use an external recruiter to assist with this endeavor. The goal is to have the final candidate in the position before Mr. Fair's retirement date to allow information exchange. Next steps will be a contract with the recruiter and meetings with staff and the parks and recreation commission. The recruitment process will begin in the second quarter of this year.

b. Mayor and Council Salary Review

Deputy City Administrator Warren Wilson discussed mayor and council salaries. These salaries may only be changed in election years. The adoption of any changes must take place 75 days before the election (so at the August 19th meeting). Other comparable city compensation for these rolls was shown. Options will return to council during the FY26 budget process.

c. Long Range Financial Planning

City Administrator Shelly Enderud discussed the city's long-range financial planning efforts. Reasons for doing long-range financial planning were reviewed. Benefits for all participants of the plan (citizens, council, businesses, staff) were outlined. The city has contracted with FCS Group to assist with this project and produce a ten-year plan.

d. FY 2026 Budget Priorities

Deputy City Administrator Warren Wilson discussed the council's FY26 budget priorities. The goal of this discussion is to winnow the priorities down to the top five. Both staff and council's previously submitted budget priorities were reviewed. Council should submit specific fund requests to staff by March 31, 2025. The next budget workshop will be on May 15, 2025.

Meeting was adjourned at 6:53pm

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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Mayor Ronald G. Jacobson

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 2/19/25-3/5/25

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 March 5th, 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 \$698705.21 to be dated March 5th, 2025. The Hand Check Accountability is for Hand Checks issued February 7th, 2025 and total \$76601.28.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

698705.21

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 3.5.25
2. Hand Checks for Check Run 3.5.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT14620 - Check Run 3.5.25
Vendor Set: 01 - Vendor Set 01

Check Date: 2/20/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			BOND RELEASE - 5150 E. ANTARES	BOND RELEASE - 5150 E. ANTARES	001-22115	2,000.00
				BOND RELEASE - 5180 E. ANTARES	BOND RELEASE - 5180 E. ANTARES	001-22115	2,000.00
VEN15049	David Whitehead						
APMWB	Check			02.07.25	Reimbursement for AFLAC premium	001-21050	36.26
VEN15053	Inland Pacific Exteriors LLC						
APMWB	Check			BOND RELEASE - 1803 N. CATHERINE	BOND RELEASE - 1803 N. CATHERINE	001-22115	2,000.00
Balance Sheet Accounts Total:							6,036.26
Dept: 411 Mayor & Council							
P220	Post Falls Area Chamber of Commerce						
APMWB	Check			70818	2025 Chamber Tourism Grant	001-411.0000.63850	2,500.00
				70775	Feb Randy Connect for Lunch	001-411.0000.64010	25.00
				70762	Feb Ron Connect for Lunch	001-411.0000.64010	25.00
Dept 411 Total:							2,550.00
Dept: 412 Information Systems							
A017	A-Tec, Inc.						
APMWB	Check			6444	Velocity Server SSA	001-412.0000.92076	637.78
C140	CDW Government Inc.						
APMWB	Electronic Funds Transfr			AC6BD9C	Water/Streets firewall - Transceiver	001-412.0000.80010	1,597.69
Dept 412 Total:							2,235.47
Dept: 414 Finance							
B091	BDS						
APMWB	Check			98753	Utility Billing	001-414.1445.62170	6,269.50
						001-414.1445.62190	3,892.07
V040	ODP Business Solutions						
APMWB	Check			411041933001	Office Supplies-Finance	001-414.0000.63060	169.00
Dept 414 Total:							10,330.57
Dept: 417 Media/Cable Franchise							
V040	ODP Business Solutions						
APMWB	Check			411935066001	Office Supplies-Media	001-417.0000.63060	60.77
Dept 417 Total:							60.77
Dept: 418 Human Resources							
D09750	DeVries Info Management						
APMWB	Check			01902819-HR	January 2025 Shredding for HR	001-418.0000.63060	55.00
Dept 418 Total:							55.00
Dept: 421 Police							
VEN14905	Car Wash Plaza						
APMWB	Check			1329	PD Car Washes - January	001-421.0000.67170	100.00
VEN14145	Charter Communications						
APMWB	Electronic Funds Transfr			228876901020125	Substation Internet	001-421.0000.65030	139.99
C220	Coleman Oil Co						
APMWB	Check			CP-0223150	PD Gasoline	001-421.0000.64030	5,247.66
C3090	Columbia Electric Supply						
APMWB	Check			1120-1020523	PD Shop - Cable Ties	001-421.0000.67100	274.00
VEN15050	Enformion LLC						
APMWB	Electronic Funds Transfr			30297	Enformion Annual Renewal	001-421.0000.62040	1,250.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	257108	PFPD 141 Front Latch	001-421.0000.67100	192.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	030455210	PD Detective Polos x6	001-421.4000.72000	253.92
		030374979	PD Gloves for Patrol x6	001-421.4000.72000	198.72
		030362220	PD Polos for Detectives x4	001-421.4000.72000	169.28
		030374974	PD Detectives Polos x3	001-421.4000.72000	126.96
		030362201	PD Gloves for Patrol x3	001-421.4000.72000	99.36
		030418989	PD Detective Polo	001-421.4000.72000	42.32
VEN14850	Legacy Heating and Cooling				
APMWB	Check	27138935	PD HVAC Maintenance	001-421.0000.68030	150.00
N001	Napa Auto Parts				
APMWB	Check	328892	PFPD100 Electrical Connectors	001-421.0000.67100	26.04
		328769	PD Core Deposits	001-421.0000.67100	-334.42
		328848	PD Core Deposit & Warranty	001-421.0000.67100	-140.86
		328770	PFPD117 Antifreeze & Coolant	001-421.0000.67100	16.98
		328430	PFPD142 Belt	001-421.0000.67100	24.06
		330079	PD Stock Wiper Blades	001-421.0000.67100	49.89
		328429	PFPD142 CV Axle	001-421.0000.67100	92.58
		329544	PFPD141 CV Axles	001-421.0000.67100	92.58
		328788	PFPD117 Dual Fan Assembly	001-421.0000.67100	143.98
		328755	PFPD117 Battery & Core Deposit	001-421.0000.67100	144.55
		328877	PFPD122 Brake Pad, Rotors	001-421.0000.67100	246.38
		328470	PFPD142 Valve, Spark Plugs, Power Steerir	001-421.0000.67100	167.24
		329717	PFPD122 Rotors	001-421.0000.67100	179.30
		328878	PFPD135 Brade Pad, Rotors	001-421.0000.67100	229.35
		328771	PFPD117 Coolant	001-421.0000.67100	84.90
V040	ODP Business Solutions				
APMWB	Check	401123559001	Office supplies-Police	001-421.0000.63060	187.29
				001-421.0000.66042	98.48
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	53892	PD Applicant Testing	001-421.0000.62040	25.00
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	70271	Post Fallidays TTF Attendees	001-421.0000.64010	70.00
R060	Ragan Equipment Co.				
APMWB	Check	01-154538	PD Shop Bolts, Misc Hardware	001-421.0000.67100	19.92
R251	Serights Ace Hardware				
APMWB	Check	363508/1	PD Shop Nails, Bolts, Nuts	001-421.0000.67100	6.57
		363559/1	PD Tube Cutter, Connector	001-421.0000.68010	19.78
		363630/1	PD Compression Sleeve, Connectors	001-421.0000.68010	8.98
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4820215	Herborn Tower Rent	001-421.0000.62040	676.08
VEN14751	Tetiri, LLC				
APMWB	Check	69	Substation Semi-Annual HVAC Maintenance	001-421.0000.68030	188.04
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	NV/2024/00985	PD Uniforms - Essaulov	001-421.4000.72000	1,377.58
		INV/2024/02122	PD Uniform Name Plate - Levno	001-421.4000.72000	19.99
		INV/2024/02509	PD Uniform Polo - Mealer	001-421.4000.72000	58.99
		INV/2025/00152	PD Uniforms - Ford	001-421.4000.72000	1,392.49
		INV/2024/01341	PD Jumpsuits	001-421.4000.72000	445.59
		INV/2024/01202	PD Jumpsuit - Bowne	001-421.4000.72000	525.59
		INV/2024/02429	PD Uniforms - Blaschka	001-421.4000.72000	1,244.49
		INV/2025/00031	PD Uniforms - Crone	001-421.4000.72000	1,361.57
		IINV/2024/00984	PD Uniforms - Zentgraf	001-421.4000.72000	1,377.58
U0010	ULINE				
APMWB	Check	188867064	PD Chair for Detectives	001-421.0000.63060	374.28
VEN10773	Verizon Wireless Services, LLC				
APMWB	Check	9022368915	PD Investigative Service	001-421.0000.63920	150.00
		9022373357		001-421.0000.63920	225.00
		9022388284		001-421.0000.63920	75.00
VEN03255	Ziply Fiber				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	208-197-1077-0524	PD Internet	001-421.0000.65030	435.00
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
		208-197-1085-0524	PD Ethernet	001-421.0000.65030	423.00
Dept 421 Total:					20,216.55
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0223150	PD Gasoline	001-427.0000.64030	293.18
V040	ODP Business Solutions				
APMWB	Check	409666323001	Office Supplies-Police	001-427.0000.63060	130.65
Dept 427 Total:					423.83
Dept: 431 Streets					
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transfr	1004811	Dumping gravel	001-431.0000.68130	195.93
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	181081	Seltice Way Rehab JUB Invoice Dec 2024	001-431.0000.95040	14,480.00
VEN14930	National Safety Inc				
APMWB	Check	0748786-IN	Safety Glasses	001-431.0000.63110	94.66
Dept 431 Total:					14,770.59
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4220512034	Fleet Laundry & Rug Service	001-434.0000.63160	69.06
VEN03826	FMI Equipment				
APMWB	Check	SPK-1013250	Fuel Filter - stock order	001-434.0000.63012	39.85
N001	Napa Auto Parts				
APMWB	Check	329566	Oil - stock	001-434.0000.63011	142.58
		329564	oil - stock	001-434.0000.63011	106.93
		329512	Lamp - stock order	001-434.0000.63011	39.00
		329558	Spark plug, air filter - P470	001-434.0000.63012	29.53
		329564	oil - stock	001-434.0000.63012	124.76
		329566	Oil - stock	001-434.0000.63012	142.57
		329561	Battery - P470	001-434.0000.63012	71.95
		329564	oil - stock	001-434.0000.63013	124.75
		329566	Oil - stock	001-434.0000.63013	122.21
P180	Perfection Tire				
APMWB	Check	1085811	Tires - P311	001-434.0000.67190	43.91
T106	Titan Truck Equipment				
APMWB	Check	1379220	S131 Up-fit	001-434.0000.90010	4,120.80
Dept 434 Total:					5,177.90
Dept: 441 Urban Forestry					
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-278897	Bench Grinder	001-441.0000.66190	279.00
F120	Forestry Suppliers, Inc.				
APMWB	Check	624756-01	Blades for Pole Saw	001-441.0000.67090	188.25
U0010	ULINE				
APMWB	Check	188836690	Oil absorbent rolls for UF	001-441.0000.66190	114.52
Dept 441 Total:					581.77
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I59342	Corbin Portable Restrooms	001-443.0000.65050	197.00
		I59375	Q'emiln Portables	001-443.0000.65050	448.00
		I59384	Kiwanis Portable	001-443.0000.65050	112.00
		I59385	White Pine Portable	001-443.0000.65050	112.00
		I59371	Woodbridge Portable Restroom	001-443.0000.65050	85.00
		I59340	4th St. Trailhead Portable	001-443.0000.65050	112.00
		I59347	Skate Park Portable	001-443.0000.65050	112.00
		I59372	The Landings Portable	001-443.0000.65050	112.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	I59404	Falls Park Portable	001-443.0000.65050	127.00
		I59383	Tullamore Park Portable	001-443.0000.65050	112.00
		I59341	Black Bay Portable	001-443.0000.65050	85.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	14902	Re-Key Community Garden Building	001-443.0000.62180	155.00
R251	Serights Ace Hardware				
APMWB	Check	363607/1	Scraper Mat	001-443.0000.63150	14.39
		363688/1	Wire Clip for Trailer	001-443.0000.66190	12.04
		363491/1	Hardware for Parks	001-443.0000.67030	23.24
		363642/1	Hardware for Wood Shop	001-443.0000.67030	54.84
		363635/1	Hardware for Construction	001-443.0000.67030	47.66
		363768/1	Hardware for Chase Shop	001-443.0000.67030	43.58
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	149941764-001	Rakes & PVC	001-443.0000.67090	127.58
		14625401-001	Turfce for Sports Fields	001-443.0000.68170	5,998.32
U0010	ULINE				
APMWB	Check	189115248	Stainless TP Dispenser & TP	001-443.0000.63150	549.70
Z026	Ziegler Lumber Co #017				
APMWB	Check	854381	Lumber for Construction	001-443.0000.68160	155.10
Dept 443 Total:					8,795.45
Dept: 445 Recreation					
VEN02320	BMI				
APMWB	Check	57430929	Music Licensing Fee	001-445.0000.62170	446.00
VEN01020	Cindy Jacobs				
APMWB	Check	02.11.25	Contractual January Payment	001-445.0000.62040	81.90
VEN14999	Coeur Climbing Company LLC				
APMWB	Check	02.20.25	Contractual Payment	001-445.0000.62040	624.00
N2332	Collins, Tom				
APMWB	Check	02.11.25	January Contractual Payment	001-445.0000.62040	256.90
U140	UpScale Mail				
APMWB	Check	342523	Dance Costume return to Weissman	001-445.0000.63070	20.04
VEN15000	Wiley E. Waters				
APMWB	Check	10.01.25	Summer Contractual Payment	001-445.0000.62040	152.00
Dept 445 Total:					1,580.84
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	00000031978-0123	Public Notice Briner/SpyglassANNX-24-7 & 1	001-451.0000.62000	295.67
		0000032284-01312	Public Notice Poleline & Zorros ANN-24-2	001-451.0000.62000	313.89
		0000031979-01232	Public Notice Elfers Annexation ANN-24-1C	001-451.0000.62000	286.98
		0000032272-01312	Public Notice Early Dawn & Zorros ANN-24001	001-451.0000.62000	255.17
V040	ODP Business Solutions				
APMWB	Check	410396697001	Office supplies-Community Development	001-451.0000.63060	137.90
R1541	Ricoh USA Inc.				
APMWB	Check	5070917024	Monthly Contract Charges for CD Copiers	001-451.1901.66140	75.53
Dept 451 Total:					1,365.14
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	98753	Utility Billing	001-452.0000.62040	50.00
V040	ODP Business Solutions				
APMWB	Check	410396697001	Office supplies-Community Development	001-452.0000.63060	137.85
P4835	ProPrint				
APMWB	Check	66956	Proprint - Keela Smidt business cards	001-452.0000.63060	31.00
R1541	Ricoh USA Inc.				
APMWB	Check	5070917024	Monthly Contract Charges for CD Copiers	001-452.1901.66140	75.53
Dept 452 Total:					294.38
Dept: 453 Engineering					
V040	ODP Business Solutions				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB R1541	Check Ricoh USA Inc.	410396697001	Office supplies-Community Development	001-453.0000.63060	137.85
APMWB	Check	5070917024	Monthly Contract Charges for CD Copiers	001-453.1901.66140	75.55
Dept 453 Total:					213.40
Fund 001 Total:					74,687.92
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB VEN14039	Electronic Funds Transf OneBridge	333513	Benefit Consulting 02/2025	003-482.0000.62040	2,500.00
APMWB A6000	Check Rehn & Associates, Inc.	INV-3775	February 2025 HSA Admin Fees	003-482.4155.71210	150.00
APMWB	Check	INV-00206421	January COBRA leterrs	003-482.0000.62160	112.00
Dept 482 Total:					2,762.00
Fund 003 Total:					2,762.00
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
A017	A-Tec, Inc.				
APMWB V040	Check ODP Business Solutions	6442	City Hall Remodel A-Tec Invoice	011-491.1801.93163	35,397.87
APMWB	Check	411041933001	Office Supplies-Finance	011-491.1801.93163	62.65
Dept 491 Total:					35,460.52
Fund 011 Total:					35,460.52
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	Jan 25 Impact Fees	Janaury 2025 Impact Fees	034-428.0000.33117	-120.00
				034-428.0000.62040	1,934.34
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	Jan 25 Impact Fees	January 2025 Impact Fees	034-428.0000.33117	-240.00
				034-428.0000.62040	17,124.38
Dept 428 Total:					18,698.72
Fund 034 Total:					18,698.72
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB A228	Check A-L Compressed Gases, Inc.	144006	Phosphorus Testing	650-463.0000.68360	45.00
APMWB	Check	0003045213	High Pressure Switch 12/2024	650-463.0000.68025	9.08
		0003046644	High Pressure Rental	650-463.0000.68025	9.08
A424	Anatek Labs, Inc.				
APMWB VEN03129	Check Barr Tech LLC	2502815	Surface Water	650-463.0000.68360	595.00
APMWB C140	Check CDW Government Inc.	10200	Bio Solids Disposal Jan 2025	650-463.0000.62150	85,797.54
APMWB VEN14736	Electronic Funds Transf Cintas Corporation No. 3	AC6BD9C	Water/Streets firewall - Transceiver	650-463.0000.80010	3,195.38
APMWB	Check	4220512222	WWTP Uniforms	650-463.4000.72000	174.09
		4219042737	WWTP Uniforms	650-463.4000.72000	174.09
		4219777172	WWTP Iniforms	650-463.4000.72000	174.09
C3090	Columbia Electric Supply				
APMWB	Check	1120-1020286	Card for plant PLC	650-463.0000.68025	1,072.21
		1120-1020499	3/4 Conduit	650-463.0000.68025	16.87

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	1120-1020478	WWTP Shop Supplies	650-463.0000.68025	27.86
G098	Grainger				
APMWB	Check	9386766993	Screwdriver Set	650-463.0000.67090	45.87
		9366031129	Guard Plastic	650-463.0000.68025	45.02
		9384409125	Fire Hose Nozzle, Air Filters	650-463.0000.68025	151.97
H030	Hach Company				
APMWB	Check	14360736	Lab Supplies	650-463.0000.63400	1,274.35
		14357445		650-463.0000.63400	322.99
		14360727	BOTTLE W/CAP, RECT 1000ML	650-463.0000.63400	119.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0181613	January 2025 Hopper Project Consulting	650-463.3125.95520	1,976.80
K0037	K & N, and Impel Company				
APMWB	Electronic Funds Transf	0142691	Remove Broken Shaft	650-463.0000.68025	600.00
L060	Les Schwab Central Billing Dep				
APMWB	Check	10501051202	Loader Flat Repair	650-463.0000.67170	184.98
N001	Napa Auto Parts				
APMWB	Check	328491	Filters & Oil	650-463.0000.68025	364.47
VEN14930	National Safety Inc				
APMWB	Check	0748570-IN	Spill Kit	650-463.0000.63110	254.42
N040	NCL of Wisconsin, Inc.				
APMWB	Check	514795	WW Lab Supplies	650-463.0000.63400	872.59
N107	Norlift Inc				
APMWB	Electronic Funds Transf	10010555	4' truss boom with hydraulic winch	650-463.0000.90010	16,750.00
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5187923	Buffer Standard Solution pH 7.413	650-463.0000.63400	99.73
		5187922	Buffer Standard Solution pH 6.865	650-463.0000.63400	189.39
		5187791	200ml Disposable Aluminum Weigh Dish	650-463.0000.63400	84.81
		5187925	Buffer Standard Solution pH 7.413	650-463.0000.63400	99.73
V040	ODP Business Solutions				
APMWB	Check	411868588001	Office Supplies-Wastewater	650-463.0000.63060	126.20
		409956259001		650-463.0000.63060	104.84
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032256977	Lifting Socket Flush Mount	650-463.0000.63110	833.58
R251	Serights Ace Hardware				
APMWB	Check	363176/1	Air filter	650-463.0000.68010	18.87
		363480/1	Marker & Jack Surface Mount	650-463.0000.68025	16.40
		363181/1	Super Clean, Shop Towels	650-463.0000.68025	21.58
		363548/1	Tape & Glue	650-463.0000.68025	23.19
		363187/1	WWTP Supplies	650-463.0000.68025	33.57
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transf	11761539	PCB analysis	650-463.0000.68360	3,257.35
U1006	Univar Solutions USA, LLC				
APMWB	Check	52757948	Polymer	650-463.0000.63480	8,135.20
		52753794	Aluminum Sulfate	650-463.0000.63490	6,519.60
		52730634		650-463.0000.63490	6,554.96
U145	USABlue Book				
APMWB	Check	INV00608274	PTFE Stopcock; 25mL Class	650-463.0000.63400	393.85
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transf	511	Poly Programming Change and Operation C	650-463.0000.62040	480.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	851683	10 lb. Rockite Fast-Setting Cement	650-463.0000.68025	19.99
Dept 463 Total:					141,265.59
Dept: 466 Wastewater - Collections					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4219042737	WWTP Uniforms	650-466.4000.72000	174.10
		4220512222	WWTP Uniforms	650-466.4000.72000	174.10
		4219777172	WWTP Iniforms	650-466.4000.72000	174.10
VEN03032	DIVCO				
APMWB	Check	SVC102596	12th Ave LS- Unit Frozen	650-466.0000.68010	164.00
		SVC102595	Ponderosa LS Unit Frozen	650-466.0000.68010	164.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N001	Napa Auto Parts				
APMWB	Check	329342	Hose Clamp & Terminal	650-466.0000.63006	11.82
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032256977	Lifting Socket Flush Mount	650-466.0000.63110	833.58
		0032253021	O2 Gas Watch Sensor	650-466.0000.63110	126.67
		0032258092	Gas Monitor	650-466.0000.63110	1,130.66
P310	Platt Electric Supply				
APMWB	Check	0Y40216	WWTP Supplies	650-466.0000.63330	36.16
R251	Serights Ace Hardware				
APMWB	Check	363424/1	Collections Camera Van	650-466.0000.63330	27.87
		363463/1	Tie-Down & Antifreeze	650-466.0000.63330	35.96
		363502/1	Flash Light	650-466.0000.63330	44.99
		363419/1	Collections Camera Van	650-466.0000.63330	7.64
		363355/1	Waste Basket, Tape, Lighter Fluid	650-466.0000.63330	39.83
Dept 466 Total:					3,145.48
Fund 650 Total:					144,411.07
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	181081	Seltice Way Rehab JUB Invoice Dec 2024	652-463.3229.95520	18,780.00
VEN14957	Sonray Enterprises LLC				
APMWB	Check	514	12th Ave FM - 16" Valve Air Test Invoice	652-463.3228.95520	1,164.95
Dept 463 Total:					19,944.95
Fund 652 Total:					19,944.95
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	060328	Green waste	700-461.0000.65050	14.00
		41887	Wood waste	700-461.0000.65050	50.00
		41838	green waste	700-461.0000.65050	550.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2759835	Dumpsters	700-461.0000.65050	63.45
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/11-56605	General Refuse	700-461.0000.65050	39.88
C115	Northwest Waste and Recycling				
APMWB	Electronic Funds Transf	2.10.25	Sanitaiton Monthly Contract	700-461.0000.62042	390,474.05
Dept 461 Total:					391,191.38
Fund 700 Total:					391,191.38
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	143988	Water Testing	750-462.0000.68360	150.00
		144053	Water Testing	750-462.0000.68360	30.00
		144052	Water Testing	750-462.0000.68360	150.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transf	2759189	Recycling Bin Rental	750-462.0000.65050	4.00
VEN05261	CDA PAVING				
APMWB	Check	103068	Crushed Rock	750-462.0000.63280	93.56
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	AC6BD9C	Water/Streets firewall - Transceiver	750-462.0000.80010	1,597.69
VEN15047	Dreis & Krump Mfg. Co				
APMWB	Check	13606	Box & Hand Brake	750-462.0000.90050	8,900.00
H003	H.D. Fowler Company				
APMWB	Check	16896208	Blue Flags	750-462.0000.63280	48.00
I129	Idaho Rural Water Assoc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	E6975	Water Distribution I/II Certification Review JV	750-462.0000.64020	120.00
		E6966		750-462.0000.64020	120.00
		E6967	Fundamentals of SCADA & Telemetry Justin	750-462.0000.64020	60.00
N0991	Norco Inc				
APMWB	Check	0042802865	THIN CUT-OFF WHEEL 4-1/2X045X7/8	750-462.0000.63280	41.71
R251	Serights Ace Hardware				
APMWB	Check	363684/1	Water shop supplies	750-462.0000.63280	104.35
		363534/1	Shovel & Poly	750-462.0000.63280	49.48
		363593/1	TARP SILVER/BLACK 6'X8	750-462.0000.63280	17.99
		363534/1	Shovel & Poly	750-462.0000.68010	49.47
		363397/1	Primer & Spray Paint	750-462.0000.68010	12.40
Dept 462 Total:					11,548.65
Fund 750 Total:					11,548.65
Report Total:					698,705.21



Fund	Account	Amount
001 - GENERAL FUND		
	001-21050	36.26
	001-22115	6,000.00
	001-411.0000.63850	2,500.00
	001-411.0000.64010	50.00
	001-412.0000.80010	1,597.69
	001-412.0000.92076	637.78
	001-414.0000.63060	169.00
	001-414.1445.62170	6,269.50
	001-414.1445.62190	3,892.07
	001-417.0000.63060	60.77
	001-418.0000.63060	55.00
	001-421.0000.62040	1,951.08
	001-421.0000.63060	561.57
	001-421.0000.63920	450.00
	001-421.0000.64010	70.00
	001-421.0000.64030	5,247.66
	001-421.0000.65030	1,161.49
	001-421.0000.66042	98.48
	001-421.0000.67100	1,515.04
	001-421.0000.67170	100.00
	001-421.0000.68010	28.76
	001-421.0000.68030	338.04
	001-421.4000.72000	8,694.43
	001-427.0000.63060	130.65
	001-427.0000.64030	293.18
	001-431.0000.63110	94.66
	001-431.0000.68130	195.93
	001-431.0000.95040	14,480.00
	001-434.0000.63011	288.51
	001-434.0000.63012	408.66
	001-434.0000.63013	246.96
	001-434.0000.63160	69.06
	001-434.0000.67190	43.91
	001-434.0000.90010	4,120.80
	001-441.0000.66190	393.52
	001-441.0000.67090	188.25
	001-443.0000.62180	155.00
	001-443.0000.63150	564.09
	001-443.0000.65050	1,614.00
	001-443.0000.66190	12.04
	001-443.0000.67030	169.32
	001-443.0000.67090	127.58
	001-443.0000.68160	155.10
	001-443.0000.68170	5,998.32
	001-445.0000.62040	1,114.80
	001-445.0000.62170	446.00
	001-445.0000.63070	20.04
	001-451.0000.62000	1,151.71
	001-451.0000.63060	137.90
	001-451.1901.66140	75.53
	001-452.0000.62040	50.00
	001-452.0000.63060	168.85
	001-452.1901.66140	75.53
	001-453.0000.63060	137.85
	001-453.1901.66140	75.55
Fund 001 Total:		74,687.92

003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	112.00
003-482.4155.71210	150.00
Fund 003 Total:	2,762.00
011 - FACILITY BUILDING RESERVE	
011-491.1801.93163	35,460.52
Fund 011 Total:	35,460.52
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-360.00
034-428.0000.62040	19,058.72
Fund 034 Total:	18,698.72
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	480.00
650-463.0000.62150	85,797.54
650-463.0000.63060	231.04
650-463.0000.63110	1,088.00
650-463.0000.63400	3,456.44
650-463.0000.63480	8,135.20
650-463.0000.63490	13,074.56
650-463.0000.67090	45.87
650-463.0000.67170	184.98
650-463.0000.68010	18.87
650-463.0000.68025	2,411.29
650-463.0000.68360	3,897.35
650-463.0000.80010	3,195.38
650-463.0000.90010	16,750.00
650-463.3125.95520	1,976.80
650-463.4000.72000	522.27
650-466.0000.63006	11.82
650-466.0000.63110	2,090.91
650-466.0000.63330	192.45
650-466.0000.68010	328.00
650-466.4000.72000	522.30
Fund 650 Total:	144,411.07
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3228.95520	1,164.95
652-463.3229.95520	18,780.00
Fund 652 Total:	19,944.95
700 - SANITATION	
700-461.0000.62042	390,474.05
700-461.0000.65050	717.33
Fund 700 Total:	391,191.38
750 - WATER OPERATING	
750-462.0000.63280	355.09
750-462.0000.64020	300.00
750-462.0000.65050	4.00
750-462.0000.68010	61.87
750-462.0000.68360	330.00
750-462.0000.80010	1,597.69
750-462.0000.90050	8,900.00
Fund 750 Total:	11,548.65
Report Total:	698,705.21

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

2/7/2025	\$52.51	99633	AT&T Long Distance	Pay Before Due Date
2/7/2025	\$656.17	99634	AT&T Mobility	Pay Before Due Date
2/7/2025	\$628.35	99635	AT&T Mobility	Pay Before Due Date
2/7/2025	\$830.39	99636	Avista	Pay Before Due Date
2/7/2025	\$31,711.61	99637	Idaho State Tax Commission	Pay Before Due Date
2/7/2025	\$40,299.32	99638	Kootenai Electric	Pay Before Due Date
2/7/2025	\$378.03	99640	Post Falls Food Bank	Pay Before Due Date
2/7/2025	\$238.00	99641	Ross Point Water	Pay Before Due Date
2/7/2025	\$440.11	99642	Verizon Wireless	Pay Before Due Date
2/7/2025	\$80.02	99643	Verizon Wireless	Pay Before Due Date
2/7/2025	\$170.22	99644	Verizon Wireless	Pay Before Due Date
2/7/2025	\$246.66	99645	Verizon Wireless	Pay Before Due Date
2/7/2025	\$120.03	99646	Verizon Wireless	Pay Before Due Date
2/7/2025	\$120.03	99647	Verizon Wireless	Pay Before Due Date
2/7/2025	\$431.74	99648	Ziply Fiber	Pay Before Due Date
2/7/2025	\$198.09	99649	Ziply Fiber	Pay Before Due Date
	\$76,601.28			

K RUN 03.05.25

001-445.0000.65030

650-466.0000.65030

650-463.0000.65030

Various

001-22095, 700-22095

Various

001-22110

Various

Various

001-452.0000.65030

001-443.0000.65030

Various

001-453.0000.65030

001-424.0000.65030

650-463.0000.65030

001-445.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Bogie Subdivision Master Development Agreement (SUBD-24-1)

ITEM AND RECOMMENDED ACTION:

Approve the attached Master Development Agreement that is associated with the Bogie Subdivision Master Development Agreement (File No. SUBD-24-1). A presentation is not planned on this item.

DISCUSSION:

On October 8, 2024 the Planning and Zoning Commission held a public hearing on the Bogie Subdivision and issued a reasoned decision approving the subdivision on December 10th, 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 October 8, 2024, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on December 10, 2024 approving the subdivision.

APPROVED OR DIRECTION GIVEN:

On October 8, 2024 the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on December 10, 2024 approving the subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Bogie Subdivision Master Development Agreement File No. SUBD-24-1

**MASTER DEVELOPMENT AGREEMENT
FOR
BOGIE SUBDIVISION
(File No. SUBD-24-1)**

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 **Andrey Russu**, 20042 S. Providence Lane, Worley, Idaho 83876 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **4.20** 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 **Bogie Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the (**Bogie Subdivision Narrative, Exhibit A-2, File # SUBD-24-1, 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 **Bogie 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 **October 8, 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 Bogie Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described as:

POST FALLS IRR TRS, N2-TR 56 EX N 20 FT & W 25 FT BLK 25 Section 25
Township 51N Range 05W

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
Andrey Russu
20042 S. Providence Lane
Worley, ID 83876

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

If City receives notice from a Mortgagee requesting a copy of any notice of default given 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 (Bogie Subdivision Narrative, Exhibit A-2, File # SUBD-24-1, Post Falls Community Development Department)

Exhibit 2: Reasoned Decision, Bogie Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties;

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



Andrey Russu

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)

OWNER/DEVELOPER

STATE OF ID)
 :SS
County of Kootenai)

This record was acknowledged before me on 2/10/25 by **Andrey Russu**.



(Stamp Above)

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

Exhibit 1

**Project Narrative
Greensferry Subdivision (Andrey Russu)**

This is an 18-lot preliminary subdivision on 4.2 acres located at the southeast corner of Greensferry Road & Bogie Drive. Street address of 2700 N. Greensferry Road, Post Falls, Idaho.

The property has approximately 7' in elevation change with a low point near the center of the parcel. There are existing structures on the west side of the site that are proposed to be removed and/or demolished.

All lots are proposed to take access from a proposed public street that will connect to Bogie Drive.

This site will be served by Ross Point Water and Public Sewer.

The property is surrounded on all sides by single family homes or duplexes. The applicant feels this project is in compliance with applicable sections of the Uniform Development Code and other applicable regulations.

Exhibit 2

**Bogie Subdivision
File No. SUBD-24-1**

**Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: George Anderson

OWNER: Andrey Russu

LOCATION: The southeast corner of E. Bogie Drive and N. Greensferry Road.

REQUEST: To subdivide approximately 4.2-acres into 18 single-family lots within the Single-Family Residential (R-1) zoning designation.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Preliminary Plan
5. A-5 Owner Authorization
6. A-6 Will Serve 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 YPL Comments
13. PA-4 PFPD Comments
14. PA-5 ITD Comments
15. PA-6 PFHD Comments
16. P&Z Staff Report
17. Testimony at the October 8, 2024, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 8, 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 4.2-acres into 18 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.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the applicant, George Anderson on behalf of the owner, Andrey Russu, is requesting to subdivide approximately 4.2-acres into 18 single-family lots within the Single-Family Residential (R-1) zoning designation.

Mr. Porter testified that the property is located on the southeast corner of E. Bogie Drive and N. Greensferry Road.

He testified as to the surrounding land uses that there is a Kootenai County lot directly south of the subject site that is being used for a single-family home and the property abuts Wrenley Estates on the east, which is another single-family residential subdivision in the City. The surrounding zoning in the City are other single-family R-1 zoned properties with utility services are available.

Regarding the subdivision review criteria Mr. Porter testified water will be provided by the Ross Point Water District and wastewater is proposed by the City of Post Falls. The proposed subdivision plan showed that both the lot configuration and the proposed street layout aligns with the city's transportation element of Transportation Master Plan, and that the site was free from significant soil or topographical hazards, but any onsite septic systems will be required to be removed at the time of development. The subdivision proposal conforms to the city's zoning requirements for single-family residences in size and area. Additionally, that impact fees will be charged to cover the new development's fair share of regional infrastructure costs. Mr. Porter also testified that the existing structures are to be demolished upon development to his knowledge.

George Anderson, Applicant

Mr. Anderson was not present to testify.

The hearing was opened for public comment.

In Favor: None

Neutral: None

In Opposition: None

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 Ross Point Water District will be the water service provider and the service is adequate for 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. Additionally, the existing on-site structures are to be removed and existing septic to be abandoned.

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 provided connectivity between the proposed development and future developments in its proposed streets.

- 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 and therefore the proposal satisfies this criterion.

- 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 of the city's code 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. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
6. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.

REASONED DECISION

7. Direct access to or from residential lots to Bogie Avenue and Greensferry Road shall be prohibited on the face of the plat.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Avenue and Greensferry Road, including all landscaping, irrigation, and removal of snow from sidewalks and trails.
10. Existing septic systems shall be abandoned in compliance with Panhandle Health District requirements.
11. All existing structure shall be demolished prior to the recordation of the final plat.

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

Not applicable.

E. CONCLUSION

SUBD-24-1: 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 _____

12-10-24
Date

James Stoff
Chairman

Nancy Thurner
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

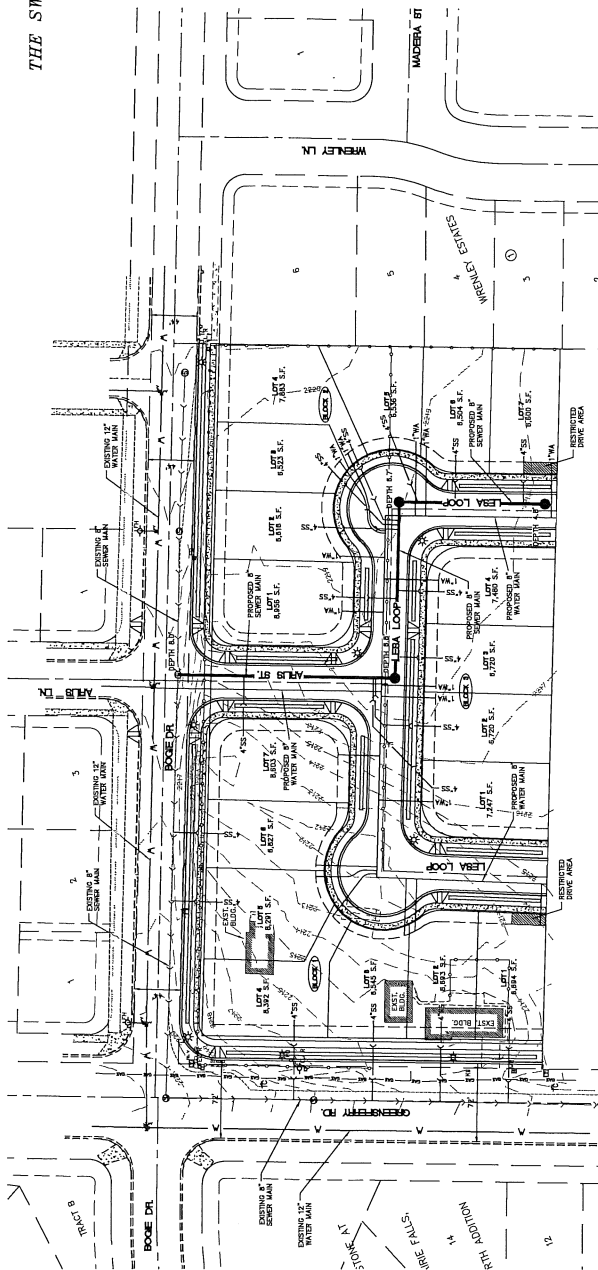
The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b),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

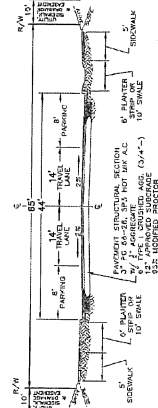
The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under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

*GREENSFERRY SUBDIVISION
PRELIMINARY DESIGN*

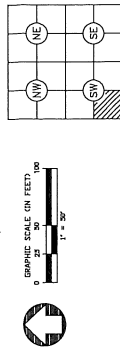
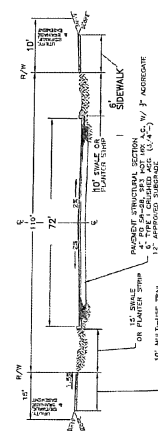
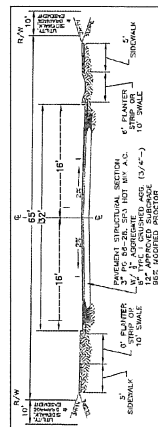
THE SW1/4 OF THE SW1/4 OF SEC.25, T51N, R5 W.B.M.
POST FALLS, IDAHO



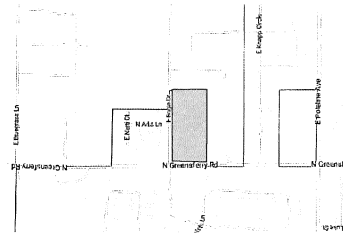
LESA LOOP
TYPICAL SECTION



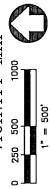
LESA LOOP
TYPICAL SECTION

PRELIMINARY
PLAT LEGEND

- POWER POLE
POWER POLE ANCHOR
TEL. RISER
MAILBOX CLUSTER
FIRE HYDRANT
WATER METER
WATER VALVE
SEWER MANHOLE
SEWER LINE
WATER LINE
FENCE LINE
STREET LIGHT
FIBER OPTICS BOX



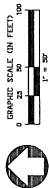
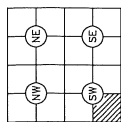
VICINITY MAP



909 N. ARCONNE RD
SPOKANE VALLEY, WA 99212
509-926-1322



THE SW1/4 OF THE SW1/4 OF SEC.25, T51N, R5 W.B.M.
POST FALLS, IDAHO



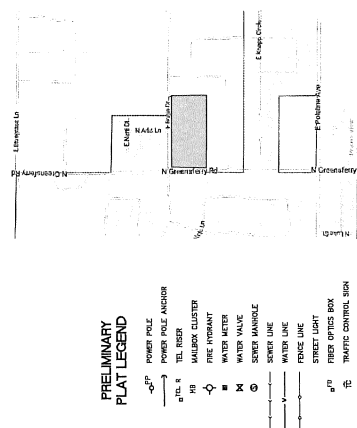
PROPERTY DESCRIPTION

THE NORTH HALF OF TRACT 58, PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK "C", PAGE 78;
SITUATE IN THE CITY OF POST FALLS, STATE OF IDAHO.

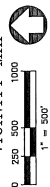
SITE DATA		REMARKS
EXISTING ZONE	R-1	
NUMBER OF PROPOSED LOTS	20	
TYPICAL LOT SIZE	7,320	
TOTAL LOT FRONTAGE	60'	
TOTAL AREA OF PLAT	4.2 ACRES	
OWNER/LOT FRONTAGE	ANDREY R3350	AI GENERAL CONTRACTORS LLC ANDREY@USJULIENGENERALCONTRACTORS.COM 380-367-0708
APPLICANT	ANDREY R3350	
SITE LOCATION	PARCEL ID: PT050205644 2705 N GREENDUFF RD SALT LAKE, UT 84054	
ADJACENT ZONES	INDUSTRIAL	
NEIGHBORING WATER	ROSS CANYON WATER DISTRICT	
ADJACENT WATER	PUBLIC	
ADJACENT WETLANDS		

NOTE:

UTILITY LINES SHOWN ARE APPROXIMATE AND ARE NOT TO BE USED FOR EXACT LOCATION.



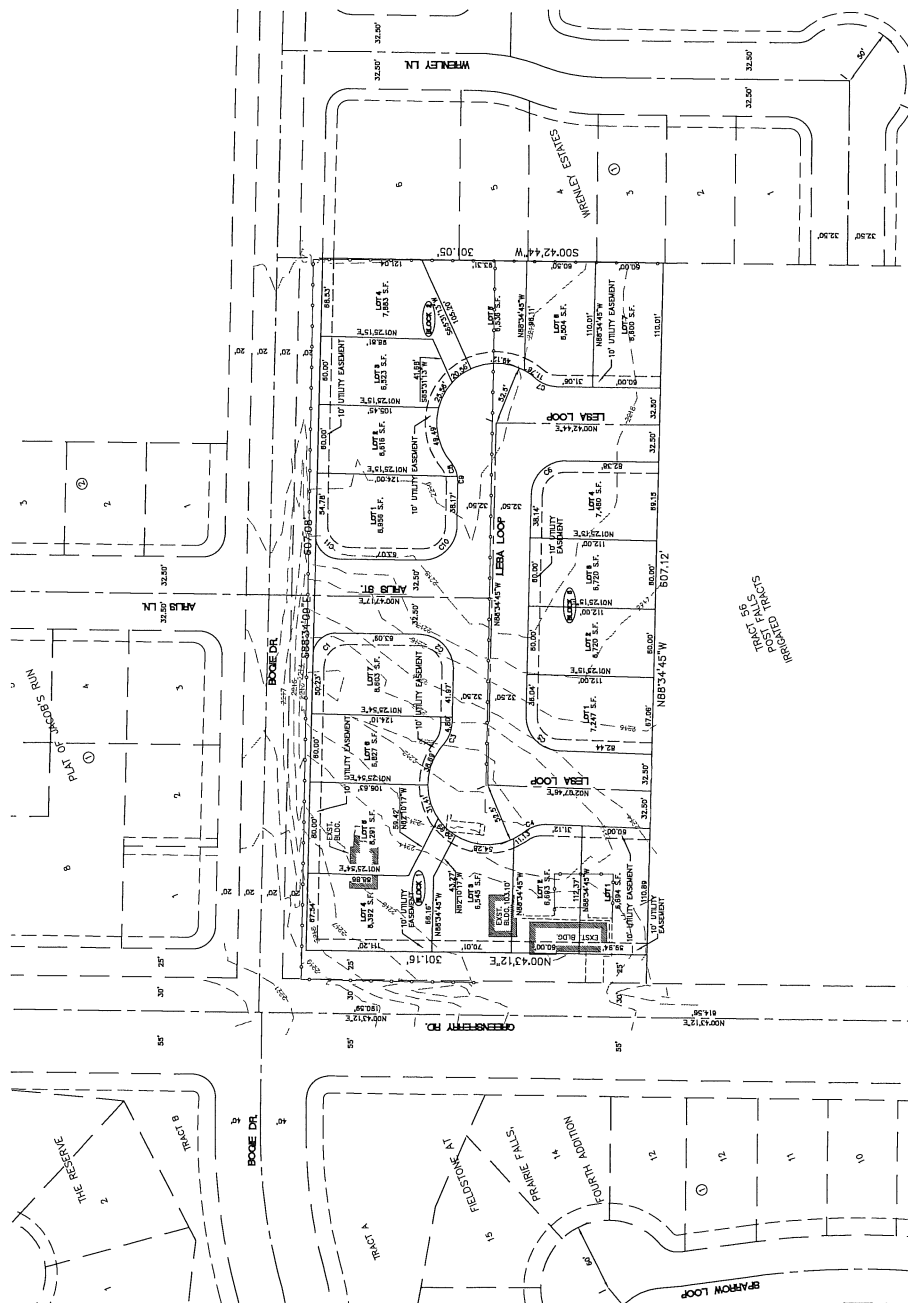
VICINITY MAP



909 N. ARGONNE RD
SPOKANE VALLEY, WA 99212
509-925-1322



THOMPSON
ENGINEERS, INC.



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: Long Range Financial Planning Agreement with FCS

ITEM AND RECOMMENDED ACTION:

It is recommended that the Council approve the proposed Long Range Financial Planning agreement and budget allocation as outlined above to enhance financial sustainability, service delivery, and strategic investment in community infrastructure.

DISCUSSION:

Purpose:

The purpose of this memorandum is to seek Council approval for the implementation of Long Range Financial Planning (LRFP) to ensure financial sustainability, enhance service delivery, and maintain fiscal strength for the City.

Background:

Long Range Financial Planning serves as a critical budget road map utilizing financial forecasting and strategizing to identify future challenges, opportunities, and fiscal imbalances. It supports informed decision-making through technical analysis of current, historical, and projected financial data, ensuring optimal resource allocation over the long term.

Justification:

The implementation of LRFP is essential due to:

- Increasing community expectations without a willingness to cut services.
- Aging infrastructure requiring significant investment.
- Rising costs outpacing revenue growth.
- Limited access to new revenue sources.
- Increased regulatory requirements.
- Long-term financial planning and investment reduces overall costs.

Benefits of LRFP:

- Ensures the delivery of efficient and effective services that facilitate economic opportunities and enhance the community's quality of life.
- Enables the City to be proactive rather than reactive in financial planning.
- Supports financial resiliency and sustainability while maintaining high service levels.
- Provides structural balance, ensuring prioritization of resources during financial surplus and deficiency.
- Ensures alignment of resources and expenditures with desired service levels.
- Encourages consistency in capital purchases and maintenance planning.

Stakeholder Impact:

- **Citizens:** Improved financial stewardship enhances community's quality of life.
- **Council:** Offers a structured framework for decision-making, ensuring consistency and quality control.
- **Businesses:** Encourages investment, business attraction, and retention within the community.
- **Department Heads and Staff:** Provides guidance in service level delivery and ensures long-term sustainability in workforce planning.

Proposal for Council Consideration:

FCS Group has proposed a Long Range Financial Planning study with the following deliverables:

- A **10-year General Fund Budget** including three (3) financial scenarios for Council review.
- Inclusion of **Street and Fleet Replacement/Deferred Maintenance**.
- Additional **replacement and deferred maintenance projects** as determined by staff.
- **Total proposed cost: \$37,655.**

Additionally, a **Companion Cost Allocation Plan Proposal** is available at a cost of \$53,000 and will be considered during the FY 2026 budget process.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council Workshop 02/19/2025.

APPROVED OR DIRECTION GIVEN:

Council supported placing the agreement on the 03/04/2025 Council meeting for consideration.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Annexation Fund Studies

BUDGET CODE:

017-410.0000.62040

ATTACHMENTS:

1. FCS Post Falls Long Range Financial Plan Contract

CONTRACT AGREEMENT

BETWEEN

FCS, a Bowman company

Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

AND

City of Post Falls

408 North Spokane St
Post Falls, ID 83854

PROJECT: Long-Range Financial Plan and Analysis

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **the City of Post Falls** as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Scope of Work and Task Plan**
- Exhibit B - Fee Schedule**
- Exhibit C - State Provisions**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20_____.

APPROVED:

FCS, a Bowman company

APPROVED:

City of Post Falls

Angie Sanchez Virnoche
Vice President and Principal

Date: _____

Date: _____

ATTEST:

SECTION I: RELATIONSHIP OF THE PARTIES

The **City of Post Falls** ("Client"), desires to enter into an agreement for a Long-Range Financial Plan ("Project"). In furtherance of the Project, the Client hereby contracts with **FCS, a Bowman company** ("FCS") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, **Shelly Enderud, City Administrator**, or a designee or designees identified in writing to FCS by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS shall perform the service for the Client which as defined in Exhibit A of this Agreement.

2. Contract Term: The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS within the time frame specified below:

Notice to Proceed: On or before March 1, 2025

Contract Term: Work on initial scope shall be completed by February 28, 2026

FCS agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS, and the suspensions last longer than 90 consecutive days, FCS shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS will be paid by the Client under the following terms:

Fixed Fee: FCS will be paid at hourly rates based on the rates attached hereto as Exhibit B. Total compensation to the Consultant will not exceed **\$37,655** without a change order approved in writing by both parties. Direct expenses will be charged as identified in Exhibit B. Payment will be made in monthly installments based on an invoice for services rendered in hours or percentage of completion and direct expenses incurred during the previous month. Upon completion of the Project, any remaining fee will be billed to Client.

Should any unforeseen project delays, not caused by FCS, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said

change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

FCS will invoice Client monthly, and payment shall be made within 30 days of receipt of invoice.

4. Supplemental Agreements: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope of and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This contract may be terminated by the Client by giving FCS written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. Indemnity: FCS shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS's negligent performance of the provisions of this Agreement; provided that if the Client and FCS are concurrently negligent, FCS shall be required to indemnify and defend only in proportion to negligence of FCS. These indemnity provisions shall not require FCS to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

If the Client makes changes to FCS work product without authorization of FCS, the indemnity provisions shall not require FCS to defend or indemnify the Client against any action that arises from the unauthorized changes to FCS work product.

8. All Work Produced is Joint Property of FCS and the Client: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS under this contract including the final report shall be the joint property of the Client and FCS. FCS may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS does not intend or imply any warranty for those programs.

9. Intended Use and Users of the Work Product: The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services at Exhibit A. No other users or uses are intended or implied. FCS is not a Municipal Advisor as defined by the US Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Clients will not represent the work products provided

under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS considers appropriate. However, FCS cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS cannot represent that the projected financial statements will be representative of the results that actually occur. FCS will endeavor to include appropriate comments drawing the readers' attention to these matters.

10. Integrated Agreement: This agreement together with attachments or addenda represents the entire and integrated agreement between the Client and FCS and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS.

11. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

12. Equal Opportunity: FCS is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. Venue Stipulation: his 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.

14. Notices: Notices to the Client shall be sent to the following address:

City of Post Falls

Attention: Shelly Enderud, City Administrator
408 North Spokane St
Post Falls, ID 83854

Notices to FCS shall be sent to the following address:

FCS, a Bowman company

Attention: Angie Sanchez Virnoche, Vice President and Principal
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

EXHIBIT A: SCOPE OF WORK AND TASK PLAN**Task 1: Project Initiation & Plan Foundation**

FCS will conduct a virtual kickoff meeting with the City's project manager and the appropriate City staff for introductions and to determine objectives, timelines, methodologies, and project milestones. FCS will submit a data request to the City that will request all relevant information for the project including operating and capital budgets, financial reports, policy and planning documents and all other materials that may be required to produce the financial forecast and fiscal analysis.

Task 2: Budget Assessment

This task will assess current and historical budget information, including extensive analysis on the City's general revenues and expenditures to assess the current conditions and identify any structural imbalances that exist in the current or short-term budget outlook. Key measures will be the budget to actual information for the past few budget years, looking at where the city is over/under-budgeting revenues and expenditures.

Task 2a (requested by the City):

As part of Task 2, FCS will also conduct a budgetary analysis of both street maintenance and fleet allocation, calculating annual expenditure figures to build into the budget forecast and long-range plan. This will include an annual figure for streets maintenance as well as annual charge outs by department and fund for fleet based on usage numbers provided by the City.

Task 3: Budget Forecast and Long-Range Plan

FCS has a municipal budget forecasting model that will be updated with the City's financial structure, revenue and expenditure accounts, and historical budget information. From this model update, a 10-year long-range financial forecast will be prepared. Three scenarios will be presented to the City with variable assumptions.

Task 4: Discussions with City Staff on Preliminary Findings

This task will include two (2) virtual meetings with the city and developing a high-level technical memorandum on the preliminary forecast and forecast scenarios. The memorandum will include findings such as:

- Current financial condition of the City and identifying current areas of concern with revenues/expenditures.
- 10-year forecast including three scenarios that include variable revenue and expenditure assumption changes as agreed to by the City.

Task 5: Draft Report and Presentation of Findings

This stage of the project will include a project report that includes the fiscal analysis in the technical memorandum including recommendations for changes to revenues and expenditures and identifying revenue options for the City. This stage will include up to two (2) virtual meetings with City staff to finalize the report.

Task 6: Updates

FCS will provide at least one (1) virtual follow-up meeting to update City staff and council as needed after the findings and report are presented.

EXHIBIT B: FCS, A BOWMAN COMPANY. FEE SCHEDULE

<u>Long Range Financial Plan</u>	<u>Total</u>	<u>Fee</u>
<u>Estimated Level of Effort by Task</u>	<u>Hours</u>	<u>Estimate</u>
Task 1: Project Initiation & Plan Foundation	15	\$2,555
Task 2: Budget Assessment	33	\$6,765
Task 3: Budget Forecast and Long-Range Plan	53	\$11,265
Task 4: City Staff Discussions on Prelim. Findings	14	\$3,040
Task 5: Draft Report and Presentation of Findings	31	\$7,005
Task 6: Updates	10	\$2,025
Project Total	156	\$32,655
Optional Contingency		\$5,000

LABOR RATES

<u>Name</u>	<u>Title</u>	<u>Billing Rate</u>
Angie Sanchez Virnoche	Principal	\$310.00
Robert Hamud	Project Manager	\$230.00
Luke Nelson	Senior Analyst	\$185.00
Administrative Support Staff		\$110.00

DIRECT EXPENSES

Direct Expenses will not be charged for ordinary project-related expenses. For any client-requested extraordinary expenses, specific terms will be established prior to expenditure and billing.

EXHIBIT C: STATE PROVISIONS

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.

- (1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and FCS employs ten (10) or more persons, then FCS 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).
- (2) **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and FCS employs ten (10) or more persons, then FCS 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.
- (3) **Government of China:** FCS 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.
- (4) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, FCS 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).

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director

SUBJECT: Department Head Recruitment Contract with Prothman

ITEM AND RECOMMENDED ACTION:

It is recommended that the Council approve the proposed contract with Prothman to begin recruitment for the Parks & Recreation Director position.

DISCUSSION:

Purpose:

The purpose of this memorandum is to seek Council approval for the contract with Prothman to conduct a search for the next Parks & Recreation Director for the City.

Background:

Recruiting for a Department Head requires a strategic, targeted approach to ensure the correct person who can align with the City's strategic plan and goals. The process is more intricate and demanding because of the significant impact these individuals will have on the City's direction and success.

Justification:

In using Prothman for the recruitment, the City will benefit from:

- Access to a Broader Talent Pool
- Expertise in Executive Search
- Time & Resource Efficiency
- Objective, Unbiased Perspective
- Confidentiality
- Market Insights and Benchmarks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council Workshop on 2.19.25

APPROVED OR DIRECTION GIVEN:

Council supported placing the contract on the 3.4.25 Council meeting for consideration

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

General Fund

BUDGET CODE:

003-482.0000.64080

ATTACHMENTS:

1. Council Memo 3.4.25
2. 2024.02.20 Consultant Contract Prothman
3. Post Falls Parks Recreation Director Recruitment Services - Scope of Work

CITY OF POST FALLS
AGENDA REPORT
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BUDGET CODE:

003-482.0000.64080

ATTACHMENTS:

1. Prothman Consultant Contract
2. Prothman Scope of Work

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Human Resources
408 N. Spokane Street
Post Falls, ID 83854

City Project Manager: Janet Best, HR Director. Phone: (208) 457-3309.
Email: janetb@postfalls.gov

CONSULTANT:

Prothman
700 NW Gilman Blvd., Suite E103 Box 433, Issaquah, WA 98027
Firm Project Manager: Sonja Prothman. Phone: 206-368-0050
Email: sonja@prothman.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 Prothman having offices for the transaction of business at 700 NW Gilman Blvd., Suite E103 Box 433, Issaquah, WA 98027 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain executive recruitment services for 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 \$25,000 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. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract

Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

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 Human Resources, 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 of (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.

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

Sonja Prothman
Prothman

Date: February ____, 2025

State of Idaho)
 : ss
County of _____)

On this _____ day of February, 2025 before me, a notary for the State of Idaho, personally appeared Sonja Prothman who, being by me first duly sworn, declared that they is a [Title] of Prothman 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

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

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.

City of Post Falls Parks & Recreation Director Recruitment Services

Scope of Work

Project Review

The first step will be to:

- ◆ Review the scope of work and project schedule

Information Gathering and Research

We will travel to Post Falls or meet via Zoom/Teams and spend as much time as it takes to learn everything we can about your organization. Our goal is to thoroughly understand the values and culture of your organization, as well as the preferred qualifications and personality you desire in your next employee. We will:

- ◆ Meet with the City Administrator
- ◆ Meet with Executive Leadership Team
- ◆ Meet with Staff, as directed
- ◆ Meet with other Stakeholders, as directed
- ◆ Review all documents related to the position

Position Profile Development

We will work with you and develop a profile of your ideal candidate. Once the Position Profile is approved by you, it will serve as the foundation for our determination of a candidate's "fit" within the organization and community. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
 - Years of related experience
 - Ideal personality traits
- ◆ **Organization-specific information**
 - Description of the organization, position and key responsibilities
 - Priorities and challenges facing the organization
- ◆ **Community-specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Identify, Target, and Recruit Viable Candidates

Outreach and Advertising Strategy

We recognize that often the best candidates are not actively looking for a new position - *this is the person we want to reach and recruit.* We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals, and related websites.
- ◆ **Targeted Direct Mail Recruitment Brochures** sent directly to hundreds of city/county management professionals who are not actively searching for a new position.
- ◆ **Focused Candidate Outreach and Networking** via thousands of city/county management personal emails.
- ◆ **Posting the Position Profile on Prothman's Facebook and LinkedIn pages, and on the Prothman website**, which receives over five thousand visits per week from potential candidates.

Conduct Preliminary Screening

Candidate Screening

Once the application deadline has passed, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. The screening process has 3 key steps:

- 1) **Application Review:** Using the Position Profile as our guide, we will screen the candidates for qualifications based on the resumes, applications, and supplemental question responses. After the initial screening, we take the yes's and maybe's and complete a second screening where we take a much deeper look into the training, work history and qualifications of each candidate.
- 2) **Internet Publication Background Search:** We conduct an internet publication search on all semifinalist candidates prior to their interviews. If we find anything out of the ordinary, we discuss this during the initial interview and bring this information to you.
- 3) **Personal Interviews:** We will conduct in-depth videoconference or in-person interviews with the top 4 to 12 candidates. During the interviews, we ask technical questions to gauge their competency, and just as importantly, we design our interviews to measure the candidate's fit within your organization.

Candidate Presentation

We will prepare and send to you candidate packets which include each candidate's application materials and the results of the personal interviews and publication search.

We will meet via Zoom/Teams or travel to Post Falls and advise you of the candidates meeting the qualifications, our knowledge of them, and their strengths and weaknesses relative to fit within your organization. We will give you our recommendations and then work with you to identify the top 3 to 6 candidates to invite to the final interviews.

We will discuss the planning and design of the final interview process during this meeting.

Planning and Design for Final Interviews

Final Interview Process

The design of the final interviews is an integral component towards making sure that all stakeholders have the opportunity to learn as much as possible about each candidate.

- ◆ **Elements of the design process include:**
 - **Deciding on the Structure of the Interviews**
 - **Deciding on Panel Participants**
 - **Deciding on an Evening Reception**
 - **Deciding on Candidate Travel Expenses**
- ◆ **Background Checks**

Background checks include the following:

 - **References**
 - **Education Verification, Criminal History, Driving Record and Sex Offender Check**
- ◆ **Candidate Travel Coordination**

After you have identified the travel expenses you wish to cover, we work with the candidates to organize the most cost-effective travel arrangements.

- ◆ **Final Interview Packets**

The Final Interview Packets include the candidates' application materials and sample interview questions and are the tool that keeps the final interview process organized.

- ◆ **Final Interviews with Candidates**

We will travel to the City of Post Falls and facilitate the interviews. The interview process usually begins with a morning briefing where the schedule and process will be discussed with all those involved in the interviews. Each candidate will then go through a series of one-hour interview sessions, with an hour break for lunch.

- ◆ **Candidate Evaluation Session:** After the interviews are complete, we will facilitate the evaluation process, help the decision makers come to consensus, discuss next steps, and organize any additional candidate referencing or interview sessions if needed.

- ◆ **Facilitate Employment Agreement:** Once the top candidate has been selected, we offer any assistance needed in developing a letter of offer and negotiating terms of the employment agreement.

Availability & Timeline

One of our first tasks will be to coordinate and commit to a schedule. Then, we protect your dates on a master schedule to assure we never miss a commitment. We provide you with our cell phone numbers so that you have direct access to your lead consultant and support staff, and we will communicate and update you as often as you desire.

Our recruitments take approximately 10-14 weeks to complete, depending on the scope and direction from the client. You can expect approximately: 1-2 weeks for stakeholder interviews and profile development and approval, 5-6 weeks for recruitment, 2 weeks for screening and interviewing, and 3 weeks for work session and coordinating final interviews.

FEE & EXPENSES FOR FULL RECRUITMENT

Professional Fee

The fee for conducting a full recruitment with a one-year guarantee is \$17,500. The fee covers all Prothman staff time required to conduct the recruitment. This includes all correspondence with the client, including on-site meetings, writing and placing the recruitment ads, development of the candidate profile, creating and processing direct mail letters, creating and coordinating the email campaign, reviewing resumes, coordinating and conducting semifinalist interviews, coordinating and attending finalist interviews, coordinating candidate travel, coordinating background checks and conducting professional references on the finalist candidates and all other search related tasks required to successfully complete the recruitment.

The professional fee is billed in three equal installments throughout the recruitment, one at the beginning, at the halfway point, and upon completion of the final interviews.

Expenses

- Trade journal, LinkedIn, and associated website advertising (approx. \$800 - \$2,100)
- Direct mail announcements (\$1,900)
- Final Interview Packets and Shipping (approx. \$150 - \$500)
- Background checks performed by Sterling (approx. \$185 per candidate)
- Consultant travel for Gary Buchanan: No Charge
- Consultant travel: Mileage at IRS rate, travel time at \$50 per hour, lodging if needed (approx. \$650 - \$950 per trip)

Warranty

Repeat the Recruitment

If you follow the major elements of our process and a top candidate is not chosen, we will repeat the recruitment with no additional professional fee, the only cost to you would be for the expenses.

Guarantee

Replacement Recruitment

Prothman will guarantee with a full recruitment that if the selected finalist is terminated or resigns within one year from the employment date, we will conduct one replacement search with no additional professional fee, the only cost to you would be for the expenses.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Warren Field Park Vacation File No. VAC-24-2

ITEM AND RECOMMENDED ACTION:

To approve the vacation of the existing 20' alley right-of-way that runs through the middle of Warren Field Park.

DISCUSSION:

The Post Falls Parks Department is requesting to vacate 20 feet of rights-of-way (ROW) that runs through the center of Warren Field Park. Vacating the ROW will clean up and consolidate the park boundary and allow for construction near the center of the parcel by mitigating setback issues. The requested vacation is generally located between E. 1st Ave and E. 2nd Ave, running east/west between N. Lincoln St. and N. Idaho St. See staff report as it's only the portion of the rights-of-way (ROW) that runs through the center of Warren Field Park.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

City staff has reviewed this proposed vacation and do not see issues with the proposal. There is a waterline in this area, but easements are not required as the City owns these parcels. Additionally, the proposal has been accepted by the City of Post Falls Public Works Director.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CC_VAC-24-2 Warren Field Park Staff Report
2. CC_VAC-24-2 Warren Field Park Powerpoint
3. Exhibit PA-1 Phillips 66 Comment_Warren Field Vacation
4. Exhibit PA-2 DEQ Comment
5. Exhibit PA-3 PFHD Comment_Warren Field Vacation
6. Exhibit PC-1 D. Baze Comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: FEBRUARY 24, 2025

TO: POST FALLS MAYOR AND CITY COUNCIL

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

SUBJECT: STAFF REPORT FOR THE MARCH 4, 2025, CITY COUNCIL MEETING
WARREN FIELD PARK VACATION VAC-24-2

Project Name / File Number: Warren Field Vacation File No. VAC-24-2

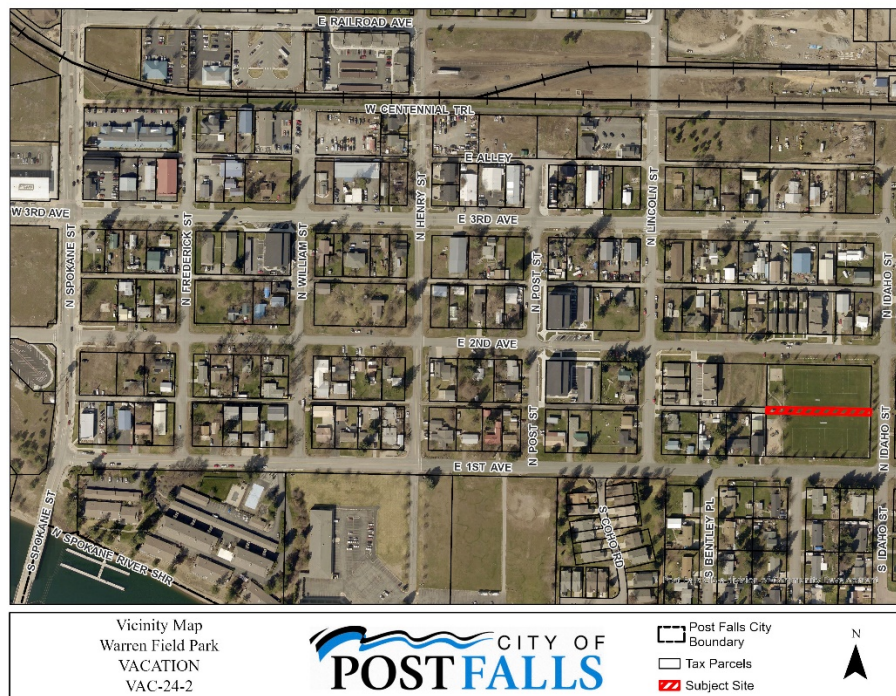
Owner(s): City of Post Falls

Applicant: City of Post Falls Parks Department

Project Description: Requesting to vacate 20 feet of rights-of-way (ROW) that runs through the center of Warren Field Park. Vacating the ROW will clean up and consolidate the park boundary and allow for construction near the center of the parcel by mitigating setback issues.

Project Location: The requested vacation is generally located between E. 1st Ave and E. 2nd Ave, running east/west between N. Lincoln St. and N. Idaho St.

AREA CONTEXT (proposed site hatched red below):



Staff Comments: City staff has reviewed this proposed vacation and do not see issues with the proposal. There is a waterline in this area, but easements are not required as the City owns these parcels. Additionally, the proposal has been accepted by the City of Post Falls Public Works Director.

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 PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on February 11, 2025. Notice has been published in the Coeur d'Alene Press on February 13, 2025, and will be again on February 20, 2024. The property was posted February 21, 2025.

MOTION OPTIONS: The City Council may approve, approve with modifications or deny the proposed vacation. Should the Council move to approve the request, staff would prepare an ordinance vacating the aforementioned rights-of-way area.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1 Vacation Application
Exhibit A-2 Narrative

Staff Exhibits:

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

Vacation ·

557 – WARREN FIELD PARK

Expiration Date

Active

Request Changes
(/#/explore/request-changes/54838)

VAC-24-2

 **Details**
Submitted on Dec 16, 2024 at 3:56 pm



Attachments
5 files



Activity Feed
Latest activity on Feb 10, 2025



Applicant
Robbie Quinn



Location
105 N IDAHO ST, POST FALLS, ID 83854

 0



▼ View By

Edit Workflow

 **Completeness Review**
Completed Dec 27, 2024 at 3:23 pm

 Due: Dec 23



 **Completeness Review**
Completed Dec 27, 2024 at 3:23 pm

 Due: Dec 23





 **Application Fee**
Waived Dec 27, 2024 at 3:23 pm



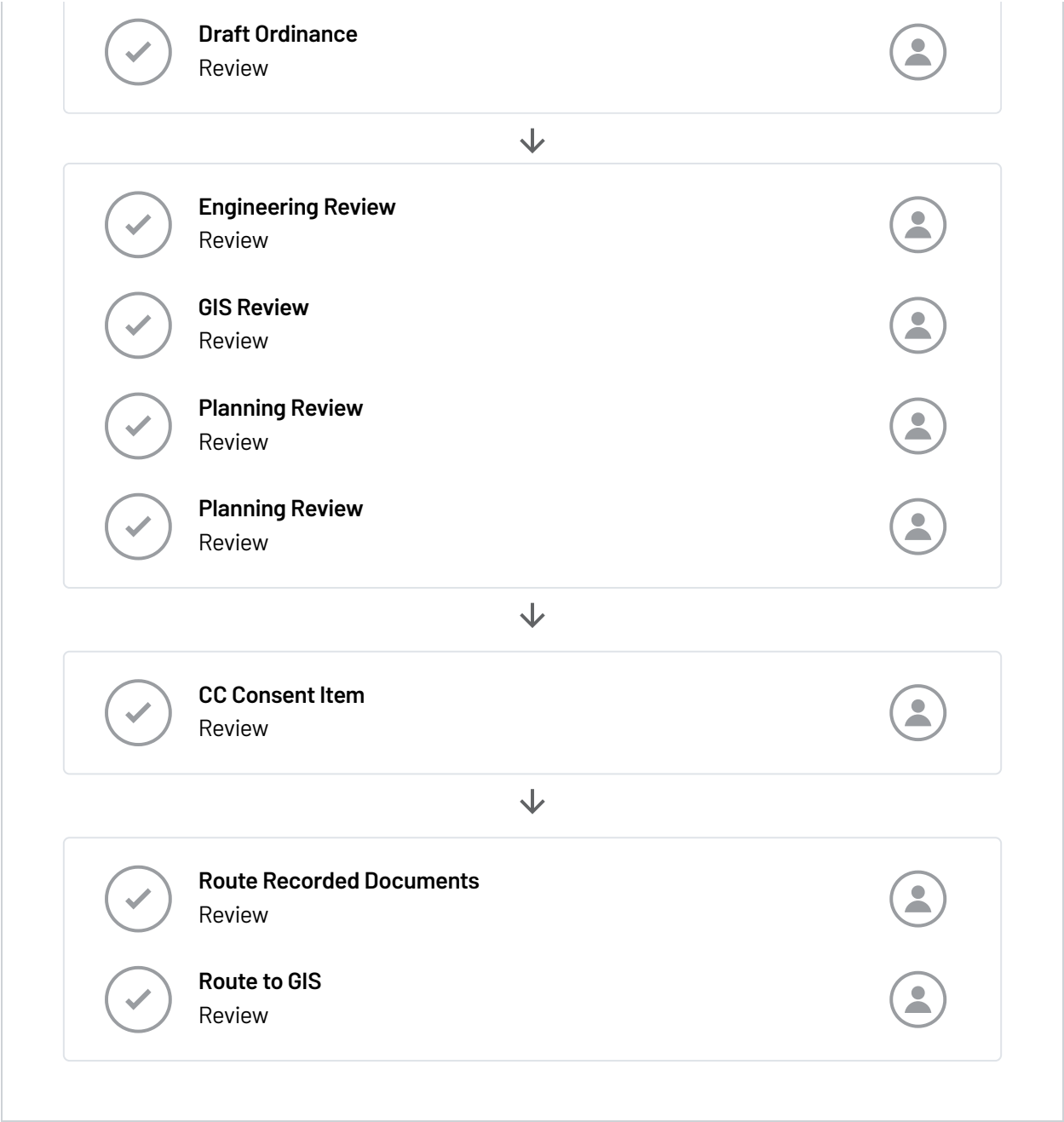
 **GIS Review**
In Progress

 Due: Jan 03





Page 185 of 244



Robbie Quinn

[View Profile](#)



Email Address
rquinn@postfalls.gov (mailto:rquinn@postfalls.gov)

Phone Number
208-457-3320

Address

408 N Spokane, Post Falls, ID 83854

Guests

Other users that have the ability to add attachments, request inspections, and pay fees on this record.

Guest's Email**Grant Access**

No guests with access to this record yet

Warren Field Park ROW Vacation

The City of Post Falls Parks Department is requesting to vacate an existing ROW that runs east/west through the center of Warren Field Park. The current parcel boundary setbacks prohibit the construction of a park shelter near the center of the park. Vacating the ROW will clean up and consolidate the park boundary, allow for construction near the center of the parcel. There is an existing main waterline that runs through the ROW; legal we cannot grant a utility easement to ourselves, and this has been accepted by the City of Post Falls Public Works Director.

There are no foreseen effects to the adjoining land owners.

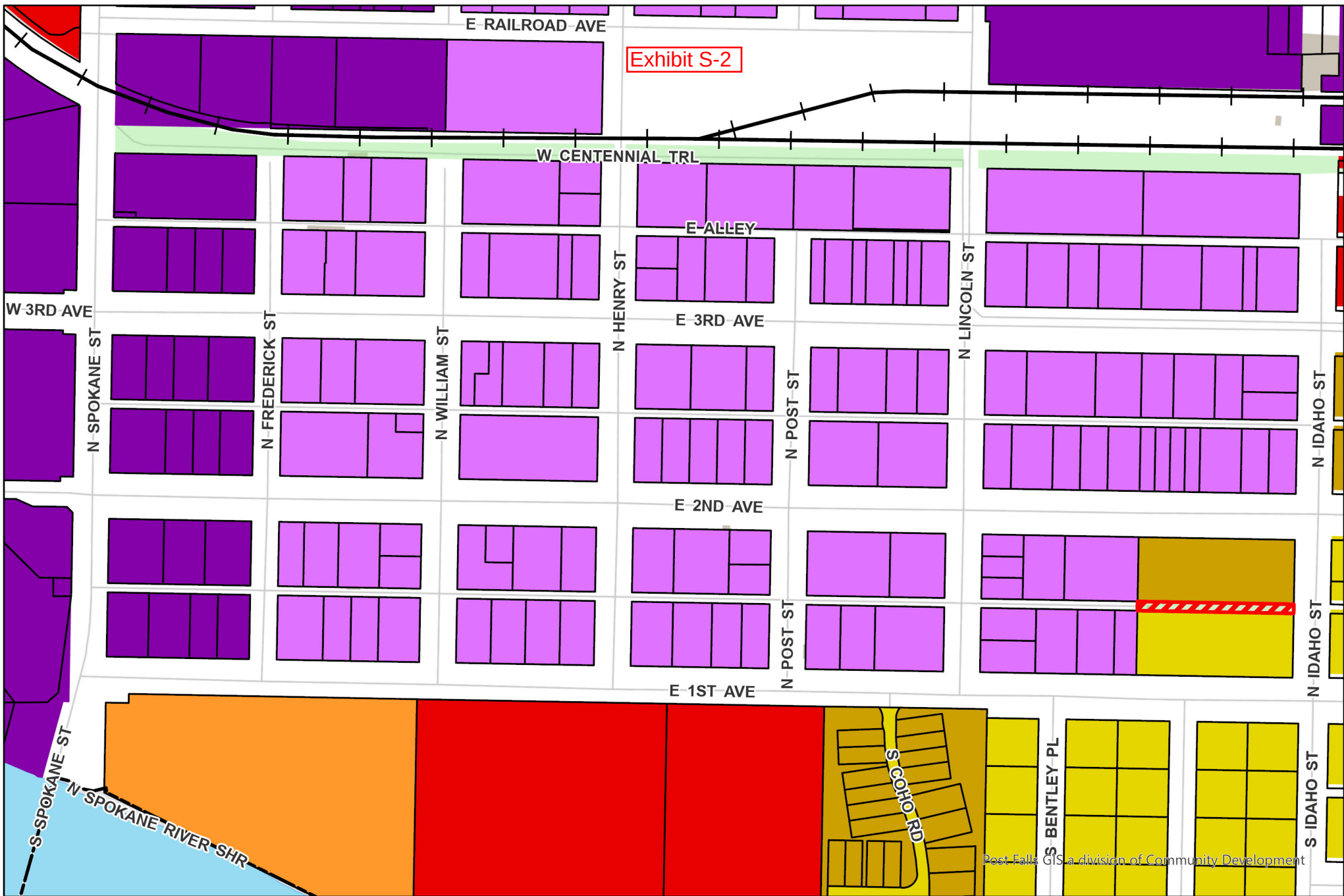


Vicinity Map
Warren Field Park
VACATION
VAC-24-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



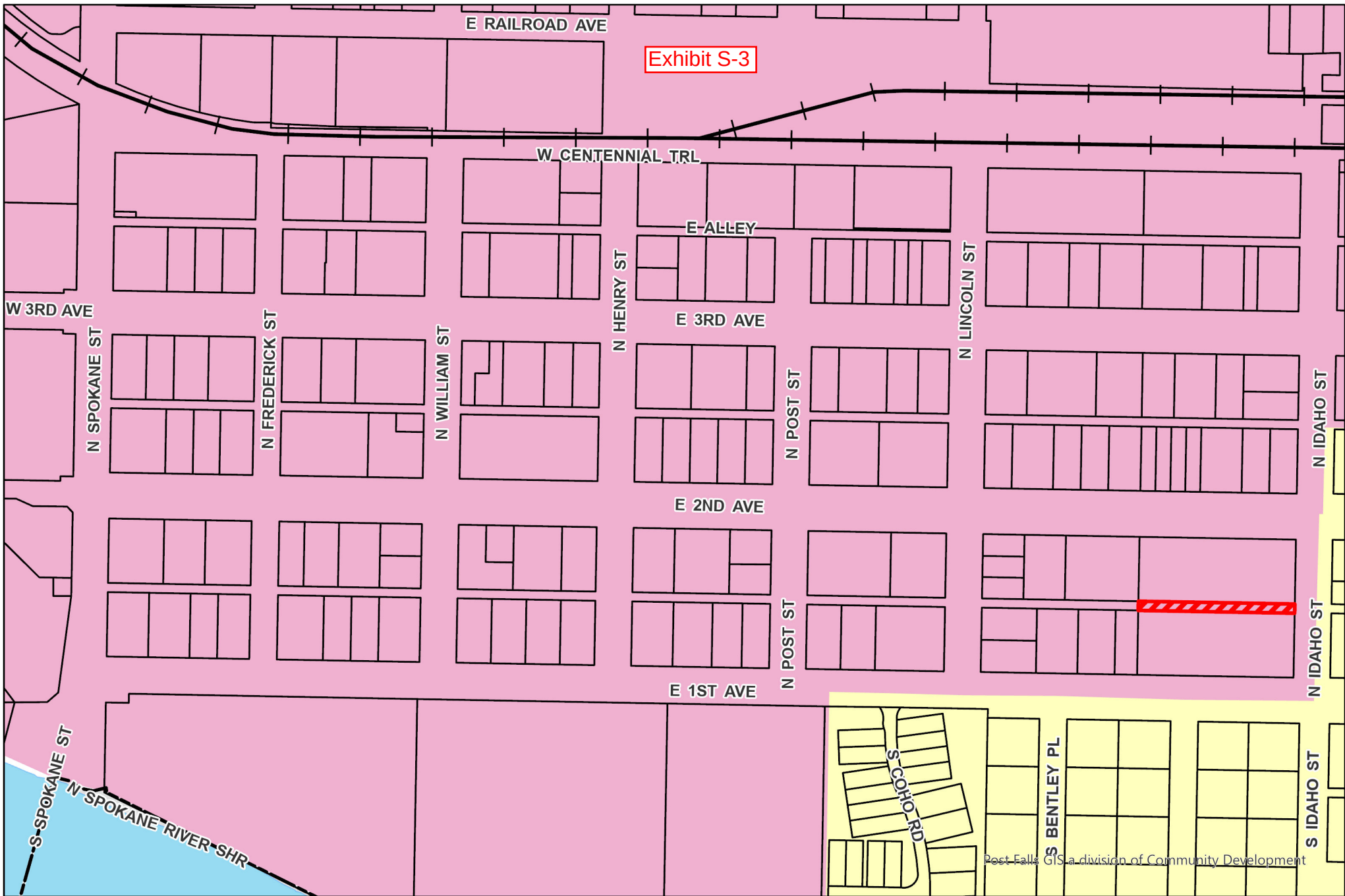


Zoning Map
Warren Field Park
VACATION
VAC-24-2



- Tax Parcels
- Subject Site
- CCS
- R-1
- R-2
- R-3
- SC4
- SC5





Future Land Use Map
Warren Field Park
VACATION
VAC-24-2



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- Low Density Residential
- Business/Commercial



Warren Field Park Vacation VAC-24-2

March 4, 2025



OWNER: City of Post Falls

APPLICANT: City of Post Falls Parks Department

REQUESTED ACTIONS:

Vacation: Requesting to vacate 20 feet of rights-of-way (ROW) that runs through the center of Warren Field Park

17th & Catherine Vacation



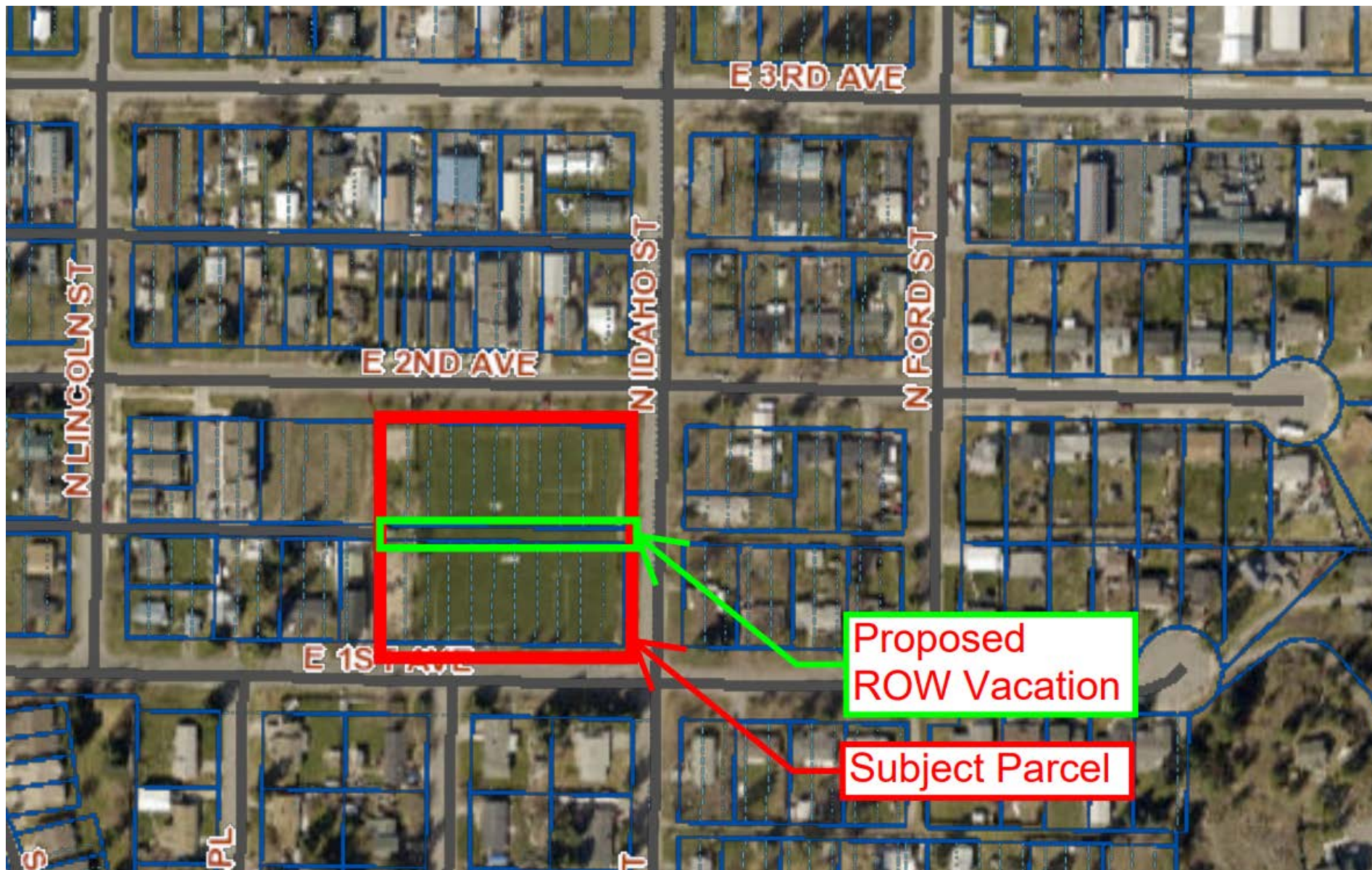
Project Location

Vicinity Map
Warren Field Park
VACATION
VAC-24-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





Project Location

- Vacating the ROW will clean up and consolidate the park boundary and allow for construction near the center of the parcel by mitigating setback issues
- Staff has no concerns with the proposed Vacation

- 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

[PA-1] YPL (Phillips 66) – Do not have utilities

[PA-2] DEQ – No environmental concerns



From: [Martinez, Leo](#)
To: [Nancy Thurwachter](#)
Subject: Notice to Jurisdictions Warren Field Vacation File No. VAC-24-2
Date: Tuesday, February 18, 2025 9:29:27 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[Exhibit PH-2 NTJ_Warren Field Park_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 12880)

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, February 13, 2025 12:30 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; 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 Phillips <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>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: [EXTERNAL]Notice to Jurisdictions Warren Field Vacation File No. VAC-24-2

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)



Please find attached the Notice to Jurisdictions for the Warren Field Vacation File No. VAC-24-2 that is scheduled for the City Council meeting on March 4, 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



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: [DEQ Comments](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions Warren Field Vacation File No. VAC-24-2
Date: Thursday, February 20, 2025 2:29:32 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: Thursday, February 13, 2025 12:30 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 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>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions Warren Field Vacation File No. VAC-24-2

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Please find attached the Notice to Jurisdictions for the Warren Field Vacation File No. VAC-24-2 that is scheduled for the City Council meeting on March 4, 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 Warren Field Vacation File No. VAC-24-2
Date: Tuesday, February 25, 2025 12:10:37 PM
Attachments: [image003.png](#)

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

The PFHD has no comment.

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



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, February 13, 2025 12:30 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 Phillips <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>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Warren Field Vacation File No. VAC-24-2

Please find attached the Notice to Jurisdictions for the Warren Field Vacation File No. VAC-24-2 that is scheduled for the City Council meeting on March 4, 2025. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

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From: noreply@civicplus.com
To: [Public Hearing Notice](#)
Subject: Online Form Submittal: Submit Written Public Testimony
Date: Wednesday, February 26, 2025 11:47:12 AM

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Submit Written Public Testimony

To submit written testimony for the Planning and Zoning Commission or City Council, please ensure your testimony is submitted at least 4 business days before the hearing. It will be entered into the public record and reviewed like in-person testimony.

For land use hearings, the Planning and Zoning Commission and City Council can only consider comments related to the adopted review criteria. In your testimony, please focus solely on the criteria below:

Review Criteria

- [Annexation Review Criteria \(PDF\)](#)
- [Planned Unit Development \(PUD\) Review Criteria \(PDF\)](#)
- [Special Use Permit \(SUP\) Review Criteria \(PDF\)](#)
- [Subdivision Review Criteria \(PDF\)](#)
- [Variance Review Criteria \(PDF\)](#)
- [Zone Change Review Criteria \(PDF\)](#)

First Name	Dustin
Last Name	Baze
Address	100 s idaho st
Email Address	bazearch@aol.com
City	post falls
State	id
Zip Code	83854
Public Hearing	Warren Field Park Vacation
Select Hearing Body	City Council

Please Provide Your
Position on the Public
Hearing

Opposed

Comments

Greetings,

I'm writing in oppose to having an alley way ran through warren field park. the sheet I got didn't state why this needs to be done other than other than a legal statement that makes no sense. I'm guessing a reason may be stated at the meeting which is unfair to us who cant make it and only got a letter in the mail that does not specify very well the reason for this.

My guess is that a new structure is getting ready to be built on the vacant lot next to the park, and they are requesting to have the alley put through. per the legal description. My other guess is that the city is possibly looking to sell parts of the park in the future and the alley would be required. Its Bad enough that there has been no thought into how to let the downtown area be develop in any kind of city standards, I see this as just an after thought of what may come. or that the city feels it just needs to finish up all alley ways for future development.

Not sure for the reason, But I have been in this neighborhood since 2009 and have seen it change over time, and also seen how much use the parks gets which is a lot especially during the spring and summer months. lots of families in the neighborhood have kids that go and play there and seen lots of people use it for gatherings. to see a alley be cut through it would be a huge disappointment. not to mention I can see a lot of abuse of that alley access be used as well, with people who have four wheelers motorcycles, not to mention lots of people parking there, since you already have people who love along second across the park use the parking space for there own personal parking instead of enforcing your new signs that were put up to state no over night parking. when those people do have there own parking back in the alley with there garages. Over all this action makes no sense a waste of time and resources, and tax payer dollars.

Thank You
Dustin

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**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

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

ITEM AND RECOMMENDED ACTION:

This item is a quasi-judicial public hearing on a request to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the adopted zone change criteria have been met.

DISCUSSION:

The applicant, Nate Grossglauser , is requesting the City Council to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. The zone change review criteria are listed below. Because this is a quasi-judicial hearing, the City Council can only consider whether these criteria have been met based only on the evidence received during the hearing process:

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

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

On October 8th, 2024 the Planning and Zoning Commission recommended that the City Council approve the proposed rezone on lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. CC_Gabrio Estates Duplexes Staff Report (ZC-24-2)
2. CC_Gabrio Estates Duplexes Powerpoint (ZC-24-2)
3. Exhibit PA-7 PFHD Comment_Gabrio Estates_CC
4. Exhibit PA-8 East Green Acres Irrigation District Comment_CC Gabrio Estates Duplexes_CC
5. Exhibit PA-9 ITD Comment_CC Gabrio Estates Duplexes
6. Exhibit PC-1_PZ
7. Exhibit PC-2 Vocca Comment_PZ
8. Exhibit PC-3 Peratos LATE Comment_PZ_
9. PC-4 Johnson Comment1_6_25
10. Exhibit PC-5 Peratos Comment
11. Exhibit PC-6 Vocca Comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: January 16, 2025

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE FEBRUARY 4, 2025, CITY COUNCIL MEETING
GABRIO ESTATES DUPLEXES ZONE CHANGE FILE NO. ZC-24-2

INTRODUCTION:

Nate Grossglauser has requested approval to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. The City Council must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are the following:

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

Applicant: Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816

Owner(s): Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816

Project Description: Rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

Project Location: The property is generally located north of W. Okanogan Ave. and west of N. McGuire Rd. near the intersection of N. McGuire Rd. and W. Okanogan Ave.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the three lots is the Wildflower Meadows approved as a duplex and twin home residential subdivision. To the west and south the land uses are single-family residential within Gabrio Estates Subdivision. The N. McGuire right-of-way directly east of the lots 9 and 10.

Area Context Vicinity Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

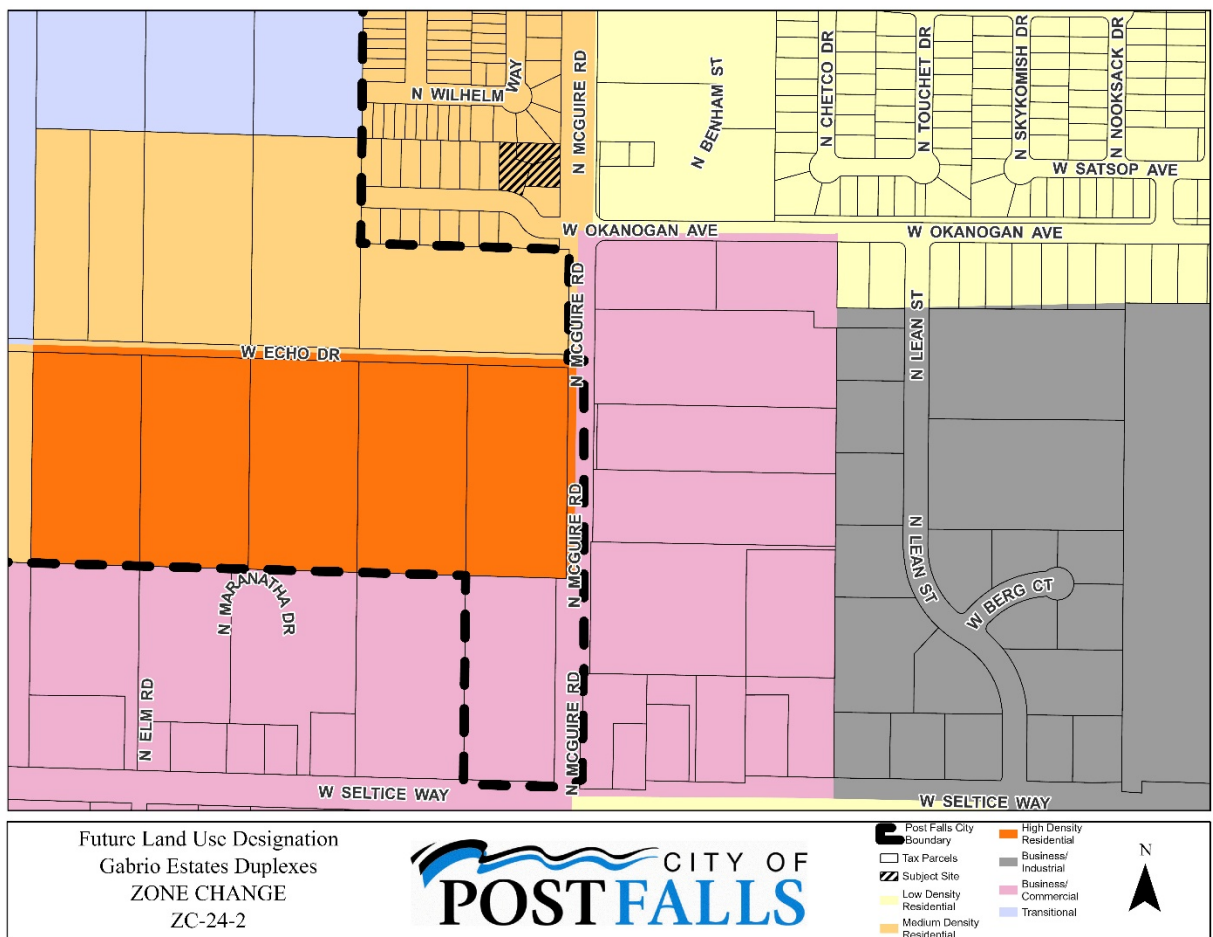
The following section provides the staff analysis pertaining to the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework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

ZONE CHANGE REVIEW CRITERIA

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

The future land use designation has the subject property as Medium Density Residential. This category encompasses all types of residential uses between five and 16 dwelling units per acre and also supports land uses such as nursing care facilities, parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they feature higher traffic volumes, and/or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

Implementing Zoning Districts: R2, R3, RM, SC4, Per Focus Area

Future Land Use Map:

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

Just north of Riverbend, West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time, but is being planned for.

The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie Focus Area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a subarea plan that examines lot and block development patterns to aid transition of five-acre lots;
- Seek opportunities to develop off corridor commercial;

- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

Staff Comment: These properties are currently part of the Gabrio Estates Subdivision and does align with the aforementioned focus area and future land use designation descriptions and plan for this area. The upzoning could provide further housing options for the “missing middle” housing products.

- 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 zone change request are shown below, followed by staff comments.

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

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

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

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

Staff Comment: Residential development may be beneficial to assist with providing community prosperity and fiscal health as a medium density residential zoning may help provide for further housing that is needed within the City and region.

Goal 10: Provide and support Post Falls’ parks and recreational opportunities on-pace with growth.

Staff Comment: Residential impact fees are paid at the time of building permit issuance. The proposed medium density should provide a slight increase in park impact fees paid to assist with offsetting costs for future parks.

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 to public safety, streets, parks, multi-modal systems, and fire/EMS services.

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

Staff Comment: The rezone may provide the opportunity for additional new housing to help diversify the housing stock in the City, which in turn may help further the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed R2 zone change could potentially enhance the number

of resident's realizing the Post Falls quality of life. The overall residential use is not changing to commercial or industrial and will remain around surrounding compatible uses.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards.

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

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. Sanitary Sewer is available along the properties frontage and have capacity for the proposed zoning. Water is currently provided to the sites by East Greenacres Irrigation District. Access would be controlled based on the City's Access Management Standards.

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

- Future land use mapping;

Staff Comment: As stated previously in this report this area is designated as future Medium Density Residential and this category provides for a variety of housing types that are allowed.

- Compatibility with surrounding land uses;

Staff Comment: The surrounding land uses being single family and other medium density housing from this site would be considered compatible. To note, referring to the following image, the adjacent parcels are undeveloped; with exception to the residence on the northwest corner of W. Okanogan Ave and N. McGuire Rd.



- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's

water reclamation system. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve to the property at the requested density. Additional services would need to be extended to the properties from the main in Gabrio Ct. with site development. Existing capacity is not a guarantee of future service.

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

Water would be serviced by the East Greenacres Irrigation District. A water main is currently located in Okanogan Ave. and services area stubbed to the parcels. Additional services may need to be extended, dependent upon building type, to conform with the requirements of East Greenacres Irrigation District and the plumbing code.

- Existing and future traffic patterns;

Staff Comment: The properties are located on Gabrio Ct. a private stub roadway that utilizes adjoining Okanogan Ave. (Residential roadway) to access McGuire Rd. (Minor Arterial). Access would be reviewed at the time of site development and would be required to comply with City Access Standards. Confirmation of Gabrio Ct. being marked as no parking and complying with any other fire code / access requirements would additionally be reviewed with each building permit request.

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

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

Policy 3: Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

Staff Comment: The Seltice corridor and commercial amenities are about 1/3 of a mile from the subject site and could be seen as providing services and needs within walking distance.

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

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

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
PF 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		

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- Exhibit PA-1: Post Falls School District – Remains neutral
- Exhibit PA-2: Kootenai County Fire & Rescue – Comment during the permitting process
- Exhibit PA-3: Idaho Department of Transportation – No comment
- Exhibit PA-4: Yellowstone Pipeline Company – No comment
- Exhibit PA-5: Post Falls Police Department – Remain neutral
- Exhibit PA-6: Post Falls Highway District – No Comment

PUBLIC PROCESS: On October 8, 2024, the Post Falls Planning and Zoning Commission forwarded the recommendation to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. Notice of the proposed zone change was sent to appropriate jurisdictions on January 16, 2025 and mailed to property owners within 300 feet of the proposed project on January 14, 2025. Notice has been published in the Coeur d'Alene Press on January 16, 2025. The property will be posted by January 24, 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 rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to the Medium Density Residential (R2) zoning district. 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 Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map
- Exhibit A-4 Owner Authorization

Staff Exhibits:

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

Planning and Zoning Commission Testimony:

Exhibit PA-1 PFSD Comments
Exhibit PA-2 KCFR Comments
Exhibit PA-3 IDT Comments
Exhibit PA-4 YPL Comments
Exhibit PA-5 PFPD Comments
Exhibit PA-6 PFHD Comments

City Council Testimony:

Awaiting Comments

Zone Change (Map Amendment)

ZC-24-2

Submitted On: May 31, 2024

Applicant

 Nathaniel Grossglauser
 208-640-1615 ext. 00000
 nate@americancrewbuilders.com

Primary Location

Point Location: 47.7213, -116.9809

Applicant Information

Applicant Type

Owner

Applicant Name

American Crew Builders, LLC

Phone

208-640-1615

Email

nate@americancrewbuilders.com

Address

po box 3908

City, State & Zip Code

coeur d alene, ID 83816

Amendment Information

New Field

--

Description of Project/Reason for Request

When we applied for this subdivision originally we requested R2 or R3 zoning but were shut down. However, within months they approved the subdivision directly behind us was approved for R2. This has been detrimental to our subdivision. We would like to request these three lots be rezoned to R2 as this fits the area.

Tax Parcel Number

P-L494-001-010-0, P-L494-001-009-0, P-L494-001-008-0

Existing Zoning

r1

Adjacent Zoning

R2

Current Land Use

residential

Adjacent Land Use

R2

Proposed Zone

R-2

Application Certification

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

true

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

true

When the Gabrio Estates subdivision originally went through the subdivision process it was requested to be zoned R2. However, we were denied R2 and approved for R1 based on the commissioners votes. Within months after our subdivision being denied for R2 zoning, both subdivisions adjacent to the north (Wildflower Meadows and adjacent) were approved for R2 zoning. The three lots at the end of Gabrio Ct (small private Ct) are all adjacent to the multi-family zoning. This would allow for a small area next to multi-family that would better conform the area use. Affordable multi-family housing is needed. R2 zoning of these three lots would be in-line with the City of Post Falls Annexation Goals and policies. These three lots are already connected to city services and the additional impact would be very little.

Exhibit A-3





This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

AUTHORIZATION

Exhibit A-4

I, NATHANIEL GROSSGLAUSER, PRESIDENT OF AMERICAN CREW BUILDERS, LLC
AUTHORIZE THIS APPLICATION TO REZONE RESIDENTIAL LOTS IN GABRIO ESTATES
FROM R1 TO R2

Nate Grossglauer *5/31/2024*

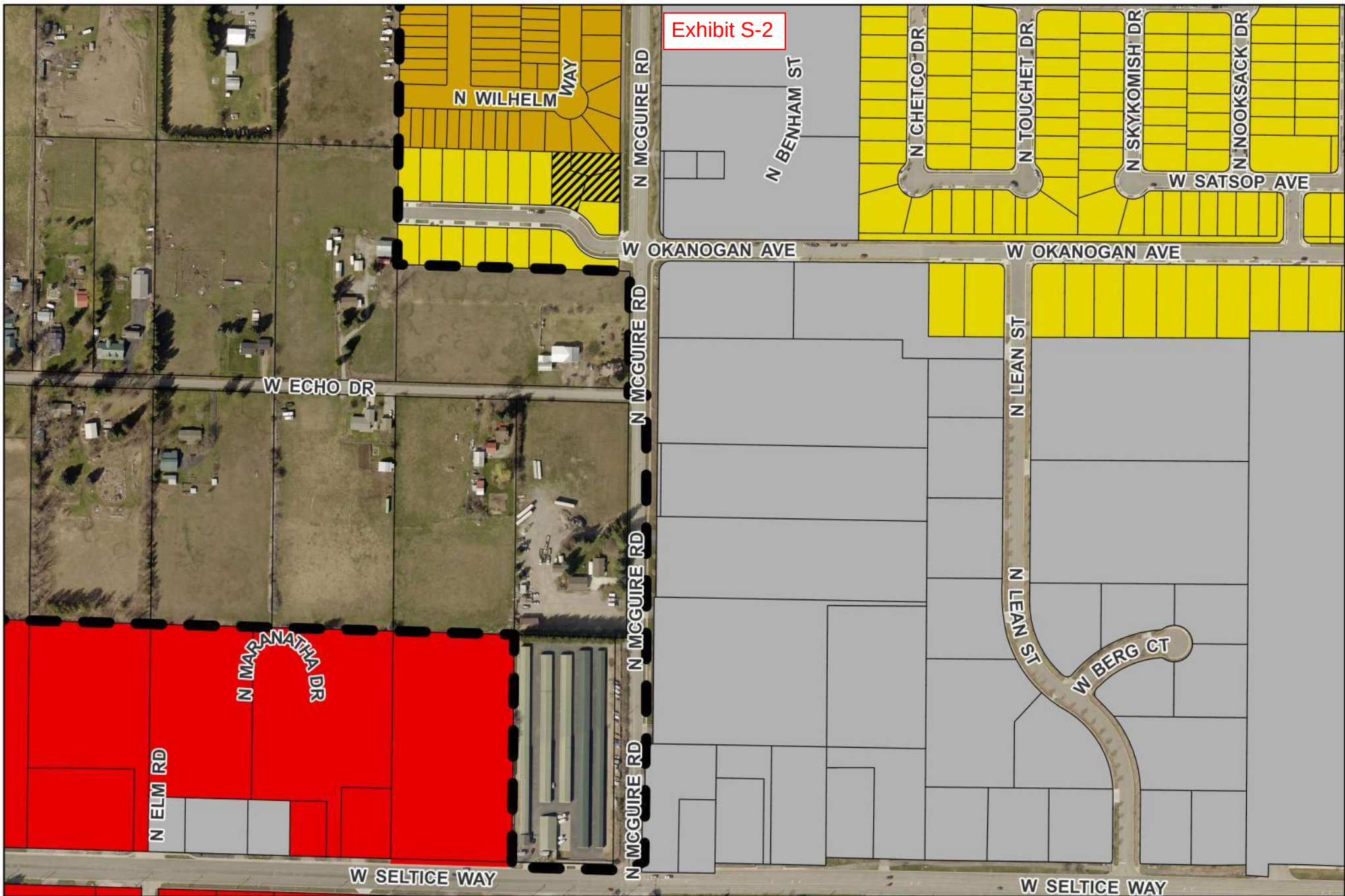


Project Location
 Gabrio Estates Duplexes
 ZONE CHANGE
 ZC-24-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





Zoning Map
Gabrio Estates Duplexes
ZONE CHANGE
ZC-24-2



Post Falls City
Boundary

Tax Parcels

Subject Site

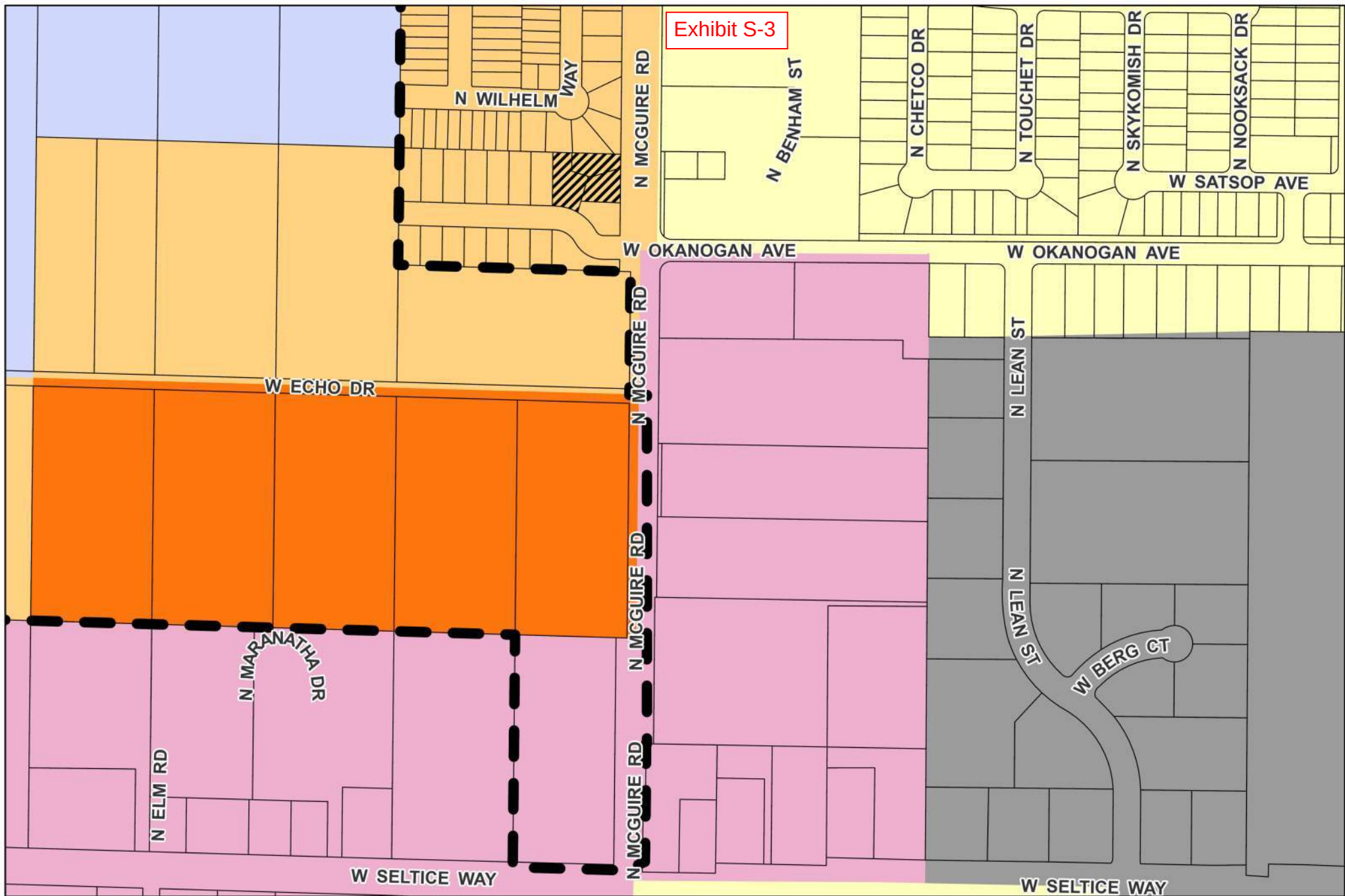
CCS

I

R-1

R-2





Future Land Use Designation
Gabrio Estates Duplexes
ZONE CHANGE
ZC-24-2



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





**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**October 8, 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: Carey, Walton, Kimball, Steffensen, Schlotthauer, Wilhelm

Excused: Hampe

**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.

Jon Manley, Planning Manager: Item "C" Landmark Place File No. AYBD-24-3 will be moved to Planning & Zoning Meeting 11/12/2024 due to comments that came in on the file. We want to make sure we have a complete submittal.

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.

Wilhelm: Recused himself from Gario Estates File No. ZC-24-2

Kimball: Recused himself from Consent Calendar.

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:

~~plan.~~

~~Kimball: Greensferry will be constructed to arterial standards and Bogie will be constructed to collector standards, which are important elements of the Comprehensive Plan with regard to transportation. It provides connectivity to the adjoining property for future transportation connectivity and proper planning.~~

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

~~Steffensen: No known hazards have been identified, no public testimony has said otherwise.~~

~~5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.~~

~~Steffensen: The whole area there is all R1 residential as it continues to build. The lot next to it is in the county.~~

~~Kimball: The lots conform to the R1 minimum lot sizes with regard to both width and area.~~

~~6. Developers 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, site mitigation will be dealt with through the obligation to pay development impact fees.~~

~~Kimball: Staff mentioned impact fees and the construction of their frontage improvements.~~

~~Motion by Kimball to Approve Bogie Subdivision File No. SUBD 24-1 finding that it meets the approval criteria in the Post Falls Municipal Code 17.12.06h as outlined in our deliberation subject to conditions 1 through 10 found in staff report and adding condition 11 stating that all structures shall be demolished prior to filing the final plat and direct staff to prepare a written Reason Decision to that effect.~~

~~2nd by Carey~~

~~Vote: Wilhelm yes, Schlotthauer yes, Steffensen yes, Kimball yes, Walton yes, Carey yes,~~

~~Moved~~

b. Gabrio Estates Duplexes File No. ZC-24-2

Wilhelm stepped down for this hearing.

Staff Report

Ethan Porter, Associate Planner, Presenter:

The applicant/owner, Nate Grossglauser, has requested approval to rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district. The total acreage of the three lots is 0.59 acres. They are currently vacant lots. The water provider is East Greenacres Irrigation District and wastewater is provided by the City of Post Falls. The property is generally located north of W. Okanogan Avenue and west of N. McGuire Road near the intersection of N. McGuire Road and W. Okanogan Avenue. **Surrounding Land Uses:** Located to the north of the three lots is the Wildflower Meadows, approved as a duplex and twin home residential subdivision. To the west and south the land uses are single-family residential homes within Gabrio Estates Subdivision. The N. McGuire right-of-way is directly east of lots 9 and 10. The future land use designation has the subject property as Medium Density Residential. The proposed zone change is located within the West Prairie Focus Area, goal 7 and policy .02 were highlighted. There were no agency comments received, we received a public comment that Chair Steffensen would read.

Applicant:

Nate Grossglauser: When we originally applied for the subdivision we asked for R2 which made perfect sense for the area, but we were denied. Within months, you approved multiple subdivisions adjacent to us with varying zoning, creating an island of our subdivision. The lots the duplexes are going to be on is a private street. They just have three lots. They're unique in shape, so anything I have to do there as far as duplexes, would have to be custom designed. I currently own all the existing lots and the homes that are touching these lots, and the remaining vacant lots in the subdivision. There is a new subdivision proposed to the west of us, and it seems that will possibly be R2 as well. There are many examples of duplexes among single-family homes throughout the city of Post Falls. It makes sense here. It's a private street, and it's contiguous to R2.

Kimball: Is Okanagan private?

Grossglauser: Okanagan is a public road, it's a private road that these lot will be accessed from.

Kimball: Like a private driveway coming off of Okanagan?

Schlotthauer: That's Gabrio Court?

Grossglauser: Yes.

Schlotthauer: These lots look a little bigger than the other lots in the subdivision?

Grossglauser: Correct, they are all larger. They would be accessed by a private street that is existing, there would be no infrastructure changes as far as additional water and sewer hookups.

Carey: How many duplexes will there be?

Grossglauser: Three.

Carey: One for each lot?

Grossglauser: Yes, three custom duplexes.

Carey: And will they all access off the private street?

Grossglauser: Correct.

Schlotthauer: The house to the south of the three lots that's existing?

Grossglauser: Yes, I own that house.

Steffensen: It looks like it's partly on lot three.

Grossglauser: No it's not, it's close. There's a five-foot set back there.

Steffensen: I'm curious about the approval and denial of this. What was the history of this?

Manley: The criteria are what the criteria are for this, but for historical context, there's no nexus to the review criteria. They did come forward initially with an R2 proposal and walked away with an R1. Initially, the project to the north was approved as an R1 as well, but then shortly came after a rezone to R2, and it was approved for that rezone. If I remember the order of events correctly.

Grossglauser: Both subdivisions were approved for R2 within months after I was turned down.

Testimony:

In Favor: none

Neutral: none

In Opposition:

Wayne Plante, Post Falls, ID: Mr. Plante spoke about his concerns that multifamily was a buffer, now they're in residential areas. He's concerned about the traffic it will create, the fire department access to the dead end street where they put two houses ten feet apart, and the debris left behind by the contractor. Mr. Plante expressed he felt that the developers are destroying the 5-acre ranchettes they moved there for.

Stephanie Johnson, Post Falls, ID: Ms. Johnson spoke about the HOA by-laws created by the developer that state that the subdivision must have single family homes. That is why she purchased her home on that street. She stated that the maintenance on the vacant lots is

atrocious and there was no response from the developer. Ms. Johnson feels the implications for future developments in subdivisions the city council approved are changed, set a precedent moving forward that she doesn't think we want for Post Falls families. Ms Johnson stated that the developer does own land there but currently rents it out and does not live there. She stated his home is not on a private street, you have to come down her street to get to those three lots.

Debbie Vocca, Post Falls, ID: Ms. Vocca does not agree with mixing the R1 and R2 so close together. She stated that the area needs more affordable single family homes and this area is still rural, which she would like it to stay that way for some time, so people will stay there.

Rebuttal:

Grossglausesr: What I'm doing here fits the lay of the land with the neighborhoods to the north. This is important to me. It's named after my son, Gabriel. We're making a nice product that fits the city well. We can amend the HOA bylaws for just those three lots. I had to submit the CCR and HOA that were relevant to the subdivision at the time.

Schlotthauer; The HOA is not relevant to us.

Grossglausesr: Also, there's a new subdivision around Prairie Falls Golf Course that has a little pocket of R2 duplexes and single family homes around it. That's a recent example.

Public Hearing Closed: 6:26 PM

Delibertaion:

Kimball: I have a question for the staff. The HOA is not part of our criteria that we would be using, rather it would be a civil issue between those property owners and the developer. Is that correct?

Chris Gabbert, Deputy City Attorney: That is correct. The city doesn't approve the HOA. The CCR is a private contract between the landowners. There was some testimony that the city had approved bylaws. That would be inconsistent with the city's practice. The city makes a recommendation or condition that they create a HOA and CCR to govern their subdivision, but the city has no role other than that. To your question if the city can consider a possible violation of the CCR's, that is not in the record before you. It's not one of the review criteria for our zoning recommendation. It's outside the scope of what we need to consider for our three criteria. We make a recommendation about whether to approve the zoning change request or not. City Council will make the final decision.

Review and Approval 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?

Kimball: The Future Land Use Map calls this medium density residential. R2 zoning is an implementing zone within that medium density residential designation. It is consistent with the Future Land Use Map.

2. Is the purposed 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?

Kimball: The staff report speaks to it.

Schlotthauer: They give one goal and one policy.

Steffensen: Policy 2 talks about Future Land Use Mapping that goes with the focus group.

Schlotthauer: Policy 2 outlines compatibility with surrounding land uses. There are a variety of land uses around it. It's compatible with the north and probably the east, but incompatible with the south and the west.

Kimball: It would take an exception to residential uses being incompatible next to each other. My

general opinion is that people living next to each other are people living next to each other, regardless of the number of walls that they share or don't share. I do think it would be in conformance with Policy 2 because they are residential uses. Regarding it being medium density residential in The Future Land Use Map, it speaks to the up to 16 units per acre and how those little pockets of higher density are appropriate. That's one of the few places in our city where we have a land use designation of medium density residential as part of that comprehensive plan designation. Because of that, it fits with the Land Use Map Policy 2. There's sewer and water, there's no testimony of demonstrable impact, it doesn't put us close to any capacity issues. Okanagon is a residential street and has capacity for traffic for three extra homes above and beyond what would be allowed for today and Policy 3 regarding encouraging development patterns that provide housing within walkable distance of services.

Schlotthauer: If this was a hearing on a subdivision that hadn't been sold out and there hadn't been deals made based on zoning, I would completely agree that it's compatible land use and be in favor of it. But the deal was made, so I think that after the developer sold lots based on that deal I feel it's incompatible.

Walton: It seems compatible with the surrounding area lots, but not necessarily compatible with the people that are right there. It's conflicted.

Carey: The duplexes are in one corner, they are not put in the middle of the development. So, to me, that's a little different.

Schlotthauer: It's a bit of a stretch on our criteria, but I don't think the city council will see it that way.

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

Steffensen: Nothing has come to light through public testimony or in the staff report.

Kimball: This has probably met the minimum of the criteria, and I fully recognize and understand that changes like this, especially for those who bought homes in this subdivision, are not welcome. I would encourage you to voice your concerns to the City Council as well. That's a right that you have.

Walton: We are restricted to our criteria.

Schlotthauer: I think that it is strictly judged against our criteria, the City Council will have a lot more latitude to decide on this.

Motion by Kimball to recommend approval of the Gabrio Estates Duplexes zone change file no. ZC-24-2 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to city council.

2ND: Carey

Vote: Carey - yes, Walton - yes, Kimball - yes, Steffensen - no, Schlotthauer - no

Moved

~~e. Landmark Place Subdivision File No. SUBD-24-3~~

~~Moved to Planning & Zoning meeting 11/12/2024.~~

~~**5. ADMINISTRATIVE / STAFF REPORTS**~~

~~None~~

~~**6. COMMISSION COMMENT**~~

~~None~~

7. ADJOURNMENT

6:39 PM

Date: 10/24/24

Chair: James Steffensen

Attest: Nancy Thurnwacht

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

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

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Gabrio Estates Duplexes
File No. ZC-24-2
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Nate Grossglauser

LOCATION: North of W. Okanogan Avenue and west of N. McGuire Road near the intersection of N. McGuire Road and W. Okanogan Avenue

REQUEST: To rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 IDT Comments
11. PA-4 YPL Comments
12. PA-5 PFPD Comments
13. PC-1 Residents Comments
14. PC-2 Vocca Comments
15. P&Z Staff Report
16. Testimony at the public hearing on October 8, 2024 including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission ("Commission") in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission's recommendation to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the requested action is for the Commission to review the request to rezone three lots with a total acreage of approximately 0.59 acres in the City of Post Falls from Single-Family Residential (R1) zoning to Medium Density Residential (R2) zoning. He explained that the lots are currently vacant, the water provider is East Greenacres Irrigation District and wastewater is provided by the City of Post Falls.

Mr. Porter testified that the developments located north of the three subject lots, Wildflower Meadows and Blue Spruce Meadows, is approved for duplexes and twin homes. To the west and south the land uses are single-family residential homes within Gabrio Estates Subdivision.

Mr. Porter testified that the McGuire right-of-way is located directly east of the lots 9 and 10 and the Future Land Use designation classifies the subject properties as Medium Density Residential. The proposed zone change is located within the West Prairie Focus Area, and comprehensive Goal 7 and Policy 2 were highlighted. No agency comments were received raising concerns about the proposed zone change to public services within the city.

Applicant's Presentation

Nate Grossglauser, Developer

Mr. Grossglauser testified as to the history of the development and that when he originally applied to the city for annexation and subdivision, he requested R2 zoning but was denied. Within months of approval at R1 zoning, the city approved two subdivisions adjacent to Gabrio Estates with varying zoning, creating an island out of this subdivision. He stated that there is also a new subdivision proposed to the west which is likely requesting R2 zoning as well. Mr. Grossglauser stated that there were many examples of duplexes among single-family subdivisions throughout the City of Post Falls and that it would make sense here with a private street and being contiguous to existing R2 zoning.

Mr. Grossglauser testified the proposed duplexes are situated along a private street, they're unique in shape, and the duplexes will have to be custom designed. He currently owns the existing lots requesting the rezone and the adjacent homes touching these lots as well as the remaining vacant lots in the subdivision.

Public Testimony:

The Commission opened the hearing for public testimony.

Wayne Plante, Post Falls, ID

Mr. Plante testified that he is concerned that while multifamily uses were originally buffer which is not utilized in residential areas. He is also concerned about the traffic that the duplexes would create, the fire department access to that street, and the historical debris left

behind by the contractor. Mr. Plante expressed that he felt the developers are destroying the 5-acre ranchettes there.

Stephanie Johnson, Post Falls, ID:

Ms. Johnson testified that the HOA by-laws created by the developer for this subdivision restricted the property uses to single family homes. She stated that the existing maintenance on the vacant lots is atrocious and there was no response from the developer. Ms. Johnson feels changing subdivision approvals would set a precedent that she doesn't think we want for Post Falls families. Ms. Johnson testified that while the developer does own land there he currently rents it out and does not actually live there. Finally, she pointed out that the access to these lots is through a public not private street.

Debbie Vocca, Post Falls, ID:

Ms. Vocca testified that she does not agree with mixing R1 and R2 zoning so close together. She stated that the area needs more affordable single-family homes. She also testified that this area is still rural which she would like to preserve encouraging people to stay there.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The applicant has requested a zoning of R2 on three vacant residential lots. The Future Land Use Map designates this area as Medium Density Residential of which R2 is an implementing zoning district. The West Prairie Focus Area provides for mixed uses or residential and commercial uses with higher densities being nearer to arterials.

The Commission finds that the proposed R2 zoning is consistent with the Future Land Use Map and aligns with the mixed uses identified in the West Prairie Focus Area.

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

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

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

The Commission finds that medium density residential development will assist with providing community prosperity and fiscal health as additional housing within the city.

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

- Future land use mapping;
The proposed zoning is consistent with the future land use designation as Medium Density Residential.
- Compatibility with surrounding land uses;
The Commission discussed and found that the associated residential uses is compatible with the surrounding land uses.
- Infrastructure and service plans;
The Commission found that Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's water reclamation system.

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 no evidence was presented to show a demonstrable adverse impact on the delivery of services and as such, that this criterion has been satisfied.

D. RECOMMENDATION OF THE COMMISSION:

Gabrio Estates Duplexes, File No. ZC-24-2: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for **Medium Density Residential (R2)**.

11/12/24
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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



POST FALLS

SCHOOL DISTRICT #273

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

September 8, 2023

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

Dear Bob,

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

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

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

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

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

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

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

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

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

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

Sincerely,



Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

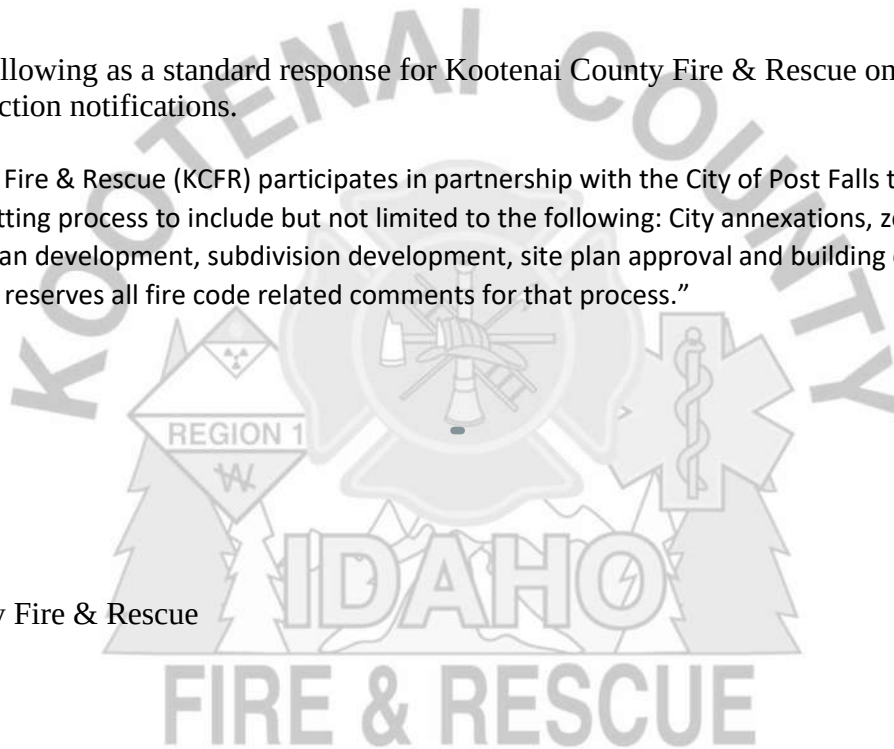
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

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

Respectfully,



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



From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Tuesday, September 17, 2024 9:03 AM
To: Nancy Thurwachter
Subject: RE: Corrected Notice of Jurisdictions - Gabrio Estates Duplexes File No. ZC-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 Idaho Transportation Department has No Comment on proposed rezoning case for Gabrio Estates Duplexes File No. ZC-24-2.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 17, 2024 8:16 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, September 17, 2024 10:18 AM
To: Nancy Thurwachter
Subject: FW: Corrected Notice of Jurisdictions - Gabrio Estates Duplexes File No. ZC-24-2
Attachments: Exhibit PH-2 NTJ Gabrio Estates_PZ.pdf

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Hi Nancy,

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

Sincerely,

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, September 17, 2024 9:16 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>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington



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

September 17th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Gabrio Estates Duplexes File No. ZC-24-2

The Police Department has reviewed the above listed zone change and will remain Neutral on this request and will comment further in any development meetings. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

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

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, September 30, 2024 4:24 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Gabrio Estates Duplexes File No. ZC-24-2

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The Post Falls Highway District has no comment.

Kind regards,
Jonie

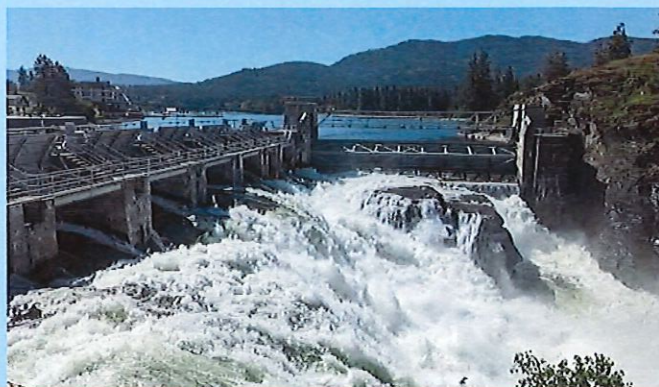
Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Monday, September 16, 2024 5:02 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 <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; cingle@kcgov.us; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aec.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>

Gabrio Estates Duplexes

(File No. ZC-24-2)



Jon Manley – Planning Manager
February 4th, 2025

1

APPLICANT: Nate Grossglauser

OWNERS: Nate Grossglauser

REQUESTED ACTIONS:

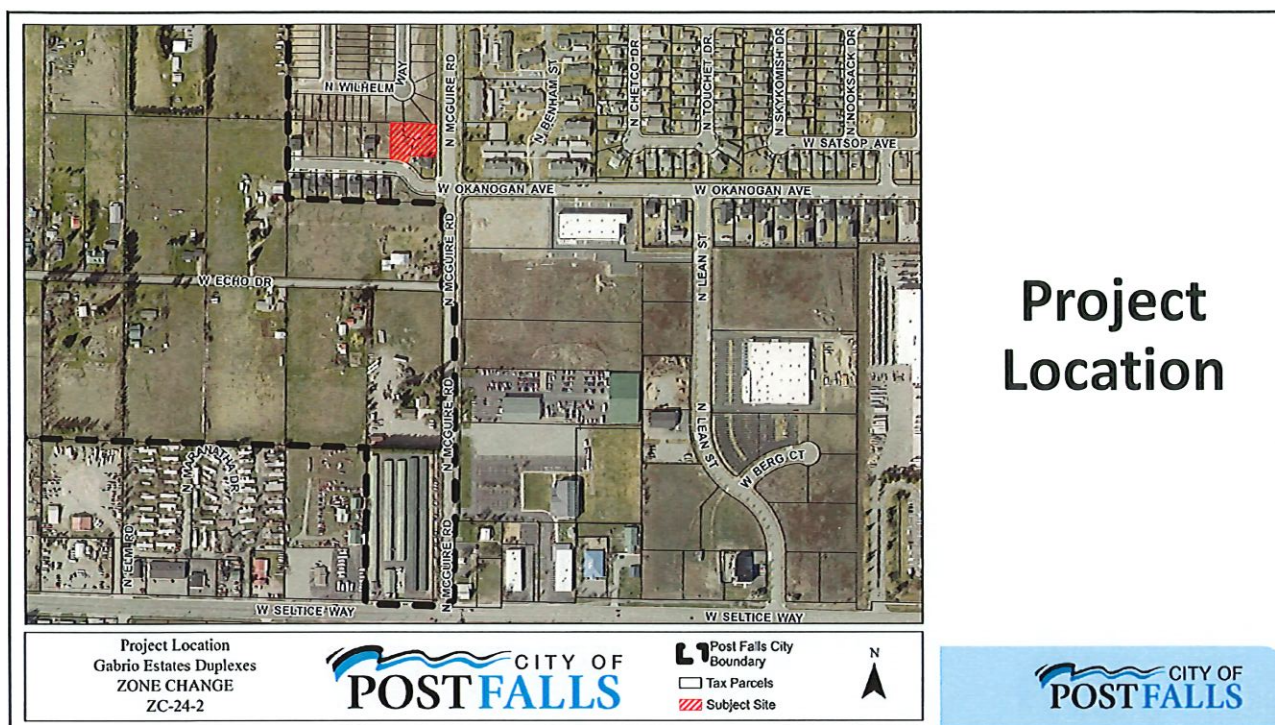
Zone Change Request: The applicant is seeking approval to rezone lots 8, 9 and 10 of Gabrio Estates Block 1 from Single-Family Residential (R1) to Medium Density Residential (R2)

Total acreage is approximately 0.59-acres

Gabrio Estates Duplexes



2



3

Current Land Use: Three vacant lots within the Gabrio Estates

Physical Characteristics/Natural Features: Rathdrum Prairie Aquifer

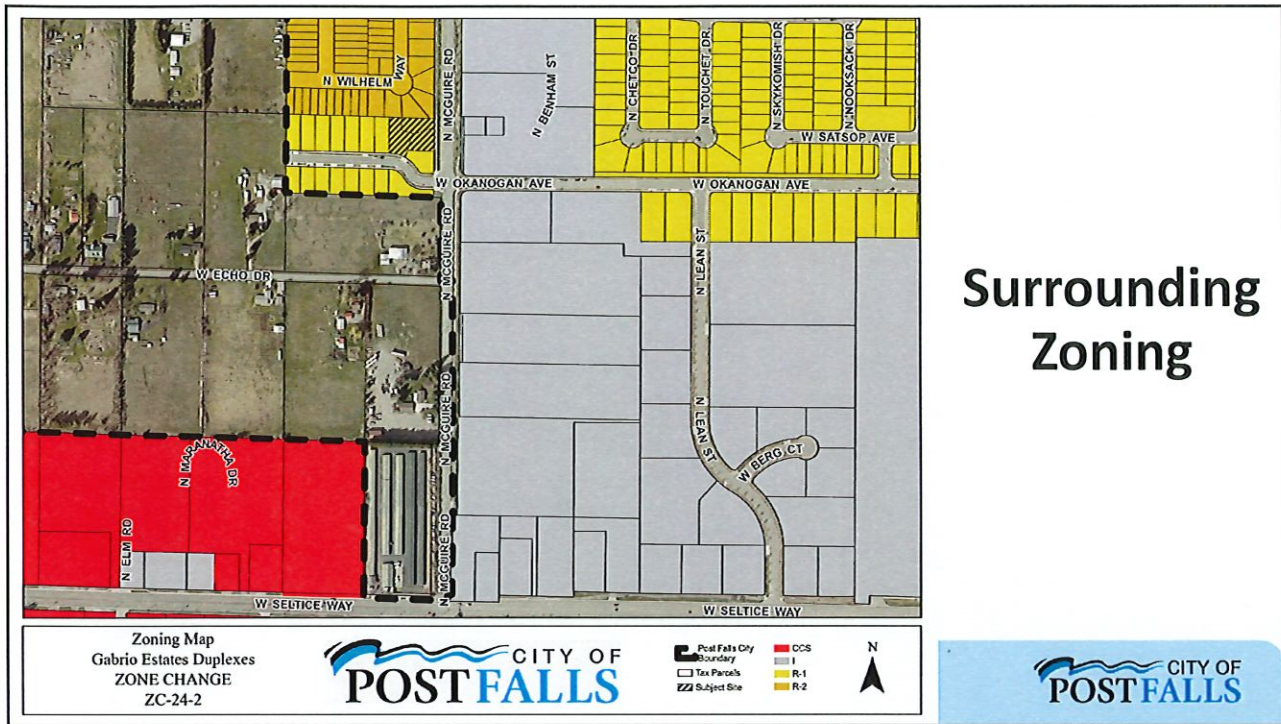
Water Provider: East Greenacres Irrigation District

Wastewater: City of Post Falls

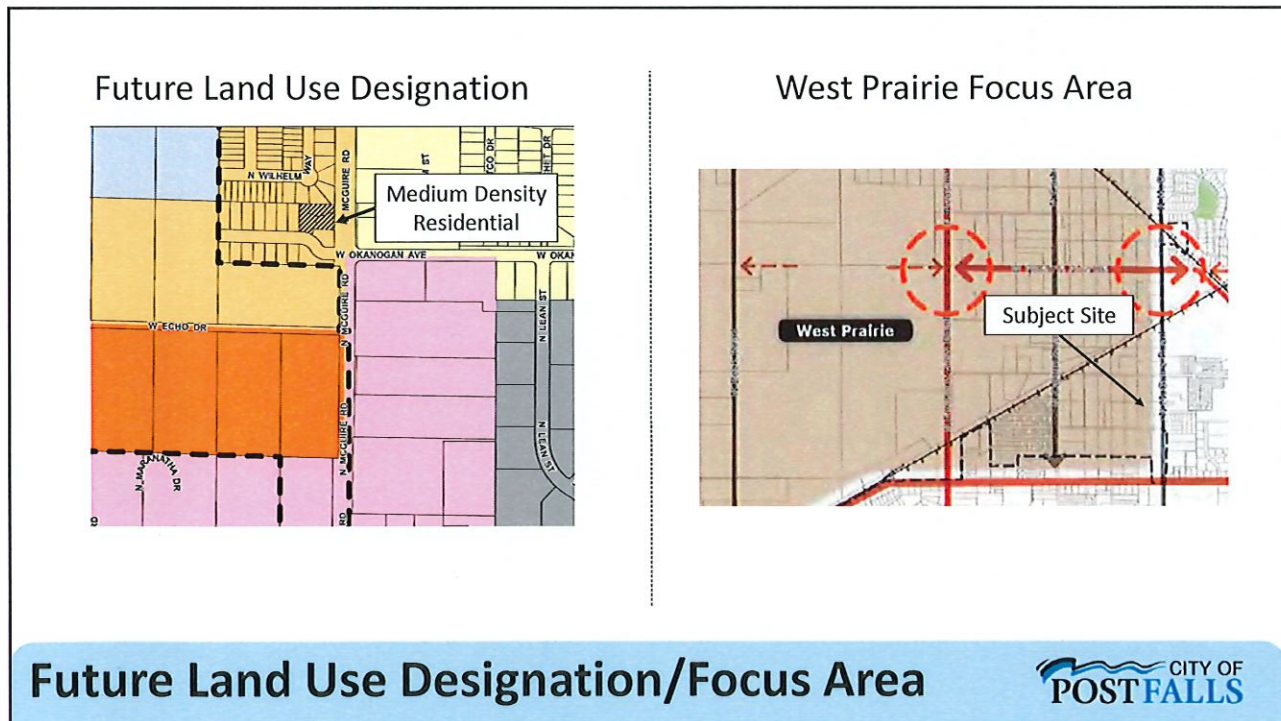
Gabrio Estates Duplexes Information



4



5



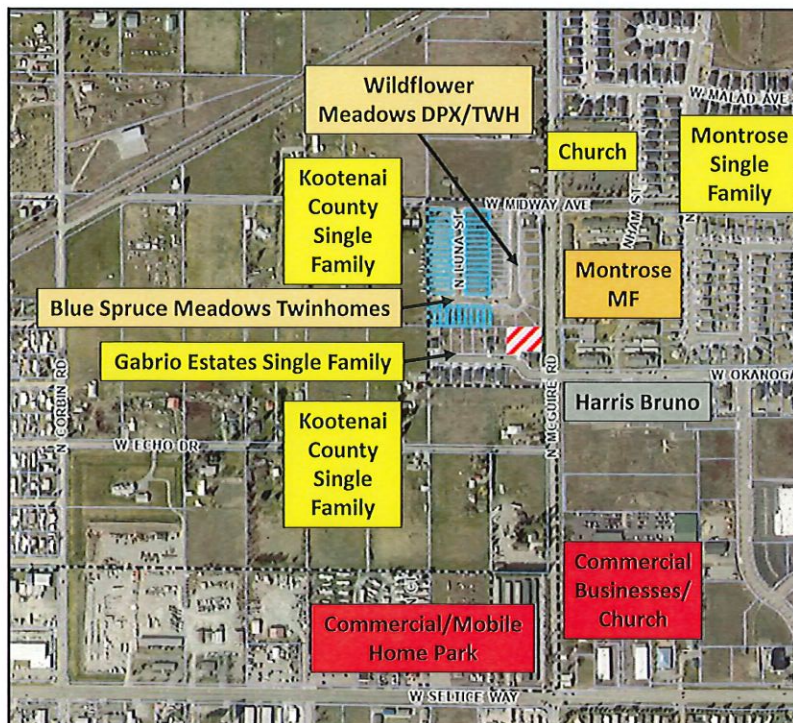
6

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <u>Medium Density Residential</u> Implementing Zoning Districts: <u>R2, R3, CCS, RM, SC4, Per Focus Area</u>	<u>West Prairie</u> Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials	[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.02] Apply or revise zoning designations with careful consideration of factors including: - Future land use mapping; - Compatibility with surrounding land uses; - Infrastructure and service plans; - Existing and future traffic patterns; - Goals and policies of the comprehensive plan, related master plan and/or facility plans



7



Surrounding Context



8

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

Zone Change Review Criteria 3



9

- | | |
|-----------------------------------|---------------------------------------|
| • Bonneville Power Administration | • Idaho Dept. of Lands |
| • Kootenai County Fire | • Panhandle Health |
| • PF Highway District | • NW Pipeline Corp. |
| • PF School District | • PF Post Office |
| • Avista (WWP-3) | • East Greenacres Irrigation District |
| • Dept. of Environmental Quality | • Spectrum |
| • Phillips 66 (Pipeline company) | • PF Police Department |
| • Yellowstone (Pipeline company) | • Utilities (W/WW) |
| • TransCanada GTN | • Urban Renewal Agency |
| • PF Parks & Rec | • Kootenai County Planning |
| • Kootenai Electric | • City Link |
| • Ross Point Water | • Idaho Transportation Dept. |
| • TDS | • KMPO |

Agencies Notified



10

[PA-1] Post Falls School District (PFSD) – Remains neutral

[PA-2] Kootenai County Fire & Rescue (KCFR) – Comment during permitting

[PA-3] Idaho Department of Transportation (IDT) – No comments

[PA-4] Yellowstone Pipeline Company (YPL) – No comments

[PA-5] Post Falls Police Department (PFPD) – Remains neutral

[PA-6] Post Falls Highway District (PFHD) – No comments

Agency Comments



11

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

Zone Change Review Criteria 3



12

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

Zone Change Review Criteria



From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Friday, January 17, 2025 9:24:22 AM
Attachments: [image003.png](#)

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

The Post Falls Highway District has no comments.

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 16, 2025 9:13 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; 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>; 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>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter
<eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen
<James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter
<jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley
<jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell
<krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center
<mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney
<ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball
<rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale
<rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard
<showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman
<sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>;
Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 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



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

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From: [Ron Wilson](#)
To: [Nancy Thurwachter](#)
Cc: [Nate](#); [Jason Hardin](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Tuesday, January 21, 2025 7:25:10 AM
Attachments: [image001.png](#)

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Good Morning,

The water service(s) associated with this Notice were designed for a single family residence, therefore it will need to come back before the Board for conceptual approval and submit drawings for review to service the multifamily project.

Thanks, Ron

Ron Wilson
District Manager
East Greenacres Irrigation District
(208) 773-7579 Office
(208) 773-3476 Fax
Ron@eastgreenacres.org

-
CONFIDENTIALITY NOTICE: This e-mail and attachments accompanying it contain information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity stated in this e-mail. If you are not the intended recipient, you are hereby notified that any disclosure, copying distribution or the taking of any action in reliance on the contents of this e-mail or attachments is strictly prohibited. If you have received this e-mail in error, please immediately notify us by e-mail or telephone (collect, if necessary) to arrange for disposition of the original.
-

From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Thursday, January 16, 2025 9:13 AM

To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; 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 <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>; 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>
Cc: Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cggabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 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: [Robert Beachler](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2
Date: Tuesday, January 21, 2025 10:56:44 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 16, 2025 9:13 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>; 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>

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

Subject: Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2

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

Good morning,

Please find attached the Notice to Jurisdictions for Gabrio Estates Duplexes File No. ZC-24-2 that is scheduled for the City Council meeting on February 4, 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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RESIDENTS OF GABRIO ESTATES

801-678-0040

steph.ilene.johnson@gmail.com

Okanogan Avenue, Post Falls ID 83852

Post Falls Planning Division

October 1, 2024

408 N Spokane St.

Post Falls, ID 83854

Dear Zoning Department members,

We are writing on behalf of the residents of Gabrio Estates to formally express our strong opposition to the proposed rezoning of the three remaining lots in our subdivision from single-dwelling homes to multiple-dwelling lots. Current residents have approved this letter in solidarity against this change.

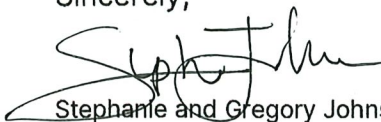
When Gabrio Estates was originally developed, it was zoned specifically for single-dwelling homes, which has created a cohesive and desirable community. The proposal to allow multiple-dwelling units undermines our neighborhood's very foundation and threatens to significantly lower our property values.

While the developer may claim that this change will promote "affordable housing," we believe it will primarily serve to increase his profits at the expense of current residents. Our community has already seen a decline in the maintenance of the land, and we are concerned that further development will exacerbate these issues.

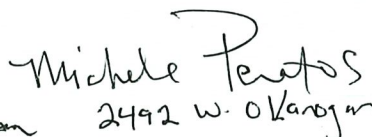
We plan to attend the public hearing on October 8th to discuss this issue further and wanted to send this letter in advance to express our strong feelings. We urge the Planning and Zoning Division to consider the long-term implications of this rezoning. Our neighborhood thrives on the sense of community and stability provided by single-dwelling homes. Allowing this change would not only alter the character of our subdivision but also set a precedent for further developments that may not align with the interests of the current residents.

Thank you for your attention to this matter. We hope you will take our concerns seriously and uphold the original zoning regulations that have served our community well.

Sincerely,


Stephanie and Gregory Johnson

2599
Okanogan


Michele Peratos
2492 W. Okanogan


Karlynn Funk
2580
Okanogan


Brad and Leanne Carlson 2508


Jerry Greenwood 2509


Aarin and Melissa Morris 2598



09/30/2024

PUBLIC COMMENT

Gabrio Estates Duplexes Zone Change

File No. ZC-24-2

Exhibit: 4C

Applicant: American Crew Builders, LLC

Location: Near the intersection of N. McGuire Rd and W. Okanogan Ave.

Request: To rezone lots 8, 9 and 10 of Gabrio Estates block 1 from Single-Family Residential (R1) to Medium Density Residential (R2) zoning district.

Hearing Date: October 8, 2024

Questions list:

Name: Debi Vocca

Address: 2893 W Echo Dr., Post Falls, ID 83854

Email: dvocca@msn.com

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

Please explain your answer: The existing development on this small street is for single family homes. This area is better suited for single family homes so existing home values aren't

compromised. Post Falls needs to slow down on over developing. Post Falls water treatment plant is a concern and should be remedied before approving more development of the land.

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

Is the request for commercial or high-density residential?: No

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

Please explain your answer:

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

Is the request for limited or neighborhood commercial or low density residential?: Yes

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

Is the property near higher intensity urban activity?: No

Please explain your answer: The West side of Post Falls is not a center of urban activity. This area is still very rural

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

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

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

Please explain your answer:

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

Please explain your answer:

From: [Michele Peratos](#)
To: [Nancy Thurwachter](#)
Subject: Fwd: Gabrio Estates Duplexes Opposing letter
Date: Sunday, October 6, 2024 4:05:40 PM
Attachments: [Okanogan 2.webp](#)
[Okanogan 4.webp](#)
[Okanogan 5.webp](#)
[Okanogan 3.webp](#)
[Okanogan 1.webp](#)
[Gabrio Estates.pdf](#)

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nthurwachter@postfalls.gov

----- Forwarded message -----

From: Michele Peratos <micheleperatos@gmail.com>
Date: Sun, Oct 6, 2024 at 3:54 PM
Subject: Gabrio Estates Duplexes Opposing letter
To: <phnotice@postfalls.gov>

I Michele Peratos am the owner at 2492 W. Okanogan Ave in Post Falls, Idaho. I am fully against Nate Grossglauser, American Crew Builders, LLC, PO Box 3908, Coeur d'Alene, ID 83816 being able to rezone my neighborhood.

This is an upscale neighborhood with newer modern single family homes. This would drastically reduce the value of each of our homes and change the entire single family home neighborhood. This neighborhood also has a very strict HOA that was created by Nate Grossglauser himself that prohibits this.

I would have never bought this upscale home at a high price if it was to be rezoned at any time. This would drastically affect each homeowner in this neighborhood in a negative way.

Nate Grossglauser does not reside in this neighborhood. He also does not maintain the empty lots that he owns. I have complained several times about the tall weeds he does not maintain. He has zero interest in keeping this neighborhood upscale and how it was meant to be. He currently has one house he rents out in here that I am aware of. His only interest is in gaining money off of more rentals for himself. He has been an issue with many of the home owners in this upscale neighborhood due to not letting us create our own HOA board, not providing us with any financial proof of spending, and not listening to any of our concerns or issues with his handling of our HOA money. Some of which looks highly suspicious. I was going to turn him in for mis-use of our HOA money; but then I got diagnosed with Cancer. This is still something I plan on doing once I am able to.

I am unable to attend the meeting coming up this week because I am currently getting cancer treatment. I have signed a document along with other neighbors opposing this request from Nate Grossglauser.

Attached are just some pictures of our homes. These houses are upscale and cost us

homeowners a lot of money. None of us would have bought here if it was not a single family neighborhood with an HOA.

I simply cannot sell my home and move; nor do I want to. I can't afford it for one and I have two children in school. We have made this our home for what will be two years in December. I would not be able to find this house someplace else for the price I bought it for which was already too high. Prices just keep increasing and this would be a financial loss for all of us.

Please really consider what damage this would do for all of us living here. These are our homes; this is our neighborhood. Only one person would benefit from rezoning this neighborhood and he does not even live here. Nate is only out to gain money and does not care what it will do to the homeowners here. This is simply motivated by greed and a total disrespect for all of us who already bought upscale single family homes here.

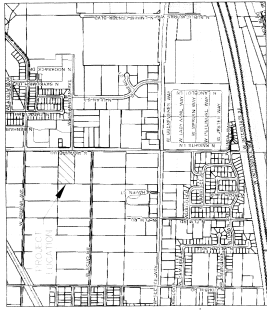
Thank you for your time,

Michele Peratos
2492 W. Okanogan Ave.
Post Falls, ID 83854
(208)290-5447

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK L PAGE 494
INST. # 201714100



VICINITY MAP

NOT TO SCALE

LEGEND

- FOUND MONUMENT AS NOTED
- SET 3/4" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249 OR SET
- CALCULATED POINT, NOTHING FOUND OR SET
- DRILL & EPOXY MAG NAIL W/ WASHER STAMPED PLS 8249
- SECTION & CORNER AS NOTED
- SECTION CORNER AS NOTED
- PROPERTY BOUNDARY
- RIGHT OF WAY
- SIDEWALK, DRAINAGE & UTILITY EASEMENT (10' OR 15' AS NOTED)

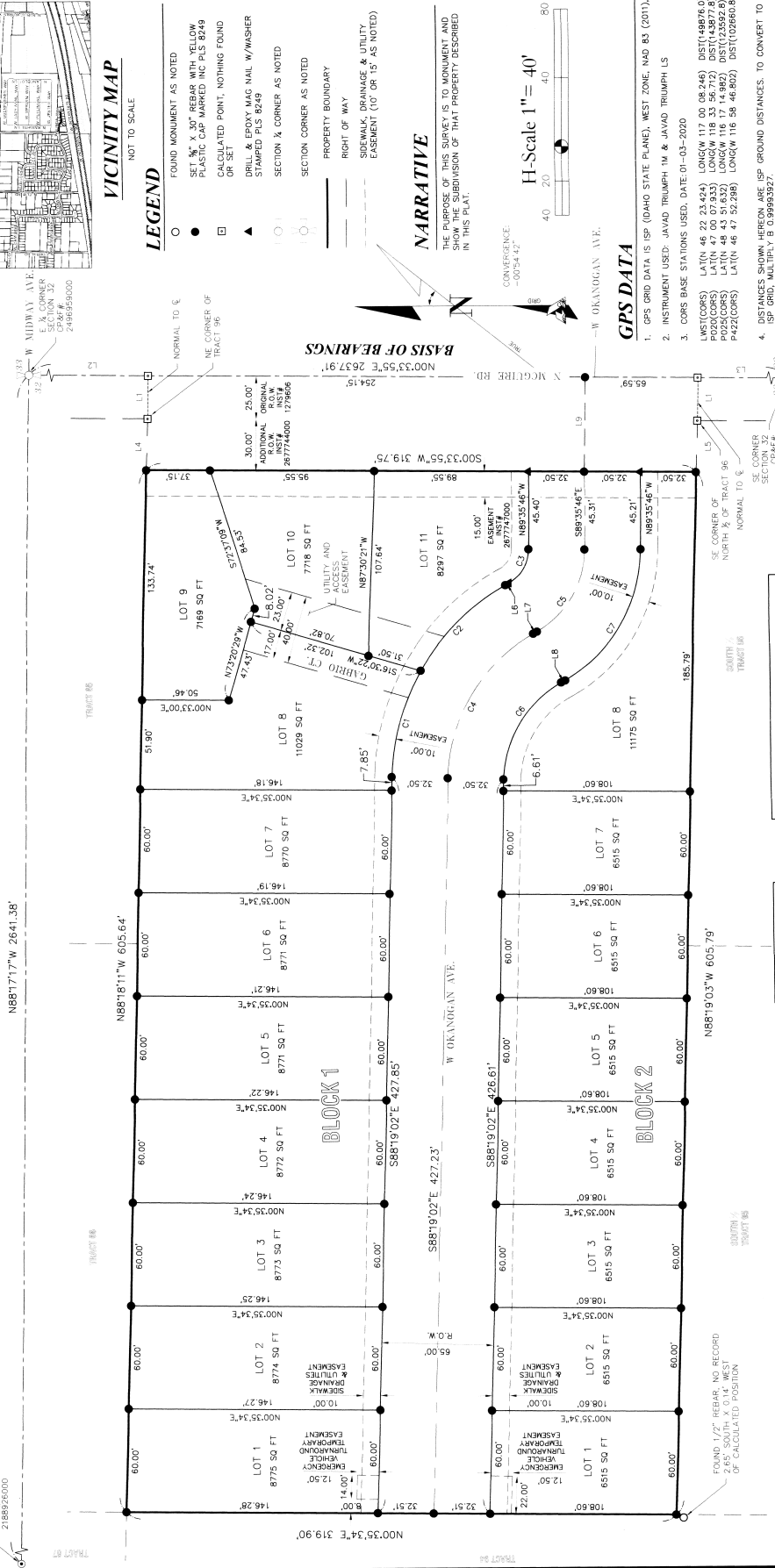
NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT AND SHOW THE SUBDIVISION OF THAT PROPERTY DESCRIBED IN THIS PLAT.

H-SCALE 1"=40'

GPS DATA

- GPS GRID DATA IS SP (IDAHO STATE PLANE), WEST ZONE, NAD 83 (2011).
- INSTRUMENT USED: JAVAD TRIUMPH 1M & JAVAD TRIUMPH LS
- CORPS BASE STATIONS USED, DATE 01-03-2020
WST(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14876.0)
P023(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14877.8)
P022(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14879.6)
P021(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14881.4)
P020(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14883.2)
P019(CORPS) LAT(N 46 47 52.643) LONG(W 116 58 46.848) DIST(14885.0)
- DISTANCES SHOWN HEREON ARE SP GROUND DISTANCES. TO CONVERT TO USP GRID, MULTIPLY BY 0.9999557.



Curve Table

Curve #	Length	Radius	Delta	Chord	Direction
C1	84.47	131.50	102°05'18"	63.82	N74°16'22"W
C2	71.14	131.50	102°05'18"	70.28	N44°43'46"W
C3	23.71	22.50	96°21'54"	22.62	S89°24'46"E
C4	102.09	99.00	109°05'10"	97.63	N58°46'27"W
C5	57.85	55.00	106°21'54"	55.30	S89°24'46"E
C6	68.58	68.50	109°05'10"	65.38	S88°46'27"E
C7	92.19	87.50	106°21'54"	87.98	S89°24'46"E

Line Table

Line #	Direction	Length
L1	S89°24'46"E	25.00
L2	N00°35'34"E	658.98
L3	S00°33'55"W	1658.19
L4	N89°15'11"W	30.01
L5	N89°15'11"W	30.01
L6	S89°24'46"E	2.80
L7	S89°15'27"E	2.80
L8	S89°15'27"E	2.80
L9	S89°24'46"E	55.00

BASIS OF BEARINGS

BEARING FOR THIS SURVEY IS BASED ON THE FOUND MONUMENTS AT THE SOUTH EAST CORNER OF PLAT NO. 5, GREEN ACRES IRRIGATION DISTRICT, T51N, R5W, B.M., HAVING A GRID BEARING OF N00°35'55"E PER THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011).

REFERENCES

R1 PLAT NO. 5, GREEN ACRES IRRIGATION DISTRICT BY WILLIAM ASHLEY JR., L.S. 17, FILED IN BOOK 6 OF PLATS, AT PAGE 70, RECORDS OF KOOTENAI COUNTY (JANUARY 28, 1905).



609 N. Calgary Court, Suite 7,
Post Falls, Idaho 83854
Phone: (208) 777-2184
Fax: (208) 777-2128
www.dbsolutions.pro
Advanced Consulting and Engineering Solutions

PLAT OF GABRIO ESTATES
POST FALLS, KOOTENAI COUNTY, IDAHO

DRAWN BY: JM
DATE: 08-19-19
DWG NAME: 19-000 PLAT.DWG
CHECKED BY: RLG
SCALE: 1" = 40'
PROJ. #: 19-000
SHEET 1 of 2

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

OWNER CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT AMERICAN CREW BUILDERS LLC, A LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE REPLATED THE LAND WITHIN TO BE KNOWN AS "GABRIO ESTATES", A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF TRACTS 95 & 96 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 8 OF PLATS AT PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO EXCEPT THEREFROM THOSE PORTIONS CONVEYED UNTO THE CITY OF POST FALLS, IN DOCUMENTS RECORDED JANUARY 17, 2019 AS INSTRUMENT NO. 2677744000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION;

THENCE, ALONG THE EASTERLY LINE OF SAID SECTION S 03°35' W, 658.98 FEET;

THENCE, LEAVING SAID EASTERLY LINE, N 89°26'05" W, 25.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 96;

THENCE, ALONG THE NORTHERLY LINE OF SAID TRACT 96, N 89°16'11" W, 30.01 TO THE POINT OF BEGINNING;

THENCE, SOUTH 03°35' WEST, 39.75 FEET;

THENCE, NORTH 88°19'03" WEST, 605.79 FEET WESTERLY LINE OF TRACT 95 OF SAID PLAT;

THENCE, ALONG SAID WESTERLY LINE NORTH 03°34' EAST, 319.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

CONTAINING 193.686 SQUARE FEET 4.446 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER TO BE PROVIDED BY EAST GREENACRES IRRIGATION DISTRICT.

SANITARY SEWAGE DISPOSAL TO BE PROVIDED BY THE CITY OF POST FALLS.

THE OWNER HEREBY DEDICATES ALL RIGHT-OF-WAY FOR OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES A 10' SIDEWALK, DRAINAGE & UTILITY EASEMENT ALONG EACH SIDE OF OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES ACCESS AND UTILITY EASEMENT FOR GABRIO COURT AS SHOWN HEREON TO THE ADJOINING PARCELS, (BLOCK 1, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 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1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005,



DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GABRIO ESTATES

Post Falls, Idaho

Records of Kootenai County

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GABRIO ESTATES

The undersigned, American Crew Builders, LLC (hereinafter referred to as the "Declarant"), an Idaho limited liability company, is the current Owner, in fee, of the real property located in Kootenai County, Idaho, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"). The Declarant hereby adopts the following Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration" or "CC&Rs") for Gabrio Estates and its additions (hereinafter referred to as the "Project" located at the Property), and declares that the following shall apply to each and every subdivision of the Property or additions annexed hereunder and to any interest in the Property. This Declaration shall run with the land and shall bind the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Project for the mutual benefit of future owners and occupants. The Project consists of a residential subdivision and associated Common Area, together with any expansion thereto made pursuant to this Declaration. The Declarant has attempted to draft this Declaration consistent with the ordinances of the City of Post Falls

(hereinafter referred to as the "Governing Agency"). Where inconsistent, the most restrictive regulations in this Declaration or the ordinances and regulations of the Governing Agency shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNING AGENCY.

ARTICLE 1

DEFINITIONS

Section 1.1. **Words Defined.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Section 1.1.1. **"Annual Meeting"** shall mean the annual meeting of the Members of the Association authorized under this Declaration.

Section 1.1.2. **"Articles"** shall mean the Articles of Incorporation of the Association and any amendments thereto, which by this reference are incorporated herein.

Section 1.1.3. **"Association"** shall mean GABRIO ESTATES HOMEOWNERS ASSOCIATION, INC., the Idaho nonprofit corporation whose Members are the Owners as described in this Declaration.

Section 1.1.4. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association, as elected or appointed in accordance with the Bylaws.

Section 1.1.5. **"Bylaws"** shall mean the Bylaws of the Association, which by this reference are incorporated herein.

Section 1.1.6. **"Common Areas"** shall mean parcels of the Property and facilities which, according to the Plat or ownership, are established for shared use of the Owners, including the private road known as "Gabrio Court" and a ten (10) foot multiuse pathway, as the same are illustrated on the Plat. Common Areas are maintained by and at the expense of the Association.

Section 1.1.7. **"Declarant"** shall mean American Crew Builders, LLC and its representatives, successors and assigns.

Section 1.1.8. **"Declarant's Control Period"** shall mean that period of time wherein the Declarant maintains Class "B" Membership and thereby controls all votes of the Association as more specifically outlined in the Articles.

Section 1.1.9. **"Designated Successor"** shall be the Person(s) specifically designated through written agreement with the Declarant to assume all rights, responsibilities and obligations of the Declarant set forth in the CC&Rs.

Section 1.1.10. **"Declaration"** or **"Covenants, Conditions and Restrictions"** or **"CC&Rs"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

Section 1.1.11. **"Development Documents"** shall mean the Declaration, Articles, Bylaws and Rules and Regulations as may be lawfully amended from time to time.

Section 1.1.12. **"First Mortgage"** shall mean a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon.

Section 1.1.13. **"First Mortgagee"** shall mean the holder of a First Mortgage.

Section 1.1.14. **"Governing Agency"** shall mean the City of Post Falls, Kootenai County, Idaho.

Section 1.1.15. **"Improvement"** shall mean the buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind that are located on the Property.

Section 1.1.16. **"Limited Common Areas"** to the extent that the same may exist, shall mean those Common Areas and facilities which are designated in the Plat or may be designated in future plats or annexations to this Declaration for use of a certain Owner or Owners to the exclusion, limitation or restriction of others.

Section 1.1.17. **"Lot"** shall mean a platted and subdivided parcel of real property located in the Project, excepting any lot or tract owned by the Association.

Section 1.1.18. **"Member(s)"** shall mean Owners.

Section 1.1.19. **"Mortgage"** shall mean a recorded mortgage, deed of trust or other security instrument by which a Lot in the Project is encumbered.

Section 1.1.20. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot in the Project created by a Mortgage.

Section 1.1.21. **"Owner"** shall mean the legal Owner of a Lot in the Project. Where a real estate contract for the sale of a Lot has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

Section 1.1.22. **"Person"** shall mean an individual, corporation, partnership, association, trustee or other legal entity.

Section 1.1.23. **"Plat"** shall mean the plat of survey of the Property and of all Lots included within the Property, which has been recorded in the records of Kootenai County in Book L of Plats, Pages 494, 494A, and all amendments thereto, together with any plats of real property subsequently annexed pursuant to this Declaration.

Section 1.1.24. **"Project"** shall mean the Property and all related Improvements, together with any future annexed properties, that are part of the residential subdivision commonly referred to as Gabrio Estates.

Section 1.1.25. **"Property"** shall mean the land and the buildings and all improvements

and structures now or hereafter placed on the land described in Exhibit "A," together with any future real estate annexed hereunder in accordance with the terms of this Declaration, which are subject to the terms and conditions of the Development Documents. Exhibit "A" is attached hereto and incorporated herein by reference.

Section 1.1.26. **"Rules and Regulations"** shall mean those operating procedures and use controls which may be adopted by the Board consistent with this Declaration, which by this reference are hereby incorporated herein.

Section 1.1.27. **"Survey Map and Plans"** shall mean the survey map or Plat and the plans recorded with respect to the Property and any amendments, corrections and addenda thereto that are subsequently recorded.

Section 1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably. The above definitions shall apply to words in text whether capitalized or uncapitalized, unless the context of their use makes the definitions clearly not applicable. All other words shall be given their common and simple meaning consistent with the context of their use.

ARTICLE 2

DESCRIPTION OF LAND

The land restricted and protected by this Declaration shall be all real estate and Improvements located on the Property described in Exhibit "A" attached hereto and any land properly annexed hereunder.

ARTICLE 3
DESCRIPTION OF BUILDINGS

Section 3.1. Minimum Standards for Single-Family Residential Structure. One single-family residential structure may be set upon each Lot, designed and intended for use and occupancy as a residency by a single family and shall include the underlying Lot (a "Dwelling Unit"). Every Dwelling Unit is subject to the approval of the Board as outlined below and shall meet the following minimum standards:

3.1.1. All building materials must be approved by the Board.

3.1.2. All Dwelling Units shall be constructed with shingle or tile roofing material expected to have a useful life of at least thirty (30) years, or a roofing material of comparable quality as determined by the Board of Directors or the Committee (as defined in Section 4.2 below). Composition roofing shall be of the laminated multi-ply variety with contracting or other distinctive tab lines.

3.1.3. The finished floor space of any single-level Dwelling Unit shall be no less than 1400 square feet, and the finished floor space of any multi-level Dwelling Unit shall be no less than 1800 square feet.

3.1.4. Garages to accommodate two (2) automobiles shall be incorporated in or made a part of each Dwelling Unit. Garages for more than three (3) cars shall only be allowed if proportionate to the Dwelling Unit and Lot as determined by the Board. The Board is authorized to allow detached garages and auxiliary use buildings (including detached shops and structures designed for recreational vehicle storage), provided that these buildings match the exterior of the Dwelling Unit in both material and exterior appearance, which in the opinion of the Board would not be detrimental to the neighborhood or be inconsistent with the overall aesthetics of the Project or objectives of these covenants.

3.1.4.1. In addition to any other requirements imposed by the Board, shops must match the color of the Dwelling Unit located on the Lot.

3.1.5. No Dwelling Unit, building or other structure shall be moved onto any Lot; new construction is required. No tent, trailer, mobile home, boat or other vehicle or structure shall be used or allowed for human habitation on a temporary or permanent basis on any Lot or anywhere in the Project at any time.

3.1.6. All fencing shall be six (6) feet in height and made of white vinyl material. No fence shall be erected or placed on any Lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street.

3.1.7. All new construction shall be completed within six (6) months from the commencement thereof, and all side and front yards, including the portion of the right-of-way between the curb and the front Lot line, shall be landscaped and completed within six (6) months from the date of completion of the Dwelling Unit, or occupancy thereof, whichever is first, except in the event of delay caused by weather conditions. As part of construction of each Dwelling Unit, and within one hundred twenty (120) days of the paving of the driveway, the

Owner shall landscape, including the installation of an automatic sprinkler system, the front and side yards of the Lot upon which the Dwelling Unit is located. Said landscaping shall include the planting and cultivation of trees (of the types approved and in the amount required by the Board and the City of Post Falls) in the grassy swale in the front yard of the Lot.

All landscaping shall be maintained in an orderly and sightly manner, including the area between the Lot lines and curb. Owners shall plant and maintain grass in the grassy swale storm drain area between the sidewalk and curb of their Lot. Owners shall not allow any structures, filling, change in grade or other blockage or obstruction of said drainage area.

3.1.8. No satellite dish or broadcast transmission antenna shall be permitted on any Lot, except when located in the rear yard where it cannot cast a shadow on adjoining Lots.

3.1.9. All public and private utility lines shall be located underground.

The Board may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of the standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity.

ARTICLE 4

ARCHITECTURAL CONTROL / RULES AND REGULATIONS

Section 4.1. Board as the Architectural Control Committee. No Dwelling Unit, building, fence, addition, wall or other structure shall be commenced, erected or maintained on a Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors, who will ensure compliance with regard to the quality of materials, harmony of external design and location in relation to the surrounding structures and topography. The Board is authorized to create further Rules and Regulations to address the process of said review.

4.1.1. If any structure of any kind shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Development Documents and without the approval required herein. Upon written notice from the Board, any such structure maintained on a Lot in violation hereof, shall be removed or modified, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of violation the Owner of the Lot upon which such violation exists shall have failed to remedy the violation or taken sufficient steps (as determined by the Board) toward the removal or termination of the same, the Association shall have the right, through its agents and/or employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such Owner, as well as a lien upon the Lot in question.

Section 4.2. Architectural Control Committee or Administrator. The Board, at its option, may appoint a committee to be known as the Architectural Control Committee (the "Committee") to complete the review process outlined in Section 4.1 above. The Committee, when duly appointed, may

also be delegated by the Board with the authority to enforce the Rules and Regulations. The Committee shall consist of no more than five (5) persons selected by the Board to serve indefinite terms.

Section 4.3. Rules and Regulations. The Board shall adopt by resolution, and have the full power and authority to enforce, Rules and Regulations for the Project which shall address, but not be limited to, the regulation of the exterior appearance of buildings, signage, parking, fencing, drainage, improvements and permitted uses and activities within the Project, and clarify any provision of this Declaration, even though such Rules and Regulations may be more restrictive than the Declaration. Such Rules and Regulations shall be consistent with the spirit and intent of this Declaration. The adoption of such Rules and Regulations must be made in accordance with the Bylaws. The Board, by resolution, may amend the Rules and Regulations from time to time by a majority vote. Upon proper adoption, the Rules and Regulations shall be as enforceable and binding as any other requirements of this Declaration. The Board shall compile and maintain all Rules and Regulations, including any amendments thereto, at some location where they are easily reviewable by the Owners, along with other Association books and records. Proper adoption of the Rules and Regulations (and any amendment thereto) shall be deemed notice to all Owners of the binding and effective nature of the same.

Section 4.4. Fees. The Board, by resolution, shall set a fee for plan review pursuant to the Rules and Regulations. The Board may, by majority vote, on a case-by-case basis, waive or adjust fees for low-cost improvements.

ARTICLE 5

SERVICE OF PROCESS

The registered agent of the Association is designated to receive service of process. The Board shall designate the registered agent and office in the Articles, and the Board may specify a different agent and/or office for such purpose by filing proper documents with the Idaho Secretary of State.

ARTICLE 6

ASSOCIATION OF OWNERS

Section 6.1. Form of Association. The Association shall be a nonprofit corporation formed under the laws of the State of Idaho.

Section 6.2. Articles and Bylaws. The Articles and Bylaws of the Association shall bind all Owners and are by this reference an integral part of this Declaration. Copies of both documents shall be available by request from the Board. The Articles and Bylaws may be amended in accordance with the terms of each and the laws of the State of Idaho.

Section 6.3. Qualification for Membership Voting Right. Each Owner of a Lot (including the Declarant) shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. The voting rights of the membership are specified in the Articles and Bylaws of the Association.

Section 6.4. Pledged Votes. If an Owner is in default under a First Mortgage on a Lot for ninety (90) consecutive days or more, the First Mortgagee shall automatically be authorized to declare at any time thereafter that said Owner has pledged his or her vote on all issues to the First Mortgagee during

the continuance of the default. If the Board has been notified by a First Mortgagee of any such pledge, only the vote of the First Mortgagee will be recognized on the issues that are subject to the pledge.

Section 6.5. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association may be required to maintain and repair, each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's Lot and all improvements thereon in accordance with the standards set forth in the Development Documents in order to promote and maintain the value of Lots.

Section 6.6. Association's Obligation to Maintain and Repair Common Areas. The Association has the responsibility to maintain and repair all Common Areas.

ARTICLE 7

NOTICES

All notices to Members given under the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association shall be in writing and shall be delivered personally, by mail or electronically. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of delivery of regular mail after the notice has been deposited in the United States mail, first class, postage prepaid, addressed to the person(s) entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by giving notice in writing to the Board. Notices to the Board shall be given to the Declarant until the termination of the Declarant's Control Period and thereafter shall be given to the President or Secretary of the Association. If delivery is in person, conspicuously leaving a notice at the Owner's door shall be sufficient, so long as the Owner is known to occupy the residence. Electronic delivery is effective upon sending of the notice provided that the member has provided an electronic mailing address for official record purposes of the Association.

ARTICLE 8

BUDGET AND ASSESSMENTS

Section 8.1. Assessments. Assessments may be assessed and will become a lien against Lots in accordance with the Bylaws, as amended from time to time. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually as specified in the Bylaws. The various types of assessments are set forth in detail in the Bylaws. Any Lot owned by Declarant will not be subject to assessments during the Declarant's Control Period.

Section 8.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

Section 8.3. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include, but not be limited to, utility services for the Common Areas; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening and general upkeep of the Common Areas (except where the Owners have such responsibility under the provisions of the Development Documents); and all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners. The Board may hire as many full-

time or part-time employees as it considers necessary to effectively operate the Association.

ARTICLE 9

COVENANT FOR ASSESSMENTS / COLLECTION OF ASSESSMENTS

Section 9.1. Covenant to Pay and Personal Obligation for Assessments. Each Owner, by accepting a deed for a Lot, is deemed to covenant to pay all assessments imposed by the Board. Each such assessment, together with any fines, interest, costs and fees (including reasonable attorney fees) associated therewith, shall be the personal and individual obligation of the Owner(s) of such Lot as of the time the assessment becomes due and shall also be a lien against the Lot and Dwelling Unit against which it is assessed and shall be a continuing lien thereon until satisfied in full. In the case of two or more Owners of a Lot, each will be jointly and severally liable for such obligations. The personal obligation of the Owner(s) shall not pass to his successor in title unless expressly assumed by them, but the lien against the Lot shall be a continuing lien against the Lot (despite any transfer of ownership) until it is fully satisfied or a lawful foreclosure of the same has occurred. No Owner may exempt himself from liability for any assessment by abandonment of the Lot or by waiver of the use and/or enjoyment of the Common Area. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the assessment lien provided for in this Declaration.

Section 9.2. Late Charges and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may from time to time establish late charges, fines, costs, fees and a rate of interest to be charged on assessments that may thereafter become delinquent.

Section 9.3. Elimination of Service for Nonpayment. In case of nonpayment or delinquency in the payment of assessments or other fees imposed by the Board, the Board may upon ten (10) days' notice to the Owner, occupant or Person in charge of the Lot, eliminate any service of the Association related to that Lot. No recommencement of services shall occur until such delinquent assessments, fees and a recommencement fee, as may be established by resolution of the Board, have been paid to the Board. Elimination of service shall in no way preempt or prohibit any other enforcement rights of the Board.

Section 9.4. Failure to Assess. Any failure by the Board or the Association to adopt an annual budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 9.5. Remedies Cumulative. The dispute resolution procedure set forth in Article 16 shall be the sole procedure utilized in resolving disputes relating to assessments. However, the remedies provided for herein are cumulative, and the Board may pursue them either concurrently with such procedure or in any order the Board so desires.

ARTICLE 10

FAILURE TO INSIST ON STRICT PERFORMANCE; NO WAIVER

The failure of any interested party in any instance to insist upon strict compliance with the Development Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be deemed a waiver of said breach. No waiver of any requirement shall be effective unless expressed in writing and signed by the party waiving such requirement.

ARTICLE 11

LIMITATION OF LIABILITY

Section 11.1. General Limitation. So long as a Board member, Association committee member, Association officer and/or the Declarant (including any of its agents) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

Section 11.2. Specific Limitation Related to Personal Liability of Certain Persons. Each Owner, in addition to the other limitations contained herein and not to the exclusion of any other limitation, agrees that no member of the Board or any committee of the Association, or any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE 12

MORTGAGE PROTECTIONS

Section 12.1. Mortgage Protection: General Requirements. A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any Mortgage now or hereafter executed upon the Property or a portion thereof; provided, however, that if any portion of the Property is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all Property purchased subject to all of the provisions of this Declaration.

Section 12.2. Mortgagee's Obligations as to Assessments. Each holder of a First Mortgage (including any purchaser from such holder) on a Lot who comes into possession of a title to said Lot by virtue of foreclosure of the Mortgage, shall take the Lot free of unpaid claims, assessments and charges and shall not be liable for any unpaid claims or assessments and charges against the Lot that accrue prior to the time of such possession or acquisition of title, whichever occurs first.

Section 12.3. Mortgagee's Right to Pay Charges. A First Mortgagee may pay charges that are in default and that may or have become a charge against any Common Area (including Limited Common

Area) and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. A First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

Section 12.4. Mortgagee's Lien Superior to that of Association. Any lien which the Association may have on any Lot for the payment of assessments attributable to such Lot shall be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date that such assessment lien is duly recorded.

Section 12.5. Notices to Mortgagees. Any Mortgagee may file with the Secretary of the Board a written request that it be given copies of notices. Until such request is withdrawn or the Mortgage is satisfied, the Board shall endeavor to send to the requesting Mortgagee a copy of all documents sent to the Owner of the mortgaged property. Holders of First Mortgages who have requested notices shall be entitled to prompt notice of any default in an Owner's obligations under the Development Documents of the Project that is not cured within thirty (30) days of the date of default. The provisions of this Section shall prevail over any inconsistent or contrary provisions in the Development Documents. Specifically, the Board will strive to send the following notices, in writing, to any Mortgagee if requested in writing:

Section 12.5.1. Mortgagee's Notice of Change. Notice of any material change in the Declaration, which notice shall be given thirty (30) days prior to the effective date of such change; and

Section 12.5.2. Mortgagee's Notice of Default. Notice of any default in Owner's obligations under the Development Documents, which default is not cured within thirty (30) days of the date of default.

Section 12.6. Mortgagee's Right to Inspect Records. Notwithstanding any language contained in the Development Documents to the contrary, Mortgagees shall have the right to examine the books and records of the Association upon providing reasonable notice.

ARTICLE 13

SEVERABILITY

The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

ARTICLE 14

EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 15

ASSIGNMENT BY DECLARANT

Section 15.1. Declarant's Right to Assign. The Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by the Declarant and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

Section 15.2. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any Person, which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing their intent in writing to accept such assignment and assume such duties, he shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by the Declarant herein. In the event of such assignment, the Declarant shall be released from any liability from the date of assignment forward.

Section 15.3. Termination of Responsibility. In the event that the Declarant shall convey all of the Declarant's right, title and interest in and to the Project to any Person, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person shall be obligated to perform all such duties and obligations hereunder.

ARTICLE 16

DISPUTE RESOLUTION PROCEDURES

Section 16.1. Exclusive Dispute Resolution. The Owners, Association and the Declarant (the "Parties") agree that the only method for settling disputes between them arising from the provisions of the Development Documents shall be as is set forth below.

Section 16.2. Waiver of Right to Litigate. The Parties hereby irrevocably waive any and all rights to resolve a dispute in any manner which is contrary to the provisions of this Article, including the right of trial by jury. The Parties shall at all times conduct themselves in strict, full, complete and timely accordance with the terms of this Article 16 and all attempts to circumvent the terms of this Article 16 shall be absolutely null and void and of no force or effect whatsoever.

Section 16.3. Mediation. Mediation shall precede any arbitration proceeding initiated under this Article 16. Any Owner or the Association may call for the mediation of any dispute arising from the provisions of the Development Documents. The mediation shall occur in accordance with Rule 37.1 of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. The particular mediator shall be nominated by the Party requesting mediation within ten (10) days of delivery of a notice of dispute to the Board. If the Parties agree on a mediator, the mediation shall be held as soon as is practicable. If the Parties do not agree on a mediator within twenty (20) days of delivery of the notice of dispute to the Board, then the Administrative District Judge for the First Judicial District of the State of Idaho shall name the mediator. Every Party shall enter into the mediation in good faith to resolve any dispute. The Parties to the dispute at hand shall each deposit with the mediator, prior to the session, an equal share of the cost of mediation, except in a case of where the Association is a Party and the Board, its committee or authorized agent has determined that a violation of the Development Documents occurred, assessed a fine or denied an improvement. In those events or where an assessment was not paid by the disputing Owner, the entirety of the mediation cost shall be paid by the Owner contesting the Association's actions.

Section 16.4. Arbitration. In the event that any dispute remains unresolved following mediation, then any Party to the mediated dispute may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a dispute. Within ten (10) days of the appointment of said arbitrator, the other Party(ies) shall either agree to the single arbitrator or shall appoint a similarly qualified arbitrator within ten (10) days. If the two (2) arbitrators are so selected within such

time period, the two (2) arbitrators shall select a third arbitrator. The case shall be guided by Commercial Rules of the American Arbitration Association, unless the arbitrator(s) shall determine to vary such rules for time and cost effectiveness. In the event that any Party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided by the Administrative District Judge for the First Judicial District of the State of Idaho in order to assure a rapid arbitration of the matter. The board of arbitrators by majority rule or the single arbitrator shall settle all disagreements, and the ruling of the arbitrator(s) shall be the final and binding resolution of the matter. The decision of the arbitrator(s) shall be given the same weight as a judgment and may be confirmed as a judgment by any Party.

16.4.1. Pre-Decision Arbitration Procedures. The arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator(s); however, the speedy and cost-effective resolution of the dispute shall guide that decision. The arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchanges of summaries of testimony of proposed witnesses and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery that the arbitrator(s) determines to be reasonable under the circumstances.

16.4.2. Arbitration Hearing. The arbitration shall be conducted in Kootenai County, Idaho. The Parties may represent themselves or be represented by legal counsel. The Parties may offer such evidence as is relevant and material to the dispute. The arbitrator(s) shall be the sole judge of relevance and materiality.

16.4.3. Governing Law. In rendering a decision, the arbitrator shall determine the rights and obligations of the Parties according to the terms and provisions of the Development Documents and the laws of the State of Idaho.

16.4.4. Arbitration Decision. The arbitrator(s) shall issue the written decision as soon as reasonably possible following the conclusion of the arbitration hearing, but in any event, not later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn therefrom. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The decision of the arbitrator(s) shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with the Idaho Uniform Arbitration Act, may thereafter confirm it as a judgment.

16.4.5. Attorney Fees and Costs. In disputes where the Association is a Party and the issue involves a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, the arbitrator(s) shall award costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, to the Association if the Association is the prevailing party. If the Association is a party because of a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, and the Association does not prevail, then each party shall pay their respective

costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, as determined by the arbitrator(s) in his discretion. If the Association is not a party, then the arbitrator(s) may award costs and fees as deemed appropriate to discourage frivolous or unnecessary arbitrations.

Section 16.5. Payment of Fine, Costs or Elimination of Violation. In the event that the decision of the arbitrator(s) is in favor of the Association and an Owner must pay a fine, costs or eliminate a violation of the Development Documents, then the Owner shall comply with the order of the arbitrator(s) within ten (10) days following the issuance of the arbitration decision. If the Owner fails to voluntarily comply with the arbitration decision, then in addition to the decision, the Owner shall pay interest on any monetary award at the statutory rate set forth in Idaho Code 28-22-104(2) or any successor statute. In addition, and not in substitute for any other remedy set forth herein, a non-prevailing Owner shall pay all attorney fees and costs, when billed to the Association, related to reduction of the arbitration award to judgment, for collection of a monetary award and/or enforcement of a non-monetary award.

Section 16.6. No Effect on Other Rights. This Article shall have no effect and shall not in any manner impair the rights of the Association set forth in Article 9 or the Association's lien rights. In the event that a lien is pursued by the Association, the arbitrator(s) shall have the authority to decide matters relating thereto to the fullest extent granted by Idaho law. All other lien related matters shall be decided by the District Court for the First Judicial District of the State of Idaho.

ARTICLE 17

PROPERTY USE, MAINTENANCE AND RESTRICTIONS

Section 17.1. General Restriction. The Property will be used only for the purposes set forth in this Declaration, as permitted by the ordinances of the City of Post Falls, the laws of the State of Idaho and the United States, and as set forth in the Development Documents or any other recorded covenants affecting all or any part of the Property.

Section 17.2. Use of the Lots. Each Dwelling Unit may be used only as a single-family residence and not for any commercial purposes. Commercial uses may only be allowed if approved by the Declarant (if during the Declarant's Control Period) or the Board (if after the Declarant's Control Period), and required even if such proposed use is permitted by the City of Post Falls. Leasing of a Dwelling Unit shall not be considered a commercial purpose within the meaning of this subsection.

Section 17.3. Motorized and Recreational Vehicles. No trailers, motorized or recreational vehicles of any kind, other than passenger automobiles or pickup or utility trucks with a capacity of one tone or less, may be parked, stored or in any manner kept or placed on any portion of the Property, except in an enclosed garage (or parked behind an enclosed and fully fenced yard, provided that the Board does not find the same to constitute a nuisance or be unsightly). This restriction, however, does not prohibit commercial and construction vehicles in the ordinary course of business from making deliveries or otherwise providing services to the Property or to the Declarant or the other Owners. Only currently licensed vehicles shall be on the Property.

No snowmobiles or off-road vehicles will be allowed to operate anywhere in the Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a Lot and shall

be operated in a quiet manner and in compliance with all applicable laws and ordinances. All other starting/operating of motorcycles on the Property is strictly prohibited.

Section 17.4. Parking. No overnight on-street parking shall be allowed in the Project.

Section 17.5. Automobile Repair, Abandoned, Inoperable or Oversized Vehicles. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of the Project, except in the case of emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property. An 'abandoned or inoperable vehicle' is defined as any vehicle that has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this does not include vehicles parked by Owners while on vacation.

Section 17.6. Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board, with the following exceptions:

17.6.1. Political signs shall be allowed subject to the following restrictions:

17.6.1.1. "Political signs" shall mean fixed, ground mounted displays in support of or in opposition to a candidate for office or a ballot measure.

17.6.1.2. No more than one political sign per current candidate or ballot measure may be displayed at any given time.

17.6.1.3. No political sign may exceed five (5) square feet in size.

17.6.1.4. No political sign may be placed within the Common Areas, threaten public health or safety, violate any applicable law or ordinance, be accompanied by sound or music, or attach any other materials to the sign.

17.6.1.5. The Board may adopt additional reasonable rules regarding the time, size, place, number and manner of display of political signs.

17.6.2. Display of "For Sale" signs not exceeding five (5) square feet in size shall be allowed when a Lot is being sold.

17.6.3. This Section shall not apply to the Declarant or the Declarant's agents, lenders and contractors during the Declarant's Control Period—Declarant may post signs without limitation.

Section 17.7. Rules for Animal Control. All pets (mammals, birds, reptiles or living creatures of any kind) kept on any Lot, Common Area or Limited Common Area are subject to this provision.

17.7.1. Right of Removal. The Board may at any time require the removal of any pet that it finds unreasonably disturbs other Owners and may exercise this authority for specific pets even though other pets are permitted to remain.

17.7.2. Limit on Number of Pets. No more than three (3) domestic pets may be kept on

any Lot (excluding contained small animals, which include but are not limited to fish, birds, hamsters and gerbils). Exceptions to this limit may be considered by the Board, upon written request by an Owner, on a case-by-case basis and at the Board's sole discretion.

17.7.3. Leash. All dogs are to be kept on a leash or personally controlled by Owners when off the Owner's Lot and shall be contained when on the Owner's Lot. Dogs shall not be allowed to roam. This restriction applies to all Owners, tenants and guests.

17.7.4. Tied Pets. No pets may be tied up or left unattended outside any residence.

17.7.5. Damage by Pets. Owners are responsible for any damage to Common Areas, Limited Common Areas or other Owners' property caused by their pet or pets brought onto the Property by their guests.

17.7.6. Alterations to Common Areas. Nothing shall be altered or constructed in the Common Areas to house or accommodate pets, except portable, completely removable pet houses, the placement of which must be reviewed and approved in writing by the Board or Committee.

Section 17.8. Yards/Exterior Maintenance. Owners shall keep all yard areas on or adjacent to their Lots free from objects and debris that in any manner detract from the overall aesthetics of the Project, as determined by the Board or Committee in its sole discretion. Yards will be mowed regularly in all seasons (except when snow is present). The exterior appearance of all structures and Dwelling Unit must be adequately maintained in a minimum condition deemed appropriate by the Board or Committee to ensure the overall aesthetics of the Project and the value of the Lots are maintained.

Section 17.9. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Dwelling Unit.

Section 17.10. Window Coverings. Windows shall not be covered with any reflective material, cardboard, Visqueen or other similar material deemed inappropriate by the Board or Committee.

Section 17.11. Noise. No use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound-producing device, so as to be audible to occupants of other Dwelling Units, except for security alarm devices used exclusively for such purposes, will be permitted on any portion of the Property.

Section 17.12. Snow Removal. Snow clearance and/or removal in the Common Areas shall be the responsibility of the Association. Owners shall be responsible for clearance and removal of all snow located within their Lots, including any sidewalk area located adjacent thereto. With respect to such snow removal, Owners shall not clear or remove snow from their Lots onto sidewalks, streets, other Lots or Common Areas within the Property.

Section 17.13. Association Landscape Maintenance. Subject to the Association's assessment rights, landscape maintenance for all Common Areas (including but not limited to mowing of grass, weeding and removal of debris) is the responsibility of the Association.

Section 17.14. Compliance with Laws. Each Owner will comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations

with respect to all or any portion of the Property.

Section 17.15. Camping, Picnicking and Public Assembly. No camping or picnicking will be allowed within the Property. Public assemblies and rallies within the Property are prohibited.

Section 17.16. Nuisance. No obnoxious or offensive activity will be carried on or within the Property, nor will anything be done or permitted which would constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants. Every violation of the Development Documents is deemed a nuisance.

Section 17.17. Renting and Leasing. The Owner of any Lot will have the right to rent or lease the Lot, subject to the condition that all lease or rental agreements are in writing and meet the following requirements.

17.17.1. Tenants shall be made aware of the requirements of the Development Documents and all leases/rental agreements shall be made expressly subject to the same, and incorporated by reference therein. Any failure of a Tenant to comply with the Development Documents will constitute a default under the lease/rental agreement and the Owner hereby grants to the Board and its agents the authority to evict the tenant on the Owner's behalf for such default upon only such notice as is required by law. Should the Board bring an action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorney fees and court costs incurred by the Board. If any lease/rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the agreement and binding upon the Owner and the tenant by reason of the provisions being stated in these Development Documents. Without limiting the foregoing, the Owner shall be liable for any violation of the Development Documents committed by the Owner's tenant.

17.17.2. No lease or rental of a Lot shall be for a term less than thirty (30) days. A copy of every lease shall be delivered to the Board prior to the Lot being leased. No lease or rental of a Lot may be of less than the entire Lot except as part of the operation of a single-family residence, including but not limited to housekeepers, exchange students, nannies, family members or security.

17.17.3. During the period of time an Owner has entered into a lease/rental agreement, the Owner releases his rights to use Common Areas and Limited Common Areas to the tenant unless use of the Areas is specifically assigned to the Owner in the lease/rental agreement.

ARTICLE 18

DURATION AND AMENDMENT

Section 18.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect in perpetuity. Owners, by purchase of Lots, acknowledge their desire to protect the Property through the continuation of this Declaration.

Section 18.2. Amendments to Declaration. This Declaration may be amended at any time by the Declarant during the Declarant Control Period. Upon cessation of the same, this Declaration may be amended by a written instrument recognizing the affirmative approval of such amendment by not less

than two-thirds (2/3) vote of the Members entitled to vote on such matter. However, no such modification shall in any way affect ownership of the Common Areas remaining with the Association, along with its responsibility for the maintenance thereof.

ARTICLE 19

DECLARANT'S SPECIAL PROVISIONS

Section 19.1. Limitation of Restriction. The Declarant is undertaking the work of developing the Project. The completion of the work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a thriving residential development. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

19.1.1. Prevent the Declarant, its contractors or subcontractors from doing whatever is reasonably necessary or advisable on the Project or any Lot in connection with the completion of the Project;

19.1.2. Prevent the Declarant or its representatives from erecting, constructing and/or maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for conducting its business of completing said work, establishing said Project as a community and disposing of Lots by sale, lease or otherwise;

19.1.3. Prevent the Declarant from conducting on any part or parts of the Project its business of completing the work, establishing a plan of ownership and disposing of said Lots by sale, lease or otherwise; or

19.1.4. Prevent the Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof.

So long as the Declarant owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, the Declarant shall be subject to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require the Declarant to fulfill all of the requirements of this Declaration on the Declarant's Lot or Lots, where said Lot or Lots are without buildings and/or are being held for sale or lease. If the Declarant develops and constructs a building on a Lot for the Declarant's own use rather than for lease or sale, then the Lot will become subject to all provisions of this Declaration.

Section 19.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this Declaration or by its continuing participation directly or indirectly in or on the Board, warrant or guarantee enforcement and/or the binding effect of this Declaration nor does the Declarant warrant that all of the Owners' uses of the Property are in compliance with this Declaration. Each purchaser of and/or Designated Successor to the Property does hereby agree to accept all responsibility individually for enforcement of the terms of the Development Documents and to release the Declarant from any liability that might result from not enforcing the Development Documents, including structures and uses that might not conform to the terms of the Development Documents.

Section 19.3. Release and Indemnification of Declarant. The Declarant has created Common Areas for the use of the Owners to be managed by the Association consistent with the Declarant's

transfer of the Declarant's interest in the Common Areas. The Association agrees to hold the Declarant harmless from any liability related to the Common Areas. Furthermore, the Association agrees to indemnify the Declarant from any and all loss and costs related to the Common Areas.

ARTICLE 20

ADDITIONS TO DECLARATION

Section 20.1. Annexation of Phases of Project. Phases may be annexed into the Project and become subject to this Declaration by either of the following methods:

20.1.1. Unilateral Annexation. The Declarant may annex any real estate adjacent to the Property. Such annexed property shall become a part of the Project, subject to the terms of the Development Documents, and subject to the jurisdiction of the Association, without the consent of the Association, so long as:

20.1.1.1. Any annexation pursuant to this subsection is made within thirty (30) years from the date of recordation of this Declaration; and

20.1.1.2. A Declaration of Annexation is recorded prior to any sales to a member of the general public of any Lot in the area to be annexed. The Declaration of Annexation shall include the legal description of the property to be annexed, shall incorporate this Declaration by reference and may contain such additions and/or modifications to this Declaration as may be necessary to reflect the different character, if any, of the annexed property.

20.1.2. Annexation by Approval. Upon the approving vote or written assent of the Declarant (while the Declarant owns any Lot in the Project) and a two-thirds (2/3) affirmative vote of the Members other than the Declarant, an owner of property outside of the Project who desires to add it to the scheme of the terms of the Development Documents and to subject it to the jurisdiction of the Association may record a Declaration of Annexation in the manner described in the preceding subsection and thereby subject said property to the terms of the Development Documents.

ARTICLE 21

EASEMENTS

Section 21.1. Easement Specifically Reserved by Declarant. In addition to any easements reserved on the Plat, the Declarant reserves an access easement over, upon, across, under and through the Common Areas, including Limited Common Areas (if any), and facilities of the Project for the purpose of completing any Improvements, exhibiting and preparing Lots for sale and for the purpose of developing any contiguous land owned by the Declarant.

Section 21.2. Power of Association to Grant Easements. The Association shall have the right to grant easements over, upon, across, under or through any portion of the Common Areas, including Limited Common Areas, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

ARTICLE 22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 20

MISCELLANEOUS PROVISIONS

Section 22.1. Constructive Notice and Acceptance. Upon recording of this Declaration, every Person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has conclusively consented and agreed to every covenant, condition and restriction contained in the Development Documents. This conclusive acceptance shall occur regardless of whether or not any reference to the Development Documents is contained in the instrument by which such person acquired an interest in the Property.

Section 22.2. Agreement or Conveyance in Violation of Declaration. Any deed, lease, agreement, conveyance, contract or other instrument or action in violation of the terms of the Development Documents shall be void and may be set aside by the Declarant or the Association.

Section 22.3. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

Section 22.4. Entire Covenant. The Development Documents are the entirety of the covenants, conditions and restrictions affecting the Project. There are no other verbal or other agreements or matters that vary the terms of the Development Documents. The Development Documents shall not be altered except as specified in the Development Documents and in accordance with Idaho law.

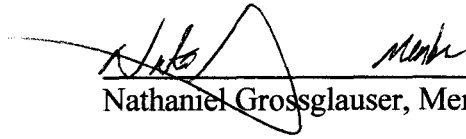
Section 22.5. Interpretation. The Development Documents shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant and the Association. Definitions found in this document shall guide all interpretations. Any court or jurisdiction that should be called upon to interpret the Development Documents shall give weight to the Board's interpretations of the same terms and conditions in order to encourage consistency within the Project.

Section 22.6. Conflict Among Development Documents. If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given (in order of priority) to any recorded Declaration of Annexation, Articles of Incorporation, Bylaws and lastly, the Rules and Regulations.

Section 22.7. Consistency with Federal Housing Authority and Secondary Market Restrictions. This Declaration is intended to be consistent with federal and state laws and regulations as required for the lending of money for homes and for the sale of Mortgages of such homes in the secondary market. In the event of any conflict between the Development Documents and federal or state regulations or guidelines, then the Declarant may unilaterally, during Declarant's Control Period and at its sole option, amend the conflicting provision(s) in order to eliminate the conflict.

Dated this 8th day of September, 2020.

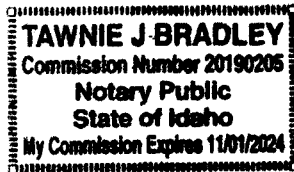
"Declarant"
AMERICAN CREW BUILDERS, LLC


Nathaniel Grossglauser, Member

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 8 day of September, 2020, before me personally appeared Nathaniel Grossglauser, a Member of American Crew Builders, LLC, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he voluntarily executed the same on behalf of American Crew Builders, LLC.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.




NOTARY PUBLIC for the State of Idaho
Residing at CIDA, ID
Commission Expires 11-1-24

EXHIBIT "A"

The following real property is subject to the foregoing Declaration of Covenants, Conditions and Restrictions for Gabrio Estates:

[LEGAL DESCRIPTION]

EXHIBIT A

Gabrio Estates

LEGAL DESCRITPION

The North half of Tract's 95 and 96, together as one parcel, of the "Plat #5, Green Acres Irrigation District", recorded in Book 'B' of Plats at Page 70, records of Kootenai County, located in the Southeast Quarter of Section 32, T51N, R5W, B.M., Kootenai County, Idaho, described as follows:

Commencing at the East Quarter Corner of said Section;

Thence, along the easterly line of said section S 0°33'55" W, 658.98 feet;

Thence leaving said easterly line , N 89°26'05" W 25.00 feet to the Northeast corner of said Tract 96;

Thence along the northerly line of said Tract 96, N 88°18'11" W, 30.01 to the **Point of Beginning**:

Thence South 0°33'55" West, 319.75 feet;

Thence North 88°19'03" West, 605.79 feet westerly line of Tract 95 of said Plat;

Thence along said westerly line North 0°35'34" East, 319.90 feet to the northwest corner of said Tract;

Thence along said northerly line South 88°18'11" East, 605.64 feet to the **Point of Beginning**.

Containing 193,686 square feet 4.446 Acres, more or less.

Jon Manley

From: Field Herrington
Sent: Tuesday, January 7, 2025 8:50 AM
To: Jon Manley
Cc: Rhiannon O Neill
Subject: FW: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-24-2)

Jon, can you make sure the email from Ms. Johnson makes it into the record for ZC-24-2 even though it was not properly submitted?

Field K. Herrington

City Attorney – Legal Services Director

fherrington@postfalls.gov

Phone: (208) 773-0215

Fax: (208) 773-0214



From: Joe Malloy <jmalloy@postfalls.gov>
Sent: Tuesday, January 7, 2025 8:24 AM
To: Rhiannon O Neill <roneill@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>
Subject: Fw: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-24-2)

Forwarding to you for inclusion in the record, and to declare this ex parte communication. I responded only to say that I have forwarded the email to the Clerk for inclusion in the record, and her thoughts will be considered during deliberation. Thanks!

From: Stephanie J. <steph.ilene.johnson@gmail.com>
Sent: Monday, January 6, 2025 10:11 AM
To: Joe Malloy <jmalloy@postfalls.gov>
Subject: Protecting Gabrio Estates: Concerns About Rezoning Proposal (ZC-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.

Dear Councilman Malloy,

Blessings in the New Year and thank you for your dedicated service to our community. I'm reaching out as a resident of Gabrio Estates to share my concerns about the proposal (ZC-24-2) to rezone a portion of our small subdivision from an R-1 zone to an R-2 zone allowing for multi-family homes in our neighborhood. Gabrio Estates was designed as a peaceful, family-friendly community of single-family homes, and this proposal could really change the feel of our neighborhood. It might lead to overcrowding, more traffic, and possibly even lower property values. Many of us moved here because of its quiet, welcoming vibe, and we'd appreciate your support in keeping it that way.

When Gabrio Estates was established, the recorded and filed HOA CC&Rs explicitly prohibited multi-family dwellings to maintain a stable and family-oriented community. However, the HOA is currently controlled solely by the developer Nate Grosslgauser and his wife, and as non-voting members, residents have no say in decisions that directly impact our community. This setup allows Nate to make changes to the CC&Rs and by-laws without input, which feels unfair and lacks transparency. On top of that, our HOA dues have gone up multiple times without us having any say, leading many of us to seek legal advice. I am currently working with legal counsel to explore what claims I might have regarding the HOA structure, CC&Rs and by-laws. While we know the city doesn't oversee HOA CC&Rs, you *do* have a say in zoning decisions, and we're asking you to think about how rezoning could affect our community.

Allowing duplexes in Gabrio Estates could set a troubling precedent. It might encourage similar changes in other single-family neighborhoods, potentially undermining trust in the city to honor existing zoning rules. Duplexes would also bring more people, cars, and noise to a neighborhood designed for low-density living. Plus, having more renters come and go might disrupt the close-knit, family-friendly feel that makes this place so special. It seems like this proposal prioritizes the developer's profits over what's best for the community in the long run.

We've also had ongoing challenges with the developer that make us wary of this proposal. For instance, it took years of pushing to get basic issues like blocked sidewalks cleared up. There's also been little transparency about how our HOA dues are being used. Experiences like these make it hard to trust that these changes would actually benefit the neighborhood.

We're asking the City Council to reject this rezoning proposal and help us protect the character and integrity of Gabrio Estates. Many of us plan to attend the upcoming council meeting on February 4th to share our concerns in person. Thank you so much for your time and for considering this important issue.

Best regards,

Stephanie Johnson

2599 Okanogan Ave

Post Falls

On behalf of Gabrio Estates Homeowners:

Greg Johnson 2599 Okanogan Ave

Jerry and Kendra Greenwood, 2544 Okanogan Ave

Aarin and Melissa Morris, 2598 Okanogan Ave

Karlynn Funk, 2580 Okanogan Ave

Brad and Leanne Carlson, 2508 Okanogan Ave

Jarad and Morgan Bell, 2526 Okanogan Ave

Michele Peraltos, 2490 Okanogan Ave

Paul and Kelly Orris, 2509 Okanogan Ave

Michele Peratos
2492 W. Okanogan Ave.
Post Falls, ID 83854

January 27, 2025

City of Post Falls Planning Division,

I am writing to express my strong opposition to the proposed rezoning of lots 8, 9 and 10 in Gabrio Estates to allow medium density residential homes vs. single family residential homes as it is now. As a resident of Gabrio Estates located at 2492 W. Okanogan Ave, I am deeply concerned about the negative impact this change would have on the character, integrity, and property values of our neighborhood.

Our neighborhood was originally developed as an upscale, single-family home community, governed by Covenants, Conditions, and Restrictions (CC&Rs) that specifically limit construction to single-family residences. I have attached these for you to look over. These rules were put in place to preserve the aesthetic cohesion and high standards that attracted residents to this neighborhood. Rezoning the remaining lots for multi-residence properties would undermine these protections and erode the vision on which this neighborhood was founded.

Allowing duplexes in a neighborhood designed for single-family homes is likely to diminish property values. Studies and market trends consistently show that introducing multi-residence properties into single-family neighborhoods can lead to reduced home valuations, as the exclusivity and appeal of the community are compromised. For homeowners like myself, this poses a significant concern regarding our investments and long-term financial security.

Additionally, rezoning would fundamentally alter the character of the neighborhood. Our community was carefully planned to offer a cohesive and tranquil environment with homes designed for families. The addition of duplexes would increase population density, strain infrastructure, and potentially lead to issues such as increased traffic, parking challenges, and overburdened utilities all of which would detract from the quality of life for existing residents.

Rezoning to allow duplexes or medium density residential homes would also set a concerning precedent, opening the door to future deviations from the original intent of the community. This could further destabilize the unique character of our neighborhood and result in long-term consequences that are difficult to reverse.

I respectfully urge the Post Falls planning division to consider the broader implications of this decision and to uphold the existing zoning and CC&Rs that have defined our neighborhood's identity and appeal. I trust that the planning division will act in the best interest of preserving the integrity of our community.

I have attached some photos of our neighborhood. You will be able to see how this would negatively impact the value of our homes. I moved here from Sandpoint with my two children. I simply cannot afford to sell my home and move nor do I want to. They are established in their schools and made a network of friends. We really love where we live. Even if I decided to sell and move this would bring down the value of my home now and in the future. I would most likely lose money on my huge investment.

I would have never bought my home if this neighborhood was zoned for anything other than single family residences. I felt safe buying my home in this upscale neighborhood because it was strictly single family homes and has strict CC&R's.

I would also like to add that the builder and owner of those lots has been incredibly hard to deal with. He lets the weeds grow taller than me. The lots have garbage and huge mounds of dirt on them. He refuses to disclose any documents regarding our home owner's association bills and the money in our account. It appears that he has been fraudulently using our funds. Before I moved here some of the home owners contacted an attorney for help. They did not specialize in any of this so nothing came of it. Now, some other home owners are getting advice from another attorney. I will most likely need to take it to law enforcement. I have been battling cancer so I have not been able to dig into what has been going on but it is highly suspicious and not right. I was on my old home owner's association's board for two years and none of what he is doing is correct or ok.

Thank you for your time and attention to this matter. Please do not hesitate to reach out if you require additional information or input from residents.

Sincerely,

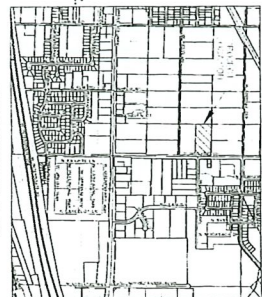
Michele Peratos

(208)290-5447

GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK L, PAGE 494
INST. # 2071 REC-100



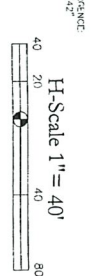
LEGEND

- FOUND MONUMENT AS NOTED
- SET "X" 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC. PLS. 8249 OR SET
- ▲ BRILL & BODY MISC. NAIL W/ WASHERS STAMPED PLS. 8249
- SECTION X CORNER AS NOTED
- SECTION CORNER AS NOTED
- PROPERTY BOUNDARY
- RIGHT OF WAY
- SIDEWALK, DRAINAGE & UTILITY EASEMENT (10' OR 15' AS NOTED)

VICINITY MAP

NOT TO SCALE

NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO MONUMENT AND SHOW THE SUBDIVISION OF THAT PROPERTY DESCRIBED IN THIS PLAT.



GPS DATA

- GPS GRID DATA IS PER IDAHO STATE PLANE, WEST ZONE, NAD 83 (2011).
- INSTRUMENT USED: JAVAD TRIUMPH IV & JAVAD TRIUMPH LS
- GPS BASE STATIONS USED: DATE 01-03-2009
UNSTORMED LATN 46 22 23.424 LONGW 117 00 08.246 DIST(149876.0)
UNSTORMED LATN 46 03 03.823 LONGW 116 57 14.882 DIST(135522.0)
UNSTORMED LATN 46 47 52.289 LONGW 116 58 45.802 DIST(102860.9)
UNSTORMED LATN 46 47 52.289 LONGW 116 58 45.802 DIST(102860.9)
- DISTANCES SHOWN HEREIN ARE PER GROUND DISTANCES TO CONVERT TO PER GRID, MULTIPLY BY 0.999993257.

609 N. Canyon Court, Suite 7,
Post Falls, Idaho 83854
Phone: (208) 777-2128
Fax: (208) 777-2128
www.solutions-pro.com

SOLUTIONS
Advanced Surveying and Mapping Solutions

PLAT OF GABRIO ESTATES
POST FALLS, KOOTENAI COUNTY, IDAHO

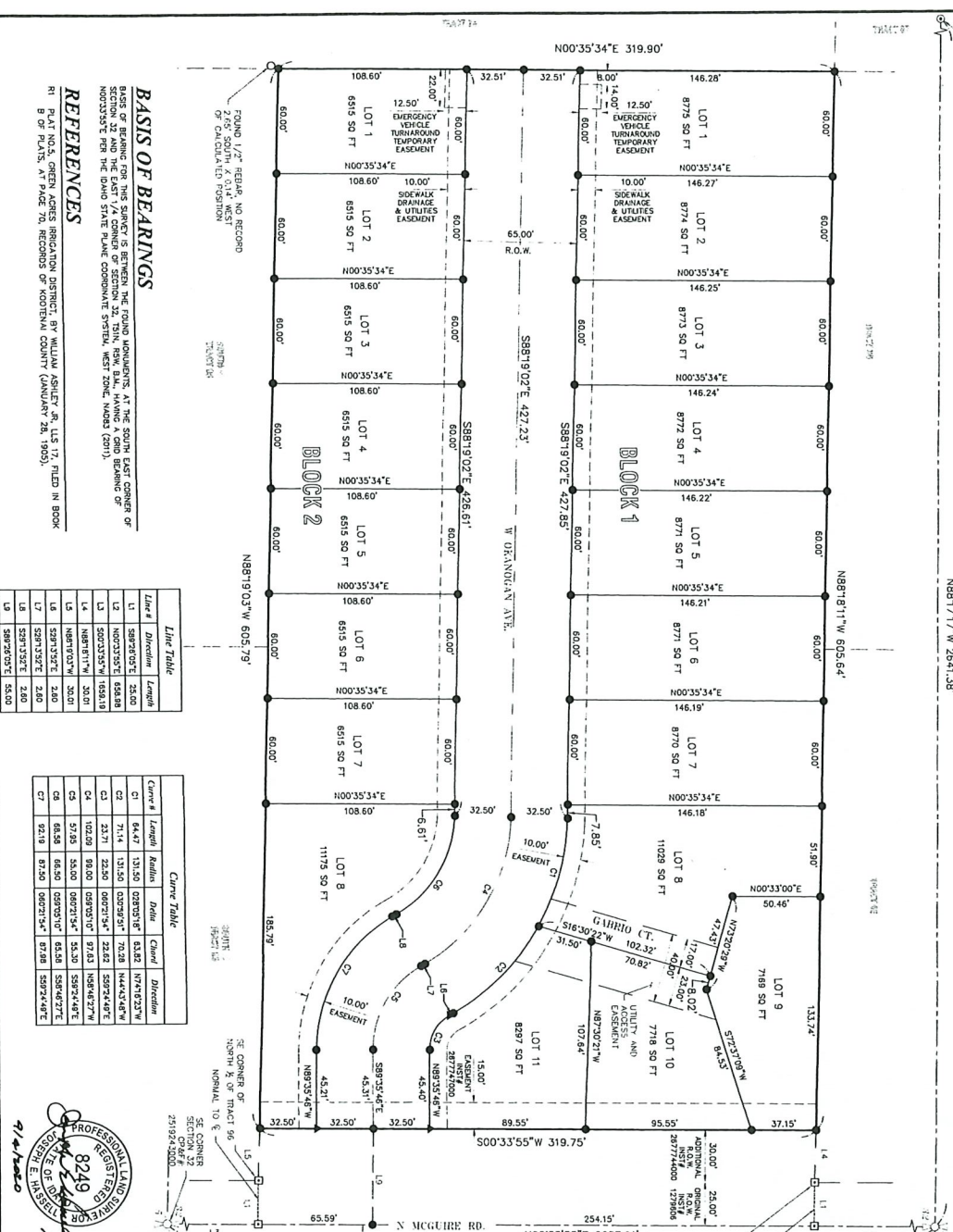
DRAWN BY: JAL DATE: 06-19-19 DWG NAME: 19-020-PLATGAB
CHECKED BY: BAC SCALE: 1" = 40' PROJ. #: 19-020 SHEET: 1 of 2

BASIS OF BEARINGS
BASIS OF BEARING FOR THIS PLAT IS THE TRUE NORTH, AT THE SOUTH EAST CORNER OF SECTION 32, T51N, R5W, B.M., HAVING A GRID BEARING OF N00°33'55"E PER THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011).

REFERENCES
PLAT 105, GREEN ACRES IRRIGATION DISTRICT BY WILLIAM ASHLEY, JR., L.S. 17, FILED IN BOOK R OF PLATS, AT PAGE 70, RECORDS OF KOOTENAI COUNTY (JANUARY 28, 1905).

Line #	Direction	Length
L1	S89°28'05"E	25.60
L2	N00°33'55"E	65.88
L3	S00°33'55"W	165.19
L4	N88°19'17"W	20.01
L5	N88°19'37"W	2.60
L6	S89°13'07"E	2.60
L7	S89°13'07"E	2.60
L8	S89°28'05"E	25.60

Curve #	Length	Radius	Delta	Chord	Bearing
C1	64.47	131.50	028°03'10"	63.82	N74°18'23"W
C2	71.14	131.50	020°39'34"	70.28	N44°43'46"E
C3	23.71	22.50	060°19'34"	22.62	S09°14'49"E
C4	102.09	50.00	050°03'10"	97.63	N58°42'27"W
C5	57.93	50.00	060°19'34"	58.20	S59°42'46"E
C6	68.50	68.50	050°03'10"	65.20	S59°42'27"E
C7	92.19	87.20	060°19'34"	97.89	S59°42'46"E



GABRIO ESTATES

THE NORTH 1/2 OF TRACTS 95 & 96 GREENACRES IRRIGATION DISTRICT PLAT NO. 5, IN THE
SE 1/4 OF SECTION 32, T51N, R5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

OWNER CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT AMERICAN CREW BUILDERS LLC, A LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN AND HAVE REPAIRED THE LAND WITHIN TO BE KNOWN AS "GABRIO ESTATES", A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTH HALF OF TRACTS 95 & 96 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 5, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 8 OF PLATS AT PAGE 70, RECORDS OF KOOTENAI COUNTY, IDAHO

EXCEPT THEREFOR THOSE PORTIONS COVERED INTO THE CITY OF POST FALLS, IN DOCUMENTS RECORDED JANUARY 17, 2019 AS INSTRUMENT NO. 287774400, RECORDS OF KOOTENAI COUNTY, IDAHO.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION;
THENCE, ALONG THE EASTERLY LINE OF SAID SECTION S 03°35' W, 658.88 FEET;
THENCE LEAVING SAID EASTERLY LINE, N 89°26'05" W 25.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 96;
THENCE ALONG THE NORTHERLY LINE OF SAID TRACT 96, N 89°15'11" W, 30.01 TO THE POINT OF BEGINNING;
THENCE SOUTH 03°35' WEST, 319.25 FEET;
THENCE NORTH 89°19'03" WEST, 605.79 FEET WESTERLY LINE OF TRACT 95 OF SAID PLAT;
THENCE ALONG SAID WESTERLY LINE NORTH 03°34' EAST, 319.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT;
THENCE ALONG SAID NORTHERLY LINE SOUTH 89°15'11" EAST, 605.64 FEET TO THE POINT OF BEGINNING,
CONTAINING 193,686 SQUARE FEET 4.46 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT,

DOMESTIC WATER TO BE PROVIDED BY EAST GREENACRES IRRIGATION DISTRICT;
SANITARY SEWAGE DISPOSAL, TO BE PROVIDED BY THE CITY OF POST FALLS.

THE OWNER HEREBY DEDICATES ALL RIGHT-OF-WAY FOR OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES A 10' SIDEWALK, DRAINAGE, & UTILITY EASEMENT ALONG EACH SIDE OF OKANOGAN AVENUE AS SHOWN HEREON TO THE PUBLIC, IN THE NAME OF THE CITY OF POST FALLS, FOREVER.

THE OWNER HEREBY DEDICATES ACCESS AND UTILITY EASEMENT FOR GABRIO COURT AS SHOWN HEREON TO THE ADJOINING PARCELS, (BLOCK 1, LOTS 8, 9, & 10) POST FALLS, IDAHO.

THESE SHALL BE NO DIRECT ACCESS FROM RESIDENTIAL LOTS ONTO OKANOGAN AVENUE AS PERMITTED FOR EMERGENCIES ONLY.

LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE COAR'S RECORDED UNDER INSTRUMENT NUMBER 2778, 5108, 000.

MAINTENANCE OF COMMON RIGHTS-OF-WAY ALONG OKANOGAN AVENUE, STREET TREES, SHAKES, AND SNOW REMOVAL FROM ANY SIDEWALKS OR TRAILS WILL BE THE OBLIGATION OF THE HOME OWNERS ASSOCIATION, PER THE ABOVE MENTIONED COAR'S.

THE OWNER HEREBY DEDICATES A TEMPORARY EMERGENCY VEHICLE TURNAROUND EASEMENT ACROSS PORTIONS OF BLOCK 1, LOT 1 & BLOCK 2, LOT 1 THAT WILL TERMINATE ONCE FUTURE CONSTRUCTION REQUIRES EXTENSION OF W. OKANOGAN AVENUE AS SHOWN ON PAGE OF PLAT.

MANUEL J. GROSSAUSER / MANAGING MEMBER
DATE 9/16/2020

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGMENT

STATE OF Idaho
COUNTY OF Kootenai } SS

ON THIS 14th DAY OF September, IN THE YEAR 2020, BEFORE ME, Kathleen M. Christensen, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT, KNOWN OR IDENTIFIED TO ME, TO BE THE MANAGER OR A MEMBER OF THE LIMITED LIABILITY COMPANY, KNOWN OR IDENTIFIED TO ME, AS THE INSTRUMENT OR BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Manuel J. Grossauser
NOTARY PUBLIC FOR STATE OF Idaho
RESIDING AT Post Falls
COMMISSION EXPIRES July 1st, 2023



COUNTY RECORDER

THIS PLAT WAS FILED IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, STATE OF IDAHO, AT THE REQUEST OF THE SUBMITTERS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT COMES UP TO THE RECORDS OF THE COUNTY RECORDER, KOOTENAI COUNTY, IDAHO, AS INSTRUMENT NUMBER 277581200 ON THE 14th DAY OF September, 2020.

BY DEPUTY Debbie Bader 1100
FOR THE RECORDER, CLERK

* Locality of American Crew Builders LLC

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH September 2019 1100

DATED THIS 16th DAY OF September, 2020.

Sharon Bader
KOOTENAI COUNTY TREASURER, Deputy Treasurer

PANHANDLE HEALTH DISTRICT

CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS ARE REQUIRED BY IDAHO CODE, TITLE 30, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AND A QUALIFIED LICENSED PROFESSIONAL ENGINEER (LPE) REPRESENTING THE CITY OF POST FALLS APPROVAL OF THE DESIGN PLANS AND THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE DETECTED BY VISUAL INSPECTION, CONSTRUCTION OF THESE FACILITIES, EITHER BEFORE OR AFTER THE DESIGN PLANS HAVE BEEN CONSTRUCTED, MAY BE REQUIRED IN ACCORDANCE WITH SECTION 30-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR STRUCTURE REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

HEALTH DISTRICT SIGNATURE Anna Dwyer

CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT DATED THIS 14th DAY OF September, 2020.

William F. Melton, PE
WILLIAM F. MELTON, PE B203, CITY OF POST FALLS, ENGINEER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF POST FALLS, IDAHO ON THE 16th DAY OF September, 2020.

Ronald C. Jackson
RONALD C. JACKSON, CITY OF POST FALLS, MAYOR

Shannon Howard
SHANNON HOWARD, POST FALLS CITY CLERK

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 14th DAY OF September, 2020

KOOTENAI COUNTY SURVEYOR 12463
12463
ROBERT E. JAMES

SURVEYOR'S CERTIFICATE

I, JOSEPH HASSLER, PLS. 8249, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS 9/14/2020

Joseph Hassler
JOSEPH E. HASSLER, PLS. 8249

609 N. Colburn Court, Suite 7,
Post Falls, Idaho 83854
PAXXIDIST@GMAIL.COM
WWW.ABCDESIGN.COM

PLAT OF GABRIO ESTATES
POST FALLS, KOOTENAI COUNTY, IDAHO

DRAWN BY: JAH DATE: 06-19-19 DMC NAME: 19-000-29-ALING
CHECKED BY: RAG SCALE: 1" = 40' PMS: 19-000-29-ALING SHEET 2 of 2

JIM BRANNON 24 P 2778468000
KOOTENAI COUNTY RECORDER
DAP Date 09/21/2020 10:14 AM
REQ OF ACE SOLUTIONS LLC

RECORDING FEE: \$79.00

SC



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GABRIO ESTATES
Post Falls, Idaho
Records of Kootenai County

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GABRIO ESTATES

The undersigned, American Crew Builders, LLC (hereinafter referred to as the "Declarant"), an Idaho limited liability company, is the current Owner, in fee, of the real property located in Kootenai County, Idaho, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"). The Declarant hereby adopts the following Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration" or "CC&Rs") for Gabrio Estates and its additions (hereinafter referred to as the "Project" located at the Property), and declares that the following shall apply to each and every subdivision of the Property or additions annexed hereunder and to any interest in the Property. This Declaration shall run with the land and shall bind the successors-in-interest, purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property until the Declaration is terminated.

This Declaration is intended to regulate the development and use of the Project for the mutual benefit of future owners and occupants. The Project consists of a residential subdivision and associated Common Area, together with any expansion thereto made pursuant to this Declaration. The Declarant has attempted to draft this Declaration consistent with the ordinances of the City of Post Falls

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 2

(hereinafter referred to as the "Governing Agency"). Where inconsistent, the most restrictive regulations in this Declaration or the ordinances and regulations of the Governing Agency shall apply. THIS DOCUMENT DOES NOT AND CANNOT ALTER THE LAW OF THE GOVERNING AGENCY.

ARTICLE 1

DEFINITIONS

Section 1.1. **Words Defined.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply:

Section 1.1.1. **"Annual Meeting"** shall mean the annual meeting of the Members of the Association authorized under this Declaration.

Section 1.1.2. **"Articles"** shall mean the Articles of Incorporation of the Association and any amendments thereto, which by this reference are incorporated herein.

Section 1.1.3. **"Association"** shall mean GABRIO ESTATES HOMEOWNERS ASSOCIATION, INC., the Idaho nonprofit corporation whose Members are the Owners as described in this Declaration.

Section 1.1.4. **"Board"** or **"Board of Directors"** shall mean the Board of Directors of the Association, as elected or appointed in accordance with the Bylaws.

Section 1.1.5. **"Bylaws"** shall mean the Bylaws of the Association, which by this reference are incorporated herein.

Section 1.1.6. **"Common Areas"** shall mean parcels of the Property and facilities which, according to the Plat or ownership, are established for shared use of the Owners, including the private road known as "Gabrio Court" and a ten (10) foot multiuse pathway, as the same are illustrated on the Plat. Common Areas are maintained by and at the expense of the Association.

Section 1.1.7. **"Declarant"** shall mean American Crew Builders, LLC and its representatives, successors and assigns.

Section 1.1.8. **"Declarant's Control Period"** shall mean that period of time wherein the Declarant maintains Class "B" Membership and thereby controls all votes of the Association as more specifically outlined in the Articles.

Section 1.1.9. **"Designated Successor"** shall be the Person(s) specifically designated through written agreement with the Declarant to assume all rights, responsibilities and obligations of the Declarant set forth in the CC&Rs.

Section 1.1.10. **"Declaration"** or **"Covenants, Conditions and Restrictions"** or **"CC&Rs"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended.

Section 1.1.11. **"Development Documents"** shall mean the Declaration, Articles, Bylaws and Rules and Regulations as may be lawfully amended from time to time.

Section 1.1.12. **"First Mortgage"** shall mean a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon.

Section 1.1.13. **"First Mortgagee"** shall mean the holder of a First Mortgage.

Section 1.1.14. **"Governing Agency"** shall mean the City of Post Falls, Kootenai County, Idaho.

Section 1.1.15. **"Improvement"** shall mean the buildings, roads, driveways, parking areas, fences, walls, rocks, hedges, plantings, planted trees and shrubs, and all other structures or landscaping improvements of every type and kind that are located on the Property.

Section 1.1.16. **"Limited Common Areas"** to the extent that the same may exist, shall mean those Common Areas and facilities which are designated in the Plat or may be designated in future plats or annexations to this Declaration for use of a certain Owner or Owners to the exclusion, limitation or restriction of others.

Section 1.1.17. **"Lot"** shall mean a platted and subdivided parcel of real property located in the Project, excepting any lot or tract owned by the Association.

Section 1.1.18. **"Member(s)"** shall mean Owners.

Section 1.1.19. **"Mortgage"** shall mean a recorded mortgage, deed of trust or other security instrument by which a Lot in the Project is encumbered.

Section 1.1.20. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot in the Project created by a Mortgage.

Section 1.1.21. **"Owner"** shall mean the legal Owner of a Lot in the Project. Where a real estate contract for the sale of a Lot has been executed, the contract purchaser, and not the contract seller, shall be deemed to be the Owner for the purposes of this Declaration.

Section 1.1.22. **"Person"** shall mean an individual, corporation, partnership, association, trustee or other legal entity.

Section 1.1.23. **"Plat"** shall mean the plat of survey of the Property and of all Lots included within the Property, which has been recorded in the records of Kootenai County in Book L of Plats, Pages 494, 494A, and all amendments thereto, together with any plats of real property subsequently annexed pursuant to this Declaration.

Section 1.1.24. **"Project"** shall mean the Property and all related Improvements, together with any future annexed properties, that are part of the residential subdivision commonly referred to as Gabrio Estates.

Section 1.1.25. **"Property"** shall mean the land and the buildings and all improvements

and structures now or hereafter placed on the land described in Exhibit "A," together with any future real estate annexed hereunder in accordance with the terms of this Declaration, which are subject to the terms and conditions of the Development Documents. Exhibit "A" is attached hereto and incorporated herein by reference.

Section 1.1.26. **"Rules and Regulations"** shall mean those operating procedures and use controls which may be adopted by the Board consistent with this Declaration, which by this reference are hereby incorporated herein.

Section 1.1.27. **"Survey Map and Plans"** shall mean the survey map or Plat and the plans recorded with respect to the Property and any amendments, corrections and addenda thereto that are subsequently recorded.

Section 1.2. Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably. The above definitions shall apply to words in text whether capitalized or uncapitalized, unless the context of their use makes the definitions clearly not applicable. All other words shall be given their common and simple meaning consistent with the context of their use.

ARTICLE 2

DESCRIPTION OF LAND

The land restricted and protected by this Declaration shall be all real estate and Improvements located on the Property described in Exhibit "A" attached hereto and any land properly annexed hereunder.

ARTICLE 3

DESCRIPTION OF BUILDINGS

Section 3.1. Minimum Standards for Single-Family Residential Structure. One single-family residential structure may be set upon each Lot, designed and intended for use and occupancy as a residency by a single family and shall include the underlying Lot (a "Dwelling Unit"). Every Dwelling Unit is subject to the approval of the Board as outlined below and shall meet the following minimum standards:

3.1.1. All building materials must be approved by the Board.

3.1.2. All Dwelling Units shall be constructed with shingle or tile roofing material expected to have a useful life of at least thirty (30) years, or a roofing material of comparable quality as determined by the Board of Directors or the Committee (as defined in Section 4.2 below). Composition roofing shall be of the laminated multi-ply variety with contracting or other distinctive tab lines.

3.1.3. The finished floor space of any single-level Dwelling Unit shall be no less than 1400 square feet, and the finished floor space of any multi-level Dwelling Unit shall be no less than 1800 square feet.

3.1.4. Garages to accommodate two (2) automobiles shall be incorporated in or made a part of each Dwelling Unit. Garages for more than three (3) cars shall only be allowed if proportionate to the Dwelling Unit and Lot as determined by the Board. The Board is authorized to allow detached garages and auxiliary use buildings (including detached shops and structures designed for recreational vehicle storage), provided that these buildings match the exterior of the Dwelling Unit in both material and exterior appearance, which in the opinion of the Board would not be detrimental to the neighborhood or be inconsistent with the overall aesthetics of the Project or objectives of these covenants.

3.1.4.1. In addition to any other requirements imposed by the Board, shops must match the color of the Dwelling Unit located on the Lot.

3.1.5. No Dwelling Unit, building or other structure shall be moved onto any Lot; new construction is required. No tent, trailer, mobile home, boat or other vehicle or structure shall be used or allowed for human habitation on a temporary or permanent basis on any Lot or anywhere in the Project at any time.

3.1.6. All fencing shall be six (6) feet in height and made of white vinyl material. No fence shall be erected or placed on any Lot nearer to any street than the minimum building setback line, or the actual building setback line, whichever is further from the street.

3.1.7. All new construction shall be completed within six (6) months from the commencement thereof, and all side and front yards, including the portion of the right-of-way between the curb and the front Lot line, shall be landscaped and completed within six (6) months from the date of completion of the Dwelling Unit, or occupancy thereof, whichever is first, except in the event of delay caused by weather conditions. As part of construction of each Dwelling Unit, and within one hundred twenty (120) days of the paving of the driveway, the

Owner shall landscape, including the installation of an automatic sprinkler system, the front and side yards of the Lot upon which the Dwelling Unit is located. Said landscaping shall include the planting and cultivation of trees (of the types approved and in the amount required by the Board and the City of Post Falls) in the grassy swale in the front yard of the Lot.

All landscaping shall be maintained in an orderly and sightly manner, including the area between the Lot lines and curb. Owners shall plant and maintain grass in the grassy swale storm drain area between the sidewalk and curb of their Lot. Owners shall not allow any structures, filling, change in grade or other blockage or obstruction of said drainage area.

3.1.8. No satellite dish or broadcast transmission antenna shall be permitted on any Lot, except when located in the rear yard where it cannot cast a shadow on adjoining Lots.

3.1.9. All public and private utility lines shall be located underground.

The Board may modify these standards with respect to the plans and specifications for any particular Lot or Dwelling Unit if the strict application of the standards would create an unreasonable hardship on the Owner or would create a result inconsistent with the appearance or uses of the Lots and Dwelling Units in the vicinity.

ARTICLE 4

ARCHITECTURAL CONTROL / RULES AND REGULATIONS

Section 4.1. Board as the Architectural Control Committee. No Dwelling Unit, building, fence, addition, wall or other structure shall be commenced, erected or maintained on a Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Directors, who will ensure compliance with regard to the quality of materials, harmony of external design and location in relation to the surrounding structures and topography. The Board is authorized to create further Rules and Regulations to address the process of said review.

4.1.1. If any structure of any kind shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, other than in accordance with plans and specifications approved by the Board, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the Development Documents and without the approval required herein. Upon written notice from the Board, any such structure maintained on a Lot in violation hereof, shall be removed or modified, and any such use shall be terminated, to extinguish such violation. If within fifteen (15) days after the notice of violation the Owner of the Lot upon which such violation exists shall have failed to remedy the violation or taken sufficient steps (as determined by the Board) toward the removal or termination of the same, the Association shall have the right, through its agents and/or employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation. The cost thereof shall be a binding, personal obligation of such Owner, as well as a lien upon the Lot in question.

Section 4.2. Architectural Control Committee or Administrator. The Board, at its option, may appoint a committee to be known as the Architectural Control Committee (the "Committee") to complete the review process outlined in Section 4.1 above. The Committee, when duly appointed, may

also be delegated by the Board with the authority to enforce the Rules and Regulations. The Committee shall consist of no more than five (5) persons selected by the Board to serve indefinite terms.

Section 4.3. Rules and Regulations. The Board shall adopt by resolution, and have the full power and authority to enforce, Rules and Regulations for the Project which shall address, but not be limited to, the regulation of the exterior appearance of buildings, signage, parking, fencing, drainage, improvements and permitted uses and activities within the Project, and clarify any provision of this Declaration, even though such Rules and Regulations may be more restrictive than the Declaration. Such Rules and Regulations shall be consistent with the spirit and intent of this Declaration. The adoption of such Rules and Regulations must be made in accordance with the Bylaws. The Board, by resolution, may amend the Rules and Regulations from time to time by a majority vote. Upon proper adoption, the Rules and Regulations shall be as enforceable and binding as any other requirements of this Declaration. The Board shall compile and maintain all Rules and Regulations, including any amendments thereto, at some location where they are easily reviewable by the Owners, along with other Association books and records. Proper adoption of the Rules and Regulations (and any amendment thereto) shall be deemed notice to all Owners of the binding and effective nature of the same.

Section 4.4. Fees. The Board, by resolution, shall set a fee for plan review pursuant to the Rules and Regulations. The Board may, by majority vote, on a case-by-case basis, waive or adjust fees for low-cost improvements.

ARTICLE 5

SERVICE OF PROCESS

The registered agent of the Association is designated to receive service of process. The Board shall designate the registered agent and office in the Articles, and the Board may specify a different agent and/or office for such purpose by filing proper documents with the Idaho Secretary of State.

ARTICLE 6

ASSOCIATION OF OWNERS

Section 6.1. Form of Association. The Association shall be a nonprofit corporation formed under the laws of the State of Idaho.

Section 6.2. Articles and Bylaws. The Articles and Bylaws of the Association shall bind all Owners and are by this reference an integral part of this Declaration. Copies of both documents shall be available by request from the Board. The Articles and Bylaws may be amended in accordance with the terms of each and the laws of the State of Idaho.

Section 6.3. Qualification for Membership Voting Right. Each Owner of a Lot (including the Declarant) shall be a Member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. The voting rights of the membership are specified in the Articles and Bylaws of the Association.

Section 6.4. Pledged Votes. If an Owner is in default under a First Mortgage on a Lot for ninety (90) consecutive days or more, the First Mortgagee shall automatically be authorized to declare at any time thereafter that said Owner has pledged his or her vote on all issues to the First Mortgagee during

the continuance of the default. If the Board has been notified by a First Mortgagee of any such pledge, only the vote of the First Mortgagee will be recognized on the issues that are subject to the pledge.

Section 6.5. Owner's Right and Obligation to Maintain and Repair. Except for those portions of the Project which the Association may be required to maintain and repair, each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's Lot and all improvements thereon in accordance with the standards set forth in the Development Documents in order to promote and maintain the value of Lots.

Section 6.6. Association's Obligation to Maintain and Repair Common Areas. The Association has the responsibility to maintain and repair all Common Areas.

ARTICLE 7

NOTICES

All notices to Members given under the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations of the Association shall be in writing and shall be delivered personally, by mail or electronically. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of delivery of regular mail after the notice has been deposited in the United States mail, first class, postage prepaid, addressed to the person(s) entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by giving notice in writing to the Board. Notices to the Board shall be given to the Declarant until the termination of the Declarant's Control Period and thereafter shall be given to the President or Secretary of the Association. If delivery is in person, conspicuously leaving a notice at the Owner's door shall be sufficient, so long as the Owner is known to occupy the residence. Electronic delivery is effective upon sending of the notice provided that the member has provided an electronic mailing address for official record purposes of the Association.

ARTICLE 8

BUDGET AND ASSESSMENTS

Section 8.1. Assessments. Assessments may be assessed and will become a lien against Lots in accordance with the Bylaws, as amended from time to time. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually as specified in the Bylaws. The various types of assessments are set forth in detail in the Bylaws. Any Lot owned by Declarant will not be subject to assessments during the Declarant's Control Period.

Section 8.2. Proceeds Belong to Association. All assessments and other receipts received by the Association pursuant to the provisions hereof shall belong to the Association.

Section 8.3. Goods and Services. The Board shall acquire and pay for, as common expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include, but not be limited to, utility services for the Common Areas; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening and general upkeep of the Common Areas (except where the Owners have such responsibility under the provisions of the Development Documents); and all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the Owners. The Board may hire as many full-

time or part-time employees as it considers necessary to effectively operate the Association.

ARTICLE 9

COVENANT FOR ASSESSMENTS / COLLECTION OF ASSESSMENTS

Section 9.1. Covenant to Pay and Personal Obligation for Assessments. Each Owner, by accepting a deed for a Lot, is deemed to covenant to pay all assessments imposed by the Board. Each such assessment, together with any fines, interest, costs and fees (including reasonable attorney fees) associated therewith, shall be the personal and individual obligation of the Owner(s) of such Lot as of the time the assessment becomes due and shall also be a lien against the Lot and Dwelling Unit against which it is assessed and shall be a continuing lien thereon until satisfied in full. In the case of two or more Owners of a Lot, each will be jointly and severally liable for such obligations. The personal obligation of the Owner(s) shall not pass to his successor in title unless expressly assumed by them, but the lien against the Lot shall be a continuing lien against the Lot (despite any transfer of ownership) until it is fully satisfied or a lawful foreclosure of the same has occurred. No Owner may exempt himself from liability for any assessment by abandonment of the Lot or by waiver of the use and/or enjoyment of the Common Area. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the assessment lien provided for in this Declaration.

Section 9.2. Late Charges and Interest on Delinquent Assessments. The Board, in accordance with the Bylaws, may from time to time establish late charges, fines, costs, fees and a rate of interest to be charged on assessments that may thereafter become delinquent.

Section 9.3. Elimination of Service for Nonpayment. In case of nonpayment or delinquency in the payment of assessments or other fees imposed by the Board, the Board may upon ten (10) days' notice to the Owner, occupant or Person in charge of the Lot, eliminate any service of the Association related to that Lot. No recommencement of services shall occur until such delinquent assessments, fees and a recommencement fee, as may be established by resolution of the Board, have been paid to the Board. Elimination of service shall in no way preempt or prohibit any other enforcement rights of the Board.

Section 9.4. Failure to Assess. Any failure by the Board or the Association to adopt an annual budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 9.5. Remedies Cumulative. The dispute resolution procedure set forth in Article 16 shall be the sole procedure utilized in resolving disputes relating to assessments. However, the remedies provided for herein are cumulative, and the Board may pursue them either concurrently with such procedure or in any order the Board so desires.

ARTICLE 10

FAILURE TO INSIST ON STRICT PERFORMANCE; NO WAIVER

The failure of any interested party in any instance to insist upon strict compliance with the Development Documents, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of an assessment from an Owner, with knowledge of a breach by the Owner, shall not be deemed a waiver of said breach. No waiver of any requirement shall be effective unless expressed in writing and signed by the party waiving such requirement.

ARTICLE 11

LIMITATION OF LIABILITY

Section 11.1. General Limitation. So long as a Board member, Association committee member, Association officer and/or the Declarant (including any of its agents) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

Section 11.2. Specific Limitation Related to Personal Liability of Certain Persons. Each Owner, in addition to the other limitations contained herein and not to the exclusion of any other limitation, agrees that no member of the Board or any committee of the Association, or any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any representative or employee of the Association, the Architectural Control Committee, or any other committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE 12

MORTGAGE PROTECTIONS

Section 12.1. Mortgage Protection: General Requirements. A breach of any covenant, condition or restriction herein contained, or any enforcement thereof, shall not defeat or render invalid any Mortgage now or hereafter executed upon the Property or a portion thereof; provided, however, that if any portion of the Property is sold under a foreclosure of any Mortgage, any purchaser at such sale and its successors and assigns shall hold any and all Property purchased subject to all of the provisions of this Declaration.

Section 12.2. Mortgagee's Obligations as to Assessments. Each holder of a First Mortgage (including any purchaser from such holder) on a Lot who comes into possession of a title to said Lot by virtue of foreclosure of the Mortgage, shall take the Lot free of unpaid claims, assessments and charges and shall not be liable for any unpaid claims or assessments and charges against the Lot that accrue prior to the time of such possession or acquisition of title, whichever occurs first.

Section 12.3. Mortgagee's Right to Pay Charges. A First Mortgagee may pay charges that are in default and that may or have become a charge against any Common Area (including Limited Common

Area) and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. A First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

Section 12.4. Mortgagee's Lien Superior to that of Association. Any lien which the Association may have on any Lot for the payment of assessments attributable to such Lot shall be subordinate to the lien or equivalent security interest of any Mortgage on the Lot recorded prior to the date that such assessment lien is duly recorded.

Section 12.5. Notices to Mortgagees. Any Mortgagee may file with the Secretary of the Board a written request that it be given copies of notices. Until such request is withdrawn or the Mortgage is satisfied, the Board shall endeavor to send to the requesting Mortgagee a copy of all documents sent to the Owner of the mortgaged property. Holders of First Mortgages who have requested notices shall be entitled to prompt notice of any default in an Owner's obligations under the Development Documents of the Project that is not cured within thirty (30) days of the date of default. The provisions of this Section shall prevail over any inconsistent or contrary provisions in the Development Documents. Specifically, the Board will strive to send the following notices, in writing, to any Mortgagee if requested in writing:

Section 12.5.1. Mortgagee's Notice of Change. Notice of any material change in the Declaration, which notice shall be given thirty (30) days prior to the effective date of such change; and

Section 12.5.2. Mortgagee's Notice of Default. Notice of any default in Owner's obligations under the Development Documents, which default is not cured within thirty (30) days of the date of default.

Section 12.6. Mortgagee's Right to Inspect Records. Notwithstanding any language contained in the Development Documents to the contrary, Mortgagees shall have the right to examine the books and records of the Association upon providing reasonable notice.

ARTICLE 13

SEVERABILITY

The provisions of the Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision.

ARTICLE 14

EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 15

ASSIGNMENT BY DECLARANT

Section 15.1. Declarant's Right to Assign. The Declarant reserves the right to assign, transfer, sell, lease or rent all or a portion of the Property then owned by the Declarant and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

Section 15.2. Effect of Declarant's Assignment. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to any Person, which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such Person evidencing their intent in writing to accept such assignment and assume such duties, he shall, to the extent of such assignment, have the same rights and duties as are given to and assumed by the Declarant herein. In the event of such assignment, the Declarant shall be released from any liability from the date of assignment forward.

Section 15.3. Termination of Responsibility. In the event that the Declarant shall convey all of the Declarant's right, title and interest in and to the Project to any Person, then and in such event, the Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such Person shall be obligated to perform all such duties and obligations hereunder.

ARTICLE 16

DISPUTE RESOLUTION PROCEDURES

Section 16.1. Exclusive Dispute Resolution. The Owners, Association and the Declarant (the "Parties") agree that the only method for settling disputes between them arising from the provisions of the Development Documents shall be as is set forth below.

Section 16.2. Waiver of Right to Litigate. The Parties hereby irrevocably waive any and all rights to resolve a dispute in any manner which is contrary to the provisions of this Article, including the right of trial by jury. The Parties shall at all times conduct themselves in strict, full, complete and timely accordance with the terms of this Article 16 and all attempts to circumvent the terms of this Article 16 shall be absolutely null and void and of no force or effect whatsoever.

Section 16.3. Mediation. Mediation shall precede any arbitration proceeding initiated under this Article 16. Any Owner or the Association may call for the mediation of any dispute arising from the provisions of the Development Documents. The mediation shall occur in accordance with Rule 37.1 of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. The particular mediator shall be nominated by the Party requesting mediation within ten (10) days of delivery of a notice of dispute to the Board. If the Parties agree on a mediator, the mediation shall be held as soon as is practicable. If the Parties do not agree on a mediator within twenty (20) days of delivery of the notice of dispute to the Board, then the Administrative District Judge for the First Judicial District of the State of Idaho shall name the mediator. Every Party shall enter into the mediation in good faith to resolve any dispute. The Parties to the dispute at hand shall each deposit with the mediator, prior to the session, an equal share of the cost of mediation, except in a case of where the Association is a Party and the Board, its committee or authorized agent has determined that a violation of the Development Documents occurred, assessed a fine or denied an improvement. In those events or where an assessment was not paid by the disputing Owner, the entirety of the mediation cost shall be paid by the Owner contesting the Association's actions.

Section 16.4. Arbitration. In the event that any dispute remains unresolved following mediation, then any Party to the mediated dispute may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a dispute. Within ten (10) days of the appointment of said arbitrator, the other Party(ies) shall either agree to the single arbitrator or shall appoint a similarly qualified arbitrator within ten (10) days. If the two (2) arbitrators are so selected within such

time period, the two (2) arbitrators shall select a third arbitrator. The case shall be guided by Commercial Rules of the American Arbitration Association, unless the arbitrator(s) shall determine to vary such rules for time and cost effectiveness. In the event that any Party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided by the Administrative District Judge for the First Judicial District of the State of Idaho in order to assure a rapid arbitration of the matter. The board of arbitrators by majority rule or the single arbitrator shall settle all disagreements, and the ruling of the arbitrator(s) shall be the final and binding resolution of the matter. The decision of the arbitrator(s) shall be given the same weight as a judgment and may be confirmed as a judgment by any Party.

16.4.1. Pre-Decision Arbitration Procedures. The arbitrator(s) shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations and narrow the issues. The Parties will submit proposed discovery schedules to the arbitrator(s) at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator(s); however, the speedy and cost-effective resolution of the dispute shall guide that decision. The arbitrator(s) shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchanges of summaries of testimony of proposed witnesses and examination by deposition of Parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery that the arbitrator(s) determines to be reasonable under the circumstances.

16.4.2. Arbitration Hearing. The arbitration shall be conducted in Kootenai County, Idaho. The Parties may represent themselves or be represented by legal counsel. The Parties may offer such evidence as is relevant and material to the dispute. The arbitrator(s) shall be the sole judge of relevance and materiality.

16.4.3. Governing Law. In rendering a decision, the arbitrator shall determine the rights and obligations of the Parties according to the terms and provisions of the Development Documents and the laws of the State of Idaho.

16.4.4. Arbitration Decision. The arbitrator(s) shall issue the written decision as soon as reasonably possible following the conclusion of the arbitration hearing, but in any event, not later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn therefrom. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The decision of the arbitrator(s) shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with the Idaho Uniform Arbitration Act, may thereafter confirm it as a judgment.

16.4.5. Attorney Fees and Costs. In disputes where the Association is a Party and the issue involves a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, the arbitrator(s) shall award costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, to the Association if the Association is the prevailing party. If the Association is a party because of a challenge to a determination by the Board, a committee appointed by the Board, or the Board's authorized agent, and the Association does not prevail, then each party shall pay their respective

costs, including, without limitation, arbitrator fees and costs, attorney fees and expert and witness costs, as determined by the arbitrator(s) in his discretion. If the Association is not a party, then the arbitrator(s) may award costs and fees as deemed appropriate to discourage frivolous or unnecessary arbitrations.

Section 16.5. Payment of Fine, Costs or Elimination of Violation. In the event that the decision of the arbitrator(s) is in favor of the Association and an Owner must pay a fine, costs or eliminate a violation of the Development Documents, then the Owner shall comply with the order of the arbitrator(s) within ten (10) days following the issuance of the arbitration decision. If the Owner fails to voluntarily comply with the arbitration decision, then in addition to the decision, the Owner shall pay interest on any monetary award at the statutory rate set forth in Idaho Code 28-22-104(2) or any successor statute. In addition, and not in substitute for any other remedy set forth herein, a non-prevailing Owner shall pay all attorney fees and costs, when billed to the Association, related to reduction of the arbitration award to judgment, for collection of a monetary award and/or enforcement of a non-monetary award.

Section 16.6. No Effect on Other Rights. This Article shall have no effect and shall not in any manner impair the rights of the Association set forth in Article 9 or the Association's lien rights. In the event that a lien is pursued by the Association, the arbitrator(s) shall have the authority to decide matters relating thereto to the fullest extent granted by Idaho law. All other lien related matters shall be decided by the District Court for the First Judicial District of the State of Idaho.

ARTICLE 17

PROPERTY USE, MAINTENANCE AND RESTRICTIONS

Section 17.1. General Restriction. The Property will be used only for the purposes set forth in this Declaration, as permitted by the ordinances of the City of Post Falls, the laws of the State of Idaho and the United States, and as set forth in the Development Documents or any other recorded covenants affecting all or any part of the Property.

Section 17.2. Use of the Lots. Each Dwelling Unit may be used only as a single-family residence and not for any commercial purposes. Commercial uses may only be allowed if approved by the Declarant (if during the Declarant's Control Period) or the Board (if after the Declarant's Control Period), and required even if such proposed use is permitted by the City of Post Falls. Leasing of a Dwelling Unit shall not be considered a commercial purpose within the meaning of this subsection.

Section 17.3. Motorized and Recreational Vehicles. No trailers, motorized or recreational vehicles of any kind, other than passenger automobiles or pickup or utility trucks with a capacity of one tone or less, may be parked, stored or in any manner kept or placed on any portion of the Property, except in an enclosed garage (or parked behind an enclosed and fully fenced yard, provided that the Board does not find the same to constitute a nuisance or be unsightly). This restriction, however, does not prohibit commercial and construction vehicles in the ordinary course of business from making deliveries or otherwise providing services to the Property or to the Declarant or the other Owners. Only currently licensed vehicles shall be on the Property.

No snowmobiles or off-road vehicles will be allowed to operate anywhere in the Property, except for emergency purposes or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a Lot and shall

be operated in a quiet manner and in compliance with all applicable laws and ordinances. All other starting/operating of motorcycles on the Property is strictly prohibited.

Section 17.4. Parking. No overnight on-street parking shall be allowed in the Project.

Section 17.5. Automobile Repair, Abandoned, Inoperable or Oversized Vehicles. No work on automobiles or other vehicle repair will be performed in any visible or exposed portion of the Project, except in the case of emergencies. All repair work shall be done in Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind will be stored or parked on any portion of the Property. An 'abandoned or inoperable vehicle' is defined as any vehicle that has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this does not include vehicles parked by Owners while on vacation.

Section 17.6. Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior consent of the Board, with the following exceptions:

17.6.1. Political signs shall be allowed subject to the following restrictions:

17.6.1.1. "Political signs" shall mean fixed, ground mounted displays in support of or in opposition to a candidate for office or a ballot measure.

17.6.1.2. No more than one political sign per current candidate or ballot measure may be displayed at any given time.

17.6.1.3. No political sign may exceed five (5) square feet in size.

17.6.1.4. No political sign may be placed within the Common Areas, threaten public health or safety, violate any applicable law or ordinance, be accompanied by sound or music, or attach any other materials to the sign.

17.6.1.5. The Board may adopt additional reasonable rules regarding the time, size, place, number and manner of display of political signs.

17.6.2. Display of "For Sale" signs not exceeding five (5) square feet in size shall be allowed when a Lot is being sold.

17.6.3. This Section shall not apply to the Declarant or the Declarant's agents, lenders and contractors during the Declarant's Control Period—Declarant may post signs without limitation.

Section 17.7. Rules for Animal Control. All pets (mammals, birds, reptiles or living creatures of any kind) kept on any Lot, Common Area or Limited Common Area are subject to this provision.

17.7.1. Right of Removal. The Board may at any time require the removal of any pet that it finds unreasonably disturbs other Owners and may exercise this authority for specific pets even though other pets are permitted to remain.

17.7.2. Limit on Number of Pets. No more than three (3) domestic pets may be kept on

any Lot (excluding contained small animals, which include but are not limited to fish, birds, hamsters and gerbils). Exceptions to this limit may be considered by the Board, upon written request by an Owner, on a case-by-case basis and at the Board's sole discretion.

17.7.3. Leash. All dogs are to be kept on a leash or personally controlled by Owners when off the Owner's Lot and shall be contained when on the Owner's Lot. Dogs shall not be allowed to roam. This restriction applies to all Owners, tenants and guests.

17.7.4. Tied Pets. No pets may be tied up or left unattended outside any residence.

17.7.5. Damage by Pets. Owners are responsible for any damage to Common Areas, Limited Common Areas or other Owners' property caused by their pet or pets brought onto the Property by their guests.

17.7.6. Alterations to Common Areas. Nothing shall be altered or constructed in the Common Areas to house or accommodate pets, except portable, completely removable pet houses, the placement of which must be reviewed and approved in writing by the Board or Committee.

Section 17.8. Yards/Exterior Maintenance. Owners shall keep all yard areas on or adjacent to their Lots free from objects and debris that in any manner detract from the overall aesthetics of the Project, as determined by the Board or Committee in its sole discretion. Yards will be mowed regularly in all seasons (except when snow is present). The exterior appearance of all structures and Dwelling Unit must be adequately maintained in a minimum condition deemed appropriate by the Board or Committee to ensure the overall aesthetics of the Project and the value of the Lots are maintained.

Section 17.9. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Dwelling Unit.

Section 17.10. Window Coverings. Windows shall not be covered with any reflective material, cardboard, Visqueen or other similar material deemed inappropriate by the Board or Committee.

Section 17.11. Noise. No use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound-producing device, so as to be audible to occupants of other Dwelling Units, except for security alarm devices used exclusively for such purposes, will be permitted on any portion of the Property.

Section 17.12. Snow Removal. Snow clearance and/or removal in the Common Areas shall be the responsibility of the Association. Owners shall be responsible for clearance and removal of all snow located within their Lots, including any sidewalk area located adjacent thereto. With respect to such snow removal, Owners shall not clear or remove snow from their Lots onto sidewalks, streets, other Lots or Common Areas within the Property.

Section 17.13. Association Landscape Maintenance. Subject to the Association's assessment rights, landscape maintenance for all Common Areas (including but not limited to mowing of grass, weeding and removal of debris) is the responsibility of the Association.

Section 17.14. Compliance with Laws. Each Owner will comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations

with respect to all or any portion of the Property.

Section 17.15. Camping, Picnicking and Public Assembly. No camping or picnicking will be allowed within the Property. Public assemblies and rallies within the Property are prohibited.

Section 17.16. Nuisance. No obnoxious or offensive activity will be carried on or within the Property, nor will anything be done or permitted which would constitute a public nuisance. No noise or other nuisance will be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants. Every violation of the Development Documents is deemed a nuisance.

Section 17.17. Renting and Leasing. The Owner of any Lot will have the right to rent or lease the Lot, subject to the condition that all lease or rental agreements are in writing and meet the following requirements.

17.17.1. Tenants shall be made aware of the requirements of the Development Documents and all leases/rental agreements shall be made expressly subject to the same, and incorporated by reference therein. Any failure of a Tenant to comply with the Development Documents will constitute a default under the lease/rental agreement and the Owner hereby grants to the Board and its agents the authority to evict the tenant on the Owner's behalf for such default upon only such notice as is required by law. Should the Board bring an action to terminate the lease/rental agreement, the Owner shall be jointly and severally liable with the tenant for all attorney fees and court costs incurred by the Board. If any lease/rental agreement does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the agreement and binding upon the Owner and the tenant by reason of the provisions being stated in these Development Documents. Without limiting the foregoing, the Owner shall be liable for any violation of the Development Documents committed by the Owner's tenant.

17.17.2. No lease or rental of a Lot shall be for a term less than thirty (30) days. A copy of every lease shall be delivered to the Board prior to the Lot being leased. No lease or rental of a Lot may be of less than the entire Lot except as part of the operation of a single-family residence, including but not limited to housekeepers, exchange students, nannies, family members or security.

17.17.3. During the period of time an Owner has entered into a lease/rental agreement, the Owner releases his rights to use Common Areas and Limited Common Areas to the tenant unless use of the Areas is specifically assigned to the Owner in the lease/rental agreement.

ARTICLE 18

DURATION AND AMENDMENT

Section 18.1. Duration of Protective Covenants. This Declaration shall continue and remain in full force and effect in perpetuity. Owners, by purchase of Lots, acknowledge their desire to protect the Property through the continuation of this Declaration.

Section 18.2. Amendments to Declaration. This Declaration may be amended at any time by the Declarant during the Declarant Control Period. Upon cessation of the same, this Declaration may be amended by a written instrument recognizing the affirmative approval of such amendment by not less

than two-thirds (2/3) vote of the Members entitled to vote on such matter. However, no such modification shall in any way affect ownership of the Common Areas remaining with the Association, along with its responsibility for the maintenance thereof.

ARTICLE 19

DECLARANT'S SPECIAL PROVISIONS

Section 19.1. Limitation of Restriction. The Declarant is undertaking the work of developing the Project. The completion of the work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Project as a thriving residential development. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

19.1.1. Prevent the Declarant, its contractors or subcontractors from doing whatever is reasonably necessary or advisable on the Project or any Lot in connection with the completion of the Project;

19.1.2. Prevent the Declarant or its representatives from erecting, constructing and/or maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for conducting its business of completing said work, establishing said Project as a community and disposing of Lots by sale, lease or otherwise;

19.1.3. Prevent the Declarant from conducting on any part or parts of the Project its business of completing the work, establishing a plan of ownership and disposing of said Lots by sale, lease or otherwise; or

19.1.4. Prevent the Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof.

So long as the Declarant owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, the Declarant shall be subject to the provisions of this Declaration. However, nothing in this Declaration shall be construed to require the Declarant to fulfill all of the requirements of this Declaration on the Declarant's Lot or Lots, where said Lot or Lots are without buildings and/or are being held for sale or lease. If the Declarant develops and constructs a building on a Lot for the Declarant's own use rather than for lease or sale, then the Lot will become subject to all provisions of this Declaration.

Section 19.2. Non-Warranty of Compliance and Enforcement. The Declarant does not, by the execution of this Declaration or by its continuing participation directly or indirectly in or on the Board, warrant or guarantee enforcement and/or the binding effect of this Declaration nor does the Declarant warrant that all of the Owners' uses of the Property are in compliance with this Declaration. Each purchaser of and/or Designated Successor to the Property does hereby agree to accept all responsibility individually for enforcement of the terms of the Development Documents and to release the Declarant from any liability that might result from not enforcing the Development Documents, including structures and uses that might not conform to the terms of the Development Documents.

Section 19.3. Release and Indemnification of Declarant. The Declarant has created Common Areas for the use of the Owners to be managed by the Association consistent with the Declarant's

transfer of the Declarant's interest in the Common Areas. The Association agrees to hold the Declarant harmless from any liability related to the Common Areas. Furthermore, the Association agrees to indemnify the Declarant from any and all loss and costs related to the Common Areas.

ARTICLE 20

ADDITIONS TO DECLARATION

Section 20.1. Annexation of Phases of Project. Phases may be annexed into the Project and become subject to this Declaration by either of the following methods:

20.1.1. Unilateral Annexation. The Declarant may annex any real estate adjacent to the Property. Such annexed property shall become a part of the Project, subject to the terms of the Development Documents, and subject to the jurisdiction of the Association, without the consent of the Association, so long as:

20.1.1.1. Any annexation pursuant to this subsection is made within thirty (30) years from the date of recordation of this Declaration; and

20.1.1.2. A Declaration of Annexation is recorded prior to any sales to a member of the general public of any Lot in the area to be annexed. The Declaration of Annexation shall include the legal description of the property to be annexed, shall incorporate this Declaration by reference and may contain such additions and/or modifications to this Declaration as may be necessary to reflect the different character, if any, of the annexed property.

20.1.2. Annexation by Approval. Upon the approving vote or written assent of the Declarant (while the Declarant owns any Lot in the Project) and a two-thirds (2/3) affirmative vote of the Members other than the Declarant, an owner of property outside of the Project who desires to add it to the scheme of the terms of the Development Documents and to subject it to the jurisdiction of the Association may record a Declaration of Annexation in the manner described in the preceding subsection and thereby subject said property to the terms of the Development Documents.

ARTICLE 21

EASEMENTS

Section 21.1. Easement Specifically Reserved by Declarant. In addition to any easements reserved on the Plat, the Declarant reserves an access easement over, upon, across, under and through the Common Areas, including Limited Common Areas (if any), and facilities of the Project for the purpose of completing any Improvements, exhibiting and preparing Lots for sale and for the purpose of developing any contiguous land owned by the Declarant.

Section 21.2. Power of Association to Grant Easements. The Association shall have the right to grant easements over, upon, across, under or through any portion of the Common Areas, including Limited Common Areas, and each Owner hereby irrevocably appoints the Association as attorney-in-fact for such purpose.

ARTICLE 22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIO ESTATES - 20

MISCELLANEOUS PROVISIONS

Section 22.1. Constructive Notice and Acceptance. Upon recording of this Declaration, every Person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the Property has conclusively consented and agreed to every covenant, condition and restriction contained in the Development Documents. This conclusive acceptance shall occur regardless of whether or not any reference to the Development Documents is contained in the instrument by which such person acquired an interest in the Property.

Section 22.2. Agreement or Conveyance in Violation of Declaration. Any deed, lease, agreement, conveyance, contract or other instrument or action in violation of the terms of the Development Documents shall be void and may be set aside by the Declarant or the Association.

Section 22.3. Captions. The captions of this Declaration are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe its scope and intent.

Section 22.4. Entire Covenant. The Development Documents are the entirety of the covenants, conditions and restrictions affecting the Project. There are no other verbal or other agreements or matters that vary the terms of the Development Documents. The Development Documents shall not be altered except as specified in the Development Documents and in accordance with Idaho law.

Section 22.5. Interpretation. The Development Documents shall be interpreted in accordance with Idaho law and shall be strictly interpreted to enforce the purpose of the Declaration, but all ambiguities shall be interpreted in favor of the Declarant and the Association. Definitions found in this document shall guide all interpretations. Any court or jurisdiction that should be called upon to interpret the Development Documents shall give weight to the Board's interpretations of the same terms and conditions in order to encourage consistency within the Project.

Section 22.6. Conflict Among Development Documents. If there is any conflict among or between the Development Documents, the provisions of this Declaration shall prevail; thereafter, priority shall be given (in order of priority) to any recorded Declaration of Annexation, Articles of Incorporation, Bylaws and lastly, the Rules and Regulations.

Section 22.7. Consistency with Federal Housing Authority and Secondary Market Restrictions. This Declaration is intended to be consistent with federal and state laws and regulations as required for the lending of money for homes and for the sale of Mortgages of such homes in the secondary market. In the event of any conflict between the Development Documents and federal or state regulations or guidelines, then the Declarant may unilaterally, during Declarant's Control Period and at its sole option, amend the conflicting provision(s) in order to eliminate the conflict.

Dated this 8th day of September, 2020.

"Declarant"
AMERICAN CREW BUILDERS, LLC


Nathaniel Grossglauser, Member

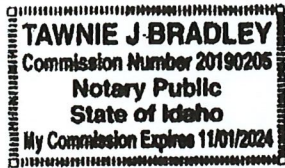
STATE OF IDAHO)

) SS.

County of Kootenai)

On this 8 day of September, 2020, before me personally appeared Nathaniel Grossglauser, a Member of American Crew Builders, LLC, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he voluntarily executed the same on behalf of American Crew Builders, LLC.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



NOTARY PUBLIC for the State of Idaho

Residing at

Commission Expires

EXHIBIT "A"

The following real property is subject to the foregoing Declaration of Covenants, Conditions and Restrictions for Gabrio Estates:

[LEGAL DESCRIPTION]

EXHIBIT A

Gabrio Estates

LEGAL DESCRITPION

The North half of Tract's 95 and 96, together as one parcel, of the "Plat #5, Green Acres Irrigation District", recorded in Book 'B' of Plats at Page 70, records of Kootenai County, located in the Southeast Quarter of Section 32, T51N, R5W, B.M., Kootenai County, Idaho, described as follows:

Commencing at the East Quarter Corner of said Section;

Thence, along the easterly line of said section S 0°33'55" W, 658.98 feet;

Thence leaving said easterly line , N 89°26'05" W 25.00 feet to the Northeast corner of said Tract 96;

Thence along the northerly line of said Tract 96, N 88°18'11" W, 30.01 to the **Point of Beginning:**

Thence South 0°33'55" West, 319.75 feet;

Thence North 88°19'03" West, 605.79 feet westerly line of Tract 95 of said Plat;

Thence along said westerly line North 0°35'34" East, 319.90 feet to the northwest corner of said Tract;

Thence along said northerly line South 88°18'11" East, 605.64 feet to the **Point of Beginning.**

Containing 193,686 square feet 4.446 Acres, more or less.





Coeur d'Alene MLS



Coeur d'Alene MLS



Coeur d'Alene MLS



Coeur d'Alene MLS



From: noreply@civicplus.com
To: [Public Hearing Notice](#)
Subject: Online Form Submittal: Submit Written Public Testimony
Date: Tuesday, January 28, 2025 7:37:20 AM

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.

Submit Written Public Testimony

To submit written testimony for the Planning and Zoning Commission or City Council, please ensure your testimony is submitted at least 4 business days before the hearing. It will be entered into the public record and reviewed like in-person testimony.

For land use hearings, the Planning and Zoning Commission and City Council can only consider comments related to the adopted review criteria. In your testimony, please focus solely on the criteria below:

Review Criteria

- [Annexation Review Criteria \(PDF\)](#)
- [Planned Unit Development \(PUD\) Review Criteria \(PDF\)](#)
- [Special Use Permit \(SUP\) Review Criteria \(PDF\)](#)
- [Subdivision Review Criteria \(PDF\)](#)
- [Variance Review Criteria \(PDF\)](#)
- [Zone Change Review Criteria \(PDF\)](#)

First Name	Debi
Last Name	Vocca
Address	2893 W Echo Dr.
Email Address	dvocca@msn.com
City	Post Falls
State	Idaho
Zip Code	83854
Public Hearing	Gabrio Estates Duplexes Zone Change
Select Hearing Body	City Council

Please Provide Your
Position on the Public
Hearing

Opposed

Comments

Please deny this request for putting multi-family dwellings in this area/neighborhood. The request is not for the benefit of the community but only serves to profit the developer. The area of Post Falls has grown at a very fast pace and is now flooded with many housing options. I don't see how more rental properties will improve our area. This area of Post Falls is still mostly rural and the people that live here enjoy that. The city should consider keeping land more rural/less crowded for future generations to enjoy. Post Falls should be an area with options for different properties for families to enjoy. The current Future Land Use Map needs to be updated as it was created before all the development in our area. The criteria for zoning designations is ever changing and the city should use a conservative approach in approving zoning changes. Please consider the interests of the current homeowners in this area before the interests of the developer. Thank you.

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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/4/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Rehabilitation, Contract Amendment with Welch Comer Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Contract Amendment with Welch Comer Engineers.

DISCUSSION:

In 2024, after the City awarded a construction bid to Interstate Concrete and Asphalt to repair Spokane Street from the Spokane River bridge to the I-90 right of way, City Council also approved a request from the Idaho Transportation Department (ITD). The resulting Cooperative Agreement authorized ITD to pay the City a lump sum of \$700,000 for the related costs to extend the city's paving limits to rehabilitate the pavement and sub surface between the I-90 Eastbound ramps and the intersection of Seltice Way. ITD is the responsible entity for maintenance of this section of street. In August 2024, City Council approved a negotiated change order with the city's contractor, Interstate Concrete and Asphalt to add this additional work.

Following the August City Council meeting, changes occurred in the project sequencing and traffic control phasing that delayed the start date for this additional work. In October, Interstate negotiated a postponement and a Winter shutdown with the ITD District 1 Staff for this portion of the Spokane Street project. The primary consideration included concerns of changing weather conditions and the ability to complete the full scope of pavement rehabilitation before Winter season. This contract change included an interim pavement repair plan to address ITD's concerns of known problem areas in this section of Spokane Street. Temporary pavement patching was completed in late October of 2024 to mitigate pavement maintenance concerns through the Winter season.

This contract amendment with Welch Comer increases the Engineering and Construction Management phase services to account for support observation and project oversight of the interim pavement patching and provide support through the remainder of the project. Additionally, this amendment increases the time for construction observation to better align with the contractor's updated schedule. The additional time needed to complete the project work accounts for the requested changes by ITD for traffic control phasing and sequence. Construction work is scheduled to resume April 7, 2025. Project completion is expected by June 2025

Project expenses for this additional work will be funded from the \$700,000 received by ITD and will be tracked separately from the city's original scope of the Spokane Street project. The total project costs for the ITD District 1 Maintenance work which includes design and construction management services, are expected to be less than the \$700,000 agreed to in the Cooperative Agreement. City Staff and ITD reviewed this contract amendment and recommend City Council approval.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 6, 2024 – Contract Change Order to Extend Paving Limits
June 18, 2024 – Engineering Services Amendment to Agreement
June 18, 2024 – Cooperative Agreement with the Idaho Transportation Department
May 7, 2024 – Staff Report and Project Update
April 2, 2024 – Engineering Services Contract Amendment
February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the additional paving work and as described in this memo is provided by ITD as outlined in the Cooperative Agreement (Agreement No. 7493). Council approval is requested for the contract amendment, totaling \$45,000. In the event additional work or contract changes are required, the Public Works Director or his designee will authorize changes up to the contingency in the amount of \$5,000. Council approval is for the total requested amount of \$50,000. The adjusted contract total becomes \$309,150.

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. Additional Services Agreement No. 6
2. PPT Spokane Street Rehabilitation

Authorization for Additional Services Amendment 6

The Effective Date of this Authorization is: _____

Background Data:

Effective Date of Owner-Engineer Agreement: February 1, 2022

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Spokane Street Rehabilitation

Description of Additional Services:

1. Pedestrian Traffic Control Design Services

- A. Specifications: Using EJCDC & ISPWC specifications, Engineer will amend current specifications, as necessary, to clearly describe pedestrian traffic control requirements.
- B. Traffic Control During Construction: Provide additional pedestrian traffic control plans in accordance with City of Post Falls and MUTCD requirements. It is assumed that one (1) round of comments from the Owner, ITD, and the Contractor, and corresponding revisions will be sufficient.
 - a) Engineer will develop pedestrian traffic control plans, review them with the Owner, Contractor, and Contractor's traffic control subcontractor (as applicable), and then make revisions to create a final set to be used during construction and as a baseline for Owner's public outreach efforts.
- C. Assumptions:
 - a) Direct coordination between the Engineer and ITD remains excluded unless noted otherwise. Owner will perform any additional coordination with ITD.

2. Construction Phase Services (CPS)

- A. General Administration of Construction Contract: Expand the scope of construction administration to include two (2) months of additional pay requests, construction changes, coordination with Contractor, and funding breakdowns.
- B. Construction Surveying: No construction surveying is included in this Amendment.
- C. Site Visits and Construction Observation: Expand the scope of construction observation to include observation of up to 15 working days or working nights of additional construction duration. The scope of construction observation services shall remain as noted in prior Amendments.

Description of Modification of Payment to Engineer:

1. Owner shall pay Engineer for services described on a lump sum basis as follows:

Phase	Payment Type	Amount
Pedestrian Traffic Control Design Services	Lump Sum	\$ 5,000
Construction Phase Services	Lump Sum	\$40,000

- A. The Lump Sum portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- B. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original Agreement amount:

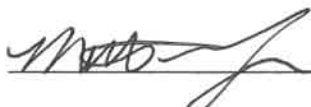
Design Phase (Lump Sum)	\$	26,500.00
Railroad Coordination (Hourly)	\$	22,400.00
Amendment 1 (Lump Sum)	\$	4,000.00
Amendment 2 (Hourly)	\$	96,000.00
Amendment 3 (Lump Sum) amount:	\$	4,000.00
Amendment 4 (Hourly) amount:	\$	21,250.00
Amendment 5 (Lump Sum) amount:	\$	90,000.00
Amendment 6 (Lump Sum) amount:	\$	45,000.00
Adjusted Agreement amount:	\$	309,150.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect. Welch Comer & Associates, Inc is authorized to perform the work described in this Amendment.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print name: Ronald G. Jacobson

Print name: Matt Gillis, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 12-11-24

PM Approval:  _____

Spokane Street Rehabilitation Contract Amendment and Contingency

Andrew Arbini
Projects Division Manager, Public Works
March 4, 2025



Spokane Street Rehabilitation Project



Extended Paving Limits

- May 2024 - ITD request to extend Spokane Street paving limits North to Seltice Way
- June 2024 - ITD Cooperative Agreement authorized ITD to pay the City \$700,000
- June 2024 – Design and construction phase services for ITD District 1 work
- August 2024 - Negotiated Change Order with Interstate Concrete and Asphalt

ITD Additional Paving – Welch Comer

Engineering & CMS (June 18, 2024)	\$ 90,000.00
Engineering & CMS (March 4, 2025)	<u>\$ 45,000.00</u>
Sub-Total (ITD District 1 Project Work)	\$ 135,000.00
Revised contract total (Amendments 1 through 6)	\$ 309,150.00

- Staff requests a \$5,000 contract contingency with Welch Comer
- **Total request this evening: \$50,000**

ITD Additional Paving – Interstate Concrete & Asphalt

ITD District 1 Paving Extension	\$ 421,660.65
Interim Patching Change	<u>\$ 36,732.00</u>
Sub-total (ITD District 1 Project Work)	\$ 458,392.65
Revised Contract Total (Change Order 1 through 4)	\$ 1,356,300.45

- Request to Replace Interstate’s Contingency (10% of Sub-total)
- **Total request this evening (Interstate Contract): \$46,000**

ITD Additional Paving - Financial Summary

ITD District 1 Paving Extension	\$ 421,660.65
Interim Patching Change	\$ 36,732.00
Request to replace Interstate's Contingency (10%)	\$ 46,000.00
Engineering & CMS (June 18, 2024)	\$ 90,000.00
Engineering & CMS with Contingency (March 4, 2025)	<u>\$ 50,000.00</u>
Total with Contingencies for ITD D1 Project Work:	\$ 644,392.65

- Funding provided by ITD Cooperative Agreement: \$700,000

Spokane Street Rehabilitation – Contracted Totals



- ITD District 1 Project Work:
I-90 to Seltice Way:
\$ 593,392
(ITD Agreement: \$700,000)
- Strategic Initiatives Grant:
Spokane River Bridge to I-90:
\$ 1.15 Million
(Grant Award: \$1.17 Mil.)



Schedule and Project Information

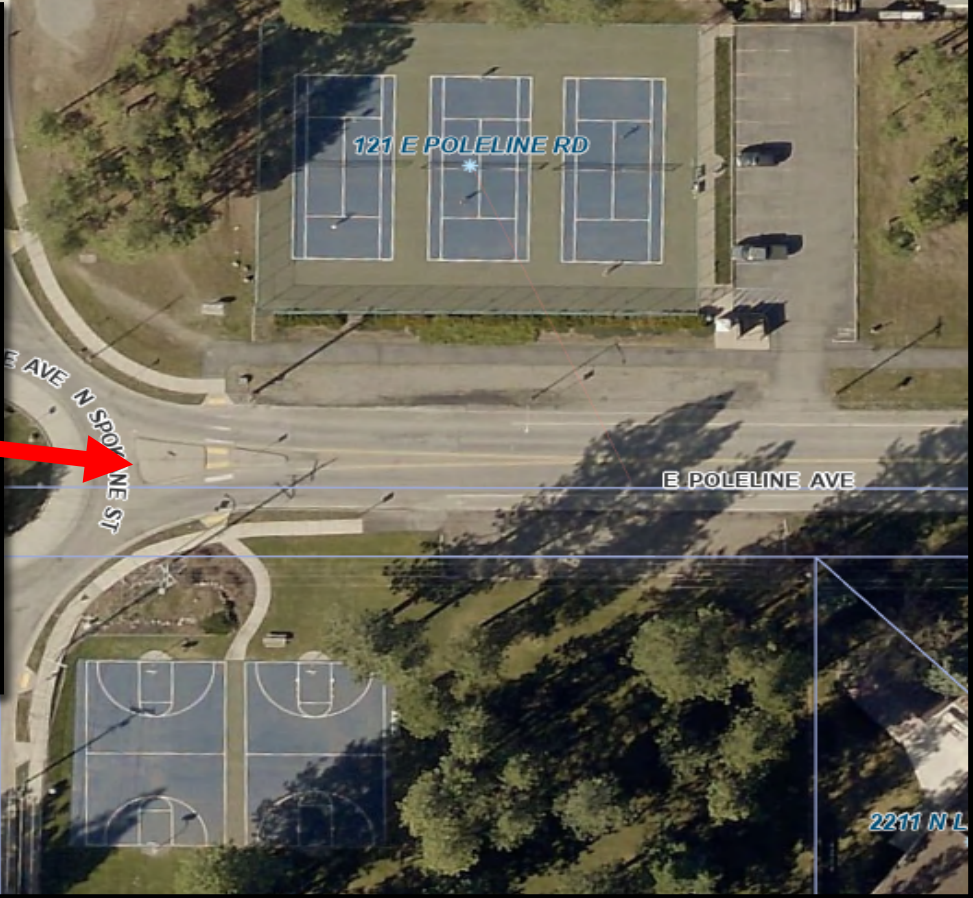
- Resume project work: April 7, 2025
- Expected project completion: May 28, 2025

What to expect:

- Traffic revisions will include detours and limited I-90 ramp closures. Coordinating with the SH-41 Interchange Project
- Day and nighttime work
- Publish Notices and project updates to the city website and social media.

Additional Street Repair

Spokane Street and Poleline Avenue Roundabout



- Spokane Street and Poleline Roundabout
- Identified by Streets Division for pavement rehabilitation
- Assume sub-grade and asphalt pavement replacement
 - Availability, scope of work and minimizing disruptions to traffic
- Draft scope of design and construction services with Welch Comer
- Option to negotiate a contract change order with Interstate

Next Steps

Resume Spokane Street Construction Work: 4th Avenue to Seltice Way

- Anticipated from April thru May 2025

Amendment with Welch Comer for Spokane Street and Poleline Ave Roundabout

- Design will be used for contractor to submit a contract change proposal
- Primarily funded with Streets Funding; However, any remaining Grant Funds could be applied to the project.

Questions



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/4/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Rehabilitation, Contract Contingency with Interstate Concrete and Asphalt

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the replacement of a contract contingency with Interstate Concrete and Asphalt for the ITD District 1 project work, as part of the Spokane Street Rehabilitation project.

DISCUSSION:

In 2024, after the City awarded a construction bid to Interstate Concrete and Asphalt to repair Spokane Street from the Spokane River bridge to the I-90 right of way, City Council also approved a request from the Idaho Transportation Department (ITD). The resulting Cooperative Agreement authorized ITD to pay the City a lump sum of \$700,000 for the related costs to extend the city's paving limits to rehabilitate the pavement and sub surface between the I-90 Eastbound ramps and the intersection of Seltice Way. ITD is the responsible entity for maintenance of this section of street. In August 2024, City Council approved a negotiated change order with the city's contractor, Interstate Concrete and Asphalt to add this additional work.

Following the August City Council meeting, changes occurred in the project sequencing and traffic control phasing that delayed the start date for this additional work. In October, Interstate negotiated a postponement and a Winter shutdown with the ITD District 1 Staff, for this portion of the Spokane Street project. The primary consideration included concerns of changing weather conditions and the ability to complete the full scope of pavement rehabilitation before Winter season. This contract change included an interim pavement repair plan to address ITD's concerns of known problem areas in this section of Spokane Street. Temporary pavement patching was completed in late October of 2024 to mitigate pavement maintenance concerns through the Winter season. The negotiated change order totaled \$36,732 and was authorized by the Public Works Director, utilizing contract contingency funds, previously approved by City Council and which will be reimbursed as part of ITD's payment to the City.

Prior to the start of construction, City Staff requests an additional contract contingency for unforeseeable events or items that would benefit ITD and/or the City of Post Falls transportation system. The requested contingency is for \$46,000. Construction work is scheduled to resume April 7, 2025. Project completion is expected by June 2025

Project expenses, including this request for contingency, will be funded from the \$700,000 received by ITD and will be tracked separately from the city's original scope of the Spokane Street project. The total project costs for the ITD District 1 Maintenance work which includes design and construction management services and contingencies, are expected to be less than the \$700,000 agreed to in the Cooperative Agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 6, 2024 – Contract Change Order to Extend Paving Limits
June 18, 2024 – Engineering Services Amendment to Agreement
June 18, 2024 – Cooperative Agreement with the Idaho Transportation Department
May 7, 2024 – Staff Report and Project Update
April 2, 2024 – Engineering Services Contract Amendment
February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the additional paving work and as described in this memo is provided by ITD as outlined in the Cooperative Agreement (Agreement No. 7493). Council approval is requested for the replacement of a contract contingency with Interstate. In the event additional work or contract changes are required, the Public Works Director or his designee will authorize changes up to the contingency in the amount of \$46,000. Interstate's contract total for the Spokane Street Rehabilitation project is \$1,356,300.45

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/4/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: City of Post Falls Parade Code

ITEM AND RECOMMENDED ACTION:

Staff recommends Council provide direction in bringing forward a final Parade ordinance to the next Council meeting for adoption.

DISCUSSION:

Background:

Currently, the City of Post Falls supports a single annual parade—the Post Falls Festival—hosted by the Post Falls Community Ambassadors (PFCA) with assistance from the Post Falls Chamber. The Chamber facilitates application processing and sponsorship, while the City provides traffic management, security, and logistical support. These efforts include planning assistance, golf carts, cones, sandwich boards, and staff resources. A prior Council presentation on this matter was held on May 7, 2024.

Policy Development Recommendation:

Given the rising costs and strain on city resources, the existing informal approach to parade management is no longer sustainable. The estimated cost to the City for staffing is approximately \$11,000, placing a significant burden on the Police Department and other support departments. To ensure the continued success and safety of parade events, a formal policy is recommended that provides clear guidance for applicants and city staff. The proposed policy aims to:

- Establish clear application procedures and requirements.
- Expand parade opportunities beyond the current single event.
- Ensure public safety and efficient resource allocation.
- Reduce reliance on city staff for operational support.

Proposed Ordinance Highlights:

Under the proposed ordinance, all parade organizers will be required to apply for a Parade Permit, providing a fully developed plan that includes:

- Date and time of the event.
- Parade route and approximate size.
- Traffic management and control plan, including necessary street closure applications.
- Certificate of Insurance.
- Hold Harmless Agreement to protect the City from liability.

Next Steps and Timeline:

- Present the updated ordinance to Council for review and adoption.

- Submit the proposed Fee Resolution for Council consideration.
- Hold a Public Hearing for discussion and finalization of fees.
- Publish the adopted ordinance and implement the approved fees.
- Notify the Post Falls Chamber and Post Falls Community Ambassadors of the new policy and implementation timeline.

Conclusion:

The adoption of a formal parade policy will provide a structured and sustainable approach to managing community parades, ensuring safety, cost efficiency, and equitable access to parade opportunities. We look forward to the Council's feedback and guidance on moving forward with this initiative.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Parade Policy Presentation, May 7, 2024.

APPROVED OR DIRECTION GIVEN:

Council directed staff to move forward with developing a formal Parade policy for consideration and adoption, along with establishing Parade fees by resolution.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Neutral. The ordinance and future fee resolution will provide for reimbursement of city costs associated with parades.

BUDGET CODE:

Finance will create a new revenue code for this item.

ATTACHMENTS:

1. May 7 2024 City Council Meeting Memo
2. 2025.02.21 ORD Parade
3. 2025.02.21 Post Falls Parade Application copy
4. Parade Policy Presentation March 4th

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/7/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud

SUBJECT: Community Parade Support Request - Nonprofit Application

ITEM AND RECOMMENDED ACTION:

The Post Falls Community Ambassadors have submitted a request to the City for assistance with the Post Falls Festival Parade. Unlike many other cities, the City of Post Falls has no specific regulations regarding parades and the use of city staff to support parades. Staff is asking Council for direction on developing a policy regarding parade support.

DISCUSSION:

The Post Falls parade has been hosted by the Post Falls Ambassadors for a number of years after the Chamber stepped down from this task.

For the last several years, the following protocols have been used for the parade:

- Post Falls Community Ambassadors obtained insurance for the parade.
- Post Falls Chamber accepted/processed parade applications.
 - The application fee and sponsorships were collected by the PF Community Ambassadors.
- The City of Post Falls Police executed agreements with ITD to use Seltice Way.
 - This process needs to change, because the Chief can't agree on behalf of the city and the city can't assume the liability for the Chamber or the Community Ambassadors.
- Once applications were received, the PF Police Department, PF Community Ambassadors, and PF Chamber would meet and determine the order of the parade applicants.
- The day of the parade, the Post Falls Police and Streets departments closed off the intersections. PD staffed the closed intersections during the parade and walked the parade route and provided some cars for the parade.
- Capt. Mealer followed the last parade entrant to mark the end of the parade. Officers opened intersections and street department employees picked up the cones after Capt. Mealer passed.
- A total of 24 PD staff assisted with the parade, along with a few volunteers and 4/5 streets personnel. Staff were paid overtime for their work supporting the parade.
 - This required approximately 175 hours of staff time.
 - The approximate personnel cost to the city is \$11,000. This does not include any overhead or supply costs for this support.
- The city provided golf carts, clip boards, cones, sandwich boards, etc.

Recommendations: The current model for the parade is not sustainable long-term and staff recommends the City adopt a policy and corresponding fee resolution containing the following information:

- The city to adopt special event/parade fees like the example cities provided.

- Application fee for processing.
- Rental fee for items provided.
- Street closure fees.
- Personnel cost fee.
- The city to adopt a policy outlining the parameters, staff commitment, street closures, and rental options like example cities provided.
- The PD would provide officers for security purposes only.
- Traffic management, including intersection closures, would be provided by a traffic management company hired by the parade sponsor.
- Any staging would be handled by the above company or volunteers organized by the parade host.
- The parade host would fill out all appropriate road closure agreements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Any support provided for parade events would come from the general fund.

BUDGET CODE:

Budget codes would be identified in the recommended policy.

ATTACHMENTS:

1. Parade application
2. Example Cities Parade Regulations
3. CA Enderud Memo PFPD hours for parade

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 CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION SHALL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; 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 responsible for maintaining public safety, order, and efficient management of public spaces, including streets, sidewalks, and rights-of-way; and

WHEREAS, the City of Post Falls recognizes the importance of parades, funeral processions, and public assemblies as a form of public expression and community engagement; and

WHEREAS, the City seeks to ensure that parades, funeral processions, and temporary street closures are conducted in a manner that minimizes disruption to traffic flow, emergency services, and local businesses while safeguarding participants and the general public; and

WHEREAS, the current Chapter 10.28 of the Post Falls Municipal Code requires updates to clarify permitting requirements, establish clear application procedures, and provide enforcement mechanisms consistent with best practices and legal standards; and

WHEREAS, the Mayor and City Council of the City of Post Falls find it necessary to amend Chapter 10.28 to enhance the permitting process, streamline enforcement, and ensure fair and consistent application of the law; and

WHEREAS, after the recommendation of the Administration and Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Chapter 10.28 is repealed, and a new Chapter 10.28 is adopted as follows:

Chapter 10.28 Parades, Funeral Processions, and Temporary Street Closures

10.28.010. Definitions.

Words in this title used in the present tense include the future; the plural includes the singular; the words "must," "shall" and "will" indicate a mandatory requirement, while the word "may" indicates that discretion may be used; and the words "used" or "occupied" are considered to be followed by the words "or intended, arranged, or designed to be used or occupied."

Unless the context indicates otherwise, the following terms, used in this title, have the following meanings:

Applicant means any *Person* applying for a *Permit* pursuant to this article.

Chief of Police means the chief of police of the City of Post Falls or their authorized designee.

City Clerk means the city clerk of the City of Post Falls or their authorized designee.

Community Development Director means the community development director of the City of Post Falls or their authorized designee.

Event means any organized gathering, including but not limited to *Parades*, *Funeral Processions*, public assemblies, festivals, parties, temporary street closures, and other activities that require the use of public streets, alleys, sidewalks, or rights-of-way, and that may impact traffic flow, public safety, or city services.

Fire Chief means the fire chief of the Kootenai County Fire and Rescue or their authorized designee.

Funeral Procession means a procession of vehicles traveling together to a burial site, crematory, or funeral service as part of a funeral ceremony.

Parade means a procession consisting of persons, animals, floats, or other vehicles, or a combination thereof, in a *Public Street or Alley*.

Permit means any permit as required by this chapter. An approved application will serve as the permit.

Permittee means any *Person*, firm, partnership, association, corporation, company, or organization of any kind granted a *Permit* for a *Parade*.

Person means a person, firm, partnership, association, corporation, company, or organization.

Public Street or Alley means any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder, parkway, right-of-way, or median strip thereof.

Public Works Director means the public works director of the City of Post Falls or their authorized designee.

Spontaneous Event means a gathering for First Amendment expressive activity that occurs in response to breaking or emerging news.

10.28.020 Permits.

- A. **Permits Required.** It is unlawful for any *Event* to occupy, close, march upon, or proceed along any *Public Street or Alley* except in accordance with a *Permit* issued by the *City Clerk*, in compliance with this Chapter and all applicable local, state, and federal laws. This

requirement does not apply to *Spontaneous Events*, subject to section 10.28.090 of this Chapter.

- B. **Application for Permits.** An *Applicant* must obtain an application form from the city and file a completed application with the *City Clerk*. An application for a *Permit* that does not require a new or modified traffic control plan shall be filed at least five (5) business days, but not more than one (1) year, before the date of the proposed *Event*. An application for a *Permit* that requires a new or modified traffic control plan shall be filed at least ten (10) business days, but not more than one (1) year, before the date of the proposed *Event*. Late applications will not be accepted.

The *City Clerk* will forward a completed and timely filed application to the appropriate city departments and outside agencies for comments, including, but not limited to, the police department, fire district, parks and recreation department, and community development department. City departments and outside agencies may request information from the *Applicant* that is necessary to show compliance with applicable provisions of law. Information may be requested on the *Permit* application form or through written or oral inquiries.

Only one (1) *Permit* may be issued for each exact date and location. The *City Clerk* shall issue *Permits* on a first come, first served basis.

Permit application fees will be set by resolution of the city council. The application fee must be paid at the time an application is filed. The fee is non-refundable unless the application is withdrawn on the same date it is submitted.

- C. **Conditional approval.** Based on the factors listed in this section and in accordance with the time, place, and manner restrictions outlined in section 10.28.060 of this Chapter, the *City Clerk* may authorize a *Permit* for an *Event* on a date, at a time, for a duration, at a location, or in a manner different than that requested by the *Applicant*. In such a case, the *City Clerk* may propose a conditional *Permit*, setting forth conditions that differ from those proposed by the *Applicant*. If the *Applicant* desires to accept such conditions, then the *Applicant* shall consent to such conditions in writing within five (5) business days from the date of the *City Clerk's* notice of determination. Upon written consent by the *Applicant* to the conditions, the *City Clerk* shall issue the *Permit*.

D. **Standards for denial.** The *City Clerk* may deny an application for a *Permit* when the *City Clerk* finds that:

1. The *Applicant* failed to file a complete application;
2. The *Applicant* failed to file an application timely;
3. The *Applicant* failed to pay the full application fee;
4. The application contains false information;
5. The *Applicant* has, on prior occasions, made material misrepresentations regarding the nature or scope of a *Event*;
6. The *Applicant* has violated terms of prior *Permits* issued to the *Applicant*;
7. The *Event* would interfere with another *Event* for which a *Permit* has been issued;
8. Sufficient emergency services, such as police, fire, and ambulance, are not available for the *Event*;
9. The *Event* would prevent or unreasonably inhibit emergency services from being provided to the public;
10. The *Event* would unreasonably impact private businesses;
11. The *Event* presents an unreasonable risk to public safety;
12. The *Event* would cause damage to public property;
13. There is clear and convincing evidence that the *Applicant* intends to engage in violence during the *Event*; or
14. The *Applicant* failed to demonstrate compliance with applicable laws and regulations, including, but not limited to, the requirements of this chapter, Idaho Code, or the Idaho Department of Transportation.

E. **Time for determination.** The *City Clerk* shall act on an application for a *Permit* that does not require a new or modified traffic control plan within three (3) business days from filing a completed application. The *City Clerk* shall act on an application for a *Permit* that requires a new or modified traffic control plan within five (5) business days from filing a completed application. However, if other city departments request additional information, then the time for acting on an application shall be extended by the number of days that it takes the *Applicant* to satisfactorily respond to such request for additional information, not to exceed two (2) additional business days for a *Permit* that does not require a new or modified traffic

control plan or five (5) additional business days for a *Permit* that requires a new or modified traffic control plan.

- F. **Notice of determination.** The *City Clerk* shall notify the *Applicant* in writing of the director's determination. If the *City Clerk* determines to deny the *Permit*, then the written notice of determination shall set forth the reason(s) for denial, and the *Applicant* shall have the right of appeal set forth in section 10.28.100 of this Chapter.
- G. **Hold Harmless Agreement.** At the time of application, the *Applicant* must sign a hold harmless agreement provided by the City wherein the *Applicant* agrees to defend, indemnify, and hold the City of Post Falls, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or otherwise wrongful acts or omissions of the *Applicant*, its officers, agents, or employees related in any way to the *Permit*.
- H. **Additional amenities.** Upon or after *Permit* issuance, the *City Clerk* may require the *Applicant* to provide specific amenities, such as portable toilets, garbage cans, security, and signage, based on the anticipated number of participants and the area in which the *Event* will be held. The city may, but shall be under no obligation to, provide additional services to the *Applicant*.

10.28.030 Parades.

- A. **Application Requirements.** Each *Parade Permit* application must include:
 - 1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
 - 2. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Person* in charge of the *Parade*, if different from the *Applicant*;
 - 3. The date when the *Parade* is to be conducted;
 - 4. The name of the *Parade*, if any;
 - 5. The time the *Parade* will begin to form and the time the *Parade* will begin movement;
 - 6. The place where the *Parade* will form;
 - 7. The route of the *Parade*;
 - 8. The place and time the *Parade* will disband;
 - 9. The approximate number of participants, not including spectators, who will participate in the *Parade* and the maximum number who will be allowed to participate;

10. The approximate number of marchers, animals, floats, automobiles, or other vehicles in the *Parade*;
 11. The *Applicant's* prior *Parade* history within the City of Post Falls; if the *Applicant* has not previously applied for or conducted a *Parade* within the City of Post Falls, then the *Applicant's* prior *Parade* history within the State of Idaho; in either case, the *Applicant* shall indicate the number of *Parade* or similar permits for which the *Applicant* has previously applied;
 12. A certification that the *Applicant* will comply with the city's nuisance regulations, as outlined in Post Falls Municipal Code Chapter 8.04;
 13. A thorough plan for controlling disorderly or violent conduct if such might reasonably be expected;
 14. A traffic control plan drawn up by an engineering firm or by a traffic control supervisor;
 15. A plan for sanitary and medical facilities;
 16. A plan for cleanup;
 17. The certificate(s) of insurance and additional insured required by this Chapter;
 18. A statement that the *Parade* shall continue to move in a reasonable manner and that any willful and excessive delay of said *Parade*, except when reasonably required for safety, shall constitute a violation of the *Permit*;
 19. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
 20. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Parade*; and
 21. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.
- B. **Insurance Requirements.** At its sole expense, the *Applicant* must procure and maintain liability insurance in full force and effect. By requiring insurance herein, the City of Post Falls does not represent that coverage and limits are necessarily adequate to protect the *Applicant*. Such coverage and limits shall not be deemed a limitation on the *Applicant's* liability under the indemnities granted to the City of Post Falls in the hold harmless agreement referenced in section 10.28.020 G. of this Chapter. An authorized representative

of the *Applicant's* insurance carrier must sign all certificates of insurance. Certificates must show the following minimum coverages:

1. Workers' compensation insurance meeting the statutory requirements of the State of Idaho, if applicable.
2. Commercial general liability insurance, if applicable, providing limits of liability in the following amounts:
 - General aggregate: Two million dollars (\$2,000,000);
 - Product/Completed Operations Aggregate: Two million dollars (\$2,000,000);
 - Personal & Advertising Injury Liability: One million dollars (\$1,000,000);
 - Per occurrence: One million dollars (\$1,000,000);
 - Damage to Premises Rented: Fifty thousand dollars (\$50,000);
 - Automobile Liability: Five hundred thousand dollars (\$500,000.00) per occurrence.
3. The City of Post Falls must be listed as an additional insured.
4. The *Applicant* shall keep the workers' compensation, commercial general liability, and comprehensive automobile liability insurance policies required herein in effect for the duration of the *Parade*.

10.28.040. Funeral Processions.

A. **Application Requirements.** Each *Funeral Procession Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. The date when the *Funeral Procession* is to be conducted;
3. The time the *Funeral Procession* will begin to form and the time the *Funeral Procession* will begin movement;
4. The route of the *Funeral Procession*;
5. The place and time the *Funeral Procession* will disband;
6. The approximate number of participants who will participate in the *Funeral Procession*;
7. A statement that the *Funeral Procession* shall continue to move in a reasonable manner and that any willful and excessive delay of said *Funeral Procession*, except when reasonably required for safety, shall constitute a violation of the *Permit*;

8. A certification that the *Applicant* agrees to adhere to and be bound by all commitments and requirements outlined in the application;
9. Any requests for exceptions from the requirements established by this chapter due to unique circumstances associated with the *Funeral Procession*; and
10. Such other information as the *Public Works Director, Chief of Police, Fire Chief, or Community Development Director* may be deemed reasonably necessary.

B. **Identification.** A *Funeral Procession* of Vehicles shall be identified as such by such method as may be determined and designated by the *Chief of Police*.

C. **Driver Compliance.** Each driver in a *Funeral Procession* shall follow the lead of the Vehicles ahead as closely as may be practical and safe.

10.28.050. Temporary Street Closures.

A. **Application Requirements.** Each temporary street closure *Permit* application must include:

1. The full name, street address, telephone number, email address, and facsimile number, if any, of the *Applicant*;
2. Specific streets or portions to be closed, including cross streets;
3. The exact date(s) and start/end time(s) for the proposed closure. If applicable, include setup and teardown times;
4. The purpose of the closure, including a description of the *Event* or activity requiring the closure.
5. A detailed plan demonstrating compliance with the Manual on Uniform Traffic Control Devices (MUTCD), including proposed barricades, detour routes, and signage placement;
6. Description of measures to ensure emergency vehicle access and coordination with emergency services if necessary;
7. Documentation of efforts to notify affected residents, businesses, or property owners about the closure, including methods of communication (e.g., flyers, mailers, or public notices);
8. Proof of liability insurance if required by the city, naming the city as an additional insured party; and

9. Any other documentation or conditions the *City Clerk* requires to ensure public safety and minimal disruption.

B. **Approval Criteria.** The *City Clerk* may issue a *Permit* for a temporary street closure, such as for a party, festival, or special event, only if the following conditions are met. The city may impose additional mitigation measures as necessary:

1. The flow of traffic within the community and within the adjacent neighborhood will not be adversely or unnecessarily affected.
2. The provision of emergency services would not be adversely affected by the temporary closure.
3. The hours of closure will not unreasonably disrupt the peaceful enjoyment of the use of adjoining lands and buildings.
4. The organizers have made a good faith effort to notify all households adjoining the street section to be closed and have designed *Events* to minimize impairment of access to adjoining land uses.
5. The street closure signage and control plan is in substantial compliance with the "Manual On Uniform Traffic Control Devices."

10.28.060. Time, Place, Manner Restrictions.

The terms and conditions of a *Permit* shall not infringe upon rights of petition, assembly, or free expression protected by the First Amendment of the United States Constitution and/or the Idaho Constitution. However, the City of Post Falls may impose reasonable time, place, and manner restrictions in accordance with applicable law.

The following restrictions shall apply:

- A. The *Permittee* and participants must comply with the *Permit's* event-specific conditions.
- B. *Events* may only occur between 7:00 a.m. and 11:00 p.m.
- C. No *Event* shall exceed three (3) hours in length. City street setup and dispersal, including barricade removal, shall not be included in such time limit.
- D. All participants shall assemble for the *Event* at the time and in the location designated in the *Permit* and shall disperse from public property after the conclusion of the *Event* so that regular traffic patterns can be restored.

10.28.070. Street Closures - Driving Through Prohibited.

It is unlawful for a driver of a Vehicle to drive between the Vehicles comprising *Parade*, *Funeral Procession*, or other authorized procession while they are in motion and when such Vehicles are conspicuously designated. It is unlawful to drive through or across a *Parade* or *Funeral Procession* in progress or through a street that has been temporarily closed. The foregoing prohibitions shall not apply when authorized by a police officer or other authorized monitor of the street closure.

10.28.080 Enforcement and Revocation.

- A. The *Chief of Police* may revoke *Permits* in cases of non-compliance, public safety threats, or violations of *Permit* conditions.
- B. Written notice of revocation shall be provided, and appeals may be filed within 48 hours.

10.28.090 Spontaneous Events.

Spontaneous Events are exempt from prior permitting but must not block traffic or impede public safety services without prior approval from the *City Clerk*.

10.28.100 Appeals Process.

An *Applicant* for a *Permit* shall have the right to appeal the *City Clerk's* conditional approval or denial of a *Permit* to the city administrator's department within forty-eight (48) hours after receipt of the notice of denial or conditional approval. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The city administrator's department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police*, *Fire Chief*, parks and recreation director and *Community Development Director*; the written decision of the *City Clerk*; and the notice of appeal. The city administrator's department shall issue a decision before the planned date and time of the *Event* and, in any event, within seven (7) business days from the date the notice of appeal is filed with the *City Clerk*. The city administrator's department decision shall be final and binding.

A *Permittee* who has been issued a *Permit*, which has been revoked pursuant to section 10.28.080 of this Chapter, shall have the right to appeal such revocation to the city administrator's department

within forty-eight (48) hours after receipt of written notice of revocation. An *Applicant* must file a written notice of appeal with the *City Clerk* setting forth the specific bases of appeal. The city administrator's department may hold a hearing on the appeal or issue a decision without holding a hearing based on the application materials submitted; comments from city and agency staff including, but not limited to, the *Chief of Police*, *Fire Chief*, parks and recreation director, and *Community Development Director*; the written decision of the *City Clerk* to issue the *Permit*; the written notice of revocation; the evidence relied upon in deciding to revoke the *Permit*; and the notice of appeal. The city administrator's department shall issue a decision prior to the planned date and time of the *Event* and, in any event, within two (2) business days from the date the notice of appeal is filed with the *City Clerk*. The city administrator's department decision shall be final and binding.

10.28.110 Penalties.

It shall be unlawful for any *Person* to knowingly conduct or participate in a permitted *Event* in violation of any of the terms or conditions of said *Permit*.

Any *Person* who violates or fails to comply with the provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be punished as set forth in chapter 1.24 of this Code.

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 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 5. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

SECTION 6. 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 7. 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

DRAFT

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 CHAPTER 10.28 OF THE POST FALLS MUNICIPAL CODE RELATING TO PARADES, FUNERAL PROCESSIONS AND TEMPORARY STREET CLOSURES; ESTABLISHING PERMITTING REQUIREMENTS AND REGULATIONS FOR EVENTS IMPACTING PUBLIC STREETS, ALLEYS, AND RIGHTS-OF-WAY; PROVIDING FOR DEFINITIONS, APPLICATION PROCEDURES, APPROVAL CRITERIA, INSURANCE REQUIREMENTS, AND TIME, PLACE, AND MANNER RESTRICTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES, AND APPEALS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING THAT ADOPTION SHALL NOT AFFECT THE PROSECUTION OF VIOLATIONS, THE COLLECTION OF PENALTIES, THE VALIDITY OF PRIOR ACTIONS, OR MATTERS PENDING; 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 amends Chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events and provides for repeal of conflicting ordinances 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 amends Chapter 10.28 of the Post Falls Municipal Code regarding parades, funeral processions, and temporary street closures. This ordinance updates definitions, establishes detailed permit application requirements, provides a structured review and approval process, outlines insurance and indemnification obligations, and strengthens enforcement and revocation provisions. The ordinance ensures that events requiring temporary street closures are conducted safely, efficiently, and with minimal disruption to public services and local businesses. The ordinance also clarifies exceptions for funeral processions and spontaneous events, 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

Parade Permit Application

This form must be filled out in accordance with Post Falls Municipal Code, Chapter 10.28.

NAME OF EVENT		TODAY'S DATE
PERSON OR ORGANIZATION IN CHARGE:	ADDRESS	
APPLICANT	PHONE	FAX
APPLICANT ADDRESS	EMAIL	DATE(S) OF EVENT

An application that does not require a new or modified traffic control plan must be filed **at least** five (5) business days, but not more than one (1) year, in advance of the date of the proposed parade.

An application for a permit that requires a new or modified traffic control plan must be filed **at least** ten (10) business days, but not more than one (1) year, in advance of the date of the proposed parade.

Late applications will not be accepted.

ATTACH MAP SHOWING PROPOSED PARADE ROUTE	THE PARADE WILL BEGIN MOVING AT:	AM/PM
SET UP WILL BEGIN AT:	AM/PM	CLEAN UP/TEAR DOWN WILL BE COMPLETE BY:
LOCATION PARADE WILL FORM:	LOCATION PARADE WILL DISBAND:	AM/PM

The Applicant understands that the parade must continue to move in a reasonable manner and that any willful or excessive delay of the parade, except when required for safety, constitutes a violation of the permit.

INITIAL _____

APPROX # OF PARTICIPANTS, NOT INCLUDING SPECTATORS	
APPROX # OF MARCHERS, ANIMALS, FLOATS, AUTOS, ETC	

List all exceptions from the requirements of the Post Falls Parade regulations being requested and the unique circumstances related with this event, that justify the exception. Additional sheets may be attached as necessary.

APPLICANT'S PRIOR PARADE HISTORY, INCLUDING NUMBER OF PERMITS FOR WHICH YOU HAVE PREVIOUSLY APPLIED:

Please note: The City does not provide additional garbage cans for events. The event organizer is responsible for that need and is expected to pack in and pack out all items pertaining to the event.

Please address the following (Attach supporting documentation where required or necessary.)

FIRST AID PLAN (DESCRIBE):
SECURITY PLAN (DESCRIBE):
CLEANUP PLAN (DESCRIBE):

SANITARY AND RESTROOM PLAN (DESCRIBE):	
I AGREE TO COMPLY WITH THE CITY'S NUISANCE REGULATIONS, CHPT 8.04	
INITIAL _____	
FEE CHART: TYPE OF APPLICATION	FEE AMOUNT
APPLICATION FOR A FIRST TIME PARADE THAT DOES REQUIRE A NEW OR MODIFIED TRAFFIC CONTROL PLAN	\$
APPLICATION FOR RECURRING PARADE THAT DOES NOT REQUIRE A NEW OR MODIFIED TRAFFIC CONTROL PLAN	\$

Notice: By my signature affixed below, I am applying for a City of Post Falls parade permit on behalf of the sponsor identified above. I agree that all statements made in this application are true and agree to be bound by all comments and commitments made in this application.

EVENT SPONSOR PRINTED NAME: _____ SIGNATURE: _____ DATE: _____

Please submit a completed request form, fees and all attachments to: City of Post Falls City Clerk's Office, 408 N. Spokane St., Post Falls, ID 83854
Email or call City Clerk with questions: @postfalls.gov 208.773.3511

----- **CITY STAFF USE ONLY BELOW THIS LINE** -----

INSURANCE PROVIDED	Yes ☐	No ☐
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""This section for City use only.""					
	DEPARTMENT	APPROVAL	DATE	NITIALS	COMMENTS
1	POLICE DEPT.				
2	FIRE DISTRICT				
3	PARKS & REC				
4	PUBLIC WORKS/STREETS				
5	ENGINEERING				
CITY CLERK:		DATE		APPROVED	DENIED
COMMENTS/CONDITIONS:					

EXHIBIT A INSURANCE

- A. Applicant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, the City of Post Falls does not represent that coverage and limits are necessarily adequate to protect Applicant, and such coverage and limits shall not be deemed as a limitation on Applicant's liability under the indemnities granted to the City of Post Falls in this agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the Event. All certificates must be signed by an authorized representative of Applicant's insurance carrier.
- C. Certificates shall be mailed or delivered to:
- City Clerk
City of Post Falls
408 N Spokane St.
Post Falls, Idaho 83854
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.
 3. COMPREHENSIVE AUTOMOBILE LIABILITY insurance including, as applicable, owned, non-owned, and rented autos, in an amount of not less than \$500,000 per occurrence, combined single limit, written on an occurrence form.
- E. The Commercial General Liability policy carried by Applicant pursuant to this agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against the City of Post Falls and its elected officials, agents, employees, successors and assigns. Applicant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.



Community Parade Policy Discussion

Shelly Enderud, City Administrator
Field Herrington, Legal Director
March 4, 2025

Current Parade Practices/Background

- One Parade – Post Falls Festival
- Post Falls Community Ambassadors “Host”
- Post Falls Chamber assists and accepts applications
- PFCA receive application and sponsor fees
- City provides traffic management, security, assistance with planning, golf carts, clip boards, cones, and sandwich boards
- Prior Council presentation May 7, 2024

Policy Development Recommendation

- The current practice is not sustainable
 - Estimated cost to city for staffing is \$11,000
 - Puts a strain on PD staffing and support departments
- Formal policy is desired
 - Clear direction for applicants and staff
 - Provides for additional parade opportunities
 - Ensure safety of citizens, participants, and city staff
 - Reduce dependency on city staff

Proposed Ordinance Highlights

- Applicant must apply for a required Parade Permit
 - Fully developed plan from start to finish
 - Date and time of parade
 - Route
 - Approximate size of parade
 - Traffic management control plan
 - Including street closures applications
 - Certificate of Insurance
 - Hold Harmless Agreement

Next Steps and Timeline

- Bring Updated Ordinance back to Council for adoption
- Bring Fee Resolution to Council
 - Public Hearing and Discussion
 - Adoption and implementation of final fees
- Publish Ordinance and implement fees
- Notify Post Falls Chamber and Post Fall Community Ambassadors of Adoption

Questions?



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Ross Point Road Cycle Track - Professional Services Agreement

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor to sign and enter into a Professional Services Agreement between the City and JUB Engineers for Project Management, Design and Construction Management services related to the Ross Point Cycle Track.

DISCUSSION:

In June 2023 the City of Post Falls entered into a Cooperative Construction Agreement with the State of Idaho for the I-90 / SH41 Interchange (ITD Project A02(442)). Within the agreement, the City paid the State for the construction of a two-way curb-separated bicycle facility along Ross Point Road from Seltice Way to 3rd Ave., also known as a "cycle track". Federal funding for the interchange project did not allow for the inclusion of any improvements south of 3rd Ave. Based on existing roadway geometry, and desiring to maximize visibility along the roadway, the best location for a transition between traditional bicycle lanes and the cycle track is at 2nd Ave.

City Staff negotiated a scope of services with JUB Engineers to complete construction plans and specifications that would facilitate completion of the cycle track between 3rd Ave. and 2nd Ave. Construction of these improvements would need to be completed in coordination with ITD's improvements between Seltice Way and 3rd Ave. Construction is estimated for late 2025.

The cost for services is estimated at \$22,300. Lump sum costs for Design and Project Management are \$9,800. Time and material costs for Bid Phase and Construction Management are estimated at \$12,500. Staff would request a contingency allowance of \$2,000. Total project development costs not to exceed \$24,300.00

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$24,300.00 (Multi-modal Impact Fees)

BUDGET CODE:

037-431.1305.62040 (Multi-modal Impact Fees)

ATTACHMENTS:

1. Agreement - Ross Point Cycle Track

2. Exhibit A-1 - Scope of Services
3. Exhibit A-2 - Construction Phase Services
4. Ross Point Road - Cycle Track

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Engineering Department
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfalls.gov

City Project Manager: Rob Palus, City Engineer. Phone: (208) 773-4235.
Email: rpalus@postfalls.gov

CONSULTANT:

J-U-B Engineers, Inc.
7825 N Meadowlark Way, Coeur d'Alene ID 83815
Firm Project Manager: Angela Comstock, Program Manager. Phone: (208) 783-7482
Email: acomstock@jub.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 J-U-B Engineers, Inc. having offices for the transaction of business at 7825 N Meadowlark Way, Coeur d'Alene ID 83815 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain professional design services, 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 a lump sum basis, listed in the Basis of Fee and Schedule of Services section of **Exhibit “A”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$22,300 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. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

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 thirty (30) 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 Engineering 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 thirty (30) days prior written notice to the Policy Holder, who shall notify the City of Post Falls within three (3) days.

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 less.

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 less. 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. Use or reuse of the Consultant's work for any purpose other than intended by the Agreement shall be at the City's own risk.

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” Agreement for Professional Services; and
- 3. Exhibit “B” Nondiscrimination Requirements;

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


Angela Comstock, Program Manager
J-U-B Engineers, Inc.

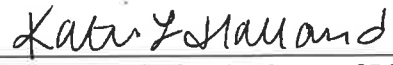
Date: February 19, 2025

State of Idaho)
 : ss
County of Kootenai)

On this 19 day of February, 2025 before me, a notary for the State of Idaho, personally appeared Angela Comstock who, being by me first duly sworn, declared that they is a Program Manager of J-U-B Engineers, 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





Katie L. Halland
Notary Public for the State of Idaho
Residing at: Coeur d'Alene, ID
My Commission Expires: 3/9/26

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

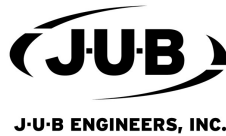
In the event of the Contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- 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.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

EXHIBIT A-1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Ross Point Road Cycle Track

CLIENT: City of Post Falls

J-U-B PROJECT NUMBER: Click or tap here to enter text.

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 3/4/2025; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Post Falls (City) desires to extend a cycle track on Ross Point Road from 2nd Avenue to 3rd Avenue and connect it into a cycle track that will be constructed by the I-90 and SH-41 interchange project. Ross Point Road currently has a 40' curb-to-curb width. The available width will allow for a 12-foot, two-way cycle track, 2-foot delineated extruded curb, and two 13-foot vehicle lanes. Where the cycle track terminates on the north leg of the Ross Point Road and 2nd Avenue intersection, striping will be modified to transition northbound cyclists on Ross Point Road to the new cycle track on the west side of the road.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
4. Regularly monitor project status, budget and schedule.
5. Attend 1 client meeting to receive and discuss comments on the 90% deliverable.
6. Provide a monthly invoice including budget status.

B. Task 002: Project Design

1. **90% Design** - J-U-B will use available aerial imagery combined with field measurements to create a plan sheet showing the proposed extruded curb and striping layout horizontally dimensioned from existing curb lines. The plan set will depict a horizontal layout, typical section, extruded curb details, signage callouts, striping, and a detour plan. The detour plan sheet will show signage to detour vehicles along 3rd Avenue, Ridgewood Drive, and 2nd Avenue around the project limits. An engineer's opinion of probable cost will be submitted with each milestone to aid the City in programming. 90% design will be submitted to the City for review.
2. **Draft Final Plan** – J-U-B will address comments received with the 90% submittal and provide a final set back to the City for concurrence.

3. **Final Plan** – Once concurrence is received from the City that comments were adequately addressed, the plans and estimate will be stamped by an Idaho Licensed Engineer.
4. **Task 002 Assumptions:**
 - a. The project will be solicited to 3 local contractors and will be direct selected by the City.
 - b. Project specifications will not be prepared for this project. Sheet callouts will reference ISPWC and City specifications.
 - c. The improvements expected with this project are limited to striping, construction of a delineated extruded curb, and signage modifications.
 - d. No utility coordination will be required since construction will not impact below the existing pavement section.
5. **Task 002 Deliverables:**
 - a. Signed and Sealed Project Plans (PDF Format)
 - b. Engineer's Opinion of Probable Cost

C. Task 003: Bid Phase

1. J-U-B will assist the City by contacting three (3) local contractors to provide quotes for construction. Based on the 3 quotes, the City will select the desired contractor and will prepare and coordinate to contract directly with the contractor for construction.
2. J-U-B will provide the contractors 2 weeks to provide quotes and will answer questions that arise.
3. J-U-B will provide a bid tabulation for the three contractors.

D. Task 004: Construction Management Services

1. For this task, J-U-B will perform services as indicated in Exhibit-A-2.
2. The construction duration is anticipated to take 3 weeks.
3. J-U-B will provide record drawings for constructed improvements.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Contract directly with the selected contractor to perform the work.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Additionally construction management services, as requested or required by the Contractor delivery schedule.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Project Management	Lump Sum	\$1,200	Concurrent with work progress
002	Project Design	Lump Sum	\$8,600	Completed in April 2025
003	Bid Phase	Time and Materials (Estimated Amount Shown)	\$4,000	Begin Bid Phase in May 2025
004	Construction Management Services	Time and Materials (Estimated Amount Shown)	\$8,500	Concurrent with project construction
Total:			\$22,300	

Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.

Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that it is not owned or operated by the government of China and will not for the duration of this contract.

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Standard Exhibit A-2: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Highway/Interstate/Roadway (H07)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

STANDARD EXHIBIT A-2 - CONSTRUCTION PHASE SERVICES

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes
☐ No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☒ Yes
☐ No | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes

☒ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes

☒ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ No
-
- ☐ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ No
-
- ☐ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ No
-
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
-
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
-
- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|--|--|
| ☐ Yes
☒ No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☒ Yes
☐ No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ Yes
☒ No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☐ Yes
☒ No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ Yes
☒ No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ Yes
☒ No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Ross Point Road – Cycle Track Professional Services Agreement

Robert S. Palus, PE –
City Engineer

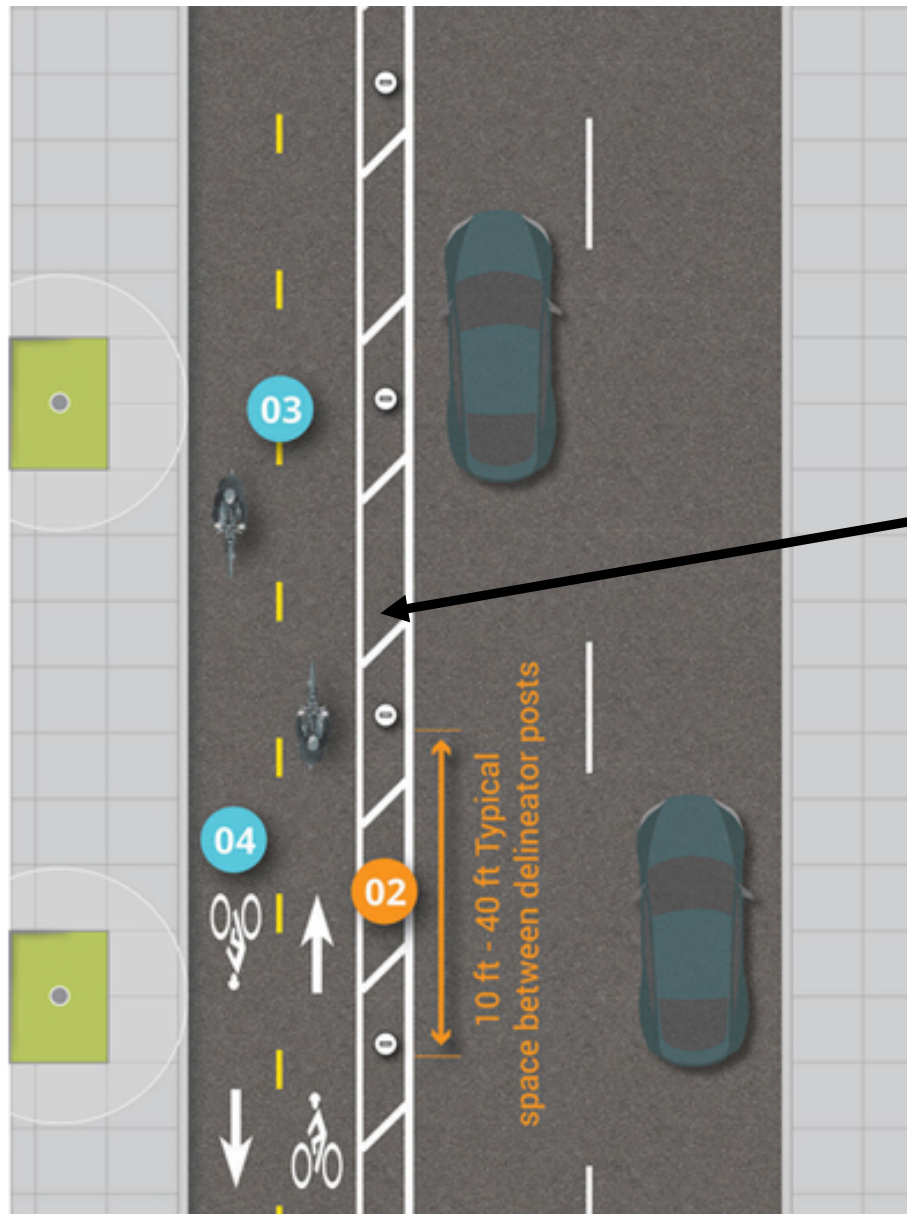
March 04, 2025

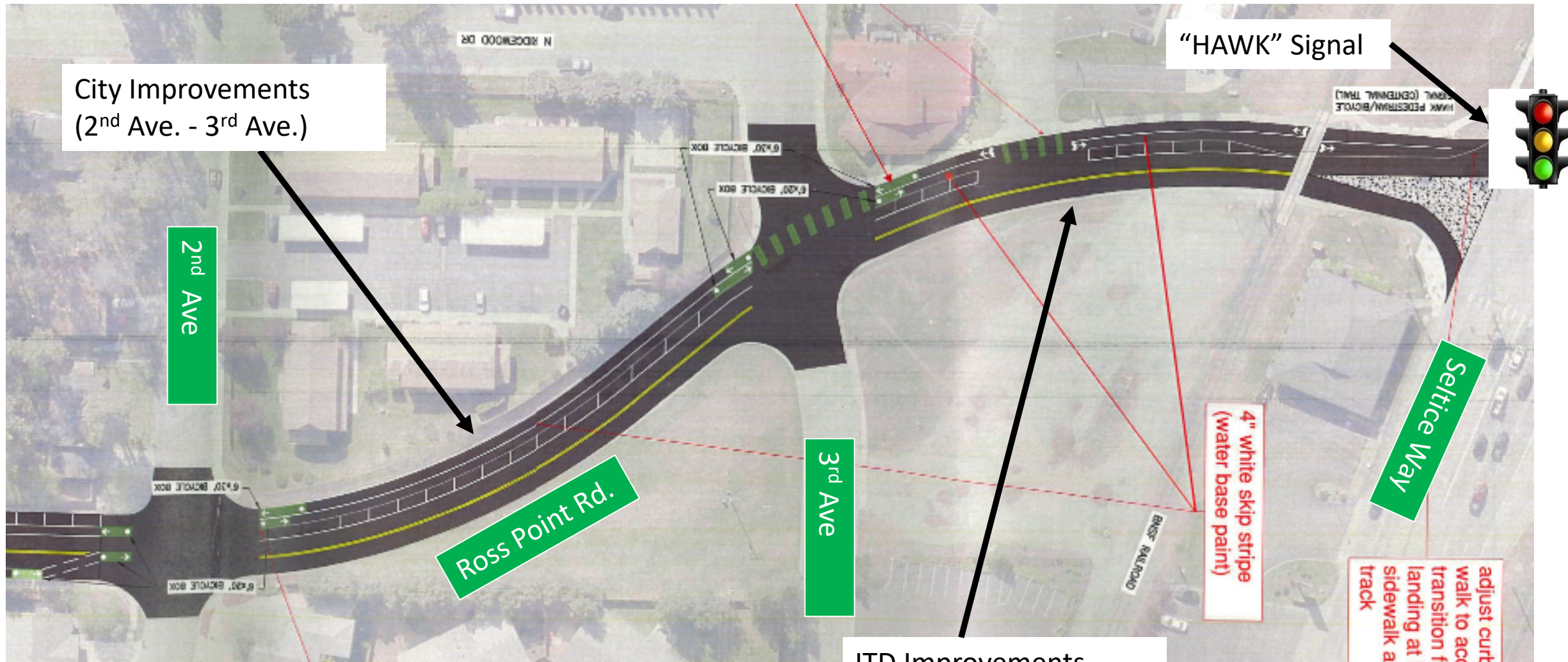


Cycle Track

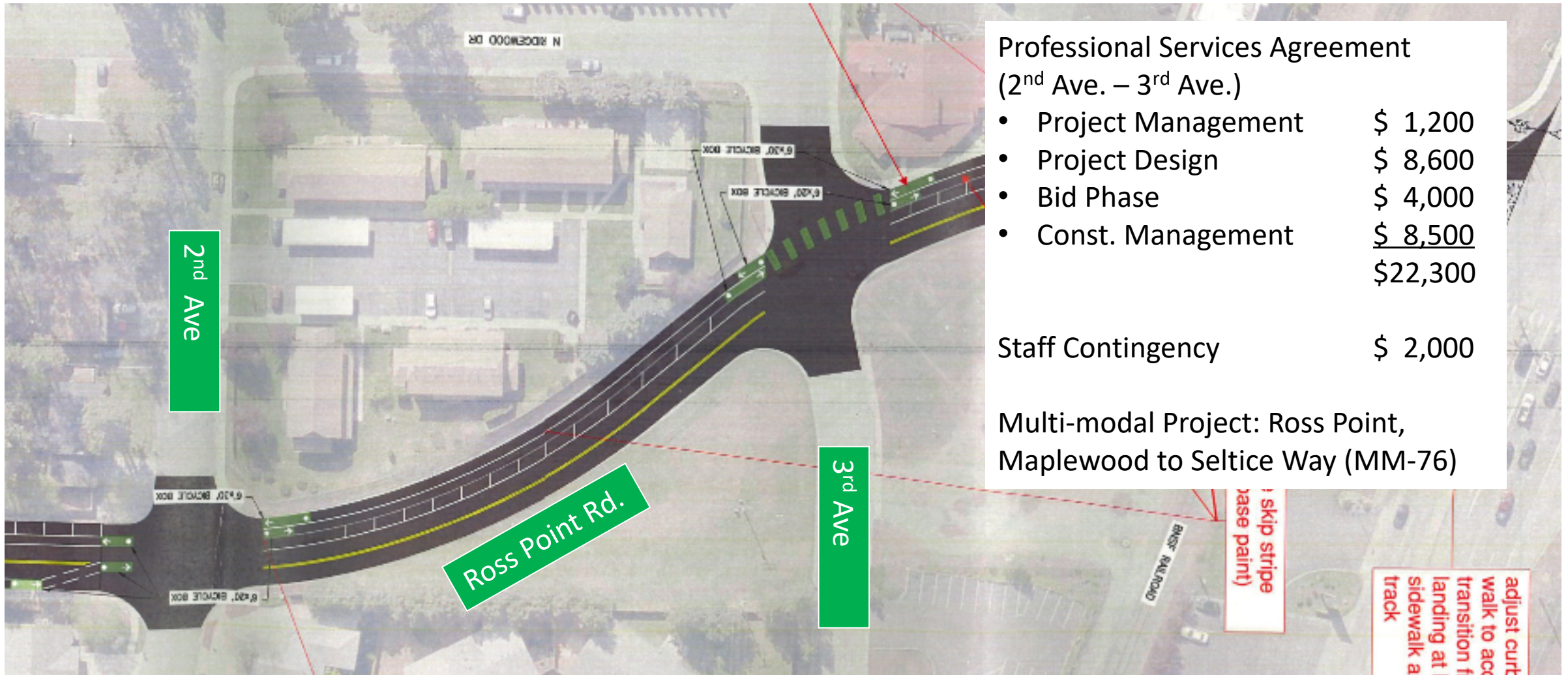


Cycle Track





Ross Point Cycle Track



Professional Services Agreement (2nd Ave. – 3rd Ave.)

• Project Management	\$ 1,200
• Project Design	\$ 8,600
• Bid Phase	\$ 4,000
• Const. Management	<u>\$ 8,500</u>
	\$22,300

Staff Contingency \$ 2,000

Multi-modal Project: Ross Point,
Maplewood to Seltice Way (MM-76)

Ross Point Cycle Track

Ross Point Road – Cycle Track Professional Services Agreement

Robert S. Palus, PE –
City Engineer

March 04, 2025



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Prairie Trail Crossing (KN 35398) License to use real property with Post Falls Highway District

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor to sign and issue a License to Use Real Property to the Post Falls Highway District for the construction of the Prairie Trail Crossing at Prairie Avenue.

DISCUSSION:

In 2024 the Post Falls Highway District (PFHD) secured a grant to design and construct a multi-modal grade separation for the Prairie Trail under Prairie Ave. Completion of this crossing would connect sections of the Prairie Trail completed by the City of Coeur d'Alene at Meyer Rd. in 2023 with the City of Post Falls section, north of Prairie Ave, which was completed in 2024. Prairie Ave. is a principal arterial roadway and identified as a critical corridor for regional transportation. 2035 traffic forecasts anticipate over 20,000 vehicles per day and maintaining higher roadway speeds (45 mph). Providing a grade-separated crossing for the Prairie Trail, at Prairie Avenue, is viewed as necessary for safer accomodation of bicycle and pedestrian traffic than that afforded by the signalized crossing of Prairie Ave. / Meyer Rd.

Post Falls Highway District is in the final phases of plan development. City Staff from Engineering, Parks and Streets have been involved in coordinated design efforts with the Highway District and their consultant. In order to complete the design and secure approvals from the State of Idaho, the Highway District requires proof of having ownership or the right to construct the facility on properties not owned by Highway District. Issuance of a License to Use Real Property to the Highway District provides the State with the necessary documentation to support other documentation for the construction plan approval. Issuance of the license would not obligate the City to any financial participation in the project. Completion of the underpass, as currently designed, would include construction of approximately 400 feet of trail improvements under the City's ownership.

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. 2025.02.06 License Real Property PFHD
2. Prairie Trail Undercrossing License to PFHD

LICENSE TO USE REAL PROPERTY

This Agreement made this ____ day of March, 2025, between the CITY OF POST FALLS, Idaho, a municipal corporation of the State of Idaho, ("City") and Post Falls Highway District whose address is 5629 E. Seltice Way, Post Falls, ID 83854 ("Licensee") to use lands owned by City, subject to the terms and conditions below.

WHEREAS, Licensee has requested that the City allow Licensee to use the property ("Property") described in the attached Exhibit "A", which by this reference is incorporated herein; and

WHEREAS, Licensee wishes to utilize, occupy and use the Property for the purposes of constructing a multi-modal public bicycle and pedestrian trail, known as the "Prairie Trail," in association with the project documents identified as Prairie Trail Crossing, Federal Aid Project KN35398;

WHEREAS, the City Council finds that the City has no immediate need for the Property which is the subject of this Agreement;

NOW THEREFORE, in consideration of the mutual promised herein contained, the parties hereby agree as follows:

1. GRANT OF LICENSE AND AREA OF PERMITTED ACCESS AND USE

The City of Post Falls, Idaho hereby grants a license to the Licensee to use the Property, which is described in Exhibit A, attached hereto, in accordance with the terms of this Agreement.

2. USE

- a. Licensee may go upon, occupy and use the Property for the purposes of constructing the Prairie Trail as otherwise agreed to in the project documents for KN24398 and other associated agreements.

3. OWNERSHIP

- a. Grantor covenants and represents that it lawfully owns and possesses the Property and has the right to grant Licensee use of the same.

4. CONSIDERATION.

For mutual benefits, the receipt and sufficiency of which are hereby acknowledged.

5. DURATION

This License shall take effect upon signature of the parties below, and shall remain in full force and effect, unless terminated as provided herein.

6. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee shall not claim at any time any interests or estate of any kind or extent whatsoever in the Property by virtue of this License.

7. INSPECTIONS

City reserves the right to enter upon and inspect the Property at any time to ensure that Licensee is complying with all the terms and conditions of this License.

8. COMPLIANCE

Licensee is responsible for assuring that any activities it undertakes under this License follow all applicable Federal, State and Local government requirements, laws, and regulations.

9. TERMINATION

The City may terminate the Agreement, in the City's sole discretion or if Licensee violates any term of this Agreement, by giving written notice to the Licensee specifying the date of termination. Upon termination, Licensee may be required to promptly remove any improvements that the City requires and restore the property to its prior condition. Upon failure to do so, the City may restore the property and Licensee shall be responsible for such costs.

IN WITNESS WHEREOF, the City by and through its Mayor executed this License Agreement effective the day and year first set forth above.

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Date: _____

Attest:

By: _____
Shannon Howard, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of March 2025, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Ronald Jacobson and Shannon Howard, known or identified to me to be an authorized representative of the municipal corporation, CITY OF POST FALLS, that executed the said instrument, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public in and for the State of Idaho
Residing at _____

Prairie Trail Crossing

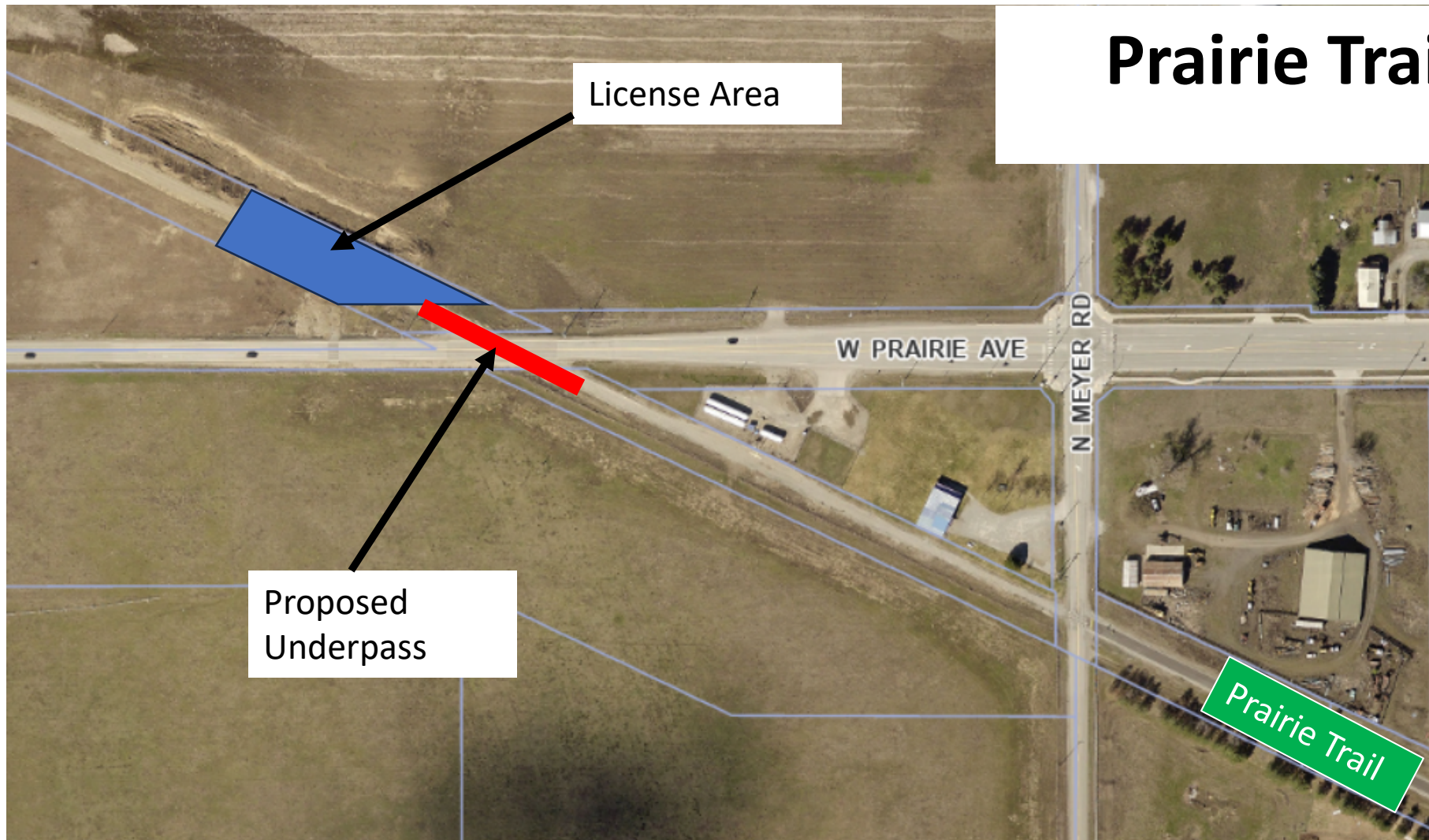
License to Use Real Property

Robert S. Palus, PE –
City Engineer

March 04, 2025



Prairie Trail Crossing



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/4/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: Prairie Trail - Borrow Pit and Trail Design, Zorros to SH41

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor to sign and enter into a professional services agreement with Welch Comer & Associates for geotechnical analysis and professional engineering services to remediate the borrow pit located along the Prairie Trail, between Zorros Rd. and SH41; and including preparation of a trail design and specifications related to the construction of the Prairie Trail along the same section.

DISCUSSION:

A borrow pit was constructed along the Prairie Trail alignment between Zorros Rd. and SH41 in 2023. Portions of the borrow pit were constructed within City ownership and portions within the adjoining properties ownership (GVD Partners LP). The borrow pit was constructed without City approval.

City Staff solicited scope of services from four (4) geotechnical and professional engineering firms on the City's prequalified list. Submittals were received from three (3) firms. From the submittals received, Welch Comer & Associates (teaming with Budinger & Associates for geotechnical analysis) was identified as the best qualified for this project based on their demonstrated knowledge of the City's needs within their scope of services.

The Professional Services Agreement with Welch Comer & Associates is divided into three (3) sections:

Design Phase Services will examine existing materials and determine a methodology for proper filling and compaction of the borrow pit; along with preparation of plans and specifications for the City to be in a position to bid the work. Bid phase services would manage the project with advertisement and bidding. Construction Phase Services would oversee the project and provide certifications upon completion of the work meeting specifications and being able to support the desired uses of the Prairie Trail. Design Phase Services are lump sum of \$42,000. Bid phase services (if utilized) would be a lump sum amount of \$6,500 and construction phase services (if utilized) are estimated at an amount not to exceed of \$24,400. Total professional services are estimated at \$72,940

Staff is requesting a not to exceed amount of \$80,000.00, which would allow an approximately 10% contingency during the project. Professional services would only cost \$42,000 at this time, with future costs being expended dependent on the final results of litigation on the matter.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/S

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$80,000.00 (includes an 9.7% contingency)

BUDGET CODE:

001-453.0000.62040

ATTACHMENTS:

1. 20250217 PF Prairie Trail, Zorros to SH 41

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls [Engineering]
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Robert Palus, City Engineer. Phone: (208) 457-3331.
Email: rpalus@postfalls.gov

City Project Manager: Robert 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.”

WITNESSETH:

WHEREAS, the City wishes to design and construct a portion of the “Prairie Trail” between Zorros Street and State Highway 41. In addition to the trail, the City seeks to conduct mass grading of a previous borrow area.

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 and lump sum rate based on the rates listed in the budget section of **Exhibit “A”**. Total reimbursement to the Consultant, including

reimbursable expenses, will not exceed \$72,940 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 [Engineering], 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 of (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. Attachment “1” Borrow Pit Topographic Exhibit
- 4. Attachment “2” Budinger & Associates, Inc. Proposal Letter
- 5. Exhibit “B” Nondiscrimination Requirements; and
- 6. 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

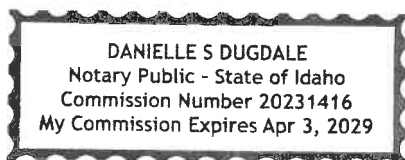
Matt Gillis, P.E., Vice President
Welch Comer & Associates, Inc

Date: February 17, 2025

State of Idaho)
 : ss
County of Kootenai)

On this 17th 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



Notary Public for the State of Idaho
Residing at: Kootenai County
My Commission Expires: 4/3/2029

Exhibit A

City of Post Falls

Prairie Trail, Zorros to SH 41

Scope of Work

1. Project Description

- A. OWNER: City of Post Falls
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Prairie Trail, Zorros to SH 41
- D. DESCRIPTION: The OWNER seeks to extend the Prairie Trail along the former UP railroad right of way (now owned by the City of Post Falls) from Zorros Street to State Highway 41. In addition to the trail design/construction, geotechnical work will be completed to fill excavated areas and grade around the trail accordingly. Due to litigation associated with the project, the Owner desires the Engineer to provide multiple design of the mass grading and trail described as follows:
 - a. Scenario 1: Produce a grading plan and materials report to fill the borrow pit within city limits without encroaching on the southern property, allowing Prairie Trail construction.
 - b. Scenario 2: Produce a grading plan and materials report to fill the borrow pit entirely and construct the Prairie Trail, assuming the City has permission to use the adjoining property to the south.

2. Scope of Services

- A. Design Phase Services:
 - a. Kickoff Meeting: OWNER and ENGINEER will begin the project with a video conference kickoff meeting to discuss project items such as: communication protocol, desired construction schedule, how ongoing litigation impacts the project, and any other applicable topics.
 - b. Surveying:
 - i. The Borrow Pit Topographic Exhibit drawing by Ardurra dated 10-30-2023 will be used as the basis for our survey work. See "Attachment 1".
 - ii. Conduct topographic surveying at the Highway 41 tie-in on the west and the Zorros Street tie-in on the East in areas not specifically shown on the Ardurra drawing.
 - iii. Tie into the three (3) existing monuments shown on the Ardurra drawing
 - iv. Confirm topographic data shown on the Ardurra drawing within our project limits. This verification will be limited to a total of 50 topographic shots spread across the project site.
 - c. Geotechnical Evaluation & Recommendations: Collaborate with the geotechnical subconsultant to align the trail design with the mass grading designs. See attached scope from Budinger & Associates for further details of geotechnical services provided labeled "Attachment 2".
 - d. Mass Grading Plan: Utilizing the recommendations provided by the geotechnical subconsultant, the Engineer will develop a grading plan for each option. The grading plan will be developed electronically and be available for contractor use during construction.

- e. Trail Design: Develop the alignment, profile and typical section of the asphalt path. It is assumed the alignment will generally follow a preliminary design already developed. It is also assumed the Owner will provide the desired typical section. Engineer will also develop cut & fill limits for the trail construction, if applicable. Finally, the Engineer will design the trail in accordance with ADA requirements, particularly at each end, where it interfaces with other public streets/highways.
 - f. Signing: Provide warning & informational signing at the intersections of SH 41 and at Zorros Street. Also provide wayfinding signing shown on draft design plans provided by the Owner.
 - g. 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.
 - h. Specifications: Using EJCDC specifications, Engineer will develop necessary standard and special provisions necessary to clearly describe project requirements.
 - i. Design Submittals: It is assumed a preliminary design (approx. 90%) and a final design will be provided to the Owner for comments/approval.
 - j. Construction Schedule: The Engineer will prepare a project construction schedule to determine the number of working days needed. This schedule, created using Microsoft Project, will outline major construction phases.
 - k. Anticipated Final Sheet Count Summary:
 - i. One (1) Title Sheet
 - ii. One (1) Typical Section Sheet
 - iii. Two (2) Plan & Profile Sheets (will include signing, erosion/sediment control measures, & typical section).
 - iv. One (1) Intersection Detail Sheet (SH 41 & Zorros)
 - l. Assumptions:
 - i. No utility coordination is required.
 - ii. Separate stormwater facilities are not required for the project.
 - iii. Traffic control plans are not required.
- B. Bid Phase Services:
- a. Engineer will facilitate the bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:
 - i. Prepare an advertisement for bid that will be submitted for advertisement in the City's official newspaper.
 - ii. Maintain a plan holders list.
 - iii. Conduct a Pre-bid Conference/Presentation at the City with prospective bidders.
 - iv. Respond to bidders' questions and issue necessary addenda.
 - v. Attend and facilitate bid opening.
 - vi. Evaluate the bids with the City and make a recommendation.
 - vii. Attend City Council Meeting to present the recommendation.

C. Construction Phase Services:

a. Construction Surveying and Monumentation:

- i. Provide construction staking at appropriate intervals and locations for trail subgrade and top of rock.
- ii. Provide offsets staking for mass grading. Location and intervals will be based on site conditions and the design.
- iii. It is assumed that no monuments will be disturbed or destroyed as part of this project.

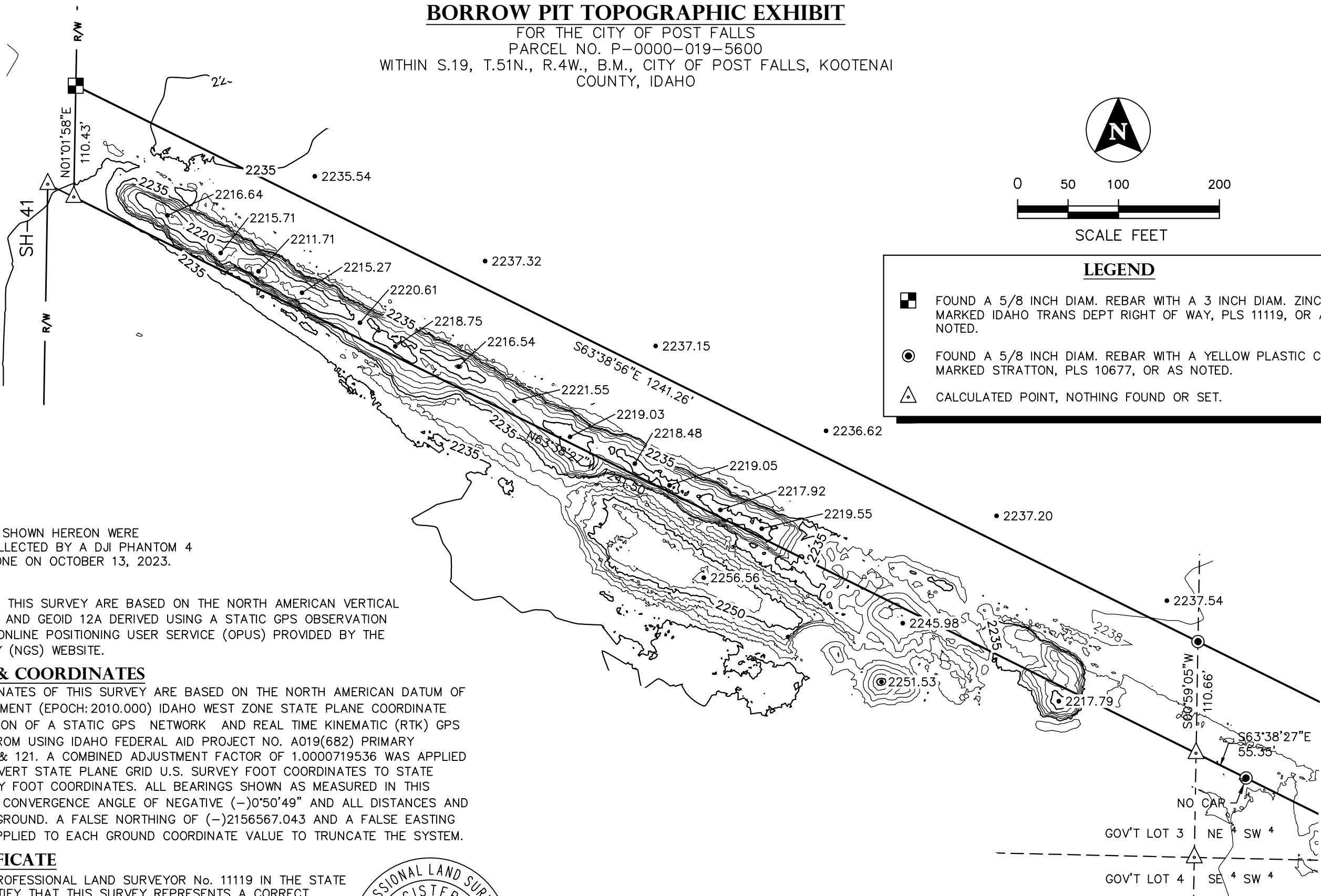
b. Construction Administration

- i. Prepare conformed construction documents to incorporate plan and specification changes made via addenda.
- ii. Attend Pre-Construction meeting with Owner and Contractor.
- iii. Conduct weekly construction meetings [assumes nine (9) meetings].
- iv. Answer Contractor questions during construction.
- v. Review and track Contractor submittals.
- vi. Prepare Contractor progress payment requests.
- vii. Track actual pay quantities.
- viii. Visit site during construction of improvements.
- ix. Provide written punch list of outstanding items.
- x. Conduct substantial completion walk-through with Contractor and Owner.
- xi. Conduct final completion and other applicable project closeout requirements.

c. Construction Observation (Resident Project Representative-RPR)

- i. Provide periodic on-site construction representation during construction.
- ii. Review approved submittals and verify that onsite materials meet the contract specifications.
- iii. Construction Observation assumes approximately 20 working days and an average of 15 hours per week.

BORROW PIT TOPOGRAPHIC EXHIBIT
FOR THE CITY OF POST FALLS
PARCEL NO. P-0000-019-5600
WITHIN S.19, T.51N., R.4W., B.M., CITY OF POST FALLS, KOOTENAI
COUNTY, IDAHO



NOTE
THE IMAGE AND CONTOURS SHOWN HEREON WERE
GENERATED FROM DATA COLLECTED BY A DJI PHANTOM 4
PRO PHOTOGRAMMETRY DRONE ON OCTOBER 13, 2023.

VERTICAL DATUM
THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 88) AND GEOID 12A DERIVED USING A STATIC GPS OBSERVATION
PROCESSED THROUGH THE ONLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE
NATIONAL GEODETIC SURVEY (NGS) WEBSITE.

BASIS OF BEARING & COORDINATES
THE BEARINGS AND COORDINATES OF THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF
1983 (NAD83) 2011 ADJUSTMENT (EPOCH:2010.000) IDAHO WEST ZONE STATE PLANE COORDINATE
SYSTEM USING A COMBINATION OF A STATIC GPS NETWORK AND REAL TIME KINEMATIC (RTK) GPS
MEASUREMENTS, DERIVED FROM USING IDAHO FEDERAL AID PROJECT NO. A019(682) PRIMARY
CONTROL POINTS 106, 108 & 121. A COMBINED ADJUSTMENT FACTOR OF 1.0000719536 WAS APPLIED
AT THE 0,0 ORIGIN TO CONVERT STATE PLANE GRID U.S. SURVEY FOOT COORDINATES TO STATE
PLANE GROUND U.S. SURVEY FOOT COORDINATES. ALL BEARINGS SHOWN AS MEASURED IN THIS
SURVEY ARE GRID USING A CONVERGENCE ANGLE OF NEGATIVE (-)0°50'49" AND ALL DISTANCES AND
COORDINATES SHOWN ARE GROUND. A FALSE NORTHING OF (-)2156567.043 AND A FALSE EASTING
OF (-)2234881.883 WAS APPLIED TO EACH GROUND COORDINATE VALUE TO TRUNCATE THE SYSTEM.

SURVEYOR'S CERTIFICATE
I, DUSTY B. OBERMAYER, PROFESSIONAL LAND SURVEYOR No. 11119 IN THE STATE
OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY REPRESENTS A CORRECT
REPRESENTATION OF WHAT WAS SURVEYED BY ME OR UNDER MY RESPONSIBLE
CHARGE FOR THE CITY OF POST FALLS.



DUSTY B. OBERMAYER PLS 11119
DOBERMAYER@ARDURRA.COM
DATE

ARDURRA
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 | WWW.ARDURRA.COM

B:\CONTRACT\2025\Post Falls\Prairie Trail, Zorros to SH 41\ACAD files\2305089_V_Topo.dwg, 2/17/2025 1:52:33 PM, Hathaway, Mike, DWG To PDF.pc3
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Proudly serving the Inland Northwest since 1976

Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

Matt Gillis, PE
Welch Comer
330 E. Lakeside Avenue Suite 101
Coeur d'Alene, ID 83814

February 11, 2025

Proposal: S25114

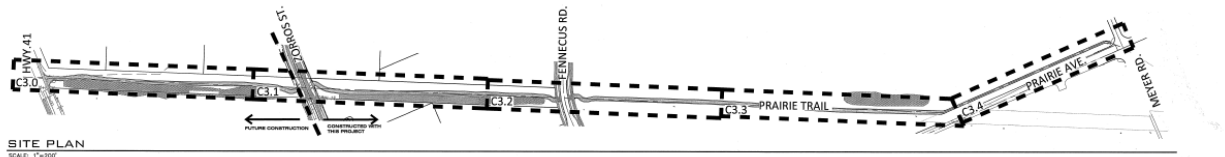
PROJECT: Prairie Trail Bike Path, Post Falls, ID
SUBJECT: Proposed Geotechnical Exploration and Analysis

Mr. Gillis,

Thank you for the opportunity to offer our services to assist with the trail project.

Project:

Per your email, we understand a borrow pit was constructed, partially on City of Post Falls property and partially on adjoining private properties, along the former UPRR rights-of-way between Zorros Rd. and SH41. A portion of the borrow pit has been backfilled with a nonstructural material. Neither the original borrow pit nor the placed backfill were done with City approval. The City is in litigation regarding the borrow pit and the necessary remediation. The presence of the unfilled borrow pit has delayed completion of extension of a ¼ mile (+/-) section asphalt multi-use path construction for the Prairie Trail, shown below.



Scope:

We propose to explore the subsurface conditions with a maximum of 8 test pits to a maximum depth of 10 feet. Test pits will be compacted in lifts upon completion. Subsurface conditions will be logged by a qualified engineer or geologist.

Laboratory testing will be completed on representative soil samples. The testing will include moisture content, Atterberg Limits, and gradation.

We will characterize the subsurface conditions encountered, including:

- Risks from existing fill soils;
- Layering (stratification);
- Relative density;
- Soil strength and compressibility;
- Soil texture and classification;
- Soil moisture, capillarity, and groundwater; and,
- Seismic considerations.

1101 North Fancher Rd.
Spokane Valley, WA 99212
Tel: 509.535.8841
Fax: 509.535.9589

www.budingerinc.com

9997 Lyle Loop, Suite A
Hayden, ID
Tel: 208.719.9038
Fax: 509.535.9589

We will prepare a report presenting the exploration results along with conclusions and recommendations addressing:

- Mitigation of uncompacted fill;
- Slope stability;
- Drainage;
- Maximum temporary and permanent slope inclinations;
- Seismic design parameters including Site Class, seismic coefficients, and liquefaction susceptibility; and,
- Construction considerations.

Assumptions:

We assume physical and legal access to the site will be provided. We will submit a “call before you dig” request. We will not drill in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully. We assume that an agreement will be executed in accordance with the attached *Agreement for Geotechnical Engineering Services* that includes *Risk Allocation Provisions*.

Fees:

Fees for these services are outlined in the attached *Cost Estimate* and will not be exceeded without your request for additional services.

Thank you for the opportunity to offer these services, we look forward to assisting you in completing a successful project.

Prepared by:
BUDINGER & ASSOCIATES

John Finnegan, PE
Principal

Attachments:

- *Cost Estimate*
- *Agreement for Geotechnical Engineering Services*
- *Important Information about This Geotechnical Proposal*



Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

S25114 Prairie Trail Bike Path, Post Falls, ID

2/4/2025

Costs of Services to be Provided

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>Labor charges</u>				
* Principal Geotechnical Engineer	20	hours	\$250.00	\$5,000.00
* Senior Geotechnical Engineer	8	hours	\$225.00	\$1,800.00
* Staff Geologist	38	hours	\$175.00	\$6,650.00
* Exploration Technician - Utility Marking	2	hours	\$110.00	\$220.00
* Administrator	5	hours	\$95.00	\$475.00
<u>Equipment and Laboratory</u>				
* Test pit excavation, compaction, operator	8	hours	\$240.00	\$1,920.00
* On-highway light duty support (2)	8	hours	\$50.00	\$400.00
* Moisture content	8	each	\$40.00	\$320.00
* Sieve analysis	6	each	\$155.00	\$930.00
* Atterberg Limits	6	each	\$195.00	\$1,170.00
TOTAL THIS ESTIMATE FOR GEOTECHNICAL SERVICES				\$18,885

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.

Exhibit C
City of Post Falls
Prairie Trail, Zorros to SH 41
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
Design Phase	Lump Sum	\$42,000
Bid Phase	Lump Sum	\$6,540
Construction Phase Services	Hourly	\$24,400
TOTAL		\$72,940

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.

Engineer may alter the distribution of compensation between individual hourly phases of the work to be consistent with services actually rendered but shall not exceed the total estimated hourly compensation amount unless approved in writing by Owner.

Engineer may alter the distribution of compensation between individual lump sum phases of the work to be consistent with services actually rendered but shall not exceed the total estimated lump sum compensation amount unless approved in writing by Owner.

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.

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

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