



**CITY COUNCIL
MEETING AGENDA**

**June 3, 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. Budget: Enterprise Funds Discussion

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. Recognition of City Prosecutor appointed as Magistrate Judge

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 – May 15, 2025, City Council Workshop

- b. Minutes - May 20, 2025, City Council Meeting
- c. Payables 05/21/25 - 06/04/25
- d. Arc Subdivision Master Development Agreement (SUBD-24-10)
- e. Foxtail 11th Addition Final Subdivision Plat
- f. Disposal of Surplus Vehicles
- g. Foxtail 12th Addition Final Subdivision Plat
- h. Briner Annexation Denial (ANNX-24-7)
- i. Elfers Annexation Reasoned Decision (ANNX-24-10)
- j. Elfers Annexation Agreement (ANNX-24-10)
- k. Steckman Annexation Reasoned Decision (ANNX-24-9)
- l. Steckman Annexation Agreement (ANNX-24-9)
- m. Early Dawn & Zorros Annexation Reasoned Decision (ANNX-24-1)
- n. Early Dawn and Zorros Annexation Agreement (ANNX-24-1)
- o. Poleline & Zorros Annexation Reasoned Decision (ANNX-24-2)
- p. Poleline and Zorros Annexation Agreement (ANNX-24-2)
- q. Sewer Line Damage Settlement with Scarsella Brothers

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. Pleasant View Annexation Development and Annexation Agreement Amendment - Addendum 1 (ANNX-0006-2020)
- b. Real Property Exchange - SW Corner of Mullan Ave. and Lincoln St.

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. Resolution - Fiscal Year 2025 Fee Resolution Update
- b. Resolution of Intent to establish a C-PACE program.
- c. Lundy Blvd. Waterline Extension Project – Recommendation of Award

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. Construction Agreement for 3rd Ave Parks Shop Parking Lot
- b. Crown Reserve Phase 1 Construction Improvement Agreement

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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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: 6/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham, Public Works Director
SUBJECT: Budget: Enterprise Funds Discussion

ITEM AND RECOMMENDED ACTION:

Staff will provide an overview of the enterprise funds financial status and FY26 budget highlights.

DISCUSSION:

N/A

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. 060325 City Council Enterprise Fund Workshop

Enterprise Funds

John Beacham
Public Works Director

Craig Borrenpohl
Utilities Manager

Jason Faulkner
Finance Director



City Council Meeting May 6, 2025

Presentation Outline

- Overview of Enterprise Funds
 - Water
 - Water Reclamation
 - Sanitation
- Questions and Discussion
- Next Steps

What is an “Enterprise Fund”

- Business-like structure
- User fee basis for a particular endeavor
- Funds tracked separately from other city funds
- Often utilities, such as water or sanitation



Post Falls Enterprise Funds

- Public Works:
 - Drinking Water
 - Water Reclamation
 - Wastewater Collection
 - Treatment
 - Surface (storm) water
- Finance:
 - Sanitation

Post Falls Enterprise Funds

- Master Planning / Financial Documents
 - Water Reclamation Facilities Plan (Adopted 2024)
 - Wastewater Collections Master Plan (Adopted 2021)
 - Water Master Plan (Adopted 2018)

Water Division

- Purpose: Provides drinking water to approximately one-half of Post Falls
 - Remainder served by other water districts
- Funding:
 - User Fees: \$4M annually
 - Cap Fees: \$300-500K annually
 - Occasionally higher

Water Division

Guiding Document: 2018 Water Master Plan

- General goals / Status
 - Ongoing O&M / Successful
 - New wells / Successful
 - Replacement projects / Successful & ongoing
 - Expansion projects / Not completed
 - Fund cost increases / Successful
 - Spend down reserves / Not accomplished

Water Division

- Retained Earnings

- Net investment in capital assets:

- \$20,803,040

- Restricted for:

- Debt Service: \$283,805

- Capital: \$11,436,489

- Unrestricted:

- \$18,031,825

Water Division

Master Plan vs Reality

- User Fee Revenue
 - Actual \$4.1M (FY24)
 - Projected \$2.7M (FY24)
- Annual O&M
 - Actual \$3.0M (FY24)
 - Projected \$1.6M (FY24)
- Annual Fee Increases
 - Actual 1.5%
 - Projected 1.5%

Water Division

Significant Expenditures

- Software (\$25K)
- Meters (\$120K)
- Electricity (\$440K)
- General Fund Expenses (\$500K)
- Personnel (\$1M)

Water Division

FY 26 Operating and Personnel Requests

- No adjustments to O&M lines
- Removal of \$106K bond payments

Water Division

FY 26 Capital Projects

- Wellhouse 4
- Waterline Replacement
 - Westwood
- Master Plan

Water Division

FY26 User Fees

- Maintain 1.5% increase
- Revisit as master plan develops

Cap Fees updated annually based on formula

Water Reclamation Division

- Purpose: Collect wastewater for all city buildings and treat wastewater for Post Falls and Rathdrum
- Funding:
 - User Fees: \$19.6M annually, (\$17.5M Post Falls, \$2.1M Rathdrum)
 - Cap Fees: \$2.8M Post Falls, \$1.6M Rathdrum (FY24)
 - Occasionally higher or lower

Water Reclamation Division

Guiding Document: 2024 Water Reclamation Facilities Plan

- General goals
 - Ongoing O&M and Cost Increases
 - Upgrades to Water Reclamation Facility
 - Replacement Projects (save and complete)
 - Expansion Projects
 - Pay Off Debt

Water Reclamation Division

- Retained Earnings
 - Net investment in capital assets:
 - \$146,191,704
 - Restricted for:
 - Debt Service: \$18,960,812
 - Capital: \$19,005,552
 - Unrestricted:
 - 50,586,581

Water Reclamation Division

Master Plan vs Reality

- User Fee Revenue
 - Actual \$19.6M (FY24)
 - Projected \$19.5M (FY24)
- Annual O&M
 - Actual \$7.2M (FY24)
 - Projected \$9.1M (FY24)
- Annual Fee Increases
 - Actual 2.5%
 - Projected 2.5%

Water Reclamation Division

Significant Treatment Expenditures

- Lab Testing (\$115K)
- Chemicals (\$511K)
- Electricity (\$740K)
- General Fund Expenses (\$948K)
- Biosolids (\$1M)

Water Reclamation Division

Other Significant Expenditures

- Collections Electricity (\$105K)
- Vactor Trucks (\$100K)
- Lift Station Maintenance Projects (\$542K)
- Stormwater Irrigation (\$58K)
- Swale Maintenance (\$25K)

Water Reclamation Division

Personnel Expenditures

- Treatment (\$2.04M)
- Collections (\$773K)
- Recycled Water (\$20K)
- Surface (storm) Water (182K)

- Total: \$3.0M

Water Reclamation Division

FY 26 Operating and Personnel Requests

- Minor adjustments made to O&M Lines in FY26
 - Major adjustments made in FY25 to account for new facilities
- Personnel – Request for Industrial Millwright
 - Request would not increase total staff, rather authorize specialized position
 - Captures need for journey-level maintenance work at WRF

Water Reclamation Division

FY 26 Capital Projects – Collection System

- Pipeline projects (\$18.3M)
 - 12th Ave. Forcemain, Guy Road Gravity Main, Seltice Way
- Lift Station Projects (\$1.85M)
 - Guy Road Decommissioning, 4th Ave. Replacement
- Equipment (\$49K)
 - Camera Truck Equipment, Portable Flow Meters

Water Reclamation Division

FY 26 Capital Projects – Treatment Facility

- Solids Handling Expansion (\$12M)
- Secondary Treatment Systems (\$2M)
- Operations Support (\$574K)
 - Lab Equipment, Crew Space, WRF Campus Snow Equipment

Water Reclamation Division

FY26 User Fees

- Maintain 2.5% increase

Cap Fees updated annually based on formula

Sanitation

- Post Falls Sanitation was purchased by Republic Services.
- Republic Services provides services for Boise, Meridian, Nampa, Mountain Home, and Coeur d'Alene.
- Smooth transition, no disruption of services, retained existing staff, and increased the Post Falls Sanitation employee pay in line with other Republic Services.

Sanitation

- Wes Davis, North Idaho Republic General Manager participated in the recycling event held at City Hall on April 26th.
- Republic assumes the contract established between the City and Post Falls Sanitation/CDA Garbage.
- The anticipated rate increase for FY 2026 will be 5.2%.

Questions?





Honoring Eileen McGovern's Service to the City of Post Falls

The City of Post Falls bids farewell and offers its warmest congratulations to **Eileen McGovern**, who has been appointed to serve as a Magistrate Judge. Since joining the City as **Post Falls City Prosecutor** on **May 31, 2021**, Eileen has been a cornerstone of our legal team, bringing clarity, professionalism, and heart to every case she touched.

Eileen's tenure with the City was marked by a steadfast commitment to justice, community safety, and fairness. She handled a wide range of criminal matters with diligence, always seeking resolutions that balanced accountability with compassion. Her courtroom presence was calm, firm, and unfailingly respectful, which earned her the trust of law enforcement officers, city staff, defense counsel, and the judiciary.

Her impact was not limited to the courtroom. Eileen fostered interagency cooperation, mentored younger attorneys, and helped build a prosecution team known for competence and integrity. She championed fair solutions, particularly for vulnerable individuals entangled in the justice system, and she consistently ensured that the city's legal position reflected both the letter and the spirit of the law.

Prior to her work with Post Falls, Eileen served as:

- **Assistant City Attorney** in Coeur d'Alene, handling misdemeanors, infractions, and civil matters such as public records requests;
- **Deputy Prosecutor** for both Kootenai and Bingham Counties, specializing in drug, domestic violence, and mental health court cases; and

Her education (J.D., University of Idaho College of Law, 2006) and affiliations with programs such as the Idaho Academy of Leadership for Lawyers and the Idaho Volunteer Lawyers Program reflect a deep, ongoing dedication to public service and access to justice.

As she moves on to her next role as a Magistrate Judge, we are confident that her compassion, legal insight, and fair-mindedness will serve the people of Idaho well. While her daily presence will be missed at City Hall, her contributions to the legal culture of Post Falls will endure.

Best Wishes on Your Judicial Appointment

Eileen, thank you for your years of outstanding service. May this next chapter be as impactful and rewarding as the legacy you leave behind.



**CITY COUNCIL
MEETING MINUTES**

**May 15, 2025
5:00 PM**

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

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis
Steigleder, Malloy, Ziegler, Westlund, Davis - Present
Plew - Absent

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. FY 2026 Budget Workshop

This workshop began the budget discussion for fiscal year 2026, which will begin on October 1, 2025. At the workshop, the needs of the various city departments, an overview of municipal budgeting in Idaho, a preliminary revenue forecast and input on budgeting based on the Council's priorities were discussed.

ADJOURNMENT

7:40 PM

Ronald G. Jacobson, Mayor

Shannon Howard, 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 COUNCIL
MEETING MINUTES**

**May 20, 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. Salary Survey Discussion

The workshop was canceled.

REGULAR MEETING – 6:00 pm City Council Chambers

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CALL TO ORDER BY COUNCIL PRESIDENT MALLOY

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

Mayor Ron Jacobson– **Excused**

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

Post Falls City Hall and business offices will be closed on Monday, May 26th in observance of Memorial Day.

The City of Post Falls and American Legion Post 143 will co-host a Memorial Day ceremony at Evergreen Cemetery on Monday, May 26th at 11:00am.

- a. Appointment of Len Crosby and Jerry Lyon to the Industrial Development Corporation

Motion by City Council Ziegler to Approve the Appointment of Len Crosby and Jerry Lyon to the Industrial Development Corporation.

Second by City Council Westlund.

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

Motion Carried

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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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 - City Council 04.29.2025 Special Workshop
- b. Minutes - City Council 05/06/25
- c. Accounts Payable for 05/07/25 - 05/09/25
- d. March Cash and Investments Reports
- e. Fuel service contract
- f. Wastewater Capacity Replacement Fee Agreement - 6180 E. Seltice Way (Westwood Brewing Co.)
- g. The Arc Subdivision Construction Improvement Agreement
- h. Computer equipment disposal
- i. Crown Reserve Master Development Agreement (SUBD-24-5)

The correct date for Item C is from 05/07/2025 to 05/21/2025.

Steigleder: I have a question about item F. The \$15,000 for wastewater was accrued over how long?

Shelly Enderud, City Administrator: That is a capacity fee, so it is a one-time fee. They are just purchasing additional capacity that they have been using.

Steigleder: Why didn't they pay the appropriate amount that they had been using?

Enderud: The city and the company estimate the cap fees together, and that estimate ended up being a lower amount than they were actually using.

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

Second by City Council Davis.

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

Motion Carried

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:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Spokane Street Rehabilitation Project, Contract Amendment with Welch Comer Engineers

Public Works Director John Beacham presenting: This is a change order for Welch Comer for services to assist with traffic concerns (with safety and congestion) with the Spokane Street Rehabilitation project. Welch Comer provided review of traffic modeling data and recommended solutions to address the eastbound traffic volumes. Some of the implemented changes were successful, and the situation was improved. The total amount of the contract amendment is \$8,000, using \$5000 in contingency. This is all paid for through the \$700,000 from ITD for the extending of paving limits. The project is essentially done at this point.

Malloy: We do still anticipate coming in at under the \$700,000 by the time this project is complete, correct?

Beacham: Correct.

Motion by City Council Ziegler to Approve the Spokane Street Rehabilitation Project, Contract Amendment with Welch Comer Engineers.

Second by Westlund.

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

Motion Carried

- b. Ordinance - Shawver Autobody Zone Change File No ZC-24-1

Steigleder: What caused this to come back so long after we first heard it?

Field Herrington, City Attorney: A lot of times these are just waiting on approvals from the developer in getting things wrapped up on the application process. I don't know for sure on this particular one, but its not uncommon that it takes this long.

Motion by City Council Ziegler to place the Ordinance - Shawver Autobody Zone Change File No ZC-24-1 on its first and only reading by title only while under suspension of the rules.

Second by City Council Westlund.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND LOCATED AT 2915 E. SELTICE WAY FROM HEAVY INDUSTRIAL (HI) TO COMMUNITY COMMERCIAL SERVICES (CCS); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by City Council Ziegler to Approve the Ordinance - Shawver Autobody Zone Change File No ZC-24-1 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Westlund.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. Prairie Trail Extension - Zorros Rd. to SH41

City Engineer Rob Palus presenting: Requesting approval from council to take the Prairie Trail Extension construction project to bid. This project is a quarter mile of the trail from Zorros Road to Highway 41. This bid will also fill in the open excavation pit currently near the trail and construct the missing asphalt portion of the trail there. With approval, the project will go out to bid in June 2025 with construction estimated to begin in the fall of 2025. There is already funding and an estimated construction date of next year for ITD to put in the Prairie Trail undercrossing, which is another extension of the Prairie Trail.

Motion by City Council Ziegler to Approve the Prairie Trail Extension - Zorros Rd. to SH41.
Second by City Council Westlund.

Ayes: City Council Steigleder, City Council Plew, City Council Malloy, City Council Ziegler,

**City Council Westlund, City Council Davis
Motion Carried**

b. Railroad Quiet Zones

City Engineer Rob Palus presenting: Back in 2018, this issue was brought to council for consideration. More recently, we received an inquiry into the feasibility of a railroad quiet zone in Post Falls. The railroad lines and crossings in the city were shown. Railroad quiet zones are designated sections of railroad track where train horns are not required to sound at public crossings. The engineers on those trains would still have the right to blow the horn for safety reasons in these zones. In 2019, KMPO enacted standards for the establishment of railroad quiet zones within the county. The potential quiet zone identified in KMPO's policy included 9 miles of track from the UPRR line from McGuire Road to Meyer Road. Planning level costs for installing and maintaining this zone in Post Falls were explained and are estimated at approximately \$13 million and \$70,000 (per year maintenance cost) respectively. The cost to include railroad quiet zone feasibility in the Transportation Master Plan would be approximately \$95,400. Funding would be difficult as impact fees likely don't qualify, and it is difficult to find grant dollars for railroad quiet zones specifically. The benefits and disadvantages of railroad quiet zones were presented. I'm looking for direction on whether the council would like to include the railroad quiet zone feasibility in the Transportation Master Plan, or if we do not include it at this time.

Plew: The railroad can revoke the quiet zones if they see fit.

Palus: Correct.

Ziegler: Do we have safety data for this area for the railroads?

Palus: Yes, most of our crossings in town have been fairly low as far as collisions. There was one fatality before ITD installed lights and crossing gates at the intersection of Spokane Street with the UPRR line in 2020. I can come back with more information about the safety of the other intersections in Post Falls if you would like.

Ziegler: Would that help with funding possibilities?

Palus: If you can demonstrate there is a safety issue or problem, that improves your chances of getting grant funds. Our crossings would probably not rank high enough to get many dollars.

Steigleder: I would like to see this, but I don't think we have the ability to put it in the budget now.

Westlund: Yes, this is a clear no to me.

Malloy: This isn't a safety issue or capacity issue, this is a nuisance issue.

Ziegler: This would be nice as an amenity, but it's too expensive.

Davis: What are the blast requirements?

Palus: I believe it is two short blasts and one long one.

5. CITIZEN ISSUES

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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. Legislative Update

Deputy City Administrator Warren Wilson presenting: There was a record number of bills introduced to the Idaho Legislature for the fifth year in a row. For Law Enforcement, HB 6 authorizes the Attorney General to investigate alleged criminal violations by elected city officers. HB 7 created a mandatory minimum for marijuana possession. HB 174 establishes a new framework for booting or towing vehicles. SB 1019 criminalizes swatting. For the Courts, SB 1028 establishes a new judge in our district. SB 1181 and 1187 dealt with Public Defender funding, pay, and standards. For Building Permits, HB 266 allows for virtual re-inspections and inspection time limits. In Finance and Urban Renewal, HB 25 expanded funding for TECM (all to the state level). HB 436 allows fire districts to opt out of existing URDs, and requires fire districts to opt into new districts. In Local Preemption, HB 46 prohibits cities from requiring EV stations or EV conduits. HB 96 prohibits cities from flying any flags that aren't specifically allowed. HB 172 governs what is put on a council consent calendar. HB 243 preempts local childcare license ordinances. HB 253 allows a slower response to public record requests from nonresidents of Idaho. SB 1118 raises public purchasing/bidding thresholds.

Malloy: Every year there are more and more preemptive statutes on city authority. Many of them look good on paper, but if the leadership at the state level ever changes, then it could easily change another way. If the people of Post Falls want to maintain control of your city, I would recommend that you contact your state legislators and ask them to knock this off. They are restricting our ability to make decisions we think are best for our city. Post Falls is not Boise, it is not Idaho Falls.

7. MAYOR AND COUNCIL COMMENTS

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

Steigleder: I have a question about the Industrial Development Corporation. Do we need it because there was a company that needed a bond? Is this a board that the city manages?

Shelly Enderud, City Administrator: The state allows for industrial revenue bonds and the corporation or board that oversees that is called the Industrial Development Corporation. We have issued bonds once in the past for ATC, an aerospace company. We have a potential project, called Project Wings, that is looking to do some aerospace and expand in Post Falls. They have made a request to potentially issue up to \$15 million in bonds.

Stigleder: Where does that bond money come from?

Enderud: The responsibility of the bonds is from the corporation, not from the taxpayers. \$10 million of it is tax-exempt.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjournment at 7:14 pm

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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

Mayor Ronald G. Jacobson

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

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Wolf, CSR/AP

SUBJECT: Payables 05/21/25 - 06/04/25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Hand Check Accountability reports dated June 4, 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,516,376.95 to be dated June 4, 2025. The Hand Check Accountability is for hand checks issued May 9 – May 23, 2025, and total \$227,160.98.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$1,743,537.93

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 06.04.25
2. Hand Check Accountability for Check Run 06.04.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT15194 - Check Run 05.23.25
Vendor Set: 01 - Vendor Set 01

Check Date: 6/4/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN06558	ARCHITERRA HOMES				
APMWB	Check		BOND RELEASE - BOND RELEASE - 5164 E. DORADO	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5088 E. DORADO	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5224 E. AQUILA	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5080 E. DORADO	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5134 E. DORADO	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5328 E. NORMA	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 3405 N. CYPRUS FOX	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 3387 N CYPRUS FOX	001-22115	2,000.00
			BOND RELEASE - BOND RELEASE - 5008 E. DORADO	001-22115	2,000.00
VEN15102	Greg Farnworth				
APMWB	Check	05.14.25	Refund of Trailhead Reservation	001-22080	250.00
				001-22095	60.00
VEN11835	SORBONNE HOMES LLC				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 1186 E. BLAIR	001-22115	2,000.00
Balance Sheet Accounts Total:					20,310.00
Dept: 412 Information Systems					
VEN14393	Firstline Communications, Inc				
APMWB	Check	184338	Emergency Service Support 5.3.25	001-412.0000.65030	910.00
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20869	SentinelOne licenses untel 2-5-26	001-412.0000.66014	6,997.00
		20866	Annual Sylint monitoring and testing	001-412.0000.66043	2,559.48
Dept 412 Total:					10,466.48
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000035944	Printing of Ordinance 1527	001-415.0000.62000	84.70
Dept 415 Total:					84.70
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	11552299	PD Shredder Services	001-421.0000.62040	74.18
A600	Awards Etc.				
APMWB	Electronic Funds Transf	20240648	PD Years of Service Plaques	001-421.0000.63060	140.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transf	INUS343755	2 New Build In-Car Cameras	001-421.0000.90020	4,863.20
B160	Body By Scotty Towing				
APMWB	Check	3922	PD Vehicle Tow Service	001-421.0000.67170	215.00
VEN14905	Car Wash Plaza				
APMWB	Check	1406	PD Car Wash Service	001-421.0000.62040	100.00
C220	Coleman Oil Co				
APMWB	Check	CP-0251531	PD Gasoline	001-421.0000.64030	6,015.92
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	15369	PD Water Department Keys	001-421.0000.68010	7.98
VEN14874	Debra J Salish				
APMWB	Check	25-66	PD Class A Uniform Tailoring - J. Casey	001-421.4000.72000	29.00
		25-64	PD Uniform Tailoring - L. Flood	001-421.4000.72000	27.00
		25-59	PD Uniform Tailoring - Allen	001-421.4000.72000	20.00
		25-58	PD Uniform Tailoring - Putnam	001-421.4000.72000	20.00
		25-57	PD Uniform Patches Tailoring	001-421.4000.72000	70.00
		25-61	PD Class A Uniform Tailoring - Flood	001-421.4000.72000	50.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
G020	Galls, LLC				
APMWB	Electronic Funds Transf	031304451	PD Uniform Pants - Ford	001-421.4000.72000	59.80
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11593538	PD Interpretation Services	001-421.0000.62040	90.00
VEN14015	Midway Hyundai				
APMWB	Check	186416	PFPD153 Mount & Balance, Alignment	001-421.0000.67170	228.95
		186435	PFPD92 Mount & Balance, Alignment	001-421.0000.67170	240.40
N001	Napa Auto Parts				
APMWB	Check	340650	PD Stock - Engine Oil Filters	001-421.0000.67100	22.20
		341710	PD Core Deposit	001-421.0000.67100	-18.00
		340919	PFPD135 Micro-V-Ribbed Belt	001-421.0000.67100	19.01
		340486	PFPD153 Wiper Blades	001-421.0000.67100	19.94
		339840	PFPD172 Floor Liners	001-421.0000.67100	239.68
		343567	PFPD124 CV Axle	001-421.0000.67100	229.12
		340494	PFPD181 Trailer Ball	001-421.0000.67100	44.96
		342524	PFPD108 Radiator, Engine Oil Filter	001-421.0000.67100	203.94
		340586	PD Shop - Caulk Gun	001-421.0000.67100	183.45
		341540	PFPD1 - V-Ribbed Belt	001-421.0000.67100	22.27
		341491	PD Stock - Transmission Fluid	001-421.0000.67100	111.96
		340527	PFPD119 Combination Switch	001-421.0000.67100	75.07
		342800	PD Stock - Transmission Fluid, Gear Oil	001-421.0000.67100	96.27
		343034	PFPD145 Serpentine Belt	001-421.0000.67100	26.31
		342912	PFPD92 Auto Tensioner, Belts	001-421.0000.67100	108.96
		341668	PD Stock - Terry Towels	001-421.0000.67100	167.60
		342652	PFPD108 Multi-Rib Belt	001-421.0000.67100	34.16
		341679	PFPD60 Battery & Core Deposit	001-421.0000.67100	157.26
		341548	PFPD122 Fuel Pressure Sensors	001-421.0000.67100	140.22
		340491	PFPD181 Trailer Ball Mount	001-421.0000.67100	80.11
		343566	PFPD124 Oil Filter, Hub Bearing Unit	001-421.0000.67100	113.56
		341440	PFPD1 Pressure Hose	001-421.0000.67100	30.35
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032332287	PD Fire Extinguishers	001-421.0000.67100	239.61
		0032331678	PD Shop - Traffic Cones	001-421.0000.67100	173.55
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	54739	PD Applicant Testing	001-421.0000.62040	75.00
S275	Solar Eclipse				
APMWB	Check	55190	PFPD124 Windshield Repair	001-421.0000.67100	589.00
VEN08558	Stop Stick, LTD.				
APMWB	Check	PO07739	Stop Stick Pursuit Interventions	001-421.0000.67020	752.00
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20869	SentinelOne licenses untel 2-5-26	001-421.0000.66043	6,204.87
		20866	Annual Sylint monitoring and testing	001-421.0000.66043	836.43
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240147558-00	PD Stock - Brake & Parts Cleaner	001-421.0000.67100	288.15
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV/2025/01277	PD Jumpsuit Tailoring - Speer	001-421.4000.72000	9.00
		INV/2025/00837	PD Uniform Jumpsuit - Bran	001-421.4000.72000	445.59
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2025/05/0508	PD Uniform Pants - Gernns	001-421.4000.72000	211.83
		INV/2025/05/0501	PD Uniform Jacket - Gernns	001-421.4000.72000	37.71
Dept 421 Total:					24,222.57
Dept: 423 Oasis					
VEN15054	Schwartz/Gillihan, P.C.				
APMWB	Check	04297	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 424 Legal					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	250023-2	Borrow Pit Expert Witness	001-424.0000.62040	1,710.00
VEN15042	Guin Law and ADR				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	6873	Mediation-GVD, Redtail and PF	001-424.0000.62040	3,280.00
L070	LexisNexis Matthew Bender				
APMWB	Check	43881807	ID Code Rules 2024 Supp	001-424.0000.63010	81.08
Dept 424 Total:					5,071.08
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0251531	PD Gasoline	001-427.0000.64030	254.52
VEN04236	Ramey's Yard Care				
APMWB	Check	804726	AC Quarterly Pest Control	001-427.0000.68010	85.00
Dept 427 Total:					339.52
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	99629	Hydraulic fittings for Paint Striper	001-431.0000.68100	61.38
		99638		001-431.0000.68100	50.78
VEN15103	DiVal				
APMWB	Check	3709407	Gloves for Adopt-A-Street	001-431.0000.63110	344.30
VEN14388	Glenrose Service Inc				
APMWB	Electronic Funds Transf	35196	Diagnostic of plumbing issue at Streets	001-431.0000.68010	115.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1045018	hot mix for patchwork	001-431.0000.68090	363.60
		1044435	SP 75 1/2" 17% Rap PG64-28 Adhere LOF	001-431.0000.68090	144.00
		1046234	Hotmix for patchwork	001-431.0000.68090	107.10
		1041575	Yard clean up - Disposal	001-431.0000.68130	77.81
K100	Kootenai County Solid Waste				
APMWB	Check	10-32216/12-11726	Wood Waste	001-431.0000.68150	10.09
		10-32216/12-10338	General Refuse	001-431.0000.68150	0.77
		10-32216/12-06272	General Refuse - Tire on Rim	001-431.0000.68150	71.85
		10-32216/12-10983	Oversize tires	001-431.0000.68150	53.74
		10-32216/12-10615	General Refuse - Tire on Rim	001-431.0000.68150	53.35
		10-32216/12-10084	General Refuse	001-431.0000.68150	26.08
		10-32216/12-11555		001-431.0000.68150	23.01
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T43025SP-3	LHTAC course - Speed Limits & Speed Zone	001-431.0000.64020	300.00
VEN14930	National Safety Inc				
APMWB	Check	0758410-IN	Uniform shirt - Matt Powell	001-431.4000.72000	11.75
		0757530-IN	Uniform Shirts - eroush	001-431.4000.72000	31.49
		0757190-IN	Uniform shirts - Matt Powell	001-431.4000.72000	23.50
		0758133-IN	Uniform shirts - Dave Clancey	001-431.4000.72000	35.40
		0758412-IN	Uniform shirts	001-431.4000.72000	47.00
R060	Ragan Equipment Co.				
APMWB	Check	01-169424	Honda EU3200I Generator	001-431.0000.66190	2,799.00
R1691	River City Paint & Decorating				
APMWB	Check	HUAJ6	Tritech packing kit for T5 sprayer	001-431.0000.68100	255.95
R251	Serights Ace Hardware				
APMWB	Check	366456/1	GooGone, Mr. Clean Eraser, Borax	001-431.0000.63000	17.25
		366270/1	Propane	001-431.0000.63260	27.55
		366358/1	nuts & bolts	001-431.0000.63260	2.40
		366213/1	UBolt	001-431.0000.63260	7.72
		366620/1	propane	001-431.0000.63260	11.31
		365957/1	Wastebasket	001-431.0000.63260	11.69
		366595/1	Thread Tape	001-431.0000.63260	12.58
		366249/1	Torx bit set	001-431.0000.67090	14.39
		366010/1	Cobalt drill bits	001-431.0000.67090	26.61
		366528/1	Garden Sprayer	001-431.0000.67090	33.98
		365943/1	Reciprical saw blades	001-431.0000.67090	23.38
		366282/1	Screwdriver set, Hex bit set	001-431.0000.67090	31.48
		366397/1	Gutters and Downspouts for Salt Shed	001-431.0000.68010	249.10
		366415/1	Weather stripping	001-431.0000.68010	70.69
		366403/1	Gutter connectors, endcaps	001-431.0000.68010	52.43

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	366278/1	Key copies	001-431.0000.68010	16.15
		366427/1	Gutter elbows	001-431.0000.68010	5.93
		366413/1	return of items from inv# 366397/1	001-431.0000.68010	-24.06
		366098/1	WD40, propane	001-431.0000.68090	21.57
		366167/1	Propane	001-431.0000.68090	20.88
		366184/1		001-431.0000.68090	7.25
		366610/1		001-431.0000.68090	11.89
		366179/1		001-431.0000.68090	25.52
		365996/1	Propane, Hex Bushing	001-431.0000.68090	7.36
		365995/1	Extension cord, chain coil, propane	001-431.0000.68090	23.17
		366558/1	Waterproof Sealant	001-431.0000.68130	10.79
		366605/1	Coupling	001-431.0000.68130	5.93
		366053/1	Conduit, butt splices	001-431.0000.68140	19.68
		366209/1	Hose clamps, Sprayer shutoff poly	001-431.0000.68150	18.42
S140	Sherwin Williams				
APMWB	Check	0148728	Repair of handheld pump	001-431.0000.66190	499.19
VEN07822	VariTech Industries				
APMWB	Check	IN060-2002729	Flanges & spray assembly - S223	001-431.0000.63525	2,048.38
Dept 431 Total:					8,317.56
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	030625108633	Tools for Fleet Shop	001-434.0000.67090	1,507.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	99610	Hydraulics for S357	001-434.0000.63011	129.68
		99595	Stucchi attachments for JCB Concrete mixer	001-434.0000.63011	132.17
		99609	Hydraulics for S357	001-434.0000.63011	155.26
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4229377694	Fleet Laundry & Rug Service	001-434.0000.63160	67.18
		4230862701	Fleet laundry & rug service	001-434.0000.63160	67.18
		4230119393	Fleet Laundry & Rug Service	001-434.0000.63160	77.48
VEN01237	Custom Truck				
APMWB	Check	184297	Spray in Liner - S131	001-434.0000.90010	475.00
		184432	Spray in bedliner - PFPD181	001-434.0000.90010	425.00
VEN14972	Frontline Communications Systems				
APMWB	Check	23659	Motorola low profile antenna w/QMA for all b	001-434.0000.90010	1,350.00
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1158957	Wheels for P308	001-434.0000.67190	4,466.86
		197-1159739	Flat Repair on Grader going to auction	001-434.0000.67210	283.25
		197-1159768	Repair of tire on Loader going to auction	001-434.0000.67210	327.74
N001	Napa Auto Parts				
APMWB	Check	342491	Battery Terminal - S212	001-434.0000.63011	11.04
		342490	Filters - shop stock	001-434.0000.63011	23.31
		341952	radiator hose & air fresheners	001-434.0000.63011	31.82
		342420	Clamps - S212	001-434.0000.63011	23.96
		343618	Meguiars Cleaner Wax - S130	001-434.0000.63011	22.56
		342488	Return of clamps from inv# 342420	001-434.0000.63011	-23.96
		342626	Core Deposit from inv# 206504	001-434.0000.63011	-54.00
		341537	Motor Oil - Shop Stock	001-434.0000.63011	95.01
		342500	core deposit from invoices 3688-340541 & 2	001-434.0000.63011	-108.00
		341537	Motor Oil - Shop Stock	001-434.0000.63012	95.00
		342438	Window Regulator - R208	001-434.0000.63012	64.74
		342490	Filters - shop stock	001-434.0000.63012	27.19
		343404	oil filter - stock	001-434.0000.63012	4.44
		341537	Motor Oil - Shop Stock	001-434.0000.63013	81.43
		342490	Filters - shop stock	001-434.0000.63013	27.19
		343783	ECCO light	001-434.0000.67020	113.90
		343014	lightning cable	001-434.0000.67090	18.80
		341649	Paint Markers - Yello & Red	001-434.0000.67090	7.00
P180	Perfection Tire				
APMWB	Check	1090475	Tires on UF600	001-434.0000.67190	620.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	366569/1	PVC Nipple	001-434.0000.63012	5.39
T106	Titan Truck Equipment				
APMWB	Check	1384402	Adjustable Divider shelf - F101	001-434.0000.63011	441.59
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P73927	Power steering filter - S555	001-434.0000.63011	17.18
		027R11776	Transmission repair - S555	001-434.0000.67170	166.24
W180	Western States Equipment				
APMWB	Check	IN003086639	Oil for S356	001-434.0000.63011	506.00
		IN003087400	Repair S355	001-434.0000.67170	576.05
Dept 434 Total:					12,257.68
Dept: 442 Cemetery					
VEN15031	Robert L &/or Janet S Honaker				
APMWB	Check	05.21.25	Cemetery Buy Back	001-442.1670.33307	362.50
R251	Serights Ace Hardware				
APMWB	Check	366505/1	CLR for fountain	001-442.0000.63150	24.29
		366520/1	Cable stops	001-442.0000.67030	21.53
		366435/1	Weed eater line	001-442.0000.67030	70.16
		366516/1	pipe	001-442.0000.68230	93.29
W230	Wilbert Precast Inc.				
APMWB	Check	327573-1	Williams memorial	001-442.0000.63760	918.00
Dept 442 Total:					1,489.77
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I71235	Crown Pointe Portable Restroom	001-443.0000.65050	51.60
VEN14808	Arduarra Group, Inc				
APMWB	Electronic Funds Transf	240144-3	The Quarry professional services	001-443.0000.62040	78.19
VEN14428	Asphalt Pros USA				
APMWB	Electronic Funds Transf	805	Stripe Syringa Parking Lot	001-443.0000.68111	995.00
VEN05261	CDA PAVING				
APMWB	Check	104014	Crshed base & concrete disposal	001-443.0000.68170	79.48
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	AD94Y9D	3 Firewalls Fortigate 30G 05-19-25	001-443.0000.67040	1,402.38
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1086130	Wheel rim nut for mower.	001-443.0000.66190	17.10
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	15410	Keys for Park	001-443.0000.67030	21.15
D1165	Drains Plus Rooter and Septic				
APMWB	Check	99157	Repair clogged plumbing at White Pine	001-443.0000.62180	300.00
		99112	Hastings House septic pumping	001-443.0000.65050	780.00
		99120	Septic pumped at Community Forest	001-443.0000.65050	520.00
		99119	Pump Septic at Black Bay	001-443.0000.65050	520.00
		99118	Pump septic at Trailer Park Wave	001-443.0000.65050	520.00
		99116	Pump septic at Sportsmans Park	001-443.0000.65050	520.00
		99135	Pump Septic at BLM/Ross Point Park	001-443.0000.65050	1,040.00
		99114	Corbin Park Septic Pumping	001-443.0000.65050	1,040.00
		99115	Q'emiln Restroom Septic Pumping	001-443.1658.62330	1,300.00
		99117	Septic Pumping at Trailhead Event Center	001-443.1658.62330	1,560.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-1013996	Mower Parts	001-443.0000.66190	77.33
G098	Grainger				
APMWB	Check	9505492687	Batteries for Stock	001-443.0000.67030	88.09
VEN15102	Greg Farnworth				
APMWB	Check	05.14.25	Refund of Trailhead Reservation	001-443.1654.33327	738.00
H1957	Horizon				
APMWB	Electronic Funds Transf	2S231259 OR#	Paid twice on 2S223961 & 2S231259	001-443.0000.63080	-540.80
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/12-06339	Big Can Refuse	001-443.0000.65050	28.38
VEN14065	North Idaho Pest				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14579	Check Planet Turf	2025-04	Marmmot Trapping at Community Garden	001-443.0000.68215	250.00
APMWB R060	Check Ragan Equipment Co.	3010437B	Freight on Striping Paint	001-443.0000.68240	30.00
APMWB	Check	01-158943	Roller Wheel for Mower	001-443.0000.66190	53.22
VEN15090	Check	01-158945	Spreader and Agitator	001-443.0000.81505	4,704.00
APMWB R251	Check Serights Ace Hardware	04.30.25	Refund on Shelter Rental 80%	001-443.1654.33327	296.80
APMWB	Check	366359/1	Axe Handle	001-443.0000.67090	17.99
A565	Check	366400/1	Tools for Construction	001-443.0000.67090	46.75
APMWB	SiteOne Landscape Supply, LLC				
APMWB	Check	153609125-001	Loamy Sand for Chase	001-443.0000.68170	448.00
VEN15089	Check	153065968-001	Irrigation Parts for City Hall	001-443.0000.68230	28.55
APMWB W0226	Check Walter E Nelson Co	31705	Commercial Mower with Tweek Tires	001-443.0000.90010	49,994.99
APMWB	Electronic Funds Transf	548521	Cleaning Supplies	001-443.0000.63150	472.44
		547869	Cleaning supplies for Parks	001-443.0000.63150	1,165.88
Dept 443 Total:					68,644.52
Dept: 444 Parks - Construction					
VEN14924	Angler Fencing and Construction, LLC				
APMWB	Check	R01-07052025	Fencing rental for Chase restroom rebuild	001-444.1665.93180	880.00
A568	AVISTA Utilities-Install services				
APMWB	Check	1036398471	Move Meter at Warren Park	001-444.0000.94180	679.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0184238	Warren Park Road Frontage Improvements	001-444.0000.94180	1,967.82
Dept 444 Total:					3,526.82
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	I71161	Sanitation for Soccer	001-445.0000.65050	38.80
C175	Century Publishing Co, Inc.				
APMWB	Check	77672	Publishing Summer Brochure	001-445.0000.63210	6,446.41
VEN01241	City of Hayden				
APMWB	Check	25-003143	IRPA Reimbursement for shared room	001-445.0000.64010	211.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	107554	River City League shirts	001-445.0000.63430	78.48
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transf	05.21.25	May Contractual Payment	001-445.0000.62040	1,298.40
R251	Serights Ace Hardware				
APMWB	Check	366295/1	Youth football-tie plate, nuts/bolts	001-445.0000.63080	7.12
U140	UpScale Mail				
APMWB	Check	344580	Dance Costume Exchange	001-445.0000.63070	30.80
Dept 445 Total:					8,111.01
Dept: 453 Engineering					
K130	Kootenai County Reprographics				
APMWB	Check	2025-00000058	Inspection Notices	001-453.0000.63060	410.23
Dept 453 Total:					410.23
Dept: 481 Capital Improvements/Contracts					
VEN14834	Carrier Corporation				
APMWB	Electronic Funds Transf	90445420	Replace VFD controler on the cooling tower.	001-481.0000.68390	5,100.00
VEN05261	CDA PAVING				
APMWB	Check	104611	Topsoil - Screened	001-481.0000.68390	160.18
		2376PC	Filter Fabric, nonwoven, 5x360	001-481.0000.68390	200.00
		93134	24 in grade rings	001-481.0000.68390	100.00
		104554	PHD 1"-1.5" Washed-SL	001-481.0000.68390	301.40
VEN14467	CDA Redi Mix & Precast, Inc				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	93033	Drywell cone & Barrel	001-481.0000.68390	565.00
R251	Scrighs Ace Hardware				
APMWB	Check	365746/1	SCH40 ABS elbows, duct tape	001-481.0000.68390	45.50
		365761/1	Schedule 40 pipe, T, coupler	001-481.0000.68390	30.18
		365869/1	Coupler insert	001-481.0000.68390	1.25
		365771/1	PVC Couplers	001-481.0000.68390	1.79
		366127/1	Shop towels, Sch40 elbow	001-481.0000.68390	12.57
		365751/1	Electrical tape, Terminal kit, Wire Stripper	001-481.0000.68390	24.09
		365757/1	ABS elbow & coupler	001-481.0000.68390	30.58
		365756/1	PVC pipe and couplers	001-481.0000.68390	34.67
		365774/1	Gloves, buckets, cement anchors	001-481.0000.68390	43.33
		365732/1	ABS Couplers & elbows	001-481.0000.68390	95.51
		365759/1	return of extra couplers inv# 365756/1	001-481.0000.68390	-31.81
		365780/1	Stringliner, Cement, Ibeam level	001-481.0000.68390	88.15
Dept 481 Total:					6,802.39
Fund 001 Total:					171,549.33
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transfr	20866	Annual Sylint monitoring and testing	008-426.0000.66043	3,591.59
Dept 426 Total:					3,591.59
Fund 008 Total:					3,591.59
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
A568	AVISTA Utilities-Install services				
APMWB	Check	ESA#59544	Move power to pave Parks Corporate Yard.	011-491.0000.95015	3,882.62
Dept 491 Total:					3,882.62
Fund 011 Total:					3,882.62
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT					
Dept: 442 Cemetery					
VEN15031	Robert L &/or Janet S Honaker				
APMWB	Check	05.21.25	Cemetery Buy Back	029-442.1670.39315	362.50
Dept 442 Total:					362.50
Fund 029 Total:					362.50
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfr	April 2025 Impact Fees	April 2025 Impact Fees	034-428.0000.33117	-250.00
				034-428.0000.62040	2,068.92
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfr	April 2025 Impact Fees	April 2025 Impact Fees	034-428.0000.33117	-500.00
				034-428.0000.62040	20,199.89
Dept 428 Total:					21,518.81
Fund 034 Total:					21,518.81
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0183252	Transportation Master Plan	037-431.1305.62040	6,660.00
Dept 443 Total:					6,660.00

Fund 037 Total: 6,660.00

Packet: APPKT15194 - Check Run 05.23.25

Check Date: 6/4/2025

Vendor Set: 01 - Vendor Set 01

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

Dept: 443 Parks

VEN12724	Civitas, Inc						
APMWB	Check		27422	Black Bay Master Plan	038-443.0000.94070		3,616.45
			27421		038-443.0000.94070		10,680.19
VEN14069	Michael Terrell- Landscape Architecture, PLLC						
APMWB	Check		6296	Sports Complex/ The Quarry Phase 1	038-443.0000.94165		360.25

Dept 443 Total: 14,656.89

Fund 038 Total: 14,656.89

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC						
APMWB	Check		145300	Monthly Comps April 2025	650-463.0000.68360		700.00
			145757	Phosphorus	650-463.0000.68360		90.00
VEN15002	Apollo, Inc						
APMWB	Electronic Funds Transf		30-19-004 5	April 2025 Hopper Project Construction	650-463.3125.95520		13,165.81
VEN14736	Cintas Corporation No. 3						
APMWB	Check		4230119731	WWTP Uniforms	650-463.4000.72000		159.66
			4230863024		650-463.4000.72000		159.66
F030	FedEx						
APMWB	Check		9-695-54622	Late Fee	650-463.0000.68360		23.90
G098	Grainger						
APMWB	Check		9501797261	9V BATTERY Stormwater	650-463.0000.68010		54.74
			9499059807	PLEATED AIR FILTER,20X20X1	650-463.0000.68010		67.20
			9508231074	BLIND FLANGE, 4 IN, SOCKET	650-463.0000.68025		652.00
			9505800012	CAGE NUT	650-463.0000.68025		27.04
			9514177964	LUBRICANT,TAN,2 LB.	650-463.0000.68025		11.44
G100	Granich Engineering						
APMWB	Check		BI-0378592	GD LUBE-AEON PD QT CASE	650-463.0000.68025		428.79
H030	Hach Company						
APMWB	Check		14503057	Lab Supplies	650-463.0000.63400		1,231.32
H1957	Horizon						
APMWB	Electronic Funds Transf		2S229367	Treatment Irrigation Parts	650-463.0000.68010		370.84
I2731	Inland Environmental Resources						
APMWB	Electronic Funds Transf		2025-0615	Mag Deliveries	650-463.0000.63008		9,568.00
VEN14269	Integrity Pump Solutions, Inc						
APMWB	Check		Y25M5-365	O-Ring Seal P2-459	650-463.0000.68025		240.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0184576	Construction Oversight for WRF Hopper Proj	650-463.3125.95520		16,457.09
K0037	K & N, and Impel Company						
APMWB	Electronic Funds Transf		0143210	BDP gearbox	650-463.0000.68025		4,543.28
VEN15084	Lancoe Industrial						
APMWB	Check		2569	Bearing, 1-11/16" D, Ball	650-463.0000.68025		460.70
N001	Napa Auto Parts						
APMWB	Check		342806	Gear Oil	650-463.0000.68025		107.92
			340835	Carwash Supplies	650-463.0000.68025		66.74
N040	NCL of Wisconsin, Inc.						
APMWB	Check		519716	Lab Supplies	650-463.0000.63400		911.91
			519329	Lab Supplies	650-463.0000.63400		1,325.32
			518970		650-463.0000.63400		962.96
			519715	Lab Supplies	650-463.0000.63400		490.01
O050	Oxarc Inc.						
APMWB	Electronic Funds Transf		INV0150201	Sodium Bisulfite	650-463.0000.63008		3,622.25
			0032327209	DBI 130' Sealed Blok 3 way self retracking &	650-463.0000.63110		7,989.18
			0032335055	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820		2,936.00
			0032334999		650-463.0000.68820		3,347.75
R251	Serights Ace Hardware						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	366500/1	WWTP Supplies	650-463.0000.68025	134.62
		366216/1	WWTP Shop Supplies	650-463.0000.68025	197.01
		366384/1	WWTP Supplies	650-463.0000.68025	123.91
		366640/1		650-463.0000.68025	96.25
		366556/1	CAP 1.5" SLIP SCH40	650-463.0000.68025	3.23
		366170/1	WWTP Supplies	650-463.0000.68025	62.38
		366476/1		650-463.0000.68025	36.75
		365959/1	Storage Box & Washer	650-463.0000.68025	18.69
S580	Strata				
APMWB	Check	CD2500744-IN	April 2025 Hopper Project Inspection	650-463.3125.95520	1,417.65
U1006	Univar Solutions USA, LLC				
APMWB	Check	52998866	Caustic Soda Deliveries	650-463.0000.63008	4,788.25
		53022538	Aluminum Sulfate	650-463.0000.63490	6,544.08
		52994095		650-463.0000.63490	6,875.92
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	548207	Lab Supplies	650-463.0000.63400	578.21
W180	Western States Equipment				
APMWB	Check	IN003083021	TROUBLESHOOT - GENERATOR	650-463.0000.68025	873.60
Dept 463 Total:					91,922.06
Dept: 466 Wastewater - Collections					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	240451-5	SH 41 & Poleline Grav Sewer Ardurra Invoice	650-466.3221.68400	4,912.85
C3090	Columbia Electric Supply				
APMWB	Check	1120-1021417	DEEP SLOT GALV STRUT	650-466.0000.63330	67.20
G098	Grainger				
APMWB	Check	9505492679	WEDGE ANCHOR, 1/2"-13, STEEL, 1/2 IN	650-466.0000.63000	60.71
P180	Perfection Tire				
APMWB	Check	1090664	Oil Change T118	650-466.0000.67170	147.51
VEN14678	Pure Air Filtration, LLC				
APMWB	Check	INV/2025/411	12th ave odor control activated carbon	650-466.0000.68021	9,183.00
R251	Serights Ace Hardware				
APMWB	Check	366399/1	12th Ave LS Supplies	650-466.0000.63000	32.88
		366283/1	Trash Can-Rake Bucket	650-466.0000.63000	90.86
W180	Western States Equipment				
APMWB	Check	IN003124701	PERFORM - LOAD BANK	650-466.0000.68021	907.43
Dept 466 Total:					15,402.44
Dept: 468 Wastewater - Surface Water					
VEN04305	CDA Concrete Cutting				
APMWB	Check	7526	Cut Curb @ 1279 Wheatland	650-468.0000.68380	350.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4230863024	WWTP Uniforms	650-468.4000.72000	159.66
		4230119731		650-468.4000.72000	159.66
H1957	Horizon				
APMWB	Electronic Funds Transf	2S230201	Surface Water Parts	650-468.0000.68380	317.58
N001	Napa Auto Parts				
APMWB	Check	340734	Harness for Surface Water Sprayer	650-468.0000.68380	12.26
R1913	Rockhound Landscape Supply				
APMWB	Check	5.15.25	Ashworth/Nike Ct Swales	650-468.0000.68380	87.00
		5.15.2025		650-468.0000.68380	138.00
		5.16.2025	Sod 1020 SF	650-468.0000.68380	601.80
Z026	Ziegler Lumber Co #017				
APMWB	Check	903599	Hammer & Stakes	650-468.0000.68380	48.54
Dept 468 Total:					1,874.50
Fund 650 Total:					109,199.00

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP
Dept: 463 Wastewater Operating
[VEN14291](#) Sletten Construction Company

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	AFP 50	AFP 50 for WRF Tertiary Treatment Improve	651-463.3213.90015	1,125,873.16
Dept 463 Total:					1,125,873.16
Fund 651 Total:					1,125,873.16

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL				
APMWB	Check	42343	Wood Waste	700-461.0000.65050	56.00
VEN05261	CDA PAVING				
APMWB	Check	104014	Crshed base & concrete disposal	700-461.0000.65050	70.00
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/12-07199	General Refuse	700-461.0000.65050	50.62
		09-30289/12-10303	Yard Waste	700-461.0000.65050	207.09
		12-10940	cemetery debris	700-461.0000.65050	81.30
		09-30289/12-06220	Big Can Refuse	700-461.0000.65050	59.83
		09-30289/12-06940	General Refuse	700-461.0000.65050	42.19
Dept 461 Total:					567.03
Fund 700 Total:					567.03

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	145782	Water testing	750-462.0000.68360	150.00
		145969	Water Testing	750-462.0000.68360	150.00
		145929		750-462.0000.68360	150.00
		145863		750-462.0000.68360	150.00
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S012417593.001	1-1/2" X 1" Meter Adapter	750-462.0000.63280	1,106.79
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transfr	1517684	3" Turbo Meter, HRE Register	750-462.0000.68235	1,383.00
		1517494	3in Compound, HRE Registers in USG	750-462.0000.68235	3,335.00
		1518281	Meters Stock 3/4"	750-462.0000.91280	16,800.00
G098	Grainger				
APMWB	Check	9509986213	Marking Paint	750-462.0000.62320	439.80
VEN14482	Gunnerson Consulting and Communication		Site Services, LLC		
APMWB	Check	6411	Apr 2025 Cell Tower Lease Consulting	750-462.0000.62040	337.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6286917/1	Oil Change 2024 GMC 3500	750-462.0000.67170	139.42
N0991	Norco Inc				
APMWB	Check	0043441084	TWIST DRILL BIT SET	750-462.0000.63280	-75.48
		0043544832	Tripdod Safety System	750-462.0000.90050	4,979.86
R251	Serights Ace Hardware				
APMWB	Check	366246/1	Wrench & Ant Killer	750-462.0000.63280	44.22
		366377/1	Water Shop Supplies	750-462.0000.63280	23.17
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	153634016-001	Irrigation Parts	750-462.0000.63280	253.49
S580	Strata				
APMWB	Check	CD2500703-IN	Well #4 Rehab - Strata Invoice April 2025	750-462.3227.95550	847.50
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240147184-00	Water Shop Supplies	750-462.0000.63280	122.97
T106	Titan Truck Equipment				
APMWB	Check	1379222	W124 Up-fit	750-462.0000.90050	28,144.50
W180	Western States Equipment				
APMWB	Check	IN003114227	Seal O-ring	750-462.0000.63280	34.78
Dept 462 Total:					58,516.02
Fund 750 Total:					58,516.02
Report Total:					1,516,376.95



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-22095	60.00
	001-22115	20,000.00
	001-412.0000.65030	910.00
	001-412.0000.66014	6,997.00
	001-412.0000.66043	2,559.48
	001-415.0000.62000	84.70
	001-421.0000.62040	339.18
	001-421.0000.63060	140.00
	001-421.0000.64030	6,015.92
	001-421.0000.66043	7,041.30
	001-421.0000.67020	752.00
	001-421.0000.67100	3,398.71
	001-421.0000.67170	684.35
	001-421.0000.68010	7.98
	001-421.0000.90020	4,863.20
	001-421.4000.72000	979.93
	001-423.1153.68400	1,495.00
	001-424.0000.62040	4,990.00
	001-424.0000.63010	81.08
	001-427.0000.64030	254.52
	001-427.0000.68010	85.00
	001-431.0000.63000	17.25
	001-431.0000.63110	344.30
	001-431.0000.63260	73.25
	001-431.0000.63525	2,048.38
	001-431.0000.64020	300.00
	001-431.0000.66190	3,298.19
	001-431.0000.67090	129.84
	001-431.0000.68010	485.24
	001-431.0000.68090	732.34
	001-431.0000.68100	368.11
	001-431.0000.68130	94.53
	001-431.0000.68140	19.68
	001-431.0000.68150	257.31
	001-431.4000.72000	149.14
	001-434.0000.63011	1,403.62
	001-434.0000.63012	196.76
	001-434.0000.63013	108.62
	001-434.0000.63160	211.84
	001-434.0000.67020	113.90
	001-434.0000.67090	1,532.80
	001-434.0000.67170	742.29
	001-434.0000.67190	5,086.86
	001-434.0000.67210	610.99
	001-434.0000.90010	2,250.00
	001-442.0000.63150	24.29
	001-442.0000.63760	918.00
	001-442.0000.67030	91.69
	001-442.0000.68230	93.29
	001-442.1670.33307	362.50
	001-443.0000.62040	78.19
	001-443.0000.62180	300.00
	001-443.0000.63080	-540.80
	001-443.0000.63150	1,638.32
	001-443.0000.65050	5,019.98

	001-443.0000.66190	147.65
	001-443.0000.67030	109.24
	001-443.0000.67040	1,402.38
	001-443.0000.67090	64.74
	001-443.0000.68111	995.00
	001-443.0000.68170	527.48
	001-443.0000.68215	250.00
	001-443.0000.68230	28.55
	001-443.0000.68240	30.00
	001-443.0000.81505	4,704.00
	001-443.0000.90010	49,994.99
	001-443.1654.33327	1,034.80
	001-443.1658.62330	2,860.00
	001-444.0000.94180	2,646.82
	001-444.1665.93180	880.00
	001-445.0000.62040	1,298.40
	001-445.0000.63070	30.80
	001-445.0000.63080	7.12
	001-445.0000.63210	6,446.41
	001-445.0000.63430	78.48
	001-445.0000.64010	211.00
	001-445.0000.65050	38.80
	001-453.0000.63060	410.23
	001-481.0000.68390	6,802.39
	Fund 001 Total:	171,549.33
008 - 911 SUPPORT		
	008-426.0000.66043	3,591.59
	Fund 008 Total:	3,591.59
011 - FACILITY BUILDING RESERVE		
	011-491.0000.95015	3,882.62
	Fund 011 Total:	3,882.62
029 - CEMETERY CAPITAL IMPROVEMENT		
	029-442.1670.39315	362.50
	Fund 029 Total:	362.50
034 - KOOTENAI FIRE/EMS IMPACT FEES		
	034-428.0000.33117	-750.00
	034-428.0000.62040	22,268.81
	Fund 034 Total:	21,518.81
037 - STREETS IMPACT FEES		
	037-431.1305.62040	6,660.00
	Fund 037 Total:	6,660.00
038 - PARKS IMPACT FEES		
	038-443.0000.94070	14,296.64
	038-443.0000.94165	360.25
	Fund 038 Total:	14,656.89
650 - RECLAIMED WATER OPERATING		
	650-463.0000.63008	17,978.50
	650-463.0000.63110	7,989.18
	650-463.0000.63400	5,499.73
	650-463.0000.63490	13,420.00
	650-463.0000.68010	492.78
	650-463.0000.68025	8,084.35
	650-463.0000.68360	813.90
	650-463.0000.68820	6,283.75
	650-463.3125.95520	31,040.55
	650-463.4000.72000	319.32
	650-466.0000.63000	184.45
	650-466.0000.63330	67.20
	650-466.0000.67170	147.51
	650-466.0000.68021	10,090.43
	650-466.3221.68400	4,912.85
	650-468.0000.68380	1,555.18
	650-468.4000.72000	319.32
	Fund 650 Total:	109,199.00
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	1,125,873.16

		Fund 651 Total:	1,125,873.16
700 - SANITATION			
	700-461.0000.65050		567.03
		Fund 700 Total:	567.03
750 - WATER OPERATING			
	750-462.0000.62040		337.00
	750-462.0000.62320		439.80
	750-462.0000.63280		1,509.94
	750-462.0000.67170		139.42
	750-462.0000.68235		4,718.00
	750-462.0000.68360		600.00
	750-462.0000.90050		33,124.36
	750-462.0000.91280		16,800.00
	750-462.3227.95550		847.50
		Fund 750 Total:	58,516.02
		Report Total:	1,516,376.95

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY

5/9/2025	\$1,882.03	100813 City of Post Falls - Utilities
5/9/2025	\$467.73	100814 Kootenai Electric
5/9/2025	\$1,480.50	100815 Tetri, LLC
5/9/2025	\$80.90	100816 Ziplly Fiber
5/9/2025	\$50.06	100817 Ziplly Fiber
5/9/2025	\$298.95	100818 Ziplly Fiber
5/16/2025	\$676.08	100820 SpectraSite Communications LLC
5/16/2025	\$163.50	100821 Ziplly Fiber
5/16/2025	\$46.07	100822 At& T Long Distance
5/16/2025	\$117,299.51	100823 Avista
5/20/2025	\$49,415.40	100824 Robideaux Motors
5/20/2025	\$49,415.40	100824 Robideaux Motors
5/22/2025	\$2,603.91	100841 Kootenai County Solid Waste
5/22/2025	\$262.24	100842 Ricoh USA Inc.
5/22/2025	\$620.36	100843 Verizon Wireless
5/23/2025	\$60.00	100929 Idaho Rural Water Association
5/23/2025	\$1,153.34	100930 Ziplly Fiber
5/23/2025	\$435.00	100931 Ziplly Fiber
5/23/2025	\$315.00	100932 Ziplly Fiber
5/23/2025	\$435.00	100933 Ziplly Fiber
	\$227,160.98	

Y FOR CHECK RUN 06.04.25

Pay Before Due Date	Utility payment
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Truck Ready for p/u	001-434.0000.90010
Truck Ready for p/u	001-434.0000.90010
Pay Before Due Date	various
Pay Before Due Date	001-445.0000.66050
Pay Before Due Date	Various
Overdue	750-462.0000.64020
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Arc Subdivision Master Development Agreement (SUBD-24-10)

ITEM AND RECOMMENDED ACTION:

Approve the attached Master Development Agreement for the Arc Subdivision (SUBD-24-10). A presentation is not planned on this item.

DISCUSSION:

On February 27, 2025, the Planning and Zoning Commission held a public hearing on The Arc Subdivision and issued a reasoned decision approving the subdivision on May 13th, 2025. 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 February 27, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on May 13th, 2025, approving the subdivision.

APPROVED OR DIRECTION GIVEN:

On February 27, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on May 13th, 2025 approving the subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Signed Arc Master Development Agreement

**MASTER DEVELOPMENT AGREEMENT
FOR
THE ARC SUBDIVISION
(File No. SUBD-24-10)**

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 **Wyld, LLC** an Idaho Limited Liability Company, 821 E. Young Avenue, Coeur d' Alene 83814 and **Corstor, LLC**, an Idaho Limited Liability Company 1010 S. Lakeside Drive, Liberty Lake, Washington 99019, 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 **6.14** 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 **The Arc** (hereinafter the "Project"). The Project is more specifically identified and described as the **(The Arc Subdivision, Exhibit A-2, File # SUBD-24-10, 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 Planning and Zoning Commission held a public hearing on **February 27, 2025** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Arc 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.
- E. 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.
- F. City acknowledges that the Developer, shall be allowed to develop **The Arc Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City’s review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City’s review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City’s administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City’s Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

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

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

1. Property and Term.

1.1 Property Subject to this Agreement

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

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

OWNER(S)
WYLD LLC
821 E. Young Ave.
Coeur d' Alene, Idaho 83814

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

CORSTOR LLC
1010 S. Lakeside Drive
Liberty Lake, Washington 99019

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 **twenty-seven (27)** pages, including the Recitals and 3 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 (The Arc Subdivision Narrative, Exhibit A-2, File # SUBD-24-10, Post Falls Community Development Department)**
- Exhibit 2: Reasoned Decision, The Arc Subdivision**
- Exhibit 3: Legal Description and Plan of Record**

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 _____, 2025.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner(s)



WYLD, LLC

**By Noah Stam,
Its Manager**

By: Owner(s)

A handwritten signature in black ink, appearing to read "Kirk Brandt", is written over a horizontal line.

CORSTOR, LLC

By Kirk Brandt

Its Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

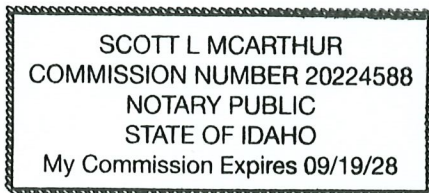
Notary Public for the state of Idaho
Commission Expires: _____

(Stamp above)

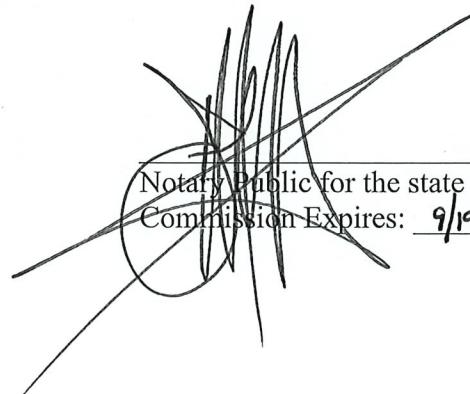
OWNER/DEVELOPER(S)

STATE OF IDAHO)
 :SS
County of Kootenai)

This record was acknowledged before me on 5/1/2021 by **Noah Stam** as **Manager of Wyld, LLC**.



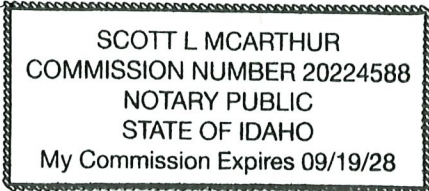
(Stamp above)



Notary Public for the state of Idaho
Commission Expires: 9/19/2028

STATE OF IDAHO)
 :SS
County of KOOTENAI)

This record was acknowledged before me on 5/12/2021 by **Kirk Brandt** as **Member of CorStor,**
LLC



(Stamp above)

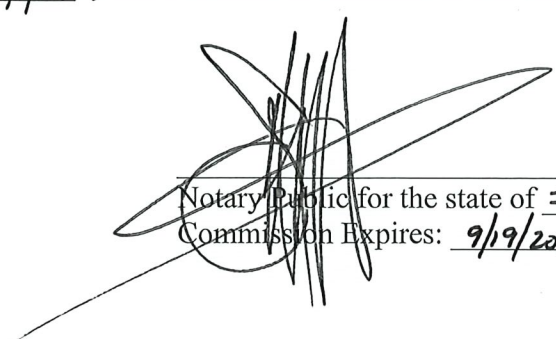

Notary Public for the state of IDAHO
Commission Expires: 9/19/2028

Exhibit 1



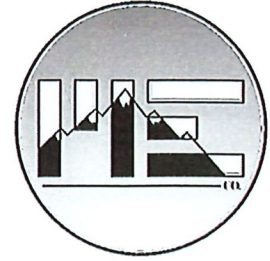
THE ARC
SUBDIVISION REQUEST
CITY OF POST FALLS, IDAHO



THE ARC SUBDIVISION

SUBDIVISION REQUEST NARRATIVE

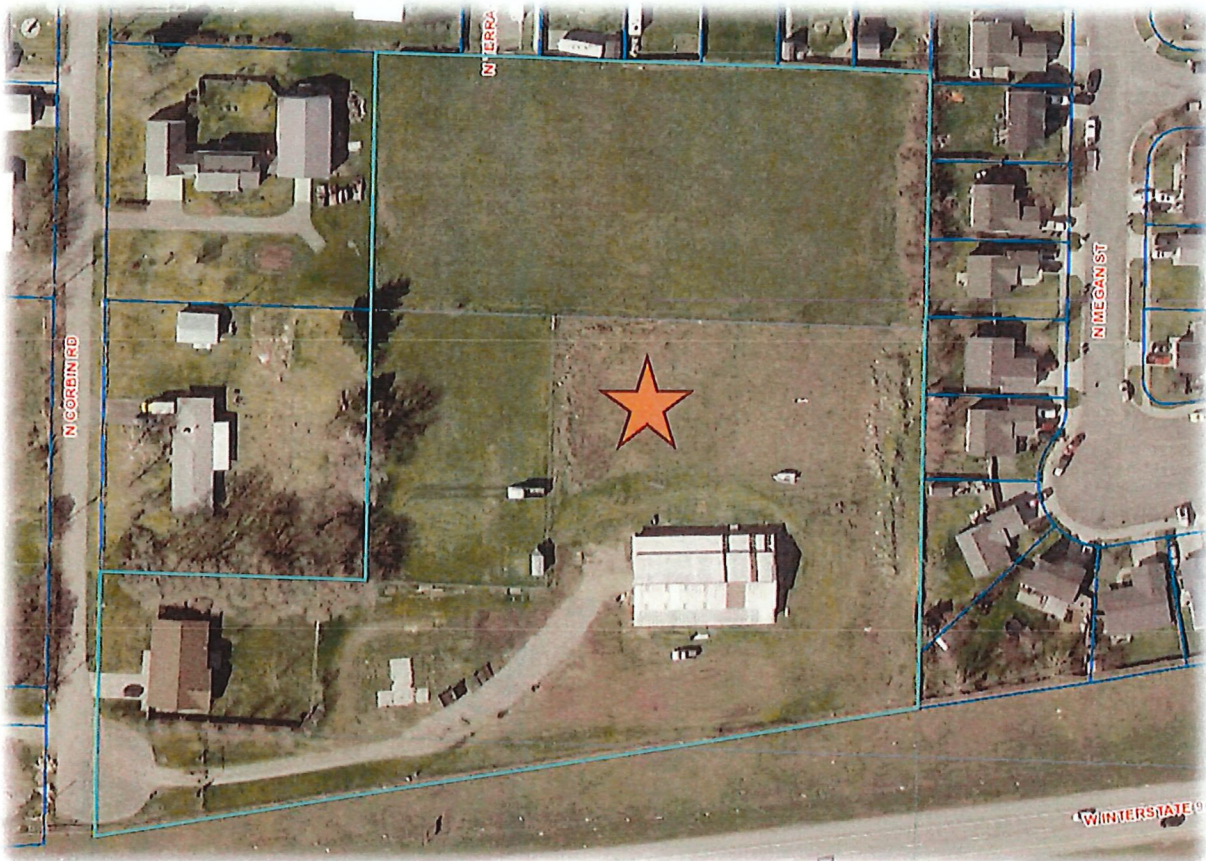
CITY OF POST FALLS, IDAHO



- **Project Summary:** This narrative shall outline the proponent's request for a subdivision on approximately 6.14-acres of land located East of Corbin Road, North of Interstate-90, in Section 05, Township 50 North, Range 05 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho.

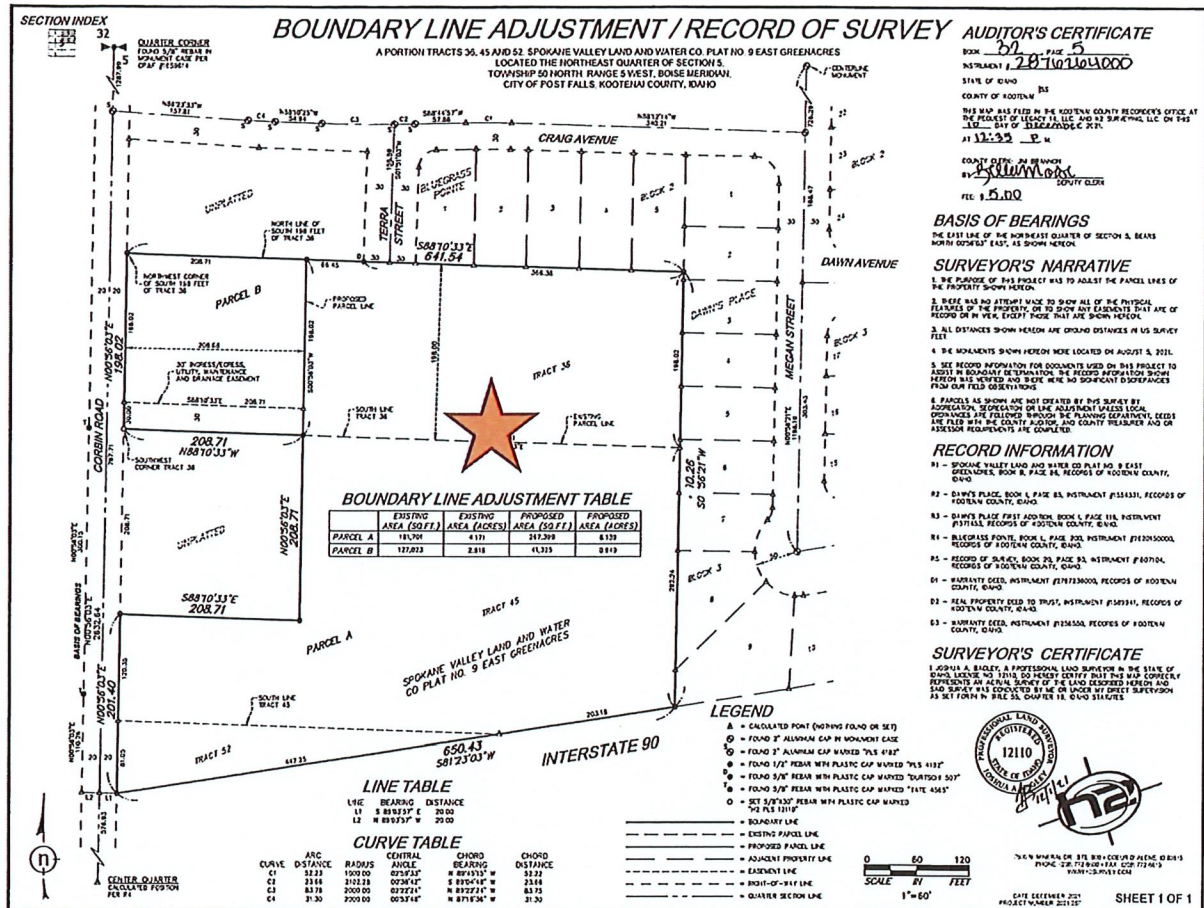
The property in question is encumbered by two (2) zoning designations. The southern 4.17-acres of this property is zoned R-3, and the northern 1.97-acres of this property is zoned R-1 with a City of Post Falls approved Special Use Permit (SUP-24-4), allowing for the development of cottage home and tiny home Lots.

This subdivision request shall consist of a mix of single-family cottage homes, single-family tiny homes, and residential multi-family structures that shall be Condominium Platted at a later date.



- **Parcel/AIN:** P-3900-05-045-AA / 104507
- **Property Size:** ±6.14 acres

■ Record of Survey (Book 32/Page 5, Records of Kootenai County):



■ Landowner #1 (Proponent):

WYLD LLC // Noah and Emily Stam
1831 North Lakewood Drive, #100
Coeur d'Alene, Idaho 83814
Tel: 208.446.4506
Em: noahstam14@me.com

■ Landowner #2 (Single Family Home):

CORSTOR LLC // Kirk and Donna Brandt
1010 South Lakeside Drive
Liberty Lake, Washington 99019
Tel: 509.879.4033
Em: corstorllc@gmail.com

■ Applicant (Engineer):

McArthur Engineering Company LLC // Scott McArthur
PO Box 2488
Post Falls, Idaho 83877
Tel: 208.446.3307
Em: scott@mcArthur-eng.com

- **Existing Conditions:** The property is developed with a single-family residential home, and a large secondary barn structure that are located in the R-3 zoned portion of the property.

Access to the existing home and barn structure are off of Corbin Road. The Terra Street right of way is extended to the North boundary of the property.

The topography of this property is relatively flat, with around four (4) feet of elevation relief, with the property generally draining North to the South.

There are no existing stormwater management improvements on the property.

Water is provided by East Greenacres Irrigation District (EGID). Potable water is extended to the existing home, and irrigation is provided by a secondary service. Both are connected to an existing is existing 6" AC Water Main in the Corbin Road right of way. An existing 8" PVC Water Main is also extended to the property in the Terra Street right of way.

The existing home is connected to an existing onsite septic system that was permitted by Panhandle Health District. The property owner is in the process of extending City of Post Falls sanitary sewer infrastructure (8" PVC Sewer Main), within the Corbin Road right of way, to this property for this development (approved by the City), and the existing home will be connected to this sewer infrastructure once it is accepted.

Adjacent properties to the North and East of the subject property are zoned R-1, and are developed with single family residences, ± 0.18 acre Lots. Adjacent properties to the West of the subject property are also zoned R-1 and are developed with single-family residences, ± 1.0 acre Lots.

Dry utilities (power, gas, phone, cable, etc.) exist in the public right of way (Corbin Road/Terra Street).

- **Proposed Development:** The following shall outline the proposed development plan that is depicted on the submitted Preliminary Plat, and within the Conceptual Subdivision Plan:
 - **Structures:** The proponent intends to construct Cottage homes, Tiny homes, and residential multi-family structures that shall be Condominium Platted at a later date.
 - **Timeframe:** Timing of the onsite development shall be subject to subdivision approval.
 - **Access:** Access to the proposed subdivision Lots shall be via the extension of Terra Street (public road), and a series of private alleys that will also serve as public/private utility corridors.
 - **Stormwater Management:** Stormwater from the impervious surfaces shall be conveyed to stormwater swales for treatment and shall outlet to stormwater drywells or through infiltration into the onsite prairie sand/gravel soil after being treated by the organic swale soils/vegetation.
 - **Landscaping:** A public right of way landscape plan shall be prepared in accordance with City of Post Falls requirements. This landscape plan shall also address the privately owned common area landscaping and shall also provide the developer with standards and guidance for individual Lot landscaping to ensure the development landscaping is cohesive.

CE
2024

- **Open Space:** The City of Post Falls requires dedicated open space for Cottage Home, Tiny Home, and Multi-Family development. This open space shall be owned/managed by one (1) common Home Owners Association (HOA) in charge of the development. An HOA managed irrigation service or services shall be included in the development to serve the common areas. The following breakdown is illustrated on the attached Preliminary Plat:
 - ❖ **Cottage Homes:** Section 18.24.032, City of Post Falls Municipal Code
Tiny Homes: Section 18.24.034, City of Post Falls Municipal Code
 - **Required:** 12,675 SF
325 SF per Lot x 39 Lots
 - **Provided:** ±17,890 SF
(more than 12,675 SF)
 - ❖ **Multi-Family:** Section 18.24.030(D), City of Post Falls Municipal Code
 - **Required:** 7,200 SF + two (2) amenities
300 SF per Unit x 24 Units
 - **Provided:** ±8,917 SF + two (2) amenities
(more than 7,200 SF)
- **Common Area / Lot Maintenance:** The proponent, through the development of the project CC&Rs, shall direct the Home Owner Association (HOA) to maintain the common areas, right of way frontage, and the individual Lot landscaping, inclusive of such maintenance items as general landscaping maintenance, and snow removal/de-icing. Each Lot owner will be required to provide irrigation to their landscape areas and roadway frontage areas, while the common open space areas will be irrigated by the HOA irrigation system.
- **Setbacks:** All proposed residential structures shall meet the requirements outlined in the City of Post Falls Municipal Code.
 - ❖ **Cottage Homes:** Section 18.24.032, City of Post Falls Municipal Code
 - ❖ **Tiny Homes:** Section 18.24.034, City of Post Falls Municipal Code
 - ❖ **Multi-Family:** Section 18.24.030(D), City of Post Falls Municipal Code
- **Parking:** Parking for each residential home and multi-family unit shall be provided in accordance with City of Post Falls Standards and requirements (Section 18.24.070 – Parking). The following shall define the parking requirements for this development:
 - ❖ **Cottage/Tiny Homes:** Section 18.24.032 (C.5-Cottage) and 18.24.034 (C.5 – Tiny)
 - **Required:** 88 parking spaces
2.25 spaces per home x 39 homes
 - **Proposed:** 90 parking spaces + public right of way parking
2 spaces per home (driveway/carport)
+ 12 alley parking spaces + public right of way parking
 - ❖ **Multi-Family:**
 - **Required:** 48 parking spaces
2 spaces per Unit x 24 Units
 - **Proposed:** 51 parking spaces + public right of way parking
2 spaces per Unit (garage/driveway)
+ 3 alley parking spaces + public right of way parking
 - ❖ **Single Family Home:**
 - **Required:** 2 parking spaces
 - **Proposed:** 2 parking spaces + public right of way parking

- **Sanitary Sewer:** Sanitary sewer is provided by the City of Post Falls who shall review and approve the proposed infrastructure improvements. The proponent has already began constructing the extensive offsite sewer infrastructure improvements that will be required to serve this proposed development. This offsite infrastructure is also inclusive of extending sewer services to neighboring parcels that are adjacent to the improvements, who are currently using individual onsite septic systems, which includes the existing home that is located on the subject property. The offsite sewer improvements are expected to be completed in the Spring/Summer of 2025, while the onsite sanitary sewer improvements are expected to begin once the subdivision improvements plans, and Construction Improvement Agreement (CIA) are approved by the City of Post Falls. The conceptually proposed onsite sewer infrastructure plan is included in the submittal documents.
- **Domestic Water:** Water is provided by East Greenacres Irrigation District (EGID), who along with the Idaho Department of Environmental Quality (DEQ) shall review and approve the proposed water system infrastructure improvements for this development. Each proposed Lot shall be provided with one (1) water service for domestic and irrigation water, per EGID standards requirements. The common area irrigation water will be specified on the final plan set and approved by the City for the management of the common area landscaping. All Lot and common area irrigation shall be automated. Fire flow shall be achieved on this site via an internal water system loop between Terra Street (existing 8" PVC water main), and Corbin Road (existing 6" AC water main). EGID approved water system infrastructure improvements are under construction in Corbin Road, as part of the development sewer infrastructure extension project.
- **Dry Utilities:** Existing dry utilities (power, gas, phone, cable, etc.) are available in the public rights of way of Corbin Road and Terra Street for expansion through the development to serve the proposed residential homes.
- **Subdivision Pre-Development Meeting:** A subdivision pre-application meeting was held with the appropriate parties, for this proposed subdivision, on September 19, 2024 (PA-24-51).
- **Corbin Road Infrastructure Improvements:** As previously stated, the project proponent is in the process of constructing sanitary sewer and domestic water infrastructure improvements in Corbin Road. These improvements are required for the subject property to be developed. The City, and EGID, initially approved the Corbin Road Utility Plans (DIP-24-4) on September 30, 2024, with the Construction Improvement Agreement (CIA-24-14) being approved by City Council on or around October 16, 2024. The initial portion of this project was constructed and re-paved by Saturday November 8, 2024. The remaining improvements will be completed with the construction of this subdivision infrastructure, in the Spring/Summer of 2025.
- **Zoning:** As previously stated, the development property is dual zoned, with the southern 4.17-acres being zoned R-3 (along Interstate-90), and the northern 1.97-acres being zoned R-1 with a Special Use Permit (SUP-24-4) for the development of Cottage Homes and Tiny Homes.
- **Future Land Use Map:** The City of Post Falls Future Land Use Map designates this property, and the surrounding properties as "Business/ Commercial"; however, the proponents proposed residential uses are consistent with the surrounding residential uses.

- **Criteria for Subdivision Approval (Section 17.12.060(H) – City of Post Falls Municipal Code):**
 - Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of Subdivision proposed.
 - The project proponent is currently working with East Greenacres Irrigation District to improve the existing water main in Corbin Road, and extend water into the development property from Corbin Road (per the City and EGID approved plans). East Greenacres Irrigation District also has an existing 8” PVC water main located in Terra Street to the North of the development that will extended through (loop) the development to Corbin Road as depicted on the attached Preliminary Water Plan Overview.
 - Adequate provisions have been made for a public sewage system and that the existing Municipal system can accommodate the proposed sewer flows.
 - The project proponent is in the process of constructing sanitary sewer infrastructure in the Corbin Road right of way to serve this development. Several “gaps” exist in the partially “dry” sewer improvements in Corbin Road, and the project proponent has agreed to complete those improvements to provide sewer to this proposed development. See the attached sewer plan.
 - Proposed streets are consistent with the transportation element of the comprehensive plan.
 - The proposed public and private street configuration has been reviewed and discussed with the City staff. Minor modifications may be necessary to meet City of Post Falls requirements.
 - 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 project proponent is currently working with a Geotechnical Engineering firm to prepare a Preliminary Geotechnical Engineering Report for this property that is located in the City of Post Falls, surrounded by existing residential developments, and there are no known concerns with the current site conditions, based on our initial site observations.
 - The area proposed for Subdivision is zoned for the proposed use and the use conforms to other requirements found in this Code. The *Developer* has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for *Off-Site* impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, *Off-Site* mitigation will be dealt with through the obligation to pay *Development* impact fees.
 - The proposed subdivision request is consistent with applicable zone districts, and through a City approved Special Use Permit (SUP-24-4) for a small portion of the site. The proponent has already engaged in City approved infrastructure development, at his own expense, to complete the offsite improvements that are going to serve this development, and the surrounding in-fill properties that are benefiting from these improvements, some of which are in another sewer collection basin, but are receiving a City of Post Falls required sewer service in the event their existing onsite septic system fails before City sewer is extended to their property, at which time they will be required to connect to City sewer.

Exhibit 2

**The Arc Subdivision
File No. SUBD-24-10**

**Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: McArthur Engineering

OWNER: WYLD LLC

LOCATION: North of Interstate 90 and east of the southernmost end of N. Corbin Road, as well as south of the Terra Street terminus.

REQUEST: To subdivide approximately 6.14-acres into 39 cottage/tiny home lots and three multi-family lots within the High Density Residential (R3) and Single-Family Residential (R1) zoning designation.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Preliminary Plat
5. A-5 Will Serve Letter
6. A-6 Owners Authorization
7. A-7 Open Space and Typical Lot Layout
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 PFPD Comments
14. PA-4 YPL Comments
15. PA-5 DEQ Comments
16. P&Z Staff Report
17. Testimony at the February 27, 2025, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 27, 2025, 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 6.14-acres into 39 cottage/tiny home lots and three multi-family lots within the High Density Residential (R3) and Single-Family Residential (R1) zoning designation.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the applicant, Scott McArthur on behalf of WYLD, LLC, is requesting to subdivide approximately 6.14-acres into 39 cottage/tiny home lots and three multifamily lots within the High Density Residential, (R3), and Single-Family Residential (R1) zoning designations.

Mr. Manley testified that the property is located north of Interstate 90 and east of the southernmost end of N. Corbin Road and south of the Terra Street terminus. The zoning includes both High Density Residential and Single-Family Residential and the surrounding area is also zoned R1. Mr. Manley further testified that the site is currently utilized as a large residential lot located over the Rathdrum Prairie Aquifer, with utilities to be provided by East Greenacres Irrigation and the City of Post Falls. The city has confirmed it can support the proposed density and will serve the development.

Mr. Manley testified that the proposed street layout aligns with the city's transportation element and the site was free from significant soil or topographical hazards. The subdivision proposal conforms to zoning requirements for High Density Residential (R3) and Single-Family Residences R1. Mr. Manley testified that Corbin Road is classified as a local residential street and Seltice Way as a principal arterial. Traffic studies indicate the development will not negatively affect the Corbin Road-Seltice Way intersection, and improvements are planned for Corbin Road. The proposal includes over 14,000 square feet of open space, which exceeds the city's requirement. The project also meets proportional garage and lot size requirements and complies with Titles 17 and 18 of the city code. Individual lots are above the minimum size for cottage development, and the multifamily units will be reviewed later under a separate site plan. Fees for parks, safety, streets, and emergency services will be collected with each building permit to offset off-site impacts.

Scott McArthur, McArthur Engineering, Applicant

Mr. McArthur presented on behalf of the applicant, echoing many of Mr. Manley's points stating that the goal is to offer affordable housing and promote homeownership. Mr. McArthur stated the site will include one existing home (to be connected to sewer), 39 cottages, and 24 multifamily units. Infrastructure work, including mass grading and utility extensions, is already underway with city-approved plans. A significant amount of unsuitable material was removed from the site and replaced with structural fill. The site comprises R1 zoning with a special use permit and adjoining R3 zones totaling approximately six acres. This development seeks to address the critical need for attainable housing in our community specifically for workforce families, veterans, seniors, and first-time homebuyers by offering an affordable homeownership opportunity.

Mr. McArthur presented renderings of both the cottages and multifamily units showing compliance with city standards. Also presented were amenities like a gazebo, outdoor gym, landscaping, and walkways that are planned. Mr. McArthur testified that deed restrictions will ensure ongoing common area maintenance. McArthur emphasized they are building a cohesive neighborhood, not overloading the area.

The hearing was opened for public comment. There were no comments.

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 East Greenacres Irrigation has indicated there is adequate capacity to provide service to the subdivision as proposed.

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

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

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

The Commission determines that the subdivision and proposed layout are consistent with the city's Transportation Master Plan and will not have a negative impact on the local transportation system. There was testimony the intersection of Corbin Road and Seltice Way has the capacity for the impact to traffic and improvements will be made to Corbin Road.

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

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

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

The Commission determines that this subdivision and proposed lots conform to the requirements found in Title 18 and Title 17.

- 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, 1-11 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. Correction 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 infrastructure for the proposed subdivision may be completed in multiple phases.
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.
7. Open space tracts, including public rights-of-way between Interstate 90 and Terra St. Shall be landscaped, irrigated and maintained by the homeowners' association.
8. The proposed alley(s) shall be privately owned and maintained by the homeowners' association.
9. A 6-foot barrier fence shall be provided between the subdivision and Interstate 90 to promote public safety. Fencing shall be installed with the first phase, with the fence design taking into consideration snowplow operations where the fence is adjacent to Terra Street.
10. The existing home on Lot 1, indicated to remain. Shall connect to City of Post Falls sanitary sewer and the existing septic system abandoned per Panhandle Health requirements.
11. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. The Urban Forester shall be notified prior to planting.

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

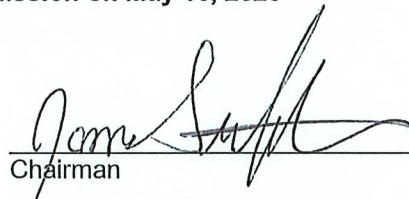
Not applicable.

E. CONCLUSION

SUBD-24-10: 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 May 13, 2025

5/13/25
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

Exhibit 3

THE ARC SUBDIVISION BOUNDARY Legal Description

A portion of Tracts 36, 45 and 52, PLAT NO. 9 EAST GREENACRES, as recorded in Book "B" at Page 86, records of Kootenai County, Idaho, located in the Northeast Quarter of Section 5, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Northeast Quarter of Section 5, Township 50 North, Range 5 West, from which the northwest corner of the Northeast Quarter of said Section 5 bears North $00^{\circ}56'03''$ East, a distance of 2632.64 feet;

Thence North $00^{\circ}56'03''$ East along the west line of said Northeast Quarter of Section 5, a distance of 576.93 feet;

Thence South $89^{\circ}03'57''$ East leaving said west line of the Northeast Quarter of Section 5, a distance of 20.00 feet to the intersection of the east right-of-way line of Corbin Road and Interstate 90 and the **Point of Beginning**;

Thence North $00^{\circ}56'03''$ East along said east right-of-way line of Corbin Road, a distance of 201.40 feet to the southwest corner of the property described per warranty deed, Instrument #1589941, records of Kootenai County, Idaho;

Thence South $88^{\circ}10'33''$ East leaving said east right-of-way line of Corbin Road along the south line of the property described per said warranty deed, Instrument #1589941, a distance of 208.71 feet;

Thence North $00^{\circ}56'03''$ East along the east line of the property described per said warranty deed, Instrument #1589941, a distance of 208.71 feet to the south line of said Tract 36;

Thence North $00^{\circ}56'03''$ East parallel to and 208.68 feet east of the west line of said Tract 36, a distance of 198.02 feet to the north line of the South 198 feet of Tract 36;

Thence South $88^{\circ}10'33''$ East along the north line of the South 198 feet of Tract 36, a distance of 432.83 feet to the west line of DAWN'S PLACE, as recorded in Book "I" at Page 85, Instrument #1554331, records of Kootenai County, Idaho;

Thence South $00^{\circ}56'21''$ West along said west line of DAWN'S PLACE, a distance of 490.26 feet to the north right-of-way line of Interstate 90;

Thence South $81^{\circ}23'03''$ West along said north right-of-way line of Interstate 90, a distance of 650.43 feet to the east right-of-way line of Corbin Road and the **Point of Beginning**;

Containing 267,399 square feet or 6.139 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above-described parcels.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC

SECTION INDEX

BOUNDARY LINE ADJUSTMENT / RECORD OF SURVEY

AUDITOR'S CERTIFICATE

BOOK 20 PAGE 5
INSTRUMENT 2011060000
STATE OF IDAHO

COUNTY OF KOOTENAI

THIS MAP WAS FILED IN THE KOOTENAI COUNTY RECORDER'S OFFICE AT THE REQUEST OF LEONARD M. LEE, L.L.C. AND AS SURVEYING, LLC ON THIS DATE 12-13-11 P. M.

COUNTY CLERK BY BRUNNEN DEPUTY CLERK

FEE \$ 5.00

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 5, BEARS NORTH 09°56'03" EAST, AS SHOWN HEREON.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO ADJUST THE PARCEL LINES OF THE PROPERTY SHOWN HEREON.
2. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL MONUMENTS LOCATED ALONG THE PARCEL LINES THAT ARE OF RECORD OR IN VIEW, EXCEPT THOSE THAT ARE SHOWN HEREON.
3. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
4. THE MONUMENTS SHOWN HEREON WERE LOCATED ON AUGUST 5, 2011.
5. SEE RECORD INFORMATION FOR REQUIREMENTS USED ON THIS SURVEY TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.
6. PARCELS AS SHOWN ARE NOT CREATED BY THIS SURVEY BY THE SURVEYOR. THE SURVEYOR HAS ONLY ADJUSTED THE PARCEL LINES AND DISTANCES TO REFLECT THE PLANNING DEPARTMENT, DEEDS AND RECORD INFORMATION. THE SURVEYOR HAS NOT CONDUCTED A FIELD ASSESSOR REQUIREMENTS ARE COMPLETED.

RECORD INFORMATION

- R1 - SPOKANE VALLEY LAND AND WATER CO. PLAT NO. 9 EAST GREENACRES, BOOK B, PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R2 - DAWN'S PLACE, BOOK L, PAGE 85, INSTRUMENT #155431, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - DAWN'S PLACE FIRST ADDITION, BOOK L, PAGE 116, INSTRUMENT #151453, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - BLUEGRASS POINTE, BOOK L, PAGE 200, INSTRUMENT #220150000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - RECORD OF SURVEY, BOOK 20, PAGE 90, INSTRUMENT #1807104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D1 - MONUMENT DATED, INSTRUMENT #2767236000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D2 - REAL PROPERTY USED TO TRUST, INSTRUMENT #1589941, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D3 - WARRANTY DEED, INSTRUMENT #1258550, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEYOR'S CERTIFICATE

I, JOSHUA A. BAKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, LICENSE NO. 12110, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREON AND WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AS SET FORTH IN TITLE 55, CHAPTER 19, IDAHO STATUTES.



7500 N. MINERAL DR. STE. 300 • COEUR D'ALENE, ID 83815
PHONE (208) 772-6000 • FAX (208) 772-6019
WWW.BAKERSURV.COM

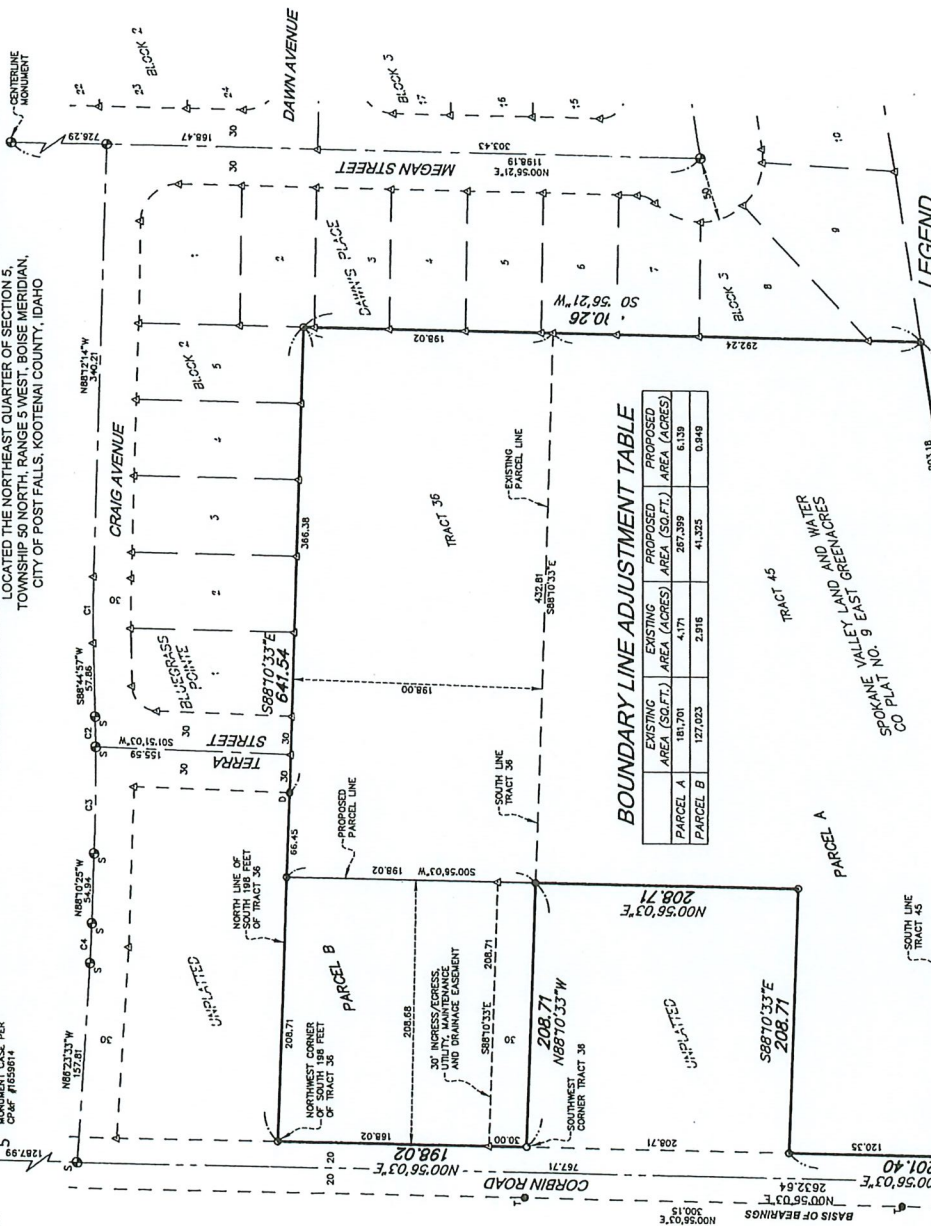
DATE DESCRIBED: 08/05/2011
PROJECT NUMBER: 2011-001

SHEET 1 OF 1

ENTERLINE MONUMENT

A PORTION TRACTS 36, 45 AND 52, SPOKANE VALLEY LAND AND WATER CO. PLAT NO. 9 EAST GREENACRES, LOCATED THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

QUARTER CORNER FOUND 5/8" REBAR IN CHAF #155914



BOUNDARY LINE ADJUSTMENT TABLE

	EXISTING AREA (ACRES)	EXISTING AREA (SQ.FT.)	PROPOSED AREA (ACRES)	PROPOSED AREA (SQ.FT.)
PARCEL A	181.701	4,171	387.399	6,139
PARCEL B	127.023	2,818	41,325	0,849

LEGEND

- A - CALCULATED POINT (NOTHING FOUND OR SET)
- B - FOUND 2" ALUMINUM CAP IN MONUMENT CASE
- C - FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 4182"
- D - FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "THURTSCH 507"
- E - FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "TATE 4585"
- F - SET 5/8" REBAR WITH PLASTIC CAP MARKED "THE PLS 12110"
- G - BOUNDARY LINE
- H - EXISTING PARCEL LINE
- I - ADJUSTED PARCEL LINE
- J - ADJACENT PROPERTY LINE
- K - EASEMENT LINE
- L - RIGHT-OF-WAY LINE
- M - QUARTER SECTION LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°33'57" E	20.00
L2	N 89°33'57" W	20.00

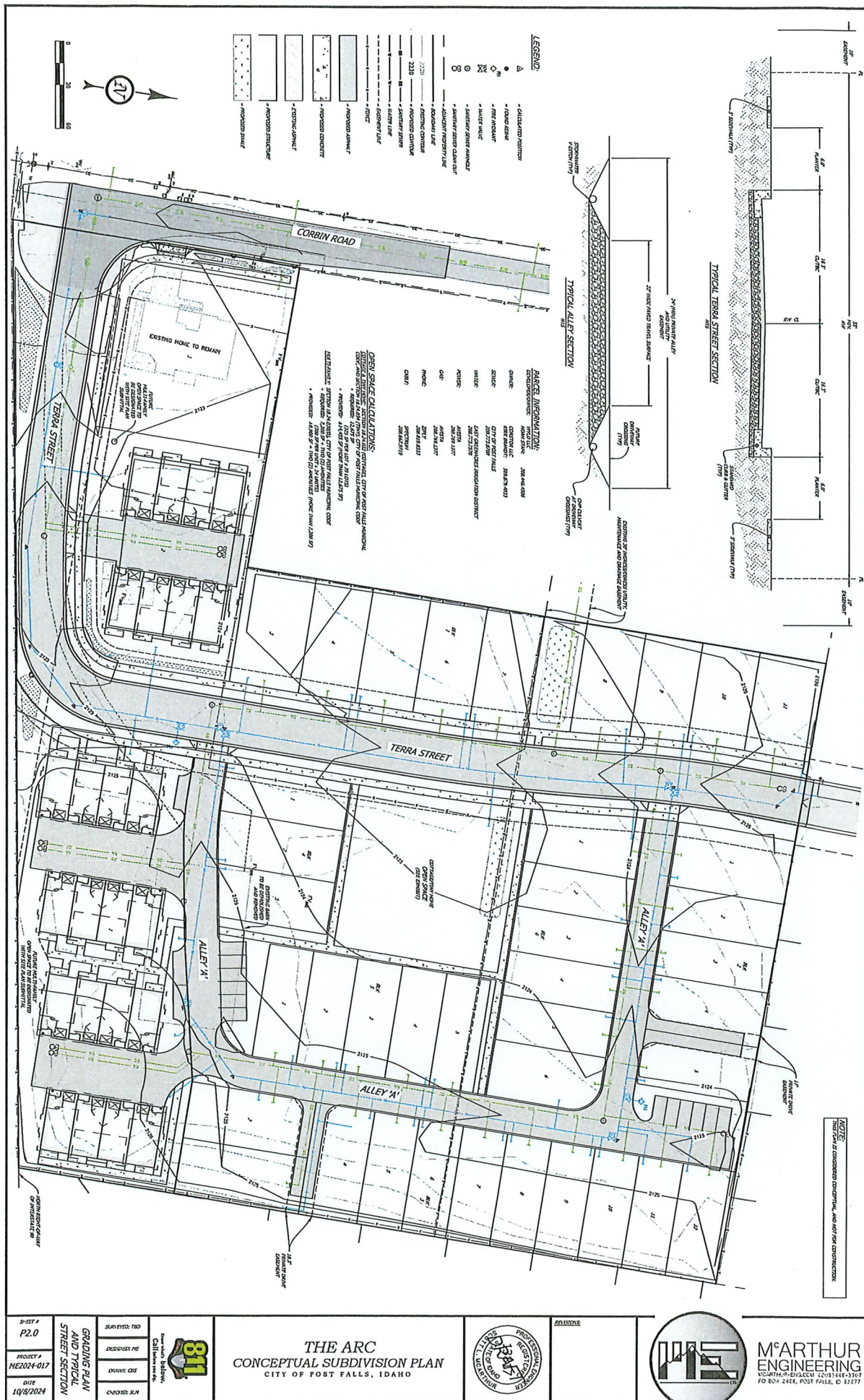
CURVE TABLE

ARC	CURVE	DISTANCE	CHORD	CHORD
C1	22.23	1000.00	N 89°45'15" W	52.22
C2	53.76	2000.00	N 89°22'24" W	63.75
C3	53.76	2000.00	N 89°22'24" W	63.75
C4	31.30	2000.00	N 87°16'36" W	31.30

CENTER QUARTER CALCULATED POSITION PER R4



0 60 120
SCALE IN FEET
1"=60'



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Foxtail 11th Addition Final Subdivision Plat

ITEM AND RECOMMENDED ACTION:

Staff recommends approval of the final plat of the Foxtail 11th Addition subdivision. Approval of this item will authorize the Mayor to sign the final plat.

DISCUSSION:

Foxtail 11th Addition is a 55-lot subdivision located near E. Early Dawn and N. Meyer. Engineering staff, with Community Development and Kootenai Fire & Rescue, reviewed the submitted final plat documents to ensure that they are consistent with the preliminary plat approval and the City's subdivision construction standards. Construction plans were approved on January 21, 2025, and a Construction Improvement Agreement was executed on February 4, 2025, that authorized the developer to construct the required subdivision improvements. The final step in the subdivision approval process is the approval of the final plat, which creates the legal lots for sale. Under the City's subdivision ordinance, the final plat is returned to the City Council for authorization of the mayor's signature. As required by our code, city engineering staff certifies that infrastructure improvements have been completed or that a surety has been provided to guarantee the completion of subdivision improvements. Because the developer of Foxtail 11th Addition is platting prior to completion of the subdivision improvements, they are providing surety for the remaining public improvements associated with the subdivision.

Approved plat attached. Mylars to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 4, 2025 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. Foxtail 11th Approved Plat
2. Foxtail 11th Location Map

FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

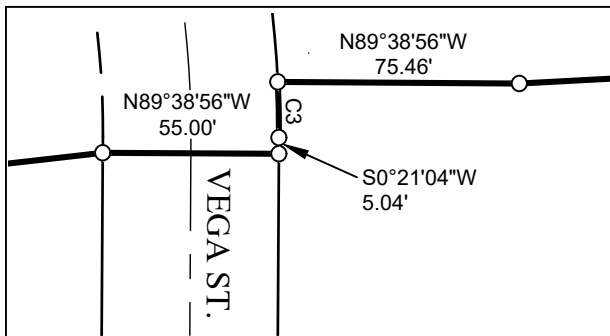
BOOK PAGE
INST.#

LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
- ◇ 1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- ⊙ FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 9367
- ⊕ FOUND 3" USDA BRASS CAP
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ⦿ 5/8" x 24" REBAR WITH 1-1/2" STAINLESS STEEL, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊛ CENTER SECTION CORNER AS NOTED
- ⊞ E-W 1/4 SECTION CORNER AS NOTED
- ⊞ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- ⬢ EASEMENT IDENTIFIER

DETAIL A

SCALE : 1" = 60'



FOXTAIL 8

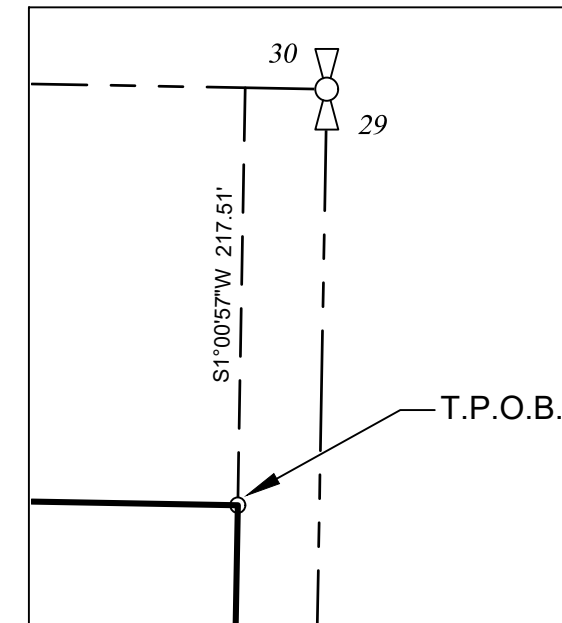
SEE DETAIL A
THIS PAGE

SEE DETAIL B
THIS PAGE

E. 1/4 CORNER SEC. 30.
FOUND 1" IRON PIPE PER
CP&F #2455741000

DETAIL B

SCALE : 1" = 100'



NOT IN PLAT

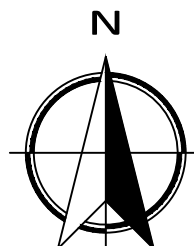
REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 PLAT OF FOXTAIL 6TH ADDITION BY CHAD J. JOHNSON PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGE 660, UNDER INSTRUMENT NO. 2879945000.
- R-2 PLAT OF FOXTAIL 8TH ADDITION BY CHAD J. JOHNSON PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGE 781, UNDER INSTRUMENT NO. 2926940000.
- R-3 PLAT OF FOXTAIL 9TH ADDITION BY CHAD J. JOHNSON PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGE 908, UNDER INSTRUMENT NO. 2962417000.

NOTES

- 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.



H-Scale 1"= 100'



BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00008183. A CONVERGENCE ANGLE OF - 00°50'20" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE THE NEXT PHASE OF THE FOXTAIL P.U.D. KNOWN AS FOXTAIL 9TH ADDITION SURVEY MONUMENTS WERE FOUND/HELD FROM PREVIOUS PHASES OF THE DEVELOPMENT AS DEPICTED HEREON.



FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

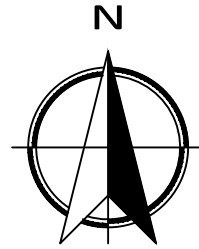
DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET
FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	1 6

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

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INST.#



○	FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
◇	1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
◎	FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 9367
●	SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
⦿	5/8" x 24" REBAR WITH 1-1/2" STAINLESS STEEL, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
□	CALCULATED POSITION, NOTHING FOUND OR SET
CP&F	CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
T.P.O.B.	TRUE POINT OF BEGINNING
E.I.	EASEMENT IDENTIFIER

E1	10' SIDEWALK AND UTILITY EASEMENT.
E2	15' SIDEWALK AND UTILITY EASEMENT.



FOXTAIL 11TH ADDITION				
A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET 2 6	
FILE NAME: 22-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com	

FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST. #



EASEMENT LEGEND

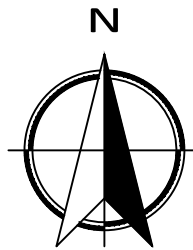
- E1 10' SIDEWALK AND UTILITY EASEMENT.
- E2 15' SIDEWALK AND UTILITY EASEMENT.

LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
- ◇ 1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- ⊙ FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 9367
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- CALCULATED POSITION, NOTHING FOUND OR SET
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 EASEMENT IDENTIFIER



FOXTAIL 11TH ADDITION				
A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	3 6	

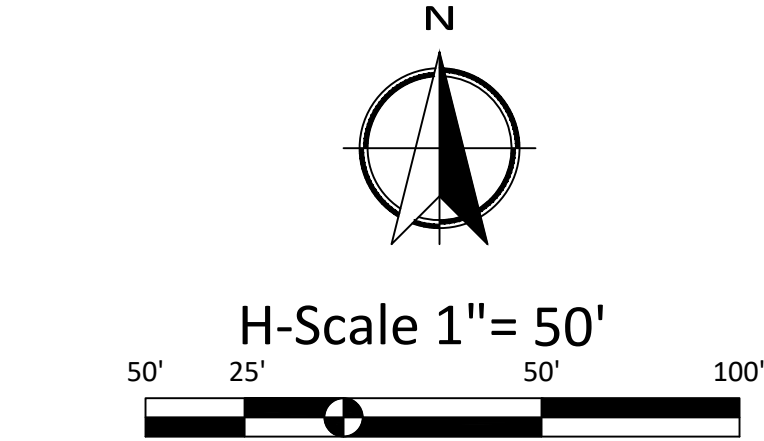
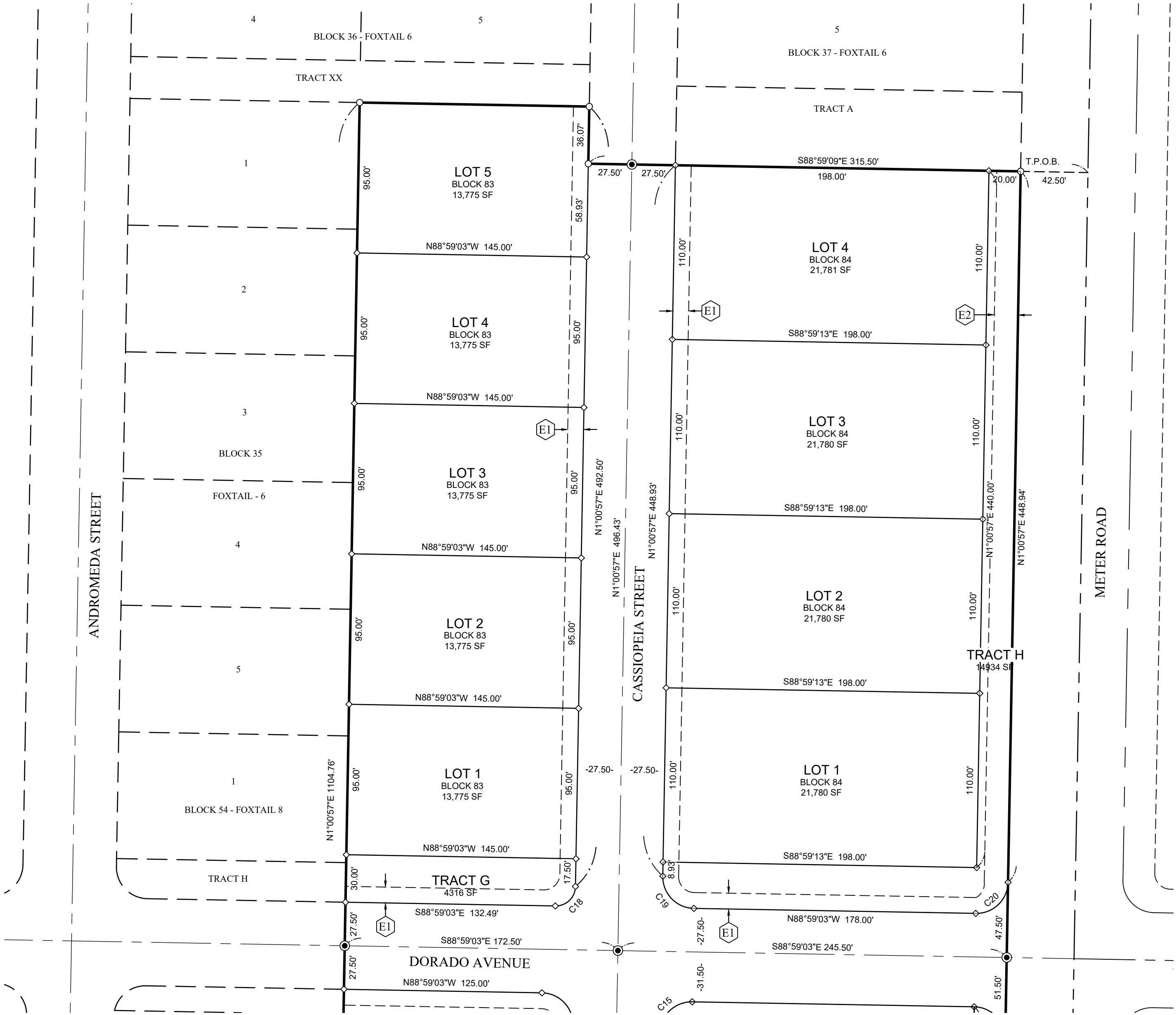


H-Scale 1"= 50'



FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



- LEGEND**
- FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
 - ◇ 1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
 - ⊙ FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 9367
 - SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
 - ⦿ 5/8" x 24" REBAR WITH 1-1/2" STAINLESS STEEL, P.L.S. 9367 TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
 - CALCULATED POSITION, NOTHING FOUND OR SET
 - CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
 - T.P.O.B. TRUE POINT OF BEGINNING
 - E1 EASEMENT IDENTIFIER

- EASEMENT LEGEND**
- E1 10' SIDEWALK AND UTILITY EASEMENT.
 - E2 15' SIDEWALK AND UTILITY EASEMENT.

	FOXTAIL 11TH ADDITION				
	A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET	
	FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	4 / 6	
P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com					

FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT COEUR DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "FOXTAIL 11th ADDITION":

THAT PART OF TRACTS 33, 47 AND 48 OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30, FROM WHICH THE EAST QUARTER CORNER BEARS SOUTH 88°57'56" EAST A DISTANCE OF 2648.32 FEET; THENCE SOUTH 88°57'56" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 2605.82 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367 ON THE EASTERLY LINE OF TRACT B OF THE PLAT OF FOXTAIL 6TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 660, RECORDS OF KOOTENAI COUNTY, IDAHO; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID PLAT OF FOXTAIL 6TH ADDITION THE FOLLOWING 5 COURSES AND DISTANCES:

- SOUTH 01°00'57" WEST 217.51 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367 AND THE **TRUE POINT OF BEGINNING**;
 - THENCE NORTH 88°59'09" WEST 273.00 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 9367;
 - THENCE NORTH 01°00'57" EAST 36.07 FEET TO A FOUND 5/8" REBAR AND CAP MARKED PLS 9367;
 - THENCE NORTH 88°59'03" WEST 145.00 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367;
 - THENCE SOUTH 01°00'57" WEST 400.00 FEET TO A 5/8" REBAR AND CAP MARKED PLS 9367; AND THE NORTHEAST CORNER OF LOT 1, BLOCK 54, PLAT OF FOXTAIL 8TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 781, RECORDS OF KOOTENAI COUNTY, IDAHO;
- THENCE ALONG THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 8TH ADDITION THE FOLLOWING 10 COURSES AND DISTANCES:
- THENCE CONTINUING SOUTH 01°00'57" WEST 255.92 FEET;
 - THENCE NORTH 88°59'03" WEST 145.00 FEET;
 - THENCE SOUTH 01°00'57" WEST 44.72 FEET;
 - THENCE NORTH 89°12'55" WEST 343.79 FEET;
 - THENCE SOUTH 86°57'39" WEST 130.23 FEET;
 - THENCE NORTH 89°38'56" WEST 75.46 FEET;
 - THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 327.50 FEET, A CHORD BEARING OF SOUTH 01°10'18" EAST, A CHORD DISTANCE OF 17.41 FEET, THROUGH A CENTRAL ANGLE OF 03°02'44", A DISTANCE OF 17.41 FEET;
 - THENCE SOUTH 00°21'04" WEST 5.04 FEET;
 - THENCE NORTH 89°38'56" WEST 55.00 FEET;
 - THENCE SOUTH 83°31'14" WEST 120.86 FEET TO A 3" USDA BRASS CAP;
- THENCE DEPARTING THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 8TH ADDITION SOUTH 00°21'04" WEST 378.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 47; THENCE SOUTH 89°15'34" EAST, ALONG THE SOUTH LINE OF SAID TRACTS 47 AND 48, A DISTANCE OF 1281.87 FEET, TO A POINT WHICH BEARS SOUTH 01°00'57" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 01°00'57" EAST 1086.70 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 18.981 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD, IN VIEW OR APPEARING ON SAID PLAT.

ALL LOTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2474562000, RECORDS OF KOOTENAI COUNTY, IDAHO.

THE OWNER HEREBY DEDICATES, TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS, THE INTERIOR RIGHTS-OF-WAY TO BE KNOWN AS CASSIOPEIA STREET, DORADO AVENUE, ANDROMEDA STREET, VEGA STREET, EARLY DAWN STREET AND MEYER ROAD AS SHOWN ON THE FACE OF THE PLAT.

THE OWNER HEREBY GRANTS, TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS, A 10 FOOT WIDE AND 15 FOOT WIDE SIDEWALK & UTILITY EASEMENT ADJACENT TO THE ABOVE MENTIONED RIGHTS-OF-WAY, AS SHOWN ON THE FACE OF THE PLAT.

THE OWNERS SHALL DEED TRACTS A, B, C, D, E, F, G AND H TO THE FOXTAIL ADDITION SOUTH OWNER'S ASSOCIATION, INC. FOR STORM WATER MANAGEMENT, SIDEWALKS, TRAILS & MAINTENANCE. SAID TRACTS CANNOT BE SOLD OR TRANSFERRED; IN ADDITION, THE STORM WATER FACILITIES CANNOT BE MODIFIED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF POST FALLS CITY ENGINEER.

THE FOXTAIL ADDITION SOUTH OWNER'S ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR LANDSCAPING, IRRIGATION AND MAINTENANCE, INCLUDING SNOW REMOVAL, FROM SIDEWALKS AND TRAILS OF TRACTS A, B, C, D, E, F, G AND H INCLUDING ADJOINING RIGHTS-OF-WAY.

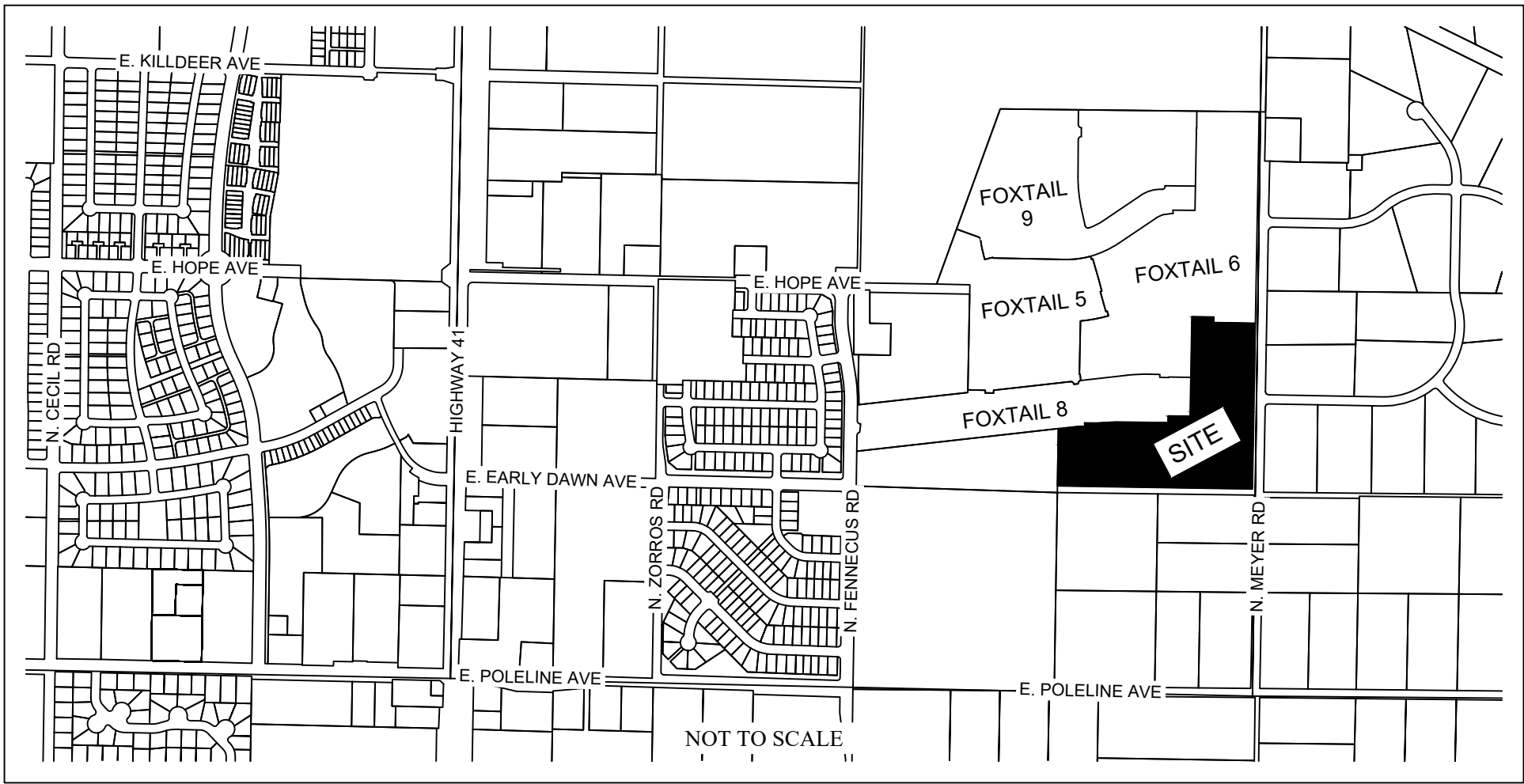
SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF POST FALLS.

WATER SERVICE SHALL BE PROVIDED BY ROSS POINT WATER DISTRICT.

THERE WILL BE NO DIRECT ACCESS TO/FROM LOTS 1-4, BLOCK 84 AND LOTS 1-5, BLOCK 82 TO MEYER ROAD.

MELISSA WELLS, MANAGER
COEUR DEVELOPMENT, LLC

VICINITY MAP



NOTARY PUBLIC

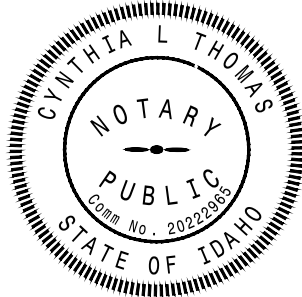
ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) S.S.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY MELISSA WELLS AS MANAGER OF COEUR DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC : _____

MY COMMISSION EXPIRES : _____



	FOXTAIL 11TH ADDITION				
	A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/18/2025	SHEET	
	FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	5 6	
	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com				

FOXTAIL 11TH ADDITION

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	20.00'	31.55'	90°23'23"	N45°33'15"E	28.38'
C2	12.50'	19.55'	89°36'37"	N44°27'15"W	17.62'
C3	327.50'	17.41'	3°02'42"	N1°10'20"W	17.40'
C4	13.50'	21.14'	89°43'30"	S45°52'42"W	19.05'
C5	20.00'	31.55'	90°23'23"	S45°32'45"W	28.38'
C6	20.00'	16.50'	47°16'04"	N65°37'31"W	16.04'
C7	50.00'	17.12'	19°36'48"	N51°47'53"W	17.03'
C8	50.00'	63.19'	72°24'30"	S82°11'28"W	59.07'
C9	50.00'	77.55'	88°52'10"	S1°33'08"W	70.01'
C10	20.00'	16.50'	47°16'04"	S22°37'05"E	16.04'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C11	20.00'	31.28'	89°36'37"	S44°27'15"E	28.19'
C12	20.00'	31.32'	89°43'30"	N45°52'45"E	28.22'
C13	20.00'	31.42'	90°00'00"	N43°59'03"W	28.28'
C14	20.00'	31.51'	90°16'30"	S44°07'18"E	28.35'
C15	20.00'	31.42'	89°59'51"	S46°01'00"W	28.28'
C16	20.00'	31.32'	89°43'42"	N43°50'36"W	28.22'
C17	19.95'	31.34'	90°00'40"	N45°52'42"E	28.22'
C18	12.50'	19.63'	89°59'56"	N46°00'59"E	17.68'
C19	20.00'	31.42'	90°00'00"	S43°59'03"E	28.28'
C20	20.00'	31.42'	90°00'00"	N46°00'57"E	28.28'

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS DAY OF , 20 , THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

.

KOOTENAI COUNTY TREASURER

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF POST FALLS AND THE ROSS POINT WATER DISTRICT AND THE QLPE'S APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

PANHANDLE HEALTH DISTRICT

DATE

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS DAY OF , 20 .

CITY OF POST FALLS, MAYOR
RONALD G. JACOBSON

CITY OF POST FALLS, CLERK
SHANNON HOWARD

CITY ENGINEER APPROVAL

I, THE UNDERSIGNED, CITY ENGINEER FOR THE CITY OF POST FALLS, CERTIFY THAT THIS PLAT IS IN CONFORMANCE WITH CITY CODE AND THE REQUIREMENTS IMPOSED BY THE CITY COUNCIL AND IS HEREBY APPROVED FOR RECORDING.

ROBERT S. PALUS, PE
CITY OF POST FALLS, ENGINEER

PE #10039

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS DAY OF , 20 .

AT M. AND DULY RECORDED IN BOOK OF PLATS AT PAGE(S) AND UNDER INSTRUMENT NO. AT THE REQUEST OF .

KOOTENAI COUNTY CLERK

BY:

DEPUTY CLERK

FEE PAID

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS DAY OF , 20 .

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

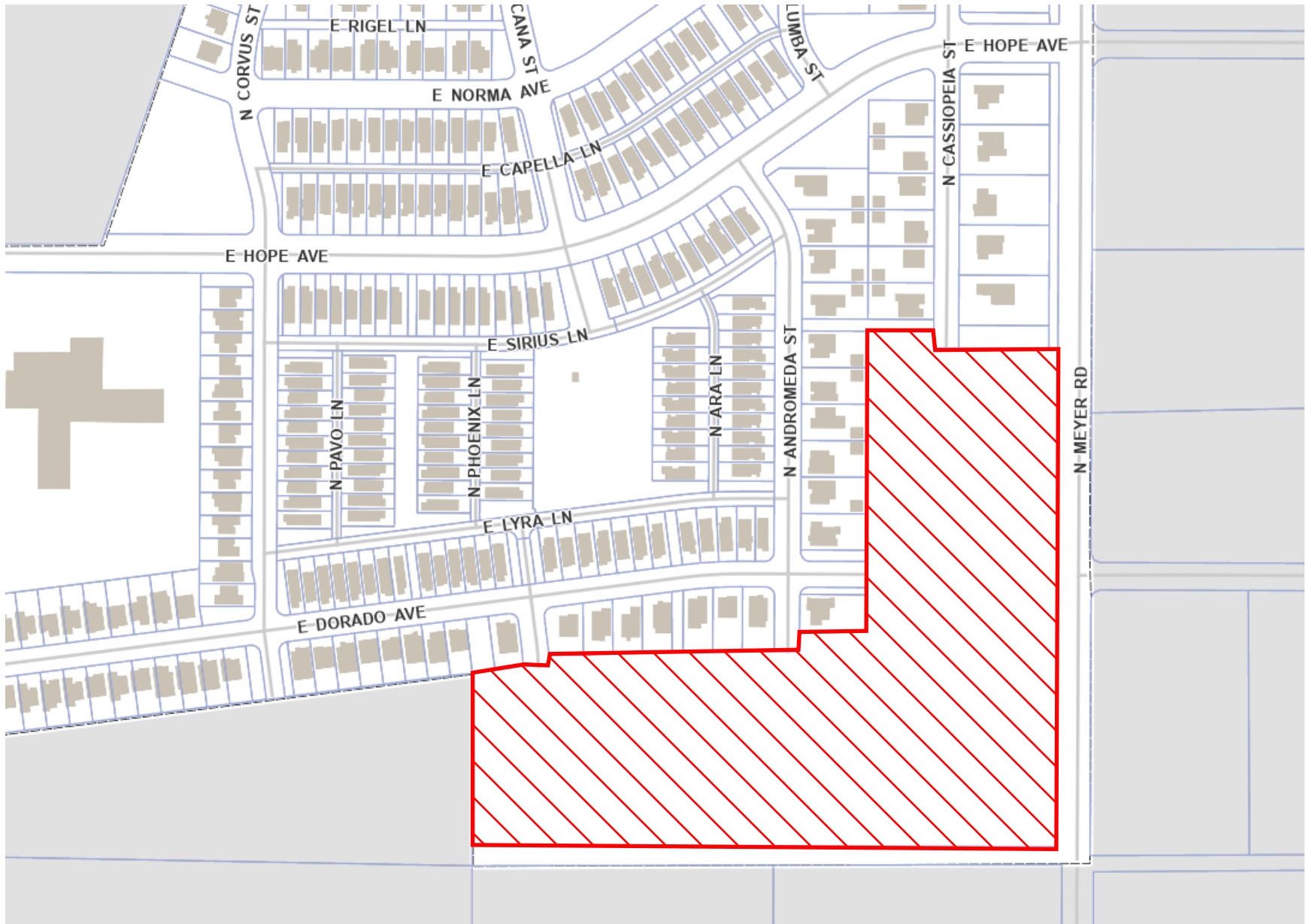
I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE

	FOXTAIL 11TH ADDITION				
	A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET	
	FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	6	

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com



FOXTAIL 11TH LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Disposal of Surplus Vehicles

ITEM AND RECOMMENDED ACTION:

Staff request that the Council declare the (7) City vehicles listed on the attached list as surplus. Once declared as surplus, the vehicles will be sold at auction. No presentation is planned on this item.

DISCUSSION:

The City manages our fleet assets using a system of planned replacement. An asset is replaced based on a combination of various conditions such as: age, mileage, hours, maintenance history/repair costs, operating costs, and depreciation/resale value.

Replaced assets are typically disposed of by sending to auction. To do so, Council must first declare the asset as surplus. Once declared by Council as surplus, staff will then formally dispose of the asset through auction or other means.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Replacements were previously approved and replacements have been ordered and/or received.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.06.03 Fleet Disposal Explanations
2. 2025.06.03 Fleet Disposals

Explanations for disposal of City Assets

06/03/2025 Council Meeting

Department/Number	Asset Description	Explanation for disposal
Streets / S123	2009 Chevrolet 3500	16 years old. 67K Miles – Purchased used in 2019. Vehicle is a standard cab which does not meet the current needs of the street dept. It also has damage to one of the utility box sides. This truck has excessive idle hours (equates to 180k mileage). It was replaced by a crew cab (S132) as part of the approved FY25 budget.
Streets / S118	2012 Ford F250	13 years old. 95K miles – This vehicle has reached its useful service life and has been replaced as part of the FY25 budget.
Streets / PW113	2007 Ford Escape	18 years old, 25K miles – This vehicle was replaced in 2023 and has been used as a loaner vehicle for Fleet since then. It has electrical issues that need repairs.
Streets / S208	1999 Sterling Dump Truck	26 years old, 122K miles. This vehicle has reached its useful service life and has been replaced as part of the FY25 budget.
Streets / S210	2004 Freightliner Dump Truck	21 years old, 85K miles. This vehicle has reached its useful service life and has been replaced as part of the FY25 budget.
Streets / S211	2004 Freightliner Dump truck	21 years old, 91K miles. This vehicle has reached its useful service life and has been replaced as part of the FY25 budget.
Police / PFPD 151	2005 Chevrolet Silverado 2500	20 years old, 135K miles. This vehicle has reached its useful service life.

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 67,932
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S123 - 2009 Chevrolet

Vehicle is beyond its useful life and has been replaced

TAG# 4257 SERIAL # 1GBJK74K49E150216 MODEL# 3500

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET ACQUISITIONS

DEPT. NAME Public Works DEPT.# 434 DATE: 01/29/19
OF ACQUISITION

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ OTHER IMPROVEMENTS

NAME OF VENDOR:

Robideaux Motor Co, Inc

LOCATION: CDA, ID

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER

ASSET DESCRIPTION: 2009 Chevrolet Silverado P/U

ESTIMATED REMAINING USEFUL LIFE 15 year

TAG# 4257 SERIAL # 1GBJK74K49E150216 MODEL# Silverado

FINANCING SOURCE:

COST:

BONDS/NOTES

BUDGET APPROPRIATION

\$21,500.00

DONATIONS

LID

GRANT

CAPITAL LEASE

EMINENT DOMAIN

FORECLOSURE

VALUATION METHOD:

☐ HISTORICAL COST

☐ ESTIMATED HISTORICAL COST

☐ MARKET VALUE

☒ PRESENT VALUE

☐ APPRAISED VALUE

AUTHORIZED SIGNATURE

Janet Best

ASSET MANAGER SIGNATURE

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 852,003
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S210

2004 Freightliner Dumptruck

Vehicle is beyond its useful life and has been replaced

TAG# 3901 SERIAL # 1FVACYAK34HN09313 MODEL# M2

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

\$210

FIXED ASSET ACQUISITIONS

Page 102 of 395

Freedom Truck Centers, Inc.

10310 W. Westbow Blvd.
Spokane, Wa 99224
Phone: (509) 744-0390
Fax: (509) 363-3109

1910 Rudkin Rd.
Union Gap, Wa 98903
Phone: (509) 248-9478
Fax: (509) 575-1255

*****INVOICE*****

CUSTOMER:		INVOICE #	N09313-14
NAME: CITY OF POST FALLS		DATE:	January 26, 2004
ADDRESS: 408 N. SPOKANE STREET		P.O. #	1848
CITY: POST FALLS		REP.	JIM PORTER
STATE: ID.	ZIP: 83854	SALESMAN	LARRY PARROTT
PHONE: 208-773-1722	FAX: 208-777-2840	STOCK #	

Quantity	Description	Unit Price	Total
2	YEAR: 2004 MAKE: FREIGHTLINER	\$ 75,274.00	\$ 150,548.00
	MODEL: M2		
2	FEDERAL EXISE TAX: EXEMPT		\$ -
2	DOCUMENTARY SERVICE FEE: WAIVED		\$ -
2	TRIP PERMIT: DELIVERED		\$ -
2	TITLING FEES: OUT OF STATE		\$ -
	SN: 1FVACYAK34HN09313		
	1FVACYAK54HN09314		
	LEINHOLDER:		
	NONE		

MC OR RESALE# _____
Trip Permit # _____

SUB TOTAL	\$ 150,548.00
SALES TAX 0.0%	\$ -
DEPOSIT PAID	
TOTAL DUE	\$ 150,548.00

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Freedom Truck Centers, Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability of fitness for a particular purpose, with regard to the products purchased; and that in no event shall Freedom Truck Centers, Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase.

X _____

Paid on 1/30/04

COPY

\$211

CITY OF POST FALLS

FIXED ASSET ACQUISITIONS

DEPT. NAME Street Division DEPT.# 431 DATE: 01/29/04
OF ACQUISITION

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ OTHER IMPROVEMENTS

NAME OF VENDOR:

Freedom Truck Center, INC.

CONTROLLABLE ASSETS (UNDER \$750 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER

ASSET DESCRIPTION: 2004 M2 Freightliner Dump Tump with Snow Plow

VIN# 1FVACYAK54HN09314

ESTIMATED REMAINING USEFUL LIFE 10 Years
TAG# _____ SERIAL # 1FVACYAK54HN09314 MODEL# M2

FINANCING SOURCE:

BONDS/NOTES
BUDGET APPROPRIATION
DONATIONS
LID
GRANT
CAPITAL LEASE
EMINENT DOMAIN
FORECLOSURE

COST:

\$75,274.00

VALUATION METHOD:

- ☐ HISTORICAL COST
☐ ESTIMATED HISTORICAL COST
☒ MARKET VALUE
☐ PRESENT VALUE
☐ APPRAISED VALUE


AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

Freedom Truck Centers, Inc.

10310 W. Westbow Blvd.
Spokane, Wa 99224
Phone: (509) 744-0390
Fax: (509) 363-3109

1910 Rudkin Rd.
Union Gap, Wa 98903
Phone: (509) 248-9478
Fax: (509) 575-1255

*****INVOICE*****

CUSTOMER:

INVOICE # N09313-14

NAME: CITY OF POST FALLS
ADDRESS: 408 N. SPOKANE STREET
CITY: POST FALLS
STATE: ID. ZIP: 83854
PHONE: 208-773-1722 FAX: 208-777-2840

DATE: January 26, 2004
P.O. # 1848
REP. JIM PORTER
SALESMAN LARRY PARROTT
STOCK #

Quantity	Description	Unit Price	Total
2	YEAR: 2004 MAKE: FREIGHTLINER	\$ 75,274.00	\$ 150,548.00
	MODEL: M2		
2	FEDERAL EXISE TAX: EXEMPT		\$ -
2	DOCUMENTARY SERVICE FEE: WAIVED		\$ -
2	TRIP PERMIT: DELIVERED		\$ -
2	TITLING FEES: OUT OF STATE		\$ -
	SN: 1FVACYAK34HN09313		
	1FVACYAK54HN09314		
	LEINHOLDER:		
	NONE		
MC OR RESALE#		SUB TOTAL	\$ 150,548.00
Trip Permit #		SALES TAX 0.0%	\$ -
		DEPOSIT PAID	
		TOTAL DUE	\$ 150,548.00

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Freedom Truck Centers, Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability of fitness for a particular purpose, with regard to the products purchased; and that in no event shall Freedom Truck Centers, Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase.

X

Paid on 1/30/04

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 122,395
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S208

1999 Sterling Dumptruck

Vehicle is beyond its useful life and has been replaced

TAG# 3600 SERIAL # 2FZHRJBB4XAA38560 MODEL# L7501

REASON FOR DISPOSAL (MANDATORY):

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

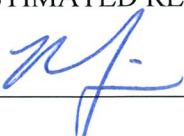
SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET ACQUISITIONS

DEPT. NAME StreetDEPT. # 1431DATE: 1-8-99
OF ACQUISITION

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$750 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER

ASSET DESCRIPTION: 1999 Sterling Dump Truck (S-208)Vin# 2FZHRJBB4XAA38560 Lic# C9905

ESTIMATED REMAINING USEFUL LIFE

TAG# 003600SERIAL# aboveMODEL# 4104042L7501

FINANCING SOURCE:

BONDS/NOTES
BUDGET APPROPRIATION
DONATIONS
LID
GRANT
CAPITAL LEASE
EMINENT DOMAIN
FORECLOSURE

COST

\$ 74659.00 + 8,000 (snow plow)

VALUATION METHOD:

- ☐ HISTORICAL COST
☐ ESTIMATED HISTORICAL COST
☐ MARKET VALUE
☒ PRESENT VALUE
☐ APPRAISED VALUE

James E. Penn
AUTHORIZED SIGNATURE_____
ASSET MANAGER SIGNATURE

Aug

PURCHASE ORDER

DEPARTMENT			
☐ Administration	☐ Fleet	☐ Police	☒ Streets
☐ Arts Commission	☐ Finance	☒ Public Works	☐ Water
☐ Clerk	☐ Planning & Building	☐ Recreation & Parks	☐ WWTP
			☐ Other

DATE: 1-21-98

VENDOR: SEA TAC FORD - Larry Parrott Fax 509-465-4686

ADDRESS: Evergreen Ford
PO Box 3010, Sandpoint - ID 83864

PHONE: 208-263-3127

Fax 208-263-6573

CONFIRMED WITH:

FROM:

CITY OF POST FALLS
408 N. SPOKANE STREET
POST FALLS, ID 83854

1913

SHIP TO ADDRESS:

REQUESTED BY: Dick Frank - Street Super - 208-773-1727

PROMISED DATE:

QTY.	BUDGET ACCT#	DESCRIPTION	UNIT COST	EXT. Total	REC'D.	B/O
03	001-431-3-6760-0309	Dump Trucks	74,659	223,977		
		UNIT 3126 4x2				
01		ONE To Be Equipped w/				
		OPTIONAL P224 GATE	207	207		
Approved - City Council Mtg 1/20/98						
INVOICE NUMBER:			TOTAL AMOUNT \$		223,977	
USAGE:					207	
					224,184	

COMPLETE REQUIRED SIGNATURES (Mark Boxes for Required Approval.)

- ☐ DEPARTMENT SUPERVISOR Dick Frank
- ☐ DEPARTMENT DIRECTOR Bruce Madison
- ☐ CITY ADMINISTRATOR [Signature]
- ☐ MAYOR [Signature] Date: _____ Time: _____
- ☐ COUNCIL MEMBER _____ Date: _____ Time: _____
- ☐ COUNCIL MEMBER _____ Date: _____ Time: _____



P.O. Box 68848 • 1000 Pacific Highway South • Seattle, WA 98108-0848
Phone: 206-763-9100 • FAX: 206-767-9376 • 1-800-426-8305

PARTS AND SERVICE DEPTS. OPEN 7:30 TO MIDNIGHT

Sold To: CITY OF POST FALLS
Address: 408 SPOKANE STREET
POST FALLS, ID 83854

Salesman: LARRY PARROTT



Hino
HINO DIESEL TRUCKS (U.S.A.), INC.



National Lease

Date: 1-15-1999

VEHICLE INVOICE

No. 6958

YEAR	MAKE	MODEL	NEW or USED	SERIAL No. (VIN No.)	STOCK No. 6958	IGNITION KEY TRUNK N GL. COMP.
1999	STERLING	L8501	NEW	2FZHRJBB4XAA38560	Price of Vehicle	
Insurance Coverage Includes ☐ Fire and Theft ☐ Collision ☐ Public Liability ☐ Property Damage — Amount Deductible — Amount — Amount				Total		
Optional Equipment and Accessories Identification Number 6958				1999 STERLING L8501 PER BID PRICE Price \$74,659.00		
				Sales Tax		
				Total		
				Cost of Insurance		
				Cost of Financing		
				Total Time Price		
				Settlement: Deposit Cash on Delivery Used Vehicle: — Type Serial No. (VIN No.)		
				Payments of \$		
				Total \$74,659.00		

TERMS: NET 20 DAYS

P. O. 1913

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☒ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: A113/B113/PW113

2007 Ford Escape - Vehicle is beyond its useful life. Was previously approved for

disposal, then was used by Streets as a loaner. It has been replaced.

TAG# 3943A SERIAL # 1FMYU92Z97KA50378 MODEL# Escape

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

FIXED ASSET DISPOSAL

DEPT. NAME Building DEPT.# 452 DATE: 6/6/23
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 24,170
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☒ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: B113 - 2007 Ford EscapeVIN 1FMYU92Z97KA50378 - This vehicle has reached the end of its useful life andhas been replaced with a new vehicle.TAG# _____ SERIAL # 1FMYU92Z97KA50378 MODEL# Ford Escape

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 95,512.00
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S118 - 2012 Ford

Vehicle is beyond its useful life and has been replaced

TAG# 4095 SERIAL # 1FTBF2B69CEC69013 MODEL# F250

REASON FOR DISPOSAL (MANDATORY):

- ☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☒ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER: _____
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____


AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET ACQUISITIONS

DEPT. NAME Street DEPT.# 441 DATE: 10/10/12
OF ACQUISITION

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ OTHER IMPROVEMENTS

NAME OF VENDOR:

Lake City Ford

CONTROLLABLE ASSETS (UNDER \$750 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER

ASSET DESCRIPTION: 2012 Ford F250 Pick-up

ESTIMATED REMAINING USEFUL LIFE

TAG# 4005 SERIAL # 1FTBF2B69CEC69013 MODEL# F250

FINANCING SOURCE:

BONDS/NOTES
BUDGET APPROPRIATION
DONATIONS
LID
GRANT
CAPITAL LEASE
EMINENT DOMAIN
FORECLOSURE

COST:

\$20,694.00

VALUATION METHOD:

- ☐ HISTORICAL COST
☐ ESTIMATED HISTORICAL COST

- ☒ MARKET VALUE
☐ PRESENT VALUE
☐ APPRAISED VALUE

tool box + cabinet
\$550.00 \$1165.00

Jim Porter
AUTHORIZED SIGNATURE

Deirdre Kue
ASSET MANAGER SIGNATURE



LAKE CITY FORD

315 Clayton • Phone 664-9211
COEUR D'ALENE, IDAHO 83815



Date <u>October 10, 2012</u>		MOTOR VEHICLE PURCHASE ORDER Including Revised Reg. Z Disclosure Requirements, Oct. 1982			
Purchaser <u>City Of Post Falls</u>		Cash Price of Vehicle		<u>20,694.00</u>	
Address <u>800 N. Public Works Way</u>		ACCESSORIES			<u>N/A</u>
City <u>Post Falls</u> State <u>ID</u> ZIP <u>83854</u>					
Res. Phone <u>(208)773-1722</u> Bus. Phone					
The undersigned (herein called Purchaser, whether one or more) hereby agrees to purchase from you and grants to <u>Lake City Ford Lincoln, Inc.</u> a security interest in, subject to the terms and conditions hereof, the following described property. Delivery is to be made <u>October 10, 2012</u> , or as soon thereafter as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to effect delivery.					
VEHICLE	Enter My Order for One ☒ New ☐ Used Year <u>2012</u> Stock No. <u>2T498</u>				
	Make <u>Ford</u> Series Name <u>F250 4WD</u> Body Style <u>Reg Cab XL</u>				
	Serial or Engine No. <u>1F1BF2B69CEC69013</u>				
	Cyl. <u>8</u> Color <u>WHITE</u>				
	Interior		Mileage <u>7</u>		<u>SOLD AS EQUIPPED. LICENSE AND REGISTRATION ARE NOT INCLUDED.</u>
DESCRIPTION OF TRADE-IN					
Year		Make	Series Name	Cyl.	Body Style
Lic. No.		Tab No.			
Engine No.		Mileage <u>0</u>			
FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE ⑦ The cost of your credit as a yearly rate	FINANCE CHARGE ④ The dollar amount the credit will cost you.	Amount Financed ③ The amount of credit provided to you or on your behalf.	Total of Payments ⑤ The amount you will have paid after you have made all payments as scheduled.	Total Sale Price ⑥ The total cost of your purchase on credit, including your down-payment of \$ <u>0.00</u>	
<u>0.00%</u>	<u>\$ 0.00</u>	<u>\$ 20,694.00</u>	<u>\$ 20,694.00</u>	<u>\$ 20,694.00</u>	
Your Payment Schedule Will Be:					
Number of Payments <u>0</u>	Amount of Each Payment <u>\$20,694.00</u>	Payments Are Due Monthly Beginning: <u>10/10/2012</u>			
<u>1</u>	<u>\$20,694.00</u>	Final Payment Due:			
Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the late payment. Prepayment. If you pay off all your debt early, you will not have to pay a penalty and you may be entitled to a refund of part of the finance charge. Security Interest. You are giving a security interest in the vehicle being purchased. Additional Information: See your contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.					
OPTIONAL INSURANCE					
The purchase of insurance coverage is voluntary and not required for credit.					
(Type of Ins.)					
Insurance coverage is available at a cost of \$ <u>N/A</u> ② for term of credit.					
☐ I do not desire insurance coverage:					
☒ I do not					
Signed _____		Date _____			
NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge, based on the method of computation. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. PURCHASER ACKNOWLEDGES THAT: He has read the front and back of this purchase order; it comprises the entire agreement pertaining to this purchase; and he has received a completely filled in copy. WARNING - unless a charge is included in this agreement for public liability or property damage insurance, payment for such coverage is not provided by this agreement.					
Salesman <u>Kirk Lauer</u>					
Accepted <u>[Signature]</u>		Dealer's authorized representative (Subject to satisfactory credit rating)			
I have read, understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.					
Purchaser's Signature <u>[Signature]</u>					
Purchaser's Signature _____					

FIXED ASSET DISPOSAL

Page 116 of 395

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Foxtail 12th Addition Final Subdivision Plat

ITEM AND RECOMMENDED ACTION:

Staff recommends approval of the final plat of the Foxtail 12th Addition subdivision. Approval of this item will authorize the Mayor to sign the final plat.

DISCUSSION:

Foxtail 12th Addition is a 36-lot subdivision located near N. Tucana Street and E. Norma Avenue.

Engineering staff, with Community Development and Kootenai Fire & Rescue, reviewed the submitted final plat documents to ensure that they are consistent with the preliminary plat approval and the City's subdivision construction standards. Construction plans were approved on February 7, 2025, and a Construction Improvement Agreement was executed on February 18, 2025, that authorized the developer to construct the required subdivision improvements. The final step in the subdivision approval process is the approval of the final plat, which creates the legal lots for sale. Under the City's subdivision ordinance, the final plat is returned to the City Council for authorization of the mayor's signature. As required by our code, city engineering staff certifies that infrastructure improvements have been completed or that a surety has been provided to guarantee the completion of subdivision improvements. Because the developer of Foxtail 12th Addition is platting prior to completion of the subdivision improvements, they are providing surety for the remaining public improvements associated with the subdivision.

Approved plat attached. Mylars to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 18, 2025 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. Foxtail 12th Approved Plat
2. Foxtail 12th Location Map

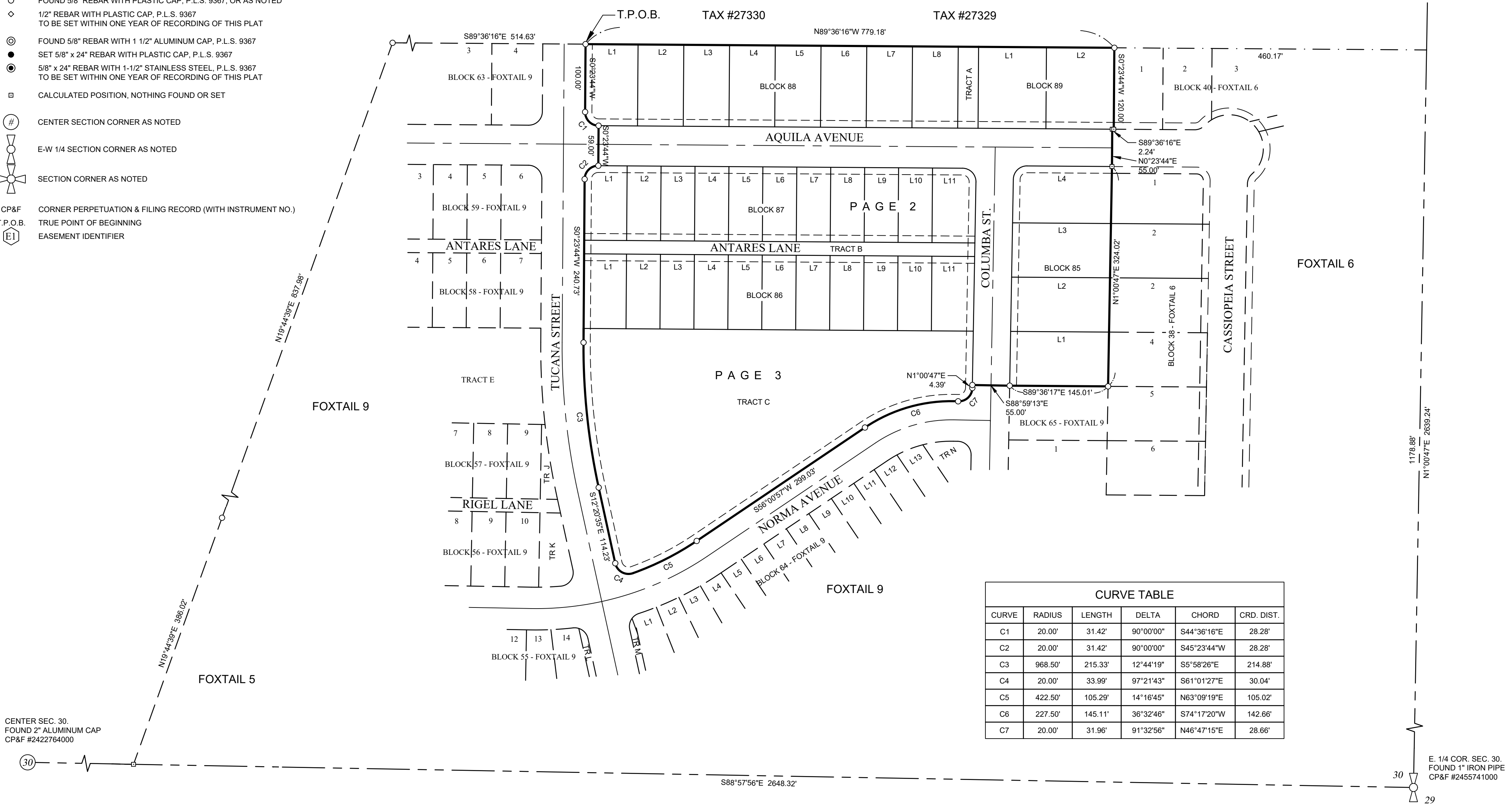
FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST. #

LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
- ◇ 1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367
TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- ⊙ FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, P.L.S. 9367
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- ⦿ 5/8" x 24" REBAR WITH 1-1/2" STAINLESS STEEL, P.L.S. 9367
TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- CALCULATED POSITION, NOTHING FOUND OR SET
- # CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 EASEMENT IDENTIFIER



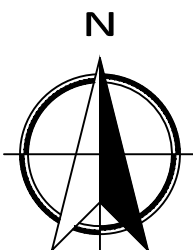
REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

- R-1 PLAT OF FOXTAIL 5TH ADDITION BY CHAD J. JOHNSON PLS 9367.
RECORDED IN BOOK L OF PLATS AT PAGE 553, UNDER INSTRUMENT NO. 2811097000.
- R-2 PLAT OF FOXTAIL 6TH ADDITION BY CHAD J. JOHNSON PLS 9367.
RECORDED IN BOOK L OF PLATS AT PAGE 660, UNDER INSTRUMENT NO. 2879945000.
- R-3 PLAT OF FOXTAIL 9TH ADDITION BY CHAD J. JOHNSON PLS 9367.
RECORDED IN BOOK L OF PLATS AT PAGE 908, UNDER INSTRUMENT NO. 2962417000.

NOTES

- THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.



H-Scale 1"= 100'



BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00008183. A CONVERGENCE ANGLE OF - 00°50'20" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO COMPLETE THE NEXT PHASE OF THE FOXTAIL P.U.D. KNOWN AS FOXTAIL 9TH ADDITION SURVEY MONUMENTS WERE FOUND/HELD FROM PREVIOUS PHASES OF THE DEVELOPMENT AS DEPICTED HEREON.



FOXTAIL 12TH ADDITION				
A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	1 5	

FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

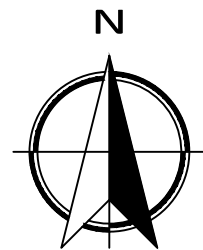


LEGEND

- FOUND 5/8" REBAR WITH PLASTIC CAP, P.L.S. 9367, OR AS NOTED
- ◇ 1/2" REBAR WITH PLASTIC CAP, P.L.S. 9367
TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
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TO BE SET WITHIN ONE YEAR OF RECORDING OF THIS PLAT
- ▣ CALCULATED POSITION, NOTHING FOUND OR SET
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- E1 EASEMENT IDENTIFIER

EASEMENT LEGEND

- E1 10' SIDEWALK AND UTILITY EASEMENT.



H-Scale 1"= 50'



FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED:

DRAFTED BY: KLK

PLOT DATE: 05/16/2025

SHEET

FILE NAME: 25-00 SURVEY

CHECKED BY: CJJ

PROJECT No.: 25-018

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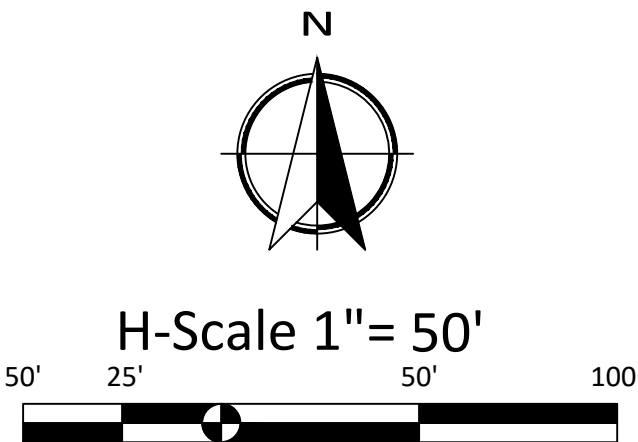
Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK	PAGE
INST.#	



	FOXTAIL 12TH ADDITION				 P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com	
	A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO					
	DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET		
	FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	3 5		

FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT COEUR DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT THEY OWN THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "FOXTAIL 12th ADDITION":

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

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

1. THENCE CONTINUING NORTH 19°44'39" EAST 837.98 FEET;
 2. THENCE SOUTH 89°36'16" EAST 514.63 FEET TO THE TRUE POINT OF BEGINNING;
 3. THENCE SOUTH 00°23'44" WEST 100.00 FEET;
 4. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 44°36'16" EAST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET;
 5. THENCE SOUTH 00°23'44" WEST 59.00 FEET;
 6. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 45°23'44" WEST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET;
 7. THENCE SOUTH 00°23'44" WEST 240.73 FEET;
 8. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 968.50 FEET, A CHORD BEARING OF SOUTH 05°58'26" EAST, A CHORD DISTANCE OF 214.88 FEET, THROUGH A CENTRAL ANGLE OF 12°44'19", A DISTANCE OF 215.33 FEET;
 9. THENCE SOUTH 12°20'35" EAST 114.23 FEET;
 10. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 61°01'27" EAST, A CHORD DISTANCE OF 30.04 FEET, THROUGH A CENTRAL ANGLE OF 97°21'43", A DISTANCE OF 33.99 FEET;
 11. THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 422.50 FEET, A CHORD BEARING OF NORTH 63°09'19" EAST, A CHORD DISTANCE OF 105.02 FEET, THROUGH A CENTRAL ANGLE OF 14°16'45", A DISTANCE OF 105.29 FEET;
 12. THENCE NORTH 56°00'57" EAST 299.03 FEET;
 13. THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 227.50 FEET, A CHORD BEARING OF NORTH 74°17'20" EAST, A CHORD DISTANCE OF 142.66 FEET, THROUGH A CENTRAL ANGLE OF 36°32'46", A DISTANCE OF 145.11 FEET;
 14. THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 46°47'15" EAST, A CHORD DISTANCE OF 28.66 FEET, THROUGH A CENTRAL ANGLE OF 91°32'56", A DISTANCE OF 31.96 FEET;
 15. THENCE NORTH 01°00'47" EAST 4.39 FEET;
 16. THENCE SOUTH 88°59'13" EAST 55.00 FEET;
 17. THENCE SOUTH 89°36'17" EAST 145.01 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 38, OF THE PLAT OF FOXTAIL 6TH ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK L OF PLATS, PAGE 660, RECORDS OF KOOTENAI COUNTY, IDAHO;
- THENCE DEPARTING THE OUTSIDE BOUNDARY OF SAID PLAT OF FOXTAIL 9TH ADDITION, ALONG THE WESTERLY BOUNDARY OF SAID PLAT OF FOXTAIL 6TH ADDITION THE FOLLOWING 4 COURSES AND DISTANCES:
1. THENCE NORTH 01°00'47" EAST 324.02 FEET;
 2. THENCE NORTH 00°23'44" EAST 55.00 FEET;
 3. THENCE SOUTH 89°36'16" EAST 2.24 FEET;
 4. THENCE NORTH 00°23'44" EAST 120.00 FEET;
- THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID PLAT OF FOXTAIL 6TH ADDITION NORTH 89°36'16" WEST 779.18 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10.708 ACRES, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS OF RECORD, IN VIEW OR APPEARING ON SAID PLAT.

ALL LOTS ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NO. 2474562000, RECORDS OF KOOTENAI COUNTY, IDAHO.

THE OWNER HEREBY DEDICATES, TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS, THE INTERIOR RIGHTS-OF-WAY TO BE KNOWN AS AQUILA AVENUE, COLUMBA STREET AS SHOWN ON THE FACE OF THE PLAT.

THE OWNER HEREBY GRANTS, TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS, A 10 FOOT WIDE SIDEWALK & UTILITY EASEMENT ADJACENT TO THE ABOVE MENTIONED RIGHTS-OF-WAY, AS SHOWN ON THE FACE OF THE PLAT.

THE OWNERS HEREBY GRANTS TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS, A 10 FOOT WIDE SIDEWALK & UTILITY EASEMENT ALONG THE EAST, WEST & SOUTH SIDES OF TRACT B AND C, AS SHOWN ON THE FACE OF THE PLAT.

THE OWNER HEREBY GRANTS TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS AN EASEMENT OVER THE ENTIRETY OF TRACTS A AND C FOR STORM WATER MAINTENANCE.

THE OWNERS SHALL DEED TRACTS A AND C TO THE FOXTAIL ADDITION SOUTH OWNER'S ASSOCIATION, INC. FOR STORM WATER MANAGEMENT AND MAINTENANCE. SAID TRACTS CANNOT BE SOLD OR TRANSFERRED; IN ADDITION, THE STORM WATER FACILITIES CANNOT BE MODIFIED WITHOUT EXPRESS WRITTEN APPROVAL OF THE CITY OF POST FALLS CITY ENGINEER.

THE OWNERS SHALL DEED TRACT B TO THE FOXTAIL ADDITION SOUTH OWNER'S ASSOCIATION, INC. AS A PRIVATE ROAD TO BE KNOWN AS ANTARES LANE. SAID TRACTS CANNOT BE SOLD OR TRANSFERRED; IN ADDITION THE FOXTAIL HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF SAID PRIVATE ROADWAY SURFACES.

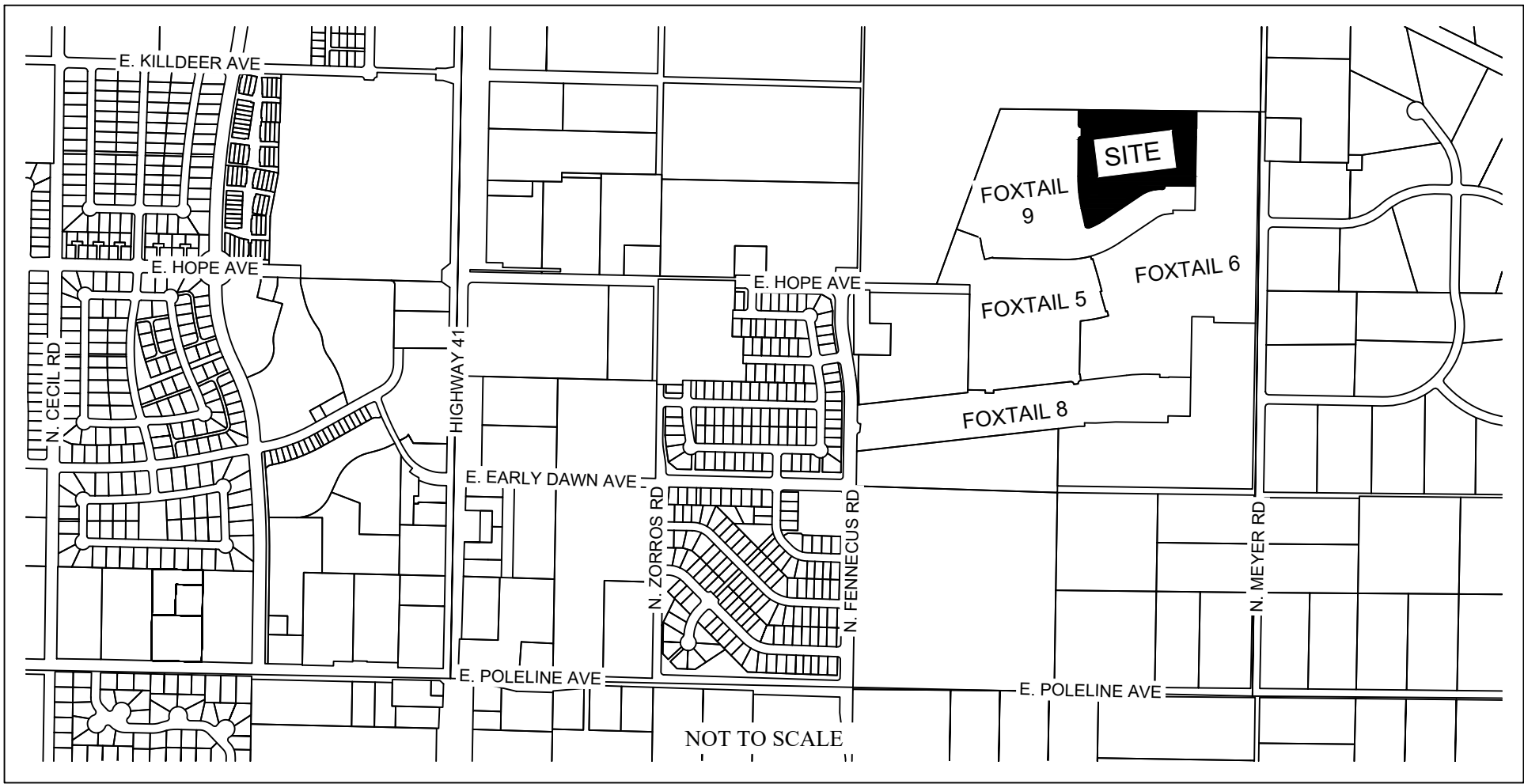
THE FOXTAIL ADDITION SOUTH OWNER'S ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR LANDSCAPING, IRRIGATION AND MAINTENANCE, INCLUDING SNOW REMOVAL, FROM SIDEWALKS AND TRAILS OF TRACTS A, B AND C INCLUDING ADJOINING RIGHTS-OF-WAY. EXCEPTING THAT SAID ASSOCIATION SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF SANITARY SEWER SERVICES AND FRANCHISE UTILITIES.

SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE CITY OF POST FALLS.

WATER SERVICE SHALL BE PROVIDED BY ROSS POINT WATER DISTRICT.

MELISSA WELLS, MANAGER
COEUR DEVELOPMENT, LLC

VICINITY MAP



NOTARY PUBLIC

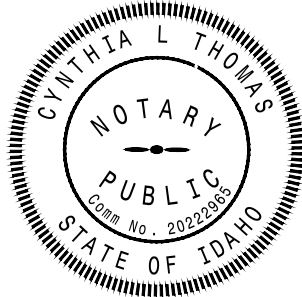
ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) s.s.

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY MELISSA WELLS AS MANAGER OF COEUR DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC : _____

MY COMMISSION EXPIRES : _____



FOXTAIL 12TH ADDITION

A PORTION OF THE S 1/2 OF THE NE 1/4 OF
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET
FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	4 5

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
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FOXTAIL 12TH ADDITION

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CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	20.00'	31.42'	90°00'00"	S44°36'16"E	28.28'
C2	20.00'	31.42'	90°00'00"	S45°23'44"W	28.28'
C3	968.50'	215.33'	12°44'19"	S5°58'26"E	214.88'
C4	20.00'	33.99'	97°21'43"	S61°01'27"E	30.04'
C5	422.50'	105.29'	14°16'45"	N63°09'19"E	105.02'
C6	227.50'	145.11'	36°32'46"	S74°17'20"W	142.66'
C7	20.00'	31.96'	91°32'56"	N46°47'15"E	28.66'
C8	1000.00'	222.33'	12°44'19"	S5°58'26"E	221.87'
C9	450.00'	169.89'	21°37'53"	N66°49'53"E	168.89'
C10	200.00'	122.16'	34°59'50"	S73°30'52"W	120.27'
C11	20.00'	31.63'	90°37'03"	N44°17'45"W	28.44'
C12	20.00'	31.20'	89°22'57"	S45°42'15"W	28.13'

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS DAY OF , 20 , THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH

.

KOOTENAI COUNTY TREASURER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS DAY OF , 20 .

AT M. AND DULY RECORDED IN BOOK OF PLATS AT PAGE(S) AND UNDER INSTRUMENT NO. AT THE REQUEST OF .

KOOTENAI COUNTY CLERK

BY: DEPUTY CLERK

FEE PAID

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF POST FALLS AND THE ROSS POINT WATER DISTRICT AND THE QLPE'S APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

PANHANDLE HEALTH DISTRICT

DATE

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS DAY OF , 20 .

CITY OF POST FALLS, MAYOR
RONALD G. JACOBSON

CITY OF POST FALLS, CLERK
SHANNON HOWARD

SURVEYOR'S CERTIFICATE

I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAD J. JOHNSON PLS 9367

DATE



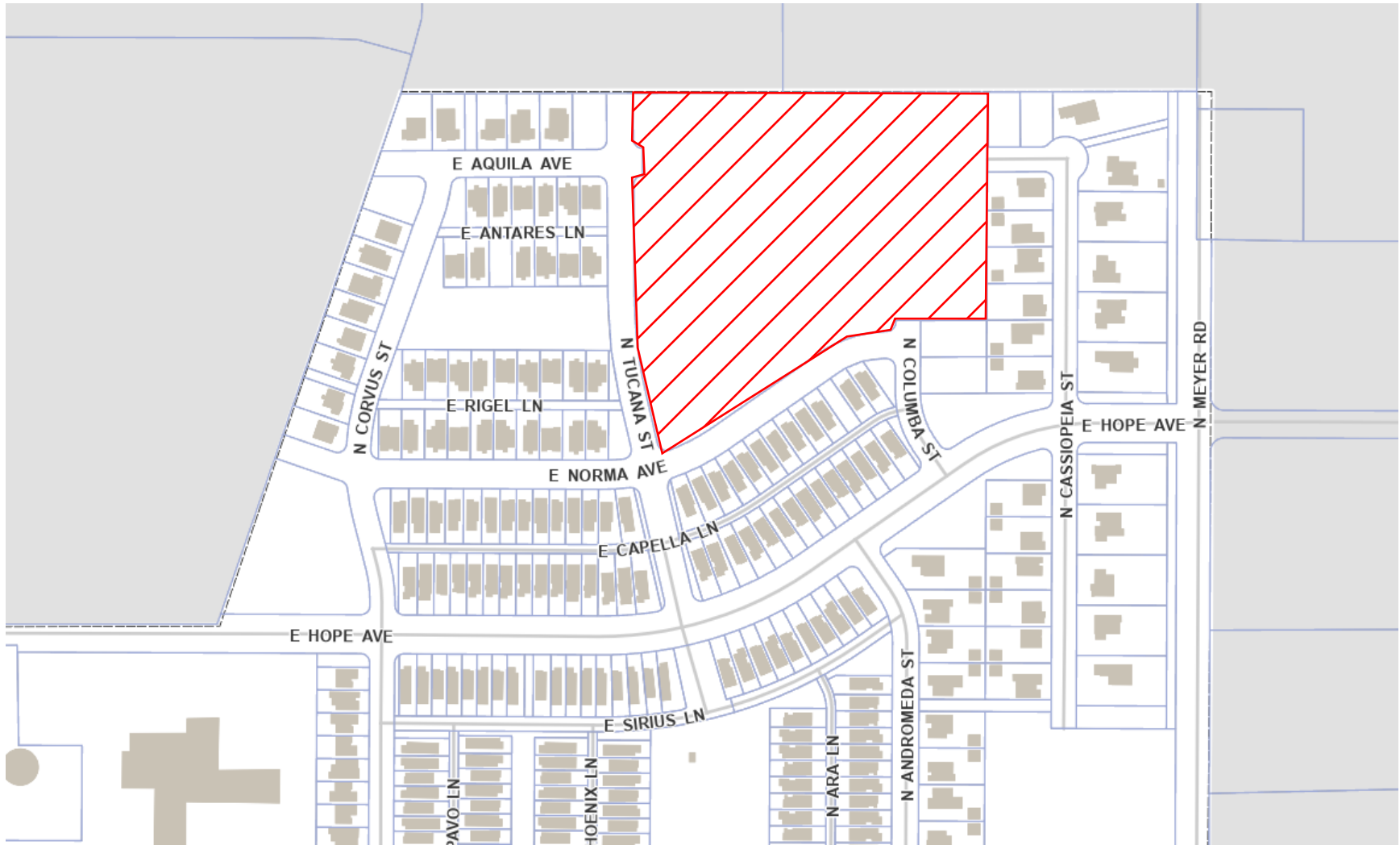
CITY ENGINEER APPROVAL

I, THE UNDERSIGNED, CITY ENGINEER FOR THE CITY OF POST FALLS, CERTIFY THAT THIS PLAT IS IN CONFORMANCE WITH CITY CODE AND THE REQUIREMENTS IMPOSED BY THE CITY COUNCIL AND IS HEREBY APPROVED FOR RECORDING.

ROBERT S. PALUS, PE
CITY OF POST FALLS, ENGINEER

PE #10039

	FOXTAIL 12TH ADDITION				
	A PORTION OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO				
	DATE SURVEYED:	DRAFTED BY: KLK	PLOT DATE: 05/16/2025	SHEET	
	FILE NAME: 25-00 SURVEY	CHECKED BY: CJJ	PROJECT No.: 25-018	5 / 5	
P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com					



FOXTAIL 12TH LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Briner Annexation Denial (ANNX-24-7)

ITEM AND RECOMMENDED ACTION:

Approve the legislative decision to deny the Briner Annexation request (ANNX-24-7).

DISCUSSION:

Dobler Engineering, LLC applied to annex approximately 4.63 acres at the southwest corner of W. Poleline Avenue and N. McGuire Road into the City of Post Falls with a proposed zoning of Single-Family Residential (R-1). The City Council held a public hearing on April 15, 2025, and determined that annexation is not appropriate at this time.

DISCUSSION:

Following public testimony and council deliberation, the City Council found that annexation of the Briner property was not in the City's best interest. Key considerations included land use compatibility, infrastructure readiness, and timing related to the City's comprehensive planning efforts. No zoning decision was made since the annexation request was denied.

Legislative denials require formal council action. This report and the attached decision are the official record of the Council's decision.

The applicant has been informed that this decision is not subject to appeal; however, they may reapply for annexation in the future if circumstances change.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 15, 2025

APPROVED OR DIRECTION GIVEN:

Direction to return with a formal denial for Council adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. ANNX-24-7 Denial

BRINER ANNEXATION
File No. ANN-24-7
City Council
Legislative Decision

A. INTRODUCTION:

APPLICANT: Dobler Engineering, LLC

LOCATION: The property is located at the southwest corner of the W. Poleline Avenue and N. McGuire Road intersection.

REQUEST: Request to annex approximately 4.63 acres into the City with a zoning designation of Single Family Residential (R-1).

B. DECISION:

Following a public hearing on April 15, 2025, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

Date

Mayor

Attest

NOTICE OF RIGHTS:

THIS DECISION IS NOT APPEALABLE. THE APPLICANT MAY REAPPLY FOR ANNEXATION IN THE FUTURE.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Elfers Annexation Reasoned Decision (ANNX-24-10)

ITEM AND RECOMMENDED ACTION:

This item is the final Reasoned Decision for the Elfers Annexation (ANNX-24-10), which was approved by the city council following a public hearing on April 1, 2025. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 4.89-acres and associated rights-of-way into the City of Post Falls with Medium Density Residential R-2 zoning. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached Reasoned Decision for the city council's review. The city council may approve the Reasoned Decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the Reasoned Decision, the motion returning the decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the Elfers Annexation request on April 1, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and directed staff to prepare a final written Reasoned Decision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CC RD Elfers_ANNX-24-10

**Elfers Annexation
File No. ANNX-24-10
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Van Houten Consulting and Design, LLC, on behalf of Cooper Family Trust(property owner); Blackwell Homes is under contract to acquire the property and will serve as the developer.

LOCATION: The property is located at 3556 N. Guy Road.

REQUEST: Request to annex 4.89 acres (5.2 acres including adjacent right-of-way) into the City with a zoning designation of Medium Density Residential (R-2)

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. A-5 Applicant Signed Annexation Agreement
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Planning & Zoning Minutes Signed
10. S-5 Planning & Zoning Reasoned Decision
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 PFPD Comments
14. PA-4 YPL Comments
15. PA-5 DEQ Comments
16. PA-6 ITD Comments
17. PA-7 ITD Comments
18. PA-8 PHILLIPS 66 Comments
19. PA-9 PFHD Comments
20. PA-10 DEQ
21. PC-1 Beach Comments
22. PC-2 Lori Gruhlke Comments
23. PC-3 Michael Gruhlke Comments
24. PC-4 Norman Comments
25. PC-5 Nelson Comments
26. CC Staff Report
27. Testimony at the April 1, 2025 City Council public hearing:

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

their application of City Code section 18.20.100.

Jon Manley, Planning Manager

Jon Manley, planning manager for Post Falls, presented the staff report. He detailed the applicant's request to annex approximately 4.89 acres into the City with a recommended zoning of Medium Density Residential (R2), following the Planning and Zoning Commission's April 8, 2025, recommendation. The property owner, Cooper Family Trust, represented by Van Houten Consulting and Design, LLC, seeks annexation of 3556 N Guy Road. Currently designated as large-lot single-family residential, the land is situated over the Rathdrum Prairie Aquifer, with water services provided by the City of Post Falls Water District and wastewater services managed by the City of Post Falls. The existing septic systems must be abandoned, and the remaining structures will be connected to the City's Water Reclamation system at the time of development.

The proposal aligns with the Future Land Use Map, which classifies this property as having a low-density residential land use designation. Located to the north is the Greenside Vistas single-family residential subdivision. Directly west of the subject site, across N. Guy Road, is a vacant agricultural property in the county. The Peregrine Place single-family subdivision is located south of the subject site. To the east, the uses are large lot residential single-family currently in the process of annexation concurrently with this application.

Guy Road is a local roadway. Additional rights-of-way and easements would need to be provided as part of annexation.

The Future Land Use Designation for this requested area is Low Density Residential, which encompasses all single-family residential uses up to eight units per acre. The proposed annexation area is in the Central Prairie Focus Area, which states, "Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities.

A goal within the Comprehensive Plan for consideration is Goal 6: Maintain and improve Post Falls' transportation network on pace and in concert with need and plan objectives. Policies in the Comprehensive Plan that would support this goal would be Policies 24, 26, and 33, as upon development, road and sidewalk improvements would occur and expand what is already improved.

Mr. Manley testified that the development agreement will not exceed 8 units per acre. The owner agrees only to construct single-family detached units. No Certificate of Occupancies shall be obtained until a road connection to Spokane Street has been established.

Mr. Manley testified that Goal 7 was worth considering, which states: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. They stated that housing is a need within Post Falls, and the development of housing can work towards that goal. Policies in the Comprehensive Plan that would support this goal would be Policies 8, 9, and 15, as the adjacent properties within the City are other compatible Single Family R-1 properties, and services and infrastructure capacity are readily available.

Merle Van Houten, Applicant

Merle Van Houten of Van Houten Consulting and Design spoke on behalf of Cooper Family Trust regarding the proposal to annex 4.89 acres of County Agricultural land into the City's R2 residential zoning district. Blackwell Homes has taken over as the developer, continuing the original plan to provide affordable housing by constructing single-family detached homes at a density of 8 units per acre. There is no inclusion of multi-family housing in this proposal. In response to Council inquiries, Van Houten clarified that an HOA would privately maintain frontage along Guy Road. Further, Guy Road right-of-way will be expanded eastward through the annexation, with the applicant constructing

improvements to the City's 32' road standard over time, enabling long-term vehicular and pedestrian connectivity. Parking restrictions on the west side may be imposed due to insufficient width.

Mr. Van Houten responded to the inquiry whether 10% of the proposed units would be deed-restricted for affordability, a condition associated with a previous annexation. Mr. Van Houten responded by suggesting that this may be the case.

The hearing was opened for public comment.

Public Testimony:

In Favor:

Amy Pace: She stated she is a consultant for PAHA, here to express strong support for this proposed development. Over the past 12 months, she has reviewed 230 applications from members of our local workforce who are actively seeking housing but are unable to find options within their financial reach due to current market prices. At present, only 13 units are under contract, and just 28 units are available in the Miracle on Britton community. This development presents a critical opportunity to provide attainable housing for working individuals in our area, and she is advocating for its approval to help meet this urgent and growing need.

Maggi Lyons: She stated that the PAHA houses will be peppered throughout the development. She answered the question on the HOA. We have an HOA in Britton. The HOA for the deed restriction agreement we added a term to the HOA CCR that if there becomes a conflict, the deed restriction will prevail.

Neutral:

Taytem Wolfe: Stated that she was born and raised in Coeur d'Alene and has been renting for the past 10 years. Thanks to PAHA she was able to achieve the homeownership dream.

Bill Guy: Stated that he is selling property to the developers, expressed mixed feelings—acknowledging the transaction but opposing the development's design and density. He stressed that residents to the south are losing privacy due to two-story homes planned just 10 feet from their fences. While supportive of progress, he believes the proposed homes won't be truly affordable for average workers and may not appeal to seniors or families due to stairs, small yards, and limited play areas. He also raised practical concerns about snow removal on private streets and garage sizes being inadequate for larger vehicles. Ultimately, he suggested fewer, larger homes would be more compatible with the area and still be successful.

Opposed:

Kristin Nelson: Opposes the proposed medium-density development, emphasizing that the parcel is under 12 acres and surrounded by low-density, single-family homes. She argues that the area lacks the infrastructure to support higher density, citing traffic congestion on Spokane Street, a lack of public transit and bike lanes, and insufficient parking based on past examples. Drawing on her experience in the utility sector, she expressed concern about issues related to leased properties, such as high turnover, reduced property care, and increased crime. While not against development, she advocates for low-density housing to maintain neighborhood safety and quality of life.

Linda Wilson: She expressed concerns regarding traffic flows on small streets. She expressed it could change the small neighborhood feel which is why they moved to the area.

William Appleton: (not wishing to speak): He purchased my home at the end of Tennessee Ave because it was a dead-end street, so it was safer for my grandchildren to play.

Jeff Scott, (not wishing to speak):

Deb Thomas: She opposes the rezoning of the area from R1 low-density single-family housing to R2 medium-density, arguing it contradicts the comprehensive plan and is incompatible with the existing neighborhood. She notes that current lot sizes range from approximately 7,400 to over 8,400 square feet, with some up to half an acre, while the proposed R2 lots would be around 4,000 square feet. She advocated for maintaining R1 zoning with a minimum lot size of 6,500 square feet and emphasize the need for significant setbacks—such as 40 feet—for two-story homes to preserve privacy for existing residents.

Kimberly Cummings, (not wishing to speak): She strongly opposes the proposed rezoning near established neighborhoods, citing concerns about decreased property values, increased traffic, and inadequate parking. She questions how parking will be managed and what rules will be enforced to prevent overflow parking on neighborhood streets and the use of shared common spaces, emphasizing that the development poses safety and quality-of-life risks for existing residents.

Ren Fuglestad, (not wishing to speak): Width of streets wide enough for parking on each side and room for cars driving in each direction? Blanton and Tennessee are not wide enough. Traffic volume. With 97 houses at 2 cars per house 194 additional cars in the area. Even one car per (97) is a huge number.

Wendy Graham - She opposes the proposed R2 zoning near her home on Guy Road, citing concerns about neighborhood continuity, aesthetics, and traffic. She values the area's uniform lot sizes, quiet streets, and natural beauty, including pastures, mature trees, and bird habitats, which would be disrupted by the high-density development. She also highlights the potential for increased traffic on narrow roads, posing safety risks to residents. Wendy respectfully requests the zoning be changed to R1 to better align with the existing neighborhood and reduce negative impacts.

Karen Olsen – She is a resident of five years, expresses concern about the proposed development's density, particularly the limited parking that would likely push vehicles onto the streets. She questions whether the existing roads can handle the increased traffic and argues that the development is incompatible with the character of the neighborhood. Karen believes it would detract from the area's aesthetics and urges decision-makers to prioritize community well-being over financial considerations.

Michelle Missamore - She voiced her opposition to the annexation by echoing and supporting the concerns already shared by other residents. In rebuttal, Van Houten acknowledged the traffic concerns raised but argued that the land is well-suited for development due to its connectivity, suggesting that its location makes it a practical choice despite community objections.

Rebuttal:

Merle Van Houten, Applicant

Mr. Van Houten addressed concerns about traffic by emphasizing that the development's connection to Spokane Street is expected to handle most of the vehicle flow, making the site well-suited for infill development. He noted that, although the lots will be smaller, the plan includes a dedicated open space for children to play. Mr. Van Houten explained that the development is planned in phases, and the open space would be part of the first phase.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The Council finds that the proposed Medium Density Residential (R-2) zoning district is consistent with the Future Land Use Map and the Central Prairie Focus Area of the Post Falls Comprehensive Plan. The Low-Density Residential designation explicitly allows R-2 zoning, making it a suitable implementation of the plan.

Substantial evidence in the staff report and the applicant's presentation supports this finding. The staff report confirmed that R-2 zoning aligns with the Low-Density Residential designation, while the applicant demonstrated that the property is an infill site surrounded by existing R-1 zoning with city services available to support development. The Central Prairie Focus Area emphasizes pedestrian connectivity, improved access to Highway 41, and infrastructure expansion, all of which this annexation will facilitate.

While several members of the public expressed concern that the proposed density is incompatible with surrounding development, the Future Land Use Map explicitly permits up to eight dwelling units per acre under the Low-Density Residential designation. The City Council found that the R-2 zoning, conditioned to single-family detached dwellings with a maximum of eight units per acre, is a lawful and appropriate implementation of the plan. Therefore, the testimony received, while considered, does not constitute evidence that the proposal is inconsistent with the Future Land Use Map or Focus Area.

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

The Council finds that the proposed zoning district is consistent with the goals and policies of the Comprehensive Plan that are relevant to the area under consideration. City Council specifically noted that the annexation and zoning aligned with Goal 6, which seeks to maintain and improve Post Falls' transportation network in pace with growth and plan objectives. The development resulting from this annexation would improve the existing transportation network by extending interior roadways and enhancing connectivity.

City Council also cited Policy 8, which encourages compatible infill development and the redevelopment of vacant or underutilized properties within the City. The annexation site was identified as a county pocket, making it a priority for annexation as an infill development.

Policy 9 was discussed, which supports the annexation of county islands within the City, particularly when surrounded by incorporated areas and when infrastructure capacity is readily available. The Council found that the annexation was consistent with this policy, as the property was surrounded by city-zoned land and had access to city utilities and infrastructure.

The Council identified that the proposed zoning district aligns with the goals and policies of the Post Falls Comprehensive Plan that relate to pedestrian and road connectivity, right-of-way acquisition, integration of county islands, and support for a diversity of housing types—all of which apply to this development. The proposal also is consistent with Policy 19 regarding clustering units in new developments.

Based on the substantial evidence in the record, the Council finds that the proposed zoning is consistent with the Post Falls Comprehensive Plan's goals and policies. The record demonstrates that the annexation will support transportation improvements, provide compatible infill development, and ensure the efficient delivery of city services.

The Council received testimony expressing concerns regarding neighborhood compatibility, aesthetics, traffic volume, and privacy impacts from two-story homes. These concerns were weighed carefully but were not found to outweigh the substantial evidence showing that the proposed zoning aligns with applicable Comprehensive Plan goals and policies, including those promoting infill development, annexation of county islands, and pedestrian and roadway connectivity. The conditions of the annexation, limiting housing type and ensuring phased connectivity, further address compatibility with surrounding development. Therefore, the Council concludes that the R-2 zoning district is an appropriate and well-supported designation for the annexation area.

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

The Council finds that the proposed Medium Density Residential (R-2) zoning district does not create a demonstrable adverse impact on public service delivery. All relevant political subdivisions were notified, including the City of Post Falls Water District and the City of Post Falls wastewater department, emergency services, and school and transportation agencies. The staff report confirms that no adverse comments were received, with agency responses indicating neutrality, no impact, or no comment at this stage.

The evidence presented demonstrates that city infrastructure can serve development at R-2 densities. East Greenacres Irrigation District confirmed water availability, while the City of Post Falls affirmed wastewater service capacity. The septic systems will be required to be abandoned, and the remaining structures will be connected to the City's Water Reclamation system at the time of development. The Post Falls Police and Fire Departments did not raise concerns about service delivery, and the annexation agreement requires access to Spokane Street before attaining a Certificate of occupancy, which ensures adequate transportation access.

Public comment raised general concerns about traffic volumes, road width, and infrastructure adequacy. However, no evidence or agency testimony indicated that the proposed zoning would adversely impact the ability of political subdivisions to deliver services. On the contrary, all notified service providers either submitted neutral comments or affirmed service capacity. The annexation agreement further requires connection to Spokane Street before occupancy, ensuring adequate access and emergency response. Therefore, the Council finds that the concerns raised, while noted, do not amount to a demonstrable adverse impact on public service delivery.

D. REASONED DECISION OF THE CITY COUNCIL.

The Planning and Zoning Commission considered the annexation and issued a recommendation of approval by a *split vote*. During its deliberations, several commissioners raised concerns regarding whether the parcel could function independently of the adjacent annexation site to the east. Specifically, questions were raised about the sequencing of infrastructure and the potential lack of connectivity to Spokane Street if the western parcel were developed first.

During deliberation, some Council members raised the same question of whether the annexation alone, without guaranteed connectivity to Spokane Street, served the City's best interest. However, the City Council determined that such concerns are mitigated by (1) the updated representation that a single developer, Blackwell Homes, now controls both parcels and (2) the inclusion of a binding condition within the annexation agreement prohibiting any Certificates of Occupancy until a road connection to Spokane Street has been constructed. The Council found that these facts and conditions sufficiently addressed the Planning & Zoning Commission's concerns and supported approval of the annexation as proposed.

Based on the record, the City Council finds that the proposed annexation and zoning designation of Medium Density Residential (R-2) for the Elfers annexation property is consistent with the Post Falls Comprehensive Plan and applicable review criteria. Additionally, the Council finds that the annexation

REASONED DECISION

is in the City's best interest, as it reduces a county island, enhances connectivity, and supports the efficient provision of public services. The City Council hereby approves the applicant's annexation request and zoning designation.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Elfers Annexation Agreement (ANNX-24-10)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement that is associated with the Elfers Annexation (ANNX-24-10). A presentation is not planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 4.89 acres and associated rights-of-way into the City of Post Falls with R-2 zoning.. The entirety of the site is generally located at 3556 N. Guy Road. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached Development and Annexation Agreement to correspond with the Elfers Annexation (ANNX-24-10).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Elfers Annexation (ANNX-24-10) request on April 1, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Annexation & Zoning Development Agreement_Elfers_Applicant Signed

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Elfer's Annexation

(File No. ANNX-24-10)

THIS AGREEMENT is made MARCH 12, 2025 By and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Cooper Family Trust located at 3530 Guy Rd, Post Falls, Idaho, 83854.

WHEREAS, Cooper Family Trust, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located at 3556 N. Guy Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Guy Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Guy Road for a total right of way width of 55 feet measured from the existing western rights-of-way line of Guy Road.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street rights-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights-of-way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Density Limitation: Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1 Residential Unit Type: Owner agrees to only construct single family detached units.
 - 5.2.2 Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').

- 5.2.4. Certificate of Occupancy: No Certificate of Occupancies shall be obtained until a road connection to Spokane Street has been established.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion

decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.

- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

Cooper Family Trust

By: Ronald G. Jacobson, Mayor

By: Robert D. Cooper
Robert D. Cooper, as Trustee

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

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: _____

Washing ton)
State of Idaho)
Pend Oreille :SS
County of Kootenai)

This record was acknowledged before me on before me on 03/12/2025 by **ROBERT D. COOPER**, as trustee of Cooper Family Trust.

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



Michael S. G. J. was
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Newport, ut 99156
Commission Expires: 09/07/2027

EXHIBIT 'A'
ANNEXATION DESCRIPTION

THE NORTH HALF OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8,
ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85.
TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY OF GUY ROAD.
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH
00°13'51" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1326.55 FEET; THENCE
NORTH 89°06'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER 661.94 FEET TO THE **TRUE POINT OF BEGINNING**;

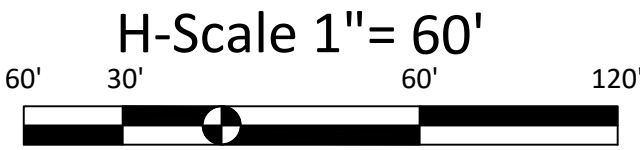
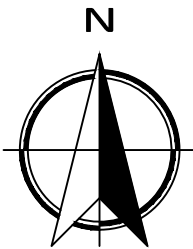
THENCE CONTINUING NORTH 89°06'49" WEST 661.94 FEET TO THE NORTHWEST CORNER OF
SAID SOUTHEAST QUARTER; THENCE NORTH 89°06'33" WEST 20.00 FEET TO A POINT ON THE
WESTERLY PLATTED RIGHT OF WAY LINE OF GUY ROAD; THENCE SOUTH 00°17'19" WEST, ALONG
LAST SAID RIGHT OF WAY LINE, 332.30 FEET TO A POINT ON THE WESTERLY EXTENDED SOUTH
LINE OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG LAST SAID
SOUTH LINE AND ITS WESTERLY EXTENSION, 682.11 FEET TO A POINT ON THE EAST LINE OF SAID
TRACT 22; THENCE NORTH 00°15'35" EAST 331.91 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 5.199 ACRES, MORE OR LESS.



CITY OF POST FALL ANNEXATION - ORDINANCE #
THE NORTH HALF OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8
LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

- FOUND 2" ILLEGIBLE ALUMINUM CAP
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- CENTER SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- CPF CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- TPOB TRUE POINT OF BEGINNING

NOTES

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED. A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY.

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

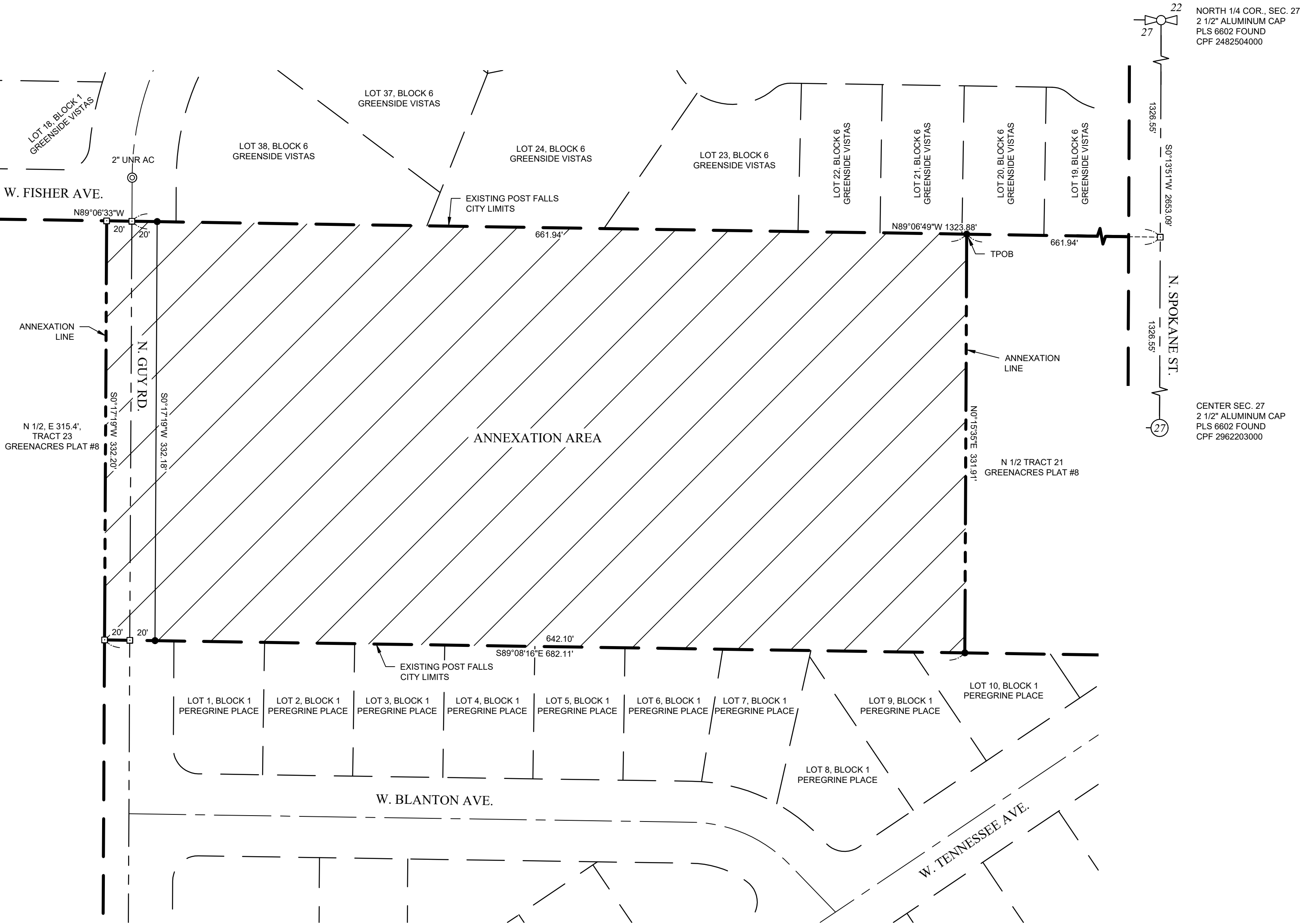
- R-1 PLAT OF GREENACRES IRRIGATION DISTRICT PLAT NO. 8 BY ARTHUR B. CLARK, PLS 48. RECORDED IN BOOK B OF PLATS, PAGE 85.
R-2 PLAT OF GREENSIDE VISTAS BY DAVID SCHUMANN, PLS 4182. RECORDED IN BOOK J OF PLATS, PAGE 310, UNDER INSTRUMENT #2023226000.
R-3 PLAT OF PEREGRINE PLACE BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS, PAGE 290, UNDER INSTRUMENT #2674219000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,215,624.21, E: 2,326,718.02) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET). WITH A COMBINED SCALE FACTOR OF 1.00006528 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 00°53'46"

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ANNEX THE PROPERTY DESCRIBED HEREON. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.



PROFESSIONAL LAND SURVEYOR
REGISTERED
9367
STATE OF IDAHO
CHAD J. JOHNSON

CITY OF POST FALL ANNEXATION

N 1/2 TRACT 22, GREENACRES PLAT #8
NW 1/4 SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: NOV. 2024	DRAFTED BY: DTL	PLAT DATE: 11/12/2024	SHEET 1 1
FILE NAME: 24-167 ANNEX	CHECKED BY: CJJ	PROJECT No.: 24-167	

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Steckman Annexation Reasoned Decision (ANNX-24-9)

ITEM AND RECOMMENDED ACTION:

This item is the final Reasoned Decision for the Steckman Annexation (ANNX-24-9), which was approved by the city council following a public hearing on April 1, 2025. Staff request that the city council review and approve the Reasoned Decision. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 6.7 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The site is generally located at the intersection of Brookie Drive and N. Spokane Street. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached decision for the city council's review. The city council may approve the Reasoned Decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the Reasoned Decision, the motion returning the decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the Steckman Annexation request on April 1, 2025.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Steckman Annex RD_ANNX-24-9

**Steckman Annexation
File No. ANNX-24-9
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Van Houten Consulting and Design, LLC, on behalf of Blackwell Homes, LLC

LOCATION: West of the N. Brookie Drive and N. Spokane Street intersection.

REQUEST: Request to annex approximately 6.7 acres (6.96 with rights-of-way) into the City with a zoning designation of Medium Density Residential (R-2)

B. RECORD CREATED:

1. A-1 Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. A-5 Applicant Signed Annexation Agreement
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Signed Planning & Zoning Minutes
10. S-5 Signed Planning & Zoning Recommendation
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 PFPD Comments
14. PA-4 YPL Comments
15. PA-5 DEQ Comments
16. PA-6 ITD Comments
17. PA-7 ITD Comments
18. PA-8 Phillips 66 Comments
19. PA-9 PFHD Comments
20. PA-10 DEQ Comments
21. CC Staff Report
22. Testimony at the April 1, 2025 City Council public hearing:

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

Jon Manley, Planning Manager

Jon Manley, Planning Manager for Post Falls, presented the staff report. He detailed the applicant's request to annex approximately 6.7 acres (6.96 with rights-of-way) into the City with a recommended Medium Density Residential (R2) zoning, following the Planning and Zoning Commission's February

11th recommendation. The property owner, Blackwell Homes, LLC, represented by Van Houten Consulting and Design, LLC, seeks annexation of a parcel located west of the N. Brookie Drive and N. Spokane Street intersection. Currently, there is a single-family use on the site. East Greenacres Irrigation District would provide water and wastewater services by the City of Post Falls. The existing septic systems would need to be abandoned, and the remaining structures would need to be connected to the City's Water Reclamation system at the time of development.

Spokane Street is an arterial roadway. Tennessee Avenue is a local residential roadway. Additional rights-of-way and easements must be provided as part of Spokane Street's annexation.

The Future Land Use Designation for this requested area is Low-Density Residential, which this category encompasses all types of single-family residential uses up to eight dwelling units per acre. The proposed annexation area is in the Central Prairie Focus Area, which states, "Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities."

A goal within the Comprehensive Plan for consideration is Goal 6: Maintain and improve Post Falls' transportation network on pace and in concert with need and plan objectives. Policies in the Comprehensive Plan that would support this goal would be Policies 24, 26, and 33, as upon development, road and sidewalk improvements would occur and expand what is already improved.

Mr. Manley testified that Goal 7 was worth considering, which states: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. He stated that housing is a need within Post Falls and that the development of housing can work towards that goal. Policies in the Comprehensive Plan that would support this goal would be Policies 8, 9, and 15, as the properties adjacent and already within the City are other compatible Single-Family R-1 properties, and services and infrastructure capacity are readily available.

Merle Van Houten, Applicant

Merle Van Houten of Van Houten Consulting and Design, LLC, spoke on behalf of Blackwell Homes, LLC. He emphasized that the project constitutes annexation of County Ag-Suburban into the City R2 zone. Mr. Van Houten testified that they are looking at doing Affordable Housing. R2 zoning meets project goals and objectives. It keeps density in line with the City's planned growth. Home sales prices are lower than those of R1. Housing Type: Single-family detached housing. Finished houses will be put on the market, allowing local families to purchase 3 bedrooms and 2.0-2.5 bathrooms, which are 2 stories tall with an attached garage. Smaller yards would equal less maintenance. Guaranteed it will not be duplexes, twin homes, townhomes, multi-family, or cottage homes. The developer will not retain it as rental housing.

The hearing was opened for public comment.

Public Testimony:

In Favor:

Neil Doyle - Not wishing to speak.

Camy Thomas - Not wishing to speak. The growth is here, whether we like it or not. The best we can do is move forward with practical solutions for attainable housing before even more residents are forced to leave their homes in North Idaho because of the inflated housing market.

Casey Doyle - Not wishing to speak. This is a great opportunity to create a variety of housing. If we can't do this R2 here, then where in Post Falls can we do it?

Barry Stearns - Not wishing to speak.

Nichole Shanley - Not wishing to speak.

Amy Pace - I am a consultant for PAHA. I am here in favor of this development. I have had the opportunity over the last 12 months to review 230 applications from our local workforce that are looking for housing that is not available to them because of the price of housing. Of that, we only have 13 units currently under contract and only 28 in the miracle on Britton community. So I am here today advocating for this particular development because it will offer attainable housing to our local workforce if approved.

Nathan Armon - I have lived here my entire life and always planned on buying a house in the area where my family is. I have looked for quite a while and thought I would have to look somewhere else to live. I was fortunate to be accepted through the PAHA process and currently have a house being built. I would like for that opportunity to be available to as many members of our community and workforce as possible, so hopefully, people can achieve that dream.

Maggie Lyons - I wanted to do a review of the miracle on Britton. These are deed-restricted homes that will forever be affordable. They will never price to market. In order to get the housing we need the private market has to do this. I am so encouraged that we have this builder with the heart and the mind to understand our needs. They have agreed to reserve 10% of these homes for this particular model home. We will manage the deed restrictions for him and find the buyers for the homes. Our buyers are 95% Kootenai County residents. They are mostly two-wage-earning families making a combined average \$100,000 household income. A \$100,000 in this community is not poor. We have an opportunity for this development to be a showcase to other builders of how this can be done. And because the City of Post Falls has done such a good job with multiple product types. The land costs are a deterrent. One example will lead to many more doing the same.

Neutral:

Taytem Wolfe - I was born and raised in Coeur d' Alene Idaho. I have been renting in CdA for the past 10 years and I currently manage a local insurance company. It is extremely hard for me to find affordable living in the area. People are being priced out of the area. Thanks to PAHA I am able to achieve the homeownership dream.

Opposed:

Kristin Nelson: This small parcel of land is less than 12 acres and does not support medium-density housing. The entire neighborhood is single-family dwellings low density. By the City's zoning definition, it does not meet medium density. Arterial streets are not suited for higher traffic levels. Spokane Street is a bottleneck, especially at the RR tracks. There are no public services close to this location. No bus stops, no continuous bike lanes and the neighboring land is all low-density housing. I work in the utility and have seen firsthand medium and high-density parking challenges and issues. There is never enough parking. Overflow parking on the streets will decrease the quality of life in the neighborhood. Parking will be insufficient based on the Blaze Loop example. Leased property provides a high turnover of people and lack of pride and care in their homes. I have worked hard for my home and want to live in a neighborhood with like-minded homeowners. Leased property areas based on my own experiences have higher crime rates, which directly affects my personal safety and the safety at my home. I like to walk my dog in the neighborhood and want to feel safe. Please understand I am not opposed to progress, I knew this land would be developed, and it should be developed, but like the rest of the neighborhood, at low density! Please take this into consideration. I really want to continue to live safe in my current neighborhood.

Linda Wilson: I have concerns regarding traffic flows on small streets. This could change the small neighborhood feel. This is one reason we moved to this area.

William Appleton: I purchased my home at the end of Tennessee Ave because it was a dead-end street, so it was safer for my grandchildren to play. In Opposition

Jeff Scott - Not wishing to speak

Rebuttal:

Merle Van Houten, Applicant

Mr. Van Houten acknowledged the concerns about traffic on Tennessee. However, it was always the intent to be a through street. He stated that once it connects to Spokane St, which is a major connector, people will choose to use that connection. He further stated that Guy Road would not be the narrow road it is today. Regarding parking, there will be at least a single-car garage with room in the driveway and on-street parking.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The Council finds that the proposed Medium Density Residential (R-2) zoning district is an implementing zone of the low-density residential category of the focus area. Limiting to 8 units per acre ensures consistency with the Comprehensive Plan's Future Land Use Map and Central Prairie Focus Area.

Substantial evidence in the staff report and applicant's presentation supports this finding. The staff report confirmed that R-2 zoning aligns with the Medium-Density Residential designation, while the applicant demonstrated that the property is an infill site surrounded by existing R-1 zoning with city services available to support development. The Central Prairie Focus Area emphasizes pedestrian connectivity, improved access to Highway 41, and infrastructure expansion, all of which this annexation will facilitate.

Although concerns were raised about compatibility with surrounding R-1 neighborhoods, the Council found that the annexation agreement sufficiently addressed those concerns by limiting density and restricting housing types. The Council concludes that the proposed zoning is appropriate, aligns with the Comprehensive Plan, and promotes the orderly development of Post Falls.

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

City Council finds that the proposed zoning district strikes a good balance between offering what R-1 proposes and the cost-benefit of a higher density plat. The Council acknowledged that while R-1 zoning may appear more consistent with the surrounding area, the applicant's limitations on density and use via annexation agreement bring the R-2 designation into alignment with both the goals of infill development and the preservation of neighborhood character. Council pointed to sidewalks,

pedestrian connectivity, right-of-way acquisition along roadways, and the diversity of housing types in the City.

The proposed zoning district is consistent with the goals and policies of the Comprehensive Plan that are relevant to the area under consideration. City Council specifically noted that the annexation and zoning aligned with Goal 6, which seeks to maintain and improve Post Falls' transportation network in pace with growth and plan objectives. The development resulting from this annexation would improve the existing transportation network by extending interior roadways and enhancing connectivity.

City Council also cited Policy 8, which encourages compatible infill development and the redevelopment of vacant or underutilized properties within the City. The annexation site was identified as a county pocket, making it a priority for annexation as an infill development.

Additionally, Policy 9 was discussed, which supports the annexation of county islands within the City, particularly when surrounded by incorporated areas and when infrastructure capacity is readily available. The Council found that the annexation was consistent with this policy, as the property was surrounded by city-zoned land and had access to city utilities and infrastructure.

Public testimony in favor emphasized the growing need for workforce-accessible homeownership and the importance of deed-restricted units supported by the Panhandle Affordable Housing Alliance.

Based on the substantial evidence in the record, the Council finds that the proposed zoning is consistent with the Post Falls Comprehensive Plan's goals and policies. The record demonstrates that the annexation will support transportation improvements, provide compatible infill development, and ensure the efficient delivery of city services.

While members of the public raised concerns regarding neighborhood compatibility, increased traffic, and changes to the area's character, the Council found that the applicant's commitments through the annexation agreement, limiting development to eight dwelling units per acre and single-family detached housing only, appropriately addressed these concerns. Therefore, based on the whole record, the Council concludes that the proposed zoning remains consistent with the Comprehensive Plan's objectives.

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

The Council finds that the proposed Medium Density Residential (R-2) zoning district does not create a demonstrable adverse impact on public service delivery. All relevant political subdivisions were notified, including East Greenacres Water District, the City of Post Falls wastewater department, emergency services, and school and transportation agencies. The staff report confirms that no adverse comments were received, with agency responses indicating neutrality, no impact, or no comment at this stage.

The evidence presented demonstrates that city infrastructure can serve development at R-2 densities as presented. East Greenacres Water District confirmed water availability, while the City of Post Falls affirmed wastewater service capacity. The applicant stated that sewer and water connections would be extended to meet city standards. The Post Falls Police and Fire Departments did not raise concerns about service delivery, and future development will connect Tennessee Avenue to Spokane Street, ensuring adequate transportation access. The City Engineer testified that projected volumes on Spokane Street remain below 50% of capacity through 2035.

While residents raised concerns regarding traffic impacts on Tennessee Avenue and potential parking overflow, city staff, and the applicant provided credible evidence that transportation and utility

infrastructure have adequate capacity. Future design approvals at the subdivision stage will further refine access and parking requirements. The staff report, applicant testimony, and agency responses all support the conclusion that services can be provided without undue burden on existing infrastructure. Therefore, the Council finds that this criterion is satisfied.

D. REASONED DECISION OF THE CITY COUNCIL.

Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Medium Density Residential (R-2) for the Steckman annexation property is consistent with the Post Falls Comprehensive Plan and applicable review criteria. Additionally, the Council finds that the annexation is in the City's best interest, as it reduces a county island, enhances connectivity, and supports the efficient provision of public services. The City Council hereby approves the applicant's annexation request and zoning designation.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Steckman Annexation Agreement (ANNX-24-9)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement that is associated with the Steckman Annexation (ANNX-24-9). A presentation is not planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 6.7 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services. The site is generally located west of the N. Brookie Drive and N. Spokane Street intersection. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached Development and Annexation Agreement for the Steckman Annexation (ANNX-24-9).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Steckman Annexation (ANNX-24-9) request on April 1, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Applicant Signed Steckman Annexation Agreement ANNX-24-9

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Steckman Annexation

(File No. ANNX-24-9)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Blackwell Homes & Development LLC, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 2229 W. Dakota Ave, Dalton Gardens, Id 83835.

WHEREAS, Blackwell Homes & Development LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located west of the intersection of N. Brookie Drive and N. Spokane Street and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Spokane Street to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Spokane Street for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for said Spokane Street.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street rights-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights-of-way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Density Limitation: Owner agrees that the density of all areas of the property described and depicted in Exhibit "A" will not exceed 8.0 units per gross acre. Accessory Dwelling units are excluded from the gross density calculation.
- 5.2 Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1 Residential Unit Type: Owner agrees to only construct single family detached units.
 - 5.2.2 Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk and/or driveway. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
 - 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').
 - 5.2.4. Railroad Fencing: Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the shared property boundary of the property with development of each phase of the property that abuts the rail line.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development,

operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot

amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

Blackwell Homes & Development LLC

By: _____
Ronald G. Jacobson, Mayor

By: [Signature]
Benjamin Steckman, Managing Member

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

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

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

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 3/11/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.



(Stamp above)

[Signature]
Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 10/5/29

EXHIBIT 'A'
ANNEXATION DESCRIPTION

THE NORTH HALF OF TRACT 21, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85; INCLUDING THE RAILROAD RIGHT OF WAY WITHIN SAID NORTH HALF OF TRACT 21. TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 225.00 FEET; THENCE NORTH 89°06'49" WEST 400.00 FEET; THENCE SOUTH 00°13'51" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 261.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 21. THENCE SOUTH 00°15'35" WEST 331.91 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21, A DISTANCE OF 642.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE NORTH 00°13'51" EAST 331.65 FEET TO THE NORTHEAST CORNER OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 20.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 6.956 ACRES, MORE OR LESS.

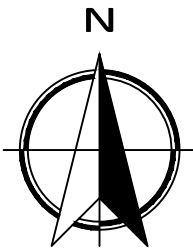


CITY OF POST FALL ANNEXATION - ORDINANCE

THE NORTH HALF OF TRACT 21, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8 EXCEPT UPRR RIGHT OF WAY
TOGETHER WITH THE S 220' OF THE E 400' OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W.,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE

INST.#



H-Scale 1"= 60'



LEGEND

- ◇ FOUND 1/2" REBAR WITH PLASTIC CAP, PLS 3814
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, PLS 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- ⊕ CENTER SECTION CORNER AS NOTED
- ⊕ N-S 1/4 SECTION CORNER AS NOTED
- CPF CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- TPOB TRUE POINT OF BEGINNING

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED. A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY.

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

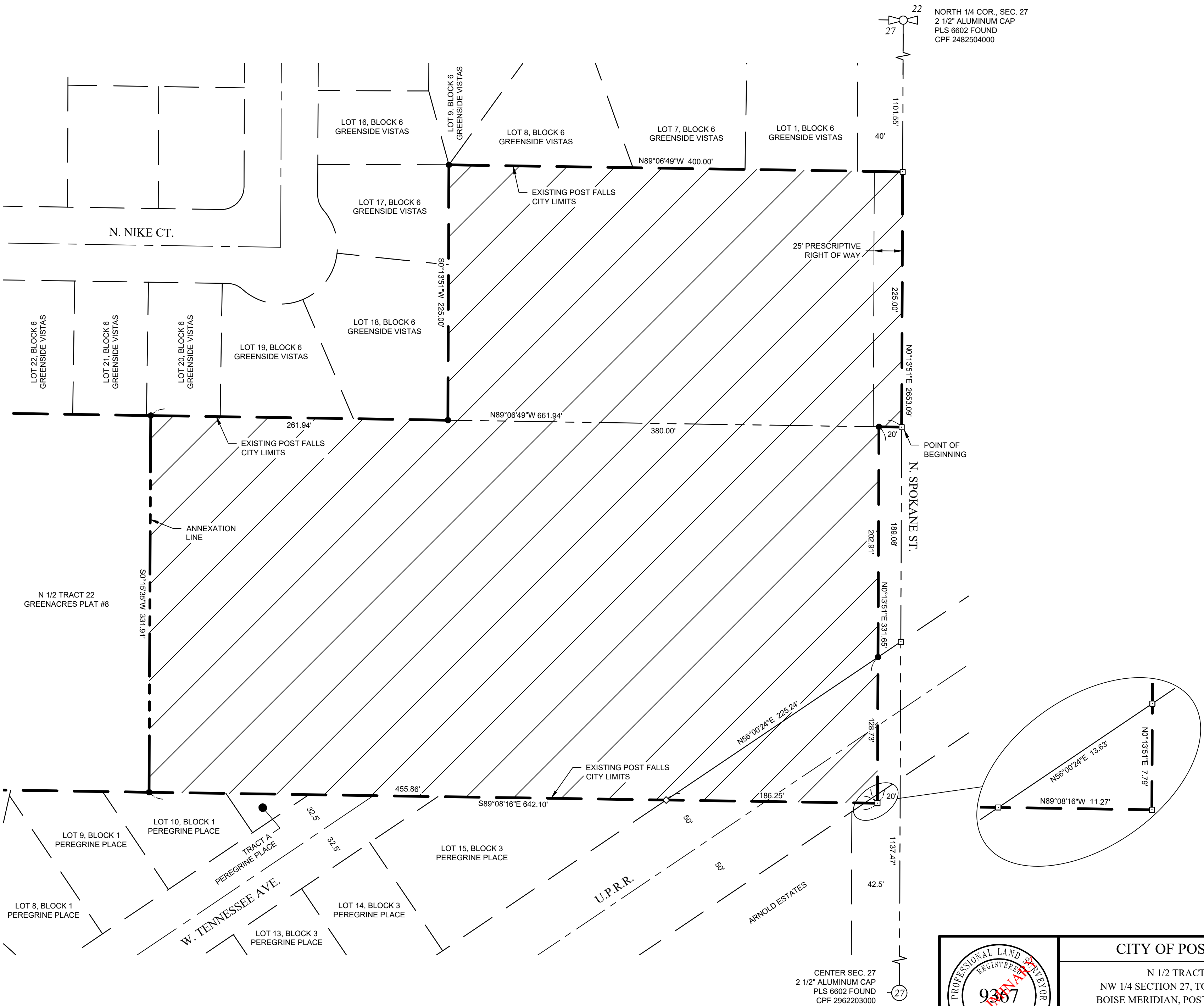
- R-1 PLAT OF GREENACRES IRRIGATION DISTRICT PLAT NO. 8 BY ARTHUR B. CLARK, PLS 48. RECORDED IN BOOK B OF PLATS, PAGE 85.
- R-2 PLAT OF GREENSIDE VISTAS BY DAVID SCHUMANN, PLS 4182. RECORDED IN BOOK J OF PLATS, PAGE 310, UNDER INSTRUMENT #2023226000.
- R-3 PLAT OF PEREGRINE PLACE BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS, PAGE 290, UNDER INSTRUMENT #2674219000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,215,624.21, E: 2,326,718.02) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET). WITH A COMBINED SCALE FACTOR OF 1.00006528 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 00°53'46"

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ANNEX THE PROPERTY DESCRIBED HEREON. SURVEY MONUMENTS WHERE FOUND/HELD AS DEPICTED HEREON.



CITY OF POST FALL ANNEXATION

N 1/2 TRACT 21, GREENACRES PLAT #8
NW 1/4 SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: NOV. 2024	DRAFTED BY: DTL	PLOT DATE: 11/12/2024	SHEET	P.O. Box 2544 Post Falls, ID 83877 208-660-2351 johnsonsurveyingnw.com
FILE NAME: 24-169 ANNEX	CHECKED BY: CJJ	PROJECT No.: 24-169	1/1	

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Early Dawn & Zorros Annexation Reasoned Decision (ANNX-24-1)

ITEM AND RECOMMENDED ACTION:

This item is the final Reasoned Decision for the Early Dawn & Zorros Annexation (ANNX-24-1), which was approved by the city council following a public hearing on February 18, 2025. Staff request that the city council review and approve the Reasoned Decision. No presentation is planned on this item.

DISCUSSION:

On February 18, 2025, the city council held a public hearing to consider a request to annex approximately 9.63-acres and associated rights-of-way into the City of Post Falls with Community Commercial Services (CCS) zoning. The entirety of the site is generally located at the northwest corner of Early Dawn and Zorros roads. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached Reasoned Decision for the city council's review. The city council may approve the decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the Reasoned Decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the Early Dawn & Zorros Annexation request on February 18, 2025.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.06.03 CC RD Early Dawn & Zorros_ANNX-24-1

**Early Dawn & Zorros
File No. ANNEX-24-1
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Todd Whipple on behalf of Douglass Properties, Applicant

LOCATION: Located northwest corner of E. Early Dawn Ave. and N. Zorros Rd.

REQUEST: Request to annex 9.63 acres into the City with a zoning designation of Community Commercial Services (CCS).

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. A-5 Will Serve Letter
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Planning & Zoning Minutes
10. S-5 Planning & Zoning Recommendation
11. S-6 Early Dawn and Zorros Annexation Agreement
12. PA-1 PFSD Comments
13. PA-2 KCFR Comments
14. PA-3 YPL Comments
15. PA-4 PFPD Comments
16. PA-5 PFHD Comments
17. PA-6 DEQ Comments
18. PA-7 ITD Comments
19. PA-8 YPL Comments
20. PC-1 Williams Comments
21. PC-2 Xhudo Comment
22. PC-3 Whipple Comment
23. CC Staff Report
24. Testimony at the February 18, 2025 City Council public hearing:

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

Jon Manley, Planning Manager

Mr. Manley presented the annexation request submitted by Todd Whipple of Whipple Engineering,

along with Austin Fuller, presented a proposal on behalf of Douglas Properties LLC to annex approximately 9.63 acres into the City of Post Falls. The proposed zoning designation is Community Commercial Services (CCS), which aligns with the City's comprehensive plan for the area. The parcel is located at the northwest corner of Early Dawn and Zorros roads, surrounded primarily by CCS zoning to the west and R1 zoning within the Foxtail PUD to the east. This site is currently used as a large-lot single-family residence. The property lies over the Rathdrum Prairie Aquifer, with water service to be provided by the Ross Point Water District and wastewater by the City of Post Falls.

The annexation is expected to provide right-of-way and upon development infrastructure improvements, especially along Early Dawn and Zorros, both minor collector roads. The site is within the Business Commercial designation and the 41 North Focus Area of the City's comprehensive plan, supporting uses like commercial, multi-family, and tech developments. The application aligns with multiple comprehensive plan goals and policies, particularly regarding orderly development, improved access, and the annexation of county islands to enhance fiscal sustainability. Public notification was carried out with minimal opposition noted, and future coordination with agencies like the fire district is anticipated during development.

Austin Fuller, Whipple Consulting Engineers, on behalf of Applicant

My name is Austin Fuller, representing Whipple Consulting Engineers located at 21 South Pines Road, Spokane Valley, Washington. With me today are Todd Whipple and Elizabeth Telson, the attorney for the project, who may also speak. This presentation pertains to the Early Dawn annexation at Early Dawn and Zorros Road. The site is approximately 9.67 acres and is currently within the Agricultural Zone of Kootenai County. We are proposing a CCS Zone designation within the City of Post Falls. The site is surrounded by various zones and landmarks: Foxtail Addition is to the east, Bluegrass Apartments to the south, and Circle K and the Grocery Outlet is to the west. This area is a "doughnut hole"—a County Island surrounded by city-zoned properties, and the proposed annexation would fill this gap. According to the City of Post Falls zoning map, adjacent areas are already designated CCS or residential (R1), and the future land use map categorizes this property as Business Commercial, for which the CCS zone is an appropriate implementation.

Furthermore, the proposed zoning is consistent with the goals and policies of the City's Comprehensive Plan. Relevant goals include maintaining and improving the transportation network (Goal 6), planning for suitable land use types and quantities (Goal 7), and encouraging compatible infill and redevelopment (Policy 8). It also supports Policy 9 (encouraging annexation of county islands), Policy 14 (following annexation procedures), Policy 24 (protecting transportation corridors), Policy 26 (maintaining connectivity of sidewalks and trails), and Policy 33 (implementing transportation plans). There is no evidence of adverse impact on public services; water and sewer lines are already adjacent to the site along Zorros Road and Early Dawn Avenue, and a "will serve" letter from Ross Point Water District has been provided. The property's flat topography is appropriate for CCS zoning, and the annexation is in the City's best interest due to access to Highway 41 via signalized intersections at Hope and Poleline Avenues.

One concern addressed a lack of open space; however, as the parcel is privately owned, there is no public open space requirement, though park impact fees will be paid at the building permit stage. Another concern was the absence of a site plan; no site plan is required for annexation, as all CCS-approved uses are considered. A third concern was the potential negative impact on nearby single-family property values. Based on our experience, development typically increases nearby property values. Permitted uses in CCS—and encouraged by Focus Area 41 North—include nursing homes, residential care facilities, boarding houses, hotels, motels, retail stores, grocery stores, offices, and restaurants. Special use permits may allow additional uses such as townhomes, multi-family units, service garages, heavy vehicle dealerships, and research and development facilities.

The hearing was opened for public comment. There were no comments.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The Council finds that the proposed Community Commercial Services (CCS) zoning district is consistent with the Future Land Use Map and the 41 North Focus Area of the Post Falls Comprehensive Plan. The Business Commercial designation explicitly allows CCS zoning, making it a suitable implementation of the plan.

The Council discussed the proposed annexation of a county island property and determined it to be in the best interest of the City. The annexation would provide right-of-way access for pedestrian connectivity between eastern neighborhoods and the trail along Highway 41. Additionally, utilities already exist along the site boundary, and the area is a key component in the planned backage road along Highway 41, which would alleviate traffic congestion. Council members noted the proposed zoning of CCS is consistent with the future land use map and neighboring zones.

No evidence to the contrary was presented. The Council concludes that the proposed zoning is appropriate, aligns with the Comprehensive Plan, and promotes the orderly development of Post Falls.

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

The proposed zoning district is consistent with the goals and policies of the Comprehensive Plan that are relevant to the area under consideration. City Council specifically noted that the annexation and zoning aligned with Goal 6, which seeks to maintain and improve Post Falls’ transportation network in pace with growth and plan objectives. The development resulting from this annexation would improve the existing transportation network by extending interior roadways and enhancing connectivity.

City Council also cited Policy 8, which encourages compatible infill development and the redevelopment of vacant or underutilized properties within the City. Policy 24 and Policy 26 (protecting transportation corridors and maintaining connectivity of sidewalks and trails) were implicated as consistent by the City Council.

One Council member expressed concern that the Community Commercial Services (CCS) zoning, which allows multi-family housing by special use permit, may not fully align with Goal 1 (promoting a balance of land uses) or Goal 3 (preserving the City’s small-town charm), particularly in light of the City’s recent housing needs assessment indicating that additional high-density residential development may not be a current priority. However, the majority of the Council found that the proposed CCS zoning remained appropriate and consistent with the Comprehensive Plan.

Based on the substantial evidence in the record, the Council finds that the proposed zoning is consistent with the Post Falls Comprehensive Plan’s goals and policies. The record demonstrates that the annexation will support transportation improvements, provide compatible infill development, and ensure the efficient delivery of city services.

No evidence was presented to suggest that the proposed zoning would be inconsistent with the Comprehensive Plan's objectives. Therefore, the Council concludes that the CCS zoning district is an appropriate and well-supported designation for the annexation area.

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

The Council finds that the proposed CCS zoning district does not create a demonstrable adverse impact on public service delivery. All relevant political subdivisions were notified, including Ross Point Water District, the City of Post Falls wastewater department, emergency services, and school and transportation agencies. The staff report confirms that no adverse comments were received, with agency responses indicating neutrality, no impact, or no comment at this stage.

The evidence presented demonstrates that city infrastructure can serve development at CCS densities. Ross Point Water District confirmed water availability, while the City of Post Falls affirmed wastewater service capacity. The applicant stated that sewer and water connections would be extended to meet city standards. The Post Falls Police and Fire Departments did not raise concerns about service delivery, and future development will require frontage improvements along Poleline Avenue and Zorros Road, ensuring adequate transportation access.

No evidence suggested that the proposed zoning would negatively impact service delivery. The staff report, applicant testimony, and agency responses all support the conclusion that services can be provided without undue burden on existing infrastructure. Therefore, the Council finds that this criterion is satisfied.

D. REASONED DECISION OF THE CITY COUNCIL.

Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Community Commercial Services (CCS) for the Early Dawn and Zorros property is consistent with the Post Falls Comprehensive Plan and applicable review criteria. Additionally, the Council finds that the annexation is in the City's best interest, as it will help facilitate completion of the planned backage road system envisioned in the Highway 41 Corridor Master Plan. The City Council hereby approves the applicant's annexation request and zoning designation.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Early Dawn and Zorros Annexation Agreement (ANNX-24-1)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement associated with the Early Dawn and Zorros Annexation (ANNX-24-1). A presentation is not planned on this item.

DISCUSSION:

On February 18th, 2025, the city council held a public hearing to consider a request to annex approximately 9.63 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services zoning. The site is generally located on the northwest corner of E. Early Dawn Ave. and N. Zorros Rd. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff has prepared the attached Development and Annexation Agreement associated with the Early Dawn and Zorros Annexation (ANNX-24-1).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Early Dawn and Zorros Annexation (ANNX-24-1) request on February 18th, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Early Dawn and Zorros Annexation Agreement (Applicant Signed)

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Early Dawn & Zorros Annexation

(File No. ANNEX-24-1)

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

WHEREAS, **DOUGLASS PROPERTIES, LLC**, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

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

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.2.2. Additional Wastewater System Requirements: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$3,334.52 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
- 3.2.2a Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. In 2024 the City constructed a portion of the 12th Avenue Force

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

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Zorros Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Zorros Road for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for Zorros Road.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Early Dawn Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Early Dawn Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Zorros Road.

ARTICLE V. CONSIDERATION/FEES

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

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

- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.

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

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

CITY OF POST FALLS

DOUGLASS PROPERTIES, LLC

By: _____
Ronald G. Jacobson, Mayor

By: Lance G. Douglas
Lance G. Douglas, Governor

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
 :ss
County of Kootenai)

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

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



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

EXHIBIT A

City of Post Falls Annexation Ordinance No. _____

Annexation Description

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

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

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

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

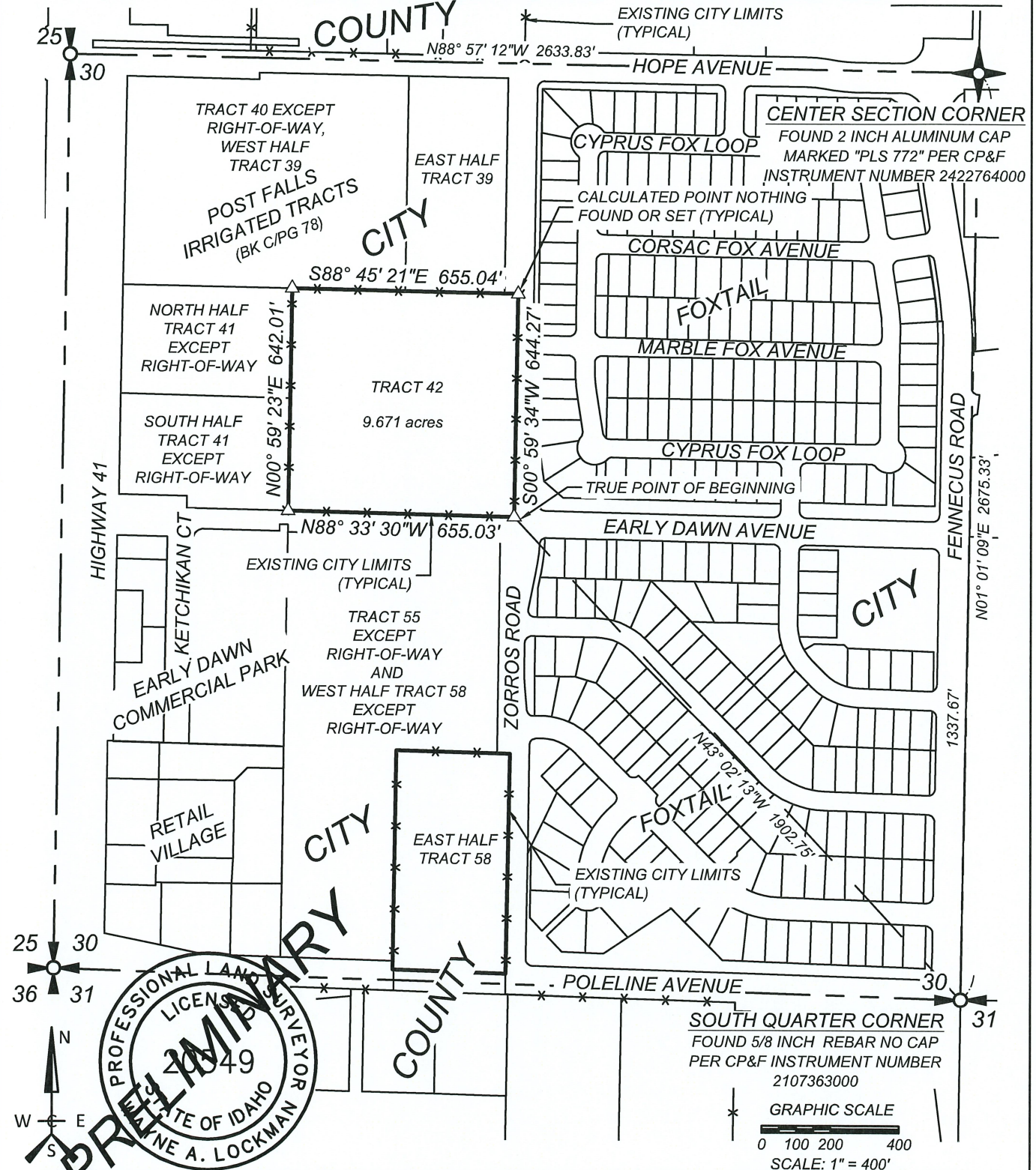
thence along the North Line of said Tract 42 and the South Right-of-Way of Zorros Road, being the South line of said City Limits, South 88°45'21" East 655.04 feet to the West Right-of-Way of Zorros and the East line of said City Limits ;

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

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



CITY OF POST FALLS ANNEXATION ORDINANCE No.



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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Poleline & Zorros Annexation Reasoned Decision (ANNX-24-2)

ITEM AND RECOMMENDED ACTION:

This item is the final Reasoned Decision for the Poleline & Zorros Annexation (ANNX-24-2), which was approved by the city council following a public hearing on February 18, 2025. Staff request that the city council review and approve the Reasoned Decision. No presentation is planned on this item.

DISCUSSION:

On February 18, 2025, the city council held a public hearing to consider a request to annex approximately 4.7-acres and associated rights-of-way into the City of Post Falls with Community Commercial Services (CCS) zoning. The site is generally located at the northwest corner of Poleline and Zorros roads. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff prepared the attached Reasoned Decision for the city council's review. The city council may approve the decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the Reasoned Decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard the Poleline & Zorros Annexation request on February 18, 2025.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. RD Poleline & Zorros_ANNX-24-2

**Poleline & Zorros
File No. ANNX-24-2
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Todd Whipple on behalf of Douglass Properties, LLC, Applicant
LOCATION: Located on the northwest corner of E. Poleline Avenue and N. Zorros Road.
REQUEST: Request to annex 4.72 acres (5.2 with rights-of-way) into the City with a zoning designation of Community Commercial Services (CCS).

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. A-5 Will Serve
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Planning & Zoning Minutes
10. S-5 Planning and Zoning Recommendation
11. S-6 Poleline & Zorros Annexation Agreement
12. PA-1 PFSD Comments
13. PA-2 KCFR Comments
14. PA-3 YPL Comments
15. PA-4 PFPD Comments
16. PA-5 PFHD Comments
17. PA-6 DEQ Comments
18. PA-7 ITD Comments
19. PA-8 YPL Comments
20. PA-9 PFHD Comments
21. PC-1 Robbins Comment
22. PC-2 Whipple Comment
23. CC Staff Report
24. Testimony at the February 18, 2025, City Council public hearing:

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

Jon Manley, Planning Manager

Mr. Manley presented the annexation request submitted by Todd Whipple, representing the property

owner, Douglass Properties, LLC. The proposal involves annexing 4.72 acres (5.2 with rights-of-way) located on the northwest corner of Poleline and Zorros into the City of Post Falls with a request for the Community Commercial Services (CCS) zoning designation. On October 24th, the Planning and Zoning Commission forwarded a recommendation for the designation of Community Commercial Services (CCS) zoning for a parcel currently developed as a large-lot single-family residence situated above the Rathdrum Prairie Aquifer. CCS-zoned properties border the subject site to the north and west, single-family residential (R1) properties to the east across Zorros Road, and larger County-zoned parcels to the south, beyond Poleline Avenue. Ross Point Water District will provide water service, and the City of Post Falls will furnish sanitary sewer service, which has confirmed adequate capacity to accommodate the proposed density. This site is subject to the 12th Ave. Surcharge.

The parcel lies within the 41 North Focus Area and is designated as Business Commercial in the City's Future Land Use Map. The proposal aligns with several goals and policies of the City's Comprehensive Plan, including Goal 6 related to transportation network enhancement, and may be supported by Policies 24 and 26 in the Comprehensive Plan. This proposal could align with Goal 7 within the Comp Plan and may be supported by Policy 45. Policy 45 states to guide annexations by considering master plans for water, sewer, transportation, parks, schools, and emergency services; Provision of necessary rights-of-way and easements; Studies that evaluate environmental and public service factors; and timing that supports orderly development or coordinated extension of public services. Additionally, the proposed annexation may achieve Goal 12 concerning long-term fiscal sustainability. Additional rights-of-way and easements will be required upon annexation and subsequent development, particularly along Poleline Avenue (a Minor Arterial) and Zorros Road (a Minor Collector). Based on the staff report, this proposal could be determined to meet all three zoning review criteria, with no demonstrable adverse impacts identified by service providers.

Austin Fuller, Whipple Consulting Engineers, on behalf of Applicant

Mr. Fuller testified that this is consistent with the future land use map and focus area in the currently adopted Post Falls Comprehensive Plan. The subject property comprises approximately 4.76 acres (approximately 4.76 acres as stated by the applicant, or 5.2 acres including rights-of-way). It is located in Kootenai County, currently zoned as Agriculture. Bluegrass Apartments border it to the north and west, the Foxtail Edition (R1 Foxtail PUD) to the east, and large-lot single-family residences to the south. The proposal requests annexation into the City of Post Falls and a zoning change to the Community Commercial Services (CCS) zone.

The surrounding zoning includes CCS to the north and west, and the future land use map designates the area as Business Commercial, consistent with the proposed CCS zoning. The annexation supports the City's long-term development goals, particularly within the 41 North Focus Area, emphasizing multi-family, commercial, and technology-related developments near major roadways such as Highway 41 and Poleline Avenue.

The proposal aligns with several goals and policies outlined in the Post Falls Comprehensive Plan. Specifically, it supports Goal 6, which focuses on enhancing transportation infrastructure, and Goal 7, which emphasizes ensuring appropriate land use types and quantities. It also advances Policy 8 by promoting infill and redevelopment and Policy 9 by encouraging annexing County Islands. Additionally, the proposal complies with annexation procedures as outlined in Policy 14. Furthermore, it supports Policies 24, 26, and 33 by protecting transportation corridors and promoting the development of multimodal infrastructure.

Mr. Fuller affirmed that the annexation would not adversely impact the delivery of public services. Sewer, water, and other utilities are readily accessible, and Ross Point Water District has provided a water service confirmation.

Concerns were addressed regarding open space, property values, and the lack of a specific site plan. Mr. Fuller emphasized that park impact fees would be required at the time of development, development typically increases adjacent property values, and a site plan was not included due to the intent to allow all uses permitted within the CCS zone.

Mr. Fuller stated that the annexation and proposed zoning are consistent with city planning objectives, are supported by available public services, and align with the City's long-term development framework.

The hearing was opened for public comment. There were no comments.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The Council finds that the proposed Community Commercial Services (CCS) zoning district is consistent with the Future Land Use Map and the 41 North Focus Area of the Post Falls Comprehensive Plan. The Business Commercial designation explicitly allows CCS zoning, making it a suitable implementation of the plan.

Substantial evidence in the staff report and the applicant's presentation supports this finding. The staff report confirmed that CCS zoning aligns with the Business Commercial designation, while the applicant demonstrated that the property is an infill site surrounded by existing CCS and R-1 zoning with city services available to support development. The 41 North Focus Area emphasizes pedestrian connectivity, improved access to Highway 41, and infrastructure expansion, all of which this annexation will facilitate.

No evidence to the contrary was presented. The Council concludes that the proposed Community Commercial Services (CCS) zoning is appropriate, aligns with the Comprehensive Plan, and promotes the orderly development of Post Falls.

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

The Council finds that the proposed zoning district is consistent with the goals and policies of the Comprehensive Plan that are relevant to the area under consideration. City Council specifically noted that the annexation and zoning aligned with Goal 6, which seeks to maintain and improve Post Falls' transportation network in pace with growth and plan objectives. The development resulting from this annexation would improve the existing transportation network by extending interior roadways and enhancing connectivity. The Council further noted that annexation would allow the City to acquire the necessary right-of-way along Poleline Avenue, enabling future transportation infrastructure such as roundabouts.

City Council also cited Policy 8, which encourages compatible infill development and the redevelopment of vacant or underutilized properties within the City. The annexation site was identified as a county peninsula, making it a priority for annexation as an infill development.

One Councilmember expressed concern that, given the City's recent housing needs assessment, alternative zoning designations might better meet current goals. However, the majority of the

Council found that the proposed CCS zoning remained appropriate and consistent with the Comprehensive Plan.

Based on the substantial evidence in the record, the Council finds that the proposed zoning is consistent with the Post Falls Comprehensive Plan's goals and policies. The record demonstrates that the annexation will support transportation improvements, provide compatible infill development, and ensure the efficient delivery of city services.

No evidence was presented to suggest that the proposed zoning would be inconsistent with the Comprehensive Plan's objectives. Therefore, the Council concludes that the CCS zoning district is an appropriate and well-supported designation for the annexation area.

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

The Council finds that the proposed CCS zoning district does not create a demonstrable adverse impact on public service delivery. All relevant political subdivisions were notified, including Ross Point Water District, the City of Post Falls wastewater department, emergency services, and school and transportation agencies. The staff report confirms that no adverse comments were received, with agency responses indicating neutrality, no impact, or no comment at this stage.

The evidence presented demonstrates that city infrastructure can serve development at CCS densities. Ross Point Water District confirmed water availability, while the City of Post Falls affirmed wastewater service capacity. The applicant stated that sewer and water connections would be extended to meet city standards. The Post Falls Police and Fire Departments did not raise concerns about service delivery, and future development will require frontage improvements along Poleline Avenue and Zorros Road, ensuring adequate transportation access.

No evidence was presented to suggest that the proposed zoning would negatively impact service delivery. The staff report, applicant testimony, and agency responses all support the conclusion that services can be provided without undue burden on existing infrastructure. Therefore, the Council finds that this criterion is satisfied.

D. REASONED DECISION OF THE CITY COUNCIL.

Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Community Commercial Services (CCS) for the Poleline & Zorros annexation is consistent with the Post Falls Comprehensive Plan and applicable review criteria. Additionally, the Council finds that the annexation is in the City's best interest, as it will provide additional opportunities for development within the CCS Zone. The City Council hereby approves the applicant's annexation request and the zoning designation of Community Commercial Services (CCS).

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Poleline and Zorros Annexation Agreement (ANNX-24-2)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement associated with the Poleline and Zorros Annexation (ANNX-24-2). A presentation is not planned on this item.

DISCUSSION:

On February 18th, 2025, the city council held a public hearing to consider a request to annex approximately 4.72 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services. The site is generally located on the northwest corner of E. Poleline Ave. and N. Zorros Rd. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff also prepared the attached Development and Annexation Agreement to correspond with the Poleline and Zorros Annexation (ANNX-24-2).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Poleline and Zorros Annexation (ANNX-24-2) request on February 18th, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Poleline and Zorros Annexation Agreement (Applicant Signed)

DEVELOPMENT AND ANNEXATION AGREEMENT

Poleline & Zorros Annexation

(File No. ANN-24-2)

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

WHEREAS, **DOUGLASS PROPERTIES, LLC**, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

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

ARTICLE II: STANDARDS

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

lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.2.2. 12th Avenue Sewer Surcharge: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$3334.52 per service unit for the 12th Avenue Force Main. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
- 3.2.3 Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. In 2024 the City constructed a portion of the 12th Avenue Force Main to further extend capacity in the SH41 Corridor. Owner agrees that if the

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

- 3.2.4 Meyer Line Sewer Surcharge: Owner acknowledges that the Property is within the Meyer Line Sewer Surcharge Basin and agrees to pay the sewer surcharges established for that basin which has been established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$837.41 per service unit. Owner agrees to pay the surcharges at the time of building permit issuance for any structure(s) that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Zorros Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Zorros Road for a total right of way width of 80 feet measured from the existing eastern rights-of-way line for Zorros Road.

- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Poleline Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Poleline Avenue where the new northern limits will align with the existing northern rights-of-way to the east and west of the Property.
- 4.1.5. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way at the intersection of Poleline Avenue and Zorros Road for accomodation of future traffic control (City CIP project NKNL30 – East ¼-mile and Poleline). The area will consist of a triangle with 65-foot long legs on Poleline Avenue and Zorros Road.
- 4.1.6. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along the triangular rights-of-way dedication identified in 4.1.5 to include utilities, sidewalks and storm drainage.

ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

CITY OF POST FALLS

DOUGLASS PROPERTIES, LLC

By: _____
Ronald G. Jacobson, Mayor

By: *Lance G. Douglass*
Lance G. Douglass, Governor

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

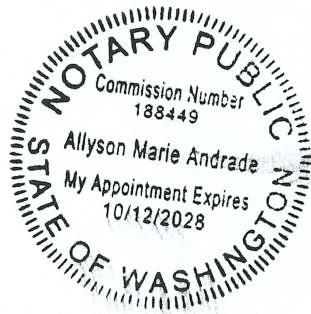
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
 :SS
County of Kootenai)

This record was acknowledged before me on this 21th day of November, 2024, by
Lanzce C. Douglas as Governor of Douglass Properties, LLC.

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



[Signature]

Notary Public for the State of Idaho
Residing at: Spokane County
Commission Expires: 10/12/2028

EXHIBIT A

City of Post Falls Annexation Ordinance No. _____

Annexation Description

A parcel of land lying in the Southwest Quarter of Section 30 and in the Northwest Quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 30, being a 5/8 inch rebar with no cap, per CP&F Instrument Number 2107363000, from which the Center Quarter Corner of said Section 30 bears North 01°01'09" East 2675.33 feet;

thence along the South line of the Southwest Quarter of said Section 30, North 88°09'46" West 1322.61 feet to the **True Point of Beginning**;

thence leaving the South line of said Southwest Quarter, South 00°59'33" West 30.00 feet to the South Right-of-Way of Poleline Avenue;

thence along the South Right-of-Way of said Poleline Avenue, North 88°09'46" West 327.51 feet to the East line of the City Limits;

thence along the East line of the said City Limits and the West line of the East half of Tract 58 of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, Idaho and the extension thereof, North 00°59'29" East 639.15 feet to the South line of said City Limits and the Northwest Corner of said Tract 58;

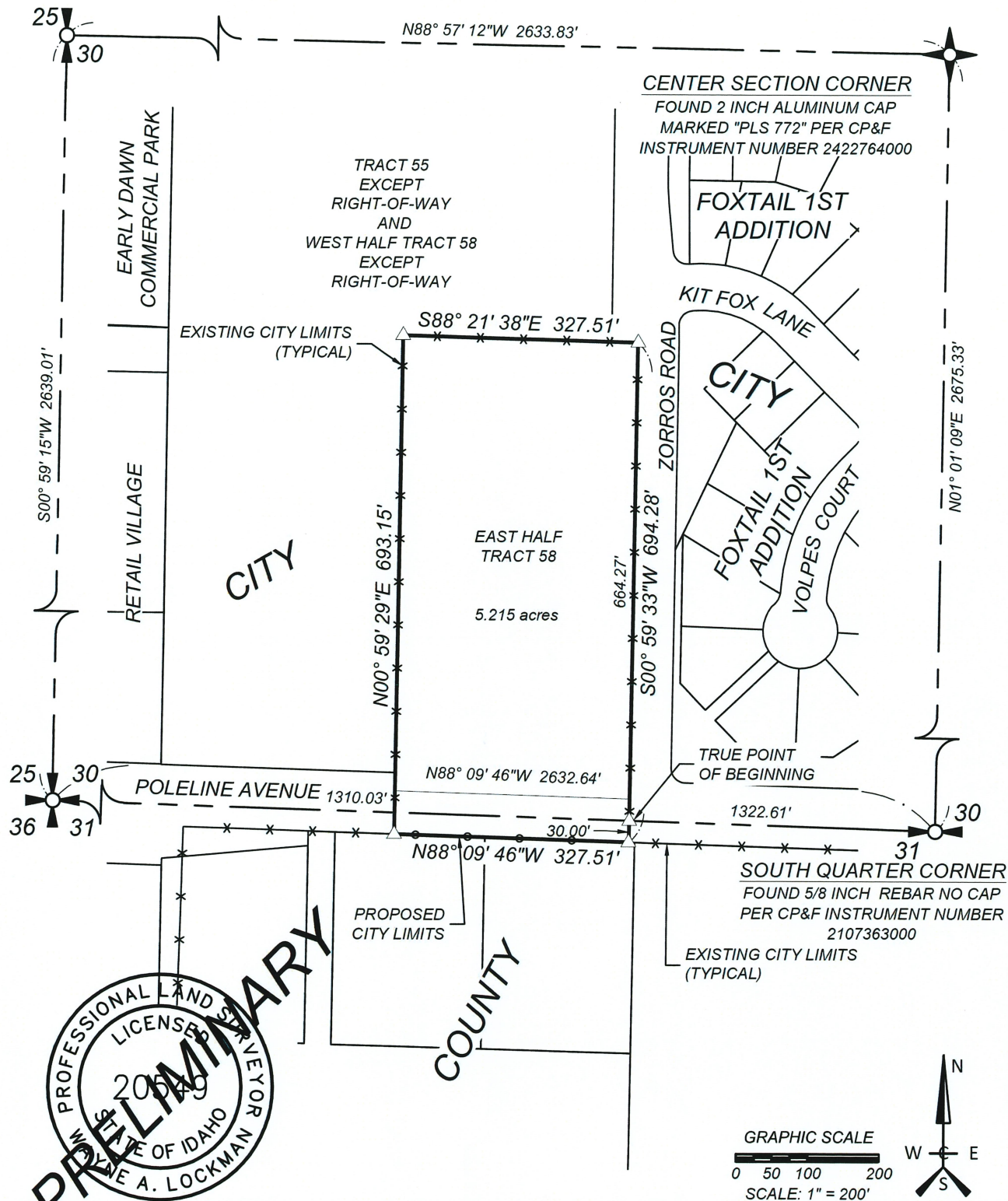
thence along the North Line of said Tract 58, being the South line of said City Limits, South 88°21'38" East 327.51 feet to the West Right-of-Way of Zorros Road and the West line of said City Limits and the Northeast Corner of Tract 58;

thence along West Right-of-Way of said Zorros Road and the East line of said Tract 58 and the extension thereof, being the West line of said City Limits, South 00°59'33" West 664.27 feet to the **True Point of Beginning**;

said parcel containing 5.215 acres of land, more or less.



CITY OF POST FALLS ANNEXATION ORDINANCE No. _____



PROJECT NO.: 23-3546
 DATE: 04/25/24
 DRAFTED BY: EJW/MAS
 REVIEWED BY: WAL
 SCALE: 1"=200'

S.30 - T.51N. - R.04W. B.M.

ANNEXATION EXHIBIT
 A PORTION OF THE NW1/4, SEC.31
 AND A PORTION OF THE SW1/4, SEC.30,
 T51N, R4W, B.M.
 KOOTENAI COUNTY, ID

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Sewer Line Damage Settlement with Scarsella Brothers

ITEM AND RECOMMENDED ACTION:

Staff requests city council review and authorization for the mayor to sign the attached Property Damage Formal Release to formalize the settlement for damage to City utility infrastructure caused by a third party contractor.

DISCUSSION:

Construction contractor Scarsella Bros Inc. damaged City sewer lines during their normal course of business on June 25, 2024. City crews and equipment assisted in the response to address the damage. A claim was filed with Scarsella's insurer, Liberty Mutual (Claim #P 220-224745) by the City seeking restitution for staff time and resources spent responding to the damage. The proposed resolution settlement of \$1,454.85 constitutes reimbursement for both the staff time and resources used in the City's response. Finalization of the Settlement would thereby make the City whole following the incident.

The Property Damage Release was reviewed by City legal staff, who took no issue with the proposed settlement or release of further claims regarding this incident. Legal staff recommended that the mayor be designated as the appropriate signatory. Utilities staff support the signing of the Property Damage Release as a final settlement for the incident.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Restitution to the City of \$1,454.85

BUDGET CODE:

N/A

ATTACHMENTS:

1. Formal Release - P 220-224745

Claim Number: P 220-224745

PROPERTY DAMAGE RELEASE

For the sole consideration of: One Thousand Four Hundred Fifty Four Dollars and Eighty Five Cents (\$1,454.85) the undersigned hereby releases and forever discharges Scarsella Bros Inc., Liberty Mutual Fire Insurance Company, and all other persons, firms and corporations from all claims and demands, and rights and causes of action of any kind undersigned now has or hereafter may have on account of or in any arising out of property damage resulting or to result from an occurrence which happened on or about June 25, 2024 and do hereby covenant to indemnify and save harmless the said party or parties from and against all claims and demands whatsoever on account of or in any way arising out of said occurrence or its results to property. This release expresses a full and complete SETTLEMENT of a liability claimed and denied, regardless of the adequacy of the above consideration, and the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as an estoppel, waiver or bar with respect to any claim the party or parties release may have against the undersigned. Witness my hand seal.

**YOU ARE MAKING A FINAL SETTLEMENT.
THIS IS A RELEASE: READ BEFORE SIGNING.**

Please have your signature notarized or verified by a witness.

Signed, sealed and delivered this ____ day of _____, 20__.

Claimant:

Printed Name

X_____
Signature

Authorized Representative of Post Falls

Witness:

Printed Name

X_____
Signature

State of _____, County of _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Pleasant View Annexation Development and Annexation Agreement Amendment - Addendum 1 (ANNX-0006-2020)

ITEM AND RECOMMENDED ACTION:

This item is a public hearing to allow the city council to receive public testimony regarding an amendment to the annexation agreement for Wil-Hunt located along Pleasant View Drive. Staff requests that the city council consider any testimony received at the hearing and determine if its in the city's best interest to approved the amendment to the annexation agreement.

DISCUSSION:

The subject property was annexed by the city in 2022. The property owner intended to construct a trucking/railroad transload facility on the property. The annexation agreement required certain public infrastructure to serve the property to be built by both the applicant and the city by the end of 2024.

Since that time, the property owner has decided not to proceed with the project for the foreseeable future due to increased construction costs. Because the construction timelines contained in the agreement will not be met by the city or by the property owner, the agreement needs to be amended to remove those obligations. Addendum 1 to the agreement removes those obligations and replaces them with the city's standard infrastructure clauses that are normally included in annexation agreements. This language requires the property owner to install the infrastructure when needed in the future. If public utilities are not available at that time, the owner may elect to use other lawful alternatives until such time as public services are available. At that time, the owner must connect to public utilities.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Annexation approved February 16, 2021/Reasoned Decision approved April 6th, 2021/Annexation Agreement approved January 18th, 2022.

APPROVED OR DIRECTION GIVEN:

As noted above, the annexation agreement was approved on Januar 18, 2022.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

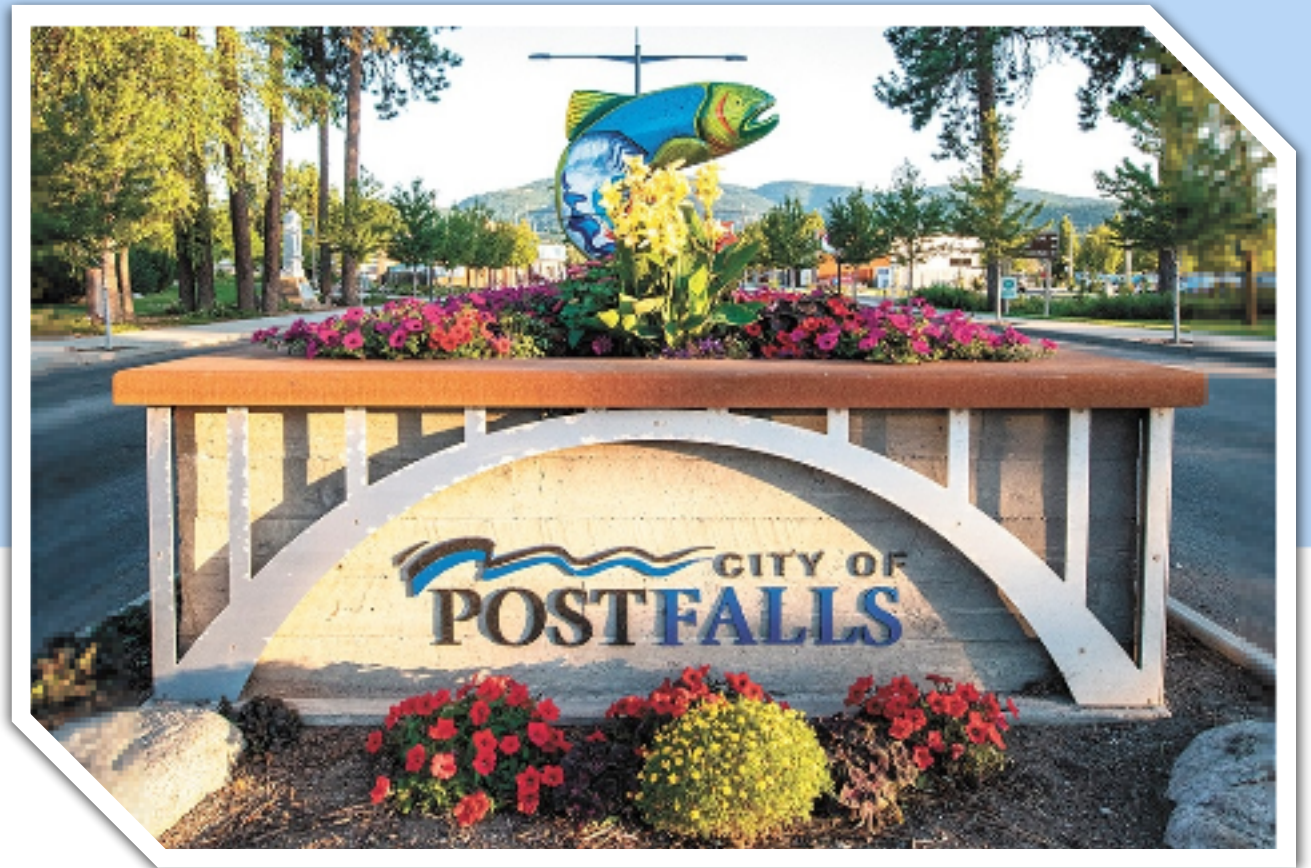
ATTACHMENTS:

1. 2025.04.22 Wil-Hunt Annexation Agreement Amendment Hr Presentation

2. Final Pleasant View Development Agreement Addendum
3. Pleasant View Annexation - Project Drive Annexation Agreement Wil-Hunt LLC
4. Exhibit PA-3 Bonneville Power Comment
5. Exhibit PA-4 Phillips 66 Comment
6. Exhibit PA-5 PFHD Comment

Project Drive Annexation Agreement Amendment Public Hearing

Warren Wilson
Deputy City Administrator



Summary

- Property annexed in 2022.
- Applicant intended to develop a trucking/transload facility.
- Due to increased construction costs, project cancelled.
- Agreement required applicant and city to construct certain public infrastructure by end of 2024.
- Need to amend agreement to remove those obligations.
- Idaho Code requires a public hearing to amend agreement.

Infrastructure Requirements in Agreement

Applicant required to build by 2024:

- 18” water main along Pleasant View Road.
- Sewer force main along Pleasant View Road.
- Traffic signal/roadway illumination at Pleasant View/Grange.

Infrastructure Requirements in Agreement

City required to build rest of “Phase 1” infrastructure by 2024:

- Anticipated city cost: \$3,378,100.
- Amount reimbursable from Urban Renewal District.
- Remainder funded by grants or the applicant.

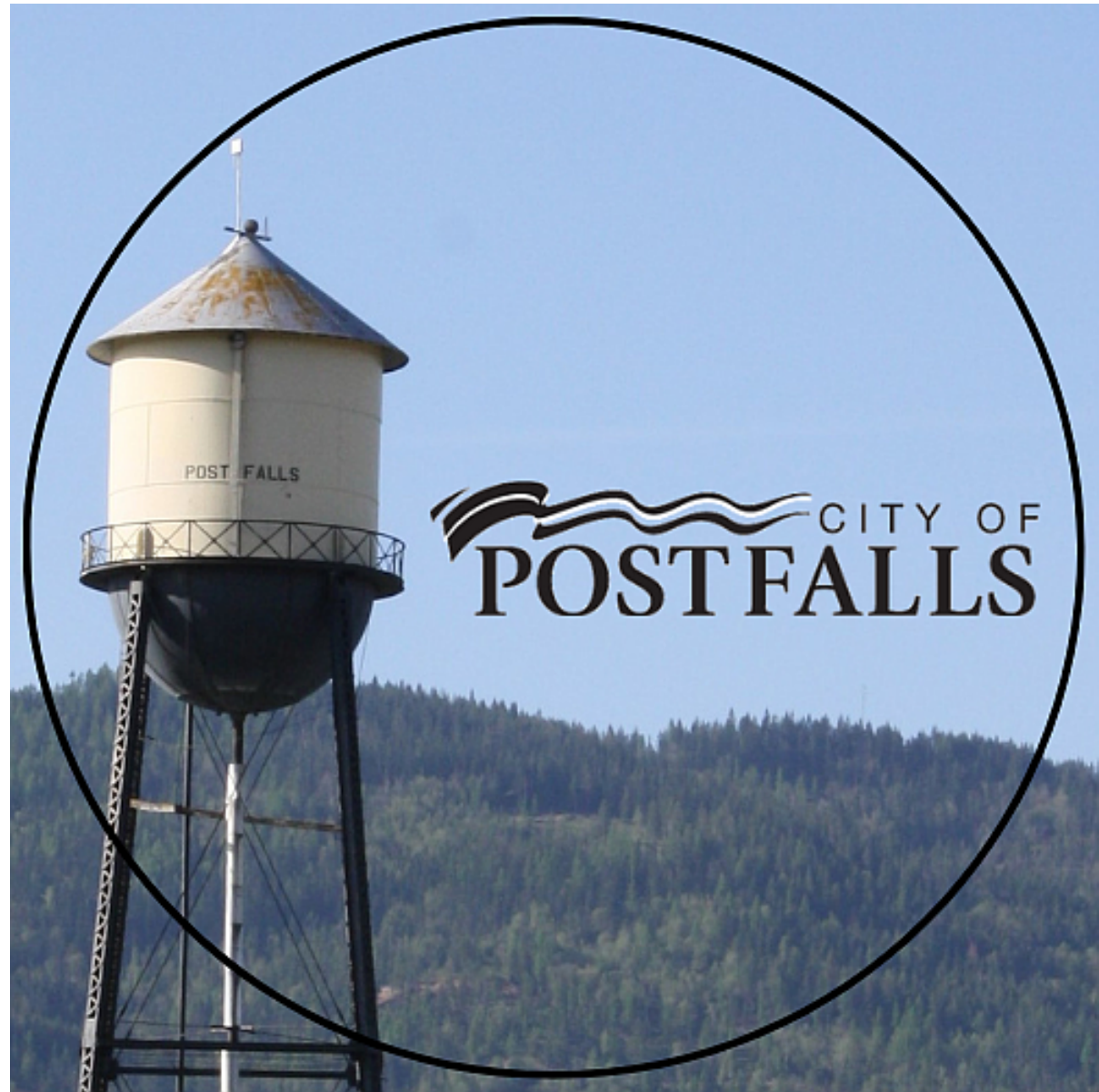
Revised Infrastructure Requirements

- Amendment removes specific projects, funding, and timelines.
- Amendment adds standard city infrastructure clauses that are contained in most annexation agreements.
- Applicant must extend water and sewer to serve property.
- If service capacity not available within 180 days, applicant may use legal alternative until capacity is available then must connect to public service.

Next Steps

- If amendment approved following hearing, the addendum will be recorded and will be binding on the applicant and anyone who may purchase the property from the applicant.

Questions?



RECORDING REQUESTED BY:

CITY OF POST FALLS

408 N. Spokane Street

Post Falls, Idaho 83854

Tel: (208) 73-0215

DEVELOPMENT AND ANNEXATION AGREEMENT

ADDENDUM #1

Pleasant View Annexation – Project Drive

(File No. ANN-0006-2020)

The City of Post Falls, hereinafter “City,” a municipal corporation organized and existing pursuant to the laws of the State of Idaho, 408 N. Spokane Street, Post Falls, Idaho 83854, and Wil-Hunt I, LLC, a Washington Limited Liability Company, with its principal place of business at 7405 S. Hayford Road, Cheyney, WA 99004, hereinafter “Wil-Hunt” enter into this Addendum to the Development and Annexation Agreement for Pleasant View Annexation – Project Drive.

WHEREAS, a Development and Annexation Agreement for the Project was entered into between the City and Will-Hunt on January 18, 2022 and recorded as Instrument No. 2882760000 on January 19, 2022, in the office of the Kootenai County Recorder which provided for certain improvements to be constructed as a condition of the requested annexation; and

WHEREAS, the parties have agreed to amend and remove provisions related to the installation of public infrastructure and execute this Addendum to the existing Development and Annexation Agreement to reflect such terms.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, it is agreed that the Development and Annexation Agreement is amended as follows:

1. That Paragraph 3.1 is deleted and replaced with the following:

3.1 Water: The Owner agrees to use the Post Falls Municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges specifically related to the Property and generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service.

2. That Paragraph 3.2 is deleted and replaced with the following:

3.2 Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.

3. That Article IV. Pleasant View Road Infrastructure Construction and Financing, inclusive of Paragraphs 4.1 through 4.2.6, is deleted entirely.

4. That Paragraph 5.2.1 be added which states:

5.2.1 Grant of Construction Easements: Owner acknowledges that the water, wastewater, and transportation improvements which may be required to develop the Property will ultimately be extended north and east in construction projects managed by the City or others. Owner agrees to grant to the City, at no additional costs any temporary construction easements or permanent utility easements that may be reasonably necessary to allow the City to extend the water and wastewater lines and to extend the transportation improvements to the north and east.

5. That Paragraph 6.4 is deleted and replaced with the following:

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

6. That the Development and Annexation Agreement for Pleasant View Annexation – Project Drive entered into on January 18, 2022, located in File No. ANNX-0006-2020, Post Falls Community Development, be incorporated herein and made a part hereof as if set forth fully herein and shall be a term of this Agreement except as modified herein.

7. That all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Addendum shall be binding upon the parties and their respective heirs, successors (be 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. No rights

or duties contained herein may be transferred or assigned except through the transfer of ownership of the land.

8. That this Development and Annexation Agreement Addendum #1, to the Development and Annexation Agreement for Pleasant View Annexation – Project Drive and any prior Agreements constitute the entire agreement of the parties.

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

Dated this _____ of March 2025.

CITY OF POST FALLS

WIL-HUNT I, LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
James Williams, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) ss.
County of Kootenai)

This record was acknowledged before me on this ____ day of March 2025, by Ronald G. Jacobson and Shannon Howard as Mayor and City Clerk, respectively of the City of Post Falls.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on this ____ day of March 2025, by James Williams as Manager of WIL-HUNT I, LLC.

NOTARY PUBLIC
My Commission Expires: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Post Falls
Legal Services Department
408 N Spokane St.
Post Falls, Idaho 83854

JIM BRANNON 12 P 2882760000
KOOTENAI COUNTY RECORDER
DAP Date 01/19/2022 11:44 AM
REQ OF POST FALLS CITY

RECORDING FEE: \$0.00

AG



DEVELOPMENT AND ANNEXATION AGREEMENT

Pleasant View Annexation – Project Drive

(File No. ANNEX-0006-2020)

THIS DEVELOPMENT AND ANNEXATION AGREEMENT (the "Agreement") is made this 18 day of Jan, 2022 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Wil-Hunt I, LLC**, a limited liability company organized and existing under the laws of Washington, with its principal place of business at 7405 S. Hayford road, Cheney, WA, 99004.

WHEREAS, Wil-Hunt I, LLC (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. **Purpose:** Owner enters into this Agreement in order to obtain annexation of the Property with Industrial (I) zoning while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City and certainty over the nature of the development as contemplated by Idaho Code 67-6511a. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.

- 1.2. Description of the Property: The Property is generally located north of Grange Avenue, east of Pleasant View Road, and south of the Prairie Avenue Kootenai County Transfer Station and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City ordinances and regulations concerning sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner and the City agree to meet and confer as contemplated by Section 8.12 in an attempt to resolve the issue. If such efforts are unsuccessful, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings, conforming with City submittal standards, of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until

planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges specifically related to the Property and generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. Owner acknowledges that domestic water supply to the Property requires Owner's construction of the waterline as detailed in Section 4.2.1 below. If the City is unable to provide full water capacity to the Property within 90 days of the date that construction by the Owner is completed and the City accepts the water line, the Owner is authorized to provide temporary domestic water service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon public water service being made available in any public right of way adjacent to the Property, the Owner agrees to disconnect from the temporary service and connect to the City's water system.
- 3.1.1. Water Rights: After domestic water is fully supplied and connected to the Property, Owner agrees to deed to the City all water rights associated with the Property in order to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges, as set forth in City, ordinances, and regulations, generally applicable to the Property at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. Owner acknowledges that sanitary sewer service to the Property requires Owner's construction of the sanitary sewer main detailed in Section 4.2.2 below. If sanitary sewer capacity cannot be assured within 180 days of the date that construction by the Owner is completed and the City accepts the sanitary sewer line, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property. Public water and sewer lines may be located within the Property and within easements.

- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PLEASANT VIEW ROAD INFRASTRUCTURE CONSTRUCTION AND FINANCING

- 4.1. Pleasant View Regional Infrastructure Improvements: The City has created an urban renewal area known as the Pleasant View Urban Renewal District (the "District"). The purpose of the District is to facilitate the development of industrial and commercial developments (along with supportive residential developments) by providing funding for the construction of public infrastructure in the area that includes the Property. The District plan (the "Plan") on file in the City Clerk's office, identifies a total estimated Phase 1 infrastructure cost of \$6,777,450, which includes water, sewer pipelines, a sewer lift station, and transportation projects. The City has allocated \$3,378,100 from water, wastewater, and annexation funds to pay for a portion of the Phase 1 public infrastructure projects. Additionally, the State of Idaho has tentatively agreed to award the Owner, through a separate agreement between the City and Owner, a \$500,000 Opportunity Grant, which will fund a portion of the Phase 1 infrastructure cost as outlined in the Opportunity Grant Agreement. The party constructing the Phase 1 infrastructure, and other qualifying public infrastructure needed to serve the District as identified in the Plan, is eligible for reimbursement of its construction costs through a negotiated agreement with the Post Falls Urban Renewal Agency who oversees the District. In the event that the Owner is unable to reasonably agree to a reimbursement agreement with the Agency by December 31, 2022, the Owner may request that the City renegotiate the funding provisions of this Agreement, which request will not unreasonably be denied.
- 4.2. Construction of Public Infrastructure by Owner and the City: Owner agrees to fund, design, and construct the Phase 1 infrastructure projects listed in this Section 4.2 with no contribution from the City. The remainder of the Phase 1 infrastructure will be constructed by the City with no additional contribution from the Owner, with the intent of having the infrastructure complete by December 31, 2024. Owner agrees that any other public infrastructure that is necessary to serve the Property, and that is not identified in the Plan, will be constructed by Owner at Owner's sole expense.
- 4.2.1 Transfer of Remaining City Funds to Urban Renewal Agency: The City will transfer the remaining balance of dedicated water, wastewater, and annexation funds, if any, to the Urban Renewal Agency to support the Owner's construction of Phase 1 infrastructure projects to support the District as authorized by I.C. 50-2015. Such transfer will occur upon completion and the City's final acceptance of all Phase 1 infrastructure to be constructed by the City and closeout of any related construction contracts. The Parties anticipate the Urban Renewal

Agency will use these funds, in addition to tax increment financing generated within the Urban Renewal District, to fund Phase 1 projects to be constructed by the Owner subject to a separate agreement between the Owner and the Urban Renewal Agency.

- 4.2.2. Water Main: Owner will design and construct an 18" waterline along Pleasant View Road from the terminus of the existing 12" main located at the Seltice Way and Pleasant View Road intersection to the northern edge of the Property.
- 4.2.3. Wastewater Force Main: Owner will design and construct a sewer force main along Pleasant View Road extending from the terminus of the City's existing collection system located at the Pleasant View Road and Seltice Way intersection to the northern edge of the Property. This force main will be sized to accommodate near term sewer flows generated by the Property, the approximate 300 acres within the city limits north of Prairie Avenue owned by Crystal Creek, LLC and the Post Falls School District, and the properties within the city limits fronting on Pleasant View Road and must also account for any downstream bottlenecks.
- 4.2.4. Transportation Projects: Owner will design and construct a traffic signal and roadway illumination at the Pleasant View Road and Grange Avenue intersection along with turn lanes on Pleasant View Road at Grange Avenue and full roadway improvements, as established by the City's adopted roadway design standards, on Grange Avenue from the intersection of Grange Avenue and Pleasant View Road easterly to the truck yard entrance (approximately 1000'). Owner agrees to dedicate additional rights of way for the construction of the traffic control device if the selected design requires additional rights of way for construction.
- 4.2.5. City Review of Designs and Permitting: The City will be provided an opportunity to review and provide direction on the proposed design for each Phase 1 project to be constructed by the Owner at the Preliminary Engineering Report, 60% design, and 95% design completion milestones. Owner will seek, from the City, and obtain all necessary permits and final plan approvals required for public work projects.
- 4.2.6. Grant of Construction Easements: Owner acknowledges that the water, wastewater, and transportation improvements that Owner is required to construct under Sections 4.2.1, 4.2.2, and 4.23 will ultimately be extended north and east in construction projects to be managed by the City or others. Owner agrees to grant to the City, at no additional cost any temporary construction easements or permanent utility easements that may be reasonably necessary to allow the City to extend the water and wastewater lines and to extend the transportation improvements to the north and east.

ARTICLE V. PUBLIC PROPERTY DEDICATIONS

- 5.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 5.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot-wide easement along Pleasant View Road for utilities, sidewalks, and storm drainage.

- 5.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Pleasant View Road for a total half-width right of way of 55 feet measured from the Section Line.
- 5.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot-wide easement along Grange Avenue for utilities, sidewalks, and storm drainage.
- 5.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Grange Avenue for a total half-width right of way of 40 feet measured from the Quarter Section Line.
- 5.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article VI. The sums specified in this Article VI are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. The City agrees to waive 50% of the otherwise applicable building permit and building permit review fees estimated at a waiver amount of \$81,769. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree

that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO

- 7.1. Clauses Required by the State of Idaho: The clauses contained in this Article are required by the State of Idaho. The inclusion of these clauses in this Agreement does not indicate the City's support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.
- 7.2. Contract with Abortion Providers: Owner certifies that it is not, and will not, for the duration of this funding provisions 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 VIII. MISCELLANEOUS

- 8.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 8.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, and such default or breach continues for ninety (90) days after Owner's receipt of written notice from the City reasonably detailing such default or breach, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 8.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 8.4. Time is of the Essence: Time is of the essence in this Agreement.
- 8.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

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

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

CITY OF POST FALLS

WIL-HUNT I, LLC

By:

Ronald G. Jacobson
Ronald G. Jacobson, Mayor
Keri Thoreson
City Council President

Attest:

Shannon Howard
Shannon Howard, City Clerk

By:

James Williams
James Williams, Manager

ACKNOWLEDGEMENTS

STATE OF IDAHO)

: ss

County of Kootenai)

On this 18 day of Jan, 2022, before me, a Notary for the State of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard known, or identified to me to be the Mayor and City Clerk, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same. City Council President

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



Rhannon O'Neill

Notary Public for the State of Idaho

Residing at: Post Falls

Commission Expires: 10.12.24

STATE OF IDAHO)

: ss

County of Kootenai)

On this 13th day of January, 202¹, before me, a Notary for the State of ~~Idaho~~ Washington, personally appeared **James Williams, Manager** of Wil-Hunt I, LLC, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wil-Hunt I, LLC.

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



Lori G. Gilbert
Notary Public for the State of ~~Idaho~~ WA
Residing at: Spokane WA
Commission Expires: 7-7-23

Exhibit A
(Legal Description of the Property)

That portion of the Northwest Quarter of Section 29, Township 51 North, Range 5 West Boise Meridian, Kootenai County, State of Idaho, lying Southwesterly of the Burlington Northern Santa Fe Railroad Right of way.

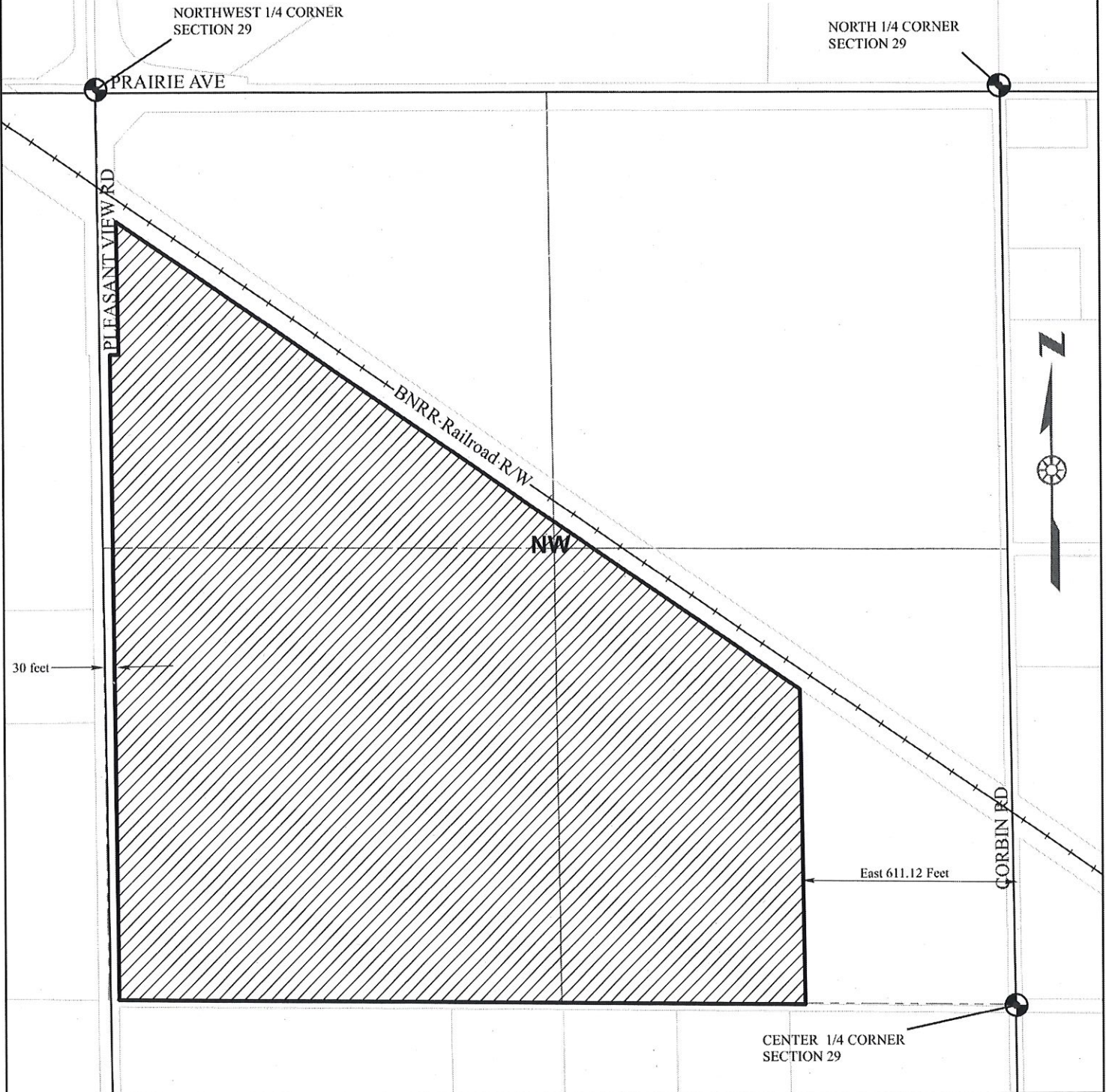
EXCEPT the West 30 feet thereof,

EXCEPT the East 611.12 feet thereof,

ALSO EXCEPTING therefrom that portion described in the deed to Post Falls Highway District recorded May 29, 2002 as Instrument No. 1735110, records of Kootenai County, Idaho.

Exhibit "A"
Legal Description & Depiction of Property
Tax Parcel Number 51N05W-29-3300

A parcel of land located in Northwest Quarter, Section 29, Township 51 North, Range 5 West, Boise Meridian, and being more particularly described as follows: Northwest 1/4 Lying Southerly of BNRR RW Except Road Rights of Way and Except the West 30 Feet and Except the East 611.12 Feet thereof



Development & Annexation Agreement
Exhibit "A" Legal & Depiction of Property

CITY OF
POST FALLS

0 100 200 400 600 800
1 inch = 400 feet

Nancy Thurwachter

From: Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@bpa.gov>
Sent: Friday, May 16, 2025 1:28 PM
To: Nancy Thurwachter
Cc: Raymond,Amanda R (BPA) - TERR-BELL-1; Farley,Alynette B (CONTR) - TERR-BELL-1
Subject: RE: Notice to Jurisdictions Pleasant View Development and Annexation Agreement Addendum #1 File No ANN-0006-2020

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 subject Annexation property on the East side of N Pleasant View Rd owned by Wil-Hunt I LLC does not touch BPA ROW.

No comment required.

Regards,

Alynette Farley
BONNEVILLE POWER ADMINISTRATION
DEPARTMENT OF ENERGY
CONTR (Actalent)
Right-of-Way Agent | Real Property Services | TERR
abfarley@bpa.gov | O: 509-468-3083 | C: 971-710-6926

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, May 16, 2025 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@bpa.gov>; Raymond,Amanda R (BPA) - TERR-BELL-1 <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; 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>; 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

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, May 19, 2025 12:15 PM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Pleasant View Development and Annexation Agreement Addendum #1 File No ANN-0006-2020
Attachments: Exhibit PH-11 NTJ_Pleasant View Addendum_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 issues with the attached.
(Response 12981)

Regards,

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: Friday, May 16, 2025 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; 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>; 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>;

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, May 20, 2025 3:24 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Pleasant View Development and Annexation Agreement Addendum #1 File No ANN-0006-2020

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.

Kind regards,
Jonie

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



From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, May 16, 2025 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; 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>; 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>

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Real Property Exchange - SW Corner of Mullan Ave. and Lincoln St.

ITEM AND RECOMMENDED ACTION:

This agenda item is a public hearing to allow the city council to receive public testimony about the proposed real property exchange. Staff requests that the city council consider any public comments that are received during the hearing and determine if it is in the public's interest to complete the proposed exchange.

DISCUSSION:

The Community Development Department is requesting the City Council to consider the request to exchange a city owned .20 acre property located at the southwest corner of Mullan Ave and Lincoln St., in exchange for a 20-foot easement centering on a waterline crossing the John C. Young Family, LLC property as depicted in the attached exhibit.

In accordance with Idaho Code 50-1402, after having declared the intent to exchange the property on the record at a public meeting, the City must hold a public hearing on the proposed exchange prior to moving forward with the exchange. After the public hearing, the Council should determine if it is in the city's best interest to exchange the strip of land along Mullan Ave for a waterline easement, over an existing waterline.

Information to Consider, if the exchange is to be approved:

- The .20 acre strip of property was originally dedicated to the City in July 1980 by John C. Young for the use and maintenance of a water line.
- No water line or other utilities were ever located within the .20 acre strip of property.
- The restrictive use effectively makes the land valueless to the City.
- In exchange for the strip of land, the John C. Young Family, LLC will provide an easement for the location and maintenance of an existing waterline across their property.
- The strip of land will be returned to the same family that originally conveyed the land to the City in 1980.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 6, 2025, City Council declared their intent to exchange real property.
July 25, 1980, quitclaim from John C. Young to the City of Post Falls

APPROVED OR DIRECTION GIVEN:

May 6, 2025, Council directed staff to publish notice of its intent to consider the exchange of real property and to schedule a public hearing at least 14 days later.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Potential increase in tax revenue with redevelopment of parcel and returning unused city land to taxable use.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.06.03 Land transfer Mullen Ave
2. 2025.3.25 Draft Easement
3. Young Water Easement Exhibit
4. 5_29_2025 Quitclaim City to Young Updated with Title Legal
5. 1980 Quit Claim



**Declaration of Intent to Exchange Real Property
&
Conveyance of Real Property**
SW Corner of Lincoln St and Mullen Ave

Bob Seale, AICP
Community Development Director
June 3, 2025

Overview: Declaration of Intent to Exchange Real Property

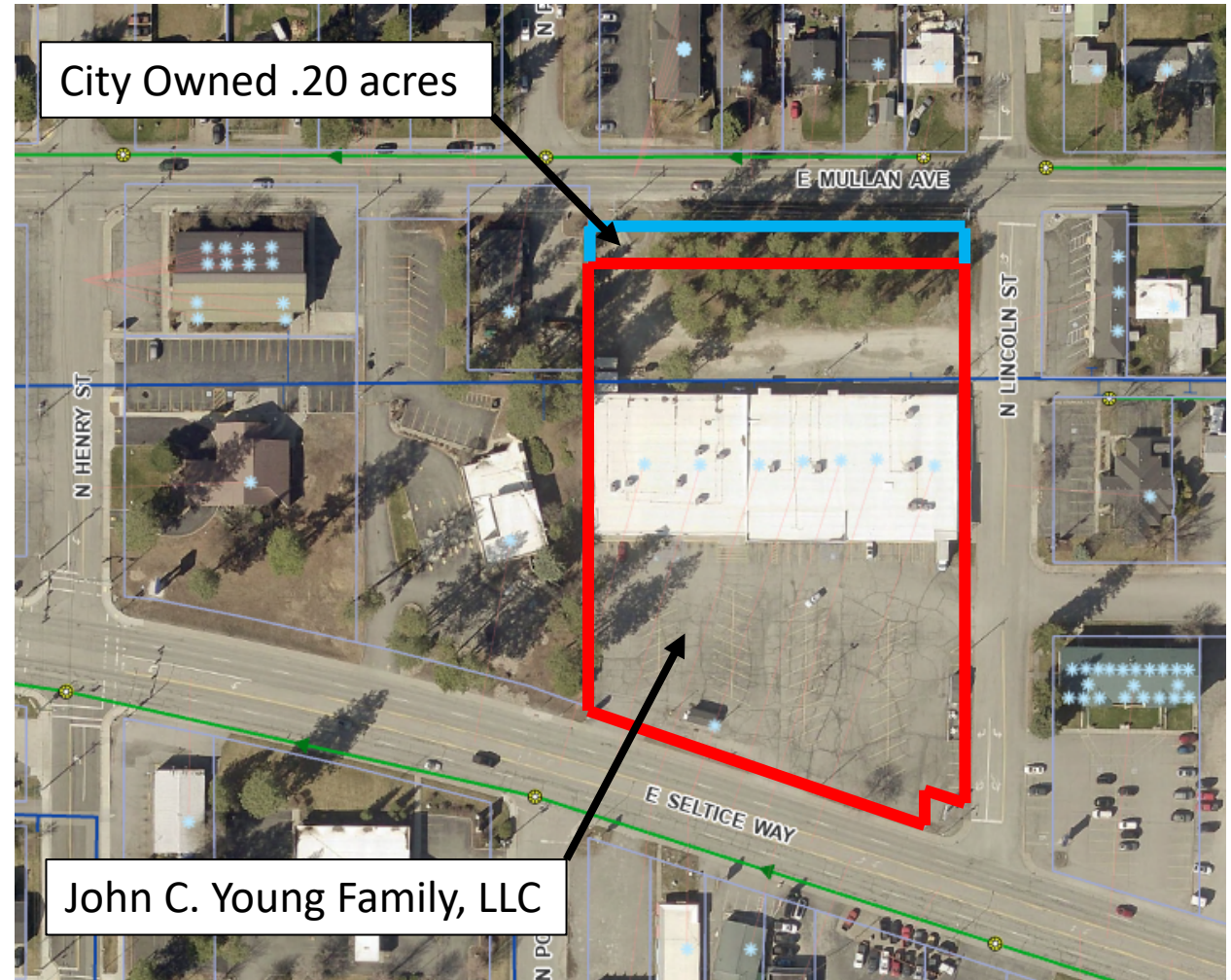
- **City will consider if the exchange is in the best interest of the city.**
- **Declare no value, due to encumbrances.**
- **Announce terms of exchange.**
 - **Easement in exchange for strip of land.**
- **Take public comment and make decision.**

Highlights of Presentation

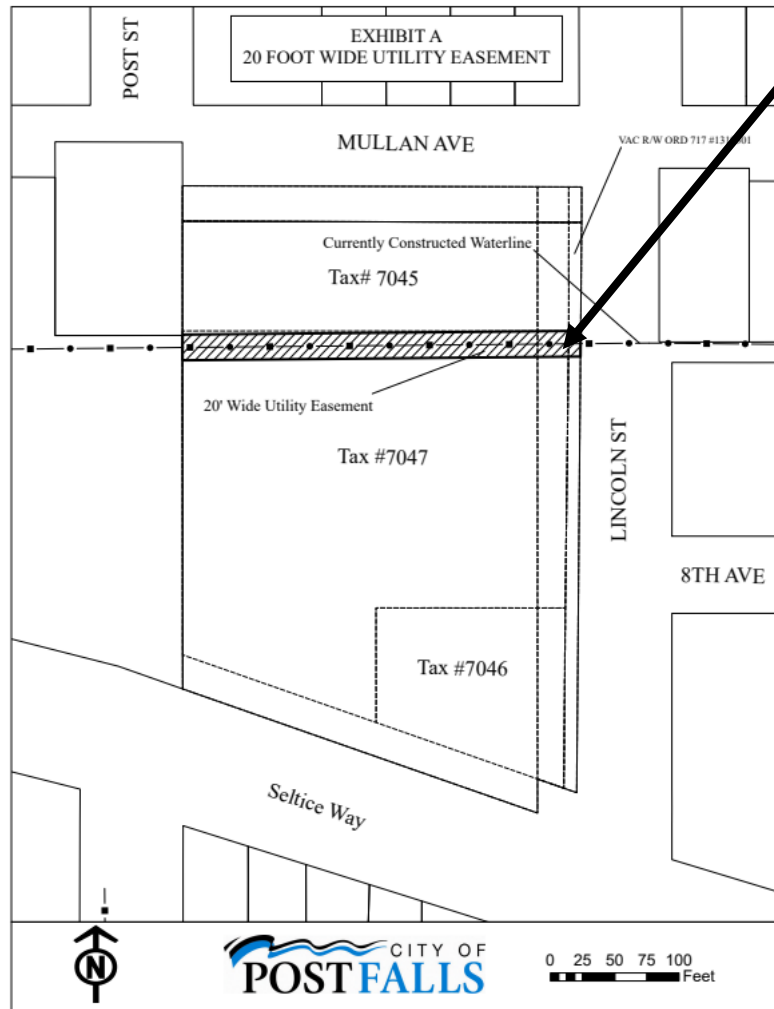
- City owns .20 acres of land along Mullan Ave
 - Encumbered: “for use and maintenance of a water line”
 - No water line located in the land
- Adjacent Landowner wishes to redevelop parcel
- City water line runs through private property
- Goal: Exchange unused city land for easement over existing city water line.

503 E Seltice Way

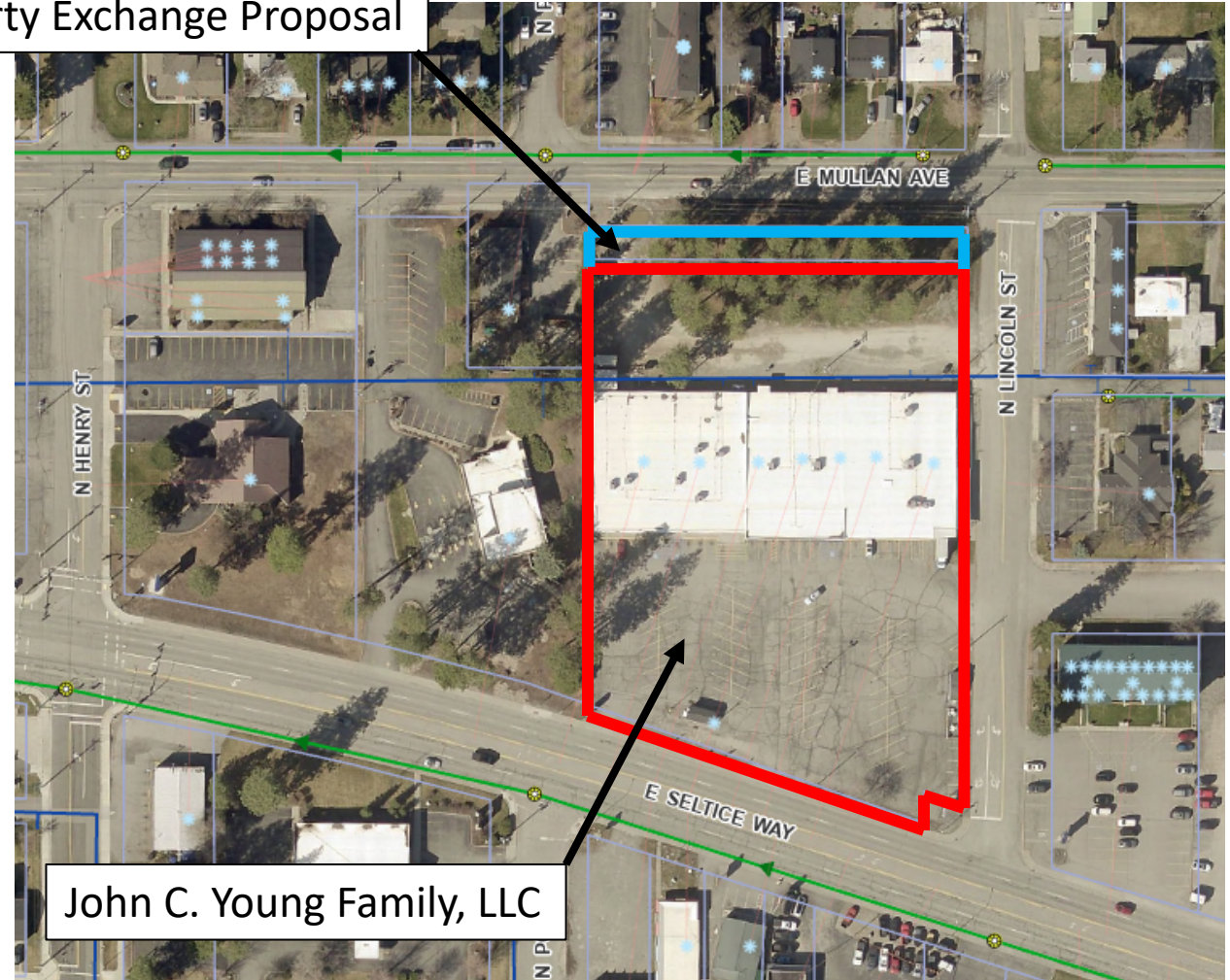
- Owner: John C. Young Family, LLC
- Current home to “My Favorite Things” and others
- Owners intend to redevelop entire parcel
- Rehab building and parking lot(s)
- New loading dock to rear



Intent to Exchange Real Property



Property Exchange Proposal



John C. Young Family, LLC

Why Transfer the Land?

- Land was dedicated to the City in 1980 by John C. Young
- Purpose: “for the use and maintenance of a water line”
- Water line never located in strip of land
- Releasing back to original grantor
- In city’s best interest to have easement where we need it
- Return property to taxable land
- It’s the right thing to do

BOOK 312 PAGE 578

QUITCLAIM DEED

Quitclaim Deed made ~~June~~ ^{July} 25, 1980, between JOHN C. YOUNG, an unmarried man, hereinafter referred to as "Dedicator", and the CITY OF POST FALLS, County of Kootenai, State of Idaho, hereinafter referred to as "Dedatee".

Dedicator, in consideration of One Dollar (\$1.00) and other valuable considerations, to him paid by Dedatee, does hereby dedicate, release, remise and quitclaim to Dedatee, to have and to hold for public use forever, for the use and maintenance of a water line, all that certain land described as follows:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the NE $\frac{1}{4}$ of Section 3, Township 50 North, Range 5 West B.M., Kootenai County, Idaho. Also identified as the North 27.5 feet of Parcel #7045 (PT 17-3200) Assessor Map, NE $\frac{1}{4}$, Section 3, Twp. 50 N., R. 5W.B.M.

Dedatee, by accepting this dedication, obligates itself to forever preserve and use the above described land for the purpose listed above, and no other.

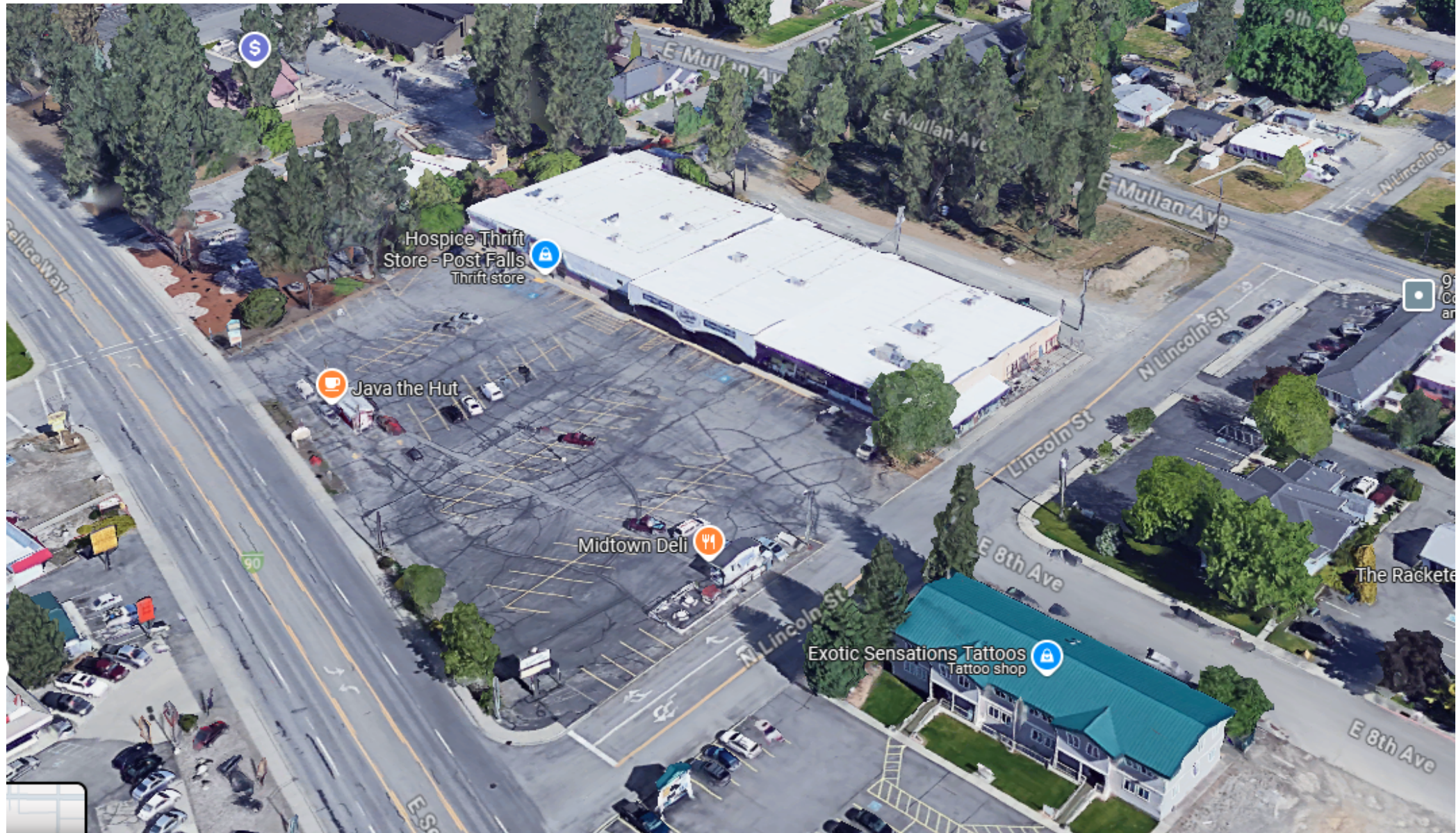
John C. Young (L.S.)
Dedicator

STATE OF IDAHO }
County of Kootenai } ss.

On this 25 day of ~~June~~ ^{July}, 1980, before the undersigned Notary Public, personally appeared JOHN C. YOUNG, an unmarried man, known to me to be the Dedicator named in the foregoing

WAS THIS PARCEL THE SAME IN 1980 AS IT IS NOW?

Questions?



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, **John C. Young Family, LLC**, a Washington limited liability company; herein after termed “Grantor”, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, a 20-foot easement for the construction, improvement, operation and maintenance of public waterlines over, under, upon and across the following described property the centerline of said easement being the existing water line as constructed:

Parcel 1:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 350 feet; thence

West parallel with the South line of the Right of Way of Mullan Avenue to a point on the West line of said Lot 2; thence

South, along the West line of Lot 2 to a point on the North line of the Right of Way of U.S. Highway No. 10; thence

Southeasterly, along the North line of the Right of Way of U.S. Highway No. 10 to the POINT OF BEGINNING.

EXCEPT

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 150 feet; thence

West, parallel with the South line of Mullan Avenue, 150 feet; thence

South parallel with the West line of Lincoln Avenue to a point on the North line of U.S. Highway No. 10; thence

Southeasterly along the North line of U.S. Highway No. 10 to the POINT OF BEGINNING.

TOGETHER WITH that portion of Seltice Way (fka State Highway 10) described in a Deed recorded February 20, 1986 as Instrument No. 1036133 in Book 342 of Deeds at Page 189, records of Kootenai County, Idaho, which attaches by operation of Law.

ALSO TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

Parcel 2:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls, thence

North, along the West line of Lincoln Avenue, a distance of 150 feet; thence

West, parallel with the South line of Mullan Avenue, 150 feet; thence

South, parallel with the West line of Lincoln Avenue to a point on the North line of U.S. Highway No. 10; thence

Southeasterly along the North line of U.S. Highway No. 10 to the POINT OF BEGINNING.

TOGETHER WITH that portion of Seltice Way (fka State Highway 10) described in a Deed recorded February 20, 1986 as Instrument No. 1036133 in Book 342 of Deeds at Page 189, records of Kootenai County, Idaho, which attaches by operation of Law.

ALSO TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

Parcel 3:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 350 feet to the TRUE POINT OF BEGINNING for this description; thence

Continuing North along the West line of Lincoln Avenue to the South line of the right-of-way of Mullan Avenue; thence

West, along the South line of the right-of-way of Mullan Avenue to the Northwest corner of said Lot 2; thence

South, along the West line of said Lot 2 to a point directly West of the TRUE POINT OF BEGINNING; thence

East, parallel with the South line of the right-of-way of Mullan Avenue to the TRUE POINT OF BEGINNING.

EXCEPT the North 27.5 feet thereof as deeded to the City of Post Falls by Quitclaim Deed recorded May 15, 1981 as Instrument No. 875298 in Book 312 of Deeds at Page 578, records of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

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

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

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

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR:

JOHN C. YOUNG FAMILY, LLC

By: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

On this ____ day of ____, 2025, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson** and **Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

Notary Public for the State of Idaho
Commission Expires:

STATE OF _____)
) ss
 County of _____)

This record was acknowledged before me on _____ by _____ as _____ of John C. Young Family, LLC.

Notary Public for the State of _____
Commission Expires: _____

EXHIBIT A
20 FOOT WIDE UTILITY EASEMENT

POST ST

MULLAN AVE

VAC R/W ORD 717 #1319301

Currently Constructed Waterline

Tax# 7045

20' Wide Utility Easement

Tax #7047

LINCOLN ST

8TH AVE

Tax #7046

Seltice Way



0 25 50 75 100
Feet

RECORDING REQUESTED BY:
CITY OF POST FALLS
408 N. Spokane Street
Post Falls, Idaho 83854
Tel: (208) 73-0215

QUITCLAIM DEED

THIS QUITCLAIM DEED, made by CITY OF POST FALLS, a municipal corporation ("Grantor") to JOHN C. YOUNG FAMILY, LLC, a Washington limited liability company ("Grantee") whose address is 1211 E. Columbia Avenue, Spokane, WA 99208-3538.

THEREFORE, for valuable consideration received, Grantor does hereby convey, release, remise and forever quitclaim to Grantee all of Grantor's right, title and interest in and to the Real Property in Kootenai County, Idaho described as:

That certain portion of real property conveyed to the City of Post Falls by Quitclaim Deed recorded May 15, 1981 as Instrument No. 875298 in Book 312 of Deeds at Page 578, records of Kootenai County, Idaho, described as follows:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the Northeast Quarter of Section 3, Township 50 North, Range 5 West, B.M., Kootenai County, Idaho. Also identified as the North 27.5 feet of Parcel #7045 (PT 17-3200) Assessor Map, Northeast Quarter of Section 3, Township 50 North, Range 5 West, B.M.

Together with that portion of the former Lincoln Avenue right-of-way, vacated by City of Post Falls Ordinance No. 717 recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attached by operation of law.

Said parcel also being known as the North 27.5 feet of the following described real property:

That part of Lots 2 and 3, Block 1, of The Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 350 feet to the TRUE POINT OF BEGINNING for this description; thence

Continuing North along the West line of Lincoln Avenue to the South line of the right-of-way of Mullan Avenue; thence

West, along the South line of the right-of-way of Mullan Avenue to the Northwest corner of said Lot 2; thence

South, along the West line of said Lot 2 to a point directly West of the TRUE POINT OF BEGINNING; thence

East, parallel with the South line of the right-of-way of Mullan Avenue to the TRUE POINT OF BEGINNING.

Together with that portion of the former Lincoln Avenue right-of-way, vacated by City of Post Falls Ordinance No. 717 recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attached by operation of law.

Including after-acquired title, if any, to have and to hold all and singular the premises, together with all appurtenances, to transferee and to transferee's heirs and assigns forever.

EXECUTED this _____ day of April 2025.

CITY OF POST FALLS

By: Ronald G. Jacobson
Its: Mayor

Attest:

By: Shannon Howard
Its: City Clerk

STATE OF IDAHO)
 : ss
COUNTY OF _____)

This record was acknowledged before me on this ____ day of April 2025, by Ronald G. Jacobson and Shannon Howard as Mayor and City Clerk, respectively of the City of Post Falls.

NOTARY PUBLIC
My Commission Expires: _____

QUITCLAIM DEED

Quitclaim Deed made ~~June~~^{July} 25, 1980, between JOHN C. YOUNG, an unmarried man, hereinafter referred to as "Dedicator", and the CITY OF POST FALLS, County of Kootenai, State of Idaho, hereinafter referred to as "Dedicatee".

Dedicator, in consideration of One Dollar (\$1.00) and other valuable considerations, to him paid by Dedicatee, does hereby dedicate, release, remise and quitclaim to Dedicatee, to have and to hold for public use forever, for the use and maintenance of a water line, all that certain land described as follows:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the NE $\frac{1}{4}$ of Section 3, Township 50 North, Range 5 West B.M., Kootenai County, Idaho. Also identified as the North 27.5 feet of Parcel #7045 (PT 17-3200) Assessor Map, NE $\frac{1}{4}$, Section 3, Twp. 50 N., R. 5W.B.M.

Dedicatee, by accepting this dedication, obligates itself to forever preserve and use the ab ^{WAS THIS PARCEL THE SAME IN 1980 AS IT IS NOW?} for the purpose listed above, and no other.


Dedicator

(L.S.)

STATE OF IDAHO)
County of Kootenai) ss.

On this 25 day of ~~June~~^{July}, 1980, before the undersigned Notary Public, personally appeared JOHN C. YOUNG, an unmarried man, known to me to be the Dedicator named in the foregoing

instrument, and acknowledged to me that he executed the same.



Lee H. Dean

Notary Public for Idaho
Residing at: *Post Falls*

Filed and recorded at the request of *Lee Dean*
at *3:25* o'clock _____ M., this _____ day of *MAY 15 1981*

By: *Dorothy Kaestner*
Deputy

Fee \$ *4.00*

Carol Deitz
Ex-Officio Auditor-Recorder
Kootenai County, Idaho

Return to

City of Post Falls

Box 789

Post Falls Ida. 83854

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Resolution - Fiscal Year 2025 Fee Resolution Update

ITEM AND RECOMMENDED ACTION:

Staff requests city council approval of the attached resolution, which updates the city's fiscal year 2025 fee resolution.

DISCUSSION:

The city council held a hearing on May 6th, 2025 to receive public testimony regarding increases to certain fees for the Police Department, Water Reclamation Division, and the Parks and Recreation Department as outlined during the hearing. Following the hearing the city council approved the fee increases and directed staff to prepare a resolution to formally adopt the increases.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Staff presented the changes and updates to the fees at the public hearing on May 6th, 2025.

APPROVED OR DIRECTION GIVEN:

Approved as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Fee Resolution FY 2025_Final
2. FY 2025 fee resolution update

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Administrative Fees	1
Utility Fees	2
Cemetery Fees	3
Recreation Fees	4
Parks Fees	5
Community Development Fees	6
Public Safety Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning June 3rd, 2025 unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Admin

ADMINISTRATIVE FEES

Business Licenses & Regulations

Alcoholic Beverage Licenses

Beer (off premises)	\$50.00	Annually
Beer (on premises)	\$200.00	Annually
Wine (off premises)	\$200.00	Annually
Wine (on premises)	\$200.00	Annually
Liquor/Wine (on premises)	\$562.50	Annually
Liquor/Wine (club)	\$281.25	Annually
Liquor/Wine (golf course)	\$300.00	Annually
Catering Permit	\$20.00	Daily
Door to Door Solicitation (180 days only)	\$25.00	Annually
Merchant Security Police	\$25.00	Annually
Business Licenses	\$100.00	New annual license
	\$50.00	Annual license renewal

Media Department

Use of audio/visual equipment, including
but not limited to presentation equipment in \$35.00/hr.
the Council Chambers

Maximum Daily Fee	\$150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$100.00
Council Ante Room	\$50.00
Council Chambers	\$200.00
Plaza- Full Day	\$250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$50.00

Deposit

Rotunda	\$50.00
Council Ante Room	\$25.00
Council Chambers	\$75.00
Plaza	\$150.00

Miscellaneous

City Street Renaming	\$250.00
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Utilities

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

Commercial/Industrial Capitalization Fee - A minimum of \$7,675.00 plus an additional \$7,675 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to seventy dollars and eighteen cents (\$70.18) per month, and \$14.08 per 1,000 gallons of water used over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35-gallon cart residential users shall be \$10.43 per month, with such a service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such a rate for existing 35-gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96-gallon cart residential users shall be \$13.96 per month, with such a service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. The base rate for one-can(now known as 35-gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time, garbage rates are changed in the future. New residential customers shall be charged the based residential rate of \$13.96 per month with a 96-gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and ninety-three (\$2.93) per can equivalent, per pickup;
- E. See spreadsheet below
- F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for the availability of reclaimed water services and allow a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City's reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$23.93 for each month, or part of thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection, but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial users shall likewise pay a base monthly reclaimed water charge of \$23.93 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.
- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$3,320.00
1" (Commercial)	\$5,534.00
1 1/2"	\$11,068.00
2"	\$17,709.00
3"	\$35,418.00
4"	\$55,340.00
6"	\$110,680.00
8"	\$160,350.00

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>	<u>Monthly Fee</u>
1" or less	\$13.21
1.5"	\$22.10
2"	\$32.84
3"	\$58.00
4"	\$93.70
6"	\$183.20
8"	\$317.12

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$1.47
50,000 gallons +	\$2.09

Each 1,000 gallon unit or any portion thereof for all other accounts:
0 + gallons \$1.47

SOLID WASTE:

E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$23.58	\$36.44				
300 Gallon Cart	\$40.69	\$89.91	\$134.89			
400 Gallon Cart	\$57.81	\$115.60	\$173.41			
FL Dumpster - 1 YD	\$35.22	\$70.66	\$100.64	\$130.59	\$160.56	
FL Dumpster - 1.5 YD	\$49.25	\$94.22	\$137.01	\$179.82	\$222.64	
FL Dumpster - 2 YD	\$61.05	\$116.67	\$171.28	\$224.79	\$278.29	\$320.05
FL Dumpster - 3 YD	\$89.91	\$171.28	\$252.60	\$325.41	\$413.13	
FL Dumpster - 4 YD	\$109.18	\$207.29	\$308.27	\$402.46	\$496.67	\$602.49
FL Dumpster - 6 YD	\$147.73	\$278.29	\$404.49	\$533.01	\$661.45	\$821.68
FL Dumpster - 6 YD ADA	\$164.06	\$329.12	\$478.49	\$630.41	\$782.31	
FL Dumpster - 8 YD	\$192.69	\$361.80	\$528.77	\$695.74	\$860.55	\$1,190.21
FL Dumpster - 8 YD ADA	\$193.30	\$307.58	\$447.19	\$589.16	\$955.60	
RL Dumpster - 1 YD	\$39.94	\$70.66	\$100.64	\$128.45	\$156.25	
RL Dumpster - 1.5 YD	\$56.75	\$98.48	\$143.46	\$169.12	\$207.65	
RL Dumpster - 2 YD	\$63.17	\$116.70	\$171.28	\$224.79	\$278.29	
RL Dumpster - 3 YD	\$92.04	\$171.28	\$252.60	\$325.41	\$413.13	
RL Dumpster - 4 YD	\$111.31	\$209.80	\$306.12	\$402.46	\$500.93	
RL Dumpster - 6 YD	\$190.54	\$333.95	\$475.22	\$614.40	\$753.53	
RL Dumpster - 8 YD	\$237.63	\$432.43	\$627.24	\$822.01	\$1,016.83	
Compactor - 4 YD	\$321.11	\$642.22	\$909.81			
Compactor - 5 YD	\$396.03	\$792.06	\$1,188.07			
Compactor - 6 YD	\$428.17	\$856.29	\$1,284.38			
Compactor - 10 YD	\$642.22	\$1,284.37	\$1,926.60			
Compactor - 15 YD	\$224.79					
Compactor - 20 YD	\$299.83					
Compactor - 30 YD	\$428.17					
Compactor - 40 YD	\$927.36					
Construction Only - 8 YD	\$237.63	\$432.43	\$627.24	\$822.01	\$1,016.83	
Construction Only - 10 YD	\$282.58	\$524.46	\$768.51	\$1,008.28	\$1,252.31	

Additional commercial sanitation will be charged at:

\$12.86 each additional pick up on a 96 gallon cart

\$20.38 each additional yard

Roll Off Boxes:

Special Hauls:

20 YD delivery	\$94.22	4 YD compactor	\$117.77
20 YD dump	\$224.79	5 YD compactor	\$139.17
30 YD delivery	\$94.22	6 YD compactor	\$154.14
30 YD dump	\$224.79	10 YD compactor	\$181.98
Roll off return trip	\$68.55		
Roll off round trip	\$42.82		
Roll off turn around	\$21.45		

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$12.86	4 YD	\$47.12
300 Gallon	\$21.45	6 YD FL	\$64.25
400 Gallon	\$28.95	6 YD RL	\$77.64
1 YD	\$12.86	8 YD FL	\$83.55
1.5 YD	\$25.70	8 YD RL	\$94.30
2 YD	\$27.86	10 YD RL	\$107.03
3 YD	\$34.26		

Bin Placement or Removal:

96 Gallon	\$10.75
300 Gallon	\$53.54
400 Gallon	\$53.54
1 - 8 YD FL	\$53.54
1 - 10 YD RL	\$53.54

Daily Rent:

96 Gallon	\$0.58	1 - 4 YD RL	\$2.40
300 Gallon	\$2.40	6 - 8 YD FL & RL	\$4.85
400 Gallon	\$2.40	10 YD RL	\$5.40
1 - 4 YD FL	\$2.40	20 & 30 YD Roll Off	\$6.36

Other Service Rates:

Delivery/Removal of Permanent Svc Container	\$53.54
Make Container Lockable	\$70.94
Special Haul Return Fee	\$53.54
Gate Fee (each time)	\$10.69
Driver Assistance Residential (each time)	\$6.47
Driver Assistance Commercial (each time)	\$6.47
Man and Truck 1 hour minimum (hour)	\$139.17
Commercial Recycling Bin (month)	\$12.86
Fighting Creek Trip Charge (each time)	\$203.38
Return Trip Residential (each time)	\$10.75
Return Trip Container (each time)	\$53.54
Additional Cart Service	\$10.74
96 Gallon Cart Exchange (each time)	\$12.86
Return Trip Recycling (each time)	\$10.69
Recycling Bin Removal (each time)	\$10.69
Pack-out Service (special consideration for disabled and elderly) - (month)	\$8.59

Saturday Pickup (each time)	\$21.45
Container Wash (each time)	\$70.94

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence (City of Post Falls)	\$50.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist.).	\$50.00
Delinquent Hang Tag Fee - Per Occurrence, Per Dwelling Unit	\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee
Dye Test	\$95.00
Meter Fee	Cost of Meter
Dig-in-fee	Cost of Labor and Equipment

Cemetery

CEMETERY FEES

Burial Lot

Roadside	\$1,800.00
Middle	\$1,600.00
Inner	\$1,400.00
Cremation Lot	\$1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$1,350.00
Niche - Middle	\$1,300.00
Niche - Bottom	\$1,250.00

Niches Blocks 100 -155

Row A (top)	\$1,800.00
Row B	\$1,700.00
Row C	\$1,600.00
Row D	\$1,500.00
Row E	\$1,400.00
Row F (bottom)	\$1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$600.00
Double depth - 1st	Weekdays	\$750.00*
Double depth - 2nd	Weekdays	\$600.00

Single depth/Top double	Saturday (No Sunday)	\$800.00
Double depth - 1st	Saturday (No Sunday)	\$1,050.00*

Additional to above pricing:

After 3 PM	\$250.00
Winter Surcharge	\$75.00
Holiday Weekend/Saturday	\$450.00

* plus rental cost of shoring.

Opening and Closing - Niche

Weekdays	\$400.00
Saturday (No Sunday)	\$650.00

Additional to above pricing:

After 3 PM	\$250.00
Holiday Weekend/Saturday	\$450.00

Miscellaneous

Headstone Locations	\$125.00
Setting Military Markers	\$125.00
Setting Markers*	
Moving Markers/Headstones*	
Oversize Headstones*	
Liners	2.5 X Cost
Deed Transfer	\$75.00
Engraving	2.5 X Cost
Sell Lot Back to City	\$75.00
Temporary Markers	2.5 X Cost
Markers	2.5 X Cost
Ancillary Items	2.5 X Cost
Memorial Tree	\$2,500.00
*Based upon scope of job	

Recreation

Centennial Trail User Fee:

Requests for special events to use the Centennial Trail will be charged a \$1.00 per-user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a refundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be the amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs(staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments:

Fees will be set to cover the use of the City facilities. The minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and the fees being charged. Fees for field preparation might be charged, as necessary.

Miscellaneous Recreation Fees:

A \$75.00 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports programs will be assessed an additional \$15.00.

Special Event application fee is \$75.00. Fees are set to cover staff time in review of commercial and fund-raising event requests.

Block Trailer is \$50.00 plus a \$250.00 refundable damage deposit.

RECREATION FEES

Recreation Activities Fees:

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

		<u>Resident</u>	<u>Non-Resident</u>
Adult Flag Football Tournament		\$150.00	\$150.00
Adult Flag Football	Team	\$551.00	\$592.00
extra player		\$30.00	\$30.00
Adult Volleyball Leagues	Team	\$220.00	\$240.00
extra player		\$30.00	\$30.00
Archery		\$66.00	\$66.00
Art in the Park		\$34.00	\$34.00
Arts Enrichment		\$40.00	\$40.00
Basketball, Open Gym		\$5.00	\$5.00
Camp No School Days - per day.		\$55.00	\$55.00
Camping 101		\$55.00	\$55.00
Cross Country Skiing		\$36.00	\$36.00
	Add gear rental	Cost	Cost
Parent Child Program		\$40.00	\$40.00
extra child		\$8.00	\$8.00
Day Camp (K - 8th Grade) - per week.		\$250.00	\$250.00
Dodgeball Tournament	Team	\$150.00	\$150.00
E-Sports Tournaments		\$50.00	\$50.00
Flag Football Camp - per week.		\$145.00	\$145.00
Golf Lessons		\$110.00	\$110.00
Guitar, Intro.		\$50.00	\$50.00
Gym, Parent Tot		\$45.00	\$50.00
Gymnastics		\$65.00	\$65.00
Hockey Lessons		\$70.00	\$70.00
Ice Skating Lessons		\$110.00	\$110.00
Intro. To Bowling		\$39.00	\$39.00
JACC Classes		\$250.00	\$250.00
Kickball League		\$200.00	\$250.00
Kickball Tournament	Team	\$150.00	\$150.00
Ladies Day Out		\$70.00	\$80.00
Landscaping Class/Gardening		\$22.00	\$22.00
Lifeguard Classes		\$210.00	\$210.00
Martial Arts Classes		\$50.00	\$50.00
Men's Basketball League	Team	\$427.00	\$459.00
extra player		\$26.00	\$26.00
Murder Mystery Party		\$70.00	\$70.00
Photography Classes		\$30.00	\$30.00
Pickleball Lessons		\$50.00	\$50.00
Pickleball Tournament		\$75.00	\$75.00
Pre K - Kind. Instructional Basketball		\$45.00	\$53.00
Preschool - Discovery Art		\$45.00	\$45.00
Preschool Holiday Art		\$20.00	\$20.00
Preschool Workshops		\$20.00	\$20.00

River City Basketball Tournament	Team	\$300.00	\$315.00
Rock Climbing: indoor - 1 session adult		\$60.00	\$60.00
Rock Climbing: indoor - 1 session youth		\$50.00	\$50.00
Rock Climbing: indoor - 3 session youth		\$130.00	\$130.00
Rock Climbing:outdoor	Plus equipment	\$155.00	\$155.00
Running shoes & Microbrews - 5K		\$40.00	\$50.00
Safe Sitter		\$90.00	\$90.00
SkyHawk Camp		\$200.00	\$200.00
Smart Start Flag Football		\$59.00	\$65.00
Snow Tubing Trip		\$45.00	\$50.00
Snowshoe Classes		\$36.00	\$36.00
Spokane Chiefs Tickets		\$25.00	\$30.00
Sponsorships	Negotiated		Negotiated
Spring Day Kamp - per week.		\$225.00	\$225.00
Summer Dance Camp - per week.		\$60.00	\$60.00
Tennis Camp - per week.		\$120.00	\$120.00
Tennis, Individual		\$50.00	\$60.00
Theater Arts		\$60.00	\$65.00
Triathlon - Adult	Individual	\$85.00	\$85.00
	Team	\$165.00	\$165.00
	Late Fee	\$15.00	\$15.00
Volleyball and Football Clinics		\$45.00	\$55.00
Volleyball Tournament		\$150.00	\$150.00
Volleyball, Open Gym		\$5.00	\$5.00
White Water Rafting Trips	Cost + 50%		Cost + 50%
Winter Day Kamp		\$225.00	\$225.00
Yoga Class		\$39.00	\$39.00
Youth Baseball		\$45.00	\$53.00
	Late Fee	\$8.00	\$8.00
Youth Baseball - Smart Hitters		\$53.00	\$66.00
	Late Fee	\$8.00	\$8.00
Youth Basketball		\$45.00	\$53.00
	Late Fee	\$8.00	\$8.00
Youth Basketball Camp - per week.		\$92.00	\$92.00
Youth Competitive Basketball	Team	\$485.00	\$500.00
extra player		\$46.00	\$46.00
Youth Dance		\$105.00	\$105.00
Youth Flag Football		\$56.00	\$60.00
	Late Fee	\$8.00	\$8.00
Youth Golf Camp - per week.		\$120.00	\$135.00
Youth Soccer		\$45.00	\$53.00
	Late Fee	\$8.00	\$8.00
Youth Soccer Camp - per week.		\$145.00	\$145.00
Youth Sponsorship		\$275.00	\$275.00
Youth Volleyball		\$55.00	\$59.00
	Late Fee	\$8.00	\$8.00
Youth Volleyball - Competitive	Team	\$188.00	\$214.00
extra player		\$29.00	\$29.00
Youth Volleyball - Open Gym		\$5.00	\$5.00
Youth Volleyball Camp - per week.		\$120.00	\$120.00

Festival/Special Event Fees:

10 X 10 Food Booth	\$335.00
10x15 Food Booth	\$460.00
10x20 Food Booth	\$620.00
10 X 10 Craft Booth	\$175.00
10x20 Craft Booth	\$345.00
10x10 Prepackaged Food Booth	\$280.00
Electricity Fees	\$65.00 per plug / 220 volt outlet @ \$225
Camping Fees	\$150.00
One Day Craft Booth	\$75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Other Booth	\$75.00

Parks

PARK FEES

Picnic Shelter Fees:

Grand Pavilion/Tullamore Amphitheater/West Lawn Area:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend/Holiday	Weekday	Weekend/Holiday
Family	\$125.00	\$250.00	\$175.00	\$350.00
Non Profit	\$150.00	\$300.00	\$200.00	\$400.00
Business	\$175.00	\$350.00	\$225.00	\$450.00

Grand Pavilion Heat \$25 per hour and Lights \$25/hour

Picnic Shelter/Higgins/Tullamore South Pavilion/Black Bay:

	Weekday	Weekend/Holiday	Weekday	Weekend/Holiday
Family	\$100.00	\$175.00	\$150.00	\$225.00
Non Profit	\$125.00	\$200.00	\$175.00	\$250.00
Business	\$150.00	\$225.00	\$200.00	\$275.00

Black Bay Park Gas BBQ \$50.00

Gazebo/Corbin Park/Falls Park/Syringa/Tullamore North.Beck/Woodbridge

	Weekday	Weekend/Holiday	Weekday	Weekend/Holiday
Family	\$50.00	\$125.00	\$100.00	\$175.00
Non Profit	\$75.00	\$150.00	\$125.00	\$200.00
Business	\$100.00	\$175.00	\$150.00	\$225.00

General Picnic Shelters:

	Weekday	Weekend/Holiday	Weekday	Weekend/Holiday
Family	\$25.00	\$50.00	\$35.00	\$60.00
Non Profit	\$30.00	\$55.00	\$40.00	\$65.00
Business	\$35.00	\$60.00	\$45.00	\$70.00

Trailhead Shelter

	Weekday *	Weekend/Holiday **
	(Mon-Thur)	(Fri/Sat/Sun)
Regular:	\$100.00/hr.	\$195.00/hr.
Holiday:	\$275.00/hr.	\$295.00/hr.

* Minimum of 2 hours.

** Minimum of 4 hours.

Special Room Configuration & Setup \$75.00 minimum TBD by Department

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$6.00	Cars	\$10.00
RV	\$15.00	RV	\$30.00
Boat Launch	\$15.00	Boat Launch	\$30.00
Buses *	\$50.00	Buses *	\$50.00

* Buses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

Season Pass **

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$20.00	Cars	\$50.00
Bus	\$150.00		\$150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field- 2 Hour Minimum	\$20.00/hr.
Pre-game prep of baseball fields	\$50.00/day
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supplyequipment for City use.

Miscellaneous Items:

Corbin Disk Golf Course	Weekday \$250.00	Weekend \$500.00
Gym Rental		\$20.00/hr.
Community Garden		
4 X 8 Plot		\$30.00
20 X 20 Plot		\$80.00
Deposit		\$40.00

Parks Donation	\$5,500.00
Bench	
Transitory	
Concessionair Fee	\$25/Day + 15% of sales over \$500
Education and Fitness Activity	
User Fee (i.e. Rock Climbing	
Guide Service Activity or Yoga in the Park	\$2.00/participant in addition to any associated Shelter/Field Fee

Community Development

COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement)
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit to be paid at plan submittal.
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home	
Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate)

Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.
TOTAL VALUATION	PERMIT FEE WORKSHEET
\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$5,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$10,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$10,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$10,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$10,000
MECHANICAL PERMIT FEES	
Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00

Heat pump, A/C 0-3 tons, Boiler/Refrig/RTU 1-100MBTU	\$16.00
Heat pump, A/C 3+-15 tons, Boiler/Refrig/RTU 101-500MBTU	\$30.00
Heat pump, A/C 15+-30 tons, Boiler/Refrig/RTU 501-1,000MBTU	\$40.00
Heat pump, A/C 30+-50 tons, Boiler/Refrig/RTU 1,001-1,750MBTU	\$60.00
Heat pump, A/C over 50 tons, Boiler/Refrig/RTU over 1,750MBTU	\$100.00
Air handlers, Fan coil units under 10,000 CFM	\$15.00
Air handlers, Fan coil units over 10,000 CFM	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$1.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour* *Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards
Other inspections and Fees:	
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour)	\$100.00 per hour ² 1. The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project. 2. Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000.00
Subdivision Amendment	\$500.00
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs. (Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 per site (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$17,815.00
Master Sign Permit	\$300.00
Acceptance of Private Road Application	\$2,000.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ELECTRICAL**Residential**

Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof

New Multi-Family Dwelling (contractors only):

Duplex	\$260.00
Three or more multi-family units	\$130 per building plus \$65 per unit.

Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
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Spas and Hot Tubs	\$65.00 for each
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Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the electrical inspection)
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Miscellaneous

Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit fee)

Commercial/Industrial

Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	$(\text{Total cost of system} \times 0.02) + \60
\$10,001 to \$100,000:	$((\text{Total cost of system} - 10,000) \times 0.01) + \260
\$100,001 and over:	$((\text{Total cost of system} - 100,000) \times 0.005) + \$1,160$

Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee
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PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fixture	\$8.00 + \$35.00 processing fee on all permits.

Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow device.	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.
Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multi-modal	Fire	EMS	Total
Residential	Per Housing Unit						
Multi-Family	\$4,907	\$959	\$1,836	\$1,056	\$1,273	\$139	\$10,170
Single-Family	\$6,591	\$1,289	\$3,247	\$1,419	\$1,273	\$139	\$13,958
Non-Residential							
Commercial /Shopping Center	N/A	\$1.27	\$6.49	\$1.40	\$0.63	\$0.09	\$9.88
Office	N/A	\$0.51	\$2.54	\$0.55	\$0.63	\$0.09	\$4.32
Light Industrial	N/A	\$0.26	\$1.29	\$0.29	\$0.63	\$0.09	\$2.56
Manufacturing	N/A	\$0.21	\$1.03	\$0.23	\$0.63	\$0.09	\$2.19
Warehousing	N/A	\$0.10	\$0.46	\$0.11	\$0.63	\$0.09	\$1.39
Mini-Warehouse	N/A	\$0.09	\$0.40	\$0.10	\$0.63	\$0.09	\$1.31
Elementary School	N/A	\$0.66	\$3.36	\$0.72	\$0.63	\$0.09	\$5.46
Middle School/Junior High	N/A	\$0.68	\$3.47	\$0.76	\$0.63	\$0.09	\$5.63
High School	N/A	\$0.48	\$2.42	\$0.54	\$0.63	\$0.09	\$4.16

City Fees

Day Care	N/A	\$1.61	\$8.19	\$1.75	\$0.63	\$0.09	\$12.27
Church	N/A	\$0.36	\$1.81	\$0.40	\$0.63	\$0.09	\$3.29
Assisted Living	N/A	\$0.22	\$1.09	\$0.24	\$0.63	\$0.09	\$2.27
Nursing Home	N/A	\$0.34	\$1.73	\$0.37	\$0.63	\$0.09	\$3.16
Recreational Community Center	N/A	\$1.48	\$7.51	\$1.62	\$0.63	\$0.09	\$11.33
Hotel (per room)	N/A	\$425.65	\$2,176.85	\$466.07	N/A	N/A	\$3,068.57
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	\$0.63	\$0.09	\$0.72

Public Safety

PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$25.00
Second Offense	\$50.00
Third Offense	\$100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$5.00
Vehicle Storage	\$25.00/Day
Parking Fine	\$40.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$100.00
Salvage Permit Fee - 6 months	\$ 500.00*
*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit	

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$50.00
Use of Audio/Visual Equipment	\$15.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$35.00

Title 5 Fees

Sexually Oriented Business	\$300.00 Annually
Bathhouses & Massage Parlors	\$300.00 Annually

LIDs

LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

Records

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good-faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in the provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges.

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such a requirement by signature on a request form or similar document.

RECORDS & COPY FEES

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
Thumb Drive	\$15.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight
Examination for redaction of confidential information	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight. Legal services concerning redaction examination will be charged at the hourly wage plus benefited amount, of the least paid attorney who is qualified to process the request.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator, Field Herrington, City Attorney

SUBJECT: Resolution of Intent to establish a C-PACE program.

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution expressing the City's intent to establish a C-PACE Program according to Idaho Code § 67-3806, and to set a public hearing for June 17, 2025, at 6:00 p.m.

DISCUSSION:

This item presents the next step in implementing a C-PACE Program in Post Falls. Following previous presentations and Council direction, adoption of this Resolution of Intent is required by Idaho Code to initiate the formal process. A brief staff presentation will accompany this item.

BACKGROUND:

The Commercial Property Assessed Capital Expenditure (C-PACE) Program enables local governments to facilitate private financing for energy efficiency, water conservation, renewable energy, and resiliency improvements on commercial properties. The loan is repaid through a voluntary special assessment on the property. The City's role is administrative only, with no financial liability.

The Idaho Legislature authorized the creation of local C-PACE Programs with the passage of HB 624 in 2024 (codified in Chapter 38, Title 67, Idaho Code). Post Falls is pursuing this program to promote economic development, sustainability, and energy efficiency with minimal city resources.

The C-PACE concept was first introduced to the City Council during a presentation at the March 18, 2025, meeting, where staff provided an overview of the program's legal framework, potential benefits, and preliminary implementation structure. Following this presentation, the Council requested additional information and clarification on several legal and operational aspects of the program.

A follow-up presentation was delivered at the May 6, 2025, Council meeting. This presentation included answers to questions posed during the March meeting, including:

- Whether program boundaries could differ from city limits
- Whether residential or specific business types could be excluded;
- Who verifies qualifying improvements;
- And what administrative time commitments would be required from city staff.

Council members were also briefed on the following procedural steps per Idaho Code, including the requirement to adopt a Resolution of Intent, hold a public hearing, and adopt a final resolution to establish the program. After reviewing the responses and program structure, the Council directed staff to proceed with implementation.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 18, 2025 – Introduction of program concept

May 6, 2025 – Council reviewed staff responses

APPROVED OR DIRECTION GIVEN:

Council directed staff to proceed with implementing the C-PACE Program on May 6, 2025.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Minimal fiscal impact. The City receives a \$500 application fee and up to 1% of the financing amount (capped at \$50,000) per project as a servicing fee.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Resolution - Intent to C-PACE
2. NOTICE OF PUBLIC HEARING

RESOLUTION NO. 25-[Category]

A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE § 67-3806(1)(a), EXPRESSING THE INTENT TO ESTABLISH A COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM IN DESIGNATED AREAS OF THE CITY OF POST FALLS.

WHEREAS, the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code (the “Act”), authorizes local governments in the State of Idaho to establish a Commercial Property Assessed Capital Expenditure (C-PACE) Program to assist in financing the costs of specific qualified improvements; and

WHEREAS, the C-PACE Program is designed to encourage and facilitate financing for Qualified Improvements aimed at certain property owners in the commercial, industrial, agricultural, or multifamily housing sectors. These improvements may encompass a variety of initiatives, including the implementation of efficiency technologies, products, or activities that aim to reduce, or support the reduction of, energy or water consumption. Additionally, the Program promotes renewable energy production and improvements that contribute to reducing or eliminating lead in water. Other focus areas include storm retrofits, flood mitigation, stormwater management, and enhancements related to wind resistance, energy storage, microgrids, and similar resiliency projects.

WHEREAS, the City of Post Falls desires to ensure that free and willing owners of qualifying commercial properties may obtain low-cost, long-term financing for such improvements by allowing the levy of voluntary special assessments; and

WHEREAS, the City of Post Falls intends to establish a C-PACE Program pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that the City intends to establish a C-PACE Program pursuant to Idaho Code § 67-3806(1)(a), with the following provisions:

SECTION 1. The City Council finds and declares that financing Qualified Projects through special assessments, as contemplated by the proposed C-PACE Program, serves a valid public purpose by promoting energy efficiency, environmental sustainability, and economic development.

SECTION 2. Pursuant to the Act, the City intends to authorize direct financing between property owners and capital providers to fund Qualified Projects.

SECTION 3. The City expresses its intent to authorize voluntary special assessments, entered between a property owner and the City through an Assessment Agreement for C-PACE Financing, to repay private financing obtained by the property owner.

SECTION 4. The City intends that projects which may qualify for financing through voluntary special assessments include, without limitation, new construction and the adaptive reuse of eligible property. The City further intends that Qualified Improvements installed and operational no more

than three (3) years before the date of application may also be eligible for financing under the C-PACE Program.

SECTION 5. The City of Post Falls intends for the C-PACE Program to be available to all qualifying commercial properties located within the City’s corporate boundaries.

SECTION 6. Pursuant to the Act, the City proposes to designate the City Treasurer as the administrator of the C-PACE Program, referred to as the “Program Administrator.” The responsibilities of the Program Administrator include developing and publishing a Program Guidebook that outlines the terms, procedures, and requirements of the Program. Additionally, the Program Administrator will review and approve applications for C-PACE financing, provide written notices regarding application approval or disapproval, and handle the collection of application fees and servicing fees, either directly or by assigning this task to a third party.

SECTION 7. The City shall hold a public hearing on June 17, 2025, at 6:00 p.m., in the Post Falls City Council Chambers, 408 N. Spokane Street, Post Falls, Idaho, to receive public input on the proposed C-PACE Program as outlined in this Resolution.

SECTION 8. The City Treasurer is authorized to administer the C-PACE Program, execute all documents, and take all necessary or appropriate actions to impose voluntary special assessments, facilitate financing, and implement the Program in a way consistent with this Resolution and Idaho law.

SECTION 9. The city attorney may correct scrivener’s errors in this Resolution by filing a corrected copy with the city clerk.

SECTION 10. This Resolution’s sections, paragraphs, clauses, and phrases are declared severable. If any such provision is found to be invalid, the remaining portions shall remain in full force and effect unless they are so dependent upon the invalid portion that they cannot reasonably be given independent effect.

SECTION 11. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED and APPROVED by the City Council on the ____ day of May, 2025.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Post Falls will hold a public hearing at Post Falls City Hall, 408 North Spokane Street, Post Falls, Idaho, on June 17, 2025 at 6:00 p.m. to receive public comment on a proposed **Commercial Property Assessed Capital Expenditure (C-PACE) Program** for qualifying commercial properties within the City. The public hearing is being held per Idaho Code § 67-3806.

Additional information about the proposed C-PACE Program, including a draft program guidebook and application procedures, will be made available for public review prior to the hearing at www.postfalls.gov and at the City Clerk's Office.

City of Post Falls
Shannon Howard, City Clerk

Publish dates:

(Publish at least 14 days before 6/17/25)

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Lundy Blvd. Waterline Extension Project – Recommendation of Award

ITEM AND RECOMMENDED ACTION:

Staff requests city council approval of the recommendation of award for the Lundy Blvd. Waterline Extension project to Big Sky Idaho Corporation and authorizes the Mayor to sign the Notice of Award.

DISCUSSION:

As part of a 2022 agreement stemming from reconstruction of the City's wastewater outfall in 2021, the City has agreed to provide water service to two residences located at the end of Lundy Boulevard, inside city limits. During the construction of the wastewater outfall, concerns of water quality in an adjacent well were raised. After negotiations, the City entered into an agreement to provide two city water connections to the parcel on which the residential well is currently located.

This project will construct a new waterline from its current location near the Centennial Trail south to the vicinity of Lundy Blvd., utilizing easements and property previously acquired by the City. The new waterline provides the connection point for the new services and will complete the City's obligations outlined in the 2022 agreement. As an additional benefit to the City, the extended line will improve fire flow by adding an additional fire hydrant and a future connection point in the vicinity of the outfall property.

Following the completion of the project design and contract documents, the City's design consultant, Welch Comer Engineers facilitated the informal bidding process for Public Works Construction. On May 6, 2025, the City received four bids for the Lundy Waterline Extension project. The low bid of \$125,919.00 was submitted by Big Sky ID Corp. The Engineer's estimate for construction is \$168,046.00. The bid submitted by Big Sky contained a minor irregularity. Upon review by the city's engineering consultant, Welch Comer Engineers and the City's legal staff, this irregularity is determined to be immaterial to the basis of award. City staff recommends the construction contract be awarded to Big Sky ID Corp as the lowest, responsive bidder.

A start-date for construction will be determined following an executed Agreement with the contractor. Project construction is expected to last approximately 3 weeks and will be completed this construction season.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 6, 2024 – Purchase and Sale Agreement, Lundy Easements and Property
July 5, 2022 – Agreement to Provide Water Service

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City Council approval authorizes the Mayor to sign the Notice of Award to Big Sky ID Corp in the amount of \$125,919.00 and authorizes a contingency of \$20,000 for potential change orders for unforeseen conditions and/or changes that would benefit the Water Distribution System. Contract changes utilizing contingency funds will require authorization of the Public Works Director or his designee. City Council approval is for the requested amount of \$138,511.00. Funding for this project will come from the Wastewater Outfall Upgrade Budget as it stems from an obligation of that project.

BUDGET CODE:

651-463.6505.95520

ATTACHMENTS:

1. PPT Lundy Blvd Water Main Replacement 06032025
2. 2022 Agreement
3. City Legal Bid Review Letter
4. Welch Comer Bid Review Letter
5. Notice of Award

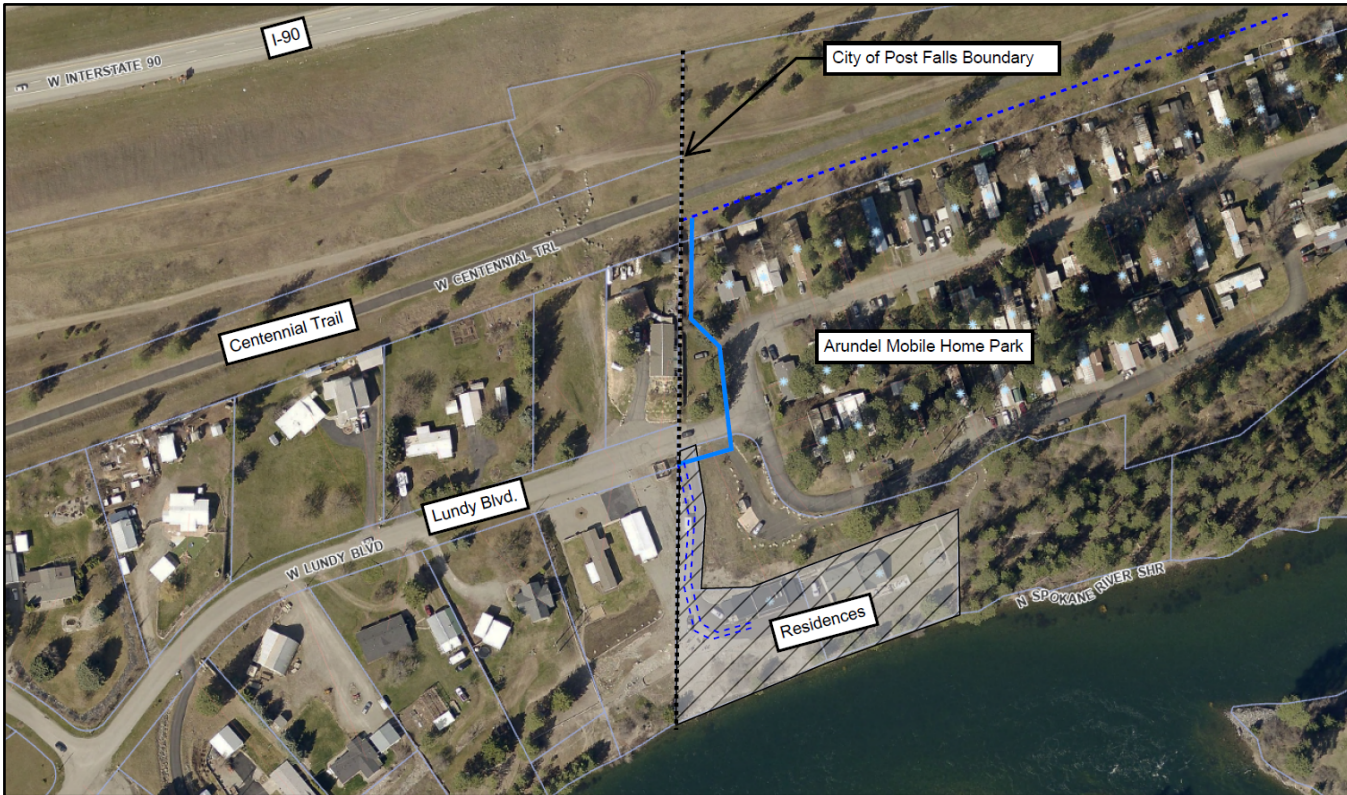
Lundy Blvd., Waterline Extension Project Recommendation of Award

Jaxon Fleshman
Project Manager, Public Works
June 3, 2025



Background/History

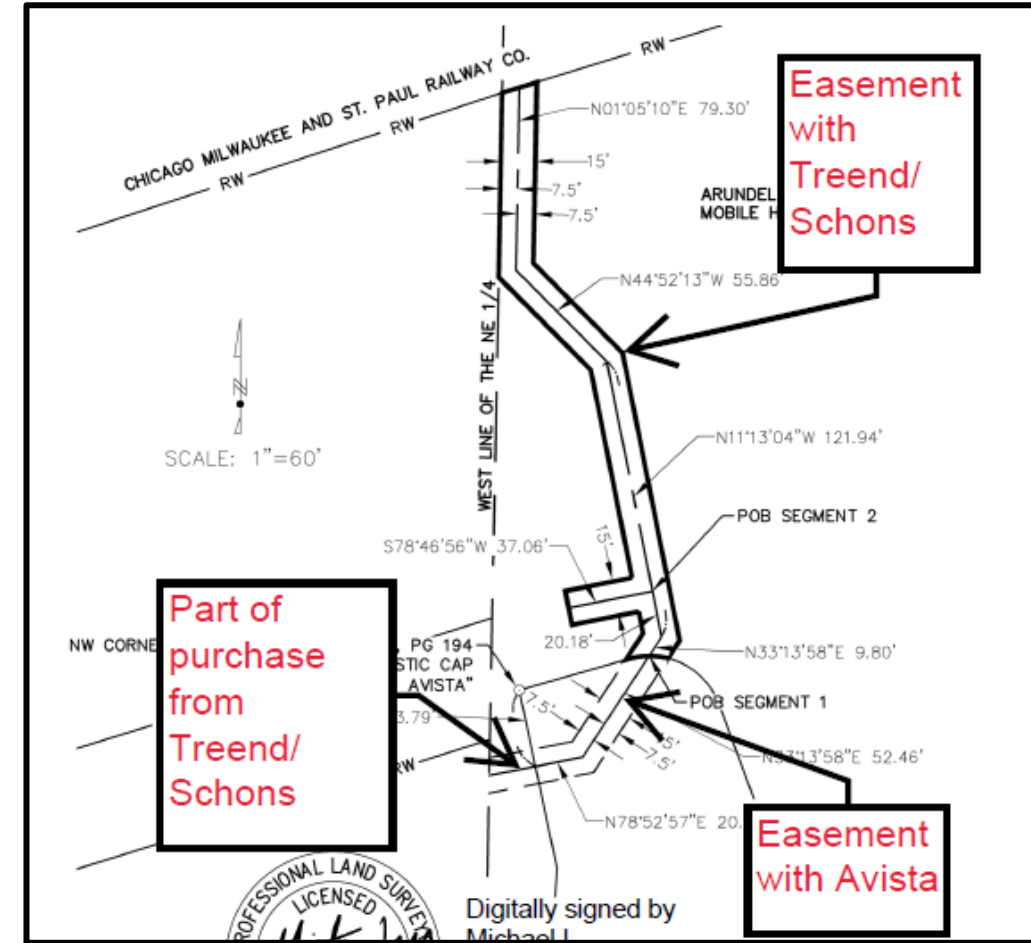
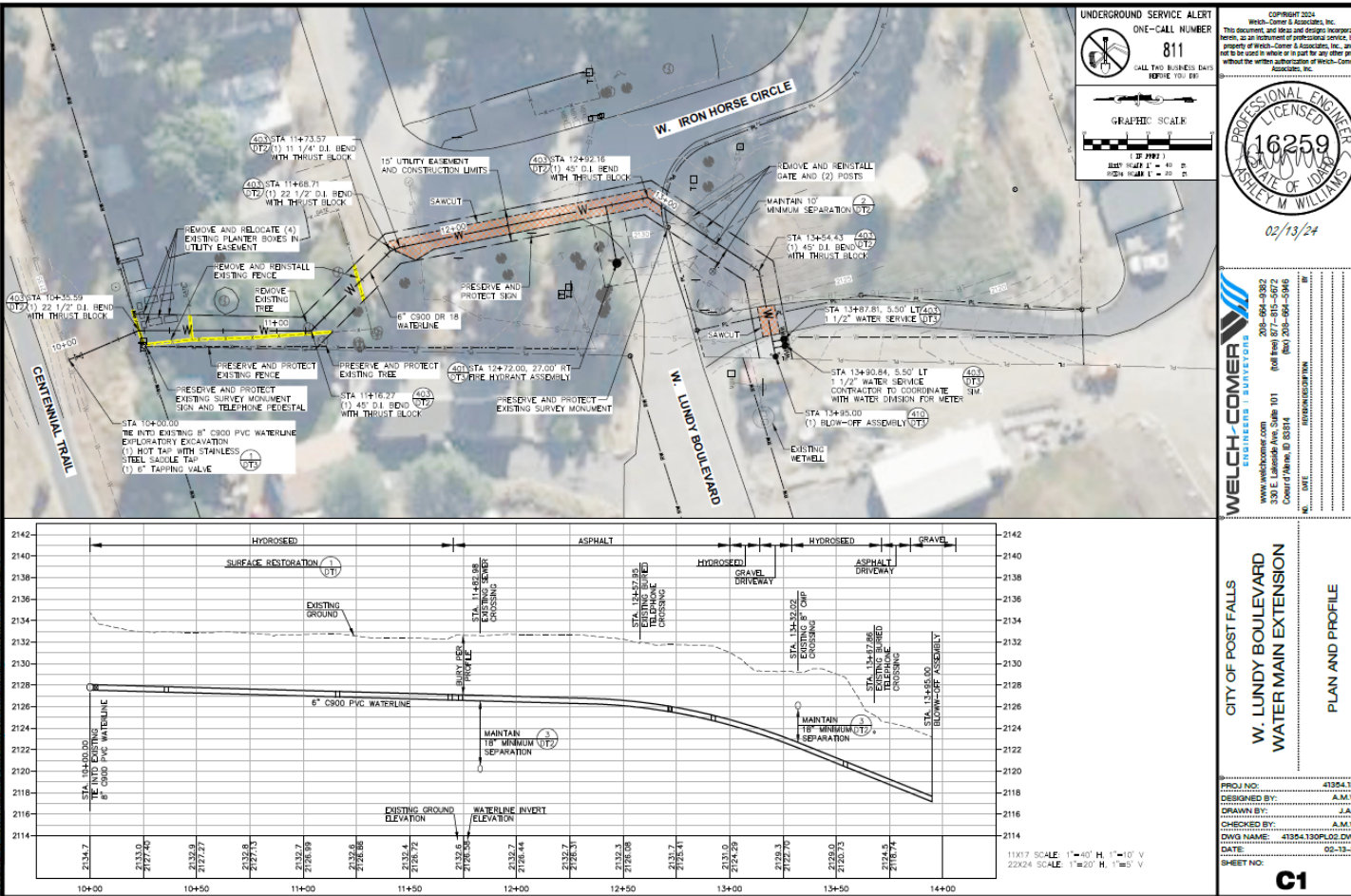
- 2021 Outfall Project. Construction occurred adjacent to residential well
- Resulting agreement requires city to serve with water
- Easement/Property Negotiations



Lundy Blvd Waterline Extension

- 2022 Agreement required the City of Post Falls to connect two city residences on Lundy Blvd., to city water
- Two service connections included with the waterline extension. Includes the addition of a new fire hydrant to improve fire flows in the area
- Prior property purchase and easement acquisitions provide the alignment of the new waterline extension
- City's Design Consultant, Welch Comer Engineers was selected for the Design and construction Support Services

Waterline Extension



Waterline Extension

- Public Impacts
 - Access to Arundel Mobile Home park will be maintained, one-lane at times
 - Minor to no impacts to water service for existing customers
 - Minor to no impacts anticipated to Centennial Trail users
- Benefits
 - Improved fire flow to Arundel Mobile Home Park
 - Water service available to Wave Park (future)

Bid Results

Informal bidding, Idaho Code 67-2805 for Public Works Construction <\$200,000

Opened bids on May 6, 2025

CONTRACTOR	BASE BID
Big Sky ID Corp	\$ 125,919.00
Simco Development Group	\$ 127,310.00
S&L Underground, Inc.	\$ 148,528.00
Dardan, Inc.	\$ 197,661.30

*Engineer's Estimate: \$168,046

Financial Summary

Contract Award to Big Sky ID Corp	\$125,919
Contract Contingency	<u>\$ 20,000</u>
Total Request	\$145,919

Budgeted for and funded through the Wastewater Outfall Capital Improvement Project. GL: 651-463.6505.95520

Next Steps

- Contract documents and Agreement
- Establish a start date for construction with the contractor
- 2025 Construction Season



Questions?

**Assumption of Risk; Waiver of Claims; Release of Liability;
Indemnification; Covenant Not to Sue**

THIS IS A LEGALLY BINDING AGREEMENT, BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF OR TO YOUR PROPERTY, ARISING OUT OF THIS MATTER, NOW OR AT ANYTIME IN THE FUTURE.

This Agreement is made this 5 day of July, 2022, between the City of Post Falls ("CITY"), 408 N. Spokane Street, Post Falls, ID 83854, and David and Andrea Meyer ("OWNER"), 1622 W. Lundy Blvd, Post Falls, ID 83854. Now, therefore, for good and valuable consideration in the amount of \$20,000.00 and the mutual warranties, representations, covenants, and agreements herein contained, the Parties hereby agree as follows:

- I. **Background.** The PARTIES agree that the CITY has hired a contractor to replace its treated wastewater effluent outfall into the Spokane River that is in proximity to OWNER's home. Additionally, the PARTIES agree that, during the course of the CITY's outfall replacement work, OWNER's well, located on Owner's property tested positive for E-Coli and coliform bacteria. OWNER believes that the well contamination may have been caused by the CITY's outfall replacement project. Additional testing up-stream from OWNER's property, and the CITY's outfall, has also found E-Coli and coliform in the river water. The PARTIES have agreed to execute this Agreement to finally resolve any and all claims between the PARTIES relating in any way to the CITY's outfall replacement project and/or the quality of water in OWNER's well.
- II. **Assumption of Risk.** OWNER, understands and acknowledges that OWNER's well has tested positive for E-Coli and coliform bacteria. OWNER understands and acknowledges that, left untreated, consuming water from the well may entail both known and unknown risks. OWNER certifies that he has knowledge of these risks, is of legal age and is otherwise competent to sign this agreement and voluntarily assume these risks. OWNER also certifies that he has read and understands all the terms of this Agreement. OWNER FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES.
- III. **Waiver of Claims & Release of Liability.** OWNER hereby irrevocably waives and releases, on behalf of himself and for his or her heirs, assigns and legal representatives, any and all past, present or future claims, demands, and causes of action which the OWNER now has or may in the future have against CITY, its members, directors, administrators, representatives, officers, agents, employees, and assigns, and each of them, for any and all past, present or future loss of or damage to property, and/or bodily injury, including death, however caused, resulting from, arising out of or in any way connected with the water quality in the water well located on the OWNER's property at 1620 & 1622 W. Lundy Blvd, Post Falls, Idaho 83854 or the CITY's work to replace its treated wastewater effluent outfall into the Spokane River.
- IV. **Indemnification & Covenant Not to Sue.** OWNER agrees to defend, indemnify, and hold harmless the CITY, its elected officials, administrators, directors, agents, officers, members, volunteers, and employees from any loss, liability, damage, or cost which any or all of them might incur as the result of such claim, whether caused by the negligence of the CITY or

otherwise. OWNER further covenants not to cause any action at law or in equity to be brought or permit such to be brought in his or her behalf, either directly or indirectly, on account of loss or damage to property and/or bodily injury, including death, against the CITY and its affiliates, elected officials, their respective administrators, directors, agents, officers, members, volunteers, and employees, resulting from, or arising out of, or in any way connected with any claims, demands, and causes of action which now or in the future may be asserted against the CITY arising out of or by reason of the water quality in the water well located on the OWNER's property at 1620 & 1622 W. Lundy Blvd, Post Falls, Idaho 83854 or the CITY's work to replace its treated wastewater effluent outfall into the Spokane River.

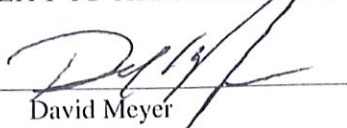
V. **Agreement to Connect to Water System.** The CITY hereby agrees to make available municipal water service to OWNER's real property located at 1620 & 1622 W. Lundy Blvd, Post Falls, Idaho 83854. OWNER hereby consents and agrees to connect to said municipal water service.

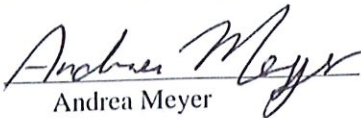
1. **Construction.** It is contemplated that water service will be provided through a lateral service line extension, which will connect to the CITY water system. The City will extend and construct, at its own cost, water facilities to service the property. The CITY hereby agrees to pay the costs of right-of-way acquisition, engineering, construction, and any other building costs for the service line extension to OWNER's property.
2. **Easements.** OWNER agrees to facilitate the procurement of any necessary easements which must be granted to the CITY to connect from a water main in Lundy Blvd. to the property. This facilitation is limited to non-financial assistance.
3. **Consideration.** Consideration in the amount of \$20,000, paid by CITY to OWNER is paid for OWNER to install ultraviolet, reverse osmosis, or other water filtration systems on the property, to troubleshoot any current issues with the well on the property, and to purchase filters and conduct maintenance on any new or existing filtration systems in the interim until the CITY extends water service to the property.
4. **Reimbursement.** The CITY agrees to reimburse the OWNER up to \$30,000 for costs to repair or replace with like kind components of the OWNERS water system which fail after the effective date of this agreement when such failure is due to sediment within the well-water. Components of the water system include the well, piping, water treatment and conditioning systems, directly connected appliances, and plumbing fixtures. The payments under this Agreement shall not to exceed a total of \$50,000 including the initial payment of \$20,000.
5. **Construction Timeframe and Extension.** The CITY shall endeavor to permanently connect both residential structures on the property to the water service system by August 31, 2023. If water service is not extended to the property by August 31, 2023, commencing on September 1, 2023, the CITY agrees to reimburse OWNER, up to a maximum of \$1000.00 per year, for reasonable and necessary maintenance costs of any water filtration systems on the property upon OWNER's submission of valid documentation.

6. **Maintenance.** OWNER agrees to operate and maintain installed filtration systems to protect downstream water system components until the connection to water service is made. Upon completion of the service line, maintenance and repair of the mains servicing OWNER's property shall remain the responsibility of the CITY. Upon completion of the service line, OWNER shall be responsible for maintenance and repair of the water service line and its appurtenances as outlined in section 13.12.110 of the Post Falls municipal code, subject to future amendments. Currently the point of connection begins at the water meter box and continues to the point of use, including but not limited to, house shut off valves and service lines.
 7. **Rates.** Upon connection of a residential or commercial building, or any other structure to the CITY's service stub on the real property as described above that feeds from the municipal water system. OWNER agrees to pay the CITY such water charges, rates, and fees as are established by the CITY according to Idaho State law.
- VI. **Term.** This Agreement shall be in effect from and including the date of execution by both parties and shall run in perpetuity unless the CITY fails to make available water service to the properties as contemplated in Section V. of this Agreement by January 1, 2026. If CITY fails to make water service available by January 1, 2026, this Agreement may expire subject to the terms of this Agreement below.
 - VII. **Expiration of Agreement.** If the CITY fails to make water service available by January 1, 2026, this agreement shall continue in effect from year to year thereafter, subject to the right of either party to this Agreement before June 30, 2026, or June 30 in any year thereafter, by written notice to the other party, require the other party to commence mediation in good faith toward either a renewal of the agreement, or a new agreement. If such resolution cannot be reached, this Agreement shall expire on December 31 of that given year.
 - VIII. **Termination Upon Expiration of the Agreement.** In the event that this Agreement expires on or after December 21, 2026, OWNER's Assumption of Risk; Waiver of Claims; Release of Liability; Indemnification; Covenant Not to Sue, shall be deemed null and void, and OWNER shall have any rights or legal remedies available as though this Agreement had not been executed. CITY's Agreement to Connect to Water System, shall be deemed null and void and CITY shall be released from said obligation.
 - IX. **No Admission of Liability.** The PARTIES understand and agree that neither the payment of any sum of money nor the execution of this agreement by the parties will constitute or be construed as an admission of any improper actions, fault, or liability whatsoever regarding any claim or potential issues which may arise.
 - X. **Covenants Run with the Land.** The covenants herein contained shall be binding upon the OWNER's heirs, assigns, and successors in interest and shall be deemed to be covenants running with the land.
 - XI. **Severability and Survivability.** Should any portion of this agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the agreement before the declaration of partial invalidity. Paragraph VII shall survive the expiration or termination of this Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS,
UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND
HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY
NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF
ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

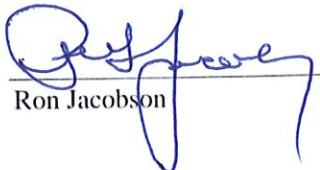
OWNER:


David Meyer


Andrea Meyer

Jun 21 2022
(Date)

CITY:


Ron Jacobson

ATTEST:


Shannon Howard

7/5/22
(Date)



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Jaxon Fleshman
From: Chris Gabbert, Deputy City Attorney
Date: May 15, 2025
Re: May 6, 2025, Bid Opening – Lundy Blvd. Waterline Extension

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805(1). The City received copies of four (4) bids at or about 2:30 p.m. on May 6, 2025.

The bids consisted of the following:

- Big Sky ID Corp: \$125,919.00
- Simco Development Group \$127,310.00
- S&L Underground, Inc. \$148,528.00
- Dardan, Inc. \$197,661.30

After evaluating the bids, I conclude that the Big Sky ID Corp. submission is the lowest responsive and responsible bid. Upon review of issues raised with respect to bidding requirements any omissions in the inclusion of a contractor's affidavit by the responding parties are either immaterial or resolvable under Idaho law and the bidding documents.

My review of Big Sky ID Corp's bid leads me to conclude that they are the lowest responsive bidder on a purely legal level. If the City intends to award the bid, then the bid should be awarded to Big Sky ID Corp's. My conclusion is based on the following information:

1. I have reviewed the Bid Summary and bid submittals from the City Clerk. It appears that the submittal by Big Sky ID Corp was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. Executed Non-Collusion Affidavit;
 - e. Executed Anti-Discrimination Affidavit;
 - f. Executed Affidavit for Payment of Taxes; and
 - g. The president of the corporation executed the attestations and documents.

3. I researched the Public Works License of Big Sky ID Corp to confirm the validity of the license, the level of the license, and the approved types of work. Big Sky ID Corp is a licensed Public Works Contractor with a “Class Unlimited” License No. 002207. According to Idaho Code § 54-1904, a Class “Unkimited” license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars (\$5,000,000).

Based on my review, Big Sky ID Corp complies with Idaho Law and the City of Post Falls Procurement standards and is the lowest responsive bidder at \$125,919.00.

I did not review the plans’ details or specifications or see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid as I lack the requisite knowledge and skills to muse on the technical aspects.

Should you have any questions, please feel free to contact me.

Sincerely,



Christopher Gabbert
Deputy City Attorney

May 15, 2025

Andrew Arbin
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

Re: Lundy Blvd Waterline Extension Project

Dear Andrew:

Enclosed please find the bid tabulation and review checklist for the bids which were received via email for the Lundy Blvd Waterline Extension Project. We have reviewed the bid packages received and they all seem to be responsive.

Welch Comer & Associates recommends awarding the base bid, in the amount of \$125,919.00 to the low bidder, Big Sky ID Corp. Should the Council concur with our recommendation, please sign the Notice of Award (attached) and return to our office for immediate processing.

Should you have any questions, please contact our office.

Sincerely,
Welch Comer Engineers



Ashley Williams, P.E.
Senior Project Manager

AMW/lmt

Enclosures

CITY OF POST FALLS
LUNDY BLVD WATERLINE EXTENSION
BID TABULATION
Bid Opening: 5/6/2025 at 2:00 pm

				Engineer's Estimate		Big Sky ID Corp		Simco Development Group		S&L Underground, Inc.		Dardan, Inc.	
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
201.4.1.B.1	Clearing and Grubbing	SY	430	\$ 5.00	\$ 2,150.00	\$ 10.00	\$ 4,300.00	\$ 12.00	\$ 5,160.00	\$ 5.00	\$ 2,150.00	\$ 7.42	\$ 3,190.60
303.4.1.A.1	Exploratory Excavation	HR	8	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 275.00	\$ 2,200.00	\$ 250.00	\$ 2,000.00	\$ 261.00	\$ 2,088.00
401.4.1.A.1	Water Main Pipe-Size 6"-Type C900	LF	420	\$ 75.00	\$ 31,500.00	\$ 85.00	\$ 35,700.00	\$ 75.00	\$ 31,500.00	\$ 80.00	\$ 33,600.00	\$ 307.55	\$ 129,171.00
403.4.1.A.1	Hydrant	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 11,000.00	\$ 11,000.00	\$ 11,300.00	\$ 11,300.00	\$ 9,000.00	\$ 9,000.00	\$ 9,682.00	\$ 9,682.00
404.4.1.A.1	Water Service Connection, Size 1.5"	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 1,500.00	\$ 1,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,693.00	\$ 3,693.00
802.4.1.B.1	Crushed Aggregate for Base Type A	TON	58	\$ 80.00	\$ 4,640.00	\$ 88.00	\$ 5,104.00	\$ 95.00	\$ 5,510.00	\$ 46.00	\$ 2,668.00	\$ 96.15	\$ 5,576.70
811.4.1.A.1	Road Mix Pavement	TON	20	\$ 300.00	\$ 6,000.00	\$ 450.00	\$ 9,000.00	\$ 350.00	\$ 7,000.00	\$ 395.00	\$ 7,900.00	\$ 286.25	\$ 5,725.00
1001.4.1.A.1	Sediment Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,610.00	\$ 1,610.00
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,700.00	\$ 1,700.00	\$ 5,900.00	\$ 5,900.00	\$ 20,000.00	\$ 20,000.00	\$ 4,800.00	\$ 4,800.00
2010.4.1.A.1	Mobilization	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 14,000.00	\$ 14,000.00	\$ 12,700.00	\$ 12,700.00	\$ 15,000.00	\$ 15,000.00	\$ 2,900.00	\$ 2,900.00
2030.4.1.C.1	1.5-inch Water Service Setter and Valve/Box Install	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00	\$ 6,500.00	\$ 13,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,778.00	\$ 5,556.00
SP-1	Removal and Reinstallation of Existing Fence	LF	135	\$ 25.00	\$ 3,375.00	\$ 10.00	\$ 1,350.00	\$ 33.00	\$ 4,455.00	\$ 28.00	\$ 3,780.00	\$ 3.41	\$ 460.35
SP-2	Removal of Existing Planters (Retain and Furnish to Owner)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 700.00	\$ 700.00	\$ 520.00	\$ 520.00	\$ 2,000.00	\$ 2,000.00	\$ 690.00	\$ 690.00
SP-3	Asphalt Saw-cut	LF	200	\$ 5.00	\$ 1,000.00	\$ 3.50	\$ 700.00	\$ 5.00	\$ 1,000.00	\$ 4.00	\$ 800.00	\$ 3.16	\$ 632.00
SP-4	Asphalt Demo and Removal	SF	1025	\$ 8.00	\$ 8,200.00	\$ 1.00	\$ 1,025.00	\$ 3.00	\$ 3,075.00	\$ 2.00	\$ 2,050.00	\$ 1.23	\$ 1,260.75
SP-5	8-inch Water Main Tie-In	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,220.00	\$ 3,220.00
SP-6	Hot-Tap Water Main Connection with Valve and Saddle	LS	1	\$ 4,400.00	\$ 4,400.00	\$ 1,600.00	\$ 1,600.00	\$ 500.00	\$ 500.00	\$ 6,000.00	\$ 6,000.00	\$ 1,440.00	\$ 1,440.00
SP-7	1.5-inch Service Stub and Termination (6' to 10' past meter)	LF	20	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 38.00	\$ 760.00	\$ 70.00	\$ 1,400.00	\$ 150.00	\$ 3,000.00
SP-8	1-inch Meter	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 140.00	\$ 140.00	\$ 3,900.00	\$ 3,900.00	\$ 900.00	\$ 900.00	\$ 2,530.00	\$ 2,530.00
SP-9	2-inch Blowoff Assembly	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,200.00	\$ 3,200.00	\$ 4,711.00	\$ 4,711.00
SP-10	Landscape (Sod) Restoration	SF	2070	\$ 5.00	\$ 10,350.00	\$ 10.00	\$ 20,700.00	\$ 4.00	\$ 8,280.00	\$ 4.00	\$ 8,280.00	\$ 2.27	\$ 4,698.90
SP-11	Landscape (Hydroseed) Restoration	SF	1800	\$ 5.00	\$ 9,000.00	\$ 2.00	\$ 3,600.00	\$ 1.75	\$ 3,150.00	\$ 2.00	\$ 3,600.00	\$ 0.57	\$ 1,026.00
TOTAL CONSTRUCTION COST				\$ 132,915.00		\$ 125,919.00		\$ 127,310.00		\$ 148,528.00		\$ 197,661.30	

MATH ERRORS

**CITY OF POST FALLS
LUNDY BLVD WATERLINE EXTENSION
BID SUMMARY***
Bid Opening: 5/6/2025 at 2:00 pm

CONTRACTOR	BASE BID
Big Sky ID Corp	\$ 125,919.00
Simco Development Group	\$ 127,310.00
S&L Underground, Inc.	\$ 148,528.00
Dardan, Inc.	\$ 197,661.30

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

**BID REVIEW CHECKLIST
PRIOR TO RECOMMENDATION**

OWNER: CITY OF POST FALLS
PROJECT: LUNDY BLVD WATERLINE EXTENSION
Open Date: 5/6/25 at 2:00 pm

Bid Review Performed By: Lina Turner

CONTRACTOR	Big Sky ID Corp	Simco Development Group	S&L Underground, Inc.	Dardan, Inc.
BID AMOUNT (Basis of Bid Award)	\$ 125,919.00	\$ 127,310.00	\$ 148,528.00	\$ 197,661.30
PUBLIC WORKS LICENSE NO.				
License Limit (See List)	Unlimited	\$5,000,000	Unlimited	\$5,000,000
License Confirmed with the License Board at www.dbs.idaho.gov	Yes	Yes	Yes	Yes
BID PACKAGE				
Are all forms filled out completely and correctly?				
REQUEST FOR INFORMAL BIDS FORM	Yes	Yes	Yes	Yes
BID SCHEDULE	Yes	Yes	Yes	Yes
LIST OF SUBCONTRACTORS	Yes	Yes	Yes	Yes
PLUMBING	Yes	Yes	Yes	Yes
HVAC/BOILER	Yes	Yes	Yes	Yes
ELECTRICAL	Yes	Yes	Yes	Yes
NON-COLLUSION AFFIDAVIT	Yes	Yes	Yes	Yes
CONTRACTOR FOR PW TO PAY ALL TAXES	Yes	Yes	Yes	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL	Yes	Yes	Yes	Yes
ANTI-DISCRIMINATION AFFIDAVIT	No	Yes	No	No

NOTICE OF AWARD

Dated _____

Project: Lundy Blvd Waterline Extension	Owner: City of Post Falls	Owner's Contract No.:
Contract:		Engineer's Project No.: 41354.13
Bidder: Big Sky ID Corp		
Bidder's Address: 10063 Navion Dr.		
Hayden, ID 83835		

You are notified that your Bid dated May 6, 2025 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid.

The Contract Price of your contract is: \$125,919.00

You must comply with the following conditions precedent within **ten (10)** days of the date of this Notice of Award, that is by _____

You must deliver to the OWNER one (1) fully executed counterpart of the Agreement including all the Contract Documents. This includes the set of Drawings. Contract Documents must bear your signature on the cover page.

1. You must deliver with the executed Agreement the Contract Security (Bonds), Certificate of Insurance and Public Works Contract Report along with this Notice of Award as Accepted, as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.
2. Please note that your Certificate of Insurance must list those additional insureds as identified in the Supplementary General Conditions.
3. The contract date referenced on the Performance and Payment Bond face **and** the bond date on the bond face **must** match the contract date on the first page of the Standard Form of Agreement. Failure to comply with dates may result in the rejection of bonds and further expense to the Contractor for re-issuance of the bonds with corrected dates.
4. Please complete the Public Works Contract Report within the required thirty (30) days and forward to the Engineer. The Engineer will forward to the Idaho State Tax Commission.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Post Falls
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Construction Agreement for 3rd Ave Parks Shop Parking Lot

ITEM AND RECOMMENDED ACTION:

The Parks Department is seeking council approval for the mayor to sign the construction agreement and notice of award with LaRiviere, Inc. for the construction of the 3rd Avenue Parks Shop Parking Lot.

DISCUSSION:

The 2021 Facilities Needs Assessment addressed the need for covered fleet storage, construction of a crew and admin support building, yard storage organization, and parking lot paving. The first step in addressing these needs is to add paved yard space and parking. The 2025 approved budget allocated \$1,320,000 of the Facility Building Reserve account for the construction of this parking lot.

On May 13, 2025, the city opened bids for the 3rd Avenue Parks Shop Parking Lot project. The city received two bids and LaRiviere was the low bidder at \$869,213. The Engineer's Estimate for construction was \$1,322,603. After review, Ardurra and City legal staff believe the bid to be responsive and recommend the project be awarded to LaRiviere. The improvements will include curbing, stormwater management, trash collection management, asphalt paving, vehicle and trailer parking, site lighting, and landscape and irrigation. Staff is also seeking council approval for a contingency of 15 percent in the amount of \$130,382 for potential change orders of unforeseen conditions for a total construction amount of \$999,595. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

Additionally, staff is seeking council approval for the contract with Ardurra for construction administration and observation for \$121,785.00. Ardurra will provide contract administration such as submittal review, review and preparation of contractor pay requests, and preparation of change order documentation. Ardurra will also provide construction observations such as construction diaries, materials review, testing procedures, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, and substantial and final inspections. This contract will be billed based on actual working hours, and it assumes 12 weeks of construction.

The funding source for these contracts will be the Facility Building Reserve.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$869,213.00 - Construction Contract

\$130,382.00 - 15% Contingency
\$121,785.00 - CA Contract
\$1,121,380.00 - Total

BUDGET CODE:

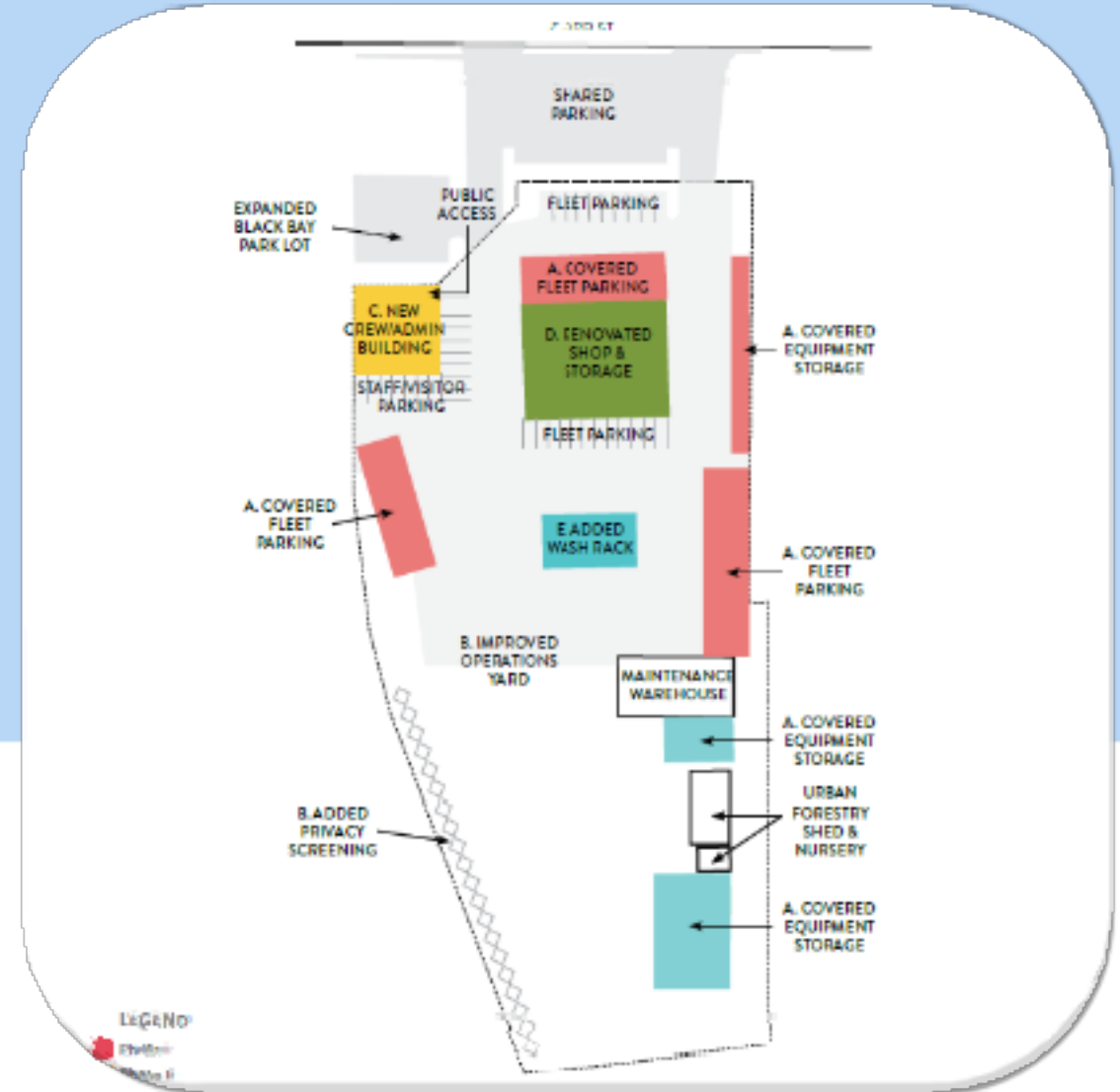
011-491.1803.96000

ATTACHMENTS:

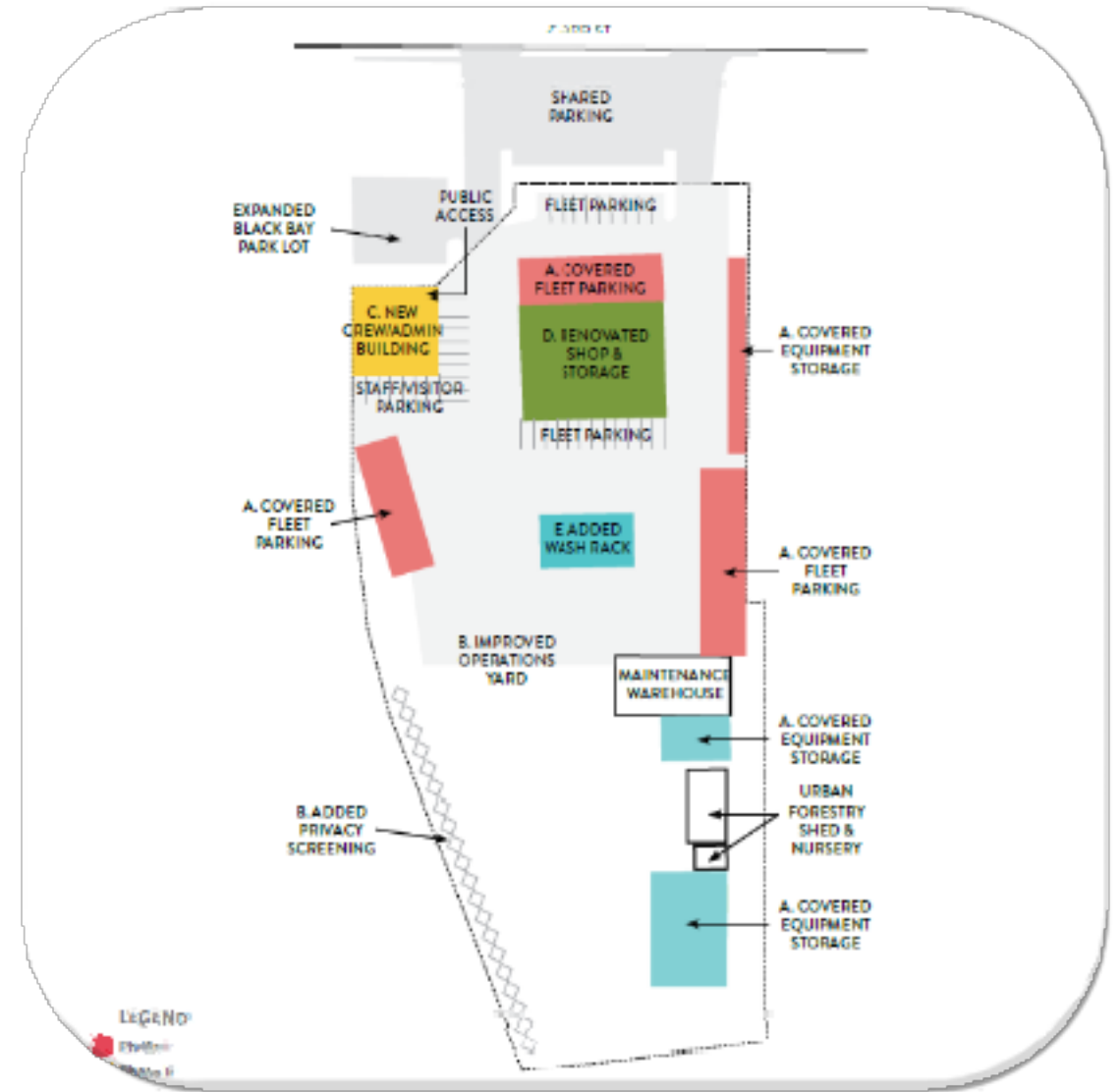
1. PowerPoint 3rd Ave Parking Lot
2. Ardurra - Recommendation of Award
3. City Legal Bid Review
4. 3rd Ave - Construction Agreement
5. 3rd Ave - Notice of Award
6. Ardurra CA Contract

3rd AVE PARKS SHOP PARKING LOT

Robbie Quinn – Parks Planner
Parks and Recreation
June 3, 2025



- Updates were recommended in the adopted 2021 Post Falls Facility Needs Assessment

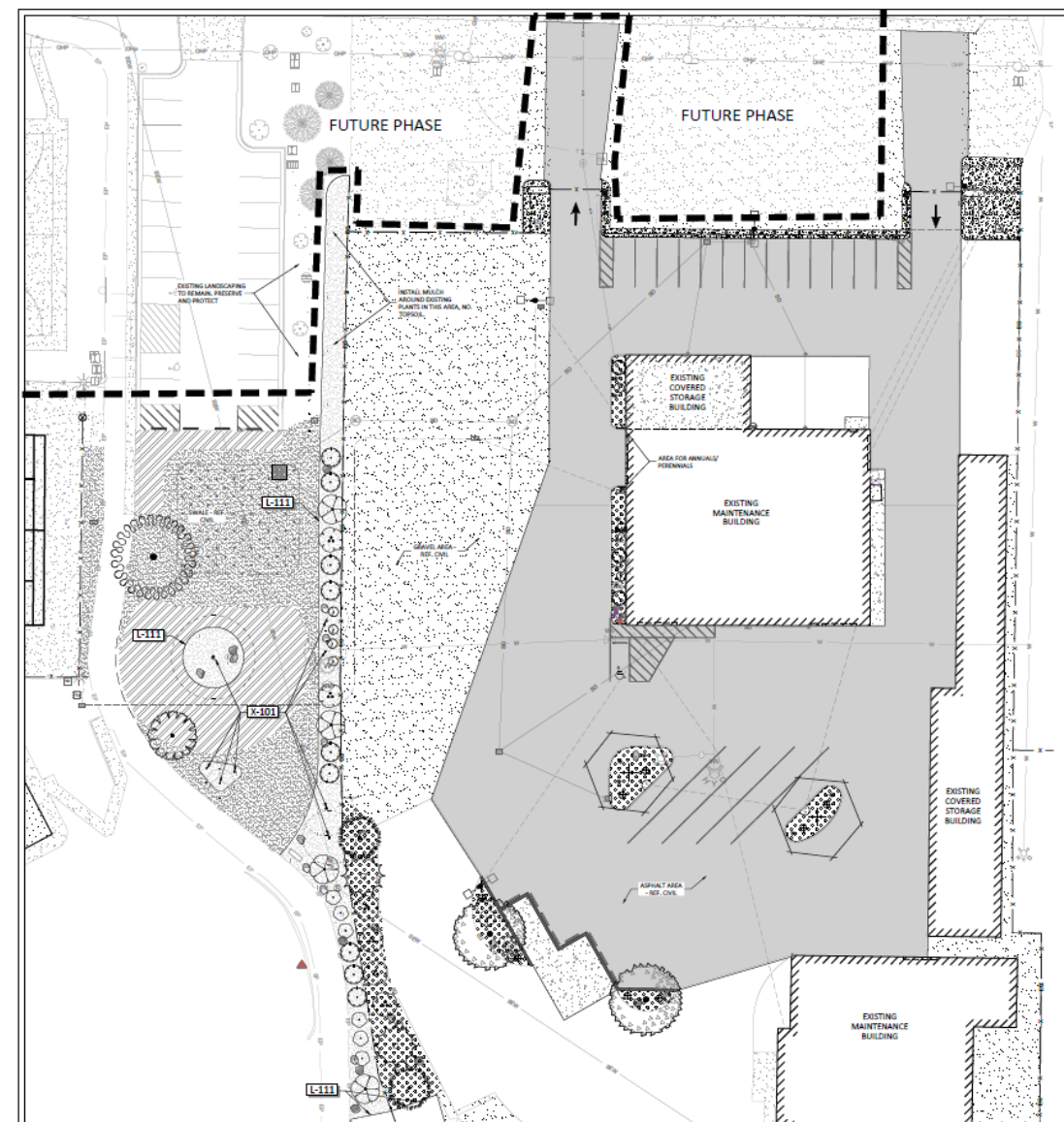


PARKING LOT

Scope:

- Curbing
- Stormwater Management
- Trash Collection Management
- Asphalt Paving
- Vehicle and Trailer Parking
- Site Lighting
- Landscape and Irrigation

April 22 – Out to Bid
May 13 – Bid Opening



PARKING LOT

Bid Results

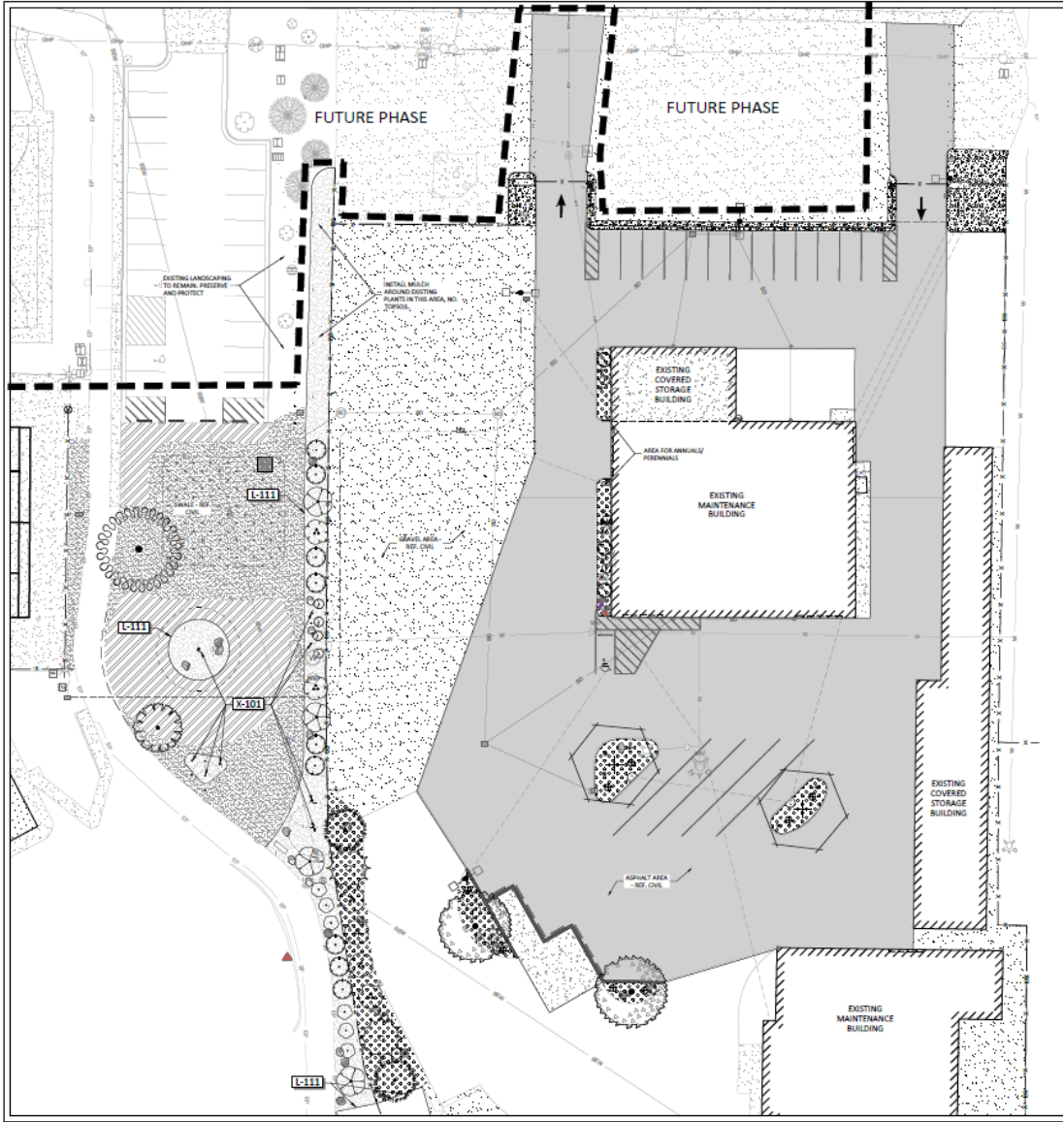
Engineer's Estimate	\$1,322,603.00
LaRiviere, Inc	\$869,213.00
Big Sky ID Corp	\$905,309.10

Ardurra and City Staff recommend the project be awarded to the low responsive bidder, LaRiviere, Inc.

Seeking 15% contingency for potential change orders of unforeseen conditions in the amount of \$130,382.00.

Construction	\$869,213.00
Contingency	\$130,382.00
TOTAL	\$999,595.00

Paid out of Facility Building Reserve budget.



PARKING LOT

Consultant Contact

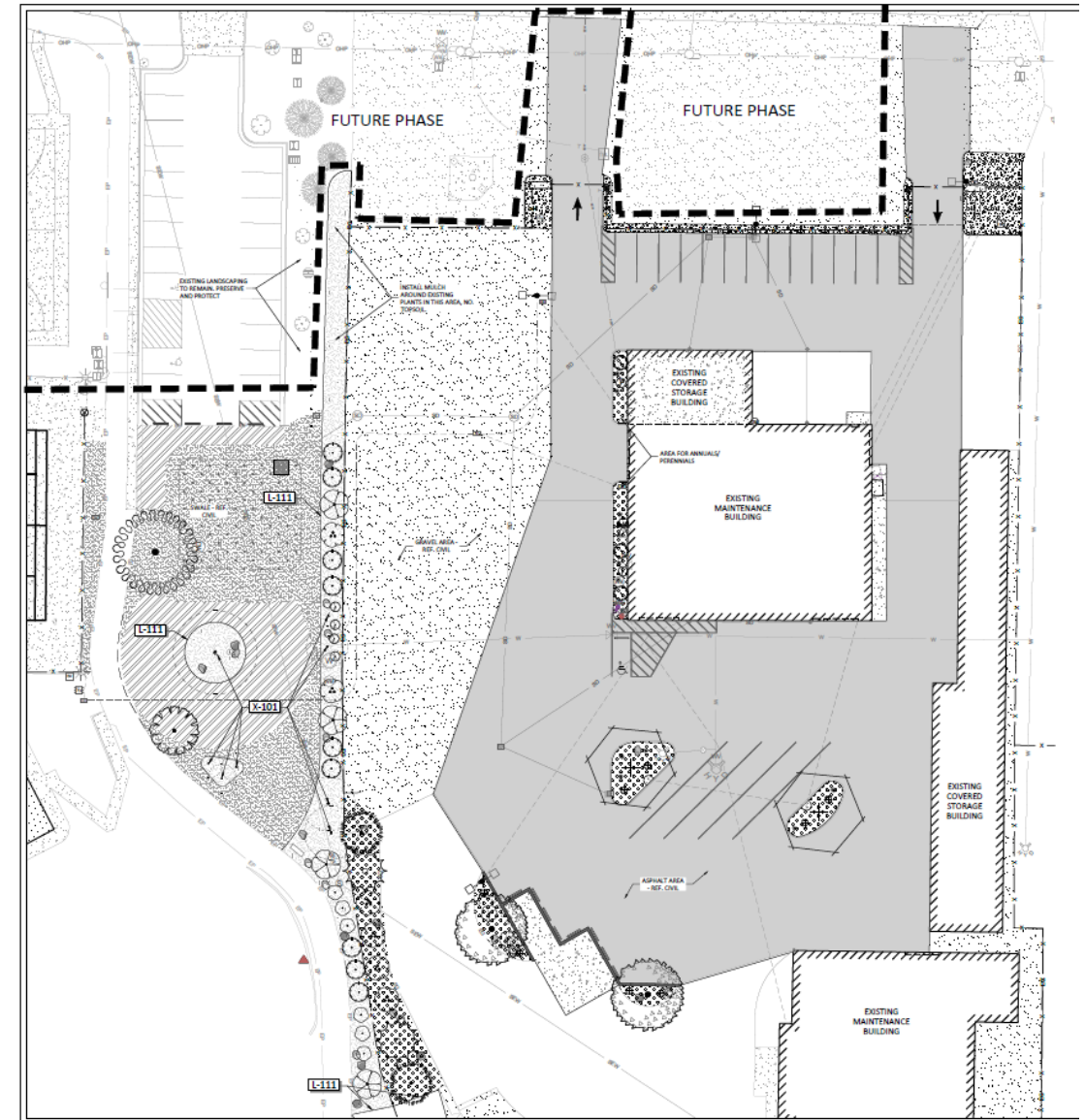
Ardurra Scope:

- Submittals review
- Review and preparation of contractor pay requests
- Construction diaries
- Materials review
- Testing procedure
- Quantity tracking
- Substantial and final inspections

Consultant Construction Administration and Observation Contact

TOTAL \$121,785.00

Paid out of Facility Building Reserve budget.

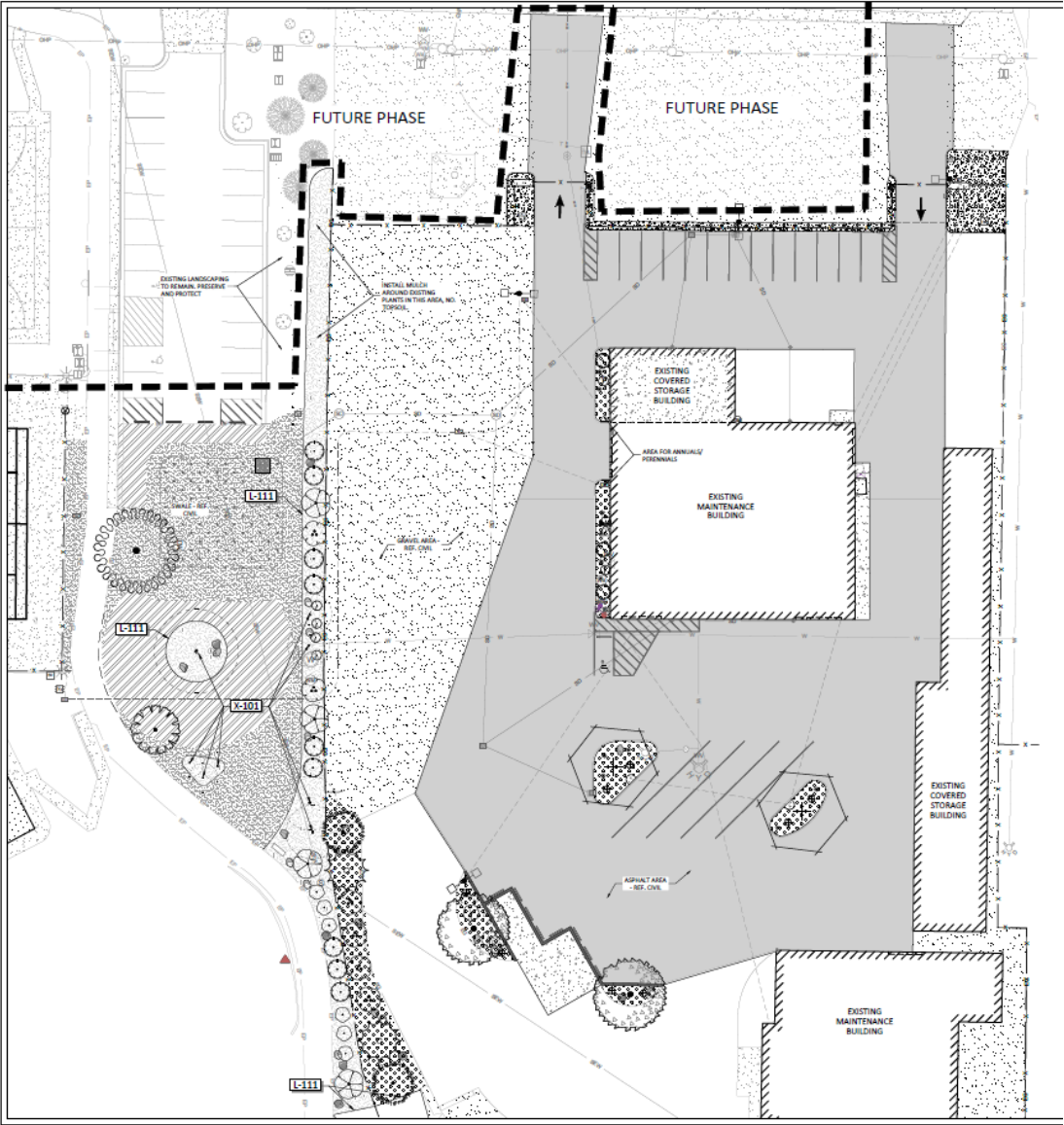


PARKING LOT

Summary

Cost Summary	
Construction	\$869,213.00
Construction Contingency (15%)	\$130,382.00
Consultant Contract	\$121,785.00
TOTAL	\$1,121,380.00

Paid out of Facility Building Reserve budget.



PARKING LOT

THANK YOU

QUESTIONS?



May 15, 2025

Robbie Quinn
City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
rquinn@postfallsidaho.gov

**SUBJECT: 3rd Avenue Parks Shop Parking Lot
Engineer's Recommendation of Award**

Dear Robbie:

As specified, sealed bids received by 1:00 P.M. on Tuesday, May 13, 2025, were publicly opened and read aloud. Prior to the time of opening, two (2) bids were received for the project. Ardurra has reviewed the bids submitted, and a detailed bid tabulation is enclosed for your review. Below is a table summarizing the received bids, and the correct totals:

Contractor	Bid
Engineer's Estimate	\$1,322,603.00
Big Sky ID, Corp.	\$905,309.10
LaRiviere, Inc.	\$869,213.00

The project was bid under one bid schedule:

- Schedule A – Parking Lot Improvements

It appears that LaRiviere, Inc. is the lowest responsive bidder with a low bid of \$869,213.00. Please see the attached bid tabulation and summary for additional details. Based on these findings, we recommend that the City of Post Falls proceed with awarding the above-mentioned contract to LaRiviere, Inc from Rathdrum, ID. This award should be made contingent upon City of Post Falls review and approval.

Should you have any questions, do not hesitate to reach out to me.

Sincerely,

Zach Thompson, P.E.
Ardurra Group, Inc.
Project Manager

BID SUMMARY

PROJECT TITLE: 3rd Avenue Parks Shop Parking Lot
 PROJECT LOCATION: Post Falls, Idaho
 PROJECT NUMBER: 230061
 OWNER: City of Post Falls
 ENGINEER: Ardurra Group, Inc.
 BID OPENING: May 13, 2025, 10:00 AM
 BID LOCATION: Ardurra Group, 7950 North Meadowlark Way, Suite A, Coeur d'Alene, ID 83815

BID INFORMATION:

		Bidder #1	Bidder #2
CONTRACTOR:	Engineer's Estimate	Big Sky ID, Corp.	LaRiviere, Inc.
Acknowledge All Addenda	N/A	X	X
Public Works License # Included	N/A	X	X
Bid Security (Bid Bond @ 5%)	N/A	X	X
Proposed Subcontractor Form	N/A	X	X
Bid Schedule A	N/A	X	X
Bid Schedule Complete and Correct	N/A	X	X
Bid Submittal Checklist	N/A	X	X
Non-Collusion Affidavit	N/A	X	X
Affidavit of Pavement or Securement of All Taxes	N/A	X	X
Anti Discrimination Affidavit	N/A	X	X
Exhibit C	N/A	X	X
Exhibit D	N/A	X	X
Bid	\$1,322,603.00	\$905,309.10	\$869,213.00
Corrections	\$0.00	\$0.00	\$0.00
Corrected Total	\$1,322,603.00	\$905,309.10	\$869,213.00
Responsive Bidder	N/A	Yes	Yes
Bidder Rank (Ranked on Price)	N/A	2	1

CITY OF POST FALLS
3rd Ave Parks Shop Parking Lot
Tabulation of Bids
May 13, 2025

Item No.	Item Description	Quantity	Units	Engineer's Estimate		Big Sky ID, Corp.		LaRiviere, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A									
2010.4.1.A.1	MOBILIZATION	1	LS	\$132,300.00	\$132,300.00	\$80,000.00	\$80,000.00	\$56,000.00	\$56,000.00
201.1.1.B.1	CLEARING AND GRUBBING	1	LS	\$11,100.00	\$11,100.00	\$4,430.00	\$4,430.00	\$4,052.00	\$4,052.00
201.4.1.A.1	EXCAVATION	90	CY	\$21.00	\$1,890.00	\$63.30	\$5,697.00	\$28.00	\$2,520.00
201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	\$52,000.00	\$52,000.00	\$23,450.00	\$23,450.00	\$20,834.00	\$20,834.00
202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	3170	CY	\$30.00	\$95,100.00	\$29.20	\$92,564.00	\$18.00	\$57,060.00
202.4.6.A.1	IMPORTED BORROW	1965	CY	\$30.00	\$58,950.00	\$35.00	\$68,775.00	\$41.00	\$80,565.00
401.4.1.A.1	WATER PIPE, SIZE 6", TYPE PVC C900 DR-18 (INCLUDES EXCAVATION, BEDDING, BACKFILL, ETC.)	30	LF	\$174.00	\$5,220.00	\$108.00	\$3,240.00	\$60.00	\$1,800.00
402.4.1.A.1	VALVE, SIZE 6", TYPE RESILIENT SEATED GATE	1	EA	\$3,000.00	\$3,000.00	\$2,355.00	\$2,355.00	\$2,013.00	\$2,013.00
403.4.1.A.1	HYDRANT	1	EA	\$7,500.00	\$7,500.00	\$6,259.00	\$6,259.00	\$6,425.00	\$6,425.00
503.4.1.A.1	CLEANOUT, SIZE 6", TRAFFIC RATED	5	EA	\$2,600.00	\$13,000.00	\$1,135.00	\$5,675.00	\$1,262.00	\$6,310.00
601.4.1.A.5.A	STORM PIPE, SIZE 6", TYPE SDR-35 PVC (INCLUDES EXCAVATION, BEDDING, BACKFILL, ETC.)	260	LF	\$73.00	\$18,980.00	\$33.00	\$8,580.00	\$28.00	\$7,280.00
601.4.1.A.5.B	STORM PIPE, SIZE 10", TYPE SDR-35 PVC (INCLUDES EXCAVATION, BEDDING, BACKFILL, ETC.)	180	LF	\$94.00	\$16,920.00	\$42.70	\$7,686.00	\$39.00	\$7,020.00
601.4.1.A.5.C	STORM PIPE, SIZE 12", TYPE SDR-35 PVC (INCLUDES EXCAVATION, BEDDING, BACKFILL, ETC.)	240	LF	\$120.00	\$28,800.00	\$50.80	\$12,192.00	\$46.00	\$11,040.00
602.4.1.E.1	CATCH MANHOLE	2	EA	\$2,800.00	\$5,600.00	\$3,224.00	\$6,448.00	\$3,397.00	\$6,794.00
602.4.1.F.1	CATCH BASIN, CITY OF POST FALLS TYPE 1, "LOW POINT" GRATE	4	EA	\$2,800.00	\$11,200.00	\$2,356.00	\$9,424.00	\$2,549.00	\$10,196.00
705.4.1.A.1	CONCRETE PAVEMENT, 4" THICKNESS	6	SY	\$130.00	\$780.00	\$70.80	\$424.80	\$62.00	\$372.00
706.4.1.A.3.A	6" VERTICAL CURB (NO GUTTER)	650	LF	\$49.00	\$31,850.00	\$39.00	\$25,350.00	\$36.00	\$23,400.00
706.4.1.A.3.B	FLUSH VERTICAL CURB (NO GUTTER)	260	LF	\$38.00	\$9,880.00	\$36.60	\$9,516.00	\$35.00	\$9,100.00
802.4.1.A.1.A	CRUSHED AGGREGATE, TYPE 1, 4" THICKNESS	520	CY	\$32.00	\$16,640.00	\$45.70	\$23,764.00	\$69.00	\$35,880.00
802.4.1.A.1.B	CRUSHED AGGREGATE, TYPE 1, 6" THICKNESS	320	CY	\$32.00	\$10,240.00	\$56.80	\$18,176.00	\$63.00	\$20,160.00
802.4.1.A.1.C	CRUSHED AGGREGATE, TYPE 1, 2" THICKNESS	0.5	CY	\$32.00	\$16.00	\$830.00	\$415.00	\$88.00	\$44.00
810.4.1.A.1	ASPHALT PAVEMENT, SP3 PG 58-28 W/ 1/2" AGGREGATE, 3" THICKNESS	800	TON	\$205.00	\$164,000.00	\$116.00	\$92,800.00	\$129.00	\$103,200.00
1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$3,200.00	\$3,200.00	\$1,409.00	\$1,409.00	\$2,329.00	\$2,329.00
1003.4.1.C.1	SILT FENCE	100	LF	\$12.00	\$1,200.00	\$5.00	\$500.00	\$5.50	\$550.00
1006.4.1.B.1	RIPRAP OUTLET PROTECTION	1	EA	\$625.00	\$625.00	\$476.00	\$476.00	\$458.00	\$458.00
1006.4.1.C.1	INLET PROTECTION	5	EA	\$320.00	\$1,600.00	\$112.00	\$560.00	\$228.00	\$1,140.00
2030.4.1.C.1	VALVE BOX, ADJUST TO GRADE	1	EA	\$810.00	\$810.00	\$540.00	\$540.00	\$876.00	\$876.00
2030.4.1.D.1	MISC UTILITY, ADJUST TO GRADE	1	EA	\$1,560.00	\$1,560.00	\$732.00	\$732.00	\$972.00	\$972.00
2040.4.1.A.1	CHAIN LINK FENCE W/ CLASS 1 HARDWARE	270	LF	\$80.00	\$21,600.00	\$55.99	\$15,117.30	\$39.00	\$10,530.00
SP-014500	QUALITY CONTROL	1	LS	\$19,000.00	\$19,000.00	\$14,750.00	\$14,750.00	\$19,118.00	\$19,118.00
SP-015000	TEMPORARY SECURITY FENCE	800	LF	\$28.00	\$22,400.00	\$5.00	\$4,000.00	\$4.50	\$3,600.00
SP-015639	TREE PROTECTION ZONES	1	LS	\$320.00	\$320.00	\$1,463.00	\$1,463.00	\$1,792.00	\$1,792.00
SP-015713	CONCRETE WASHOUT AREA	1	EA	\$6,000.00	\$6,000.00	\$747.00	\$747.00	\$830.00	\$830.00
SP-015726	DUST CONTROL	1	LS	\$10,000.00	\$10,000.00	\$12,794.00	\$12,794.00	\$3,585.00	\$3,585.00
SP-017123	CONSTRUCTION SURVEYING (CONTRACTOR PROVIDED)	1	LS	\$27,000.00	\$27,000.00	\$13,983.00	\$13,983.00	\$13,980.00	\$13,980.00
SP-033000.A	CONCRETE RETAINING WALL, 1' WIDE WITH REINFORCEMENT	1	LS	\$40,000.00	\$40,000.00	\$57,000.00	\$57,000.00	\$44,652.00	\$44,652.00
SP-033000.B	CONCRETE PAD, 6" THICK WITH REINFORCEMENT	330	SY	\$165.00	\$54,450.00	\$82.60	\$27,258.00	\$77.00	\$25,410.00
SP-101453	ADA PARKING SIGNAGE	1	EA	\$790.00	\$790.00	\$584.00	\$584.00	\$591.00	\$591.00
SP-260000	ELECTRICAL	1	LS	\$172,500.00	\$172,500.00	\$50,605.00	\$50,605.00	\$47,657.00	\$47,657.00
SP-321713	CONCRETE PARKING BUMPER, 6' LONG	13	EA	\$200.00	\$2,600.00	\$177.00	\$2,301.00	\$179.00	\$2,327.00
SP-321723.A	WHITE PARKING STALL MARKINGS, 4" WIDE	910	LF	\$5.20	\$4,732.00	\$1.80	\$1,638.00	\$2.00	\$1,820.00
SP-321723.B	ACCESSIBLE PARKING SPACE MARKING	1	EA	\$1,000.00	\$1,000.00	\$148.00	\$148.00	\$149.00	\$149.00
SP-323111	24' MOTORIZED CHAIN LINK VEHICULAR GATE (VERTICAL PIVOT)	2	EA	\$35,200.00	\$70,400.00	\$37,115.00	\$74,230.00	\$40,061.00	\$80,122.00
SP-328400	LANDSCAPE IRRIGATION	1	LS	\$62,200.00	\$62,200.00	\$37,760.00	\$37,760.00	\$38,935.00	\$38,935.00
SP-329300	LANDSCAPE PLANTING	1	LS	\$96,500.00	\$96,500.00	\$74,340.00	\$74,340.00	\$89,029.00	\$89,029.00
SP-334200	DOUBLE DEPTH DRYWELL	1	EA	\$4,500.00	\$4,500.00	\$4,249.00	\$4,249.00	\$4,774.00	\$4,774.00
SP-334433	MITERED DRAIN GRATE	1	EA	\$2,650.00	\$2,650.00	\$904.00	\$904.00	\$1,922.00	\$1,922.00
BID SCHEDULE TOTALS					\$1,322,603.00		\$905,309.10		\$869,213.00



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Robbie Quinn, Parks Planner
From: Christopher Gabbert, Deputy City Attorney
Date: May 20, 2025
Re: May 13, 2025, Bid Opening – 3rd Avenue Shop Parking Lot

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about May 13, 2025, I received copies of two (2) bids that were received and opened by the Deputy City Clerk at or about 1:00 p.m.

The bids consisted of submissions from LaRiviere Inc. (\$869,213.00) and Big Sky ID Corp. (\$905,309.10). Based upon the bid totals, LaRiviere Inc. ("LaRiviere") appears to be the lowest responsive bidder. I have reviewed their submissions and that bid leads me to conclude that LaRiviere is the lowest responsive bidder and if the City intends to award the bid, then it should be awarded to LaRiviere. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by LaRiviere was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. Executed Non-Collusion Affidavit;
 - e. The attestations and documents were executed by the president of the corporation.
3. I researched the Public Works License of LaRiviere to confirm the validity of the license, the level of the license, and the approved types of work. LaRiviere is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-17425. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars (\$5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license.

Based upon my review LaRiviere is compliant with Idaho Law, the city of Post Falls procurement standards, and is the lowest responsive bidder at \$869,213.00 which is \$36,096.10 lower than the next responsive bidder, Big Sky ID, Corp.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to theorize on the technical aspects.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Chris Gabbert".

Christopher Gabbert
Deputy City Attorney

SECTION 00 52 00 - AGREEMENT FORM

This Agreement is dated as of the _____ day of _____ the year 2025 by and between **The City of Post Falls**, (hereinafter called Owner) and LaRiviere, Inc., (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Schedule A - 3rd Avenue Parks Shop Parking Lot - Phase 1

ARTICLE 2 ENGINEER

The Project has been designed by Ardurra Group, Inc., 7950 Meadowlark Way, Suite A, Coeur d'Alene, Idaho 83815, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIME

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as defined in Section 1.01 and as stated in Section 14.04 of the General Conditions; and shall be Complete and ready for Final Payment, in accordance with Section 14.07 of the General Conditions; in accordance with the following:

	Substantial Completion	Final Completion	Liquidated Damages per Calendar Days
Schedule A	100 Calendar Days	115 Calendar Days	\$1000 after Substantial Completion \$500 after Final Completion

3.2 The Contractor will be given authorization to commence construction upon issuance of the Notice to Proceed. The Contract Time shall commence upon the Notice to Proceed date as described in the Section 00 73 00 - Supplementary Conditions.

3.3 Liquidated Damages: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 10 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially complete on time. Owner and Contractor agree that

as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1000 for each day that expires after the time specified in the paragraph above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in the paragraph above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 CONTRACT PRICE

Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds as follows: **\$869,213.00**. See copy of Contractor's Bid (and attachments) marked Exhibit 1, attached.

ARTICLE 5 PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions on or about the 26th day of each month. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 Progress Payments: Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Section 14.02 of the General Conditions.

5.1.1. Prior to Final Completion, progress payments will be in an amount equal to 95% of the Work completed, less aggregate of payments previously made and less such amounts as Engineer shall determine in accordance with Section 14.02 of the General Conditions.

5.1.2. The Contractor is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 30 (thirty) days from the date of approval of the payment request by the Owner.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Section 14.07.

5.3 Payments to Subcontractors: The Contractor agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the Owner. The Contractor agrees further to return retainage payments to each subcontractor within 30 days

after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. Failure by the Contractor to carry out these requirements shall be a material breach of this Agreement.

ARTICLE 6 INTEREST

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- 7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 7.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- 7.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- 7.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are

necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- 7.7 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 7.8 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Contractor is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Contractor is obligated to inform the Owner.
- 7.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

- 8.1 This Agreement, pages 1 to 9, inclusive.
- 8.2 Performance and Payment Bonds.
- 8.3 Certificates of Insurance.
- 8.4 Notice of Award.
- 8.5 Construction Documents and Specifications bearing the title: **3rd Avenue Parks Shop Parking Lot - Phase 1**, dated April 2025, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated , thereof, copy of Table of Contents attached.
- 8.6 Drawings bearing the title: **3rd Avenue Parks Shop Parking Lot - Phase 1**, dated March 2025, consisting of sheets numbered C0.0 through E-003, inclusive.
- 8.7 Addendums Numbered #1 , dated May 2, 2025; **3rd Avenue Parks Shop Parking Lot - Phase 1**.

8.8 Contractor's Bid, dated May 13, 2025, including Additional Bid Forms, attached.

8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions. Copies of the appropriate forms are included in Section II of the document referenced in item 8.5 above.

ARTICLE 9 MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 OTHER PROVISIONS

10.1 Contractor's Certifications

10.1.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.1.1:

10.1.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

10.1.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment

of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.1.1.3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

10.1.1.4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.2 Other Provisions

10.2.1. The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:

10.2.1.1. To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;

10.2.1.2. That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

10.2.1.3. That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

10.2.2. Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

10.3 Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

10.4 The Contractor shall not commence work on the project until receipt of the Notice To Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

10.5 Additional Requirements of the State of Idaho: The clauses contained in this Article 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 Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

10.5.1. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor 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).

10.5.2. Government of China: Contractor 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.

10.5.3. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, Contractor 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).

10.5.4. Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on 3rd Ave Parks Shop Parking Lot Phase 1 in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on 3rd Ave Parks Shop Parking Lot Phase 1, Contractor may employ up to ten (10%) nonresidents on 3rd Ave Parks Shop Parking Lot Phase I. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if 3rd Ave Parks Shop Parking Lot Phase I involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

In witness whereof, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, 2025.

Owner:

By: _____

Name: _____

Title: _____

Date: _____

Address for giving notices:

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Address for giving notices:

License No:

Agent for service of process:

Notary Public in and for the State

Of _____

Residing at: _____

My Commission expires: _____

Title: _____
Copy: Engineer



May 16, 2025

*Robbie Quinn
408 N Spokane Street
Post Falls, ID 83854*

E-MAIL DELIVERY WITH PDF ATTACHMENT

rquinn@postfalls.gov

RE: 3rd Avenue Parks Shop Parking Lot
Additional Services Addendum #3
Construction Management Services

Dear Robbie:

Ardurra Group, Inc. is pleased to provide the enclosed Additional Services Addendum (ASA) for the referenced project. The ASA is pursuant to our agreement dated *April 4th, 2023*.

Please sign the attached ASA and return the fully executed copy to me. We will commence the services described in the ASA upon receipt of the fully executed copy. In the interim, please do not hesitate to call with questions.

Sincerely,

Zach Thompson, PE
Office Manager

Enclosure(s)



ADDITIONAL SERVICES ADDENDUM #3

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the original Consulting Services Agreement for Black Bay Park Maintenance Yard Parking Lot dated April 4, 2023, by and between Ardurra Group, Inc. (Consultant), and the *City of Post Falls* (Client) for the Professional Services described below.

PROJECT NAME: 3rd Avenue Parks Shop Parking Lot

CLIENT: City of Post Falls

ARDURRA PROJECT NUMBER: 230061

1. Description of additional services to be provided by Consultant (attach additional pages, if necessary):

A. Construction Management Services
See attached Exhibit A for detailed scope of services

2. Estimated Completion Date: September 15, 2025

3. The compensation to be paid Ardurra for providing the requested services shall be:

<u> </u>	A.	Lump Sum amount of: \$ <u> </u> NA
<u> X </u>	B.	A Not to Exceed Time and Materials charge of \$ <u>121,785</u>
<u> </u>	C.	Unit Cost/Time Charges [<i>provide description</i>]

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc.

CLIENT: City of Post Falls

SIGNED: 
TYPED NAME: Zach Thompson
TITLE: Senior Project Manager
DATE: 5/16/2025

SIGNED: _____
TYPED NAME: _____
TITLE: Mayor, City of Post Falls
DATE: _____

Return one fully executed copy to Consultant

3rd Avenue Parks Shop Parking Lot Phase 1 Construction Management Services

Additional Services Addendum #3

EXHIBIT A SCOPE OF SERVICES AND PROJECT BUDGET

Presented To:

Robbie Quinn
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

Presented By:

Zach Thompson, P.E.
Project Manager



CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 • FAX 208-762-3708

May 20, 2025

3rd Avenue Parks Shop Parking Lot Phase 1 Construction

Ardurra Group, Inc. is pleased to have the opportunity to present this scope of work and fee estimate to the City of Post Falls for construction management services for construction of Phase 1 of the 3rd Avenue Parks Shop project.

SCOPE OF WORK

The City of Post Falls is implementing improvements to the 3rd Avenue Parks Shop Parking Lot as outlined in the 3rd Avenue Parks Shop Parking Lot Phase 1 construction drawings. Improvements include modifications to the entrance, parking lot regrading and paving, sidewalk and curb, dumpster z-walls, lawn grading, landscape architecture and associated utility improvements. The estimated fees are based on the associated work windows compared to total contract days on the project for the bid schedule.

The following assumptions are made for this Scope of Services:

1. The City shall be responsible for payment of all agency review and/or application fees.
2. Compaction testing services will be provided by the contractor.
3. Attendance at City Council meetings is not included but can be added at the City's request.
4. Preparation of a SWPPP and filing a Notice of Intent (NOI) with DEQ is not anticipated.
5. City Staff will provide coordination with the Public during design and construction.
6. The Contractor will provide Traffic Control Plans. Preparation of Traffic Control Plans is not included as part of this contract.
7. Active construction is assumed to be no longer than 3 months.

Ardurra proposes to provide the following engineering services to support the project.

1. **Project Management and Coordination**

Project Management: Conduct daily management of the project and administrative tasks of a general nature as required over the duration of the project. This task includes efforts for coordination with the City of Post Falls, subconsultants, quality control, communications, and general project management to maintain continuity and flexibility. This task also includes time for monthly billings and monitoring budget items.

2. **Construction Administration/Observation:**

Construction Administration (Office): Provide support and attend one (1) pre-construction conference after contract has been awarded to contractor. Provide office administration support and City coordination and correspondence during construction as City may request or as work activities require. In addition this includes submittals review, quality control testing review, review and preparation of contractor pay requests, and preparation of change order documentation. An allowance of time is included for this task. Assumes 2 hours per week for Project Manager and 6 hours per week for a staff engineer, a total of 12 weeks of construction is anticipated. Additional construction administration at the request of the City will be billed on a time and materials basis. Electrical upgrade related administration will be provided by JUB as a sub-consultant to Ardurra. (See Exhibit D).

Construction Observation: Conduct construction observation during construction to observe conformance of work with the engineering documents as required to allow the Consultant to certify construction was completed in accordance with approved plans and specifications. Observation activities may include but are not limited to: Construction Diaries, Materials Review, Testing Procedure, Workmanship Observation, Quantity Tracking, Erosion and Sediment Control Compliance, Punch List, etc. For this scope and budget, it is assumed that the Consultant will be on-site daily during construction, assuming twenty (12) weeks of construction at 24 hours per week for the on-site representative. Additional construction observation will be billed on a time and materials basis. Weekly construction meetings will be held throughout the duration of the project with preparation of Agendas and Minutes. Electrical upgrade related observation will be provided by JUB as a sub-consultant to Ardurra. (See Exhibit D). Special inspections for concrete and concrete testing and an allotment of time for advising recommendations should unsuitable soils be encountered will be provided by Allwest as a subconsultant to Ardurra (See Exhibit E).

Substantial and Final Completion Inspection: Conduct one (1) site visit for substantial completion inspection with the City Inspectors and Contractor. Prepare punch list of work remaining and distribute to contract parties. Conduct one (1) site visit for a final completion inspection with the City and issue certificate of Final Completion. Electrical upgrade related inspections and punch lists will be provided by JUB as a sub-consultant to Ardurra. (See Exhibit D).

3. Closeout

Record Drawings: Prepare record drawings for submittal to the City based on marked-up plans from the contractor. Electrical upgrade record drawings will be provided by JUB as a sub-consultant to Ardurra. Submittal shall be in conformance with City as-built and electronic submittal standards for incorporation into the City GIS system.

Estimated Fees and Expenses:

The time and materials fee for services to be provided is included in this scope of work. The portion of the work that is invoiced monthly will be based on Consultant's time spent. If approved in writing by the City, additional services, if required, will be billed on an hourly rate in accordance with the attached Functional Fee Schedule, Exhibit B.

Bid Schedule A

1. Project Management/Coordination (T&M Not to Exceed)	\$ 12,000
2. Closeout/Record Drawings (T&M Not to Exceed)	\$ 4,480
3. Construction Admin Services Task 2 (T&M Not to Exceed)	\$ 90,230
4. Sub-consultants (T&M Not to Exceed)	\$ 14,500
5. Reimbursables	\$ 575

Total	\$ <u>121,785.00</u>
--------------	-----------------------------

The following services are specifically excluded from this agreement, but may be added by written authorization of the Client:

- Master Planning and/or Capital Improvement Planning.
- Preparation of environmental studies such as wetlands delineation, biological assessment, endangered species documentation, environmental assessment, or environmental impact statements.
- Landscape design.
- Boundary Surveying
- Construction Surveying
- Effort required to check, confirm, or reset existing survey control disturbed or destroyed during construction.
- Architectural or structural services.
- Laboratory fees.
- Preparation of a SWPPP.
- Preparation of stormwater report.
- Legal services.
- Agency submittal fees, review fees or permit fees.
- Client inspired changes or unforeseen changes arising due to regulatory decisions.
- Any services, product or professional responsibility not specifically described above.



EXHIBIT ' B '
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective January 1, 2025

I. PERSONNEL	
Regional Manager/Director	\$270.00 - \$350.00 /hour
Project Manager	\$155.00 - \$350.00 /hour
Project Engineer	\$120.00 - \$225.00 /hour
Staff Engineer	\$115.00 - \$200.00 /hour
Environmental Specialist	\$130.00 - \$280.00 /hour
Aviation Planner	\$160.00 - \$325.00 /hour
Construction Manager	\$120.00 - \$205.00 /hour
GIS Specialist	\$125.00 - \$220.00 /hour
Inspector/Technician	\$90.00 - \$210.00 /hour
Information Technology	\$120.00 - \$150.00 /hour
Administrative	\$85.00 - \$240.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$125.00 - \$200.00 /hour
III. SURVEYING	
Survey Manager	\$185.00 - \$270.00 /hour
Project Surveyor	\$180.00 - \$230.00 /hour
Survey Technician	\$110.00 - \$155.00 /hour
IV. SURVEY EQUIPMENT	
Aquatic Survey Vessel	\$200.00 /hour
GPS or Robotic Survey Equipment	\$75.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /flight
LiDAR System	\$800.00 /hour
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
Traffic Modeling Software	\$36.00 /hour
CADD and Other Technical Software	\$10.00 /hour
SMS Software	\$25.00 /hour
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.67 - 0.75 /mile
ATV Vehicle	\$20.00 /hour
VIII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

- Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
3. This fee schedule is subject to periodic adjustment.

Exhibit D



April 30, 2025

Ardurra
7950 N. Meadowlark Way, Suite A
Coeur d' Alene, ID 83815

Attention: Mr. Zach Thompson, P.E.

Subject: Post Falls 1220 E. 3rd Ave. Parking Lot Lighting
Proposal for Electrical Engineering Services - CMS

Dear Zach:

Thank you for the opportunity to submit this proposal for electrical engineering services to assist Ardurra with the subject project.

UNDERSTANDING OF PROJECT

The design is complete and the project is out for bid. J-U-B Engineers proposes to provide the construction phase services related to the electrical design.

APPROACH AND DELIVERABLES

We will provide assistance during the construction phase of the project by reviewing the Contractor's submittals and shop drawings, conducting site visits to verify conformance with the contract documents, reviewing the Contractor's O&M manuals, and providing record drawings.

A detailed list of design tasks and associated deliverables are identified below:

ASSISTANCE DURING CONSTRUCTION PHASE TASKS

1. Review Contractor's shop drawings and submittal data.
2. Conduct site visits and prepare punchlist(s) of the electrical construction deficiencies.
3. Review Contractor's Operation and Maintenance Manuals.
4. Prepare record drawings.

ASSUMPTIONS

1. An initial on-site project kick-off meeting will be required to discuss and determine the specific design requirements for the desired system improvements.

STANDARDS

J-U-B Engineers, Inc. shall perform this work in accordance with the applicable sections of the following standards organizations during the design of this project:

- NFPA No. 70 - National Electrical Code (NEC)
- Instrumentation Society of America (ISA)
- National Electrical Manufacturers Assoc. (NEMA)

- Underwriters Laboratories (UL)
- Institute of Electrical and Electronics Engineers (IEEE)

DOCUMENT FORMAT

All drawings will be prepared in AutoCAD Release 2024.

SCHEDULE

J-U-B Engineers, Inc. is prepared to begin work on this project upon notice to proceed and will work to support the project schedule.

PRICE AND TERMS OF COMPENSATION

J-U-B Engineers, Inc. proposes to work on this project on a fixed fee basis in the amount of **\$4,500**. Invoices will be sent monthly, indicating percent complete and the total amount of the invoice. Invoices will be due and payable when received. A 1.75% fee will be added to the invoice after 60 days.

We appreciate this opportunity to provide our services to you and the City. After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. We look forward to working with you on this interesting project.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Raymond J. Watkins, P.E.



May 16, 2025

Exhibit E

Zach Thompson
Ardurra
7950 Meadowlark Way Ste A
Coeur D'Alene, ID 83815

**Subject: Proposal for Construction Materials Testing & Special Inspections
Post Falls Parks Maintenance Facility
1220 E 3rd Ave
Post Falls, Idaho 83854
ALLWEST Proposal No. 125-081P**

Greetings:

ALLWEST is pleased to provide you with the following proposal and cost estimate for construction materials testing at the above-referenced project in Coeur d' Alene, Idaho. Based on a review of the plans and specifications, we are confident that our firm will provide the necessary special inspection services in a cost effective, timely, and professional manner. **The attached cost estimate summarizes our unit prices and our estimated fees to provide our services.**

PROJECT DESCRIPTION

The project involves the rework of an existing facility parking lot, to include the possible removal of undocumented fill. The work will also consist of concrete reinforced wall structures that require special inspections and testing. This is indicated as Phase 1 of the project and future work is not included in this scope.

QUALIFICATIONS AND PERSONNEL

ALLWEST employs a staff of qualified engineers, inspectors, and technicians in our six offices located in Hayden, Lewiston, and Meridian, Idaho; Spokane Valley and Tri-Cities, Washington; and Missoula, Montana. These include registered professional engineers and over fifty inspectors and technicians. Our offices maintain a national accreditation through AASHTO Materials Reference Laboratory (Resource). Our offices employ ICC certified technicians and inspectors. Additionally, our inspectors and technicians maintain ACI and WAQTC certifications.

690 W. Capstone Ct., Hayden, ID 83835
Phone: 208.762.4721 • Fax: 208.762.0942

Hayden, ID • Lewiston, ID • Meridian, ID • Spokane Valley, WA • Tri-Cities, WA • Missoula, MT

www.allwesttesting.com

SCOPE OF SERVICES

- **Native soils:** including sampling, testing, and in-place density testing
- **Aggregates:** including sampling, testing, and in-place density testing
- **Concrete:** including concrete testing for concrete placed structures, including compressive strength testing
- **Special Inspection:** including reinforced concrete

Civil Planset referenced in preparation of this estimate was produced by Ardurra on December 13, 2024. Structural Planset referenced in preparation of this estimate was produced by Ardurra dated December 18, 2023.

Please verify the components of the scope of work noted above and advise as to potential additions / subtractions.

Our estimate is based upon our anticipated number of visits required to complete our services. If quantities or frequencies change, a corresponding change in price would occur. Rates are based upon an 8-hour workday, Monday through Friday. A 1.5 per hour surcharge for work performed above 8 hours per day will be added. Work performed on weekends or holidays will be billed at two times the unit rate. ALLWEST will invoice on a time and materials basis, portal to portal with a two-hour minimum. Requested services not shown in the attached cost estimate table will be invoiced at unit rates at our current Hayden Schedule of Fees.

REMARKS

We appreciate the opportunity to submit this proposal and cost estimate. We look forward to serving your inspection needs. If you have any questions or need additional information, please do not hesitate to call me at (208) 762-4721.

Sincerely,

ALLWEST Testing & Engineering, LLC



Brett Simpson
Area Manager
Attached: Cost Estimate, Professional Services Agreement



GEOTECHNICAL | ENVIRONMENTAL
MATERIALS TESTING | SPECIAL INSPECTION

AN EMPLOYEE-OWNED COMPANY



Cost Estimate

125-081P - Post Falls Parks Maintenance Facility

Post Falls, Idaho

	Quantity	Unit	Rate	Totals
Native Soils				
Project Geologist	24	HR	\$ 150.00	\$ 3,600.00
<i>Estimate 6 trips of 4 hours each , includes travel time</i>				
Field Technician - Sampling	3	HR	\$ 90.00	\$ 270.00
<i>Estimate 1 trip(s) of 3 hours each, includes travel time</i>				
Field Technician - In Place Density Tests	9	HR	\$ 90.00	\$ 810.00
<i>Estimate 3 trips of 3 hours each, includes travel time</i>				
Nuclear Densometer	6	DAY	\$ 45.00	\$ 270.00
Modified Proctor (ASTM D 1557)	1	EA	\$ 190.00	\$ 190.00
Mileage	200	EA	\$ 0.98	\$ 196.00
<i>Estimate 10 site visit(s) of 20 miles roundtrip</i>				
Total:				\$ 5,336.00
Aggregates				
Field Technician - Sampling	3	HR	\$ 95.00	\$ 285.00
<i>Estimate 1 trip(s) of 3 hours each, includes travel time</i>				
Field Technician - In Place Density Tests	3	HR	\$ 95.00	\$ 285.00
<i>Estimate 1 trip(s) of 3 hours each, includes travel time</i>				
Nuclear Densometer	6	EA	\$ 45.00	\$ 270.00
Modified Proctor (ASTM D 1557)	1	EA	\$ 190.00	\$ 190.00
Mileage	40	EA	\$ 0.98	\$ 39.20
<i>Estimate 2 site visit(s) of 20 miles roundtrip</i>				
Total:				\$ 1,069.20
Concrete				
Field Technician	8	HR	\$ 95.00	\$ 760.00
<i>Estimate 2 trip(s) of 4 hours each, includes travel time</i>				
Field Technician - Sample pick up	6	HR	\$ 95.00	\$ 570.00
<i>Estimate 2 trip(s) of 3 hours each, includes travel time</i>				
Concrete Cylinders Compressive Strength	10	EA	\$ 30.00	\$ 300.00
<i>(2 sets of 5) 4"X8" Concrete Cylinders</i>				
Mileage	80	EA	\$ 0.98	\$ 78.40
<i>Estimate 4 site visit(s) of 20 miles roundtrip</i>				
Total:				\$ 1,708.40
Special Inspections And Commercial Building Inspection				
Reinforced Concrete Special Inspector	6	HR	\$ 100.00	\$ 600.00
<i>Estimate 2 site visit(s) of 3 hours each, includes travel</i>				
Mileage	40	EA	\$ 0.98	\$ 39.20
<i>Estimate 2 site visit(s) of 20 miles roundtrip</i>				
Total:				\$ 639.20
Project Management and Administration				
Project Manager	4	HR	\$ 140.00	\$ 560.00
Administrative Assistant - Clerical	6	HR	\$ 80.00	\$ 480.00
Total:				\$ 1,040.00
Total Fee Estimate:				\$ 9,792.80



Professional Services Agreement for Construction Materials Testing and Inspection Services

THIS AGREEMENT, effective as of May 16, 2025, is between Ardurra ("Client") and ALLWEST Testing & Engineering, Inc ("Consultant"). The Scope of Services is described in ALLWEST'S attached Proposal, dated May 16, 2025, which is hereby incorporated into and made a part of this Agreement. Consultant shall perform the scope of services detailed in our proposal attached to this agreement. This agreement may be amended in writing with the consent of both parties. It is possible for us to provide a more or less comprehensive evaluation of the project which would increase or decrease our fees. You have reviewed our scope of services and agree that it is reasonable for your project.

1. SCOPE OF SERVICES: Consultant will perform the Scope of Services described in our attached Proposal in a consistent manner with the level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale under similar circumstances at the time the scope of services are performed. No warranty or guarantee, either expressed or implied, is intended or included with our services.

2. COMPENSATION AND TERMS OF PAYMENT: Client agrees to provide payment for services rendered. Consultant will invoice for services in accordance with the terms of the attached proposal or on a monthly basis. All invoices are due within thirty (30) days. Invoices not paid within thirty (30) days will be assessed a late penalty of 1.5% per month. Delinquent accounts will also be responsible for all costs and legal fees incurred during collection. Consultant reserves the right to stop work if invoices are not paid within thirty (30) days. Limitations stated in the Proposal on the amount to be billed are estimates only, and are not an agreement by Consultant that it will complete the services for the estimated amount. Client will reimburse Consultant for any costs, including legal fees, associated with the collection of past due unpaid amounts.

3. SITE ACCESS AND RELEVANT INFORMATION: Client agrees to provide access and/or obtain permission for Consultant to enter upon all property as necessary to perform the Scope of Services. Consultant will exercise reasonable care to reduce damage, but Client recognizes that Consultant's operations and investigative equipment may unavoidably alter or affect the Project Site. The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated in the Proposal.

Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project Site, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures. Consultant shall be entitled to reasonably rely on all such information provided by Client. Consultant will endeavor to avoid damage to such pipes, utilities, and structures, but is not responsible for any damage to such items not properly identified in the information provided to it by Client. Consultant may reasonably rely on the accuracy and completeness of any information supplied by Client, without independently verifying its accuracy. Prior to the commencement of Services, Client will notify Consultant of any known potential health or safety hazard existing on or near the Project Site, with particular reference to hazardous materials or conditions.

4. HAZARDOUS MATERIALS: The term "hazardous materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever, including but not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies and potentially affected public of the existence of any hazardous materials located at the Project Site during performance of this Agreement. Any samples containing hazardous materials from the Project Site that are left over at the end of services will remain the property of and be returned to Client.

5. LIMITATIONS OF LIABILITY: The total cumulative liability of Consultant and its subcontractors, employees and agents to Client arising from Scope of Services under this Agreement, including any indemnity obligation and attorney's fees, will not exceed the gross compensation received by Consultant under this Agreement or \$50,000, whichever is greater. This limitation applies to all lawsuits, claims or actions that allege errors or omissions by Consultant, whether alleged in tort, contract, or under any other legal theory. Upon Client's written request, Consultant and Client may agree to increase the limitation to a greater amount in exchange for an increase in Consultant's fee. Neither Consultant nor Client will be liable to the other for any special, consequential, incidental, or penal losses or damages. Further, both Client and Consultant waive any right to sue, or otherwise make any claim against any of the other party's officers, directors, shareholders, or employees, past or present, as individuals.

6. INSURANCE: Consultant will maintain policies of general liability, automobile liability, workers compensation and professional liability insurance throughout the duration of this Agreement. Client will maintain property insurance sufficient to protect any property in which it has an insurable interest. Consultant and Client each waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims. Upon request, Consultant and Client will each provide the other with a certificate(s) of insurance evidencing the insurance required by this section.

7. INDEMNIFICATION OF CLIENT: Subject to the terms and limitations of this Agreement, Consultant agrees to indemnify and hold harmless Client (including its shareholders, officers, directors, and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and defense costs) or other losses, to the extent caused by Consultant's negligent performance of its Scope of Services under this Agreement. Consultant's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of Consultant's actual indemnity obligation hereunder.

Professional Services Agreement for Construction Materials Testing and Inspection Services

8. INDEMNIFICATION OF CONSULTANT: Client will indemnify and hold harmless Consultant (including its shareholders, officers, directors and employees) from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses, to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify, and hold harmless Consultant from and against any and all losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous material. The indemnity obligations and the limitations of liability established under this Agreement will survive its expiration or termination. If Consultant provides the Scope of Services to Client that the parties do not confirm in an executed amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement will apply to such Services as if the parties had executed an amendment.

9. MEDIATION: Consultant and Client agree to mediate any dispute regarding this Agreement or its performance as a precondition to instituting any legal action against the other, each party sharing equally the mediation fees and costs. The laws of the State of Idaho will govern the terms of this Agreement.

10. TERMINATION: Either party may terminate this Agreement for convenience by giving 14 days written notice to the other party, and for cause by giving 7 days written notice. If Client terminates this Agreement, in addition to any other compensation due under this Agreement, it will pay amounts incurred by Consultant in preparing to perform the Scope of Services, performing them, and in their orderly termination.

11. THIRD PARTY RELIANCE: This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

12. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement between Consultant and Client and supersedes any prior agreements. This Agreement may not be modified except in writing and executed by both parties.

13. ASSIGNMENT: During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Consultant shall transfer, assign, convey or sublet any right, claims, duty or obligation under it, nor any other interest therein without the prior written consent of the other party.

14. REUSE OF DOCUMENTS: Any reuse or modification of the Work by Owner or anyone obtaining it through Owner will be at Owner's sole risk and without liability to Consultant. Owner will defend, indemnify, and hold Consultant harmless from all third-party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of the Work by Owner or anyone obtaining it through Owner.

**ALLWEST TESTING &
ENGINEERING, INC.**

CLIENT

Signature:

Print Name:

Title:

Company:

ALLWEST Testing & Engineering, Inc.

Ardurra

Date:

Project:

Post Falls Parks Maintenance Facility ALLWEST Project: 125-080P



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Crown Reserve Phase 1 Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Crown Reserve Phase 1 subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 148-lot subdivision located north of the Crown Pointe Development and south of Hayden Avenue (see location map). The application was submitted by Medalist Development, Inc. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls. In addition to typical subdivision requirements, the City has requested additional work to be done by the Developer at City Cost.

Addendum I is for the construction of 850 feet of roadway improvements along the southern half of Bodine Ave. The additional 850 feet of roadway improvements were previously "cashed out" as part of the Crown Pointe 6th Addition in 2018 at \$83,708.50. Current costs to construct the improvements is estimated at \$246,002.50. An estimation was necessary due to uncertainty of site conditions for the quantities of removal and replacement of non-structural material on site. Costs have been reviewed and are reflective of current construction costs of similar work. Reimbursement would be done at the time of acceptance of improvements with funding from the City's Cash-Out account.

Addendum II is for the construction of 1,126 feet of a 20-inch sewer force main. The force main would be located within Bodine Ave. and is for the future transport of reclaimed water to the City's Land Application Sites. Installation of the force main at this time is to the City's advantage as it avoids future roadway reconstruction costs that would be incurred if the improvements were constructed after the roadway is in. Costs have been reviewed and are reflective of current construction costs of similar work. Costs to construct the improvements are estimated to not exceed \$362,436.69. Reimbursement would be done at the time of acceptance of improvements with funding from the City's Water Reclamation Capital Fund account.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 20, 2025 - Master Development Agreement (SUBD-24-5)

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$246,002.50 for Bodine Ave. improvements, from Developer Cash-Out accounts

\$362,436.69 for 1,126 feet of 20-inch force main, from Water Reclamation Capital Fund account

Acceptance of operations and maintenance costs for public roadways and sanitary sewer infrastructure with completion of improvements.

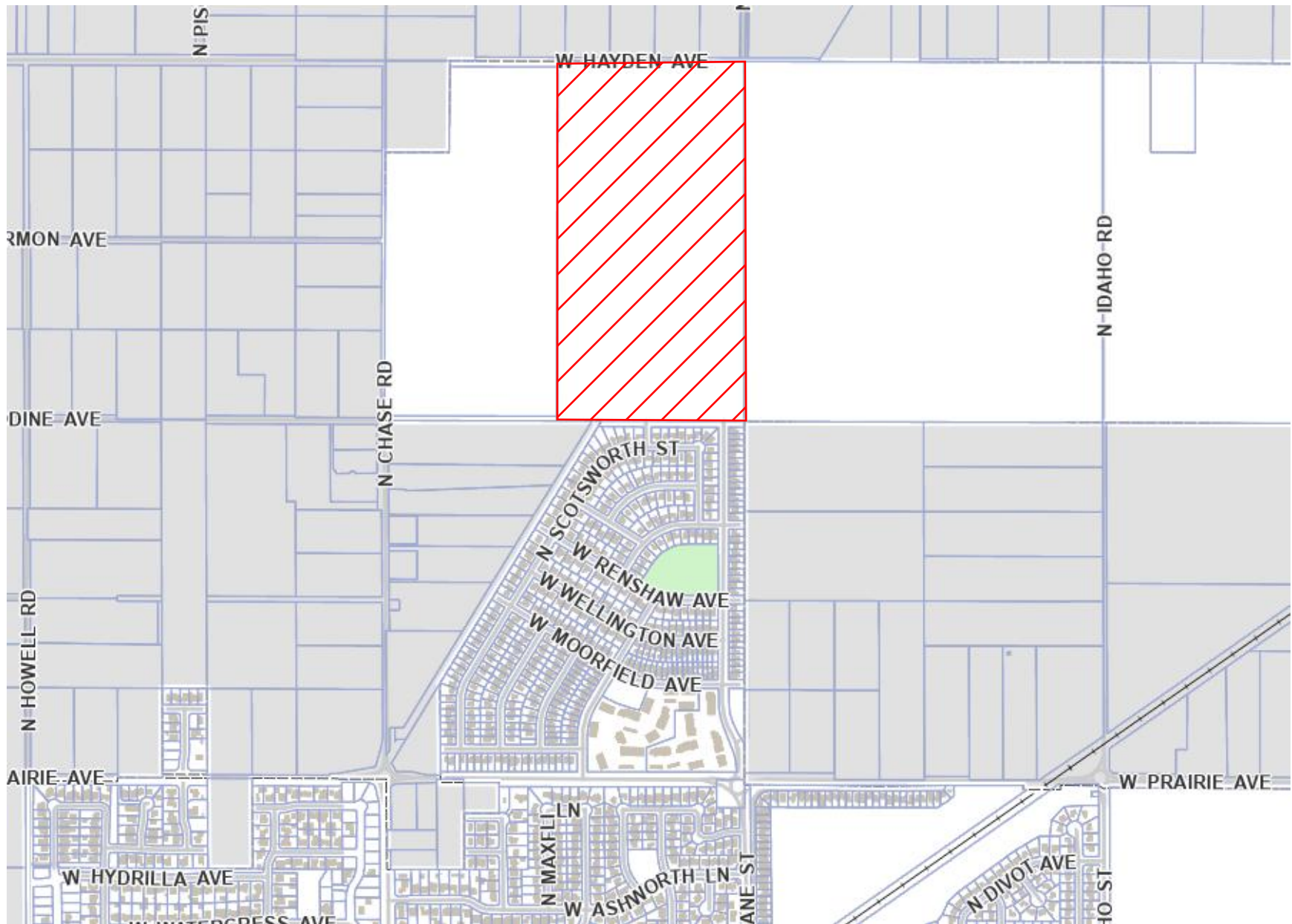
BUDGET CODE:

Cash-Out Account

Water Reclamation Capital Fund (651-463.3100.95520)

ATTACHMENTS:

1. Crown Reserve Phase 1 Location Map
2. Crown Reserve CIA PowerPoint
3. Draft CIA 5.22.25



CROWN RESERVE PHASE 1 LOCATION MAP

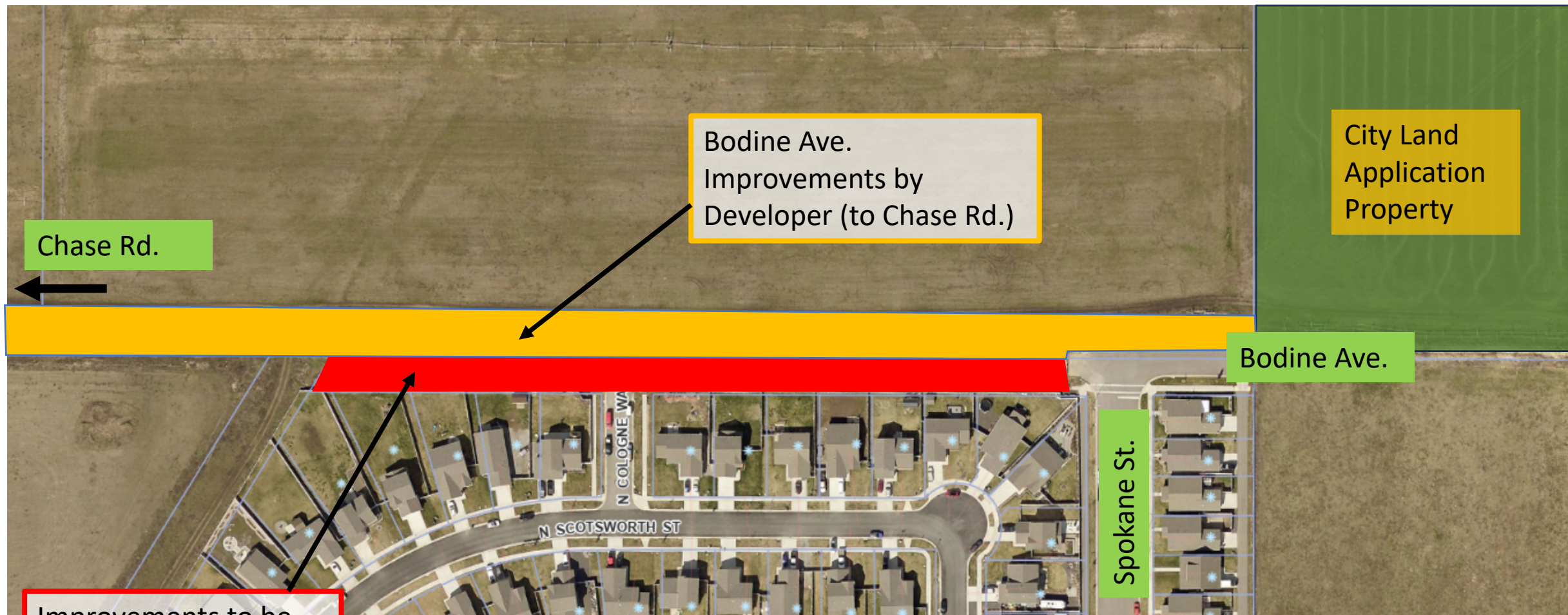
Crown Reserve, Phase I Construction Improvement Agreement (CIA)

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

June 3, 2025





Improvements to be reimbursed by City for Bodine Ave.

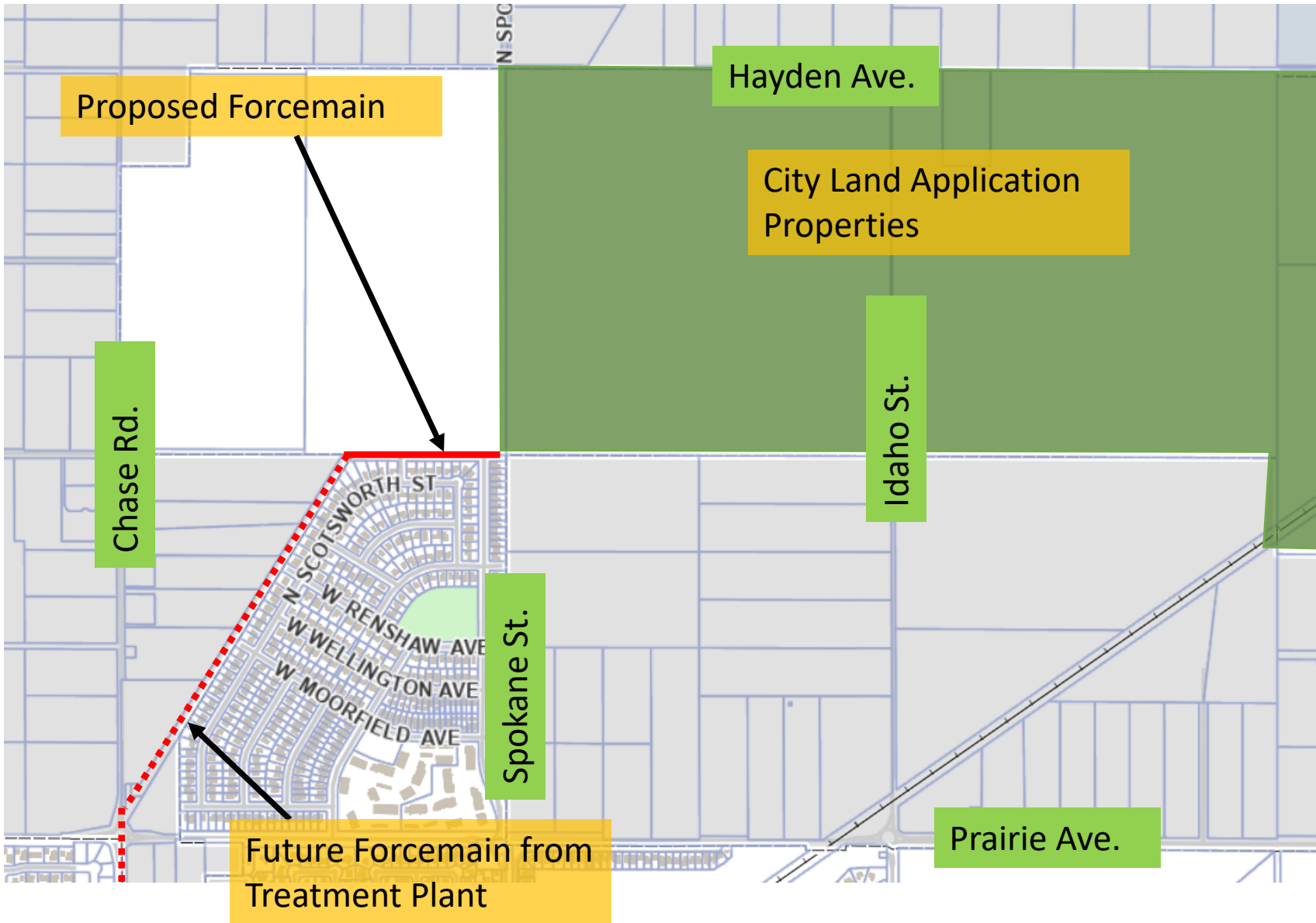
South Half of Roadway

- Removal of nonstructural soils
- Curb & gutter
- Storm water
- Roadway Illumination
- Sidewalk
- irrigation

Roadway Surface

- Centerline +10 feet (from Crown Pointe 6th Add Cash out)

City Cost: \$246,002.50
(Crown Pointe 6th Cash out)





Proposed 20-inch
Forcemain (1,126 feet)

City Land
Application
Property

Bodine Ave.

Future Forcemain from
Treatment Plant

City Cost: \$362,436.69 (Water Reclamation Capital Funds)

Crown Reserve, Phase I Construction Improvement Agreement (CIA)

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

June 3, 2025



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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Medalist Development, Inc.** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Crown Reserve – Phase 1**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

Taggart Jacklin
Medalist Development, Inc.
4752 W. Riverbend Ave
Post Falls, ID 83854
(208) 772-6745

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)
) :SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Crown Reserve – Phase 1

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

ATTACHMENT "A"

CROWN RESERVE SUBDIVISION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

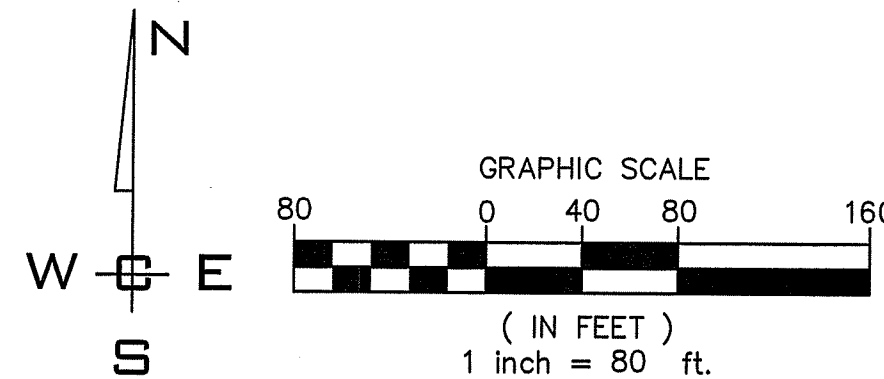
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

SHEET INDEX

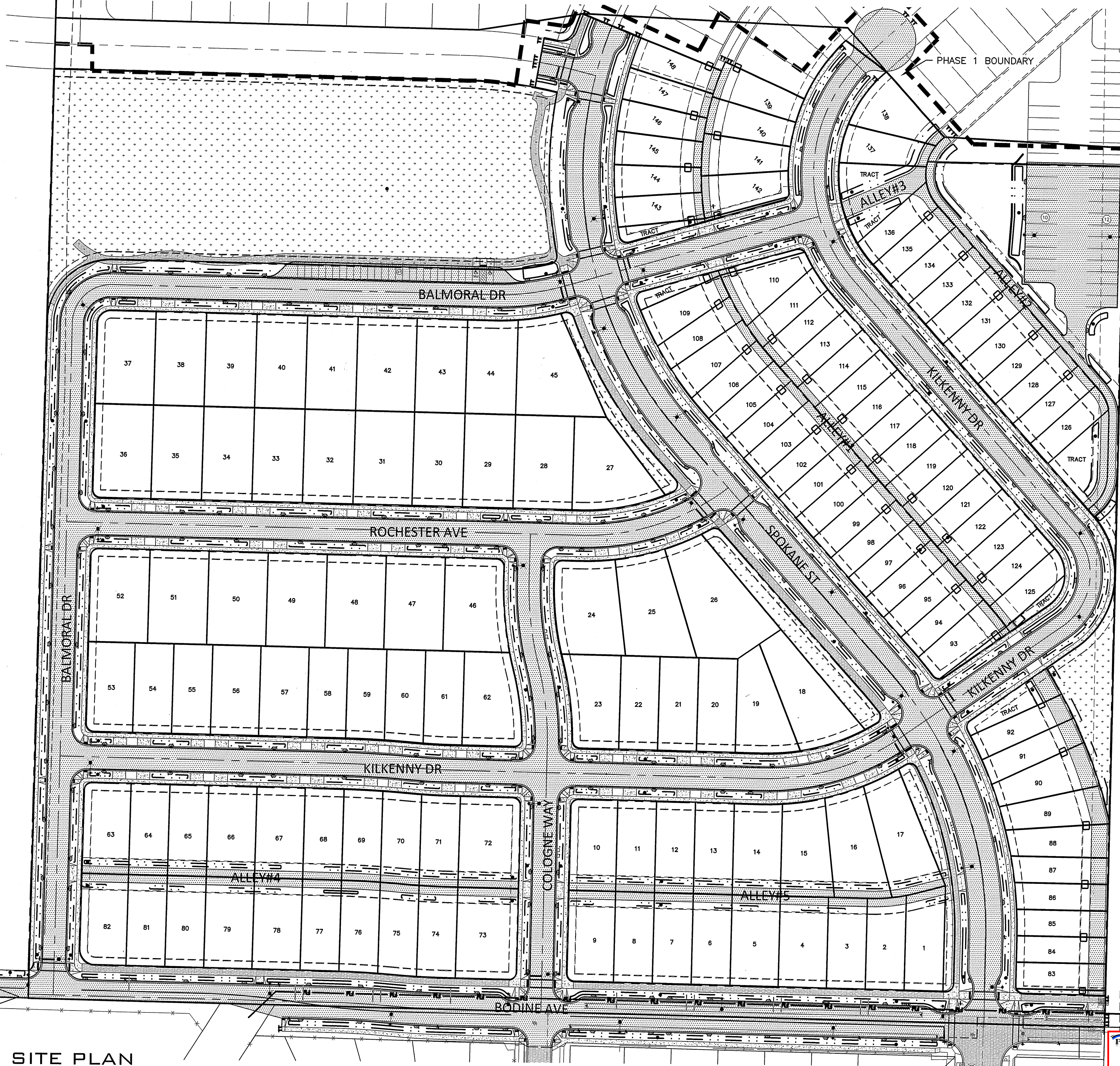
C0.0	COVER SHEET
C0.1	WCE GENERAL NOTES
C0.2	JURISDICTIONAL GENERAL NOTES
C3.0	BODINE AVE PLAN & PROFILE
C3.1	BODINE AVE PLAN & PROFILE
C3.2	BODINE AVE PLAN & PROFILE
C3.3	KILKENNY DR PLAN & PROFILE
C3.4	KILKENNY DR PLAN & PROFILE
C3.5	KILKENNY DR PLAN & PROFILE
C3.6	ROCHESTER AVE PLAN & PROFILE
C3.7	BALMORAL DR PLAN & PROFILE
C3.8	BALMORAL DR PLAN & PROFILE
C3.9	COLONGE WY PLAN & PROFILE
C3.10	SPOKANE ST PLAN & PROFILE
C3.11	SPOKANE ST PLAN & PROFILE
C3.12	ALLEY #1 PLAN & PROFILE
C3.13	ALLEY #1 PLAN & PROFILE
C3.14	ALLEY #2-3 PLAN & PROFILE
C3.15	ALLEY #4 PLAN & PROFILE
C3.16	ALLEY #5 PLAN & PROFILE
C3.17	INTERSECTION DETAILS
C3.18	INTERSECTION DETAILS CONT.
C3.19	INTERSECTION DETAILS CONT.
C3.20	INTERSECTION DETAILS CONT.
C3.21	SITE DETAILS
C3.22	LINE & CURVE DATA
C7.0	OVERALL UTILITY SHEET
C7.1	SEWER UTILITY
C7.2	LIGHTING, SIGNAGE, & STRIPING PLAN
C10.0	CITY OF POST FALLS DETAILS
C10.1	CITY OF POST FALLS DETAILS CONT.
C10.2	CITY OF POST FALLS DETAILS CONT.
C10.3	CITY OF POST FALLS DETAILS CONT.
C10.4	E. GREENACRES IRRIG. DIST. DETAILS.
C10.5	E. GREENACRES IRRIG. DIST. DETAILS.

SYMBOL/HATCHING LEGEND

	DOMESTIC WATER MAIN		RIGHT OF WAY
	DOMESTIC WATER SERVICE		PROPERTY LINE
	FIRE HYDRANT ASSEMBLY		UTILITY EASEMENT
	WATER VALVE		PVC SLEEVE
	SANITARY SEWER MAIN		SWALE AREA
	SANITARY SEWER MANHOLE		PAVED ROAD
	SANITARY SEWER SERVICE		SIDEWALK
	DRYWELL		CURB INLET
	STREET LIGHT		
	STOP/STREET SIGN (AS INDICATED)		



STREET & DRAINAGE PLANS
CROWN RESERVE PHASE 1
LOCATED IN A PORTION OF
NW 1/4, SEC. 22, T. 51 N., R.05 W., B.M.
POST FALLS, ID



SITE PLAN

SCALE: 1" = 80'

NO.	DATE	BY	REVISIONS

SCALE:	
HORIZONTAL:	
1" = 80'	
VERTICAL:	
N/A	

PROJ #:	24-3750
DATE:	05/14/25
DRAWN:	STT
REVIEWED:	RDk

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	

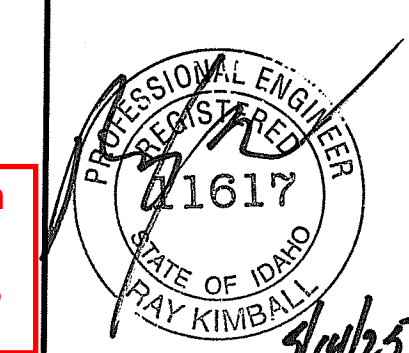
WCE

WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-825-0227

CROWN RESERVE
COVER SHEET
BODINE AVE & CHASE RD
POST FALLS, ID

Approved for construction

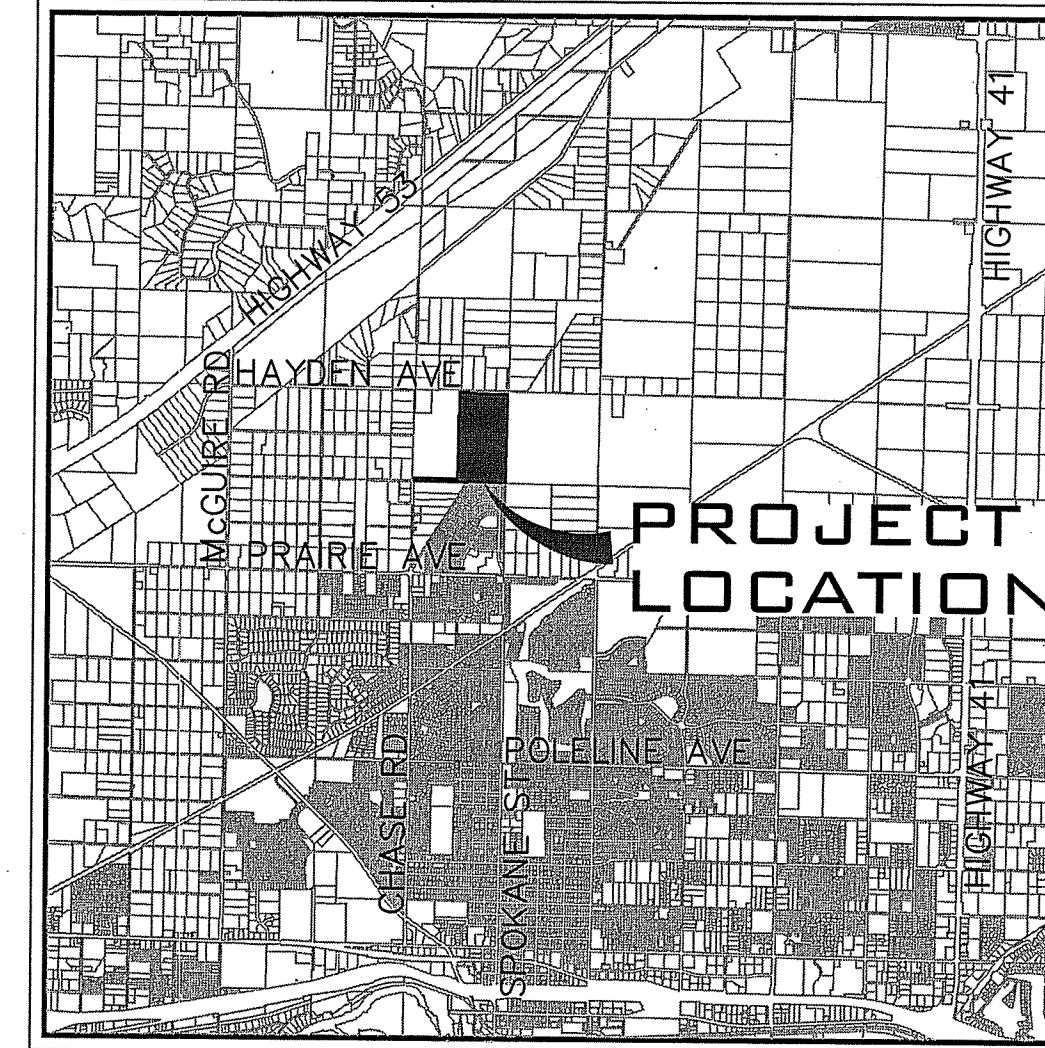
Robert S. Palus, PE (10039) 05/22/2025



SHEET
C0.0
JOB NUMBER
24-3750

SITE CONTRACTOR SHALL HAVE COPY
OF GOVERNING JURISDICTIONS
STANDARD PLANS, AND DETAILS ON
ONSITE.

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



VICINITY MAP

SEWER / STREETS

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854
PHONE: 208-457-3331
CONTACT: ROBERT S. PALUS, P.E.

HEALTH

PANHANDLE HEALTH DISTRICT
8500 NORTH ATLAS ROAD
HAYDEN, IDAHO 83836
PHONE: 1-208-415-5200
CONTACT: PHYLLIS SELLMER

GAS / POWER

AVISTA UTILITIES
408 N SPOKANE STREET
POST FALLS, IDAHO 83854
PHONE: 208-769-1875
CONTACT: JAMIE HOWARD

WATER

EAST GREENACRES IRRIGATION DISTRICT
2002 W. SELTICE WAY
POST FALLS, IDAHO 83854
PHONE: 1-208-773-7579
CONTACT: RON WILSON

ENGINEER

WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, P.E.

OWNER/DEVELOPER

JACKLIN LAND COMPANY, LLLP
4752 W. RIVERBEND AVE
POST FALLS, ID 83854
PHONE: 208-773-6745
CONTACT: TAG JACKLIN

FIRE

KOOTENAI CO. FIRE & RES.
P.O. BOX 2200
POST FALLS, IDAHO 83877
PHONE: 1-208-777-8500
CONTACT: JERYL ARCHER, F.M.

SOLID WASTE

COEUR D'ALENE GARBAGE SERVICE
P. O. BOX 3010
POST FALLS, IDAHO 83877
PHONE: 1-208-457-1820

ABBREVIATIONS

ACT. LEN.	ACTUAL LENGTH
BCR	BEGINNING OF CURVE RADIUS
BDRY	BOUNDARY
CO	SEWER CLEANOUT
CSTC	CRUSHED SURFACE TOP COURSE
CT	COURT
DIA	DIAMETER
ECR	END OF CURVE RADIUS
EXIST	EXISTING
G	GRADE
GB	GRADE BREAK
FT./FT.	FEET PER FOOT
HYD.	HYDRANT
I.E.	INVERT ELEVATION
LN.	LANE
LT.	LEFT
MH	MANHOLE
MCR	MIDDLE OF CURVE RADIUS
PC	POINT OF CURVATURE
PET.	PETROLEUM
PI	POINT OF INTERSECTION
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENCY
RIM EL.	RIM ELEVATION
RD	ROAD
RT.	RIGHT
SI	STREET INTERSECTION
SS	SANITARY SEWER
STA.	STATION
STA. LEN.	STATION LENGTH
TG	TOP OF GRATE
TC	TOP OF CURB

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Crown Reserve – Phase 1

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

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 3,421,898.18
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 1,044,324.78**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 123,600.00**
5. Total cost of improvements: **\$ 4,466,222.96**
6. Warranty amount: **\$ 223,311.15**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Crown Reserve – Phase 1

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

PROJECT	Crown Reserve
DEVELOPER	MEDALIST DEVELOPMENT, INC
Exhibit	C-1

ITEM NO	ITEM	UNIT	QUANTITY	TOTAL COST PER UNIT	TOTAL COST
	Crown Reserve				
	Mobilization and General Conditions				
1	AC Demo	LS	1	\$9,825.00	\$9,825.00
2	Traffic Control	LS	1	\$3,500.00	\$3,500.00
3	Topsoil Stripping	CY	60,806	\$3.25	\$197,619.50
4	Structural Grading	CY	20,282	\$3.98	\$80,722.36
	Sanitary Sewer				
5	Connection to EX Manhole	LS	1	\$2,400.00	\$2,400.00
6	8" Sewer Main	LF	7,795	\$37.90	\$295,430.50
7	48" Sewer Manhole	EA	37	\$3,830.00	\$141,710.00
8	Sewer Services	EA	152	\$1,385.00	\$210,520.00
9	10" Sewer Main	LF	1,471	\$45.15	\$66,415.65
10	20" Force Main	LF	1,126	\$109.01	\$122,745.26
	Water				
11	Connection to EX Water	LS	1	\$24,575.00	\$24,575.00
12	8" Water Main	LF	9,118	\$47.71	\$435,019.78
13	Fire Hydrants	EA	16	\$7,450.00	\$119,200.00
14	1" Water Service	EA	152	\$2,800.00	\$425,600.00
15	2" Water Service	EA	5	\$5,485.00	\$27,425.00
16	3" Sleeve Water Service	EA	15	\$50.00	\$750.00
17	14" Water main Sleeve	EA	1	\$325.00	\$325.00
18	3" Blowoff - EGID Standard	EA	3	\$3,810.00	\$11,430.00
	Stormwater				
19	Single Depth Drywell	EA	58	\$2,990.50	\$173,449.00
20	Swales	SF	152,749	\$0.69	\$105,396.81
	Streets, Curbs and Gutter				
21	Subgrade Prep	SF	415,044	\$0.17	\$71,713.55
22	3" over 4" Base	SY	15,485	\$18.40	\$284,924.00
23	2" over 4" Base - Roadways	SY	17,612	\$13.85	\$243,926.20
24	2" over 4" Base - Pathways & Parking Lot	SY	6,386	\$17.45	\$111,435.70
25	Standard Curb	LF	1,720	\$29.53	\$50,791.60
26	Rolled Curb and Gutter	LF	6,975	\$19.55	\$136,361.25
27	Standard Curb and Gutter	LF	8,673	\$19.81	\$171,812.13
28	Sidewalks	SF	59,825	\$5.63	\$336,814.75
29	Pedestrian Ramps	EA	68	\$1,840.00	\$125,120.00
30	Valley Gutter	LF	262	\$43.00	\$11,266.00
31	Curb Inlets	EA	244	\$231.43	\$56,468.92
32	Inlet Protection	EA	58	\$50.00	\$2,900.00
33	20' Concrete Drive Approach	SF	2,530	\$7.35	\$18,595.50
34	Gravel Shoulder	LF	1,485	\$2.30	\$3,415.50
	Signage, Striping, etc.				
35	Road Signs	EA	40	\$1,200.00	\$48,000.00
36	Class II Barricades	EA	7	\$1,250.00	\$8,750.00
37	Class III Barricades	EA	8	\$1,350.00	\$10,800.00
38	Striping/Pavement Markings	LS	1	\$12,281.50	\$12,281.50
39	Wheel Stops	EA	4	\$160.00	\$640.00
40	4" Irrigation Sleeve	LF	1,530	\$8.75	\$13,387.50
41	Mailbox Pads	EA	5	\$800.00	\$4,000.00
42	Dry Utility Trenching	LF	13,645	\$8.00	\$109,160.00
43	Street Lights - Cobra Head	EA	24	\$1,400.00	\$33,600.00
44	Street Lights - Town & Country	EA	16	\$1,400.00	\$22,400.00
45	Street Trees	EA	206	\$600.00	\$123,600.00
	TOTAL COST				\$4,466,222.96

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Crown Reserve – Phase 1

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

ATTACHMENT "D"

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

CONSTRUCTION DRAWINGS

Plans Titled: **Crown Reserve Phase 1**

Dated: **5/22/25**

By: **Ray Kimball, P.E.**

Sheets 1 through 39

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

	14-Apr	15-Apr	16-Apr	17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	22-Apr	23-Apr	24-Apr	25-Apr	26-Apr	27-Apr	28-Apr	29-Apr	30-Apr	1-May	2-May	3-May	4-May
Mobilize	x	x	x	x	x																
Mass Grade								x	x	x	x	x			x	x	x	x	x		
Sewer East of Cologne																					
Water East Cologne																					
Storm East Cologne																					
Crossings East of Cologne																					
Subgrade East																					
Prep and Pour Curbs																					
Prep AC and Pave																					
Walks																					
East Avista Mainline																					
Remaining Sewer																					
Remaining Water																					
Remaining Storm																					
Crossings West Cologne																					
Subgrade Remaining and Base Rock																					
Pour Curbs																					
Prep AC and Pave																					
Prep and Pour Walks																					

**Avista Mainline
Signage**

Daily Working Hours 6am-5pm

Completed By

Pave East Side 10/3/2025

Walks East Side 10/31/2025

Pave Remaining 11/11/2025

Remaining Walks 11/26/2025



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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

ENGINEERING SERVICES FEE SUMMARY

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

148 Lots X \$350.00 = **\$ 51,800.00**

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

Medalist Development, Inc.

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **Cobra Head 100w**

24 lights X 12 months X **\$ 13.18** per month = **\$ 3795.84**

Street light type: **Town & Country 100w**

16 lights X 12 months X **\$ 13.18** per month = **\$ 2530.56**

TOTAL = \$ 6326.40

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

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

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

_____ (# of SF homes) x \$7,675.00 = \$_____

_____ (# of Commercial service units) x \$7,675.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,675.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

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

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

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

Water Cap Fees

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

Meter Fees

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

ACCOUNT FEES

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

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Ray Kimball, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers

ADDRESS: 21 S. Pines Rd.

CITY: Spokane Valley STATE: WA ZIP: 99206

PHONE NO.: (509) 893-2617

E-MAIL ADDRESS: rkimball@whipplece.com

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Medalist Development, Inc.

FOR

Crown Reserve – Phase 1

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Medalist Development, Inc.

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees as approved and depicted on the following three pages.

 X The Developer agrees to cash out the street trees as approved and depicted on the following three pages. Cashout shall be paid to the City of Post Falls in the amount of **\$ 93,000.00** and is based upon **155** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

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

CROWN RESERVE

CONSTRUCTION IMPROVEMENT AGREEMENT ADDENDUM I

BODINE AVENUE REIMBURSEMENTS

The Developer (Jacklin Land Company, LLLP) will be constructing roadway and frontage improvements along Bodine Avenue., consistent with the Crown Reserve Construction Plans, Bodine Ave Plan & Profile, by Whipple Engineering, as included in Appendix I of this Construction Improvement Agreement.

The parties agree that the southern half of Bodine Ave. between Station 26+00 and Station 34+50 was cashed out in the Crown Pointe 6th Addition Subdivision Project, allowing the City to construct improvements at a future date.

The parties further agree that the cashout included provisions for Asphalt Roadway and base over the 10-foot section immediately north of the roadway centerline, within the same aforementioned stationing range.

The parties agree that the City collected the cash out to fund the construction of the referenced improvement along Bodine Ave. and because the Developer will be constructing these improvements, that the Developer is entitled to reimbursement of the costs related to the project as indicated below.

Upon acceptance of these improvements (construction completion, engineer's certification, receipt of final project costs, as-built drawing submittal, and established warranty of improvements), the City will reimburse the developer up to the amounts listed below from GL account 001-453.0000.62040.

(1) City Portion South Bodine		Quantity	Unit Type	Unit Price	Total Cost
Clearing & Grubbing					
(2) Strip Topsoil & Place in Borrow Pit - 3.6' Avg Depth		4,701	CY	\$ 4.00	\$ 18,804.00
(2) Dig Borrow Pit & Haul Structural		5,418	CY	\$ 5.00	\$ 27,090.00
Place Berm in Borrow Pit (1/3 City, 2/3 Medalist)		1,023	CY	\$ 3.50	\$ 3,581.67
Excavation & Grading					
Road Subgrade Prep		1,962	SY	\$ 1.60	\$ 3,139.20
Inlet Protection		2	EA	\$ 50.00	\$ 100.00
Water					
4" Landscape Sleeves Under Pavement		85	LF	\$ 8.75	\$ 743.75
Stormwater					
Drainage Curb Cut		14	EA	\$ 238.98	\$ 3,345.72
Drywell Type A (Single)		2	EA	\$ 2,990.50	\$ 5,981.00
Rough Grade Swales		8,342	SF	\$ 0.20	\$ 1,668.40
Import and Install Topsoil in Swales		8,342	SF	\$ 0.49	\$ 4,087.58
Streets, Curbs & Gutter					
Asphalt Roadway 3" over 4"		3,100	SY	\$ 18.40	\$ 57,040.00
Standard Curb & Gutter		887	LF	\$ 19.85	\$ 17,606.95
Sidewalks					
4" Sidewalk over 2" Base		4,765	SF	\$ 5.63	\$ 26,826.95
Pedestrian Ramps		5	EA	\$ 1,840.00	\$ 9,200.00
Signage & Striping					
Road Sign		9	EA	\$ 1,200.00	\$ 10,800.00
Type II Barricades		1	EA	\$ 1,250.00	\$ 1,250.00
Other					
Landscaping/Irrigation		1	LS	\$ 18,302.00	\$ 18,302.00
Street Lights		4	EA	\$ 1,087.00	\$ 4,348.00
South Half of Bodine + 10' asphalt north of				\$	213,915.22
Management Fee					15%
(3) Total				\$	246,002.50

- (1) Reimbursement based upon engineers estimate provided by Developers Engineer of Record.
- (2) Quantity is based on the current estimate derived from test holes performed by the Contractor.
The actual reimbursement will be based on document quantities provided by the Engineer of Record with project certification
- (3) The Total will vary based on the final quantities of those items under (2) at the established unit prices

The City agrees to reimburse Developer within 60 days of acceptance of the projects and receipt of an invoice requesting reimbursement. The invoice will be addressed to the Project Manager at the following address:

Robert S. Palus, PE - City Engineer
City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
rpalus@postfalls.gov

Past due amounts may bear a finance charge not to exceed 1% of the past due amount per month.

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

CROWN RESERVE

CONSTRUCTION IMPROVEMENT AGREEMENT ADDENDUM II

SEWER FORCEMAIN REIMBURSEMENT

The Developer (Jacklin Land Company, LLLP) will be constructing roadway and frontage improvement along Bodine Avenue, consistent with the Crown Reserve Construction Plans, Bodine Ave Plan & Profile, by Whipple Engineering, as included in Appendix I of this Construction Improvement Agreement.

The City has requested that the Developer include the design and construction of a 20-inch Sewer Force Main within the project as the construction at this time would be for the City's long-term benefit to service their land application properties.

The Developer has agreed to construct the force main, at the City's cost, billable from GL Account 651-463.3100.95520, subject to the ability of the contractor to secure necessary materials in a reasonable time to allow construction concurrent with the rest of the Crown Reserve Subdivision (first phase).

Upon acceptance of these improvements (construction completion, engineer's certification, as-built drawing submittal, and established warranty of improvements), the City will reimburse the developer up to the amounts listed below.

(1) City 20-inch Forcemain - Bodine Ave.	
	Quantity Unit Type Unit Price Total Cost
Clearing & Grubbing	
AC Sawcut for Force Main	266 LF \$ 5.00 \$ 1,330.00
Demo Existing AC for Force Main	1 LS \$ 1,500.00 \$ 1,500.00
Sewer	
20" Force Main	1,126 LF \$ 104.50 \$ 117,667.00
20" Force Main Fittings	3 EA \$ 1,270.00 \$ 3,810.00
20" Air Release	2 EA \$ 67,530.04 \$ 135,060.08
20" Butterfly Valve	2 EA \$ 27,897.63 \$ 55,795.26

(1) Reimbursement based upon engineers estimate provided by Developers Engineer of Record.

The City agrees to reimburse Developer within 60 days of acceptance of the projects and receipt of an invoice requesting reimbursement. The invoice will be addressed to the Project Manager at the following address:

Robert S. Palus, PE - City Engineer
City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
rpalus@postfalls.gov

Past due amounts may bear a finance charge not to exceed 1% of the past due amount per month.