



**CITY COUNCIL
MEETING AGENDA**

**June 17, 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. Comprehensive Plan Kickoff Joint Workshop with Planning and Zoning Commission

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. New Planning Staff Introduction

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 – June 3rd, 2025, City Council Meeting

- b. Accounts Payable for 06/04/25 - 06/18/25
- c. Killdeer Meadows Subdivision Construction Improvement Agreement
- d. Idaho Ranch Annexation Reasoned Decision (ANNX-24-8)
- e. Idaho Ranch Annexation Agreement (ANNX-24-8)
- f. Estates At Waterstone Final Plat

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. Public Hearing to establish a C-PACE program.

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. City of Post Falls Communications Plan Proposal
- b. City of Post Falls Citizen Handbook Publication Proposal
- c. Memorandum of Understanding with East Greenacres Irrigation District for Guy Road Lift Station Decommissioning and Fisher Gravity Sewer Project

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. Treaty Rock Right of Way Validation

- b. North Idaho Special Assistant US Attorney (SAUSA) Initiative
- c. Prairie Trail Extension - Zorros Rd. to SH41 - Award of Contract

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Administration - Misc. Project Updates

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

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

Mission

Building Community.

**CITY OF POST FALLS
AGENDA REPORT**
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 6/17/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Comprehensive Plan Kickoff Joint Workshop with Planning and Zoning Commission

ITEM AND RECOMMENDED ACTION:

Comprehensive Plan Kickoff Workshop - See attached draft presentation

DISCUSSION:

Agenda:

1. Welcome and Introduction
2. Purpose of a Comprehensive Plan
Overview: A Comprehensive Plan is a long-term planning tool used by municipalities to guide land use, development, and infrastructure decisions. It sets a 20-year vision for growth, policy, and investment priorities, and is typically reviewed every five years.
3. Community Engagement Process
 - Timeline and phases of the planning process
 - Overview of public participation opportunities
 - Launch of the official Comprehensive Plan website
4. Presentation of Key Findings to Date
 - Existing conditions and baseline data
 - Community trends and initial insights
5. If time allows, a short interactive activity
6. Q&A and Open Discussion
 - Reserved time for questions, comments, and feedback from attendees
7. Next Steps and Closing Remarks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This is a kickoff meeting that has not been before City Council since funding was granted on 3/18/25.

APPROVED OR DIRECTION GIVEN:

Update the 2020 Comprehensive Plan

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total contract is \$179,600 plus a requested 10% contingency, to be funded by Annexation Fees.

BUDGET CODE:

017-410.0000.62040

ATTACHMENTS:

1. CC PC 6-17 PF Kickoff 06.9.25.R2

Post Falls 2045: *Planning Today for Tomorrow* Comprehensive Plan Update

Kickoff | June 17, 2025



SCJ ALLIANCE
CONSULTING SERVICES



What is a Comprehensive Plan?

A 20-year vision **by and for the community**, it establishes **goals and policies** for nearly everything the City does. And it is intimately **tied to zoning and other regulations** that govern land development throughout the community.

"If you don't know where you're going, you might not get there."

—Yogi Berra.

Why have a Comprehensive Plan?

- State Law Requires It!
- Sets the stage for what can be built where
- Development decisions are not "on the fly" but made in the context of a broader **vision by the community**
- Provides a degree of predictability for property owners, businesses, and residents



Why have a Comprehensive Plan?

- Can be used as an interagency negotiation tool.
- Supports grant applications
- A budgetary tool such as for capital facilities
- Provides consistent policy direction as it may apply to various elements (land use, transportation, econ dev., etc.)



Comprehensive Plan vs Zoning (and other regs)

Comprehensive Plan *Guides*

- ✓ Guiding document
- ✓ Legal basis for zoning
- ✓ Long range (20-year) community vision
- ✓ Existing trends, data and growth forecasting
- ✓ 17 Required elements

Zoning & Subdivision Regs, etc. *Implements*

- ✓ Zoning *in accordance* with the plan
- ✓ Determines what uses/densities go where
- ✓ Establishes lot sizes, setbacks, height limits
- ✓ Other development and design standards
- ✓ Subdivisions: public infrastructure

17 Elements (§67-6508)

- ✓ Property Rights
- ✓ Population
- ✓ School Facilities and Transportation
- ✓ Economic Development
- ✓ Land Use
- ✓ Natural Resources
- ✓ Hazardous Areas
- ✓ Public Services, Facilities, and Utilities
- ✓ Transportation
- ✓ Recreation
- ✓ Special Areas or Sites
- ✓ Housing
- ✓ Community Design
- ✓ Agriculture
- ✓ Implementation
- ✓ National Interest Electric Transmission Corridors
- ✓ Public Airport Facilities

com·pre·hen·sive

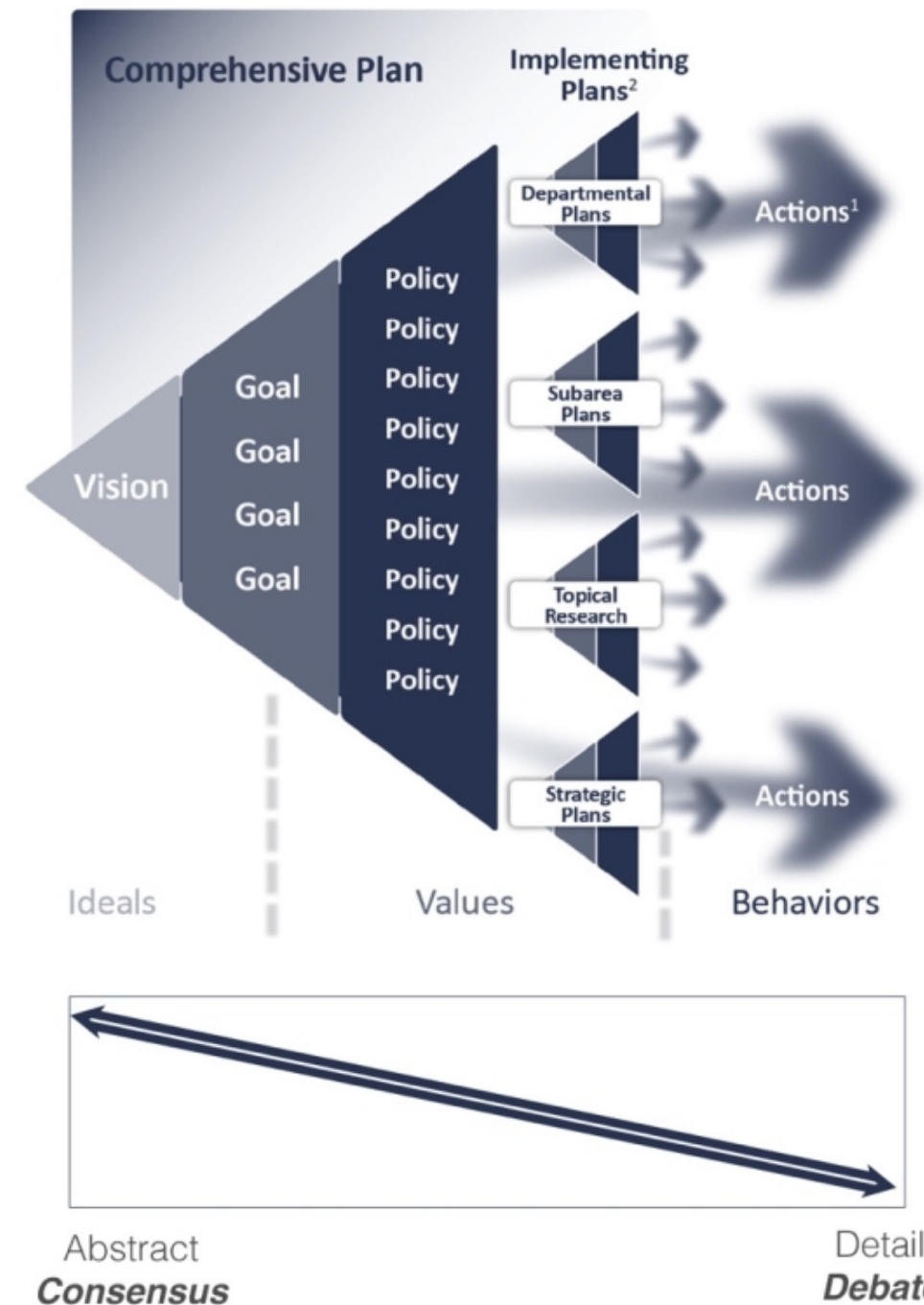
/ˌkæmprəˈhensiv/

adjective

1. complete; including all or nearly all elements or aspects of something.

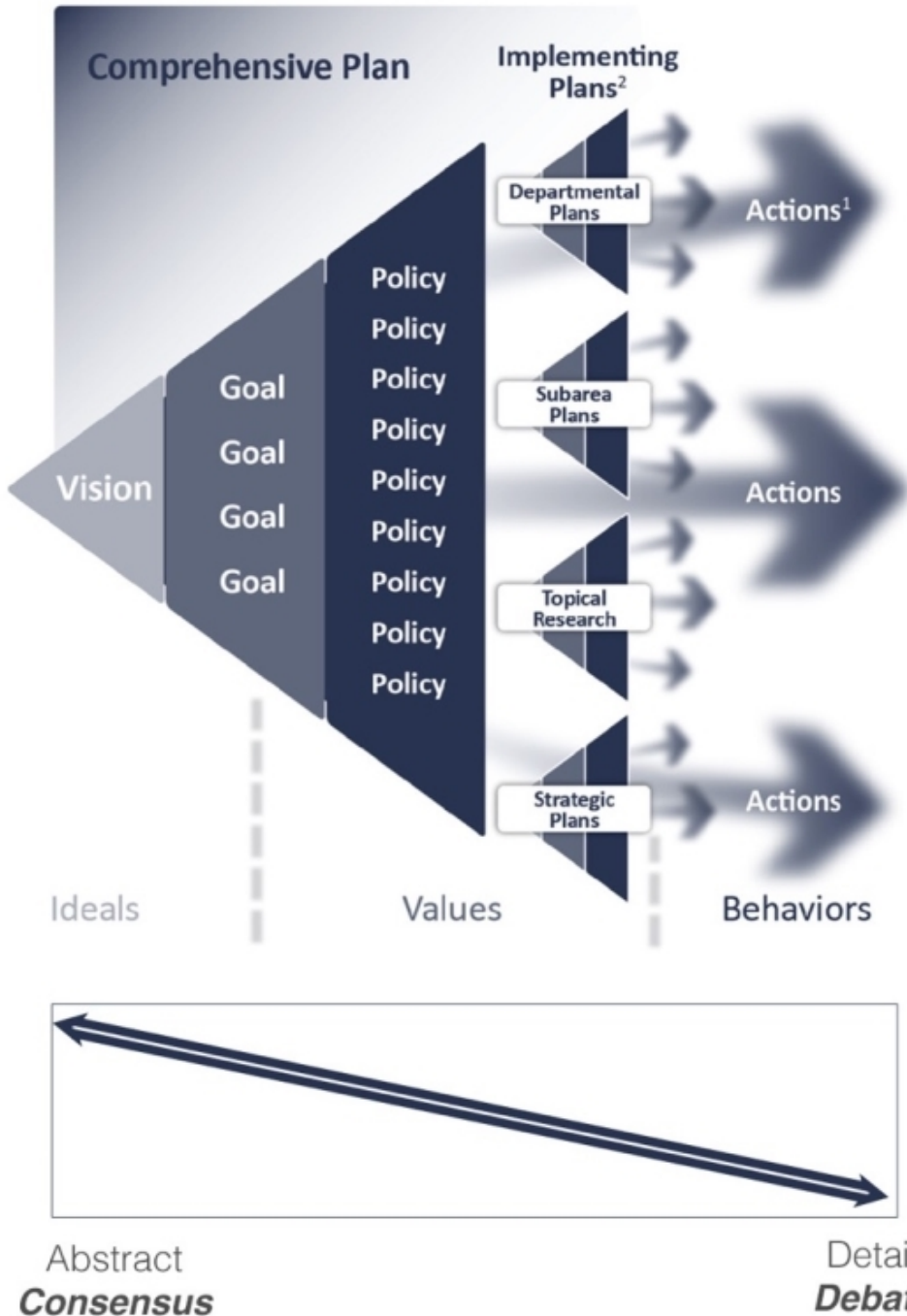


- **Vision** – an aspirational, broad-brush summary of community objectives that underpins the plan’s goals, policies, and actions.
- **Goal**—Goals are broad statements indicating a general aim or purpose to be achieved. They are direction setters, ideal future ends, conditions, or states toward which planning and implementation measures are directed.
- **Objective**— A specific statement of purpose that breaks down goals into more explicit and obtainable directions.
- **Policy** – A policy is a topic-specific statement providing guidelines for current and future decision-making. It indicates a clear commitment by the local legislative body. A policy extends a plan’s goals, reflecting topical nuance and assessing conditions.
- **Action**—Actions are steps envisioned or undertaken to implement plan policies. They may include developing more detailed and localized plans, formal agreements, regulations, or other strategies.



“The Zoning districts shall be in accordance with the policies set forth in the adopted comprehensive plan.”

—ID Code §67-6511



Tentative Engagement Schedule

Phase	Task / Month		Apr. 25	May 25	June 25	July 25	Aug. 25	Sept. 25	Oct. 25	Nov. 25	Dec. 25	Jan. 26	Feb. 26	Mar. 26	Apr. 26	May 26	June 26	July 26	Aug. 26	Sept. 26
1	Kickoff Meeting - Staff	■	X																	
	Engagement Plan & Schedule	■		X																
	Stakeholder Interviews	●		X	X															
	Kickoff Meeting - City Council	▲			X															
2	Survey 1: Goals & Policies	●			X	X	X	X												
	Post Falls Festival - (July 11th - 13th)	▲				X														
	Infographics/Mapping	■				X	X	X												
3	Land Use Workshop	▲						X												
	Future Growth Scenarios	●						X	X											
	Survey 2: Scenario Options	●							X	X										
	Implementation Workshop	▲								X	X	X	X							
4	Advisory Committee Presentation	■											X	X	X					
	Comp Plan: Draft Review - Staff	■													X	X				
	Comp Plan: Draft Review - Advisory Committee	■														X	X			
	Online Input Tools	●							X	X	X				X	X				
5	Public Presentation - Planning Commission	▲																X		
	Public Presentation - City Council	▲																	X	
	Final Plan Refinements & Adoption	■																	X	X

POST FALLS PARKS & RECREATION

Post Falls IDAHO festival

July 11, 12, & 13

BIGGEST
Summer Festival



Q'emiln Park & Post Falls Community

LIVE MUSIC

PARADE ON
SELTICE

CAR SHOW AT
CITY HALL

MOVIE IN THE
PARK

FOOD & CRAFT
VENDORS



[Why a Comprehensive Plan?](#) [What is the Process?](#) [Did you Know?](#) [Get Involved!](#) [Get in Touch!](#)

[Join The Email List](#)

Post Falls 2045: Planning Today for Tomorrow

The City of Post Falls is updating its Comprehensive Plan, one of the city's most important guiding documents the City has.

The Plan is a long-range (20-year) vision by and for the community. A Comprehensive Plan establishes goals and policies for nearly everything the City does. It is intimately tied to zoning and other regulations that govern land development throughout the community.

It sets the vision for land use, housing, economic development, transportation, public services, and more, ultimately informing how the city responds to growth over time.

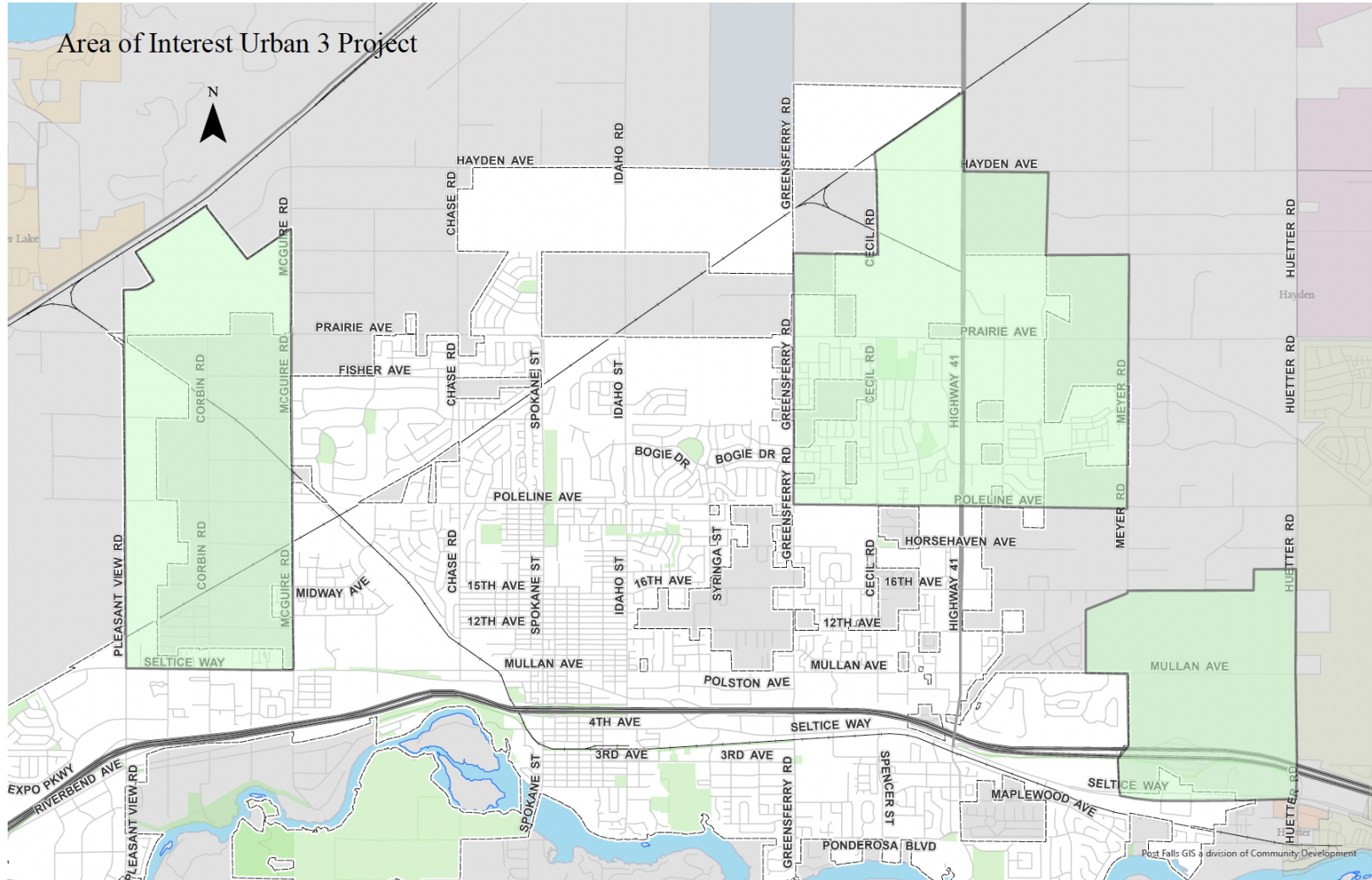
[Get Involved →](#)



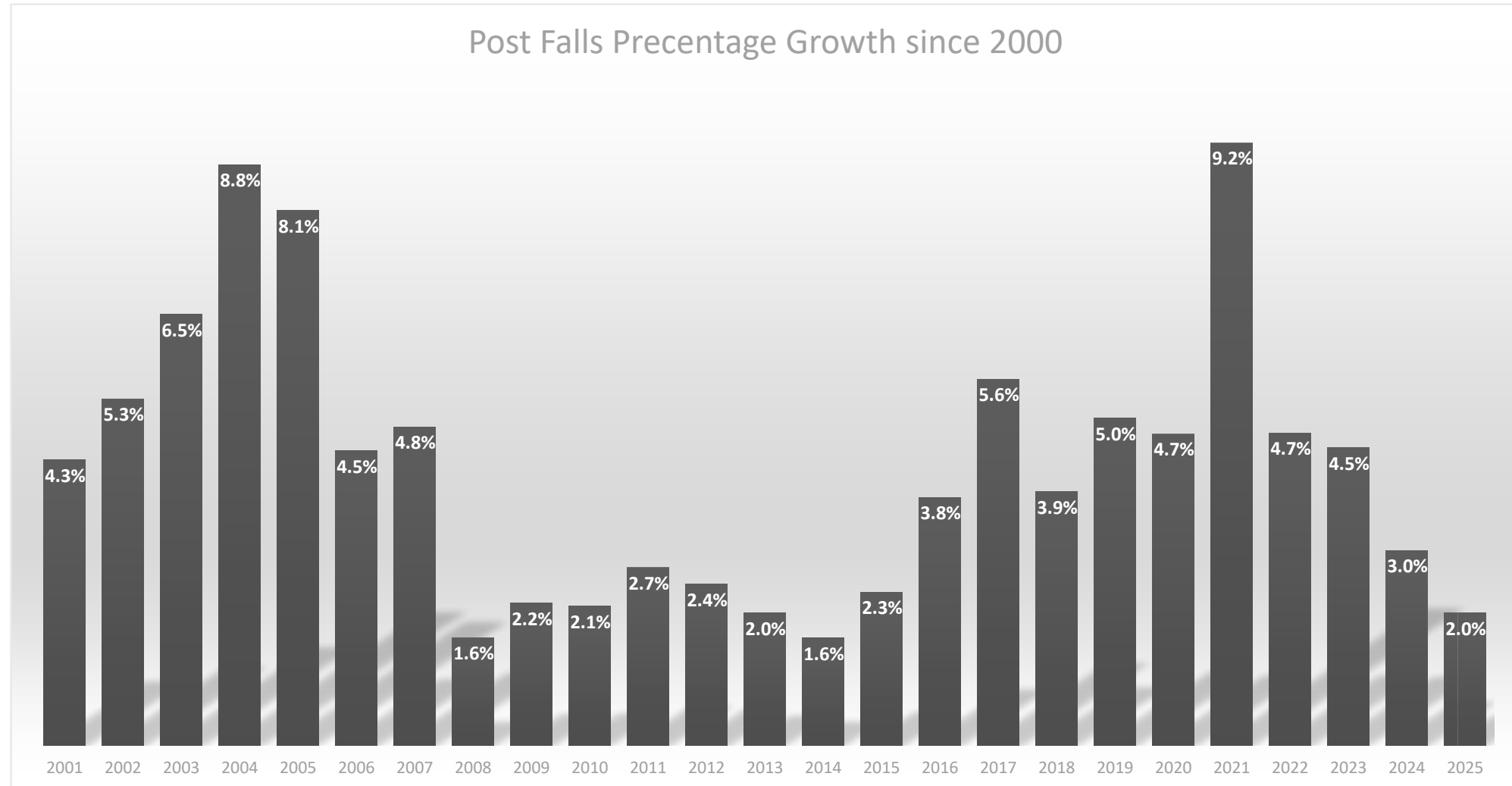
Future Land Use Scenario Work (Fall, 2025)



Future Land Use Scenario Work (Fall, 2025)



Key Findings thus Far (Growth Patterns)

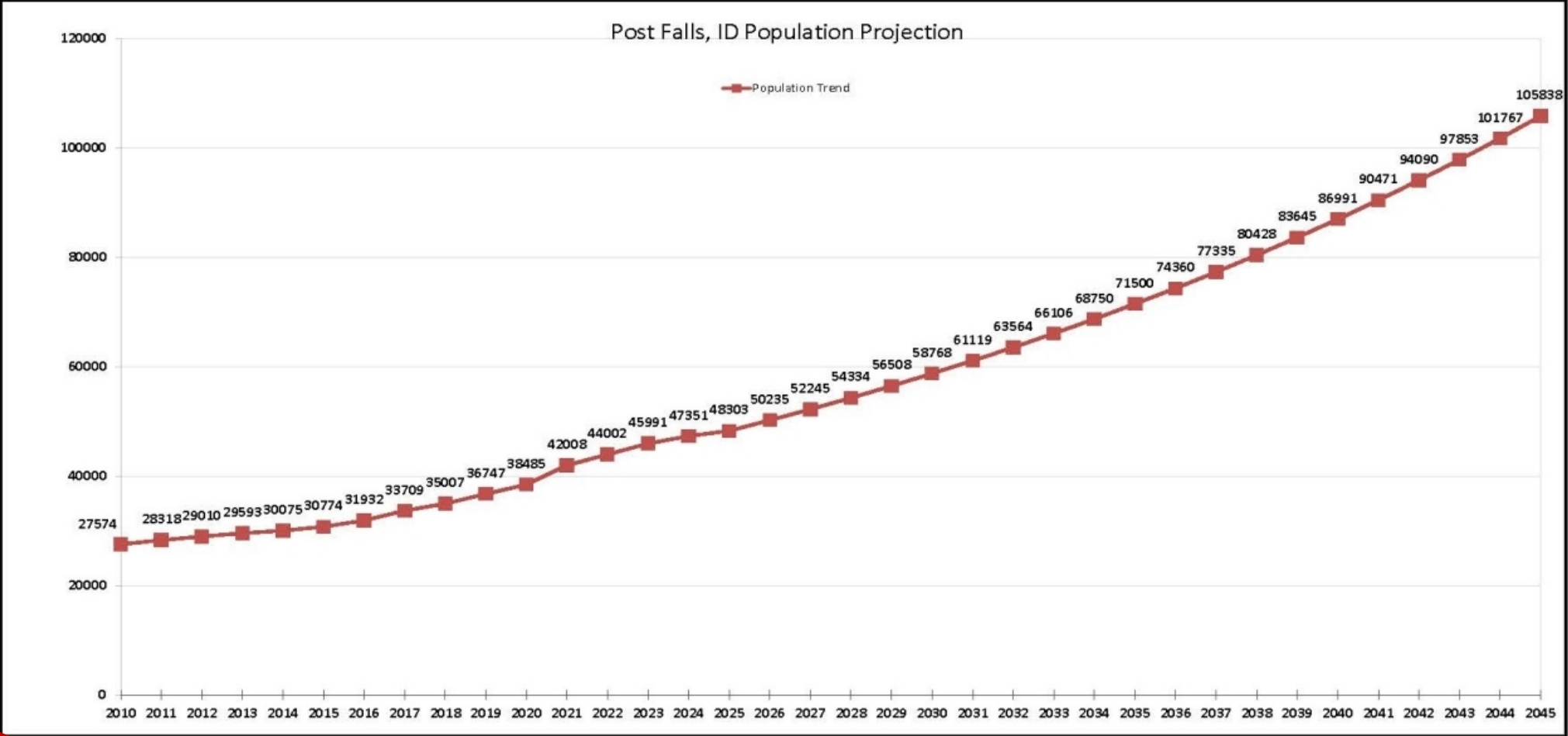


Key Findings thus Far (Growth Projections)

Year	Population
2010	27574
2011	28318
2012	29010
2013	29593
2014	30075
2015	30774
2016	31932
2017	33709
2018	35007
2019	36747
2020	38485
2021	42008
2022	44002
2023	45991
2024	47351
2025	48303
2026	50235
2027	52245
2028	54334
2029	56508
2030	58768
2031	61119
2032	63564
2033	66106
2034	68750
2035	71500
2036	74360
2037	77335
2038	80428
2039	83645
2040	86991
2041	90471
2042	94090
2043	97853
2044	101767
2045	105838

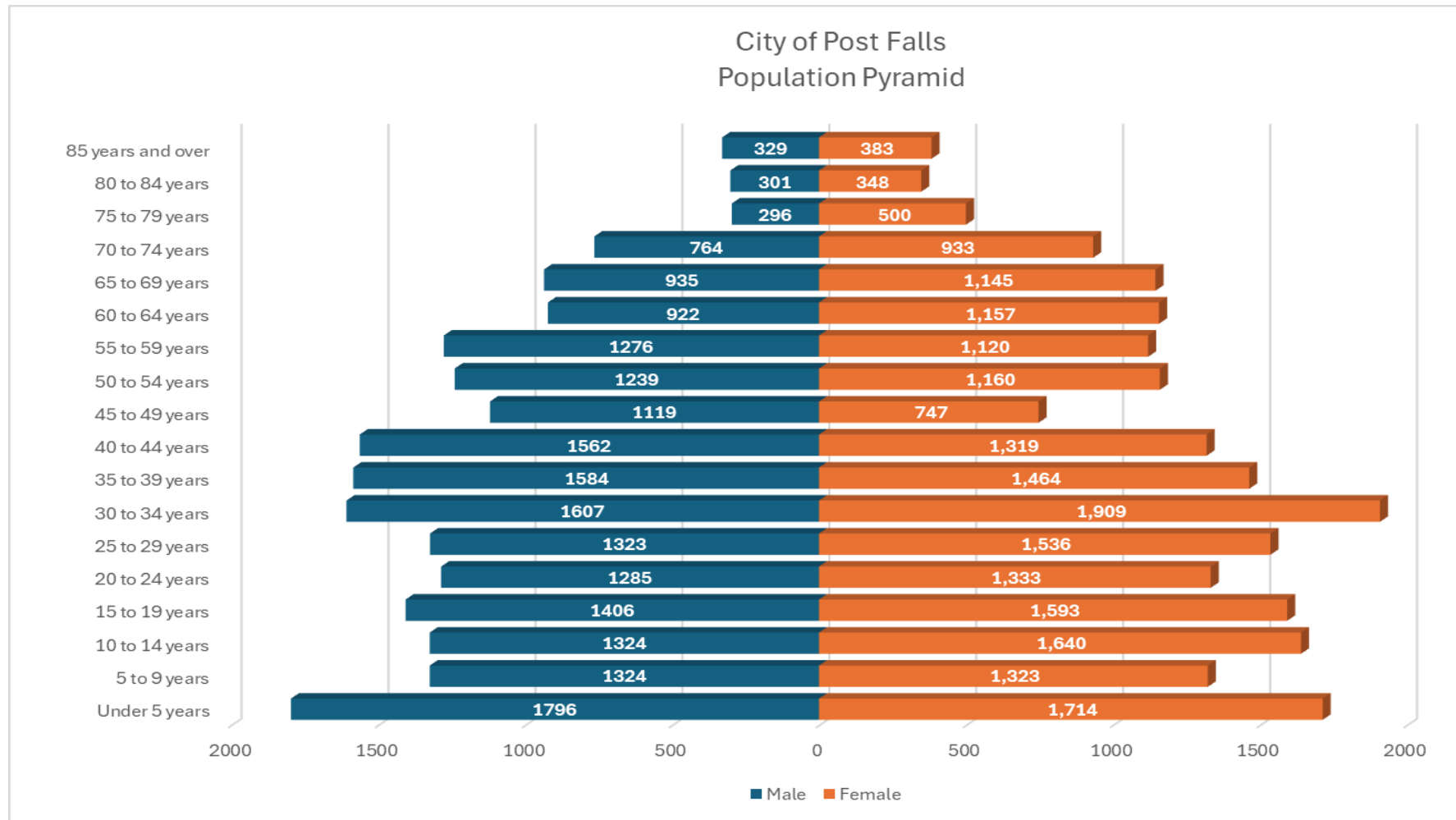
Permit Based Annual Growth

4.00% Annual Growth Rate

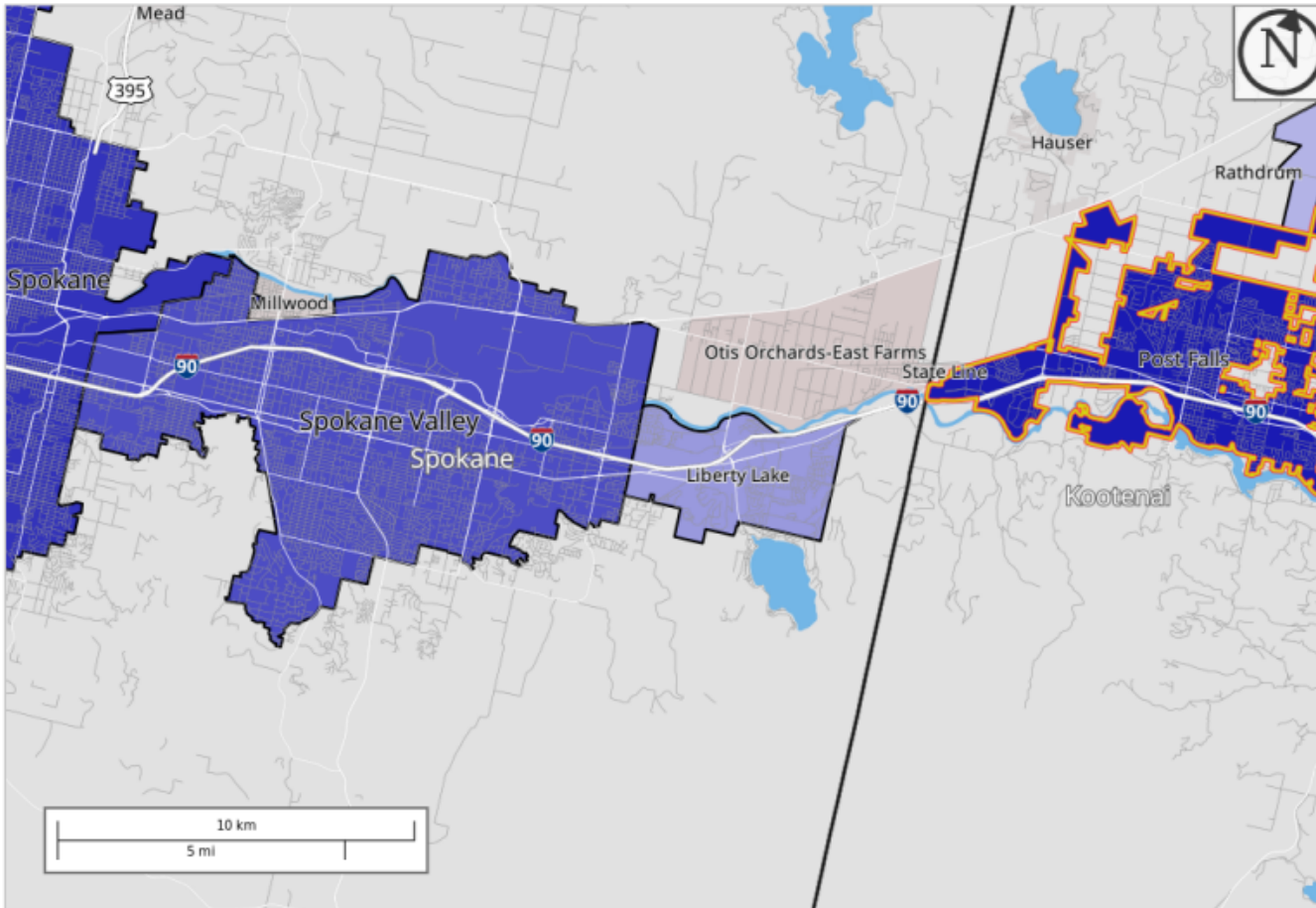


4% growth rate projected by KMPO

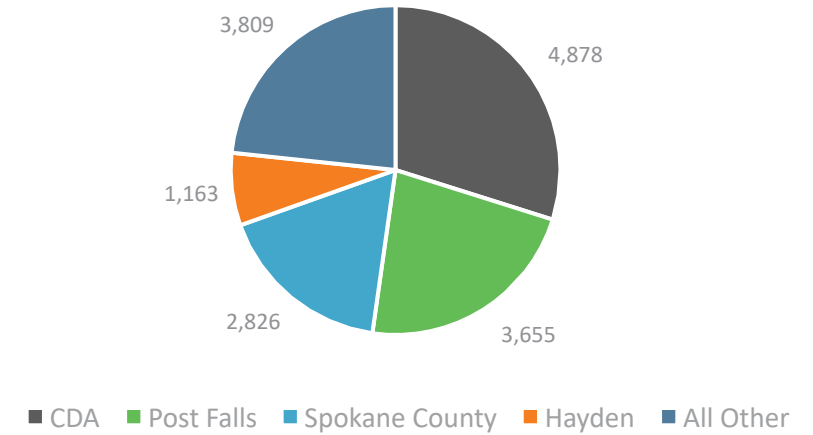
Key Findings thus Far (Growth Projections)



Key Findings thus Far (Commute Patterns)

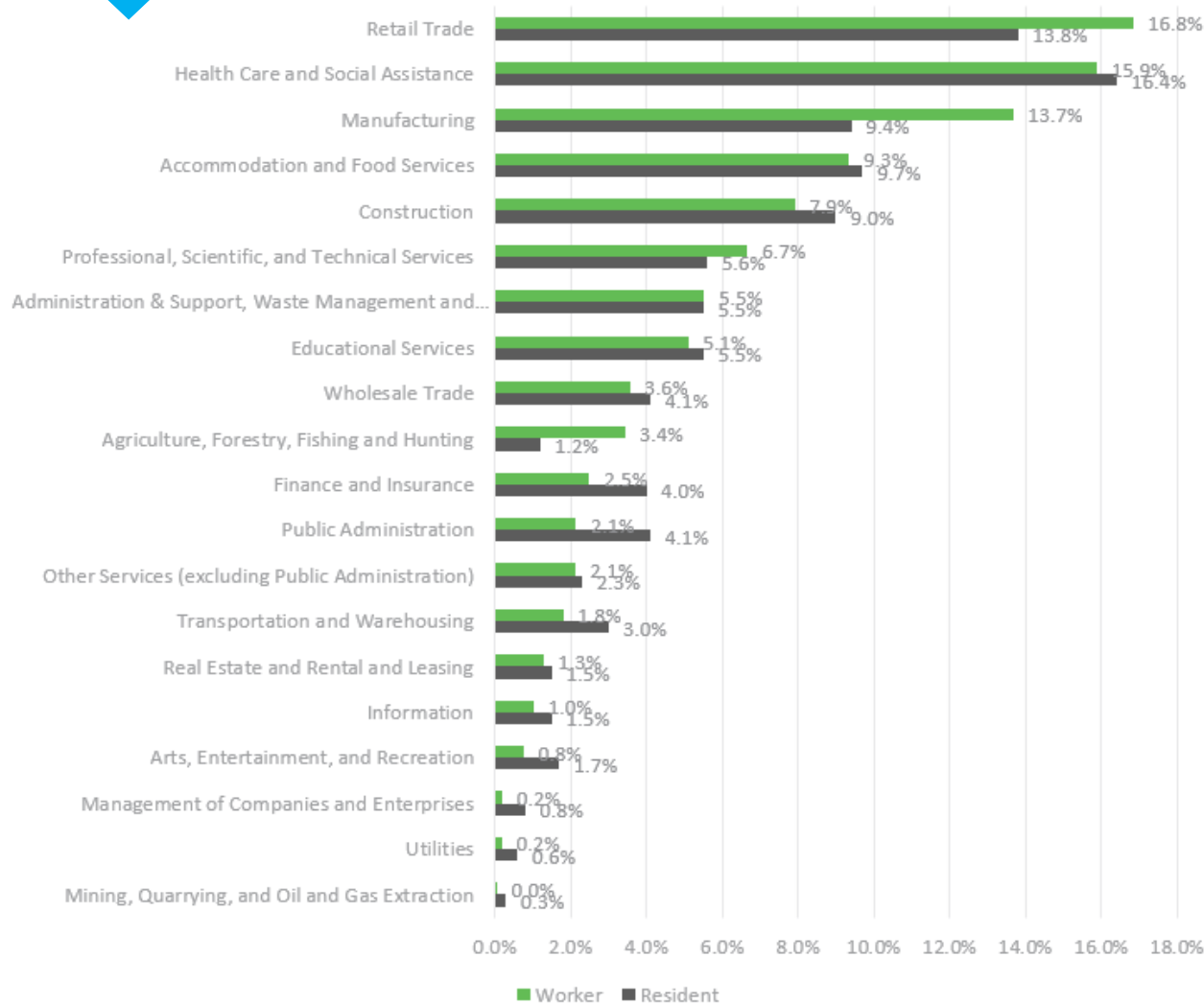


Where People Are Working



79.3% of the workforce
leaves to work outside of the city.

Key Findings thus Far (Jobs)

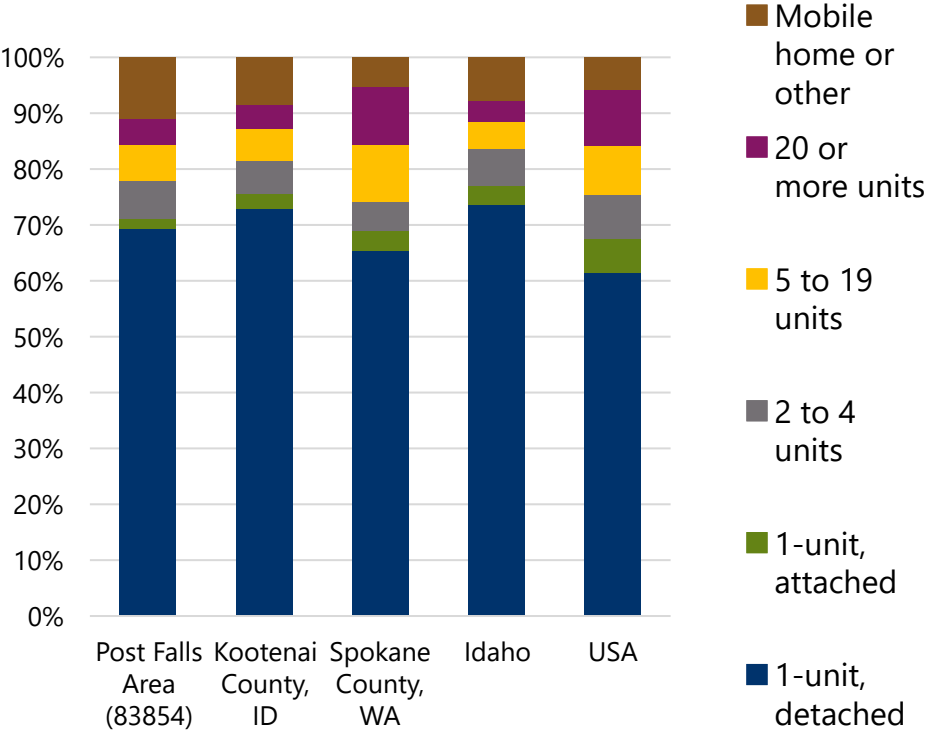


The largest industries in terms of the number of jobs held by Post Falls residents are:

- Health Care and Social Assistance
2,890 jobs (16.4%)
- Retail Trade
2,442 (13.8%)
- Accommodation and Food Services
1,711 (9.7%)
- Manufacturing
1,660 (9.4%)
- Construction
1,595 (9.0%)

Key Findings thus Far (Housing)

Housing Units in Structure by Share, 2022



Source: American Community Survey via

Share of Households by Age of Householder that are Cost Burdened, 2023			
Age	Post Falls Area (83854)		
	Owner Occupied	Renter Occupied	All Occupied
15 to 24 years	0%	56%	49%
25 to 34 years	33%	43%	38%
35 to 64 years	27%	43%	31%
65 years or older	28%	66%	35%
Total	28%	48%	34%

Source: ACS 2023 5-year estimates

Visioning Exercise!

[QR CODE HERE LINKS TO QUICK, 4-QUESTION VISION SURVEY (LIVE RESULT DISPLAY)]

- How would you describe Post Falls today?
- How would you LIKE TO describe Post Falls 20 years from now?
- What CHALLENGES are there to realizing that 20-year vision?
- What OPPORTUNITIES are there to realize that 20-year vision?



Thank you.





**CITY COUNCIL
MEETING MINUTES**

**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

Roll Call: Mayor Jacobson, Steigleder, Plew, Malloy, Ziegler, Westlund, Davis - Present

The City of Post Falls has three Enterprise funds: Water, Water Reclamation, and Sanitation. The purpose of the Water Enterprise Fund is to provide drinking water to approximately one-half of Post Falls residents. The remainder are served by other water districts. The fund brings in \$4M annually in user fees and \$300-500K annually in cap fees. The guiding document is the 2018 Water Master Plan. The purpose of the Water Reclamation Enterprise Fund is to collect wastewater for all city buildings and treat wastewater for Post Falls and Rathdrum. The fund brings in \$19.6M annually in user fees and \$2.8M in Post Falls and \$1.6M in Rathdrum in cap fees. The guiding document is the 2024 Water Reclamation Facilities Plan. Sanitation provides garbage and recycling for the City of Post Falls. The anticipated rate increase for FY 2026 will be 5.2%.

REGULAR MEETING – 6:00 pm City Council Chambers

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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 - Present

Steigleder, Plew, Malloy, Ziegler, Westlund, Davis - Present

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

- a. Recognition of City Prosecutor appointed as Magistrate Judge

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 clam, 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. 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.

b. This Saturday is National Trails Day. The Friends of the Post Falls Community Forest and Coeur Climbing are hosting a volunteer trail pruning project from 9 to noon at Q'emiln Park Trailhead. All are welcome to join - tools and gear will be provided. Details and how to RSVP can be found on the city's website, postfalls.gov.

c. The Post Falls Police Department is hosting Coffee with a Cop on Tuesday, June 10 from 9 to 10:30 am at Anchored Coffee. Stop by for a casual chat with officers and staff - your first cup is on us!

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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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

Motion by Malloy to accept the Consent Calendar as presented.

Second by Ziegler.

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

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Pleasant View Annexation Development and Annexation Agreement Amendment - Addendum 1 (ANNX-0006-2020)

Public Hearing Opened at 6:08 PM

Staff Report Warren Wilson, Deputy City Administrator: This property was annexed in 2022. The applicant intended to develop a trucking/transload facility. Due to increased construction costs, the project was canceled. The original agreement required the applicant and city to construct certain public infrastructure by the end of 2024. We need to amend the agreement to remove those obligations. Idaho Code requires a public hearing to amend the agreement. The applicant was required to build by 2024 an 18" water main along Pleasant View Road, a sewer force main along Pleasant View Road, and traffic signal/roadway illumination at Pleasant View and Grange. The City was required to build the rest of Phase 1 infrastructure by 2024 with an anticipated city cost of \$3,378,100. The amount would be reimbursable by the Urban Renewal District with the remainder funded by grants or the applicant. The revised infrastructure requirement would be: Amendment removes specific projects, funding, and timelines. The amendment adds standard city infrastructure clauses that are contained in most annexation agreements. The applicant must extend water and sewer to serve the property. If service capacity is not available within 180 days, the applicant may use legal alternative until capacity is available, then they must connect to public service. If the amendment is approved following the hearing, the addendum will be recorded and will be binding on the applicant and anyone who may purchase the property from the applicant.

Westlund: Is there any shift of cost burden onto the City?

Wilson: If anything it is releasing the city from obligations to build infrastructure.

Steigleder: But we do need it right, because we have a lot being built down Pleasant View.

Wilson: At some point in time it needs to be built, the question is when.

Steigleder: At what point did we know we were not going to need meet our contract obligation.

Wilson: Last summer and we have been talking to them.

Steigleder: It gives me heartburn that we are asking to change the contract because we did not meet the obligations after the fact.

Wilson: The only thing I can say is it wasn't done because there was no need to do it.

Mayor: It is normal where you have a developer come in and we enter into a contract to build something and things do not work out or as planned. So then we do not need that improvement so why would the City invest our dollars in a project that is not going to happen.

Testimony

None

Public Hearing Closed at 6:29 PM

Motion by Malloy to approve the Pleasant View Annexation Development and Annexation Agreement Amendment Addendum 1 ANNX-0006-2020.

Second by Ziegler.

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

Motion Carried

- b. Real Property Exchange - SW Corner of Mullan Ave. and Lincoln St.

Public Hearing Opened at 6:30 PM

Staff Report Robert Seale, Community Development Director: 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. 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. 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 waterline. No waterline 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.

Testimony

None

Public Hearing Closed at 6:33 PM

Motion by Malloy to proceed with the exchange of real property as presented, finding that the exchange is in the best interest of the public and consistent with Idaho Code 50-1403(2), and authorize the Mayor to execute the transfer documents

Second by Ziegler.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution - Fiscal Year 2025 Fee Resolution Update

Motion by Malloy to approve Resolution Fiscal Year 2025 Fee Resolution Update.

Second by Ziegler.

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

Motion Carried

- b. Resolution of Intent to establish a C-PACE program.

Motion by Malloy to approve Resolution of Intent to Establish a C-PACE Program.

Second by Ziegler.

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

Motion Carried

- c. Lundy Blvd. Waterline Extension Project – Recommendation of Award

Jaxon Fleshman, Project Manager: A 2022 agreement required the City of Post Falls to connect two city residences on Lundy Blvd, to city water. Two service connections are included with the

waterline extension. It includes the addition of a new fire hydrant to improve fire flows in the area. Prior property purchases and easement acquisitions provide the alignment of the new waterline extension. Access to Arundel Mobile Home Park will be maintained, one-lane at times. Minor to no impact to water service for existing customers. Minor to no impact anticipated to Centennial Trail users. Asking to award the project to Big Sky ID Corp for \$125,919 with a contract contingency of \$20,000.

Motion by Malloy to approve Lundy Blvd. Waterline Extension Project Recommendation of Award.

Second by Westlund.

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

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Construction Agreement for 3rd Ave Parks Shop Parking Lot

Robbie Quinn, Parks Planner: 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 this 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% in the amount of \$130,382 for potential change orders of unforeseen conditions for a total construction amount of \$999,595. Additionally, staff is seeking council approval for the contract with Ardurra for construction administration and observation for \$121,785. 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.

Motion by Malloy to approve the construction agreement for the 3rd Ave Parks Shop Parking Lot.

Second by Ziegler.

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

- b. Crown Reserve Phase 1 Construction Improvement Agreement

Rob Palus, City Engineer: 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 Crowne Pointe Development and south of Hayden Avenue. 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 the City's 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 ft of a 20-inch sewer force main. The force main would be located within Bodine Ave. and is for 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 the improvements with funding from the City's Water Reclamation Capital Fund account.

Motion by Malloy to approve the Crown Reserve Phase I Construction Improvement Agreement.

Second by Westlund.

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

5. CITIZEN ISSUES

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

None

6. ADMINISTRATIVE / STAFF REPORTS

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

None

7. MAYOR AND COUNCIL COMMENTS

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

Mayor: Thank you to Councilor Malloy for covering me at the last Council meeting. The flu bug was going through the house and you would of not wanted me here.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

6:56 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

Mayor Ronald G. Jacobson

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

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Accounts Payable for 06/04/25 - 06/18/25

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 18, 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued. However, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees). These checks are presented in the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$661,272.05 to be dated June 18, 2025. The Hand Check Accountability is for hand checks issued June 6, 2025, and totals \$44,965.19.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$706,237.24

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 06.18.25
2. Hand Check accountability for check run 06.18.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT15387 - Check Run 06.06.25
Vendor Set: 01 - Vendor Set 01

Check Date: 6/18/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN06558	ARCHITERRA HOMES						
APMWB	Virtual Pay			BOND RELEASE -	BOND RELEASE - 3460 N CYPRUS FOX	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 5204 E DORADO	001-22115	2,000.00
VEN11835	SORBONNE HOMES LLC						
APMWB	Virtual Pay			BOND RELEASE -	BOND RELEASE - 1931 N. SKAGIT	001-22115	2,000.00
VEN15104	Tom Sherlock						
APMWB	Virtual Pay			06.03.25	Damage Deposit Refund	001-22080	250.00
Balance Sheet Accounts Total:							6,250.00
Dept: 412 Information Systems							
A017	A-Tec, Inc.						
APMWB	Virtual Pay			6495	Phone Maintenance	001-412.0000.66070	230.00
				6496		001-412.0000.66070	130.00
V040	ODP Business Solutions						
APMWB	Virtual Pay			423318417001	Office supplies- IT	001-412.0000.63060	56.43
VEN02035	Staples, Inc						
APMWB	Virtual Pay			6033270592	Office Supplies-IT	001-412.0000.63060	59.99
VEN14584	Sylint, LLC						
APMWB	Virtual Pay			20870	Monthly Sylint payments	001-412.0000.66043	2,557.42
Dept 412 Total:							3,033.84
Dept: 414 Finance							
B091	BDS						
APMWB	Virtual Pay			100278	Utility Billing and Delinquency notices	001-414.1445.62170	6,795.76
						001-414.1445.62190	3,872.95
C291	Coeur d' Alene Press						
APMWB	Virtual Pay			0000031804-01162	CDA#13746 NOPH Service Announcement I	001-414.0000.62000	74.22
				0000031114-01032	CDA#13624 Budget Amendment 2 Detailed	001-414.0000.62000	98.40
				0000031291-12282	CDA#13651 Annual Road and Street Report	001-414.0000.62000	105.02
VEN04153	Government Finance Officers Association						
APMWB	Virtual Pay			4851	Popular Annual Financial Report Fee FY202	001-414.0000.62120	250.00
V040	ODP Business Solutions						
APMWB	Virtual Pay			423518389001	Office Supplies-Finance	001-414.0000.66050	86.52
VEN02035	Staples, Inc						
APMWB	Virtual Pay			6033270581	Office supplies-Finance	001-414.0000.63060	17.69
Dept 414 Total:							11,300.56
Dept: 418 Human Resources							
P220	Post Falls Area Chamber of Commerce						
APMWB	Virtual Pay			70921	NI Business Expo and Career Fair Table	001-418.0000.64020	300.00
VEN02035	Staples, Inc						
APMWB	Virtual Pay			6033270590	Office Supplies - HR	001-418.0000.63060	39.49
Dept 418 Total:							339.49
Dept: 421 Police							
B160	Body By Scotty Towing						
APMWB	Virtual Pay			3940	PD Vehicle Tow	001-421.0000.67170	145.00
C210	City of Post Falls						
APMWB	Virtual Pay			INV0150263	28-0089-00 City utilities 05.25	001-421.0000.65004	281.42
C220	Coleman Oil Co						
APMWB	Virtual Pay			CP-0259940	PD Gasoline	001-421.0000.64030	6,657.40
VEN01237	Custom Truck						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14874	Virtual Pay Debra J Salish	184561	PFPD171 Spray In Liner	001-421.0000.67100	425.00
APMWB	Virtual Pay	25-69	PD Uniform Tailoring	001-421.4000.72000	65.00
VEN14392	DSLRRPOS	25-67	PD Uniform Tailoring - Pierson	001-421.4000.72000	15.00
APMWB G020	Virtual Pay Galls, LLC	SS-1293788329	Police Department Drone	001-421.0000.90050	11,229.00
APMWB VEN14015	Virtual Pay Midway Hyundai	031406833	PD Uniforms - Scruggs	001-421.4000.72000	176.50
APMWB N001	Virtual Pay Napa Auto Parts	186611	PFPD129 Mount & Balance, Alignment	001-421.0000.67170	228.95
APMWB	Virtual Pay	344681	PFPD123 Battery, Core Deposit	001-421.0000.67100	144.55
		344922	PFPD104 Starter	001-421.0000.67100	144.13
		344919	PFPD123 Dual Fan Assembly	001-421.0000.67100	142.18
		343785	PFD60 Battery Bolts	001-421.0000.67100	27.67
		344407	PFPD119 HVAC Defrost Actuator	001-421.0000.67100	27.46
		343718	PD Shop - CV Axle Return	001-421.0000.67100	-229.12
		343702	PFPD100 Brake Pads & Rotors	001-421.0000.67100	203.34
P220	Post Falls Area Chamber of Commerce				
APMWB VEN04236	Virtual Pay Ramey's Yard Care	100767	Connect4Lunch Table - May	001-421.0000.64010	150.00
APMWB VEN14584	Virtual Pay Sylint, LLC	805755	PD Quarterly Pest Control	001-421.0000.68010	115.00
APMWB VEN07714	Virtual Pay Uniforms2gear, Inc	20870	Monthly Sylint payments	001-421.0000.66043	838.50
APMWB	Virtual Pay	INV/2025/05/0821	PD Uniforms - Bullington	001-421.4000.72000	117.42
Dept 421 Total:					20,904.40
Dept: 423 Oasis					
VEN14554	Kacey Wall, PLLC				
APMWB	Virtual Pay	8603	VSU Client Legal Services	001-423.1153.68400	1,495.00
		8734	VSU Client Legal Services	001-423.1153.68400	1,495.00
		8604	VSU Client Legal Services	001-423.1153.68400	1,495.00
VEN14365	Valiant Law				
APMWB	Virtual Pay	CV28-25-2737	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					5,980.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-424.0000.64030	52.67
Dept 424 Total:					52.67
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB K08222	Virtual Pay Kootenai Animal Hospital	CP-0259940	PD Gasoline	001-427.0000.64030	255.69
APMWB	Virtual Pay	888014639	Animal Control Vet Services	001-427.0000.62040	125.96
Dept 427 Total:					381.65
Dept: 431 Streets					
T096	3M				
APMWB A1395	Virtual Pay Advanced Compressor & Hose Inc	9434053571	3M Electrocut Film 1178C Black, 30" x 50 yd	001-431.0000.63260	563.85
APMWB A365	Virtual Pay American On-Site Services	99705	2" Camlock - S228	001-431.0000.68100	69.19
APMWB VEN05261	Virtual Pay CDA PAVING	I72367	Weekly Portapotty clean out	001-431.0000.68130	226.18
APMWB	Virtual Pay	105267	Dumping - Apshalt mixed w/ gravel	001-431.0000.68130	28.13
		105214	Dumping - Clean concrete	001-431.0000.68130	21.88
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	001-431.0000.65004	246.06

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C291	Coeur d' Alene Press				
APMWB	Virtual Pay	31698-01142025	2025 Chip Seal Pre-Qualifications Notice	001-431.0000.62000	118.11
		31698-01212025		001-431.0000.62000	95.81
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-431.0000.64030	4,213.70
VEN05260	ENVIROTECH SERVICES				
APMWB	Virtual Pay	CD202512732	Ice Slicer for 2025/26 Winter Season	001-431.0000.68080	2,031.18
		CD202512731		001-431.0000.68080	2,366.80
		CD202512746		001-431.0000.68080	2,508.42
		CD202512734		001-431.0000.68080	2,316.36
		CD202512756		001-431.0000.68080	2,636.46
		CD202512743		001-431.0000.68080	2,500.66
		CD202512754		001-431.0000.68080	2,044.76
		CD202512752		001-431.0000.68080	1,905.08
		CD202512733		001-431.0000.68080	1,920.60
		CD202512737		001-431.0000.68080	1,910.90
		CD202512736		001-431.0000.68080	1,941.94
		CD202512741		001-431.0000.68080	1,889.56
		CD202512740		001-431.0000.68080	1,883.74
		CD202512745		001-431.0000.68080	1,864.34
		CD202512738		001-431.0000.68080	1,854.64
		CD202512735		001-431.0000.68080	1,924.48
		CD202512739		001-431.0000.68080	1,967.16
		CD202512757		001-431.0000.68080	2,122.36
		CD202512742		001-431.0000.68080	1,996.26
		CD202512761		001-431.0000.68080	2,122.36
		CD202512744		001-431.0000.68080	1,996.26
		CD202512759		001-431.0000.68080	2,097.14
		CD202512751		001-431.0000.68080	1,932.24
I070	Idaho Asphalt Supply, Inc.				
APMWB	Virtual Pay	90000572	Durapatcher Oil 2025	001-431.0000.68090	362.85
		90001070		001-431.0000.68090	375.15
		90000348		001-431.0000.68090	559.65
		90000996	Durapatcher Oil 2025	001-431.0000.68090	559.65
		90001446	Durapatcher Oil 2025	001-431.0000.68090	688.80
		90001665		001-431.0000.68090	565.80
I340	Interstate Concrete & Asphalt				
APMWB	Virtual Pay	1048737	Asphalt - patching	001-431.0000.68090	174.24
		1050144	Asphalt - Patching	001-431.0000.68090	1,184.40
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Virtual Pay	T251325RM-3	Roadway Materials - Shawn Rewoldt	001-431.0000.64020	80.00
VEN14930	National Safety Inc				
APMWB	Virtual Pay	0758982-IN	Earplugs	001-431.0000.63110	83.00
		0758647-IN	Uniform shirts - Paul Strobel	001-431.4000.72000	53.00
		0759194-IN	Uniform shirts - Dave Clancey	001-431.4000.72000	12.16
B100	Owen Equipment Company				
APMWB	Virtual Pay	00131126	Elgin Operator Training	001-431.0000.64020	81.63
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366656/1	Rubber bungees	001-431.0000.67090	27.62
		366841/1	nuts & bolts	001-431.0000.67090	0.70
		366816/1	Leaf Rake	001-431.0000.67090	26.98
		366799/1	Propane	001-431.0000.68090	18.27
		366844/1	propane, keyrings, propane tank	001-431.0000.68100	62.76
S140	Sherwin Williams				
APMWB	Virtual Pay	4236-4	Sprayer repair	001-431.0000.68100	499.19
VEN14310	US Fleet Tracking LLC				
APMWB	Virtual Pay	497603	Vehicle Tracking	001-431.0000.66016	592.68
W090	Welch Comer & Associates, Inc.				
APMWB	Virtual Pay	41354110-032	Spokane St. Rehab Welch Invoice April 2025	001-431.1811.95040	80,400.92
Dept 431 Total:					139,726.06

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-432.0000.64030	72.64
Dept 432 Total:					72.64
Dept: 433 Facility Maintenance					
VEN14834	Carrier Corporation				
APMWB	Virtual Pay	90446387	VFD repair	001-433.0000.68030	518.00
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-433.0000.64030	136.44
VEN10085	Pure Filtration Products, Inc				
APMWB	Virtual Pay	97320	97320	001-433.0000.68030	1,086.00
VEN04236	Ramey's Yard Care				
APMWB	Virtual Pay	805230	City Hall pest control spray	001-433.0000.68010	115.00
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366118.1	hand soap	001-433.0000.63150	10.06
W0226	Walter E Nelson Co				
APMWB	Virtual Pay	548273	paper supplies ch and pd	001-433.0000.63140	294.67
		549160	paper supplies CH and PD	001-433.0000.63140	565.64
		549161	cleaning supplies CH and PD	001-433.0000.63150	334.02
Dept 433 Total:					3,059.83
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Virtual Pay	050825110547	Electronic Scale	001-434.0000.67090	595.00
VEN14736	Cintas Corporation No. 3				
APMWB	Virtual Pay	4231608217	Fleet Laundry & Rug Service	001-434.0000.63160	218.73
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-434.0000.64030	299.48
N001	Napa Auto Parts				
APMWB	Virtual Pay	344436	Battery - L100	001-434.0000.63011	144.55
		344469	Core Deposit from invoice# 344436	001-434.0000.63011	-18.00
		344522	Gearshift cable - L100	001-434.0000.63011	54.42
		345339	Oil Filter - stock	001-434.0000.63012	4.55
		345427	Wiper blades - B114	001-434.0000.63013	88.36
		344438	Oil Filter - stock	001-434.0000.63013	22.20
		343792	Sanding pads	001-434.0000.67090	18.36
R060	Ragan Equipment Co.				
APMWB	Virtual Pay	01-170200	Pivot Mount - P474	001-434.0000.63012	350.80
T106	Titan Truck Equipment				
APMWB	Virtual Pay	1385588	Adjustable CHannel Mount - Stock	001-434.0000.63012	1,035.70
Dept 434 Total:					2,814.15
Dept: 441 Urban Forestry					
A365	American On-Site Services				
APMWB	Virtual Pay	171394	Field Trip Portable Restroom	001-441.1200.64110	165.00
A5189	Aspen Nursery				
APMWB	Virtual Pay	83994	Replacement tree	001-441.0000.68190	323.95
VEN13104	Bluejay Industrial Inc				
APMWB	Virtual Pay	37811	Hardware for nursery upgrade	001-441.0000.68190	63.78
C180	Central Pre Mix Concrete				
APMWB	Virtual Pay	3933386	Concrete for nursery upgrade	001-441.0000.68190	54.24
C280	Coeur d'Alene Power Tool				
APMWB	Virtual Pay	2-284060	18V 6-1/2" CIRC SAW	001-441.0000.67090	290.96
C130	Coeur d'Alene Tractor				
APMWB	Virtual Pay	1084497	Chainsaw bar & chain	001-441.0000.67010	38.99
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-441.0000.64030	631.73
G098	Grainger				
APMWB	Virtual Pay	9500765970	Hardware for Nursery Upgrade	001-441.0000.68190	153.89
H1957	Horizon				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN02005	APMWB Virtual Pay	2S228570	Irrigation parts for the nursery upgrade	001-441.0000.68230	102.30
	Matheus Lumber Company				
C1170	APMWB Virtual Pay	67694017	Lumber for Trail Bridge Construction	001-441.0000.68170	912.77
	Norfolk Iron & Metal Co				
A565	APMWB Virtual Pay	22217991	Iron for Trail Bridge	001-441.0000.68170	103.72
	SiteOne Landscape Supply, LLC				
	APMWB Virtual Pay	152793116-001	Irrigation Parts for Nursery Upgrades	001-441.0000.68230	82.59
		152794188-001	Return irrigation parts	001-441.0000.68230	-704.51
		152793116-001	Irrigation Parts for Nursery Upgrades	001-441.0000.68230	641.08
		153430494-001	NDS A250 1/4 in. Distribution Tubing Polyeth	001-441.0000.68230	-82.87
		153184908-001	Irrigation parts for nursery upgrade	001-441.0000.68230	4.28
		152793116-001	Irrigation Parts for Nursery Upgrades	001-441.0000.68230	5.82
		153184908-001	Irrigation parts for nursery upgrade	001-441.0000.68230	86.75
		152793116-001	Irrigation Parts for Nursery Upgrades	001-441.0000.68230	541.92
Z026	Ziegler Lumber Co #017				
	APMWB Virtual Pay	897557	Lumber for Trail Foot Bridge	001-441.0000.68170	383.55
		895821	Brushes for Trail Bridge Construction	001-441.0000.68170	3.98
		895822	Hardware for trail bridge	001-441.0000.68170	291.11
Dept 441 Total:					4,095.03
Dept: 442 Cemetery					
C210	City of Post Falls				
	APMWB Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	001-442.0000.65004	333.01
	Cold Spring Granite Company				
C2961	APMWB Virtual Pay	RI 2387290	Frazey, Barbara	001-442.0000.63760	319.00
	Coleman Oil Co				
C220	APMWB Virtual Pay	CP-0254685	May Fuel Usage	001-442.0000.64030	655.07
	Fire Safety Specialists				
F070	APMWB Virtual Pay	27403	Extinguisher maintenance	001-442.0000.63110	82.00
	Horizon				
H1957	APMWB Virtual Pay	2S232357	4" main repair tee	001-442.0000.68230	78.66
	Northland Nursery				
N210	APMWB Virtual Pay	220000065328	Medium Bark	001-442.0000.68170	114.00
	Serights Ace Hardware				
R251	APMWB Virtual Pay	366746/1	Chlorine	001-442.0000.63150	187.84
		366677/1	Blades and cap	001-442.0000.68230	13.28
		366726/1	stand pipe	001-442.0000.68230	35.98
W230	Wilbert Precast Inc.				
	APMWB Virtual Pay	3355533-1	Nell Simpson FD	001-442.0000.63760	225.00
Dept 442 Total:					2,043.84
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
	APMWB Virtual Pay	0003052332	Acetylene Rent Rate	001-443.0000.64030	9.08
	Allplay Systems, LLC				
VEN11770	APMWB Virtual Pay	2025-071F	Talk tube for Crown Pointe Playground	001-443.0000.68013	638.79
	American On-Site Services				
A365	APMWB Virtual Pay	I71865	Hilde Kellogg Portable Restroom	001-443.0000.65050	200.00
		I71811	Q'emiln Park Portables	001-443.0000.65050	400.00
		I71809	The Landings Portable Restroom	001-443.0000.65050	200.00
		I71866	Warren Park Portable Restroom	001-443.0000.65050	200.00
		I71785	MTH - Handicap Unit \$200.00 1 May 1, 2025	001-443.0000.65050	200.00
		I71871	Skate Park Portable Restroom	001-443.0000.65050	200.00
		I71867	Tennis Courts Portable Restroom	001-443.0000.65050	200.00
		I71875	Community Garden Portable Restroom	001-443.0000.65050	177.60
		I71787	Corbin Park Portable Restroom	001-443.0000.65050	115.00
		I71786	Black Bay Portable Restroom	001-443.0000.65050	115.00
		I71787	Corbin Park Portable Restroom	001-443.0000.65050	38.80
VEN14808	Ardurra Group, Inc				
	APMWB Virtual Pay	230061 12	Black Bay Parking Lot	001-443.0000.62040	2,479.20
		220689-15	Q'emiln Well Improvement Planning	001-443.1658.62330	522.40

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN14428	Asphalt Pros USA				
APMWB	Virtual Pay	#821	Seacoat Centennial Trail	001-443.0000.68111	1,800.00
		#818	Sealcoat North Side of Karen Streeter Trail	001-443.0000.68111	22,422.00
		#817	Sealcoat South Side of Karen Streeter Trail	001-443.0000.68111	21,845.00
		#822	Crack fill, sealcoat & stripe Crown Pointe	001-443.0000.68111	8,890.00
VEN04987	Basin Sod, Inc.				
APMWB	Virtual Pay	48474	Sod for Woodbridge Pickleball Court	001-443.0000.68180	462.50
		48745	Sod, Spokane Sq. Ft. - Woodbridge	001-443.0000.68180	410.00
		48474	Sod for Woodbridge Pickleball Court	001-443.0000.68180	60.00
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	001-443.0000.65004	3,431.65
				001-443.0000.68230	13.21
C280	Coeur d'Alene Power Tool				
APMWB	Virtual Pay	2-285724	18v IMPACT DRIVER KIT - tool	001-443.0000.67090	168.00
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-443.0000.64030	4,658.91
H002	H & E Equipment Services Inc				
APMWB	Virtual Pay	900378293	Lift Rental for Tullamore Shelter	001-443.0000.67070	561.25
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366987/1	Tools for parks	001-443.0000.67090	34.52
		366698/1	Sand discs	001-443.0000.67090	28.04
		366702/1	VALVE KEY 4-WAY	001-443.0000.67090	10.79
		366670/1	Return of Irrigation Parts	001-443.0000.68230	-6.67
		366659/1	Hydrant for Irrigation	001-443.0000.68230	49.49
VEN15091	Simpliverified, LLC				
APMWB	Virtual Pay	65716	May 2025 background checks	001-443.0000.62080	160.00
A565	SiteOne Landscape Supply, LLC				
APMWB	Virtual Pay	153909504-001	Irrigation parts for North Parks	001-443.0000.68230	539.88
		153928002-001	Irrigation parts for South Parks	001-443.0000.68230	88.93
		154189837-001	Irritrol R811-24VACG Replacement Solenoid	001-443.0000.68230	84.74
VEN15083	Standard Pool and Spa LLC				
APMWB	Virtual Pay	2224	Re-seal splash pads at 3 locations	001-443.0000.68013	3,025.00
U0010	ULINE				
APMWB	Virtual Pay	193146173	Extinguisher box break away panels	001-443.0000.63110	91.72
		193146172	Cart for Trailhead	001-443.0000.63150	403.19
U040	United Electrical				
APMWB	Virtual Pay	23257	Electric to fans at Kiwanis	001-443.0000.62180	772.67
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Virtual Pay	17140496	Herbicide for Parks	001-443.0000.68220	2,374.90
Dept 443 Total:					78,075.59
Dept: 444 Parks - Construction					
A365	American On-Site Services				
APMWB	Virtual Pay	171864	Chase Park Portable Restroom - due to fire	001-444.1665.93180	200.00
U040	United Electrical				
APMWB	Virtual Pay	23265	Install Power Pedestal at Chase Park	001-444.1665.93180	2,875.00
Dept 444 Total:					3,075.00
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Virtual Pay	171572	Soccer Sanitation	001-445.0000.65050	135.40
VEN01020	Cindy Jacobs				
APMWB	Virtual Pay	05.29.25	May Contractual Services	001-445.0000.62040	54.60
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-445.0000.64030	63.38
VEN04489	Kroc Center				
APMWB	Virtual Pay	05.21.25	Dance Recital Theater Rental	001-445.0000.63080	643.50
R996	Reiber, Crystal				
APMWB	Virtual Pay	05.29.25	May Contractual Payment	001-445.0000.62040	70.00
VEN15091	Simpliverified, LLC				
APMWB	Virtual Pay	65716	May 2025 background checks	001-445.0000.62080	362.50

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14261	The JACC				
APMWB	Virtual Pay	05.29.25	Jan, Feb, Mar, Apr Contractual Serveices.	001-445.0000.62040	798.00
Dept 445 Total:					2,127.38
Dept: 450 Economic & Comm. Dev. Rev					
VEN15106	Michael Welch				
APMWB	Virtual Pay	05.27.25	Building permit refund HBDC-21-120	001-450.1753.38507	1,318.55
Dept 450 Total:					1,318.55
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Virtual Pay	0000036226-05152	(Public Notification Pleasant View ANNEX-000001-451.0000.62000		411.08
Dept 451 Total:					411.08
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Virtual Pay	100278	Utility Billing and Delinquency notices	001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-452.0000.64030	431.11
Dept 452 Total:					481.11
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	001-453.0000.64030	322.85
VEN15106	Michael Welch				
APMWB	Virtual Pay	05.27.25	Building permit refund HBDC-21-120	001-453.1752.33501	150.00
Dept 453 Total:					472.85
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	001-481.0000.68390	318.00
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366625/1	rotunda plant supplies	001-481.0000.62040	39.74
Dept 481 Total:					357.74
Fund 001 Total:					286,373.46
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN14039	OneBridge				
APMWB	Virtual Pay	INV-4270	June 2025 HSA Fees	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Virtual Pay	INV-00208214	May 2025 COBRA notices	003-482.0000.62160	112.00
		INV-00207342-B	April Cobra letters	003-482.0000.62160	28.00
Dept 482 Total:					290.00
Fund 003 Total:					290.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
D070	Dell Marketing LP				
APMWB	Virtual Pay	10817534769	Dispatch Workstations 2025 Refresh	008-426.0000.67020	17,834.58
VEN12933	Evans Consoles Incorporated				
APMWB	Virtual Pay	U41447	EvansCare Dispatch Center Maintenance	008-426.0000.67020	2,673.00
VEN14584	Sylint, LLC				
APMWB	Virtual Pay	20870	Monthly Sylint payments	008-426.0000.66043	3,591.58
Dept 426 Total:					24,099.16
Fund 008 Total:					24,099.16
Fund: 017 - ANNEXATION FEES					

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 410 General Government Services							
VEN05894	FCS Group						
APMWB	Virtual Pay			4137-22505068	Long range financial plan and analysis	017-410.0000.62040	5,285.00
Dept 410 Total:							5,285.00
Fund 017 Total:							5,285.00
Fund: 023 - SPECIAL EVENTS							
Dept: 446 Special Events							
P410	Post Falls Highway District						
APMWB	Virtual Pay			05.22.25	Special event Application-Triathlon	023-446.1602.63000	350.00
Dept 446 Total:							350.00
Fund 023 Total:							350.00
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT							
Dept: 442 Cemetery							
VEN15019	Kretz Kustomz LLC						
APMWB	Virtual Pay			1190-C	completion of north expansion wrought iron f	029-442.0000.80090	11,688.00
Dept 442 Total:							11,688.00
Fund 029 Total:							11,688.00
Fund: 035 - PUBLIC SAFETY IMPACT FEES							
Dept: 420 Public Safety Impact Fees							
VEN14481	HMH Engineering						
APMWB	Virtual Pay			D25030-01	PD Parking Lot Expansion - HMH Invoice M	035-420.0000.95015	1,760.00
VEN15106	Michael Welch						
APMWB	Virtual Pay			05.27.25	Building permit refund HBDC-21-120	035-420.2002.38204	373.74
W090	Welch Comer & Associates, Inc.						
APMWB	Virtual Pay			41354180-009	Impact Fee Update	035-420.0000.80300	3,219.25
				41354180-010		035-420.0000.80300	1,892.50
Dept 420 Total:							7,245.49
Fund 035 Total:							7,245.49
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
J105	J-U-B Engineers, Inc.						
APMWB	Virtual Pay			0184508	Transportation Master Plan	037-431.0000.80290	11,602.00
VEN15106	Michael Welch						
APMWB	Virtual Pay			05.27.25	Building permit refund HBDC-21-120	037-431.2003.38205	1,037.17
W090	Welch Comer & Associates, Inc.						
APMWB	Virtual Pay			41354180-009	Impact Fee Update	037-431.0000.80300	3,219.25
				41354180-010		037-431.0000.80300	1,892.50
Dept 431 Total:							17,750.92
Fund 037 Total:							17,750.92
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							
VEN07913	CANNON HILL						
APMWB	Virtual Pay			42660	Removed sheds, barn & fence at Hastings H	038-443.0000.94170	6,800.00
VEN15106	Michael Welch						
APMWB	Virtual Pay			05.27.25	Building permit refund HBDC-21-120	038-443.2004.38303	1,562.90
W090	Welch Comer & Associates, Inc.						
APMWB	Virtual Pay			41354180-010	Impact Fee Update	038-443.0000.80300	1,892.50
				41354180-009		038-443.0000.80300	3,219.25
Dept 463 Total:							13,474.65

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Virtual Pay	145900	Monthly Comps May 2025	650-463.0000.68360	1,080.00
A424	Anatek Labs, Inc.				
APMWB	Virtual Pay	2512893	Surface Water Testing	650-463.0000.68360	565.00
		2512481		650-463.0000.68360	910.00
VEN14736	Cintas Corporation No. 3				
APMWB	Virtual Pay	4231608509	WWTP Uniforms	650-463.4000.72000	159.66
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	650-463.0000.65080	140.36
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	650-463.0000.65005	536.63
D070	Dell Marketing LP				
APMWB	Virtual Pay	10817016741	Water and waste water PC refresh	650-463.0000.80010	5,036.35
G098	Grainger				
APMWB	Virtual Pay	9518303996	Air Filters	650-463.0000.68025	219.60
		9518630844	Padlock	650-463.0000.68025	244.92
		9515537240	Utility Carts	650-463.0000.68025	437.32
I2731	Inland Environmental Resources				
APMWB	Virtual Pay	2025-0775	Mag Deliveries	650-463.0000.63008	9,162.40
J105	J-U-B Engineers, Inc.				
APMWB	Virtual Pay	0184573	Solids Handling Study JUB Invoice April 202	650-463.3125.95520	4,235.60
VEN15106	Michael Welch				
APMWB	Virtual Pay	05.27.25	Building permit refund HBDC-21-120	650-463.3305.39630	60.00
VEN04172	Northwest Scientific, Inc.				
APMWB	Virtual Pay	5191587	E.coli incubator	650-463.0000.63400	3,570.00
V040	ODP Business Solutions				
APMWB	Virtual Pay	423556333001	Office supplies-Wastewater	650-463.0000.63060	8.49
		423556332001		650-463.0000.63060	34.80
O050	Oxarc Inc.				
APMWB	Virtual Pay	0032335004	Sodium Bisulfite	650-463.0000.63008	5,286.00
		0032336033		650-463.0000.63008	5,286.00
		0032335401	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	2,980.75
		0032338506		650-463.0000.68820	2,246.75
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366675/1	WWTP Supplies	650-463.0000.68025	41.37
		366865/1	Batteries	650-463.0000.68025	55.33
		366772/1	WWTP Supplies	650-463.0000.68025	13.46
VEN15091	Simpliverified, LLC				
APMWB	Virtual Pay	65716	May 2025 background checks	650-463.6530.62080	30.00
VEN02035	Staples, Inc				
APMWB	Virtual Pay	6033270588	Office Supplies-Water/WW	650-463.0000.63060	65.22
T118	TPI Embroidery				
APMWB	Virtual Pay	12293	Rain Jacket	650-463.4000.72000	65.98
U1006	Univar Solutions USA, LLC				
APMWB	Virtual Pay	53056808	Caustic Soda Deliveries	650-463.0000.63008	4,779.25
		53038666	Aluminum Sulfate	650-463.0000.63490	6,846.00
W0226	Walter E Nelson Co				
APMWB	Virtual Pay	549015	KIMWIPES	650-463.0000.63400	279.30
W2066	Whitney Equipment Co. Inc.				
APMWB	Virtual Pay	PS-INV112565	Cleaning kit for UVVIS probes	650-463.0000.68025	121.43
Dept 463 Total:					54,497.97
Dept: 466 Wastewater - Collections					
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Virtual Pay	94362	Flat Top 2'	650-466.0000.63000	150.00
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	650-466.0000.65080	26.42

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB C220	Virtual Pay Coleman Oil Co	INV0150263	28-0089-00 City utilities 05.25	650-466.0000.65081	403.34
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	650-466.0000.65005	1,971.01
Dept 466 Total:					2,550.77
Dept: 468 Wastewater - Surface Water					
VEN14736	Cintas Corporation No. 3				
APMWB C210	Virtual Pay City of Post Falls	4231608509	WWTP Uniforms	650-468.4000.72000	159.66
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	650-468.0000.65080	59.26
C220	Coleman Oil Co			650-468.0000.65081	1,748.35
APMWB R251	Virtual Pay Serights Ace Hardware	CP-0254685	May Fuel Usage	650-468.0000.65005	614.01
APMWB	Virtual Pay	366765/1	Grass Seed & Bolt	650-468.0000.68380	111.58
Dept 468 Total:					2,692.86
Fund 650 Total:					59,741.60
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB VEN15106	Virtual Pay Michael Welch	0184578	Tertiary Upgrade JUB Invoice April 2025	651-463.3213.90015	91,485.32
APMWB P050	Virtual Pay Panhandle Area Council	05.27.25	Building permit refund HBDC-21-120	651-463.3308.38625	5,135.00
APMWB	Virtual Pay	61-PFLM	Tertiary Upgrade PAC Invoice May 2025	651-463.3213.90015	1,192.50
Dept 463 Total:					97,812.82
Fund 651 Total:					97,812.82
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
W090	Welch Comer & Associates, Inc.				
APMWB	Virtual Pay	41354160-015	Guy Rd LS & Fisher Grav Sewer Welch Invoi	652-463.3232.95520	40,097.50
		41354120-036	Corbin LS - Welch Comer Invoice April 2025	652-463.3234.95520	1,190.00
Dept 463 Total:					41,287.50
Fund 652 Total:					41,287.50
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN05261	CDA PAVING				
APMWB	Virtual Pay	105488	DUMPING-CONCRETE W/ REBAR/MIXED- 700-461.0000.65050		591.71
		105435		700-461.0000.65050	713.78
		105529		700-461.0000.65050	19.76
		105266	DUMPING CLEAN CONCRETE-SL -	700-461.0000.65050	18.13
		105529	DUMPING-CONCRETE W/ REBAR/MIXED- 700-461.0000.65050		189.26
K100	Kootenai County Solid Waste				
APMWB	Virtual Pay	09-30289/12-21305	Park clean-up	700-461.0000.65050	184.08
		10-30289.00 05.15.21	10-30289-00 this account is to be paid by ticl	700-461.0000.65050	-567.11
		09-30289/12-21056	Parks clean-up	700-461.0000.65050	7.97
		09-30289/12-21220		700-461.0000.65050	10.09
		09-30289/12-20893	Park clean-up	700-461.0000.65050	130.39
		09-30289/12-22027	Parks Cleanup	700-461.0000.65050	10.74
		09-30289/12-15228	Warren Clean-up	700-461.0000.65050	27.61
		09-30289/12-21458	Parks clean-up	700-461.0000.65050	32.92
		09-30289/44-66137	Inert Fill	700-461.0000.65050	53.99
		09-30289/12-26511	Park clean-up	700-461.0000.65050	95.11
		09-30289/12-21214	Parks clean-up	700-461.0000.65050	11.15
		09-30289/12-21392	Parks Clean-up	700-461.0000.65050	164.14

Dept 461 Total: 1,693.72

Fund 700 Total: 1,693.72

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
B091	BDS				
APMWB	Virtual Pay	100278	Utility Billing and Delinquency notices	750-462.0000.62410	1,665.45
C210	City of Post Falls				
APMWB	Virtual Pay	INV0150263	28-0089-00 City utilities 05.25	750-462.0000.65004	129.44
C220	Coleman Oil Co				
APMWB	Virtual Pay	CP-0254685	May Fuel Usage	750-462.0000.64030	1,609.24
H215	Core & Main LP				
APMWB	Virtual Pay	W023774	1" Resetter	750-462.0000.63280	787.91
		W980882	Hymax Grip End Cap	750-462.0000.63280	390.16
		W828260	Socket Sets	750-462.0000.67090	871.68
D070	Dell Marketing LP				
APMWB	Virtual Pay	10817016741	Water and waste water PC refresh	750-462.0000.80010	5,036.35
H1957	Horizon				
APMWB	Virtual Pay	2S232033	Replacement Backflow Assembly	750-462.0000.63280	1,603.09
J105	J-U-B Engineers, Inc.				
APMWB	Virtual Pay	0184458	Well #4 Rehab - JUB Invoice April 2025	750-462.3227.95550	21,786.30
K080	Knudtsen Chevrolet and GMAC				
APMWB	Virtual Pay	6287612/1	Oil Change Matts Truck	750-462.0000.67170	119.14
VEN15106	Michael Welch				
APMWB	Virtual Pay	05.27.25	Building permit refund HBDC-21-120	750-462.3316.33605	290.00
N001	Napa Auto Parts				
APMWB	Virtual Pay	344103	Jack Stands	750-462.0000.63280	74.83
		344153	Solar Battery Charger W116	750-462.0000.67170	51.02
		344149	Battery for W116	750-462.0000.67170	139.26
N0991	Norco Inc				
APMWB	Virtual Pay	0043650650	Eyewear Cleaning Wipes	750-462.0000.63110	11.60
		0043649700	3/8 Flute End Mill	750-462.0000.63280	81.54
V040	ODP Business Solutions				
APMWB	Virtual Pay	424125379001	Return on Tempered Glass Screen Protector	750-462.0000.63060	-64.58
P180	Perfection Tire				
APMWB	Virtual Pay	1091082	Tire Changeover W116	750-462.0000.67170	192.00
R251	Serights Ace Hardware				
APMWB	Virtual Pay	366867/1	Water Shop & Office Supplies	750-462.0000.63060	58.39
		366832/1	Water Shop Supplies	750-462.0000.63280	95.75
		366868/1	Batteries 9V	750-462.0000.63280	15.99
		366867/1	Water Shop & Office Supplies	750-462.0000.63280	58.38
		366598/1	Water Shop Supplies	750-462.0000.63280	111.96
VEN02035	Staples, Inc				
APMWB	Virtual Pay	6033270588	Office Supplies-Water/WW	750-462.0000.63060	12.00
VEN15055	WM Welch Corp				
APMWB	Virtual Pay	Well #4 Pay App #3	Well #4 Rehab - Pay App #3 April - May 2021	750-462.3227.95550	55,883.75
Dept 462 Total:					91,010.65
Fund 750 Total:					91,010.65
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
VEN15106	Michael Welch				
APMWB	Virtual Pay	05.27.25	Building permit refund HBDC-21-120	753-462.3308.38605	3,169.08
Dept 462 Total:					3,169.08
Fund 753 Total:					3,169.08
Report Total:					661,272.05



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-22115	6,000.00
	001-412.0000.63060	116.42
	001-412.0000.66043	2,557.42
	001-412.0000.66070	360.00
	001-414.0000.62000	277.64
	001-414.0000.62120	250.00
	001-414.0000.63060	17.69
	001-414.0000.66050	86.52
	001-414.1445.62170	6,795.76
	001-414.1445.62190	3,872.95
	001-418.0000.63060	39.49
	001-418.0000.64020	300.00
	001-421.0000.64010	150.00
	001-421.0000.64030	6,657.40
	001-421.0000.65004	281.42
	001-421.0000.66043	838.50
	001-421.0000.67100	885.21
	001-421.0000.67170	373.95
	001-421.0000.68010	115.00
	001-421.0000.90050	11,229.00
	001-421.4000.72000	373.92
	001-423.1153.68400	5,980.00
	001-424.0000.64030	52.67
	001-427.0000.62040	125.96
	001-427.0000.64030	255.69
	001-431.0000.62000	213.92
	001-431.0000.63110	83.00
	001-431.0000.63260	563.85
	001-431.0000.64020	161.63
	001-431.0000.64030	4,213.70
	001-431.0000.65004	246.06
	001-431.0000.66016	592.68
	001-431.0000.67090	55.30
	001-431.0000.68080	47,733.70
	001-431.0000.68090	4,488.81
	001-431.0000.68100	631.14
	001-431.0000.68130	276.19
	001-431.1811.95040	80,400.92
	001-431.4000.72000	65.16
	001-432.0000.64030	72.64
	001-433.0000.63140	860.31
	001-433.0000.63150	344.08
	001-433.0000.64030	136.44
	001-433.0000.68010	115.00
	001-433.0000.68030	1,604.00
	001-434.0000.63011	180.97
	001-434.0000.63012	1,391.05
	001-434.0000.63013	110.56
	001-434.0000.63160	218.73
	001-434.0000.64030	299.48
	001-434.0000.67090	613.36
	001-441.0000.64030	631.73
	001-441.0000.67010	38.99
	001-441.0000.67090	290.96
	001-441.0000.68170	1,695.13

001-441.0000.68190	595.86
001-441.0000.68230	677.36
001-441.1200.64110	165.00
001-442.0000.63110	82.00
001-442.0000.63150	187.84
001-442.0000.63760	544.00
001-442.0000.64030	655.07
001-442.0000.65004	333.01
001-442.0000.68170	114.00
001-442.0000.68230	127.92
001-443.0000.62040	2,479.20
001-443.0000.62080	160.00
001-443.0000.62180	772.67
001-443.0000.63110	91.72
001-443.0000.63150	403.19
001-443.0000.64030	4,667.99
001-443.0000.65004	3,431.65
001-443.0000.65050	2,046.40
001-443.0000.67070	561.25
001-443.0000.67090	241.35
001-443.0000.68013	3,663.79
001-443.0000.68111	54,957.00
001-443.0000.68180	932.50
001-443.0000.68220	2,374.90
001-443.0000.68230	769.58
001-443.1658.62330	522.40
001-444.1665.93180	3,075.00
001-445.0000.62040	922.60
001-445.0000.62080	362.50
001-445.0000.63080	643.50
001-445.0000.64030	63.38
001-445.0000.65050	135.40
001-450.1753.38507	1,318.55
001-451.0000.62000	411.08
001-452.0000.62040	50.00
001-452.0000.64030	431.11
001-453.0000.64030	322.85
001-453.1752.33501	150.00
001-481.0000.62040	39.74
001-481.0000.68390	318.00
Fund 001 Total:	286,373.46
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	140.00
003-482.4155.71210	150.00
Fund 003 Total:	290.00
008 - 911 SUPPORT	
008-426.0000.66043	3,591.58
008-426.0000.67020	20,507.58
Fund 008 Total:	24,099.16
017 - ANNEXATION FEES	
017-410.0000.62040	5,285.00
Fund 017 Total:	5,285.00
023 - SPECIAL EVENTS	
023-446.1602.63000	350.00
Fund 023 Total:	350.00
029 - CEMETERY CAPITAL IMPROVEMENT	
029-442.0000.80090	11,688.00
Fund 029 Total:	11,688.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	5,111.75
035-420.0000.95015	1,760.00
035-420.2002.38204	373.74
Fund 035 Total:	7,245.49
037 - STREETS IMPACT FEES	
037-431.0000.80290	11,602.00
037-431.0000.80300	5,111.75

037-431.2003.38205	1,037.17
Fund 037 Total:	17,750.92
038 - PARKS IMPACT FEES	
038-443.0000.80300	5,111.75
038-443.0000.94170	6,800.00
038-443.2004.38303	1,562.90
Fund 038 Total:	13,474.65
650 - RECLAIMED WATER OPERATING	
650-463.0000.63008	24,513.65
650-463.0000.63060	108.51
650-463.0000.63400	3,849.30
650-463.0000.63490	6,846.00
650-463.0000.65005	536.63
650-463.0000.65080	140.36
650-463.0000.68025	1,133.43
650-463.0000.68360	2,555.00
650-463.0000.68820	5,227.50
650-463.0000.80010	5,036.35
650-463.3125.95520	4,235.60
650-463.3305.39630	60.00
650-463.4000.72000	225.64
650-463.6530.62080	30.00
650-466.0000.63000	150.00
650-466.0000.65005	1,971.01
650-466.0000.65080	26.42
650-466.0000.65081	403.34
650-468.0000.65005	614.01
650-468.0000.65080	59.26
650-468.0000.65081	1,748.35
650-468.0000.68380	111.58
650-468.4000.72000	159.66
Fund 650 Total:	59,741.60
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	92,677.82
651-463.3308.38625	5,135.00
Fund 651 Total:	97,812.82
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3232.95520	40,097.50
652-463.3234.95520	1,190.00
Fund 652 Total:	41,287.50
700 - SANITATION	
700-461.0000.65050	1,693.72
Fund 700 Total:	1,693.72
750 - WATER OPERATING	
750-462.0000.62410	1,665.45
750-462.0000.63060	5.81
750-462.0000.63110	11.60
750-462.0000.63280	3,219.61
750-462.0000.64030	1,609.24
750-462.0000.65004	129.44
750-462.0000.67090	871.68
750-462.0000.67170	501.42
750-462.0000.80010	5,036.35
750-462.3227.95550	77,670.05
750-462.3316.33605	290.00
Fund 750 Total:	91,010.65
753 - WATER CAPITAL	
753-462.3308.38605	3,169.08
Fund 753 Total:	3,169.08
Report Total:	661,272.05

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILI

6/6/2025	\$138.05	APA000003	AT&T Long Distance
6/6/2025	\$521.17	APA000004	AT&T Mobility
6/6/2025	\$656.17	APA000005	AT&T Mobility
6/6/2025	\$18.67	APA000006	AT&T Mobility
6/6/2025	\$628.35	APA000007	AT&T Mobility
6/6/2025	\$90.46	APA000008	AT&T Mobility
6/6/2025	\$1,424.55	APA000009	Avista
6/6/2025	\$149.98	APA000010	Charter Communications
6/6/2025	\$159.99	APA000011	Charter Communications
6/6/2025	\$169.99	APA000012	Charter Communications
6/6/2025	\$16.94	APA000013	Charter Communications
6/6/2025	\$750.00	APA000014	East Greenacres Irrigation
6/6/2025	\$452.65	APA000015	H & H Business Systems
6/6/2025	\$29,751.74	APA000016	Idaho State Tax Commission
6/6/2025	\$1,505.87	APA000017	Kootenai Electric
6/6/2025	\$625.09	APA000018	Level 3 Communications
6/6/2025	\$919.42	APA000019	Level 3 Communications
6/6/2025	\$447.43	APA000020	Post Falls Food Bank
6/6/2025	\$350.00	APA000021	Ricoh USA Inc.
6/6/2025	\$906.50	APA000022	Ross Point Water
6/6/2025	\$99.98	APA000023	TDS
6/6/2025	\$713.12	APA000024	T-Mobile
6/6/2025	\$1,678.80	APA000025	T-Mobile
6/6/2025	\$1,845.33	APA000026	Verizon Wireless
6/6/2025	\$120.03	APA000027	Verizon Wireless
6/6/2025	\$298.95	APA000028	Zipty Fiber
6/6/2025	\$63.99	APA000029	Zipty Fiber
6/6/2025	\$50.04	APA000030	Zipty Fiber
6/6/2025	\$146.03	APA000031	Zipty Fiber
6/6/2025	\$80.90	APA000032	Zipty Fiber
6/6/2025	\$91.90	APA000033	Zipty Fiber
6/6/2025	\$93.10	APA000034	Zipty Fiber

\$44,965.19

ITY FOR CHECK RUN 06.18.25

Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	650-466.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-417.0000.63080
Pay Before Due Date	750-462.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22110
Pay Before Due Date	001-421.0000.66050
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-481.0000.68390
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-445.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Killdeer Meadows Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the Killdeer Meadows subdivision. No presentation is planned for this item.

DISCUSSION:

This Agreement reflects the construction phase of the Killdeer Meadows 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 an 18-lot subdivision, on five (5) acres, located south of the Killdeer Avenue and May Ella Loop intersection. The application was submitted by Northern Lights Development, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and Ross Point Water District (water purveyor).

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 6, 2025 - Master Development Agreement (SUBD-24-8)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

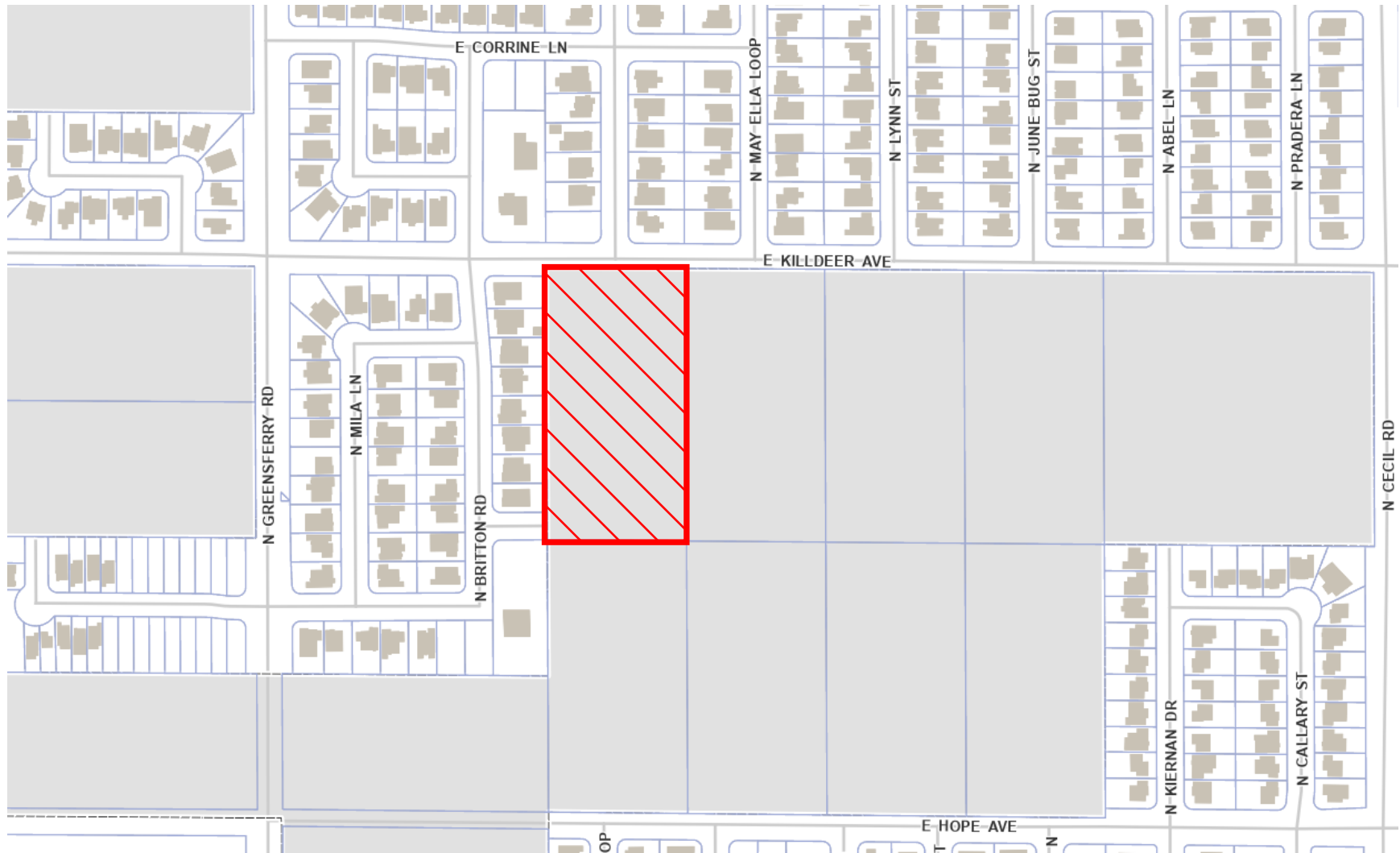
Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Killdeer Meadows Location Map
2. DRAFT CIA



KILLDEER MEADOWS LOCATION MAP

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

Michael Fitzgerald II
Northern Lights Development, LLC
179 E. Wilbur Ave.
Dalton Gardens, ID 83815
(208) 772-4083

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)SS
County of Kootenai)

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

STATE OF IDAHO)
)
) ss
County of Kootenai)

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

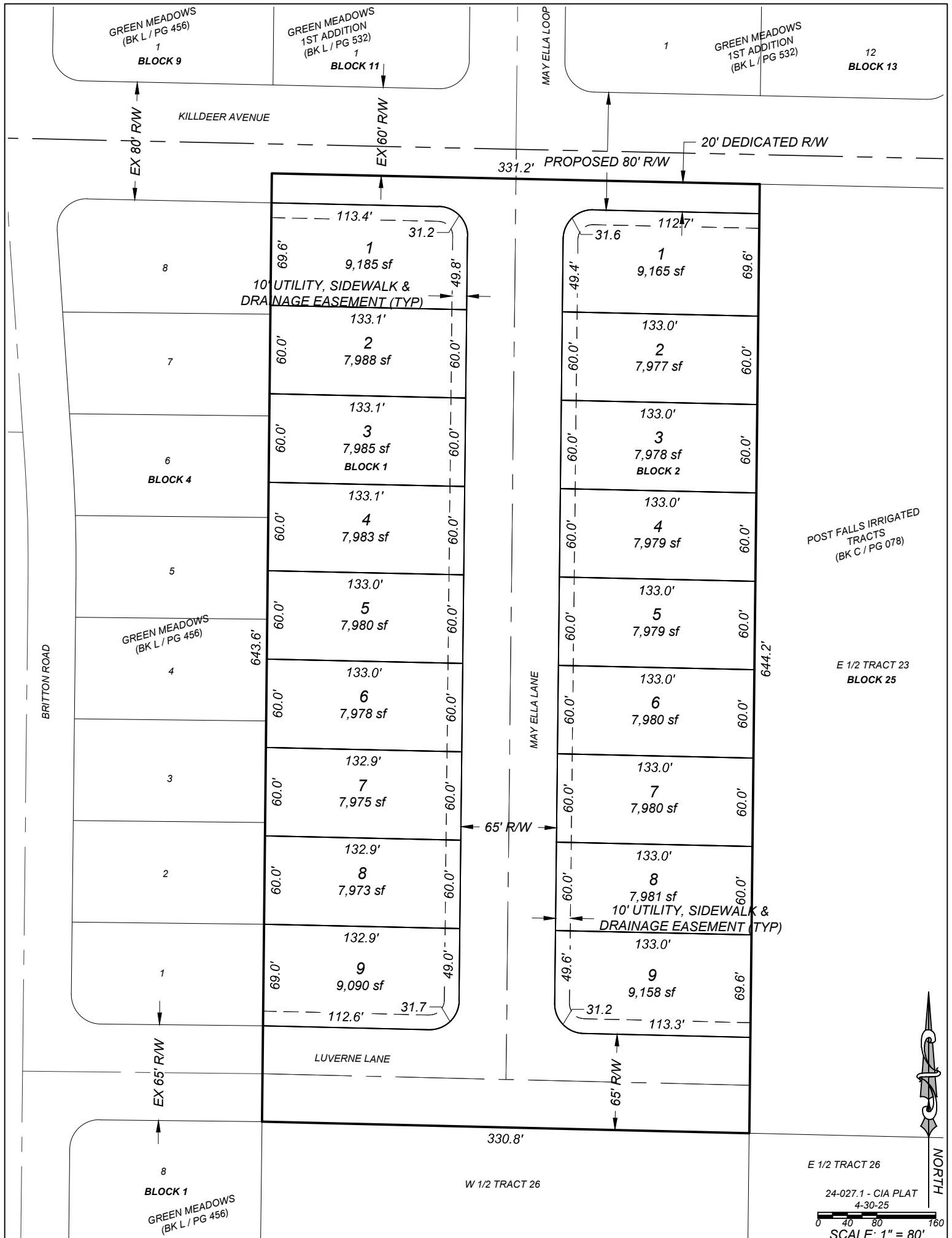
ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Killdeer Meadows

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

ATTACHMENT "A"

The West half of Tract 23, Block 25 of the plat of Post Falls Irrigated Tracts filed in Book C of plats at Page 78, Records of Kootenai County, lying in the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.



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

Northern Lights Development, LLC

FOR

Killdeer Meadows

<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

Killdeer Meadows

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: **\$ 377,085.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 150,860.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 18,000.00**
5. Total cost of improvements: **\$ 545,945.00**
6. Warranty amount: **\$ 40,945.88**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Killdeer Meadows

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

CIA Estimate: Attachment "C-1"					
SIZE	Description	Quantity	Units	Unit Price	Amount
	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
				Subtotal:	\$ 10,000.00
	Water Improvements			Water Improvements	
	Connect to Existing Water	2	EA	\$ 3,000.00	\$ 6,000.00
	8" Water Main PVC	972	LF	\$ 55.00	\$ 53,460.00
	1" Water Services	18	EA	\$ 3,025.00	\$ 54,450.00
	1" Irrigation Services	2	EA	\$ 3,500.00	\$ 7,000.00
	Fire Hydrants	2	EA	\$ 7,750.00	\$ 15,500.00
				Water Subtotal:	\$ 136,410.00
	Sewer Improvements			Sewer Improvements	
	Connect to Existing Sewer	1	EA	\$ 1,400.00	\$ 1,400.00
	48" Sewer Manhole	2	EA	\$ 3,750.00	\$ 7,500.00
	8" Sewer Main	585	LF	\$ 40.00	\$ 23,400.00
	4" Sewer Services	18	EA	\$ 1,275.00	\$ 22,950.00
				Sewer Subtotal:	\$ 55,250.00
	Hard Surface Improvements			Hard Surface Improvements	
	Rolled Curb	1,730	LF	\$ 23.00	\$ 39,790.00
	Curb and Gutter	335	LF	\$ 27.00	\$ 9,045.00
	Curb Cuts	45	EA	\$ 150.00	\$ 6,750.00
	5' Sidewalks	10,000	SF	\$ 7.50	\$ 75,000.00
	Ped Ramps	7	EA	\$ 2,250.00	\$ 15,750.00
	2/4" Paving	3,000	SY	\$ 20.00	\$ 60,000.00
	3/4" Paving (Killdeer Avenue)	800	SY	\$ 40.00	\$ 32,000.00
				Hard Surface Subtotal:	\$ 238,335.00
	Earthwork			Earthwork	
	Strip Right-of-Way	1	LS	\$ 10,000.00	\$ 10,000.00
	Excavate to Embankment	1	LS	\$ 15,000.00	\$ 15,000.00
	Subgrade Road	1	LS	\$ 5,000.00	\$ 5,000.00
				Earthwork Subtotal:	\$ 30,000.00
	Stormwater Improvements			Stormwater Improvements	
	Swales With Topsoil	1	LS	\$ 18,000.00	\$ 18,000.00
	Single Depth Drywells	2	EA	\$ 3,000.00	\$ 6,000.00
				Stormwater Subtotal:	\$ 24,000.00
	Misc Cost			Misc Costs	
	Utility Trenching	1,700	LF	\$ 8.50	\$ 14,450.00
	Traffic Control	1	LS	\$ 4,500.00	\$ 4,500.00
	Street Lights - Cobra	2	EA	\$ 1,500.00	\$ 3,000.00
	Street Lights - Town & Country	2	EA	\$ 1,000.00	\$ 2,000.00
	Street Trees	30	EA	\$ 600.00	\$ 18,000.00
	Signs & Barricades	8	EA	\$ 450.00	\$ 3,600.00
	Striping	1	LS	\$ 6,400.00	\$ 6,400.00
				Misc Subtotal:	\$ 51,950.00
				Total COST	\$ 545,945.00

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Killdeer Meadows

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

CONSTRUCTION DRAWINGS

Plans Titled: **Killdeer Meadows Construction Drawings & Specifications**

Dated: **5/30/25**

By: **Lake City Engineering, Inc.**

Sheets 1 through 14

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish
1	★	killdeer meadows	1 day?	Mon 5/12	Mon 5/12
2	🚧	mobe	1 day?	Mon 5/12	Mon 5/12
3	🚧	demo buildings	4 days	Tue 5/13	Fri 5/16
4	🚧	clear trees	1 day	Mon 5/19	Mon 5/19
5	🚧	strip row	5 days	Tue 5/20	Mon 5/26
6	🚧	exc to embank incl.borrow	3 days	Tue 5/27	Thu 5/29
7	🚧	sewer	3 days	Fri 5/30	Tue 6/3
8	🚧	sewer services	2 days	Wed 6/4	Thu 6/5
9	🚧	water main	3 days	Fri 6/6	Tue 6/10
10	🚧	water services	3 days	Wed 6/11	Fri 6/13
11	🚧	drywells	1 day	Mon 6/16	Mon 6/16
12	🚧	utility crossings	4 days	Tue 6/17	Fri 6/20
13	🚧	sidewalk grade	3 days	Mon 6/23	Wed 6/25
14	🚧	pour walks	2 days	Thu 6/26	Fri 6/27
15	🚧	curb grade	3 days	Mon 6/30	Wed 7/2
16	🚧	pour curbs	1 day	Thu 7/3	Thu 7/3
17	🚧	subgrade	2 days	Fri 7/4	Mon 7/7
18	🚧	base	2 days	Tue 7/8	Wed 7/9
19	🚧	adjustments	1 day	Thu 7/10	Thu 7/10
20	🚧	paving	1 day	Fri 7/11	Fri 7/11
21	🚧	swales	10 days	Mon 7/14	Fri 7/25
22	🚧	utility main	10 days	Mon 7/14	Fri 7/25
23	🚧	signs/stripping	3 days	Mon 7/28	Wed 7/30

Project: generic
Date: Wed 4/30

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

May 11, '24

May 18, '24

May 25, '24

Jun 1, '25

Jun 8, '25

Jun 15, '25

Jun 22, '25

Jun 29, '25

Jul 6, '25

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Page 1

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

ENGINEERING SERVICES FEE SUMMARY

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

18 Lots X \$350.00 = \$ **6,300.00**

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

Northern Lights Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **Cobra Head**

2 lights X 12 months X \$ 35.00 per month = \$ 840.00

Street light type: **Town & Country**

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

TOTAL = \$ 1446.00

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

 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

Northern Lights Development, LLC

FOR

Killdeer Meadows

 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

Northern Lights Development, LLC

FOR

Killdeer Meadows

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Drew Dittman, P.E.

ENGINEERING FIRM: Lake City Engineering, Inc.

ADDRESS: 126 E. Poplar Ave

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

PHONE NO.: 208-676-0230

E-MAIL ADDRESS: admin@lakecityengineering.com

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

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

Northern Lights Development, LLC

FOR

Killdeer Meadows

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

Northern Lights Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

X The Developer agrees to plant the 12 external street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option.

X The Developer agrees to cash out the internal street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of **\$ 10,800.00**, and is based upon **18** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Idaho Ranch Annexation Reasoned Decision (ANNX-24-8)

ITEM AND RECOMMENDED ACTION:

This item is the final Reasoned Decision for the Idaho Ranch Annexation (ANNX-24-8), which was approved by the city council following a public hearing on April 15, 2025. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:

On April 15, 2025, the city council held a public hearing to consider a request to annex approximately 8.891-acres into the City of Post Falls with Community Commercial Mixed CCM 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 Idaho Ranch Annexation request on April 15, 2025.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.06.17 CC RD Idaho Ranch_ANNX-24-8

**Idaho Ranch Annexation
File No. ANNX-24-8
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Ray Kimball, Whipple Consulting Engineers, on behalf of Jacklin Land Company, LLC

LOCATION: Located on the northern half of 7155 W. Prairie Avenue, approximately .1 miles north of the intersection of N. Fennecus Rd. and W. Prairie Ave.

REQUEST: Request to annex 4.81-acres (8.89-acres with railroad rights-of-way) into the City with a zoning designation of Community Commercial Mixed (CCM)

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Planning & Zoning Minutes
9. S-5 Planning & Zoning Recommendation
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 PFPD Comments
13. PA-4 Phillips 66 Comments
14. PA-5 DEQ Comments
15. PA-6 ITD Comments
16. PA-7 YPL Comments
17. PA-8 DEQ Comments
18. PC-1 Hughes Comments
19. CC Staff Report
20. Testimony at the April 15, 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 detailing the

request to annex approximately 4.81 acres (8.89 acres with railroad rights-of-way) into the City with a recommended zoning of Community Commercial Mixed (CCM). This follows the Planning and Zoning Commission's February 27, 2025 recommendation. The property owner, Jacklin Land Company, represented by Whipple Consulting Engineers, seeks annexation of the northern half of 7155 W. Prairie Avenue. Currently, this is a vacant, undeveloped lot that was formerly part of a larger residential single-family use. The land is situated over the Rathdrum Prairie Aquifer, with water services provided by Ross Point Water District and wastewater services managed by the City of Post Falls. Mr. Manley noted that the surrounding zoning includes other CCM properties to the northwest, with county properties to the northeast and south, and mostly commercial properties along Highway 41.

The proposal aligns with the Future Land Use Map, classified as Transitional. Properties to the north are zoned CCM, while county properties lie to the east and south. The land is adjacent to Fennecus Road, a Major Collector, where no additional rights-of-way or easement dedications are needed. It also sits next to the Prairie Trail, a regional multi-modal facility, without significant expected impacts on the traffic network.

Mr. Manley emphasized that the Future Land Use Designation for this area is Transitional, suitable for growth. The proposed annexation is within the city's Future Land Use Map as a transitional zone and part of the 41 North Focus Area, which encourages mixed-use, multifamily, commercial, and higher-tech development near major roads like Highway 41 and Prairie Avenue. Staff highlighted the proximity to the Prairie Trail, aligning with comprehensive plan goals such as enhancing transportation networks and ensuring sustainable land use planning. Policies like Policy 26 and Policy 69 reinforce the importance of providing pedestrian access to nearby trails, parks, and green spaces. This area is seen as a logical infill that integrates this land into the urban framework and helps define the city's boundaries up to the old rail line.

Robert Palus, City Engineer

City Engineer Robert Palus testified that the annexation area, including Prairie Trail, currently lacks sanitary sewer service. While sewer infrastructure is being extended, development cannot proceed until capacity is verified. The city is collecting fees to fund future improvements, and no permits will be issued until sewer service is confirmed.

Ray Kimball, Applicant

Ray Kimball of Whipple Consulting Engineers spoke on behalf of Jacklin Land Company. Mr. Kimball testimony explained the reasoning behind the proposed annexation and the request for the zoning of the 4.81-acre parcel to Community Commercial Mixed (CCM). He outlined the history of sewer infrastructure planning in the northeast quadrant of Post Falls, highlighting how previous developments, such as Foxtail, had agreed to pay into a special sewer fund. However, the Tech Park, originally part of this plan, is now tied up in probate and inactive. With existing infrastructure already in place, including Fennicus Road and sewer lines, the property owner now seeks to move forward with development that will fill in the service gap and contribute to the fund. Applicant testified that a temporary sewer connection is feasible via a gap-fill to connect to Foxtail's sewer line, and that they are actively working with neighboring property owners.

The annexation would allow the Jacklin family to relocate their corporate office to the site and potentially introduce mixed-use development. Mr. Kimball testified that the parcel is in a transitional land use designation and fits within the city's comprehensive plan goals for higher-density, mixed-use development near major roadways. He emphasized that this proposal is timely, privately funded, and beneficial to the city, helping maintain development

momentum and meeting future infrastructure and community needs.

Council inquired whether the applicant would accept a development agreement restricting freestanding multifamily residential use, consistent with an adjacent CCM zone. The applicant declined, requesting flexibility for potential horizontal or vertical mixed-use development.

The hearing was opened for public comment.

Public Testimony:

In Favor:

Mark Hughes, Post Falls – Mr. Hughes testified that he is a long-time neighbor. He spoke on behalf of the Jacklin family, sharing his positive experience with them and emphasizing the spirit of cooperation within the farming community. While acknowledging that farming is no longer financially viable, he highlighted how the Jacklins have adapted by using their land for more productive purposes, such as developing the health club. He also praised the Jacklins for their responsible development and community contributions, including helping with a water line project without charging for the use of their property. He concluded by expressing strong support for Jacklin's current development efforts, believing it benefits the entire community.

Rob Elder, Post Falls – Not wishing to speak.

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 requested Community Commercial Mixed (CCM) zoning aligns with the surrounding land uses and is consistent with the Transitional land use classification assigned to the property on the Future Land Use Map.

Substantial evidence in the staff report and the applicant's presentation supports this finding. The staff report confirmed that CCM zoning aligns with the transitional land use designation in the city's Future Land Use Map and the policies outlined in the 41 North Focus Area. The 41 North Focus Area emphasizes pedestrian connectivity, improved access to Highway 41, and infrastructure expansion, all of which this annexation will help facilitate.

No evidence to the contrary was presented. Therefore, 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 Council discussion emphasized that relevant aspects of the comprehensive plan for the area include the extension of infrastructure, particularly water and sewer, as a key

consideration. They also noted the importance of multimodal transportation, specifically highlighting the nearby trail as a significant feature aligned with the plan's objectives.

The proposed zoning district aligns with the Comprehensive Plan's goals and policies relevant to the area under consideration. City Council specifically noted that the annexation and zoning aligned with Goal 1, which seeks to apply a zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan.

While the Council's discussion focused mainly on practical infrastructure needs and development timing, the staff report and testimony show consistency with several comprehensive plan policies, including Policy 2 (ensuring compatibility with the future land use map and infrastructure capacity), Policy 26 (promoting access to nearby trails and green spaces), Policy 33 (encouraging utility improvements that support growth), Policy 45 (considering service readiness and traffic in zoning decisions), and Policy 69 (supporting mixed-use development and pedestrian networks in transitional areas). These references are derived from the staff report and are consistent with the Council's deliberations about infrastructure planning, development phasing, and pedestrian connectivity.

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 shows 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. Accordingly, the Council finds that the proposed zoning designation is consistent with the goals and policies of the Comprehensive Plan.

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 CCM zoning district does not create a demonstrable adverse impact on public service delivery. The staff report and agency correspondence reflect that service providers, including Ross Point Water District, the City of Post Falls Wastewater Division, and emergency services, either submitted neutral comments or indicated no objection.

City Engineer Robert Palus testified that although sewer service is not currently available to the site, the applicant intends to extend a dry-line sewer connection northward to the existing Foxtail line to enable service. The City is also collecting area-specific impact fees and surcharges for long-term improvements, including the Meyer Alternative Line. Furthermore, the Council emphasized during deliberations that no building permits would be issued unless and until sewer capacity was verified, thereby protecting the integrity of the city's infrastructure planning.

Given the lack of adverse agency comments, the applicant's commitment to funding infrastructure improvements, and the safeguards imposed through permit conditions, the Council finds that there is no demonstrable adverse impact on public service delivery.

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 Mixed (CCM) for the Idaho Ranch annexation property is consistent with the Post Falls Comprehensive Plan

REASONED DECISION

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. Approval of this annexation affirms the approach of incentivizing development that helps fund necessary infrastructure, while maintaining control over timing and intensity through future permit approvals and capacity checks. 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: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Thurwachter, Planning Admin
SUBJECT: Idaho Ranch Annexation Agreement (ANNX-24-8)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement for the Idaho Ranch Annexation (ANNX-24-8). A presentation is not planned on this item.

DISCUSSION:

On April 15, 2025, the city council held a public hearing to consider a request to annex approximately 8.891 acres into the City of Post Falls with CCM zoning. The entirety of the site is generally located on the northern half of 7155 W. Prairie Avenue. 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 Idaho Ranch Annexation (ANNX-24-8).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Idaho Ranch Annexation (ANNX-24-8) request on April 15, 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 Annexation Agreement Idaho Ranch

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
Idaho Ranch Annexation
(File No. ANNX-24-8)

THIS AGREEMENT is made this _____, 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 Jacklin Land Company LLLP, a Idaho Limited Liability Limited Partnership company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 4752 W. Riverbend Ave, Post Falls, Idaho, 83854.

WHEREAS, Jacklin Land Company LLLP, (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 on the northern half of 7155 W. Prairie Avenue 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 Additional Wastewater System Requirements including 12th Ave. Surcharge:

Sanitary Sewer Surcharges: 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.

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. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is 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 constructed and accepted by the City.

3.2.2 Additional Wastewater System Requirements including Meyer Alternative Surcharge:

Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the Meyer Alternative 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 for the gravity mains to be constructed in Fennecus Rd. (Horsehaven Ave. to Hope Ave.) and along Horsehaven Ave. (SH41 to Fennecus Rd.). 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.

Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the Meyer Alternative Surcharge is based on the need to provide gravity sewer mains along Fennecus Rd. (Horsehaven Ave. to Hope Ave.) and along Horsehaven Ave. (SH41 to Fennecus Rd.). Flows in the basin, north of Poleline Ave., currently utilize a temporary sewer connection to the SH41 mainline. The Meyer Alternative Main will need to be constructed prior to sewer flows reaching the capacity of the existing sewer main located at the intersection of Poleline Ave. / SH41. Owner agrees that if the Meyer Alternative Main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the Meyer Alternative Main has been constructed 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 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. CONSIDERATION/FEES

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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 V. MISCELLANEOUS

- 5.1. 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.
- 5.2. 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.

- 5.3. 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.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.
- 5.5. 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.
- 5.6. 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.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. 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.
- 5.9. 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.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. 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.

- 5.12. 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.
- 5.13. 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.
- 5.14. 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.
- 5.15. 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.
- 5.16. 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

Jacklin Land Company LLLP

By: _____
Ronald G. Jacobson, Mayor

By: Tag Jacklin
Tag Jacklin, Manager

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 _____
Residing at:
Commission Expires:

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on March 28, 2025 by **Tag Jacklin** as a **Manager** of **Jacklin Land Company, LLLP** on behalf of whom the instrument was executed.



Megan Ezell
Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 09/05/2029

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Estates At Waterstone Final Plat

ITEM AND RECOMMENDED ACTION:

Staff recommends approval of the final plat of the Estates At Waterstone subdivision. Approval of this item will authorize the Mayor to sign the final plat. No presentation is planned on this item.

DISCUSSION:

The Estates At Waterstone is a 22-lot subdivision located near E. Ponderosa Blvd and N. Timber Ln. 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 September 24, 2024, and a Construction Improvement Agreement was executed on October 1, 2024, authorizing 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 the Estates At Waterstone 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:

October 1, 2024 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. Estates At Waterstone Plat
2. Estates At Waterstone Location Map

ESTATES AT WATERSTONE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: _____ PAGE: _____

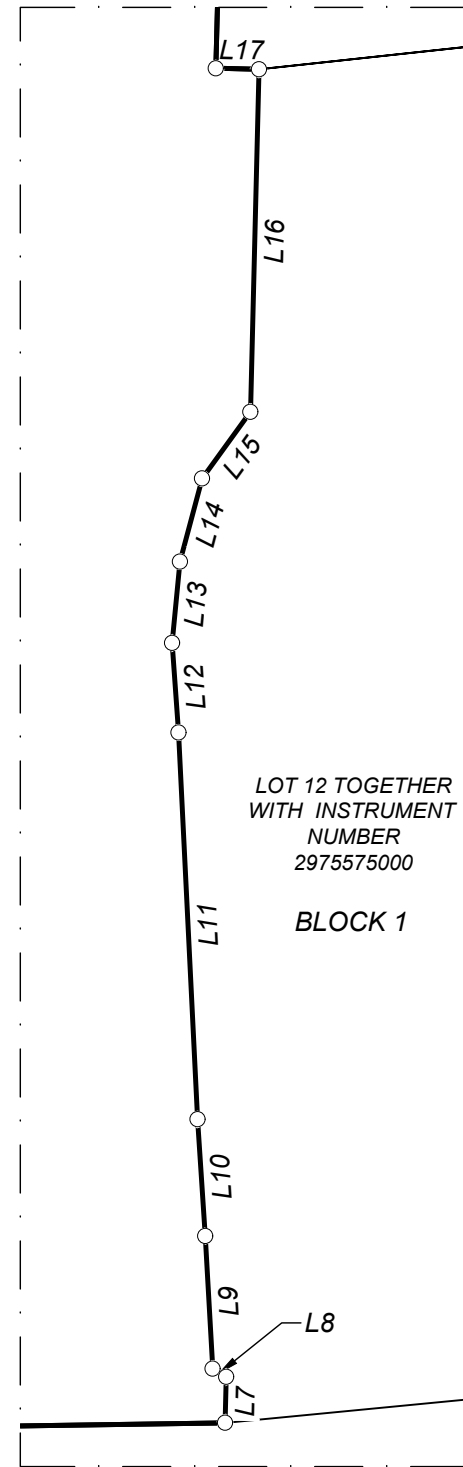
INSTRUMENT No. _____

NORTHWEST SECTION CORNER
FOUND 3-1/4 INCH ALUMINUM CAP MARKED
"PLS 4182" PER CP&F INSTRUMENT NUMBER
2538959000

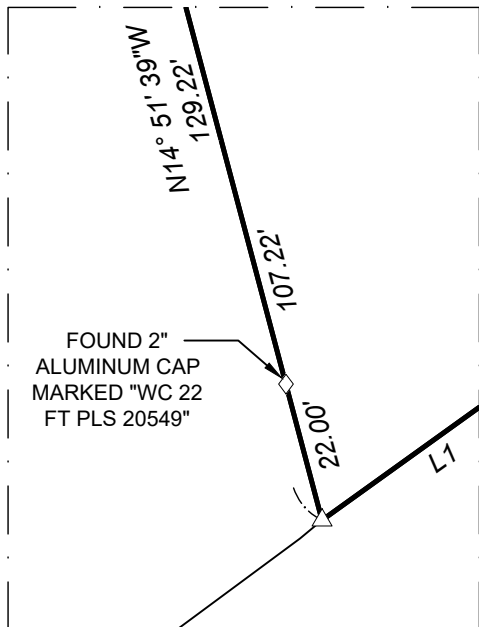


N89°29'37"E 2645.87' (P-3)
EAST 2645.58' (P-2)
S89°56'00"E 2645.48' (R-7)
S90°00'00"W 2645.51' (R-6)
S89°56'00"E 2645.54' (R-5)
S89°56'E 2645.54' (R-1, R-2)
~BASIS OF BEARING~
S89° 41' 43"E 2645.43' (M, R-8)

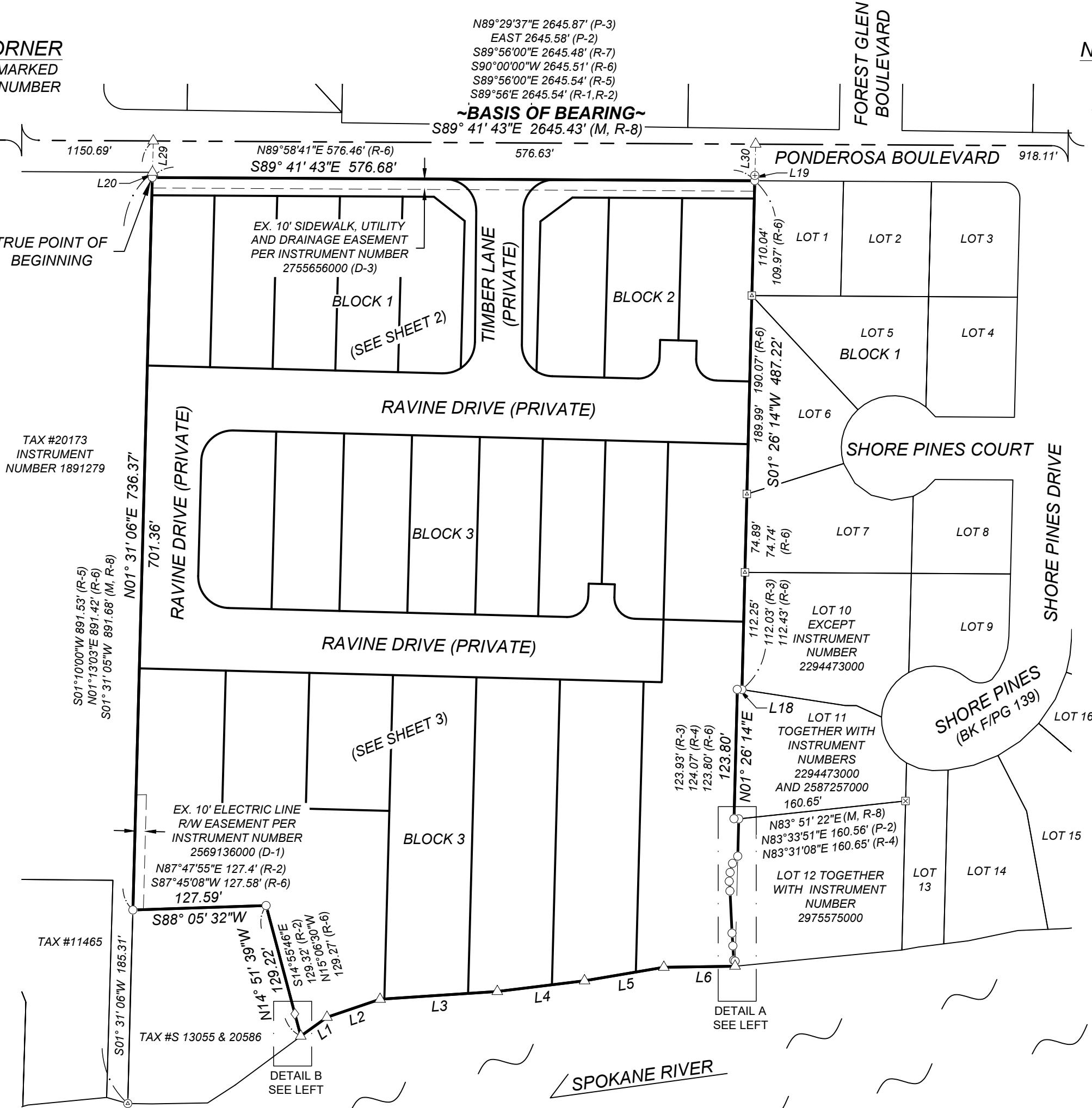
NORTH QUARTER CORNER
FOUND 2 INCH ALUMINUM CAP
MARKED "PLS 3451" PER CP&F
INSTRUMENT NUMBER 2538958000



DETAIL A
SCALE 1"=20'

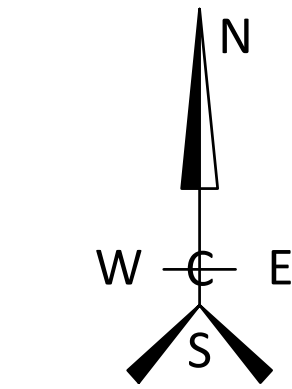


DETAIL B
SCALE 1"=30'



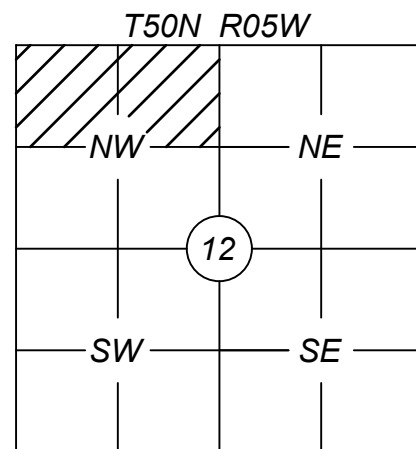
Line Table			
Line #	Direction	Length	Record Data
L1	S54°17'55"W	30.90'	(M, R-8), S53°59'38"W 30.90' (R-6)
L2	S71°15'29"W	53.68'	(M, R-8), S70°57'12"W 53.68' (R-6)
L3	S86°13'07"W	112.48'	(M, R-8), S85°54'50"W 112.48' (R-6)
L4	S83°01'29"W	84.09'	(M, R-8), S82°43'12"W 84.09' (R-6)
L5	S80°18'57"W	77.03'	(M, R-8), S80°00'40"W 77.03' (R-6)
L6	S89°08'45"W	68.18'	(M, R-8), S88°50'28"W 68.32' (R-6)
L7	S01°26'14"W	4.78'	(M, R-8), S1°11'39"W 4.85' (R-6)
L8	S58°50'01"E	1.65'	(M, R-8)
L9	S03°13'49"E	13.84'	(M, R-8)
L10	S03°43'02"E	12.19'	(M, R-8)
L11	S02°48'46"E	40.35'	(M, R-8)

Line Table			
Line #	Direction	Length	Record Data
L12	S04°06'43"E	9.34'	(M, R-8)
L13	S05°31'24"W	8.52'	(M, R-8)
L14	S14°52'26"W	8.96'	(M, R-8)
L15	S35°57'15"W	8.57'	(M, R-8)
L16	S01°26'14"W	35.69'	(M, R-8)
L17	S88°33'46"E	4.50'	(M, R-8)
L18	N88°33'46"W	4.50'	(M, R-8)
L19	S01°26'14"W	5.00'	(M, R-8)
L20	S01°31'06"W	5.00'	(M, R-8)
L29	S01°31'06"W	30.01'	(M, R-8), S 1°10'00"W 30.00' (R-5) S1°13'23"E 30.25' (R-6)
L30	N01°26'14"E	30.01'	(M, R-8), S 1°06'00"W 30.00' (R-6)



GRAPHIC SCALE

0 50 100 200
SCALE: 1" = 100'



BASIS OF BEARING

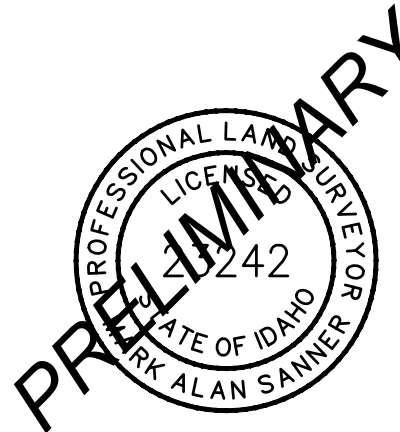
THE BASIS OF BEARING USED FOR THIS SURVEY IS SOUTH 89°41'43" EAST LOCATED ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN BOOK 32 OF SURVEYS AT PAGE 927, RECORDS OF KOOTENAI COUNTY, IDAHO.

REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LEPARD & FRAME, INC. AND RECORDED IN BOOK 2 OF SURVEYS, PAGE 272, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-2) RECORD OF SURVEY PREPARED BY LEPARD & FRAME, INC. AND RECORDED IN BOOK 4 OF SURVEYS, PAGE 109, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-3) RECORD OF SURVEY PREPARED BY LEPARD & FRAME, INC. AND RECORDED IN BOOK 7 OF SURVEYS, PAGE 203, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-4) RECORD OF SURVEY PREPARED BY INLAND NORTHWEST CONSULTANTS, AND RECORDED IN BOOK 27 OF SURVEYS, PAGE 435, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-5) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS, AND RECORDED IN BOOK 29 OF SURVEYS, PAGE 53, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-6) RECORD OF SURVEY PREPARED BY NORTH ENGINEERING & SURVEYING, PLLC, AND RECORDED IN BOOK 29 OF SURVEYS, PAGE 200, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-7) RECORD OF SURVEY PREPARED BY SAWTOOTH LAND SURVEYING, LLC, AND RECORDED IN BOOK 31 OF SURVEYS, PAGE 76, RECORDS OF KOOTENAI COUNTY, IDAHO.
(R-8) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS AND RECORDED IN BOOK 32 OF SURVEYS, PAGE 927, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-1) PLAT OF HARDING'S ACRE TRACTS AND RECORDED IN BOOK A OF PLATS, PAGE 67, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-2) PLAT OF SHORE PINES PREPARED BY GARY A. FRAME, AND RECORDED IN BOOK F OF PLATS, PAGE 139, RECORDS OF KOOTENAI COUNTY, IDAHO.
(P-3) PLAT OF M-G TERRACE PREPARED BY LAWRENCE A. GLAHE, AND RECORDED IN BOOK F OF PLATS, PAGE 241, RECORDS OF KOOTENAI COUNTY, IDAHO.
(D-1) ELECTRIC LINE RIGHT OF WAY EASEMENT FILED AS INSTRUMENT NUMBER 2569136000, RECORDS OF KOOTENAI COUNTY, IDAHO.
(D-2) GRANT OF RIGHT-OF-WAY DEED FILED AS INSTRUMENT NUMBER 2755655000, RECORDS OF KOOTENAI COUNTY, IDAHO.
(D-3) GRANT OF EASEMENT FILED AS INSTRUMENT NUMBER 2755656000, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "WCE PLS 23242"
○ SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED "WCE PLS 23242"
■ SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "WCE PLS 23242"
○ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "WCE PLS 20549"
○ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
○ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 14220"
□ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LEPARD & FRAME"
□ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, ILLEGIBLE
◇ FOUND 2" ALUMINUM CAP MARKED "PLS 20549" OR AS NOTED
△ CALCULATED POINT, NOTHING FOUND OR SET
— BOUNDARY LINE
— LOT LINE
— ADJACENT LOT LINE
— EASEMENT LINE
— CENTER LINE
— SECTION LINE
— SURVEY MEASUREMENT LINE
— SETBACK LINE



PROJ #: 22-3391
DATE: 06/03/25
DRAFTED BY: MAS
REVIEWED BY: WAL
F.B.: 22-3391

CIVIL
STRUCTURAL
X SURVEYING
TRAFFIC
PLANNING-
LANDSCAPE
OTHER

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

**FINAL PLAT OF
ESTATES AT WATERSTONE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO**

**SHEET
1 OF 4**

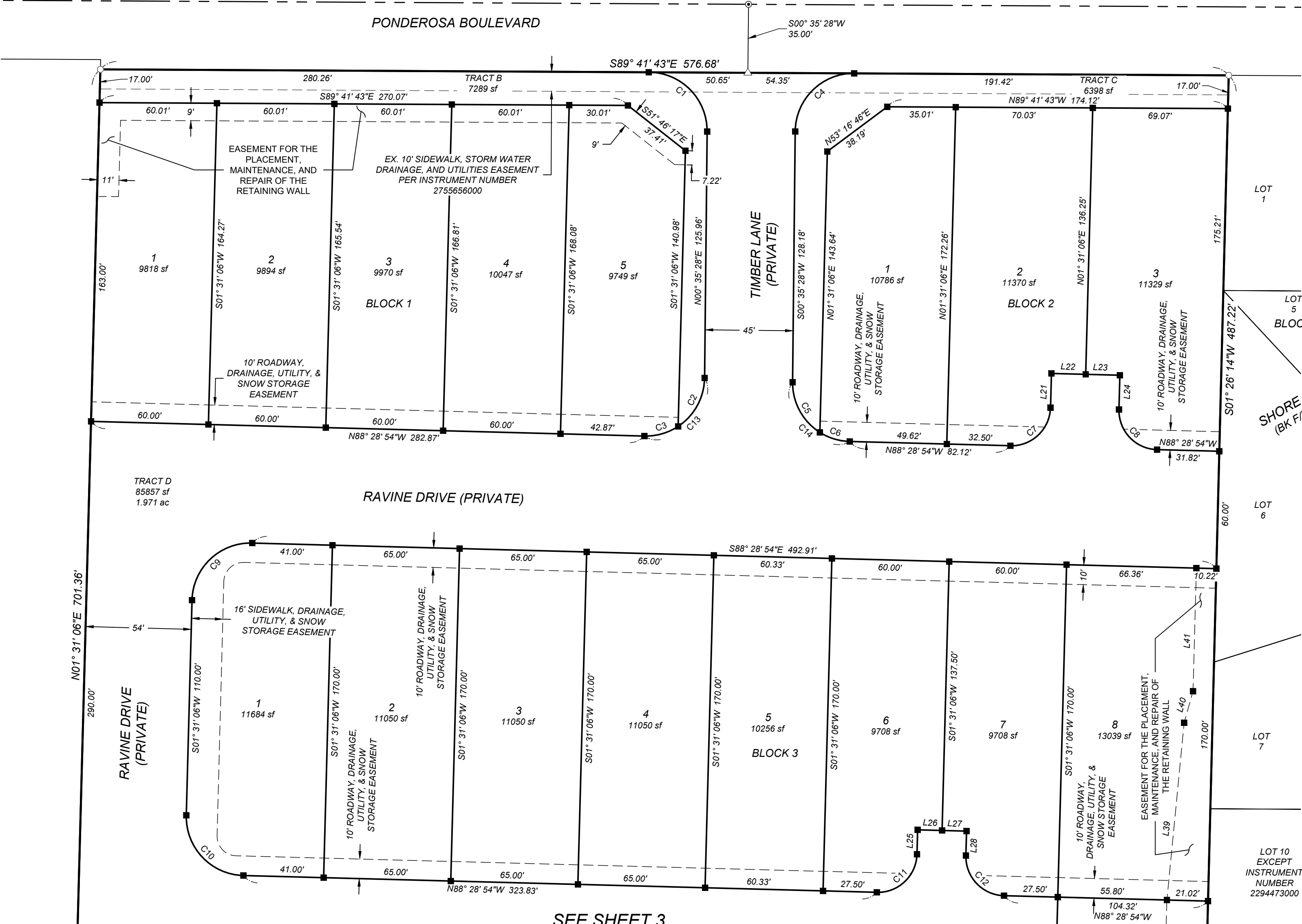
**JOB NUMBER
22-3391**

ESTATES AT WATERSTONE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: PAGE:

INSTRUMENT No.

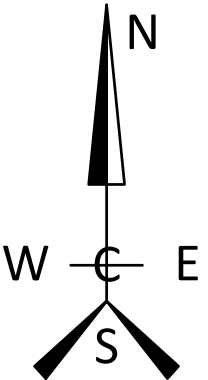
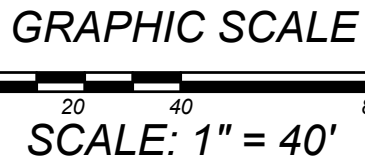
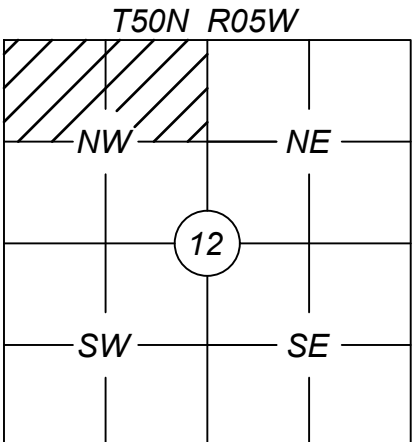


- LEGEND**
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 - SET 5/8" x 24" REBAR WITH 2" ALUMINUM CAP MARKED "WCE PLS 23242"
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- BOUNDARY LINE
— LOT LINE
— ADJACENT LOT LINE
— EASEMENT LINE
— CENTER LINE
— SECTION LINE
— SURVEY MEASUREMENT LINE
— SETBACK LINE

Line Table		
Line #	Direction	Length
L21	N01°31'06"E	17.50'
L22	N88°28'54"W	17.52'
L23	N88°28'54"W	17.48'
L24	N01°31'06"E	17.50'
L25	S01°31'06"W	12.50'
L26	N88°28'54"W	12.50'
L27	N88°28'54"W	12.50'
L28	S01°31'06"W	12.50'
L39	S05°33'08"W	91.03'
L40	S15°41'45"W	16.75'
L41	S01°33'51"W	62.95'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	47.27'	30.00'	90°17'11"	S44°33'07"E	42.53'
C2	29.38'	30.00'	56°06'16"	S28°38'37"W	28.22'
C3	18.23'	30.00'	34°49'22"	N74°06'25"E	17.95'
C4	46.97'	30.00'	89°42'49"	N45°26'53"E	42.32'
C5	30.49'	30.00'	58°13'32"	N28°31'17"W	29.19'
C6	16.15'	30.00'	30°50'51"	S73°03'28"E	15.96'
C7	31.42'	20.00'	90°00'00"	N46°31'06"E	28.28'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C8	31.42'	20.00'	90°00'00"	N43°28'54"W	28.28'
C9	47.12'	30.00'	90°00'00"	N46°31'06"E	42.43'
C10	47.12'	30.00'	90°00'00"	S43°28'54"E	42.43'
C11	31.42'	20.00'	90°00'00"	S46°31'06"W	28.28'
C12	31.42'	20.00'	90°00'00"	N43°28'54"W	28.28'
C13	47.61'	30.00'	90°55'38"	N46°03'17"E	42.77'
C14	46.64'	30.00'	89°04'22"	S43°56'43"E	42.08'



PROJ #:	22-3391	CIVIL	
DATE:	06/03/25	STRUCTURAL	
DRAFTED BY:	MAS	☒ SURVEYING	
REVIEWED BY:	WAL	TRAFFIC	
F.B.:	22-3391	PLANNING	
		LANDSCAPE	
		OTHER	

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

FINAL PLAT OF
ESTATES AT WATERSTONE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO

SHEET
2 OF 4
JOB NUMBER
22-3391

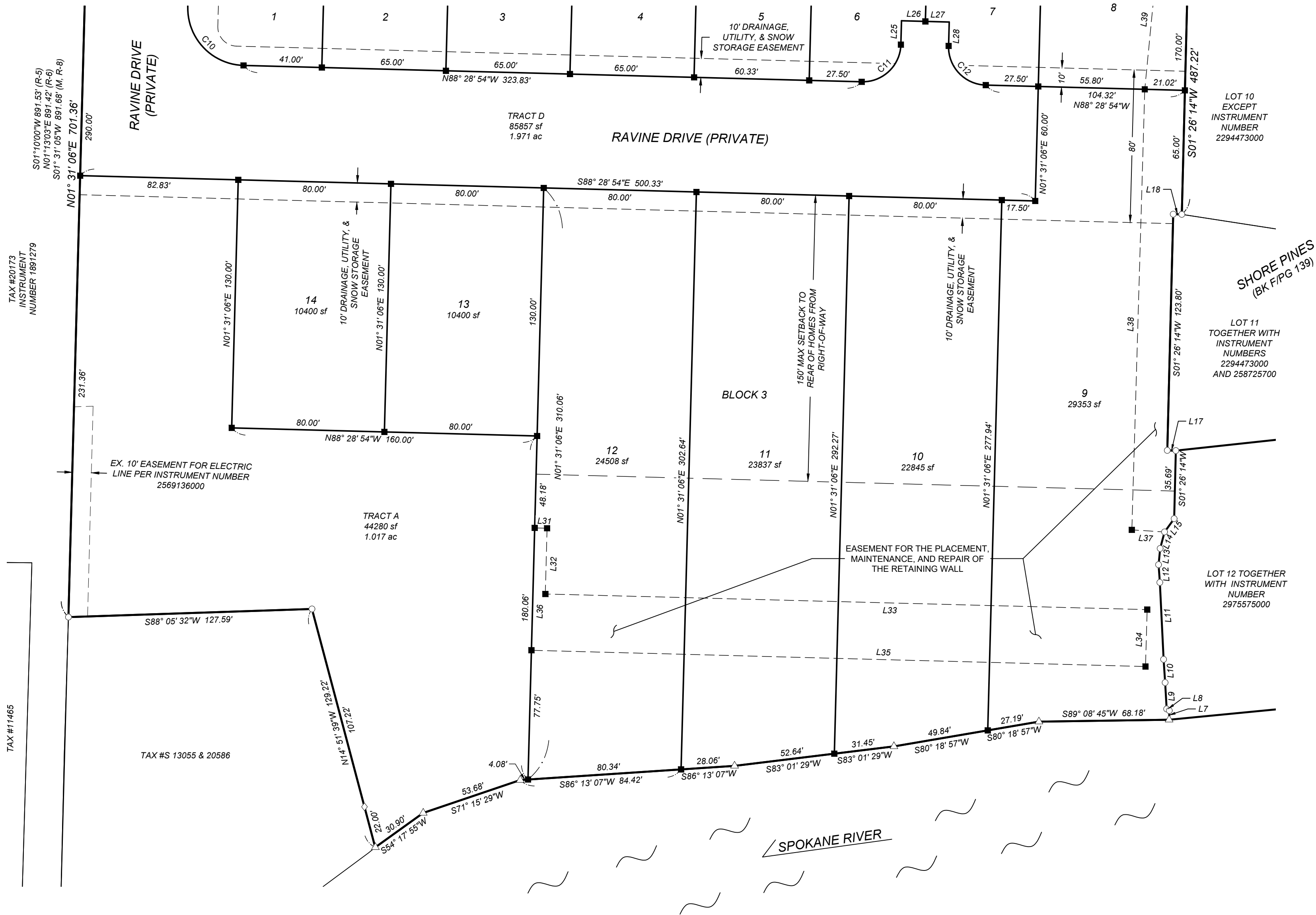
ESTATES AT WATERSTONE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: PAGE:

INSTRUMENT No.

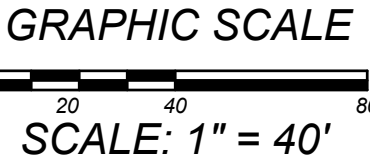
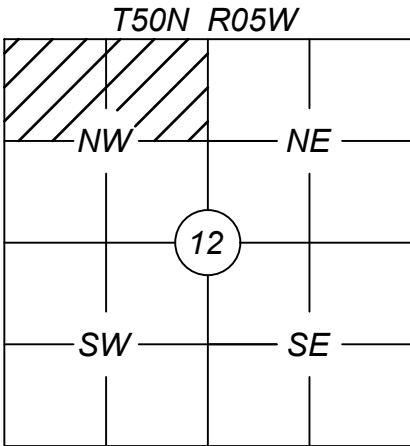
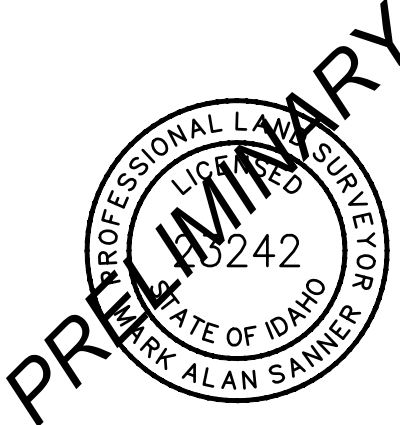
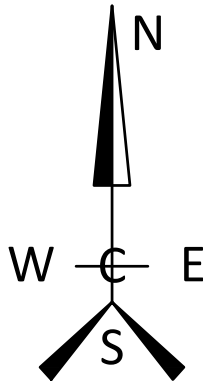
SEE SHEET 2



- LEGEND**
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "WCE PLS 23242"
 - ◎ SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP MARKED "WCE PLS 23242"
 - SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "WCE PLS 23242"
 - FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "WCE PLS 20549"
 - ◎ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182"
 - ◎ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 14220"
 - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP MARKED "LEPARD & FRAME"
 - ◇ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, ILLEGIBLE
 - ◇ FOUND 2" ALUMINUM CAP MARKED "PLS 20549" OR AS NOTED
 - △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
— LOT LINE
— ADJACENT LOT LINE
- - - EASEMENT LINE
- - - CENTER LINE
- - - SECTION LINE
- - - SURVEY MEASUREMENT LINE
- - - SETBACK LINE

Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length
L7	S01°26'14"W	4.78'	L18	N88°33'46"W	4.50'
L8	S58°50'01"E	1.65'	L31	N88°28'54"W	6.50'
L9	S03°13'49"E	13.84'	L32	N01°31'06"E	34.46'
L10	S03°43'02"E	12.19'	L33	N88°30'49"W	315.29'
L11	S02°48'46"E	40.35'	L34	N01°43'02"E	29.83'
L12	S04°06'43"E	9.34'	L35	S88°29'06"E	321.68'
L13	S05°31'24"W	8.52'	L36	N01°31'06"E	54.13'
L14	S14°52'26"W	8.96'	L37	S86°21'16"E	17.16'
L15	S35°57'15"W	8.57'	L38	N01°40'53"E	230.93'
L17	S88°33'46"E	4.50'	L39	S05°33'08"W	91.03'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C10	47.12'	30.00'	90°00'00"	S43°28'54"E	42.43'
C11	31.42'	20.00'	90°00'00"	S46°31'06"W	28.28'
C12	31.42'	20.00'	90°00'00"	N43°28'54"W	28.28'



PROJ #:	22-3391	CIVIL	 WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227
DATE:	06/03/25	STRUCTURAL	
DRAFTED BY:	MAS	☒ SURVEYING	
REVIEWED BY:	WAL	TRAFFIC	
F.B.:	22-3391	PLANNING	
		LANDSCAPE	
		OTHER	

FINAL PLAT OF
ESTATES AT WATERSTONE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO

SHEET
3 OF 4

JOB NUMBER
22-3391

ESTATES AT WATERSTONE

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF SPOKANE RIVER NORTHSHORE, LLC, FOR
RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS _____ DAY
OF _____, 20____, AT _____ M. IN BOOK _____ OF PLATS, PAGE(S) _____
_____, AS INSTRUMENT NUMBER _____

FEE \$ _____

DEPUTY CLERK

JENNIFER LOCKE, KOOTENAI COUNTY CLERK

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN ACCEPTED AND APPROVED BY CITY COUNCIL OF THE CITY OF POST FALLS,
IDAHO.

DATED THIS _____ DAY OF _____, 20____.

RONALD G. JACOBSON - MAYOR

SHANNON HOWARD - CLERK

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 RECORDED.

ROBERT S. PALUS, PE - CITY ENGINEER
IDAHO PE #10039

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS

CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____, 20____.

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN
SATISFIED BASED ON A REVIEWS BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE)
REPRESENTING CITY OF POST FALLS AND 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 EXTENSION 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.

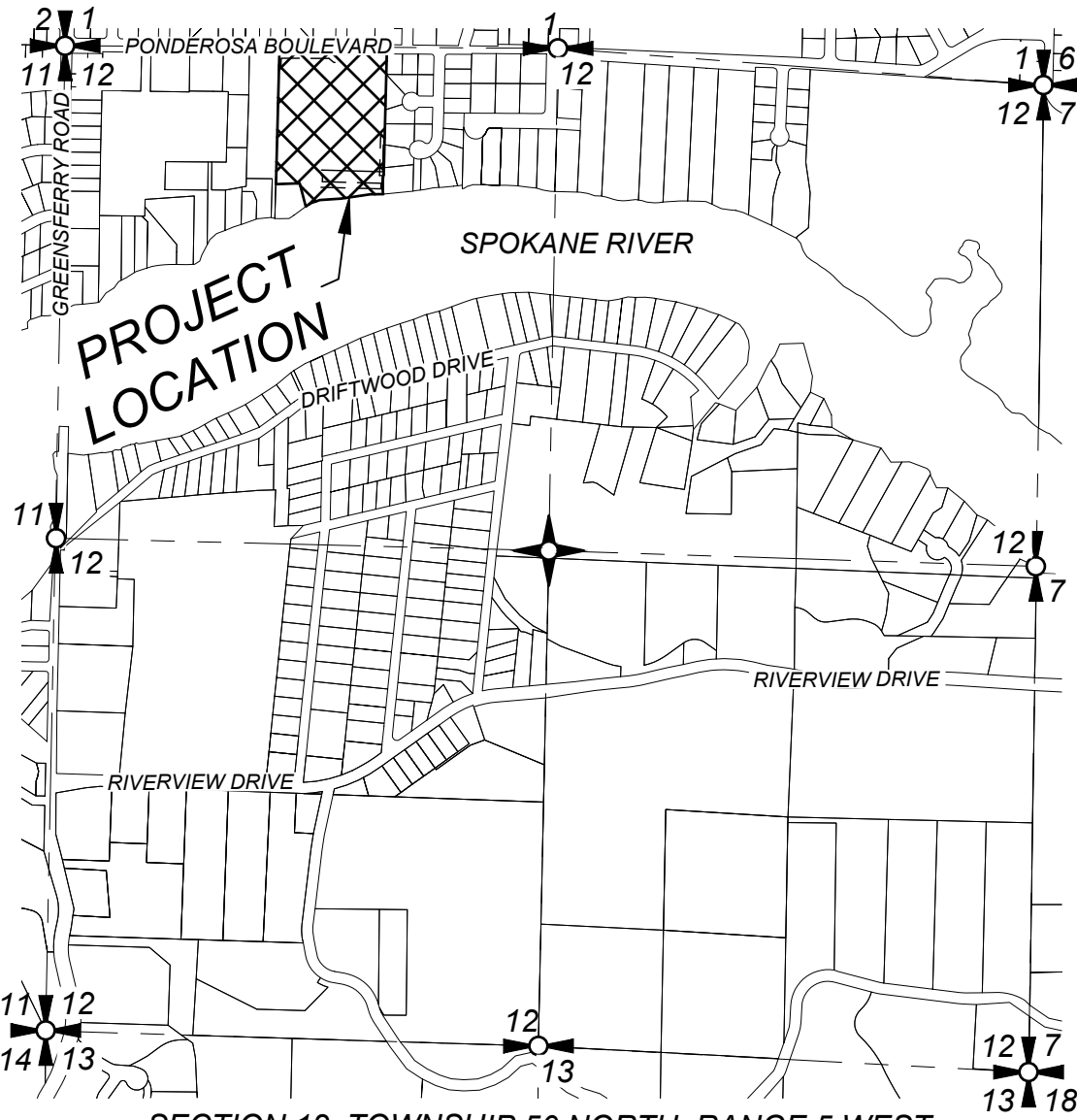
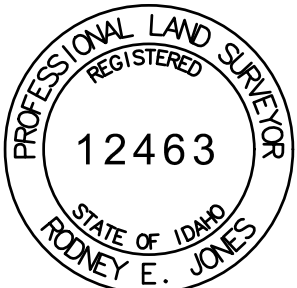
DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT
COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE
PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.



SECTION 12, TOWNSHIP 50 NORTH, RANGE 5 WEST

VICINITY MAP

SCALE 1" = 1000'

NOTARY CERTIFICATE

STATE OF IDAHO _____)

_____) SS

COUNTY OF KOOTENAI _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____
IN THE YEAR 20____, BY MICHAEL T. KINNEY, GOVERNOR OF SPOKANE RIVER NORTHSHORE LLC, A
WASHINGTON LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES ON _____

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE LOTS MEETING THE REQUIREMENTS OF THE CITY OF POST
FALLS SUBDIVISION ORDINANCE. THE REFERENCES AND MONUMENTS SHOWN HEREON WERE USED TO
DETERMINE THE BOUNDARY LOCATION OF THE SUBJECT PROPERTY.

THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY PREPARED BY
KOOTENAI COUNTY TITLE COMPANY, INC. DATED OCTOBER 2, 2024. COMMITMENT NUMBER KT-500933.

PLAT BOUNDARY IS BASED ON PUBLIC LAND SURVEY CORNER TIES AND PREVIOUS ADJOINING PLAT WORK
AS DEPICTED.

THIS SURVEY WAS PERFORMED USING A COMBINATION OF FIELD TRAVERSING USING A TOPCON GT-1003
ROBOTIC TOTAL STATION AND TOPCON HIPER VR GNSS BASE UNIT AND RTK ROVER UNIT

SURVEYOR'S CERTIFICATE

I, MARK ALAN SANNER, PROFESSIONAL LAND SURVEYOR #23242, STATE OF IDAHO, DO HEREBY CERTIFY
THAT THE PLAT OF WATER STONE ESTATES IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND
DESCRIBED HEREON, UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS
PLATTED THEREON, ARE IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND
SURVEYS. ALL INTERIOR CORNERS WILL BE SET, AS SHOWN ON THIS PLAT, ON OR BEFORE ONE YEAR
FROM RECORDING OF THIS PLAT, IN ACCORDANCE WITH IDAHO CODE 50-1331 & 50-1303.

PRELIMINARY

MARK ALAN SANNER

DATE

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT SPOKANE RIVER NORTHSHORE LLC, A
WASHINGTON LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT OWNS AND
HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS ESTATES AT
WATERSTONE, BEING A PORTION TRACT 34 OF HARDING'S ACRE TRACTS, RECORDED IN
BOOK A OF PLATS AT PAGE 67, RECORDS OF KOOTENAI COUNTY, IDAHO AND A PORTION
OF GOVERNMENT LOTS 3 AND 4 SITUATE IN THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE
MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, BEING A 3.25-INCH
ALUMINUM CAP MARKED "PLS 4182" PER CP&F INSTRUMENT NUMBER 2538959000,
RECORDS OF KOOTENAI COUNTY, IDAHO, FROM WHICH THE NORTH QUARTER CORNER
OF SAID SECTION 12 BEARS SOUTH 89°41'43" EAST 2645.43 FEET;

THENCE ALONG THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 12,
SOUTH 89°41'43" EAST 1150.69 FEET;

THENCE LEAVING THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 01°31'06"
WEST 35.01 FEET TO THE SOUTH RIGHT-OF-WAY OF PONDEROSA BOULEVARD BEING A
5/8 INCH REBAR WITH ORANGE PLASTIC CAP MARKED "WCE PLS 20549" AND BEING ALSO
THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF PONDEROSA BOULEVARD SOUTH
89°41'43" EAST 576.68 FEET TO A FOUND 5/8 INCH REBAR WITH ORANGE PLASTIC CAP
MARKED "WCE PLS 20549" BEING THE NORTHWEST CORNER OF THE PLAT OF SHORE
PINES, RECORDED IN BOOK F PLATS AT PAGE 139, RECORDS OF KOOTENAI COUNTY,
IDAHO;

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID PLAT
OF SHORE PINES, SOUTH 01°26'14" WEST 487.22 FEET TO A 5/8 INCH REBAR WITH
ORANGE PLASTIC CAP MARKED "WCE PLS 20549";

THENCE LEAVING THE ORIGINAL WEST LINE OF SAID SHORE PINES, NORTH 88°33'46"
WEST 4.50 FEET AND ALONG THE NORTH LINE DESCRIBED UNDER INSTRUMENT NUMBER
2587257000, RECORDS OF KOOTENAI COUNTY, IDAHO TO A 5/8 INCH REBAR WITH
ORANGE PLASTIC CAP MARKED "WCE PLS 20549";

THENCE ALONG THE WEST LINE OF SAID INSTRUMENT NUMBER 2587257000, SOUTH
01°26'14" WEST 123.80 FEET TO A 5/8 INCH REBAR WITH ORANGE PLASTIC CAP MARKED
"WCE PLS 20549";

THENCE ALONG THE SOUTH LINE OF SAID INSTRUMENT NUMBER 2587257000, SOUTH
88°33'46" EAST 4.50 FEET TO THE NORTHWEST CORNER OF LOT 12, BLOCK 1 OF SAID
PLAT OF SHORE PINES TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC CAP MARKED
"WCE PLS 20549";

THENCE ALONG SAID WEST LINE OF SAID LOT 12, SOUTH 01°26'14" WEST 35.69 FEET TO A
5/8 INCH REBAR WITH A ORANGE PLASTIC CAP MARKED "WCE PLS 20549";

THENCE ALONG THE WEST LINE DESCRIBED IN INSTRUMENT 2975575000, RECORDS OF
KOOTENAI COUNTY, IDAHO, THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 35°57'15" WEST 8.57 FEET TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC
CAP MARKED "WCE PLS 20549";
- 2) SOUTH 14°52'28" WEST 8.96 FEET TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC
CAP MARKED "WCE PLS 20549";
- 3) SOUTH 05°31'24" WEST 8.52 FEET TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC
CAP MARKED "WCE PLS 20549";
- 4) SOUTH 04°06'43" EAST 9.34 FEET TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC
CAP MARKED "WCE PLS 20549";
- 5) SOUTH 02°48'46" EAST 40.35 FEET TO A 5/8 INCH REBAR WITH A ORANGE
PLASTIC CAP MARKED "WCE PLS 20549";
- 6) SOUTH 03°43'02" EAST 12.19 FEET TO A 5/8 INCH REBAR WITH A ORANGE
PLASTIC CAP MARKED "WCE PLS 20549";
- 7) SOUTH 03°13'49" EAST 13.84 FEET TO A 5/8 INCH REBAR WITH A ORANGE
PLASTIC CAP MARKED "WCE PLS 20549";
- 8) SOUTH 58°50'01" EAST 1.65 FEET TO A 5/8 INCH REBAR WITH A ORANGE PLASTIC
CAP MARKED "WCE PLS 20549";

THENCE SOUTH 01°26'14" WEST 4.78 FEET TO THE NORTH BANK OF THE SPOKANE RIVER;

THENCE ALONG THE THE NORTH BANK OF SAID SPOKANE RIVER THE FOLLOWING SIX (6)
COURSES:

- 1) SOUTH 89°08'45" WEST 68.18 FEET;
- 2) SOUTH 80°18'57" WEST 77.03 FEET;
- 3) SOUTH 83°01'29" WEST 84.09 FEET;
- 4) SOUTH 86°13'07" WEST 112.48 FEET;
- 5) SOUTH 71°15'29" WEST 53.68 FEET;
- 6) SOUTH 54°17'55" WEST 30.90 FEET TO THE SOUTHEAST CORNER OF

INSTRUMENT NUMBERS 1553646000 AND 1935005000 RECORDS OF KOOTENAI COUNTY,
IDAHO;

THENCE ALONG THE EAST LINE OF SAID INSTRUMENT NUMBERS 1553646000 &
1935005000, NORTH 14°51'39" WEST 129.22 FEET TO A 5/8 INCH REBAR WITH A ORANGE
PLASTIC CAP MARKED "WCE PLS 20549";

THENCE ALONG THE NORTH LINE OF SAID INSTRUMENT NUMBER 1553646000 &
1935005000, SOUTH 88°05'32" WEST 127.59 FEET TO THE EAST LINE DESCRIBED UNDER
INSTRUMENT NUMBER 1891279000 RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG SAID EAST LINE, NORTH 01°31'06" EAST 701.36 FEET TO THE **TRUE POINT
OF BEGINNING**;

SAID PARCEL OF LAND CONTAINS 10.002 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

SANITARY SEWER DISPOSAL IS PROVIDED BY CITY OF POST FALLS;

DOMESTIC WATER FOR THIS PLAT IS SUPPLIED BY CITY OF POST FALLS;

TRACTS A, B, C, AND D SHALL BE DEDICATED TO THE WATER STONE ESTATES
HOMEOWNER'S ASSOCIATION BY SEPARATE INSTRUMENT;

UTILITY, SIDEWALK AND DRAINAGE EASEMENTS, AS SHOWN HEREON, ADJOINING
THE PRIVATE ROADS ARE HEREBY RESERVED FOR THE PUBLIC ALONG WITH THE
RIGHTS OF INGRESS AND EGRESS FOR INSTALLATION, IMPROVEMENT,
OPERATION OF SIDEWALK, FRANCHISED UTILITIES AND STREET AND DRAINAGE
STRUCTURES;

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND
RESTRICTIONS RECORDED UNDER INSTRUMENT No. _____, RECORDS
OF KOOTENAI COUNTY, REQUIREMENTS OF THE ESTATES OF WATERSTONE
HOMEOWNERS ASSOCIATION, TOGETHER WITH ANY AND ALL AMENDMENTS MADE
THEREAFTER;

A UTILITY AND ACCESS EASEMENT FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF PUBLIC WATER AND SANITARY SEWER, IS GRANTED TO THE
CITY OF POST FALLS OVER THE ENTIRETY OF TRACT D, BEING TIMBER LANE AND
RAVINE LANE;

ACCESS TO OR FROM TIMBER LANE FROM LOTS, BLOCK 1 OR LOT 1, BLOCK 2 IS
PROHIBITED;

ACCESS TO OR FROM PONDEROSA BOULEVARD FOR LOTS WITHIN BLOCK 1 OR
BLOCK 2 IS PROHIBITED;

IRRIGATION AND MAINTENANCE OF THE LANDSCAPING WITHIN THE PUBLIC
RIGHT-OF-WAY FRONTING PONDEROSA BOULEVARD, INCLUDING SNOW REMOVAL
FROM THE SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE HOA.

AN EASEMENT FOR THE PLACEMENT, MAINTENANCE, AND REPAIR OF THE
RETAINING WALLS, AS SHOWN ON THE FACE OF THE PLAT, FOR LOTS 1-5 OF
BLOCK 1 AND 8-12 OF BLOCK 3 IS HEREBY GRANTED TO THE HOA.

MICHAEL T. KINNEY, GOVERNOR
SPOKANE RIVER NORTHSHORE LLC.

DATE

PROJ #:	22-3391	CIVIL	WCE WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227
DATE:	06/03/25	STRUCTURAL	
DRAFTED BY:	MAS	☒ SURVEYING	
REVIEWED BY:	WAL	TRAFFIC	
F.B.:	22-3391	PLANNING-	
		LANDSCAPE	
		OTHER	

FINAL PLAT OF
ESTATES AT WATERSTONE
CITY OF POST FALLS,
KOOTENAI COUNTY,
IDAHO

SHEET
4 OF 4

JOB NUMBER
22-3391





Estates At Waterstone Project Location

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator, Field Herrington, City Attorney

SUBJECT: Public Hearing to establish a C-PACE program.

ITEM AND RECOMMENDED ACTION:

This item is a public hearing concerning adopting a C-PACE program consistent with Idaho Code § 67-3806. If approved and directed by the City Council, the resolution establishing the program will be brought to the July 1, 2025, Council meeting for approval.

DISCUSSION:

This item presents the next step in implementing a C-PACE Program in Post Falls. Following previous presentations and Council direction, this time for the public hearing has been set as directed by the Idaho Code. A brief staff presentation will accompany the public hearing.

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 the 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.

On June 3, 2025, City Council adopted the Resolution of Intent to establish a C-PACE program. This

Resolution set forth the process for the public hearing.

If the Council desires to proceed with the process, direction should be provided to bring forward a Resolution establishing the C-PACE program.

A "Draft" copy of the Guidebook and forms have been included for context. The final version of these items will be provided at the July 1, 2025 Council meeting if the Council desires to proceed with the C-PACE program.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 18, 2025 - Introduction to program.

May 06, 2025 - Additional information provided on program. Council directed to bring forward a Resolution of Intent.

June 03, 2025 - Resolution of Intent was approved.

APPROVED OR DIRECTION GIVEN:

Resolution of Intent was approved, directing the formal process of setting up C-PACE program and establishing public hearing date of June 17, 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. C Pace Presentation June 17 2025
2. Notice of Public Hearing 6.3.25
3. Resolution 6.3.25
4. Program Guidebook Post Falls
5. C-PACE PACKET Post Falls

C-PACE

A New Financial Program for
Commercial Developments in
Idaho



C-PACE

- The Commercial Property Assessed Capital Expenditure Act
 - Chapter 38, Title 67, Idaho Code
 - Effective July 1, 2024

C-PACE Process Recap

- March 18, 2025 - Presented concept to Council.
- May 6, 2025 – Direction from Council on proceeding.
- June 3, 2025 – Resolution of Intent adopted.
- June 17, 2025 – Public Hearing.
- July 1, 2025 – Resolution to establish C-PACE program.
 - If direction is provided at the June 17, 2025, meeting.

C-PACE

- HB 378 (2023) - Commercial property-assessed clean energy (CPACE) is a financing structure in which commercial building owners borrow money for certain energy and water related projects and make repayments via an assessment on their property tax bill.
- HB 627 (2024) - Commercial Property Assessed Capital Expenditure Act (CPACE) is a financing structure in which commercial building owners borrow money for certain energy and water related projects and make repayments via an assessment on their property tax bill.

C-PACE Background:

- At least 37 states and the District of Columbia have authorizing statutes.
- City of CDA was the first local government in Idaho to have a C-PACE program.
- 2,900+ Commercial Projects
- \$4000,000,000+ in C-PACE Financing

In Essence, C-PACE is:

- A loan:
 - For qualified energy efficiency or renewable energy improvements,
 - For certain projects on commercial properties
 - Secured by a lien on the property,
 - Repaid over time,
 - By means of a voluntary tax assessment.

In Essence, C-PACE is:

- Loan may include:
 - Permit fees;
 - Inspection fees;
 - Lender fees;
 - Program application and administrative fees;
 - Project development and engineering fees;
 - Interest reserves;
 - Capitalized interest; and
 - Other incidental or ancillary fees or costs.

In Essence, C-PACE is:

- Long-term financing:
 - To make energy-related upgrades in existing buildings.
 - To support new construction costs related to energy conservation.
 - To make renewal energy accessible and cost-effective.
- Improvements cause the property value to increase.
- The developer or property owner will pay more in property taxes.
- City may assess a 1% administrative fee.

In Essence, C-PACE is:

- I.C. sec 67-3808(l)(a):
 - Energy or water resource conservation;
 - Reduced public health costs or risk; or
 - Reduced public emergency response cost or risk.
- I.C. sec 67-3808(l)(b) and (c):
 - Decrease energy consumption or demand;
 - Support the production of renewable energy;
 - Decrease water consumption or increase conservation;
 - Allow for the reduction or elimination of lead from water; or
 - Increase water or wastewater resilience.

C-PACE Properties

- Commercial, industrial and agricultural property.
- Multifamily residential property.
- Condominium property.
- Nonprofit, charitable, and religious property.
- Potential Projects:
 - Improvements to properties:
 - Buck Knives building is in need a new roof.
 - New project considerations:
 - Condo project.
 - New Company looking to locate NE Highway 41.

C-PACE Process: Next Steps

- If Council desire to proceed with program implementation (with any modifications), staff will provide the following documents at the July 1, 2025, Council meeting:
 - Resolution establishing the program.
 - City of Post Falls Guidebook and program forms.
- If Council desires to not proceed, no further action to be taken.

Questions?



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)

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

PROGRAM GUIDEBOOK: C-PACE PROGRAM

City of Post Falls, Idaho

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I. Introduction

ABOUT C-PACE

The City of Post Falls, Idaho (the “Local Government”) administers a Commercial Property Assessed Capital Expenditure (“C-PACE”) program (the “C-PACE Program” or the “Program”) under the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code, as amended (the “C-PACE Act”). The C-PACE Program allows owners of eligible commercial property to obtain long-term financing from private capital providers (the “Capital Provider”) for certain qualified improvements. While the financing is repaid to the Capital Provider, the C-PACE Act directs the Local Government to levy a voluntary assessment and record a lien (the “C-PACE Lien”) on the property. This approach to financing has been used by programs like the C-PACE Program on thousands of properties in more than 30 states and the District of Columbia.

In 2024, the Idaho State legislature passed C-PACE enabling legislation, HB 624. This legislation allows local governments to establish (C-PACE) programs. C-PACE allows property owners to access financing for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings. Improvements made to reduce lead in drinking water also qualify as improvements.

Individual counties, municipalities or other political subdivisions of the State of Idaho may now take action to create their own C-PACE programs and help buildings become more efficient and resilient. Creating a local C-PACE program is simple: first, a local government adopts a resolution that establishes the C-PACE program and its terms, and which govern how its C-PACE program works. Second, since the repayment of the C-PACE financing is between a private lender and a property owner, a local government only has to review the C-PACE application for compliance with the C-PACE Act, prior to executing and recording (i) a written assessment contract between the property owner and the local government, (ii) a local government notice of assessment and C-PACE lien, and (iii) an assignment of the written assessment contract and an assignment of notice of assessment and C-PACE lien to the Capital Provider.

In Idaho, C-PACE financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A voluntary C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for local government property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the measures.

The Program exists as a function of Idaho’s C-PACE legislation and the rules established by the local government. No change in the Program or in Idaho’s C-PACE legislation will affect a property owner’s obligations to pay C-PACE assessments incurred under the Program prior to such changes.

Idaho C-PACE Program Guidebook

This Guidebook was developed to help Idaho counties, municipalities and other political subdivisions of the State launch C-PACE programs. The Guidebook and related model materials are available at no cost to use and adopt. A major benefit to using a ready-made and legally reviewed program is that it allows Idaho governments, property owners, contractors, and capital providers to follow a standard set of rules. This is critical in attracting the broadest capital investment to C-PACE projects. In this document, you can find information about eligibility requirements for C-PACE projects in Idaho and the City of Post Falls, Idaho and the process for applying for C-PACE project approval.

II. Benefits of C-PACE

C-PACE offers benefits to building owners, developers, municipalities, mortgage holders, and building professionals.

For Building Owners and Developers: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front cost of the types of measures identified in the statute as qualifying improvements. C-PACE financing typically requires little up-front investment, and qualifying improvements improve property value. Energy efficiency measures also lower operating costs. In addition, C-PACE financing has the following benefits:

- **Up to 100%, long-term financing.** Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect costs incidental to the qualified improvements can be wrapped into C-PACE financing.
- **Transferrable upon sale.** Some owners may want to sell the building before the financing is repaid. The C-PACE lien and assessment are attached to the property and transfers to the new owner.
- **Cash flow benefits.** C-PACE financing may be repaid over the useful life of the improvements, which because of the long-term financing options can have positive effects on cash flow.
- **Triple-net and full-net leases may allow pass-through of assessment installments to tenants.** Under triple/full net leases, it may be possible for C-PACE payments to be passed along to tenants, who also typically derive benefit from any energy savings through reduced operating costs.

For Energy Auditors, Architects, Building Engineers, and Contractors: By allowing a property owner to access 100% up-front financing for longer terms than are typically available for conventional financing, more substantial efficiency and resiliency improvements are now more affordable with C-PACE. Energy auditors, architects, engineers, and contractors can suggest C-PACE financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Since the demand for building efficiency and resiliency improvements will increase in a C-PACE-enabled jurisdiction, C-PACE is a powerful business growth catalyst for building professionals like energy auditors and contractors.

For Local Governments: C-PACE is an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock value can be enhanced, and more jobs are created. Energy and resiliency upgrades create a more competitive environment for retaining and attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings can generate higher property tax payments for the Local Government. Energy upgrades also typically reduce greenhouse gases and other pollutants, which facilitates adherence to the Local Government or state climate action plans or goals.

For Existing Mortgage Holders: C-PACE improvements can enhance property value and typically

improve a building's longevity, thereby reducing the risk of property value decline over time. In addition, C-PACE financing is non-accelerating, meaning only current or past due annual payments can be collected each year while future payments stay with the property. As such, existing mortgage holders see their collateral improved without substantial increase in credit risk and with only a modest impact on lien priority. C-PACE financing is not permitted without the consent of all existing mortgage holders.

III. C-PACE Financing Program Rules

The purpose of this C-PACE Program Guidebook is to provide statutorily compliant guidelines, criteria, and application forms, consistent for local governments across Idaho.

This Program Guidebook (the "Guidebook") is prepared as required by the C-PACE Act, at the direction of the Local Government, and is approved in connection with the enabling resolution for this program (the "C-PACE Resolution") dated November 6, 2024. Capitalized terms used herein, but not defined herein, have the meaning given to such terms in the C-PACE Resolution.

The Guidebook establishes guidelines, eligibility, approval criteria, and an application form for the administration of the C-PACE Program for the Local Government. The C-PACE Program enables financing for commercial property owners ("Property Owners") to make certain energy efficiency, renewable energy, water conservation, and resiliency improvements (each, a "Qualified Improvement") as described in the C-PACE Act and further clarified in this Guidebook.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application (the "Project Application") approved by the Program, constitute a "Qualified Project." Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider (a "Financing Agreement").

In the following numbered subsections, a reader can find information about:

- Statutory and programmatic eligibility requirements for C-PACE project financing in Idaho, and
- The appropriate steps and forms needed for a Local Government to receive and process a C-PACE project lien application.

1. Establishment of C-PACE Program Boundaries

The Local Government adopted Resolution number 2025 – XX on July 1, 2025, establishing the C-PACE Program for all eligible commercial properties within the boundaries of the Local Government (the "Region"). The Region is illustrated in Exhibit B.

2. Administration of Program; Authorized Officials

The Finance Director and/or their designee (the "Program Administrator") is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The Program Administrator will then execute the Assessment Agreement and C-PACE Lien documents on behalf of the Local Government and record the Notice of Assessment Interest and C-PACE Lien with the real property records.

The Program Administrator will:

- Accept Project Applications from Property Owners and Capital Providers

- Review the Project Application to determine conformance with the Application Checklist.
- Approve/conditionally approve/disapprove the Project Application and communicate to applicant.
- Execute the Assessment Agreement and Notice of Assessment Interest and C-PACE Lien.
- Record the Notice of Assessment Interest and C-PACE Lien.

3. Eligibility Requirements

Eligible Property means any privately-owned commercial, agricultural, industrial, or multi-family real property of five (5) or more dwelling units located within the boundaries of the Region (including properties owned by nonprofit, charitable, or religious organizations or one (1) or more owner-occupied or rental condominium units affiliated with a hotel).`

Property Owner means the legal owner of qualifying eligible property, which is the record owner of title to the Eligible Property, or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on mortgage and property tax payments and cannot not be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.

Qualified Improvement means a permanent improvement affixed to the Eligible Property intended to:

- Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption (“Energy Efficiency Improvement”);
- Support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy, or regulates temperature (“Renewable Energy Improvement”);
- Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water (“Water Efficiency Improvement”);
- Reduce or eliminate lead from water which may be used for drinking or cooking (“Safe Drinking Water Improvement”); or
- Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the Local Government (“Resiliency Improvement”).

Qualified Projects are approved by the Program Administrator and include the following:

- The acquisition, construction (including new construction), adaptive reuse, installation, or modification of a Qualified Improvement permanently affixed to an Eligible Property.
- The refinancing of existing properties that have had Qualified Improvements installed and operational for no more than three (3) years prior to the date of Project Application.

Capital Providers may be any private third-party entity, including its designee, successor, and assigns, that makes or funds C-PACE financing, including refinancing.

Qualifying costs that can be C-PACE financed include:

- Materials and labor necessary for installation or modification of a Qualified Improvement;
- Permit fees;
- Inspection fees;
- Lender fees;
- Program application and administrative fees;
- Project development and engineering fees;
- Interest reserves;
- Capitalized interest, in an amount determined by the Property Owner and Capital Provider;
- Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the Local Government.

4. Application Process

The Idaho C-PACE statute reduces the administrative burden on participating jurisdictions as much as possible. The Program Administrator will review the Project Application for proof of compliance with the statute requirements that are necessary for the Local Government to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

- (1) The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the Local Government will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.
- (2) The Program Administrator will have ten (10) business days to review and approve the Project Application. If the office has received an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.
 - The Local Government application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***Local Government approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the Local Government to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.
 - If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below. **The Program**

Administrator will notify the City Council in writing of any approved or conditionally approved applications.

- Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.
- (3) Upon receipt of approval, the Capital Provider will draft the following “Closing Documents”: the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement. At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the local government may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.
 - (4) At closing, the Local Government will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement in the recorder’s office of Madison County, in which the Project is located.
 - (5) Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
 - (6) The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement
 - (7) After project completion, the Property Owner will submit the Certificate of C-PACE Completion to the local government, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

5. Application Documents

The Project Application must be submitted with the following documents appended:

- Form 1: Project Application Checklist (form attached)
- Form 6: Mortgage Holder Consent (form attached)
- Form 7: Certificate of Public Benefits (form attached) which includes:
 - Certification that the project provides one or more of the following benefits to the public:
 - Energy or water resource conservation
 - Reduced public health costs or risks
 - Reduced public emergency response cost or risk
- Form 8: Certificate of Qualified Improvements (form attached)
 - A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements, as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.

- (1) Existing Buildings:

- (A) For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water.
 - (B) For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact.
- (2) New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard.

6. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Local Government and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

- Form 2: Assessment Agreement for C-PACE Financing (form attached)
- Form 3: Notice of Assessment and C-PACE Lien (form attached)
- Form 4: Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (form attached)
- Form 5: Certificate of C-PACE Improvement Completion (form attached)

7. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. A Local Government has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended use of the property, potential risk – will affect the terms negotiated by the Property Owners and Capital Providers.

8. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

9. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the Local Government will collect a servicing fee equal to 1% of the total amount financed by the Property Owner, not to exceed \$50,000. An application fee of \$500 will be paid with submission of the Program Application.

10. Term of an Assessment; Calculation of Useful Life of Qualified Improvements

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

11. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the Local Government, the Property Owner must obtain and furnish to the Local Government the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

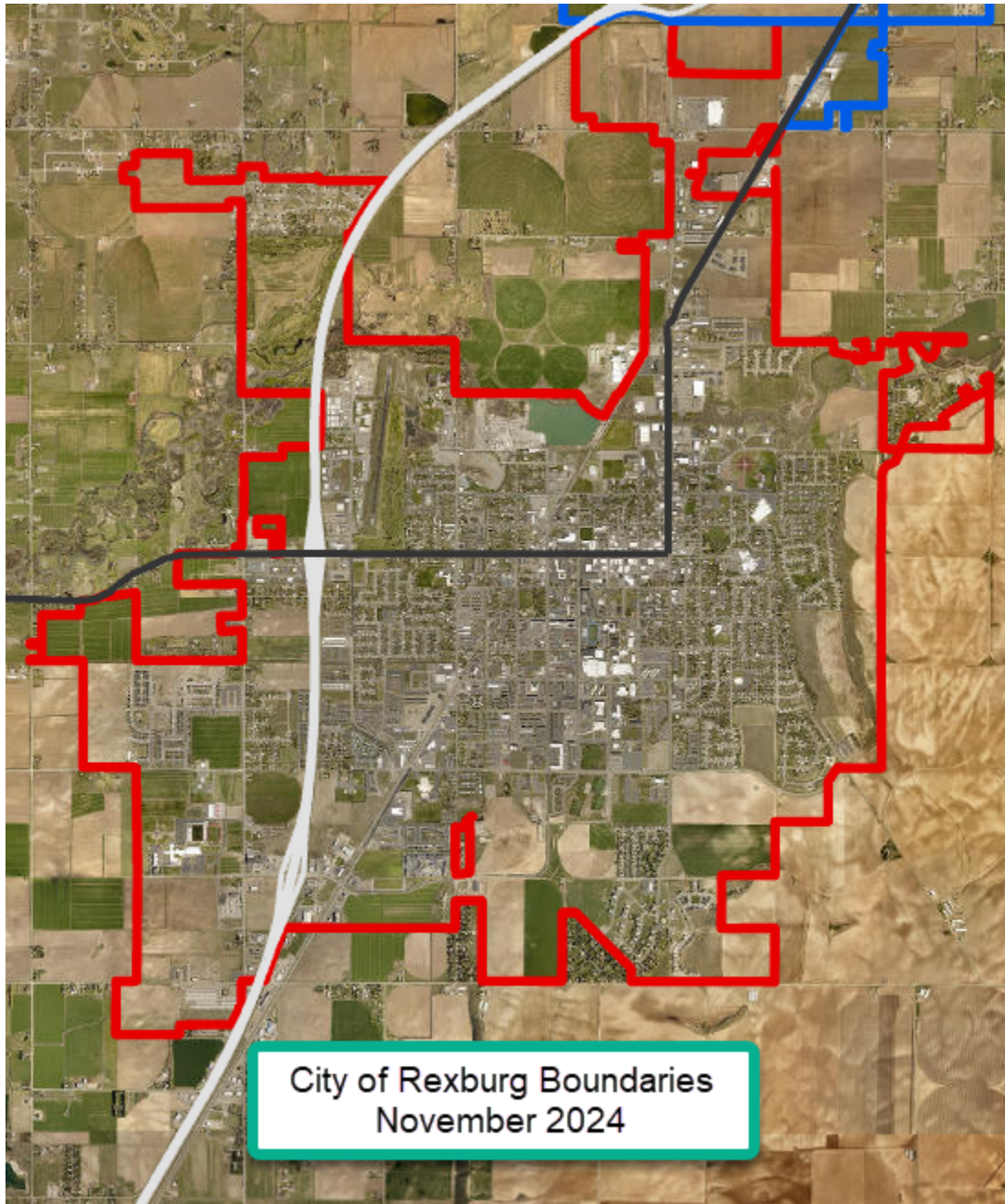
12. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the Local Government's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

13. Government Has No Liability or Financial Responsibility

The Local Government, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The Local Government shall not pledge, offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

EXHIBIT B



APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

- ☐ 1. Are all blank spaces filled out on C-PACE Program Application?
- ☐ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?
- ☐ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?
- ☐ 4. Is the Certificate of Qualified Improvement attached?
- ☐ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

- ☐ 6. Is the Assessment Agreement completed and signed, with all required attachments?
- ☐ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?
- ☐ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?
- ☐ 9. Is all information which is necessary for Recording provided (see Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION FORM 1



City of Post Falls

Finance Department
408 N. Spokane St.
Post Falls, ID 83854

For office use only

Application Fee: \$500.00
Servicing Fee: \$ _____
Date Paid: _____

Approved by: _____
Date of Approval: _____

**C-PACE PROGRAM
APPLICATION**

*All blanks must be filled in. If the requested information does not apply,
indicate "Does Not Apply" or "N/A."*

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary.*):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application is for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary.*):

Please answer the following questions. You must answer “no” to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.
2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City’s building code or, if none, a nationally available and recognized resiliency standard.
3. A copy of the appraisal for the property.
4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.
5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the “Agreement”) is made and entered into as of this ____ day of _____, 20__, (the “Effective Date”) by and between the City of Post Falls, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the “City”) and _____, the record owner(s) (the “Property Owner”) of the real property described in Exhibit “A” (the “Property”).

RECITALS

WHEREAS, the City, on _____, established the Commercial Property Assessed Capital Expenditure Program (the “Program”) through the adoption of Resolution No. 25-__ (“C-PACE Resolution”) to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements (“Qualified Improvements”), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the “Program Guidebook”), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner’s Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the “C-PACE Application”) including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the “Approved Project”); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the “Financing Agreement”) between the Property Owner and _____ (the “Capital Provider”) pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit “B” on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit “A.” The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$ _____ (the “Assessment”), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit “C” attached hereto, and in the Assessment Schedule, Exhibit “D” attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder’s Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien (“Notice of Assessment”), substantially in the form of Exhibit “E.” The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits “C” and “D” hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

- (1) the Property Owner is the legal owner of the Property;
- (2) the Property Owner is current on mortgage and property tax payments related to the Property;
- (3) the Property Owner is not insolvent or in bankruptcy proceedings;
- (4) title of the Property is not in dispute;
- (5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and
- (6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and
- (7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Post Falls and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF POST FALLS:

By: _____
Mayor

ATTEST:

City Clerk

PROPERTY OWNER:

By: _____
Its: _____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Ronald Jacobson and Shannon Howard, known to me to be the Mayor and City Clerk of the City of Post Falls, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Post Falls.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B
LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C
FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF POST FALLS
408 N. Spokane St
Post Falls, ID 83854

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF POST FALLS

(GRANTOR) _____

Notice is hereby given that the City of Post Falls, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Post Falls, Idaho
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF POST FALLS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Ronald Jacobson and Shannon Howard, known to me to be the Mayor and City Clerk of the City of Post Falls, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Post Falls.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**NOTICE OF ASSESSMENT
AND C-PACE LIEN
FORM 3**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF POST FALLS

408 N. Spokane St.
Post Falls, ID 83854

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF POST FALLS, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Post Falls, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Post Falls
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF POST FALLS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Ronald Jacobson and Shannon Howard, known to me to be the Mayor and City Clerk of the City of Post Falls, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Post Falls.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**ASSIGNMENT OF NOTICE OF
ASSESSMENT AND C-PACE LIEN
AND ASSIGNMENT OF
ASSESSMENT AGREEMENT
FORM 4**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF POST FALLS, IDAHO

408 N. Spokane St.
Post Falls, ID 83814

**ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND
ASSIGNMENT OF ASSESSMENT AGREEMENT**

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [____], 20__, by [____] ("Property Owner") and Assignor, recorded on [____], 20__ as Instrument No. _____ in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF POST FALLS

By: _____

Name: _____

Mayor

ATTEST:

City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Ronald Jacobson and Shannon Howard, known to me to be the Mayor and City Clerk of the City of Post Falls, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Post Falls.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

[CAPITAL PROVIDER]

By: _____

Name: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

Notary Public for _____

Residing at _____

My Commission expires: _____

**CERTIFICATE OF C-PACE
IMPROVEMENTS COMPLETION
FORM 5**



CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A
C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:

BANK NAME: _____

BANK ADDRESS: _____

BANK CITY, STATE, ZIP: _____

PHONE NUMBER: _____

Loan Number(s): _____

Property Owner and Mailing Address:

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):

PROPERTY ADDRESS: _____

PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (“Consent”) by the undersigned entity (the “Mortgage Holder”) with respect to the above-referenced loan(s) (the “Loan”) secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[_____] through the levy of a contractual assessment (the “Assessment”) pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure (“C-PACE”) program (“Program”) authorized by the City of Post Falls in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
Name _____
Title _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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

Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7**



**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits**

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary):*

_____ Energy or water resource conservation

Please

describe: _____

_____ Reduced public health costs or risk

Please

describe: _____

_____ Reduced public emergency response cost or risk

Please

describe: _____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

**CERTIFICATE OF
QUALIFIED IMPROVEMENTS
FORM 8**



CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.
2. If applicable: I am accredited by or belong to a firm with an accreditation from *(please denote with an "X" or checkmark, and attach verification of professional accreditation)*:

- ☐ Building Energy Assessment Professional (BEAP)
- ☐ Building Energy Modeling Professional (BEMP)
- ☐ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
- ☐ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
- ☐ Certified Energy Manager (CEM) (offered by AEE)
- ☐ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
- ☐ Certified GeoExchange Designer (CGD)
- ☐ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
- ☐ Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
- ☐ Investor Confidence Project (ICP) Quality Assurance Assessor
- ☐ Investor Confidence Project (ICP) Project Developer
- ☐ LEED Accredited Professional
- ☐ Licensed Architect
- ☐ Water Quality Association Professional Certification
- ☐ North American Board of Certified Energy Practitioners (NABCEP)
(for solar PV only, a design specialist certification is acceptable)

3. ~~The~~ application is for:
 - ☐ an existing building
 - ☐ new construction

4. Please describe your relationship to the project:
____ I am employed by the project applicant in my professional capacity
____ I am a contracted independent third-party reviewer
5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
Please describe: _____
6. The project proposal includes “Qualified Improvements”, as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).
7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY (*please check all that apply*):

- ☐ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.
- ☐ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.

If other, please specify:

FOR NEW CONSTRUCTION

I CERTIFY:

- ☐ The proposed Qualified Improvements will enable the subject property’s project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction’s current building code, or meet or exceed the resilience standards of the jurisdiction’s current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE

License No. _____

Stamp: _____

ATTACHMENTS

☐ *Please denote using an "X" or checkmark, and attach to this Certificate of Compliance)*
verification of accreditation (if applicable):

☐ project proposal with list of estimated useful life of Qualified Improvements

☐ energy analysis (if applicable)

☐ other (please specify):

☐ other (please specify):

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/17/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: City of Post Falls Communications Plan Proposal

ITEM AND RECOMMENDED ACTION:

The administration is seeking direction to proceed with a proposal to write a communications plan for the City of Post Falls - this would include both internal and external communication processes. The project is within the budget for the FY 25 and FY 26 Strategic Planning processes. If the Council provides direction to proceed, staff will work with the Langdon Group to finalize an agreement based on the attached draft proposal.

DISCUSSION:

The City of Post Falls developed a City-wide Strategic Plan for FY 2024. In addition to the City's Vision, Mission, and Values, the Strategic Plan identifies four (4) key Strategic Priorities for Plan implementation, including Workforce, Operations, Capital, and Community, with associated goals and tasks to be achieved in 1- and 2-year timeframes.

As part of the City's Strategic Priority for the Community, City staff would like to develop a Communication Plan to support the following goals: 1) Improve the Ability to Tell Our Story, 2) Create Quality Engagement, and 3) Improve Ease of Engagement. The Communication Plan will improve the City's branding, both internally and externally; define, measure, and improve the level of quality engagement among the community; and, improve the ease of community access and engagement with the City and its resources.

The City has received a proposal from The Langdon Group to support the City's development of the Communication Plan and Public Outreach Planner (POP) through facilitation of the planning process, and preparation of user-friendly deliverables.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The Strategic Plan was presented to the Council on 12/05/23. The relevant pages from that presentation have been included in the PowerPoint slides for this presentation.

Since that time, various priorities from the Strategic Plan have been presented to the Council. Prior presentations include the City's updated website (launched at the beginning of FY 2025 and revealed to Council on 12/03/24) and the implementation of the Mass Notification System (implemented January 2025).

APPROVED OR DIRECTION GIVEN:

Strategic Plan items have been approved to date by the Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total contract price is \$89,100. This includes the Public Outreach Planner (POP), at a cost of \$24,500 included in the plan. The stand-alone system ranges from \$50,000 to \$90,000.

BUDGET CODE:

001-411.0000.63210 - Strategic Plan and Citizen Handbook

017-410.0000.62040 - Contracts/Professionals/SP

ATTACHMENTS:

1. Communications Plan Proposal June 17 205 Power Point
2. Langdon Group Communication Plan Proposal
3. Public Outreach Planner



City of Post Falls Communications Plan Proposal

Shelly Enderud, City Administrator
June 17, 2025

Communications Plan Background

- Goal of Strategic Plan
 - Dec 5, 2023 – City Council Presentation
- FY 24 - Staff Developed an Emergency Communications Plan and Dashboard
- FY 25 – Launched New City website
- January 2025 - Implemented Mass Notification System
- Next goal - develop an internal and external communications plan.

Strategic Direction

5

Priority: Workforce

Attract and retain qualified talent both now and in the future.

- Goal 1: Recruit and Retain Quality Talent
- Goal 2: Conduct Comprehensive Succession Planning
- Goal 3: Establish an Employee Professional Development Program

Priority: Operations

Maintain sustainable, quality operations to execute the City's primary purposes.

- Goal 1: Develop Effective and Efficient Policies and Procedures
- Goal 2: Improve Interdepartmental Communications
- Goal 3: Improve Interdepartmental Collaboration
- Goal 4: Provide Proactive Maintenance and Services

Priority: Capital

Obtain and sustain sufficient capital resources for ongoing investments and equipment.

- Goal 1: Engage in Effective Master Planning
- Goal 2: Establish and Maintain Effective Design Standards

Priority: Community

Maintain community satisfaction in the provision of City services.

- Goal 1: Improve the Ability to Tell Our Story
- Goal 2: Create Quality Engagement
- Goal 3: Improve Ease of Engagement

STRATEGIC PRIORITY: OPERATIONS (Slide #1)

Maintain sustainable, quality operations to execute the City's primary purposes.

GOAL 1: Develop Effective and Efficient Policies and Procedures (Warren)

Update and streamline policies and procedures to optimize efficiency and effectiveness.

- ❑ Year 1: Develop and prioritize a list of policies and procedures for review and revision.
- ❑ Potential Metrics:
 - Year 1: Percentage of list created and prioritized (all policies and procedures to be reviewed)
 - Track the number of policies to review annually and measure their progress.

GOAL 2: Improve Interdepartmental Communications (Shelly)

Enhance and improve communication among and within all departments.

- ❑ Year 1: Develop a strategic internal communications plan.
- ❑ Year 2: Provide training to employees and managers.
- ❑ Potential Metrics:
 - Create initial survey to create a baseline that measures current status of communication.
 - Identify opportunities (feedback) for improvement.
 - Number of processes mapped and reviewed/improved

STRATEGIC PRIORITY: COMMUNITY

Maintain community satisfaction in the provision of City services.

GOAL 1: Improve the Ability to Tell Our Story (Shelly)

Improve the City's branding –both internally and externally.

- ☐ Year 1: Develop a strategic communication plan (including branding). May include hiring external resources to help develop and implement plan.
- ☐ Provide training to employees and managers (e.g., Presentation Skills to improve quality of presentations to City Council)
- ☐ Proposed Metrics:
 - o Number of press releases
 - o Number of social media hits

GOAL 2: Create Quality Engagement (Shelly)

Define, measure, and improve the level of quality engagement among the community.

- ☐ Year 1: Develop a strategic communication plan including quality standards for community engagement to determine measurement.
- ☐ Year 1: Implement tools such as surveys using quality evaluation standards to measure community engagement.
- ☐ Year 2: Evaluate responses, assess outcomes, adjust as needed to improve value provided to community.
- ☐ Potential Metrics:
 - o Year 1: Communication plan has been developed.

GOAL 3: Improve Ease of Engagement (Shelly)

Improve ease of community access and engagement with the City and its resources.

- ☐ Year 1: Develop a strategic communication plan including evaluating current methods of communication between the City and the community to measure effectiveness (e.g., how do community members want to communicate with the City?)
- ☐ Year 1: Evaluate ease of access to communicate with the City and access City resources (e.g., accessing resources via the City's website).
- ☐ Year 2: Prepare recommendations for improvements to improve ease of community access and engagement.
- ☐ Potential Metrics:
 - o Year 1: Communication plan has been developed.



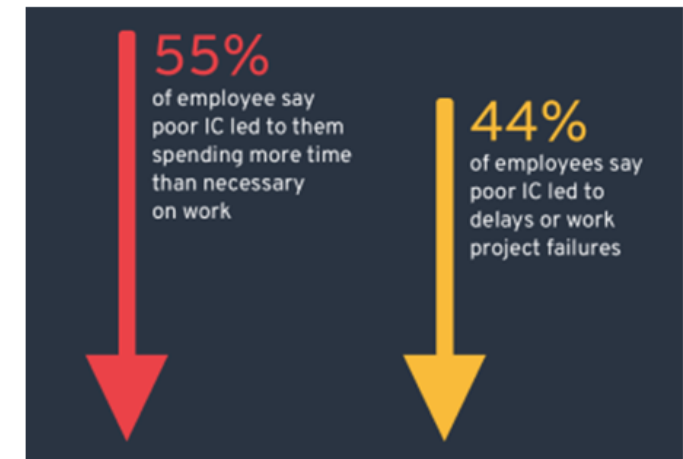
Make a plan for clear, concise,
frequent, and consistent
communication.

Multi-departmental events/networking

Make information easier to find

Streamline systems & programs

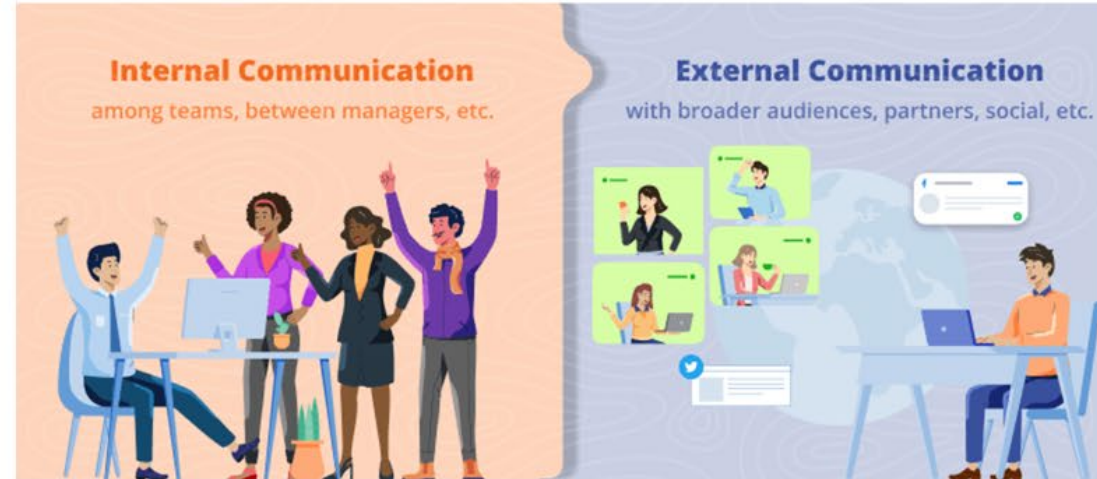
Multi-department project processes



Internal Communication Plan

External Communication Plan

Emergency Communication Plan



Lesson #6: In a crisis, social media can be your best friend or your worst enemy.



Quality Engagement
Ease of Engagement
More Frequent Engagement
=
Internal and External Community Culture



Intentionally Building Trust

Externally and
Internally

**TELLING
OUR
STORY**



Transparent, Relevant, Accurate,
Timely, Meaningful, Clear, Brief,
Collaboration, Frequent but not too
Frequent, Newsletter, Multiple
Message Formats

Community Engagement



Get to know your customer and what
they want to know and how they
want to receive information and
provide feedback.

Communications Plan Proposal Tasks

• Project Management	\$10,700
• Situation Assessment	\$14,500
• Advisory Group Meetings	\$25,700
• Communications Plan Deliverable	\$38,200
• POP Deliverable	

Communications Plan – Project Management

- Oversee Process and Maintain Documentation
- Provide Monthly Status Updates
- Conduct Project Planning and Risk Assessment
- On-going Document Handling
- Invoicing and Budget Status Updates

Communications Plan – Situation Assessment

- Explore Communication Needs, Challenges, Opportunities
- Assess Existing Conditions
- Stakeholder Interviews
- Develop Assumptions
- Provide Deliverables

Communications Plan – Advisory Group Meetings

- Explore Communication Needs, Challenges, Opportunities
- Assess Existing Conditions
- Stakeholder Interviews
 - Internal and Key Partners
- Develop Assumptions
- Provide Deliverables

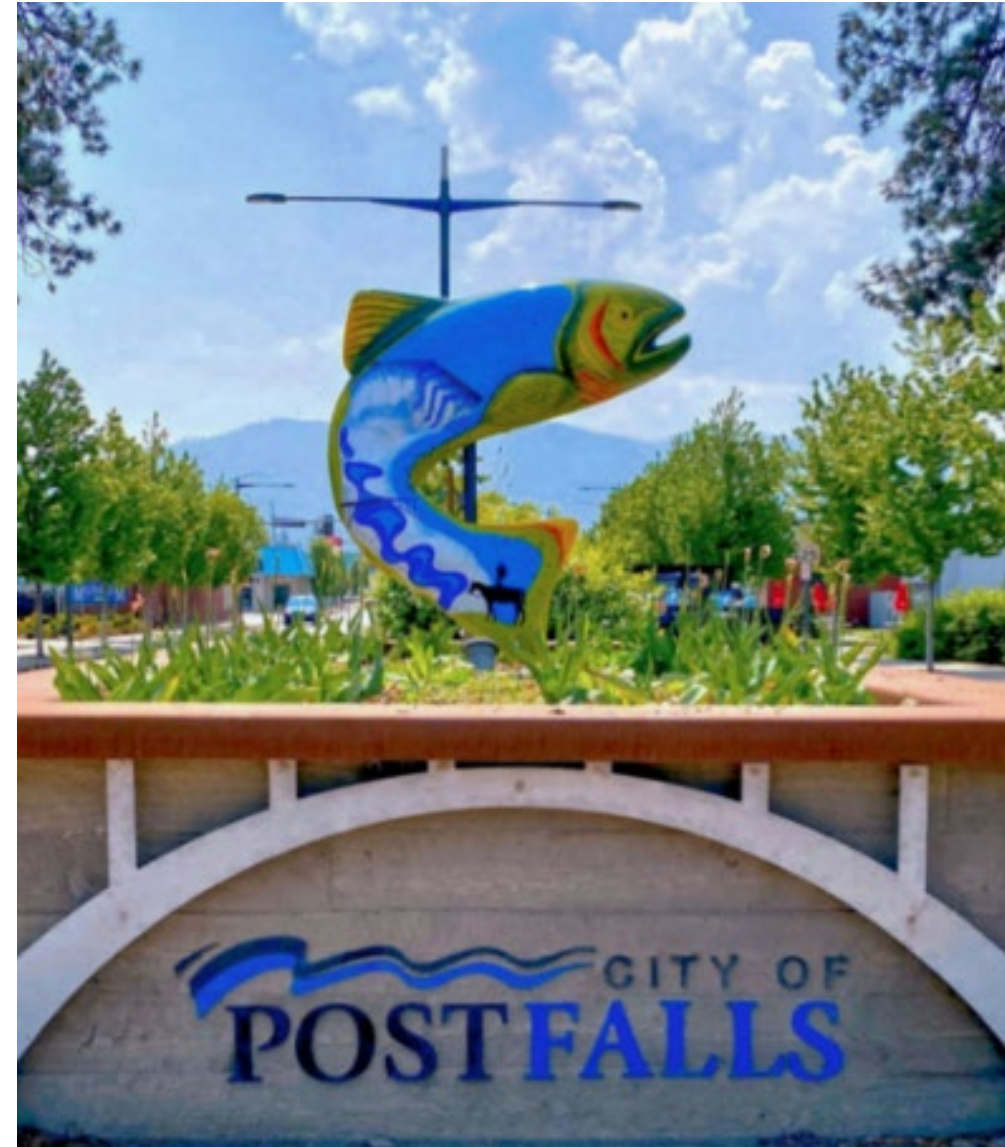
Communications Plan and POP Deliverables

- Draft Strategic Communications Plan
 - Review will be provided to develop final plan
- Public Outreach Planner
 - User-friendly tool to aid in city project communication direction
 - Example: What communication tools to use for street projects
 - System set up based on city priorities and goals
 - Used by Idaho Falls and Idaho Transportation Department

Next Steps and Timeline

- If Council Provides Direction to Proceed:
 - Staff will work with Langdon Group on final agreement
 - Timeline will be developed
 - Process will kick off with consultant
 - Final Plan will be presented to Council
- If Council Provides Different Direction:
 - Staff will work develop plan based on direction

Questions?





**THE LANGDON GROUP, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Communication Plan

CLIENT: City of Post Falls

THE LANGDON GROUP PROJECT NUMBER: XX-XX-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between THE LANGDON GROUP, Inc. (TLG) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

TLG's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Post Falls (CLIENT) adopted a City-wide Strategic Plan in 2024. In addition to the City's Vision, Mission, and Values, the Strategic Plan identifies four (4) key Strategic Priorities for Plan implementation including Workforce, Operations, Capital, and Community with associated goals and tasks to be achieved in 1- and 2-year timeframes. As part of the City's Strategic Priority for Community, the City would like to develop a Communication Plan within one year to support the following goals: 1) Improve the Ability to Tell Our Story, 2) Create Quality Engagement, and 3) Improve Ease of Engagement. The Communication Plan will improve the City's branding, both internally and externally; define, measure, and improve the level of quality engagement among the community; and, improve ease of community access and engagement with the City and its resources.

The Langdon Group will support the City's development of the Communication Plan and Public Outreach Planner (POP) through facilitation of the planning process, and preparation of user-friendly deliverables.

PART 2 - SCOPE OF SERVICES BY TLG

TLG's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. Set up project into TLG's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate TLG's team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under TLG, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend monthly client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.

9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.
11. Close out project.
 - a. Archive paper and electronic files and records.
 - b. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - c. Close financial billing and accounting records in TLG's financial and record-keeping systems.

B. Task 002: Situation Assessment

1. For this task, TLG will conduct a situation assessment to inform the planning process and document development strategy. The situation assessment will explore the City's communication needs, challenges, and opportunities including resources available to support implementation of the Communication Plan.
 - a. Team Kick Off Meeting – TLG will meet with key CLIENT Staff to discuss the vision and goals of the Communication Plan and further develop the process strategy. This team will discuss and revise the process and desired outcomes to best align with the City's Strategic Priority for Community, as defined by the 2024 Post Fall Strategic Plan. This will ensure the right people and information are included in this process, and that project leaders have a shared understanding of the goals and desired outcomes of the planning process.
 - b. Stakeholder Interviews – TLG will conduct stakeholder interviews with City Department Leads and key partners to develop a clear and thorough understanding of the existing communication needs of the City. Interviews will gather honest feedback to identify current resources, challenges, areas for improvement, and community needs. TLG will coordinate with CLIENT to develop an interview guide and questions.
 - c. Existing Conditions – TLG will review and compile existing communication procedures, plans, policies and resources relevant to the preparation and implementation of the Communication Plan. TLG will review communication plans from similar communities to generate ideas of what is appropriate and preferred for Post Falls.
 - d. Assumptions:
 - i. The City's Strategic Plan will guide the process goals and strategy
 - ii. TLG will conduct up to 15 stakeholder interviews
 - iii. TLG will coordinate with the project team in development of stakeholder outreach materials, and provide all materials to the CLIENT for review and approval prior to release
 - iv. The existing conditions assessment will inform Task 004 and the summary may be incorporated into portions of the strategic Communication Plan
 - e. Deliverables:
 - i. Kick Off Meeting agenda and minutes
 - ii. Development of support materials for Staff Meeting
 - iii. Stakeholder interview guide
 - iv. Stakeholder interview summary
 - v. Summary of existing conditions

C. Task 003: Advisory Group Meetings

1. For this task, TLG will facilitate a series of 3 Advisory Group meetings with key City Staff to ensure that internal leaders are being consulted and communicated with throughout the planning process. The goals of these meetings are to: ensure that department leads understand what actions are being recommended to meet the Strategic Plan goals for Community; provide an opportunity for collaborative dialogue and to collect feedback and insight to inform the Plan development; support project progress by addressing concerns in a timely manner; and, foster understanding and support for adoption and implementation of the Communication Plan and POP

across City Staff. Participants will play a key liaison role in communicating the needs of their associated departments and/or staff to the Advisory Group and project team, as well as the progress of the project or key information back to City Staff.

- a. Advisory Group Meeting #1 Goal – Present project overview, situation assessment findings, gather initial feedback, strategize and outline goals, objectives, messages, and outcomes of Communication Plan, and prepare for public involvement tasks. Facilitate a specific focus on identifying internal vs external needs, information gaps, and alignment with the guidance provided in the City Strategic Plan. Introduce POP deliverable and identify departmental needs and “tracks”.
- b. Advisory Group Meeting #2 Goal – Present findings of public involvement tasks and collect feedback. Identify priorities and considerations for Communication Plan structure, and identify Plan focus areas. Review 50% draft of POP and refine criteria for outreach planning.
- c. Advisory Group Meeting #3 Goal – Present Draft Communication Plan, collect feedback and identify areas for refinement and/or expansion. Facilitate a focus on planning for the success of Plan implementation. Present 90% draft POP for review and refinement.
- d. Assumptions:
 - i. TLG will coordinate with the CLIENT to identify Advisory Group participants
 - ii. TLG will play a facilitative role in Advisory Group meetings; CLIENT may play a more participatory role in Advisory Group meetings at their discretion
 - iii. Meetings to last approximately 3 hours each
- e. Deliverables:
 - i. Meeting agendas for 3 Advisory Group meetings
 - ii. Meeting minutes for 3 Advisory Group meetings
 - iii. Supportive materials for presenting information at meetings

D. Task 004: Communication Plan and POP Deliverable(s)

1. For this task, in coordination with the CLIENT, TLG will prepare the draft strategic Communication Plan and Public Outreach Planner (POP). The Communication Plan sets the standards and metrics for short- and long-term City goals for internal and external communication. The POP is a public engagement specific tool which will assist City Staff in implementation of the Communication Plan and support consistency and trust building in all external or public communications.
 - f. Strategic Communication Plan – The Plan will include the following elements and considerations: internal and external branding, communications training plan for employees and managers, evaluation of areas for improvement and metrics for success, quality standards for community engagement and process for tracking and evaluating outcomes for improvement, evaluation of current methods for communication between the City and the Community, evaluation of ease of access to communicate with the City and access City resources, goals and objectives for improving internal and external communication procedures.
 - g. Public Outreach Planner (POP) – The POP will be developed as a user-friendly tool to aid the City in determining the appropriate level of community engagement for City projects, and associated recommended public involvement tasks. The POP will establish consistency in public outreach methods. The POP will assist in data collection procedures and recordation of outcomes and effectiveness of public involvement efforts to promote long-term success. The POP will have four different “tracks” depending on the project substance / impact, and includes the development of four POP processes, all including unique worksheets, narratives, level descriptions, proposed techniques, and customized project PI Manuals.
 - h. TLG will assist City Staff in presenting the POP deliverable to City Council.
 - i. Assumptions:

- i. Branding will be consistent with current Post Falls design guidelines.
- ii. The POP will be developed as an internal tool for staff use.
- iii. The POP will be based on the Idaho Falls template.
- iv. Final POP will be a standalone website, to be managed by the City upon project completion.
- v. On-going hosting, web security, and costs associated with those tasks will be the responsibility of the City.
- vi. Project team will meet with City webmaster/technical staff up to 4 times to ensure POP deliverable, hosting, and maintenance is compatible with City software.
- vii. City Staff will provide style matching guidelines for POP website deliverable.
- j. Deliverables:
 - viii. Communication Plan Document
 - ix. Up to two substantive revisions between draft and final deliverables
 - x. Coordination with webmaster and IT staff for POP development
 - xi. Final POP web files and PDF PI guides
 - xii. Presentation to City Council to Introduce POP

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Public Outreach Support to communicate the Communication Plan project to the Post Falls community. Tasks could include social media postings, public surveys to collect public feedback, etc. as needed.
 - 2. Employee and Manager communication training to introduce the Communication Plan and/or POP to staff.
 - 3. Collateral templates for internal or external branding documents.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay TLG for the identified Services in PART 2 as follows:
 - 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for TLG's services will be based upon TLG's estimate of the percentage of the total services actually completed during the billing period.
 - 2. TLG may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
 - 1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for TLG's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that **TLG** will not be responsible for impacts to the schedule by actions of others over which **TLG** has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
XXXX	Project Management	Lump Sum	\$10,700	Concurrent with work progress
XXXX	Situation Assessment	Lump Sum	\$14,500	Concurrent with work progress
XXXX	Advisory Group Meetings	Lump Sum	\$25,700	Concurrent with Work Progress
XXXX	Communication Plan and POP Deliverables	Lump Sum	\$38,200	Concurrent with work Progress
Total:			\$89,100	

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

For internal TLG use only:

PROJECT LOCATION (STATE): ID

TYPE OF WORK: City

R&D: No

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Public Involvement (201)
2. Planning (P05)



PUBLIC OUTREACH PLANNER

- Typical Project Descriptions
- Suggested Possible Tools
- Project Outreach Tracking

PROJECT NAME: _____

POP SCORE: _____

POP LEVEL: _____

For existing projects, check project folder(s) to determine if a workbook has already been started. When starting a new workbook, save out the PDF into the project folder **BEFORE** filling in fields. Use the PDF version to record project information.

Information filled in through a web browser will not be recorded and cannot be saved.

SAVE NOW





Step 1

Select
Appropriate Track



Step 2

Answer Questions
& Get POP Score



Step 3

Save POP Worksheet
& Descriptions



Step 4

See POP Project
Descriptions



Step 5

Review POP Reference
Guide & Outreach Tools



Step 6

Fill Out & Save POP
Reference Guide & Workbook



This POP Reference Guide & Tracking Workbook is designed to help project teams track and document public involvement activities throughout the life of a project, planning effort or community initiative (commonly referred to as “project” throughout this document).

TYPICAL PROJECT DESCRIPTIONS

The following table describes common attributes of a City project or community initiative at various POP levels. Review of these tables allow users to refine decisions about the most appropriate POP Level for a project impacts. For example, a Project Manager answered the public works worksheet questions to the best of her knowledge for an upcoming sewer line replacement project and landed on a POP Score of 2.53. The worksheet automatically rounded up to a POP Level 3 but after reading the typical project description, the project manager feels like her project is less complicated and this description does not exactly fit. Because her POP Score fell almost half-way between a 2 and 3, she reads the POP Level 2 description and discovers that this more accurately describes her project and proceeds with a Level 2 recommendation.



POP TIP While simple categorization of outreach need provides the benefit of being able to plan for and better manage multiple projects, project managers and teams should remember that public involvement and outreach is a dynamic process. Adjustments are often required over the life cycle of a project, with corresponding changes in approach, strategy and tasks. Given this, be aware that a project may move from POP level to level on the chart as it evolves from phase to phase, or even within a single project phase. You can never fill out the POP Worksheet too often. If it feels like your project has grown less or more complicated, redo the worksheet and see where you come out.

TABLE 1: TYPICAL PROJECT DESCRIPTIONS

POP Level	Score	Typical Project Description
Level 1	0 - 1	The likelihood of political scrutiny is low, and few stakeholders/groups must be coordinated with. The project/effort is likely to be brief in duration and confined to a smaller area. The public is likely to have little interest or be supportive of the proposed project/plan, with little likelihood of controversy. Few if any direct impacts are expected to adjacent properties and the public. If this is being driven by the National Environmental Policy Act (NEPA) this would likely be a Categorical Exclusion (CatEx).

Level 2	1.1 - 2	The likelihood of political scrutiny is low, and few stakeholders/groups must be coordinated with. The project/outreach area is likely to be confined to a single neighborhood or section of the City. The project is either brief in duration with minor impacts to the public and adjacent property owners, or is more lengthy in duration but with little to no impact. Historically, public interest is either low, or the public has been supportive of similar projects. Care should be taken to reinforce the positive relationships that exist with various stakeholder groups. If this is being driven by NEPA this would likely be a CatEx.
Level 3	2.1 - 3	Political considerations are moderate, and the number of stakeholders/groups requiring coordination begins to rise in this level. The project may span more than one section of the City and require more intense stakeholder coordination. For construction projects this is likely to last an entire construction season with moderate impacts to the public and adjacent stakeholders. Given the longer project duration and the rising level of impact, potential for controversy also begins to rise. Public interest levels also increase, as well as the likelihood for political or project detractors. If this is being driven by NEPA this would likely be a CatEx or Environmental Assessment (EA).
Level 4	3.1 - 4	There is a high level of anticipated political interest and multiple stakeholders, groups and organizations may require coordination by and with the project team. The project/plan scope likely covers multiple neighborhoods and a larger geographic region or is a city-wide effort or plan. For public works, utility or construction projects, the project is likely to last one to two construction seasons and present significant delay and impact to the public. The number of adjacent property impacts is significant or the impacts to a lesser number of adjacent properties are more severe at this level. Given the above factors, the likelihood of controversy is high and the public interest may be high and may be primarily negative. If this is being driven by NEPA this would likely be an EA.
Level 5	4.1 - 5	Political implications associated with this study or project are considerable, with policy-level decision makers taking personal interest in project outcomes. Corresponding agency interest is also high, with many government, agencies and special interest groups needing coordination and involvement. The project scope is large, with an extensive project or study area, and duration is likely to span years rather than months. Impacts may be heavy and of a long duration, ranging from extensive right-of-way acquisitions to severe lane restrictions and delay. Again, the likelihood for controversy is high, given the high stakeholder interest and potential for negative Department perceptions. If this is being driven by NEPA this would likely be an Environmental Impact Statement (EIS).

SUGGESTED POSSIBLE TOOLS

You know your POP level and you have an idea of the project impacts to stakeholders, but how do you actually do the outreach?

The following provides a list of recommended, possible tools and techniques that when done right, have proved successful at effectively involving the public. Public outreach tools listed here are not required, and it is not expected that a project or initiative will exhaust the list for its particular POP Level. It is recommended that project staff work with City Public Information Officers (PIOs) to determine which tools and techniques are most appropriate for your project and affected public.

Please note, engagement of disadvantaged or vulnerable communities should be considered at ALL POP levels. Keep these communities in mind as you work through a project and develop a public engagement strategy. This includes considering translation of materials to support limited English proficiency (LEP) populations. Contact a City PIO for more information on LEP plans and support.

Select the tools you plan on using for this project. Keep in mind that the tools build on each other at each level, so select tools at each level to use for your level of effort.



REMINDER NEPA has specific requirements regarding public involvement. Please refer to [NEPA guidelines](#) to determine if there are specific outreach timelines and tools required for your project.

TABLE 2: SUGGESTED POSSIBLE TOOLS

POP Level	Possible Tools <i>(Check the box of those tools that you plan on using for your project.)</i>
Level 1	☐ Fliers (for construction projects) ☐ Agency notification (if applicable) ☐ City Council Coordination ☐ Letter to key stakeholders ☐ News release ☐ Impacted stakeholder contact and coordination ☐ Website/Mobile App Posting ☐ Social Media posting ☐ City text alerts ☐ VMS signs (for construction projects)
Level 2	Tools in Level 1 with the addition of: ☐ Fact Sheet ☐ Fliers/Door-to-door information drops ☐ Ongoing stakeholder availability and coordination ☐ Emergency Medical Services (EMS) coordination (for construction projects) ☐ Newsletters (paper and electronic) ☐ Ongoing social media

Level 3

Tools in Levels 1 and 2 with the addition of:

- ☐ Local elected official outreach
- ☐ Project information displays (i.e., lawn signs, posters, banners)
- ☐ Project specific website
- ☐ Public meetings/hearing
- ☐ Legal notices/notice of availability
- ☐ Community Advisory Committee
- ☐ Surveys (traditional or online)
- ☐ Media relations
- ☐ Continued key agency/stakeholder coordination

Specific outreach to:

- ☐ Special interest groups
- ☐ Civic/community organizations
- ☐ Economic development organizations

For Level 3 construction projects, you may consider adding:

- ☐ Pre-construction partnering workshop (contractor and City)
- ☐ Pre-construction public open house/"Meet the Contractor" event
- ☐ Transit and school district/busing coordination
- ☐ Trucking and motor carrier coordination
- ☐ Project-specific phone number and email address

Level 4

Tools in Levels 1, 2 and 3 with the addition of:

- ☐ Stakeholder interviews and assessment
- ☐ Site tour/field trip
- ☐ Project graphics/landscape renderings
- ☐ Paid media and advertising (traditional and social media)
- ☐ Online open house
- ☐ Neighborhood association outreach
- ☐ Partnering workshops
- ☐ Attendance/booths at community events
- ☐ Pre-project conflict assessment
- ☐ Right-of-way process support
- ☐ GIS comment map
- ☐ Project conflict resolution/mediation
- ☐ Regular agency/municipal leadership updates
- ☐ Design charrette
- ☐ Kick-off event/Ribbon cutting
- ☐ Virtual Town Hall/ Community Conversations
- ☐ Utility bill notice

For Level 4 or higher construction projects, you may consider adding:

- ☐ Construction Coordination Team (made up of community members, contractor team, property/business owners, City staff)
- ☐ Conflict resolution/mediation support

Level 5

Tools in Levels 1, 2, 3 and 4 with the addition of:

- ☐ Video productions and/or graphic animations
- ☐ Custom project/initiative website/webpages
- ☐ Dedicated staffer or consultant support
- ☐ Focus groups
- ☐ Facilitated decision-making
- ☐ Process evaluation/regular after-action reviews of process and outreach
- ☐ Policy-level problem solving workshops
- ☐ Project-specific social media page

POP TRACKING AND RECORD KEEPING

Instructions for POP Tracking:



- 1.** These POP Tracking pages are designed to help project teams track and document public involvement activities throughout the life of a project. The following pages ask specific questions about your project to help current and future projects teams:

- understand project history, trends and public opinions and attitudes.
- easily locate and reference relevant files, documents and collateral.



- 2.** Be sure to check project folders from past phases to determine if a Workbook has already been started for your project.



- 3.** Visit this workbook regularly with your team throughout the project, noting the following as they occur:

- Changes in your POP Score
- Added team members
- Addition of major stakeholders
- Right-of-way impacts
- Major events and milestones that influenced public involvement, including controversies and successes
- Analysis of the effectiveness of tools and techniques



- 4.** Continually save and update the following documents in your project folder:

- This reference guide and workbook
- Completed POP questions
- Other outreach materials: brochures, advertisements, display boards, press releases, photos, graphics, social media, etc.

ALWAYS REMEMBER TO RESAVE YOUR WORKBOOK BEFORE EXITING

POP TRACKING AND PROJECT PLANNING

PROJECT MANAGER: _____ DATE WORKSHEET STARTED: _____

CITY DEPARTMENTS INVOLVED: _____

PROJECT FILE LOCATION: _____

Most recent POP Score: _____ Most recent POP Level: _____

General Project Description:

1. What project team members participated in answering the POP Questions for this project?

2. As a project team, determine a schedule to re-visit the POP worksheet and this tracking workbook? Please record those dates and POP scores below.

3. If you completed the worksheet more than once, and your score changed, why?

4. What government/elected officials do you believe will have interest in this project, plan or initiative?

5. What agencies do you believe will have interest in this project?

6. Describe any right of way impacts associated with this project.

7. Are there any other major stakeholders in the project area? Please list and describe.

8. Describe specific design, construction and community issues that may cause controversy with this project.

9. Of the public outreach tools check-marked above, which have proven to be effective? Ineffective? Why?

10. Other Notes:

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud, City Administrator
SUBJECT: City of Post Falls Citizen Handbook Publication Proposal

ITEM AND RECOMMENDED ACTION:

City Administration is seeking direction from the Council on proceeding with one of the options to provide some form of a citizen handbook/booklet/insert. Depending on the direction provided, staff will work to take next steps in the process of developing some form of the publication. If direction includes accepting one of the options from Studio H creative and Birchell Creative Group, staff will work with the consultant to develop a final agreement based on the proposal and direction from the Council.

DISCUSSION:

The City would like to produce an informative guide for residents, providing essential information about local government services, regulations, community resources, and civic engagement opportunities.

This guide should make every effort to help the City "tell its story" and to help citizens and businesses better understand their City and the essential services it, and its employees, provide to the community.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 21, 2024, Council Workshop.

APPROVED OR DIRECTION GIVEN:

Directed staff to bring back additional information after the new website was complete and live.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The fiscal impact will depend on the direction provided by the Council.

BUDGET CODE:

001-411.0000.63210 - Strategic Plan and Citizen Handbook

ATTACHMENTS:

1. Citizen Handbook Presentation June 17 2025
2. Council Memo Citizen Handbook May 21 2024
3. Citizen Handbook Scope of Work
4. City of Post Falls_SHC BCG
5. SHC and BCG Estimate_City of Post Falls
6. Example City of Post Falls Resident Handbook



City of Post Falls Citizen Handbook Discussion

Shelly Enderud, City
Administrator
June 17, 2025

Citizen Handbook Benefits

- A comprehensive overview of the city services provided to residents and businesses
- Helps with Strategic Plan:
 - Mission of “Building Community”
 - City Telling its Story
 - Maintains communication with the community in a proactive way
- Provides additional transparency

Main Publication Options to Consider

- Proposal - Medium Citizen Handbook
- Proposal - Large Citizen Handbook
- Internal - P&R Brochure Style
- Internal - Monthly Explainer
- Internal - Utility Bill Insert
- Any combination of the above

Citizen Handbook Timeline

- March 5, 2024 – Provided examples to Council
- May 21, 2024 - Workshop Discussion
- February 24, 2025 - Issued Scope of Work
- March 17, 2025 - Received One Proposal
- ~~May 20, 2025 – Workshop Planned (Moved for Omnia)~~
- June 17, 2025 – Council Presentation

Proposal – Flipbook Style (40 Pages)

- Audience: 22,000 Households
- Costs: \$20,000 Proposal
- Advantages:
 - Available on City website – easily accessible.
 - More detailed forum on city services, history, planning, etc.
 - Use of consultant to improve quality and limit staff time
- Disadvantages:
 - Cost to produce

Proposal – Flipbook Style (100 Pages)

- Audience: 22,000 Households
- Costs: \$38,000
- Advantages:
 - Available on City website – easily accessible.
 - More detailed forum on city services, history, planning, etc.
 - Use of consultant to improve quality and limit staff time
- Disadvantages:
 - Higher cost and will require more staff time
 - Might be too detailed for residents to read, so may be tossed

Internal - Utility Bill Insert

- Audience: 18,000 Households Potentially
- Costs: \$3,000 per duplexed sheet
- Advantages:
 - Convenient and low cost
 - Delivered directly to customers
 - Produce more often with less staff time
- Disadvantages:
 - Not everyone receives a utility bill
 - Not everyone reads their utility bill/inserts

Internal - P&R Style Brochure

- Audience: 22,000 Households
- Costs: \$12,000 - \$20,000
- Advantages:
 - Delivered directly to citizens
 - Could be seasonal and highlight current services and events
- Disadvantages:
 - Medium to Higher cost
 - Significant staff time to develop
 - Many may be tossed, and some delivered outside city

Internal - Monthly Explainer

- Audience: 18,000 to 22,000 Households Potentially
- Costs: similar to utility bill mailer (\$3,000 per sheet/month)
- Advantages:
 - Flexibility and multiple uses
 - Current information
 - Short and more likely to be read
 - Lower cost spread across departments
- Disadvantages:
 - Not as comprehensive
 - Still may be tossed

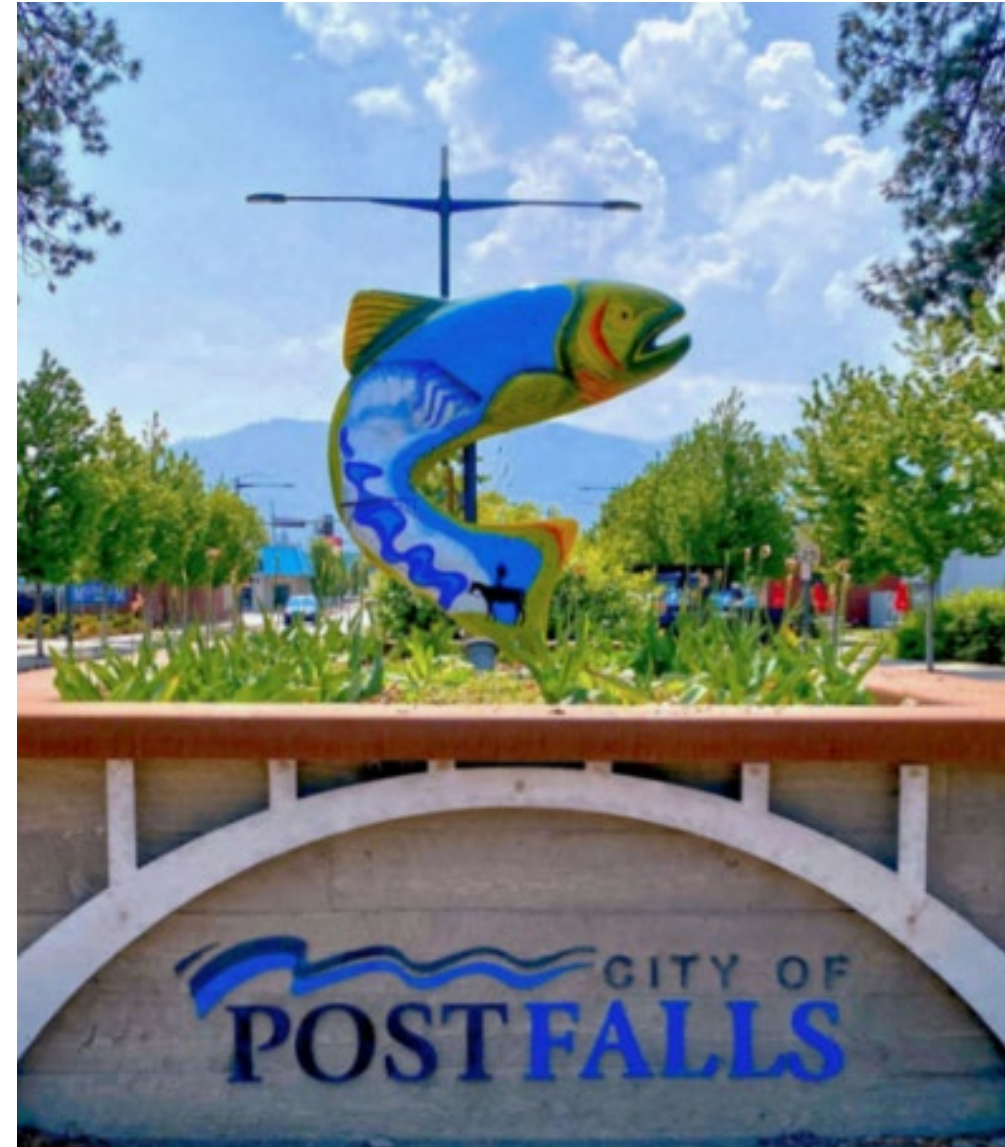
Recommended Solution

- Staff recommends the proposal option for the 40-page flipbook.
 - Benefit of consulting firm with expertise and years of experience will produce a higher quality product and improve ability to tell the City's story.
 - Limit up front design time from staff.
 - Ensure project moves forward in a timely manner.
- Staff would be able to build on the basis built with this option.

Citizen Handbook Next Steps

- Council provide direction.
- Staff move forward with direction provided.
- Staff will development a timeline for implementation.

Questions?



CITY OF POST FALLS

AGENDA MEMO

Council Workshop

MEETING DATE: May 21, 2024

DATE: May 21, 2024

TO: Mayor And City Council

FROM: Shelly Enderud, City Administrator

SUBJECT: Citizen Handbook Follow Up Discussion

PRESENTATION: Yes X No

ITEM INTRODUCTION AND HISTORY:

Council Westlund brought the concept of a "Citizen Handbook" to the Council a few months ago. Information was shared with Council that outlines some of the available options via email on March 5th. Below details those options.

DISCUSSION:

Format of Publication

Utility Bill Insert

- Audience size:
 - 2,300 e-statements (8,600 registered users)
 - 15,000 bills mailed each month.
- Costs
 - The electronic presentation is free (e-statements) and registered users may see.
 - The paper inserts would be approximately \$3,000 per duplexed sheet.
 - Staff time for design and content would be required.
- Advantages
 - Convenient and low cost as compared to brochure mailing.
 - Delivered directly to residents with utility bills.
 - Could produce more often with less staff time and design work.
 - Maybe be printed glossy, in color and double sided.
- Disadvantages
 - Not everyone receives a utility bill. This would have a more limited audience than the brochure mailing.
 - Not everyone opens and reads the utility bill and inserts when they receive them.
 - The system sends an email to the e-statement customers, but it is simply a link and not the actual statement and flyer, so it does require the customer to access the account.

P&R Brochure Style

- Could be a separate brochure or included with the current brochure. If separate, it would be more noticeable, but it would cost more in mailing.
- Audience size:
 - Approximately 22,000 households (some not in the city as they use 83854 zip code).
- Costs:
 - \$900 quarterly design
 - \$5,250 printing costs (22,000 at 16 pages)
 - \$6,500 mailing costs
 - Staff time for design and content would be required.
- Advantages
 - Delivered to all of the addresses in Post Falls, including PO Boxes.
 - If coupled with the P&R brochure, it would save some costs.
- Disadvantages
 - The cost would be more than a simple newsletter or insert in the utility bill.
 - If matched current brochure in size, additional staff time would be needed to develop content.
 - If included in P&R brochure, it may be tossed without residents/businesses looking at the information. At the Post Office, the recycle bins are usually filled with P&R brochures and other mailers.

Large Citizen Handbook Manual

- Audience size:
 - Approximately 22,000 households with bulk mailing.
- Costs:
 - Design costs
 - \$20,000 to \$30,000 printing costs (22,000 at 100 pages)
 - \$20,000 estimated mailing costs
 - Significant staff time for design and content would be required.
 -
- Advantages
 - Delivered to all of the addresses in Post Falls, including PO Boxes.
 - Would provide more of a detailed forum on city services, history, planning, etc.
- Disadvantages
 - The cost would be significantly more than a simple newsletter, insert in the utility bill, or brochure.
 - Significant staff time would be needed to develop content and/or the city would need to contract with someone who helps develop these types of reports.
 - It would be mailed to addresses outside of the city limits.
 - Some addresses may simply toss the book and not look at it.

Monthly Explainer

- Create a monthly one-page document explaining a city function.
- Document is included in Utility Bills.
- Document is also compiled on City website.
 - Documents which are updated are replaced, otherwise one year of the documents will be available.
 - Documents would likely be useful for other purposes (job fairs, festival booths, social media content).
- Could be compiled into a publication (print or electronic).
- Audience size:
 - Potentially reach most of Post Falls households.

- Advantages
 - Cost is similar to utility bill mailer but provides an archive, so the reference is more comprehensive as more items are developed.
 - Responds to current interests.
 - Staff time requirements are spread across multiples months and years.
- Disadvantages
 - Time to have a significant amount of information may be extended (at 1 page per month)
 - Some addresses may not hear about the options and never see the materials.

Hybrid Model with Website and App options

- Create a brochure or larger handbook and make available at City Hall and PD for those desiring a hand copy and produce as a flipbook on-line for those desiring to view digitally.
- Potentially use new electronic notification system to send out link to registered guests for viewing or downloading.
- Post on social media and website.
- Add QR Code to utility bills, P&R brochure and other printed materials linking to the electronic handbook.
- Could also request a hard copy be mailed (online request) for those who do not want to pick up.
 - There would be an additional expense with this option.
- Audience size:
 - Potentially reach most of Post Falls households with the two options.
- Costs:
 - Mailing costs would depend on the number of requests.
 - Printing costs would be less than the hard copy only option.
 - Significant staff time for design and content would be required.
- Advantages
 - Provides options both for those who like hard copy and for those who like digital access.
 - Would provide more of a detailed forum on city services, history, planning, etc.
 - The cost would be less than a full mailing.
- Disadvantages
 - Staff time would be needed to develop content and design for both a hard copy and a digital version.
 - It would be mailed to addresses outside of the city limits.
 - Some addresses may not hear about the options and never see the materials.

Timing of Publication

Decide on timing of publication - Monthly, quarterly, or annually.

- Advantages
 - Regular distribution will build more of an audience and also help to tell the city's story better and make more of a connection with the community.
 - More regular timing would allow for more even distribution of staff time.
- Disadvantages
 - For those not desiring this type of communication, it may be seen as a nuisance if mailed directly to addresses.

Example Publications/Websites

<https://www.glenellyn.org/DocumentCenter/View/553/New-Resident-Packet-PDF>

<https://www.botetourtva.gov/746/New-Resident-Information>

https://www.cityofdixon.us/media/cityofdixon.pdf?fbclid=IwAR2l8kPspN6UWWZjQMPimiQv0qYvJYfM_XgKQG1WFDBJC806HIMXbkW2tZ4
<https://bellevuewa.gov/city-government/departments/city-managers-office/communications/its-your-city>
<https://www.littletonco.gov/Government/City-News>
<https://www.ci.richland.wa.us/home/showpublisheddocument/13966/637998802311970000>
https://www.cbrm.ns.ca/images/Winter_2019-2020.pdf

Recommendations:

The staff did not have any specific recommendations at this point. I do believe there was a general feeling that with the city updating its website, it would be nice to showcase the new look and have the ultimate book/flyers available on-line for citizens to view electronically. This could be complementary to a printed version or in place of the printed version if desired.

FISCAL IMPACT AND FUNDING SOURCE:

The individual impacts are listed within the memo and depend on the direction of Council.

Budget Code:

Budget codes would be identified by the Finance Office in the appropriate fiscal year budget.

SUPPORTING DOCUMENTS:

N/A

Scope of Work (SOW) for Municipal Citizen Handbook Publication

1. Introduction The purpose of this Scope of Work (SOW) is to define the requirements for the development, design, and publication of a Municipal Citizen Handbook. This handbook will serve as an informative guide for residents, providing essential information about local government services, regulations, community resources, and civic engagement opportunities.

2. Project Objectives

- Develop a comprehensive and user-friendly Municipal Citizen Handbook.
- Ensure accessibility and clarity for all residents, including diverse demographics.
- Provide up-to-date and relevant information on municipal services, policies, and resources.
- Utilize a professional and visually appealing design that aligns with municipal branding.
- Make the handbook available in both print and digital formats.

3. Scope of Work The selected vendor or team will be responsible for the following:

3.1 Content Development:

- Conduct research and gather information from municipal departments.
- Draft, edit, and organize content into clear, concise sections.
- Ensure accuracy and relevancy of information.
- Include essential topics such as:
 - City government structure and functions
 - Public safety and emergency services (excluding fire)
 - Utility services and billing information
 - Parks, recreation, and community programs
 - Local laws, ordinances, and zoning regulations
 - Transportation and public transit
 - Waste management and recycling guidelines
 - Community engagement and volunteer opportunities
 - Contact information for municipal offices and key departments

3.2 Graphic Design and Layout:

- Develop a visually appealing and easy-to-navigate format.
- Incorporate infographics, icons, and high-quality images where necessary.
- Ensure compliance with accessibility standards (e.g., ADA requirements).
- Align design with municipal branding guidelines.

3.3 Review and Approval Process:

- Submit draft content and design for municipal review.
- Incorporate feedback and revisions as necessary.
- Obtain final approval from municipal authorities before publication.

3.4 Printing and Digital Publication:

- Develop a digital version in PDF and web-friendly formats.
- Ensure digital accessibility for screen readers and mobile devices.
- The city may also consider a print-ready version of the handbook.
 - Ensure high-quality printing with durable materials.

3.5 Distribution Strategy:

- Provide digital version for the municipal website and social media platforms.
- Assist in the development of an outreach plan to maximize citizen engagement.

4. Deliverables

- Draft and final versions of handbook content.
- Completed graphic design and layout files.
- If contracted to produce - printed copies (as per municipal requirements).

5. Timeline – To Be Negotiated

- Project Kickoff: - Summer 2025
- Draft Submission: TBD
- Review and Revisions: TBD
- Final Approval: TBD
- Printing and Distribution: TBD

6. Budget and Payment Terms

- Detailed budget breakdown for content development, design, printing, and distribution.
- Payment milestones based on project phases.
- Final payment upon successful delivery of all deliverables.

7. Responsibilities

- **Municipality:** Provide relevant information, review drafts, and approve final versions.
- **Vendor:** Develop, design, and print (if requested) the handbook in accordance with this SOW.

8. Evaluation and Quality Assurance

- Conduct a final review for accuracy and completeness.
- Ensure adherence to municipal standards and accessibility requirements.
- Gather feedback post-publication for future improvements.

9. Contact Information For any inquiries regarding this project, please contact:

Shelly Enderud,
City Administrator
208-773-3511
senderud@postfalls.gov



IN PARTNERSHIP WITH

birchellcreative
G R O U P

SUBMITTED TO:

Shelly Enderud

City Administrator

208-773-3511

senderud@postfalls.gov

CITY OF POST FALLS

Municipal Citizen Handbook Publication



Put the creative powers of **STUDIO H creative** and **Birchell Creative Group** to work for you.

STUDIO H creative and Birchell Creative Group are strategic partners. With more than 20 years of experience working together, our combined and coordinated experience across all communication and marketing disciplines offer our clients exceptional strategy and execution. From planning to creative writing, design, printing, cinematography, public relations, and media delivery, we set a course that clearly defines, then accomplishes, our clients' goals. We are rich in expertise, excellent at execution, and rather fun to work with.

1. Introduction

STUDIO H creative and Birchell Creative Group are pleased to submit their qualifications to produce your new Municipal Citizen Handbook Publication. We have a wealth of experience in creating and producing both printed collateral and digital/online assets for both governmental and private enterprise. You will see from the design samples shown in this document, that we are adept and experienced in creating visually appealing collateral that grabs people's attention and creates positive brand relationships with them.

You will also notice that each design pays ultimate homage to the brand of each client we serve rather than a "packaged look" applied to all clients. This assures that the Post Falls brand will be the star. It will be clear to residents and businesses that their great city is offering them the ultimate guide to essential information on services, regulations, community resources, and civic engagement opportunities.

Your new handbook will perfectly achieve your objectives as listed below. It will also reinforce and enhance the sense of pride shared by the City of Post Falls, its residents, and businesses.



Hara Allison
STUDIO H creative
hara@studioh-creative.com
208.964.2787

studioh-creative.com



Greg Birchell
Birchell Creative Group
greg@birchellcreative.com
509.951.8150

birchellcreative.com

2. Project Objectives

STUDIO H creative and Birchell Creative Group understand the objectives for this project as outlined in your Scope of Work and listed here:

- Develop a comprehensive and user-friendly Municipal Citizen Handbook
- Ensure accessibility and clarity for all residents, including diverse demographics
- Provide up-to-date and relevant information on municipal services, policies, and resources
- Utilize a professional and visually appealing design that aligns with municipal branding
- Make the handbook available in both print and digital formats



YELLOW



DIGITAL



MAGENTA

BLACK



CYAN

3. Scope of Work

For this section, we have divided the project into phases 1 through 7. We address each of your subsection objectives in the order listed in your Scope of Work.

3.1 CONTENT DEVELOPMENT

Phase 1: Information Gathering - We are experienced in conducting research and interviews with the staff of our clients. They will find we are engaged and excited to listen to their information and opinions, and that their input will be valued and considered as we work through the creative process.

Phase 2: Creative Writing - After the gathering information phase, we will write the handbook content in draft form, then meet with you to receive feedback and ultimate approval. This process ensures that when we move forward, the design complements the approved version of the final copy. Often, additional copy edits continue to take place during the design phase once a client views design drafts, but with comprehensive legwork during the research and writing phases, these edits are usually minor.

3.2 GRAPHIC DESIGN AND LAYOUT

Phase 3: Initial Design Platform Development - Next, we move to the initial design phase. We will develop and present a design platform to be implemented in the digital and printed versions of the handbook. This consists of a visual overview of recommended elements including:

- Typefaces
- Color palette
- Photographic treatments
- Infographic styles
- Iconographic styles
- And any other elements necessary to present an overall “feel” for the handbook

We further assure that the design platform aligns with the City of Post Falls' municipal branding guidelines.

Phase 4: Design and Layout - In this phase, we move to full design, employing the approved design platform to create the handbook, organizing it into the clear, concise sections you have outlined. We will make sure the design of the handbook aligns with your municipal branding guidelines and will meet appropriate compliance and accessibility standards (e.g., ADA requirements).

You can expect a visually appealing, easy-to-read, easy-to-navigate design with coordinated elements for each section outlined, including:

- City government structure and functions
- Public safety and emergency services (excluding fire)
- Utility services and billing information
- Parks, recreation, and community programs
- Local laws, ordinances, and zoning regulations
- Transportation and public transit
- Waste management and recycling guidelines
- Community engagement and volunteer opportunities
- Contact information for municipal offices and key departments



The human mind registers images 63,000 times faster than words.

Our strategy will be to design your handbook with clear, concise copy accompanied by infographic and icon elements to hold readers' attention and maximize learning.

Examples of Our Work

We have included a variety of examples of our work that represent the diversity of design employed to honor the individual brand identities of our clients. Each design fulfilled the objectives of the client, enhancing their brand strength and loyalty.



3.3 REVIEW AND APPROVAL PROCESS

Phase 5: Approval - As outlined above, you will have ample opportunities to review, offer feedback, and approve each step in the development of the handbook. This final approval will mark the end of the writing and design phases and confirm that the handbook is ready to be programmed digitally for online applications and printed *(if desired)*.

3.4 PRINTING AND DIGITAL PUBLICATION

Phase 6: Publication and Printing - Your handbook will be created in PDF form for electronic delivery, as well as its adaptation to web-friendly formats. We can include programming in the digital version with links to other webpages, documents, etc., where appropriate and desired.

If the city chooses to produce a print-ready version of the handbook, we will provide paper options and discuss the strengths of each option ensuring the printed version will be high quality and durable. Having printed a vast number of collateral pieces in our history, we have extensive knowledge of printing and are adept at selecting the right printing vendor for any project. We also perform in-person press checks with printers to ensure that the documents rolling off the press meet the high standards of our clients and our company.

3.5 DISTRIBUTION STRATEGY

Phase 7: Distribution Outreach Plan - Your new Municipal Citizen Handbook will not serve its purpose unless those citizens know it exists. What are the most effective methods to inform your citizens of the new handbook and motivate them to obtain it? This is a strategic question we can answer. We will work with you to define your demographic and geographic delivery objectives and then create the most efficient plan for promotion and distribution of the handbooks. We have a wealth of experience in both small and large marketing tactics and campaigns. This includes, but is not limited to, these channels:

- | | | |
|------------------------|--------------------|---------------|
| • Online Display | • Streaming Media | • Radio |
| • Online Video | • Television | • Print |
| • Social Media Display | • Cable Television | • Email |
| • Social Media Video | • Mobile Marketing | • Direct Mail |

4. Deliverables

We will provide the deliverables listed in the scope of work, including:

- Draft and final versions of handbook content
- Completed graphic design and layout files
- If contracted to produce - printed copies (as per municipal requirements)

5. Timeline

TO BE NEGOTIATED

We confirm that we can accommodate your timeline of a summer 2025 project kickoff with regular meetings and milestones to finish the project in a timely manner.

6. Budget and Payment Terms

The budget for this project will be dependent on the amount of content, including the number of categories, design elements, and pages necessary to create an exceptional handbook. An accurate project estimate can be determined following an initial meeting with the City of Post Falls to discuss these details.

Once a budget is approved, we will collaborate with you to determine payment milestones that will be coordinated with accomplished work.



7. Responsibilities

STUDIO H creative and Birchell Creative Group agree to fill the vendor responsibilities as outlined in the scope of work:

- Municipality: Provide relevant information, review drafts, and approve final versions.
- Vendor: Develop, design, and print (if requested) the handbook in accordance with this SOW.

8. Evaluation and Quality Assurance

STUDIO H creative and Birchell Creative Group reaffirm our commitment of the following as outlined above, including:

- Conduct a final review for accuracy and completeness.
- Ensure adherence to municipal standards and accessibility requirements.
- Gather feedback post-publication for future improvements.



IN PARTNERSHIP WITH

birchellcreative
G R O U P

SUBMITTED TO:

Shelly Enderud

City Administrator

208-773-3511

senderud@postfalls.gov

CITY OF POST FALLS

Municipal Citizen Handbook Publication



Project Overview

To develop a Municipal Citizen Handbook that is visually appealing and easy to navigate. It will allow the citizens of Post Falls to quickly locate a wide variety of information applicable to their service needs as provided by the City of Post Falls. The handbook will provide appropriate written information along with infographics and iconography to improve its ease of use. This handbook will be created as an digital/online tool for residents to access, but may also be produced in printed form by the city, if desired.

Estimate

Municipal Citizen Handbook	
DESCRIPTION	AMOUNT
• Creative Direction • Conduct four interviews with department heads • Review and prioritize interview information • Create video outline for discussion and approval • Copywriting based on the approved outline • Strategy and development of infographic and iconographic elements • Create initial design of handbook / mood board • Once approved, layout of handbook (up to 40 pages, additional cost per page above this page count) • Design illustrations, infographics, iconographics • Includes two rounds of edits	\$20,000
• Expansion of above project, up to 100 pages, including copy editing and design	\$38,000

Agreement

Payment shall be made as follows:

- 1. **A FIRST INSTALLMENT** of 50% of estimate total is due before work begins.
- 2. **FINAL PAYMENT** of remaining balance due upon completion.

Your signature below indicates acceptance of this proposal.

CLIENT SIGNATURE

Print Name	Date

Signature of Client

City of Post Falls
Company Name

Welcome to the City of

POST FALLS

RESIDENT HANDBOOK AND SERVICES GUIDE

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CITY OF *Post Falls* IDAHO

Post Falls is a welcoming community to live, work, and play. Its close proximity to numerous lakes, rivers, and mountains provides a highly desirable quality of life. Covering an area of 19.2 square miles, Post Falls is home to just over 47,000 residents.

Post Falls has a Mayor-Council form of government consisting of six at-large Council members and a Mayor. Councilors are elected to a specific council seat and serve four-year terms. The Council elects a President from among its members. The Council President may stand in for the mayor as necessary.

The Council is the legislative and judicial arm of Post Falls' City government; enacting ordinances and resolutions. This body confirms the Mayor's appointments of City officials including department heads, and the City Administrator, as well as commission members. The Council approves the City's annual budget.

OUR VISION

Creating a welcoming, sustainable, and dynamic community

OUR MISSION

Building Community

OUR VALUES

Integrity

Accountability

Service

Innovation

Kindness

Mayor's Message



City Council

The City Council is an elected body whose primary function is to establish policy direction and make legislative decisions.

Post Falls City Council meetings are held the 1st and 3rd Tuesday of each month at 6pm in the City Council Chambers at City Hall, 408 N. Spokane Street.

On the 3rd Tuesday of each month there is a 5pm Council Workshop (untelevised). Meetings are broadcast live on the City's YouTube channel and are available as video on demand.



Samantha Steigleder
Seat 1



Josh Walker
Seat 2



Joe Malloy
Council President
Seat 3



Nathan Ziegler
Seat 4



Randy Westlund
Seat 5



Kenny Shove
Seat 6

Commissions

The City of Post Falls has several commissions dedicated to enhancing various aspects of community life. Each commission plays a vital role in shaping the future of Post Falls by providing valuable insights and recommendations to the City Council, ensuring that the community's needs and aspirations are met.



Planning & Zoning Commission

Advises on comprehensive planning, land use, zoning, and development issues.

Meets the second Tuesday of each month at 5:30pm.



Parks & Recreation Commission

Oversees the development and maintenance of parks and recreational facilities.

Meets the fourth Tuesday of each month at 6pm.



Urban Renewal Agency

Promotes development and redevelopment efforts in an undervalued portion of the City of Post Falls.

Meets the third Thursday of each month at 9am.



Urban Forestry Sub-Committee

Focuses on the preservation, planting, and maintenance of trees within the city.

Meets the third Thursday of each month at 5pm.

Volunteer

SERVE ON A COMMISSION

If you are interested in being considered for service on a Commission, please fill out the the City Boards and Commissions Application on the City's website or the City Clerk's Office.



Participating **IN GOVERNMENT**

The City of Post Falls encourages community involvement and strives to keep residents informed. Citizens can join volunteer advisory boards, assist with city events, and share their feedback with the Mayor, Council, and staff on current issues or concerns.

Stay updated on the latest news and developments through our Notify Me portal on the city website at www.postfalls.gov.

- Emergency Alerts
- Jobs
- PSA's & Press Releases
- Bids & Proposals
- Meeting Notices
- Special Events

New Resident INFORMATION

Welcome to Post Falls! We're glad you're here. As a new resident, there are a few things to take care of now that you're part of our community. We hope this guide provides useful phone numbers and important information to help you settle in. If you have any questions, feel free to reach out to the City of Post Falls at 208-773-3511.

POST FALLS SERVICES -

Water/Sewer/Garbage

New residents must register for new utility service. There is a \$10 account set up fee as well as a \$50 deposit for new accounts.

City of Post Falls bills are mailed out on the last day of the month and due the 20th of each month.

Utility payments can be made in person at City Hall, online or by phone. There are two City Utility drop boxes located at City Hall for payments after hours. Paperless billing and auto-pay options are also available.

Water Districts

City of Post Falls 208-773-4504

East Greenacres 208-773-7579

Ross Point 208-773-1120

Electricity:

Avista Utilities 800-227-9187

Kootenai Electric Cooperative 208-765-1200

Gas:

Avista Utilities 800-227-9187

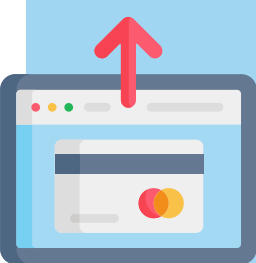
Internet and Cable:

Spectrum 855-707-7328

Ziplay Fiber 866-699-4759

TDS 888-233-0001

Intermax 208-618-6677



Sign up for eBill
Pay Your Bill Online & View Account History

- Safe and secure
- Fast and easy
- Save on postage
- Convenient 24/7 access

SIGN UP TODAY
<https://postfalls.billingdoc.net>





POLICE DEPARTMENT

The Post Falls Police Department is dedicated to ensuring the safety and security of the community through proactive policing, community engagement, and a commitment to excellence in law enforcement. Serving the City of Post Falls, the department operates with a mission of partnering with our community to maintain a safe and secure city while providing public safety. The core values of the Post Falls Police Department are Professionalism, Pride, Dedication, and Fairness.

SERVICES

- Animal Safety
- Bicycle License Registration
- Block Watch Program
- Chaplains
- Community Service
- Department Services
- Dispatch 911
- Honor Guard
- Investigations
- K9-Police Dogs for Patrol & Detection
- Patrol & Traffic
- School Resource Officers
- Special Response Team (SRT)
- Vacation Check
- Victim Services Unit
- Volunteers in Police Service (VPS)

UNWANTED PRESCRIPTION MEDICATION DROP BOX

A permanent drop box for unwanted medications is located in the lobby of the Police Department and is accessible 24 hours a day, 7-days a week.

CONTACT INFORMATION

Emergencies Call 911

Non-emergencies: 208-773-3517

Address: 1717 E. Polston Ave., Post Falls, ID 83854

The Post Falls Police Department remains dedicated to serving and protecting the community, ensuring that Post Falls continues to be a safe and welcoming place for all its residents.





COMMUNITY DEVELOPMENT

Community Development is tasked with guiding the growth and development of our city through comprehensive planning, zoning, and community engagement.

We work collaboratively with residents, businesses, and developers to ensure that new developments align with the city's long-term vision and meet the needs of our community. Community Development is responsible for land use planning, economic development, housing initiatives, and environmental stewardship.

By balancing growth with quality of life, we aim to create a community that is safe, attractive, and prosperous for all residents.

Doing Business Online

The Community Development Online Portal allows for customers to access service information and conveniently apply online for:

- Business Licensing
- Hydrant Use Permit
- Planning Applications
- Construction Improvement Agreement
- Building Permits



<https://postfallsid.portal.opengov.com/>

PLANNING

The Planning Division strives to enhance the livability of the City of Post Falls by working with citizens, business owners and the development community on land use management, the environment and economy, and public and private property development.

BUILDING

The Building Division ensures that all construction within city limits adheres to codes designed to protect public health, safety, and general welfare. The building team reviews plans and performs inspections for both commercial and residential projects.

ENGINEERING

The Engineering Division provides guidance and support for the implementation of planning, design, construction management and tracking of Public Works facilities needed to maintain existing systems and to facilitate growth that is efficient, safe and cost effective, for the citizens and guests of Post Falls.



WATER

There are over one hundred-fifteen (115) miles of water lines in the City of Post Falls. Two other water districts also provide water to the area in addition to the City. The source of the water provided by the City is from eight (8) wells, all drawing from the Rathdrum Prairie Aquifer. These wells are capable of producing over 21 million gallons per day. Storage capacity is currently at 6.25 million gallons which can be supplied to City customers even if there is no power available. The City also has 4 emergency connections with other water districts.

The City system has seven thousand (7000) residential and commercial water meters. These meters are read on a monthly basis with a vehicle radio read system. Average operating system water pressure is sixty-five to seventy-five (65-75) pounds; customers further north in the system will have lower water pressure while customers further south will have higher pressures.

If you are experiencing a water or sewer issue please call Public Works at 208-777-9857 Monday through Friday during normal business hours, 7AM to 4PM to report the issue. After hours and weekends the problems can be reported through the Post Falls Police non-emergency number 208-773-3517.

WASTEWATER

The City of Post Falls maintains a Collection System to transport wastewater to the Water Reclamation Facility which consists of 32 lift stations and over 165 miles of pipelines. Wastewater flows by gravity from homes and businesses into the lift stations (also called pump stations) where it is pumped either to the next station or to the Water Reclamation Facility itself.

STORMWATER

The Stormwater Division is dedicated to maintaining swales in the right-of-way of unimproved areas. Our team ensures these areas are regularly sprayed to control weed growth and kept mowed. Additionally, we are responsible for maintaining dry wells and the stormwater piping system throughout the city.

ANNUAL FALL CHLORINATION

The City of Post Falls is committed to providing safe, reliable drinking water to every system user. The Water Division conducts routine fall chlorination of the distribution system as a means of protecting the water system and our users. The City will begin the fall chlorination program sometime in the fall with the goal to maintain chlorine residuals above .25ppm for 30 days. The timing of this is dependent on when we start to see a reduction in our pumping demands.



SNOW MANAGEMENT

Snow operations in our city are a collaborative effort involving various departments and personnel. Our dedicated team works together to maintain safe and accessible roads during winter weather conditions. By coordinating efforts across departments, we efficiently clear snow and ice from city streets to ensure safe travel for residents and emergency services.

We utilize a combination of plowing, sanding, and de-icing to manage snow and ice accumulation. By prioritizing main roads and emergency routes, we strive to minimize disruptions and keep our community moving. Our goal is to provide prompt and effective snow removal services to ensure the safety and well-being of all residents during the winter months.

PRIORITY OPERATIONS

City Streets and Roadways are the responsibility of the City of Post Falls Streets Department. They are cleared in the following order:

- Priority 1 Routes
- Priority 2 Routes
- Residential Streets

KNOW YOUR SNOW RESPONSIBILITY

Clearing snow is a mutual project between the City of Post Falls and our residents. Knowing your snow responsibility for clearing or removing snow will make for a safe winter season for all of Post Falls.

SIDEWALKS

It is the responsibility of the property owner to clear their driveway and sidewalk bordering their property. Snow from sidewalks and driveways cannot be placed in the streets per City Code.

PARKING

It is recommended that vehicles be parked off of the street during a snow event. If your vehicle is plowed in, it is the vehicle owners responsibility to clear the snow.

BASKETBALL HOOPS

Basketball hoops that are in the street or that hang over into the street must be moved to avoid disrupting plow operations.

MAILBOXES

Mailboxes are the responsibility of the person(s) that receive mail at that location. Contact USPS for recommendations on what needs to be cleared.

FOLLOW US



Follow the City on X (Twitter) @PFSnowPlow for most recent status updates. We also share these updates on Facebook and the City's website, postfalls.gov.



STREET MAINTENANCE

The City of Post Falls maintains a majority of streets within Post Falls city limits, however several major thoroughfares are maintained by the Post Falls Highway District and the Idaho Transportation Department (ITD).

STREETS, SIDEWALKS & LIGHTS

The Streets Division is responsible for maintaining over 200 miles of road.

Street maintenance includes:

- Pothole management
- Road resurfacing
- Signs and pavement markings
- Street light management
- Street sweeping
- Snow and ice maintenance

CHIP SEAL PROGRAM

The Chip Sealing Program in Post Falls is designed to extend the lifespan of roads and improve their overall condition. This process involves applying a layer of asphalt binder followed by a layer of small gravel chips, which creates a durable surface that protects against weather damage and wear from traffic.

The program aims to enhance road safety, reduce maintenance costs, and provide a smoother driving experience. Residents can expect to see notifications prior to chip sealing work in their neighborhoods, and we appreciate their patience during the process as we work to maintain and improve our road infrastructure.

STREET SWEEPING

Street sweeping in Post Falls is conducted weekly spring to fall to keep our roads clean and free of debris. This helps maintain a tidy and pleasant community while also improving road safety.

HOW YOU CAN HELP:

- Avoid parking on the street whenever possible
- Remove garbage container from the road at the end of your collection day
- Do not rake leaves and other debris into the roadway

Your cooperation ensures effective street sweeping and contributes to a cleaner environment for all residents.

ADOPT-A-STREET PROGRAM

Adopt-A-Street is a roadside litter pick-up program in where volunteers pick up litter throughout our city. We have families, community groups as well as private businesses and industry who contribute their efforts to help keep our community clean.

Your group can select the street segment of your choice. Street segments are typically one mile in length and marked with an Adopt-A-Street sign with your group's name on it. Groups are asked to pick up litter at least four times a year.

Anyone interested in helping to make Post Falls a more beautiful place by adopting a street of their own, contact us at 208-773-1722 or streetinfo@postfalls.gov.

Parks & Recreation



PARKS

Post Falls Parks & Recreation manages over 900 acres of parkland and natural open spaces, featuring more than 36 city parks. Our parks offer a variety of amenities, including pavilions, gardens, and expansive green spaces ideal for hosting group events and gatherings.

For a detailed look at our parks and trails, including available amenities, please visit our website at www.postfalls.gov and navigate to the Parks & Recreation section.

To host activities such as family gatherings, company picnics, or sports events, prior approval and a reservation permit are required. Visit our website for more information on how to reserve park facilities and to learn more about our offerings.

TREE CITY USA

Post Falls has been recognized as a Tree City USA for over 20 years. The city first received the designation in 2002.

Urban forestry plays a vital role in enhancing the quality of life in Post Falls. It contributes to environmental sustainability by improving air and water quality, reducing heat, and providing habitat for wildlife. Trees also enhance the aesthetic appeal of our community, increase property values, and promote physical and mental well-being. By fostering a healthy urban forest, Post Falls is committed to creating a greener, more vibrant environment for residents and future generations.

RECREATION

Our Recreation program has over 8,000 participants that spend over 189,000 hours engaged in activities each year! We offer a variety of recreation opportunities including:

- Youth & Adult Sports
- Special Events
- Outdoor Activities
- Camps

Visit the website for a full list of activities & programs.

WATER RECREATION

Post Falls has 3.5 miles of river frontage, 21,000 square feet of beach area, whitewater access and an amphitheater overlooking the river.



Q'emiln Park Parking

Residents that live within the city limit boundaries of Post Falls receive one free parking pass per household each beach season. Parking passes may be picked up at Post Falls City Hall's Recreation office during business hours. You must show your current address with a valid ID or city utility bill.

Annual COMMUNITY EVENTS

Post Falls is home to a variety of community-wide events throughout the year. Stay updated on these happenings through our City website and social media channels. Here's a glimpse of the exciting events you can look forward to!



Easter Egg Hunt
March/April



River City Market & Music
July/August



Fishing Derby
June



Post Falls Triathlon
1st Sunday in August



Movies in the Park
Summer



Shoes & Brews 5K
1st Saturday in October



Post Falls Festival
2nd Weekend in July



Winterfest
1st Friday in December

Other DATES TO REMEMBER



Christmas Tree Pickup
Late January



Splash Pads Open
Memorial-Labor Day Weekend



Spring Clean Up
4th Saturday in April



Q'emiln Park Beach Opens
mid/late June



Community Recycle Day
4th Saturday in April



Fall Clean Up
4th Saturday in October



Memorial Day Ceremony
Evergreen Cemetery



Water Chlorination
October/November



Get Involved!



Are you eager to make a positive impact in our community? We're always on the lookout for enthusiastic volunteers and generous sponsors to support our special events and youth sports programs. Join us in making a difference. Email recreation@postfalls.gov for more information.



Who to Call in Post Falls

Use these phone numbers to contact the City of Post Falls department or local agency you need to reach. For emergencies that require immediate attention, please call 911. To report a concern online, please visit www.postfalls.gov/contact-2/



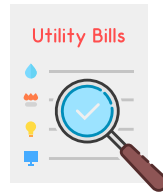
Business License
208-773-8707

Inspections
208-457-3334



City Hall
208-773-3511

Utility Billing
208-777-4504

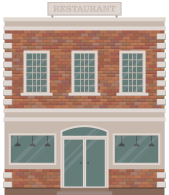


Police Department (Non-Emergency)
208-773-3517

Kootenai County Fire & Rescue (Non-Emergency)
208-777-8500



Post Falls Chamber
208-773-5016



Post Office
208-777-4073



School District
208-773-1685



Library
208-773-1506

Parks & Recreation
208-773-0539



Report a street light out
208-773-1722

Stormwater Concerns
208-773-1438



Trash/Recycling
208-457-1820



Utility Setup

Trash/Sewer
City of Post Falls: 208-777-4504

Water
City of Post Falls: 208-777-4504
East Greenacres: 208-773-7579
Ross Point: 208-773-1120

Electricity:

Avista Utilities 800-227-9187
Kootenai Electric Cooperative 208-765-1200

Gas:

Avista Utilities 800-227-9187

Internet and Cable:

Spectrum 855-707-7328 TDS 888-233-0001
Zipty Fiber 866-699-4759 Internex 208-618-5677

Stay CONNECTED



SOCIAL MEDIA

The City of Post Falls is active on many social media platforms. We utilize these channels to stay connected with residents, businesses and visitors.

CITY OF POST FALLS

- Facebook @cityofpostfalls
- X (Twitter) @cityofpostfalls
- YouTube @CityofPostFallsIdaho

POST FALLS PARKS & RECREATION

- Facebook @PFParksandRec
- Instagram @pfparksandrec

POST FALLS POLICE

- Facebook @PFPD2024
- Instagram @postfallspolice

NOTIFY ME

Stay up-to-date with general news and information by subscribing to Notify Me email and text notifications via our website's Notify Me® feature.

Subscribers can register to receive **emergency alerts** and other notifications via phone calls, text messages, and/or email.

By signing up, you can receive automatic notifications for:

- Meeting Agendas
- Bid Postings
- Calendar Events
- News Flash notifications
- City Job Postings

Subscribe online at www.postfalls.gov



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 6/17/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Memorandum of Understanding with East Greenacres Irrigation District for Guy Road Lift Station Decommissioning and Fisher Gravity Sewer Project

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval of a Memorandum of Understanding with East Greenacres regarding responsibilities on the Guy Road Lift Station Decommissioning and Fisher Gravity Sewer Project. Council approval will authorize the Mayor to sign the Memorandum.

DISCUSSION:

In October 2024, the City Council authorized design work toward the decommissioning of Guy Road lift station and Fisher Ave. gravity sewer line. East Greenacres Irrigation District (EGID), which is a separate entity from the City, owns and operates the water system in this area and has existing pipelines within our project area. There is a contract between EGID and the City which outlines responsibilities when a construction project by one entity affects the infrastructure of the other.

The entity initiating construction (in this case, the City) is responsible to reimburse the other entity for any work necessary to protect their infrastructure during the project. Therefore, the City must reimburse EGID for work necessary to protect their existing waterlines. Because the waterlines are made of asbestos-concrete material, the industry practice is to remove the pipelines because it is often less expensive than trying to support them when installing other infrastructure underneath the lines. There is also significantly less risk of a waterline break with this practice.

The city's design consultant and EGID have identified the need to protect an existing asbestos concrete water transmission line operated by EGID, located within the City's project limits. Should additional protection work of EGID water infrastructure be required within the project limits, such work will be identified and addressed through the remaining design phase of the project. Protection work performed by EGID will be reimbursed by the City.

EGID, at their own cost, will have the opportunity to update elements of their infrastructure in the project area that is not affected by the City's work.

Upon completion of design work, both EGID and the City will review the project plans and provide approval before moving forward with construction.

Public Works staff will provide a short presentation on this agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Engineering and Design Services Agreement for the Guy Road Lift Station Decommissioning and Fisher Gravity Sewer Project – October 1, 2024

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work will be from the Fisher Lift Station Upgrade capital project budget. The estimated cost for each component of work will be reviewed prior to construction. No new project costs are associated with this MOU; it simply outlines how those costs will be paid and how the work will be managed.

BUDGET CODE:

652-463.3232.95520

ATTACHMENTS:

1. MOU - EGID and Post Falls - Guy Rd Decommission and Fisher Grav Sewer -
2. 1991 Agreement Bureau of Reclamation _City of Post Falls Crossing
3. Powerpoint Presentation June 2025 Guy Road Decommissioning - MOU with EGID

Memorandum of Agreement
Between
East Greenacres Irrigation District
and the City of Post Falls

This Memorandum of Agreement (MOA) is made and entered into this _____ day of _____, 2025 by and between East Greenacres Irrigation District, an Idaho irrigation district located in Kootenai County, Idaho (“District”), and the City of Post Falls, a municipal corporation located in Kootenai County, Idaho (“City”).

Recitals

1. The City and the United States, through the Bureau of Reclamation, entered into an Agreement for Reciprocal Crossing Rights and Relocation of Certain Facilities on August 13, 1991, setting forth the respective rights and responsibilities of the parties thereto, Contract No. 1-07-10-L1057 (“the Crossing Agreement”).
2. The District is under contractual obligation to the United States to operate and maintain the Reclamation facilities referenced in the Crossing Agreement that lie within the District’s boundaries.
3. The City has proposed to construct one (1) gravity sewer pipe ranging from eighteen (18) inch to twenty four (24) inch along Fisher Ave., which will cross under water lines operated and maintained by the District (“the Project”).
4. The Project makes it necessary for the District to perform work (“Protection Work”) to protect its existing infrastructure located in the vicinity of the Project.
5. Consistent with the Crossing Agreement, the City has provided written notice to the District prior to construction of the Project.
6. The District may desire to perform additional work (“Additional District Work”) not caused by the Project in advance of and/or in conjunction with the Project and in the same location.
7. The District and the City desire to set forth their understanding and agreement regarding the Project through this MOA, consistent with the Crossing Agreement.

Understandings and Responsibilities

- A. Submittal and Approval of Plans. Prior to construction of the Project, the Protection Work, and Additional District Work, the entity performing each project shall provide the other with a location map showing the work and plans for the facilities proposed to be constructed. The other entity shall review the plans for approval, which approval shall not be unreasonably withheld, A copy of the location maps and approved plans shall be appended to this agreement upon approval by the other entity.

- B. Work to Protect District Infrastructure. The District will be solely responsible for the design, construction, and inspection of all Protection Work necessary to protect its infrastructure from the effects of the Project.
- C. Reimbursement of Expenses to the District. Consistent with Article 14 of the Crossing Agreement, the City shall reimburse the District for its costs and expense to complete Protection Work to protect the Reclamation facilities affected by the Project. Consistent with Article 17 of the Crossing Agreement, the District shall submit a statement of the actual costs and expense of the work, including but not limited to all construction and engineering incurred by the District, and the City shall promptly pay the District no later than thirty (30) days after receipt of such statement.
- D. Costs not related to the Project. The District will pay all costs and expenses associated with Additional District Work. The District will secure the necessary traffic control plans required by the City of Post Falls to perform work in the City right of way.
- E. Applicable Provisions of Crossing Agreement. All other applicable provisions of the Crossing Agreement shall apply to the Project as if set forth fully herein.

Term and Termination

- A. Effective Date. This MOU becomes effective upon signature by authorized representatives of both parties.
- B. Amendments. This MOU may be amended by mutual agreement in writing.
- C. Termination. Either party may terminate this MOU with 30 days written notice, provided all outstanding financial obligations are settled.

Liability and Indemnification

- A. Each party shall be responsible for its actions and liabilities. Nothing in this MOU shall be construed to create additional liability or indemnification obligations.
- B. In case of a liability claim, each party shall defend its interests.

Limitations

Nothing in this MOU shall be construed to create an employment relationship, joint venture, or partnership between the parties. Each party shall remain responsible for its liabilities and obligations.

Dispute Resolution

If a dispute arises under this MOU, the parties agree to engage in good-faith negotiations to resolve the issue. If negotiation cannot achieve resolution, the parties may pursue mediation or other mutually agreed dispute resolution methods.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: May ____, 2025

EAST GREENACRES IRRIGATION DISTRICT

SIGNATURE, TITLE

Date: May ____, 2025

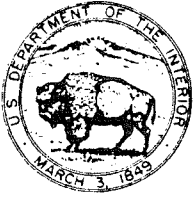
State of Idaho)
 : ss
County of _____)

On this _____ day of May, 2025 before me, a notary for the State of Idaho, personally appeared _____ who, being by me first duly sworn, declared that they are a _____ of _____ East Greenacres Irrigation District _____ that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

Notary Public for the State of Idaho
Residing at: _____

My Commission Expires: _____



IN REPLY
REFER TO:
PN 427

File: Post Falls City

United States Department of the Interior

BUREAU OF RECLAMATION
PACIFIC NORTHWEST REGION
FEDERAL BUILDING & U.S. COURTHOUSE
BOX 043-550 WEST FORT STREET
BOISE, IDAHO 83724-0043



AUG 15 1991

Ms. Hazel M. Day
Department of Public Works
City of Post Falls
PO Box 789
Post Falls ID 83854-0789

Subject: Agreement Between the Bureau of Reclamation and the City of Post Falls, Idaho, for Reciprocal Crossings Rights and Relocation of Certain Facilities - Contract No. 1-07-10-L1057 (Crossing Agreement)

Dear Ms. Day:

The subject agreement between the Bureau of Reclamation and the City of Post Falls has been fully executed to provide for reciprocal crossing rights and relocation of certain facilities when necessitated by our respective project operations. We appreciate the City's participation in this agreement. One copy of the signed agreement is enclosed for your records.

As provided in article 11, when either of our project operations require a crossing or relocation of the other party's facilities, the party initiating the action should submit plans for the proposed construction to the other party for approval prior to commencing construction. If you have any questions concerning the terms of this agreement, please contact Nancy Vinsonhaler at 334-1158.

Sincerely,

Regional Supervisor of
Water, Power, and Lands

Enclosure

cc: East Greenacres Irrigation District
2650 McGuire Road
Post Falls ID 83854-8403
(w/enclosure)

Post Falls Irrigation District
PO Box 121
Post Falls ID 83854-0121
(w/enclosure)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rathdrum Prairie Project, Idaho

AGREEMENT WITH
THE CITY OF POST FALLS, IDAHO
FOR RECIPROCAL CROSSINGS RIGHTS
and
RELOCATION OF CERTAIN FACILITIES

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rathdrum Prairie Project, Idaho

AGREEMENT WITH THE CITY OF POST FALLS, IDAHO
FOR RECIPROCAL CROSSING RIGHTS AND RELOCATION OF CERTAIN FACILITIES

THIS CONTRACT, made this 13th day of August, 1991, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting solely through the Bureau of Reclamation, Department of the Interior, represented by the official of the Pacific Northwest Region, Bureau of Reclamation, executing this contract, hereinafter referred to as the Contracting Officer, acting pursuant to the Act of June 17, 1902, (32 Stat. 388) and all acts amendatory thereof or supplementary thereto, all such acts being commonly known and referred to as the Federal Reclamation Laws, and the CITY OF POST FALLS, IDAHO, a body politic, hereinafter referred to as the City, acting by and through its City Council, represented by the official executing this contract;

WITNESSETH, THAT:

2. WHEREAS, the United States in connection with the Rathdrum Prairie Project, Idaho, (hereinafter referred to as Project) has constructed certain power, communication, and irrigation facilities for which the United States has acquired or will acquire certain land and land rights in Kootenai County, Idaho, including rights-of-way under the Act of Congress of August 30, 1890, (26 Stat. 391) or other Acts of Congress, and in the future may desire to construct additional facilities or appurtenances across certain right of way owned by the City; and
3. WHEREAS, the City has a network of public facilities, including roads, sewer systems, and water lines located adjacent to and within the area of said Project and in the future may desire to construct additional facilities or appurtenances across certain right of way owned by the United States; and
4. WHEREAS, the activities of each party in and adjacent to this project area may require the construction, operation and maintenance of facilities across land interests of the other party; and
5. WHEREAS, the construction, installation, maintenance or operation of such crossings may require the granting party to remove, alter, reconstruct, rearrange, or otherwise protect its facilities on its right of way at the points of crossing; and

6. WHEREAS, because of the activities of each party, it may become necessary to relocate in whole or in part certain facilities of the other party which conflict or interfere with said activities; and

7. WHEREAS, the parties hereto desire to enter into an agreement to provide for mutual crossings rights to avoid the burden of negotiating separate contracts for each such relocation or crossing.

NOW, THEREFORE, in consideration of the grants and agreements herein contained, the parties hereto grant and agree as follows:

DEFINITIONS

8. The following terms wherever used in this contract shall have the following respective meanings:

"Reclamation facility" shall mean any transmission line, communication structure, substation, switchyard, powerplant, stream gaging station, pipeline, drain, ditch, canal, lateral, sublateral, wasteway, siphon, or other waterway or water conduit, and any road required in connection with the construction or operation of such facilities, built or to be built within the City of Post Falls, Idaho.

"Right-of-Way" shall mean any lands the United States has or may hereafter obtain an interest in, pursuant to the Federal Reclamation Laws, including those rights-of-way reserved to the United States under the Act of August 30, 1890, (Stat. 391); or any lands the City has or may hereafter obtain an interest in.

"Irrigation District" shall mean that particular irrigation district under contractual obligation with the United States to operate and maintain the Reclamation facility to be crossed by the City facilities pursuant to the terms of this agreement.

"Public Facilities" shall mean any roadway, sewer system, water line, or other appurtenant facility built or to be built in connection with the public system of the City, including any right of way designated by the City as the site for its public facilities.

"Relocation" shall mean the removal of a facility from land or rights of way owned by a party to this contract and the reinstallation or reconstruction of such facility upon new land or rights of way.

RIGHTS GRANTED TO THE CITY

9. The United States hereby grants to the City subject to the provisions of this contract, a perpetual right to construct, reconstruct, operate and maintain City public facilities upon or across any Reclamation facility and appurtenant right-of-way within the Project area.

(a) Exercise of the rights in each instance shall require the prior approval of the United States and the Irrigation District, and shall be effective upon the date of approval of the City's application made under the provisions of Article 11 hereof.

(b) In any instance where the grant herein made is with respect to land in which the United States does not have fee simple title, the City shall obtain any additional grants or consents from the owners of such other interests in the land as may be necessary to permit full use of the land by the City for its purposes.

RIGHTS GRANTED TO THE UNITED STATES

10. The City hereby grants to the United States, subject to the provisions of this contract, a perpetual right to construct, reconstruct, operate and maintain Reclamation facilities upon or across any City public facility and appurtenant right of way within the City, and hereby ratifies and confirms the reservation under and by virtue of the Act of August 30, 1890, (26 Stat. 391) or other Acts of Congress, of the right-of-way across, along, or under any City public facility on land subject to such right of way.

(a) Exercise of the rights in each instance shall be effective from the date of approval of the application of the United States made under the provisions of Article 11 hereof.

(b) In any instance where the grant herein made is with respect to land in which the City does not have fee simple title, the United States shall obtain any additional grants or consents from the owners of such interest in the land as may be necessary to permit full use of the land by the United States for its purposes.

NOTICE OF EXERCISE OF RIGHTS AND APPROVALS

11. (a) The party desiring to exercise the rights granted under Articles 9 or 10 shall notify the other party in writing prior to the beginning of construction. Such notice shall be given a reasonable time before the rights are to be utilized by the construction of a crossing, and, in the case of the United States, the notice shall be given to the Contracting Officer or to his duly authorized representative, and in the case of the City, to the official executing this agreement, or his duly authorized representative. The notice shall be accompanied by a location map showing the proposed crossing and by plans for the facilities proposed to be constructed.

(b) The party receiving the notice shall promptly initiate action, including insofar as the United States is concerned consultation with the irrigation district, if any, on approval of reasonable plans submitted by the other party. Approval of such plans shall not be unreasonably withheld if such plans provide for a class of construction

equal or superior to the standard of construction used by the approving party itself for similar purposes. Approval of the plans shall be made in writing as follows:

(1) Approval of the United States shall be given by the Contracting Officer or his duly authorized representative.

(2) Approval of the City shall be given by the official executing this agreement, or his duly authorized representative.

COST OF CROSSINGS

12. The party desiring to construct or reconstruct a crossing pursuant to Article 11 hereof, shall be solely responsible for the cost and expense of construction and for the operation and maintenance of all parts of said crossing unless otherwise mutually agreed.

(a) Where a right for the City to cross a Reclamation facility or right-of-way has been approved under the provisions of Article 11, the City shall, at its sole expense, construct and install whatever crossing facilities are required and do whatever work is necessary to effect the crossing in accordance with the plans approved under Article 11.

(b) Where a right for the United States to cross a City public facility has been approved under the provisions of Article 11, the United States shall, at its sole expense, construct and install whatever crossing facilities are required and do whatever work is necessary to effect the crossing in accordance with the plans approved under Article 11.

CONSTRUCTION OF CROSSINGS

13. The parties hereto, in constructing or reconstructing a Reclamation facility or City public facility under a grant pursuant to the provisions of Articles 9 or 10 hereof, shall observe the following conditions:

(a) Neither party shall perform any construction or alteration of its facilities that would adversely interfere with the facility of the other party until the plans therefore have been approved by the other party.

(b) All construction work shall be conducted in a proper and workmanlike manner.

(c) Material removed from a Reclamation facility or City public facility area shall be replaced or renewed so that, upon completion of the crossing, the facility will be restored to a condition that is equal to or superior to the condition that existed prior to such construction work.

(d) The parties hereto shall not in any case or circumstance stop, impede, or interfere with the operation of the facilities of the other party, and in the event that either party constructs or reconstructs any facility authorized pursuant to the provisions of Articles 9 and 10 hereof, the party doing the construction shall provide such adequate temporary detour, ditch, siphon, pipe or other facility as directed and approved by the other party, for the purpose of preserving the operation of said facilities of the other party during the time of the construction.

ALTERATION AND PROTECTION OF FACILITIES

14. In the event either party alters one of its facilities, whether constructed prior to or subsequent to the execution of this contract, thereby making it necessary that the facility of the other party be altered, reconstructed, replaced, relocated or otherwise protected, the party initiating the alteration shall reimburse the other party for its costs and expense to perform such alteration or protection. Unless otherwise mutually agreed to between the parties hereto, the party owning the facility needing alteration or protection will perform such work, herein referred to as protection work, and will be reimbursed for the cost and expense thereof by the other party as hereinafter provided. The protection work will be performed in accordance with plans, specifications, and estimates of costs and expenses furnished by the party doing the work and approved by the other party. Estimates of costs and expenses shall include costs and expenses incurred preliminary to completion of the plans and specifications and necessarily connected with their preparation.

RELOCATION OF RECLAMATION FACILITIES

15. Whenever the construction or operation and maintenance of a City public facility necessitates the relocation of a Reclamation facility, the United States will with reasonable dispatch, upon the request of the City relocate such facility on land or rights of way to be selected and agreed to by the parties hereto. If mutually agreed to by the parties hereto, the City shall perform the relocation of such facilities in a manner to the satisfaction of the United States and the Irrigation District.

(a) The City shall convey or grant to the United States by instrument satisfactory in form and substance to the United States the land or right of way selected for the relocation by the parties hereto and concurrently therewith, the United States shall transfer to the City its interest in and to the property from which its facilities have been removed.

(b) Alternatively, if the parties hereto shall so agree, the United States shall itself acquire directly from the owners thereof the land or right of way selected for the relocation and the cost of such acquisition shall be included as an actual cost of "relocation" work hereinafter provided to be paid to the United States by the City. In such case, upon completion of the relocation and payment to the United States for all

amounts due it hereunder for such relocation, the United States shall transfer to the City its interest in and to the property from which its facilities have been removed.

(c) If the United States or its assigns perform the work of relocation of its facilities, such work shall be performed in accordance with plans, specifications and estimates of costs and expenses furnished by the United States and approved by the City. Estimates of costs and expenses shall include costs and expenses incurred preliminary to completion of the plans and specifications and necessarily connected with their preparation. Upon notice from the City, the United States shall transfer its operations to its relocation facilities as and when any portion thereof is complete and ready for operation and shall vacate the superseded locations of such facilities.

RELOCATION OF CITY FACILITIES

16. Whenever the construction or operation and maintenance of a Reclamation facility necessitates the relocation of a City public facility, the City will with reasonable dispatch, upon the request of the United States relocate such facility on land or rights of way to be selected and agreed to by the parties hereto.

(a) The United States shall convey or grant to the City by instrument satisfactory in form and substance to the City the land or right of way selected for the relocation by the parties hereto and concurrently therewith, the City shall transfer to the United States its interest in and to the property from which its facilities have been removed.

(b) Alternatively, if the parties hereto shall so agree, the City shall itself acquire directly from the owners thereof the land or right of way selected for the relocation and the cost of such acquisition shall be included as an actual cost of "relocation" work hereinafter provided to be paid to the City by the United States. In such case, upon completion of the relocation and payment to the City for all amounts due it hereunder for such relocation, the City shall transfer to the United States its interest in and to the property from which its facilities have been removed.

(c) The City shall perform the work of relocation of its facilities and shall perform such work in accordance with plans, specifications and estimates of costs and expenses furnished by the City and approved by the United States. Estimates of costs and expenses shall include costs and expenses incurred preliminary to completion of the plans and specifications and necessarily connected with their preparation. Upon notice from the United States, the City shall transfer its operations to its relocation facilities as and when any portion thereof is complete and ready for operation and shall vacate the superseded locations of such facilities.

PAYMENT OF RELOCATION AND PROTECTION COSTS AND EXPENSES

17. (a) Whenever the activities of the City require the United States to perform protection work or relocation work of United States facilities under articles 14 and 15, the City shall pay to the United States the actual cost and expense of said "protection" or "relocation" work performed by the United States or its assigns.

(b) Whenever the activities of the United States required the City to perform protection work or relocation work of City facilities under articles 14 and 16, the United States shall pay to the City the actual cost and expense of said "protection" or "relocation" work performed by the City or its assigns.

(c) The actual cost and expense payable shall be such cost and expense as are allocable or chargeable to the work performed in accordance with regularly established practices of the party to be paid. Upon the completion of any protection work or relocation work, the party performing the work shall render to the other party a certified statement of the actual cost and expense of the work, showing the credit, if any, allowed for salvage. In the event a certified statement is submitted covering relocation or protection work at more than one location, items of costs and expense shall be listed separately for each location. Promptly after receipt of the statement, the other party will pay to the first party the cost and expense of the work performed. For audit purposes, each party will make available to the other, upon request, its accounts and records supporting the certified statements rendered.

MAINTENANCE OF FACILITIES

18. The United States and the City shall maintain their respective facilities at their own expense including replacement as the necessity arises, and shall make such repairs as may be necessary to protect existing facilities from possible damage or interference. In this regard, it shall be the duty of the United States and of the City to maintain their respective facilities in such a manner as to be deemed safe and in good repair, consistent with customary management practices. Nothing in this article shall be construed, however, as releasing either party from responsibilities to the other party as contained in this agreement.

ABANDONMENT OF FACILITIES

19. In the event either the United States or the City abandons ^{the} ~~it~~ facilities authorized under the terms of this agreement, that party shall at its sole cost and expense remove the facility and/or restore the area to a condition satisfactory to the other party.

UNITED STATES DOES NOT ASSUME LIABILITY

20. The United States and the Irrigation District shall not be responsible for, nor do they assume liability for, injury or damage to any person or property incident to or that may arise during and in connection with the exercise by the City and its officers, agents, and employees of the privileges granted by this instrument.

CITY DOES NOT ASSUME LIABILITY

21. The City does not, by reason of this contract, or by reason of any grants made pursuant to Article 10, assume any liability for injury or damage to any person or property incident to or that may arise during and in connection with the exercise by the United States and its officers, agents, and employees of the privileges granted by this instrument.

RIGHT TO ENTER ON OTHERS RIGHT OF WAY

22. The United States and the City, and their respective officers, agents, contractors and employees, shall at any and all times have the right to enter upon the rights of way of the other, granted as provided herein, for the purpose of doing anything necessary in connection with the construction, placing, repairing or maintenance of any portion or part of their respective works and facilities, including all structures and crossings which may be built in pursuance of the provisions of this contract.

CONTINGENT ON APPROPRIATIONS

23. The expenditure of any money or the performance of any work by the United States or the City herein provided for, which may require the appropriation or allotment of funds, shall be contingent on such appropriations or allotments being made. The failure to appropriate or allot funds shall not, however, relieve the United States or the City from any obligation theretofore accrued under this contract. No liability shall accrue against the United States or the City in case such funds are not so appropriated or allotted.

CONTRACT TERMINATION

24. This contract may be terminated upon mutual agreement of both parties hereto, provided that a mutual determination has been made concerning the future protection of the existing facilities. Provided further, that such termination shall not affect the completion and payment for any job approved prior to the effective date of said termination.

EXISTING CONTRACTS

25. This contract does not terminate existing contracts that were previously entered into between the parties hereto for crossing rights; however, upon mutual agreement between the parties hereto, this shall not preclude the use of this contract for all future crossing rights that would usually be authorized under those existing contracts.

OFFICIALS NOT TO BENEFIT

26. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties have hereto signed their names the day and year first above written.

UNITED STATES OF AMERICA

By Maif E. Van Den Berg
Regional Supervisor of
Water, Power, and Lands
Bureau of Reclamation
Pacific Northwest Region
Box 043-550 West Fort Street
Boise ID 83724

CITY OF POST FALLS, IDAHO

By James Hammond

Title MAYOR

Address: P.O. BOX 789,

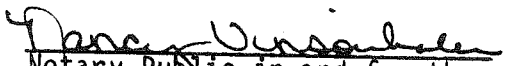
POST FALLS, ID. 83854

STATE OF IDAHO)
 : ss
County of Ada)

On this 13th day of August, 1991,

personally appeared before me Max E. Van Den Berg
to me known to be the official of the UNITED STATES OF AMERICA that executed
the within and foregoing instrument and acknowledged said instrument to be
the free and voluntary act and deed of said United States, for the uses and
purposes therein mentioned, and on oath stated that he was authorized to
execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal as of the day and year first above written.


Notary Public in and for the
State of Idaho
Residing at Boise
My commission expires: 4-1-92

(SEAL)

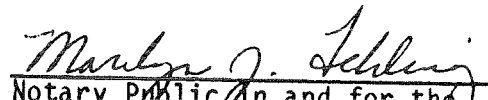
* * * * *

STATE OF IDAHO)
 : ss
County of KOOTENAI)

On this 1 ST day of AUGUST, 1991,

personally appeared before me JAMES C. HAMMOND
to me known to be the official of the CITY OF POST FALLS, IDAHO, that
executed the within and foregoing instrument and acknowledged said
instrument to be the free and voluntary act and deed of said City for the
uses and purposes therein mentioned, and on oath stated that he was
authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal as of the day and year first above written.

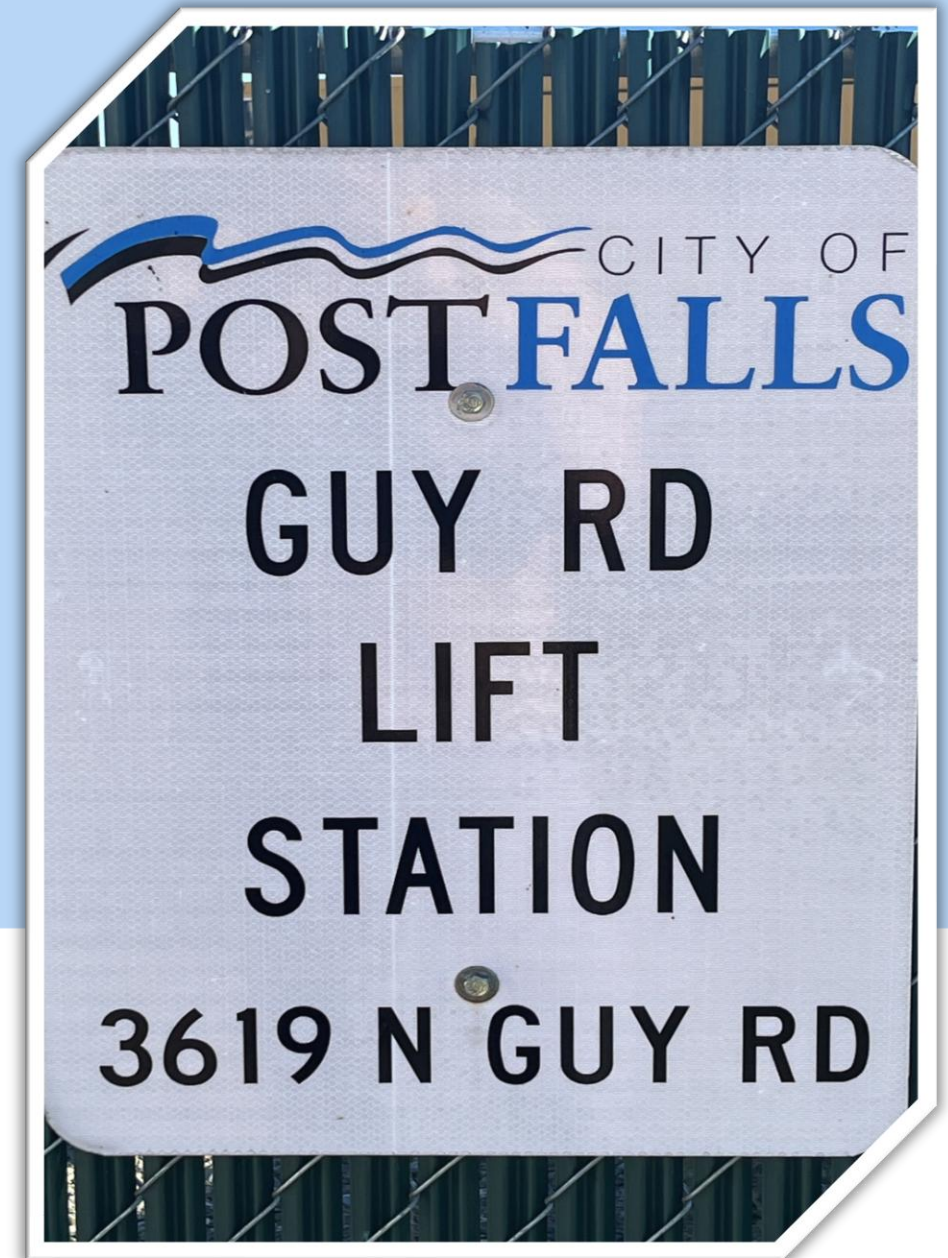

Notary Public in and for the
State of IDAHO
Residing at POST FALLS
My commission expires: LIFE

(SEAL)

Guy Road Lift Station Decommissioning and Fisher Gravity Sewer Project

Memorandum of Understanding with East Green Acres Irrigation District

Jaxon Fleshman
Project Manager, Public Works
June 17, 2025



Project Limits



Project Background

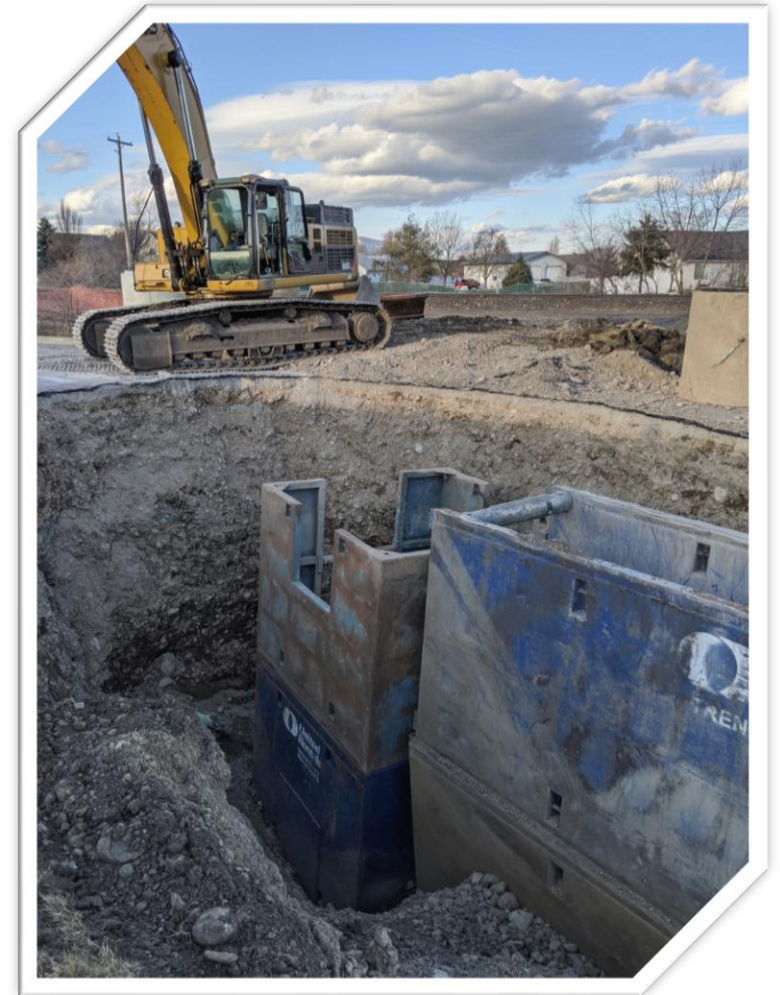
- 2019 Collections System Master Plan
 - Identified improvements to Guy Road lift station
 - Identified a plan to accommodate future flows
- 2021 Prairie and Idaho Sewer Study
 - Proactively plan infrastructure in this specific area
 - Identified phased improvements in the Fisher Sewer Basin (5-10 yrs.)
- 2024 Guy Road Feasibility Study
 - Confirmed the option to decommission Guy Road lift station and construct a deep gravity sewer

Construction Photos – Howell Sewer



MOU with EGID

- Establishes understanding and responsibilities, referencing the 1991 Crossing Agreement
- EGID responsible for the protection of their infrastructure
- Locations of waterline protection work will be identified through design
20-Inch Asbestos Concrete (A.C.) crossing
- The city will reimburse EGID for the protection work as outline in the MOU



Benefits

- Coordination of EGID protection work prior to construction.
- Allows EGID to mitigate impacts to their water distribution system.
- EGID will have the opportunity (at their cost) to update elements of their infrastructure, inside the project limits.
- Decreases the potential for conflicts during the construction of the City's project.

Next Steps

EGID and the City will review the project plans and provide approval prior to construction.

Project timeframe:

Design – Fall 2025

Bidding – Winter 2025

Construction – Spring 2026



Questions?

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chris Gabbert, Deputy City Attorney

SUBJECT: Treaty Rock Right of Way Validation

ITEM AND RECOMMENDED ACTION:

Staff requests that the City Council declare its intent to hold a public hearing to take testimony and consider validation of the alleyway leading to Treaty Rock Park as public right-of-way and direct staff to prepare the same.

MOTION OPTIONS:

- 1) I move to find that questions exist as to the establishment of public right-of-way and direct staff to initiate validation proceedings and prepare a report and survey on the same.
- 2) I move to deny the request to initiate validation proceedings.

DISCUSSION:

There is currently a portion of improved alley (approx. 157 feet long) which serves as the access to Treaty Rock Park off of N. Compton Street and a residential apartment west of the park. The alley connects to existing right-of-way just past the Treaty Rock parking area. The alley is often used as overflow parking from the adjacent commercial tire business and the drive aisle is often impeded by parked vehicles. Code enforcement has received complaints concerning this roadway for years.

The roadway was previously a public right-of-way but was vacated by the City in 1991 (Ordinance No. 293) through a petition by the adjacent landowners. However, when the alley was vacated, neither the City nor the western-most apartment property retained easements to access their respective parcels.

Despite the alleyway being vacated, the public has continued to utilize this roadway for access and the City has swept, plowed and monitored the condition of the roadway in its pavement tracking surveys. Enforcement of parking restrictions on the roadway has been problematic because of the prior vacation.

Idaho law provides that roads which have been used by the public for a period of five years are public roads, if they have been worked and kept up at the expense of the public.

Idaho law allows a city to initiate proceedings through a public hearing to confirm ("validate") the status of a roadway as right-of-way, if it finds that, through omission or defect, questions arise as to the establishment of the right-of-way. Here, because the original vacation proceeding in 1991 left two parcels without access to an established right-of-way a question arises as to the legality of that vacation. Additionally, since that time, the public has continuously used the alleyway for access and the City has expended public funds to maintain the roadway, re-establishing the right-of-way as a public roadway.

In order to remove uncertainty as to the status of this portion of roadway, a validation proceeding is recommended to allow council to consider all information related to the matter and declare whether the roadway is public. In preparing for the hearing, staff recommends that a survey of the right-of way be prepared to assist in the deliberation.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The City has received an informal bid for the potential surveying services in an amount not to exceed \$7,000.00 which will be included in Public Works' current budget.

BUDGET CODE:

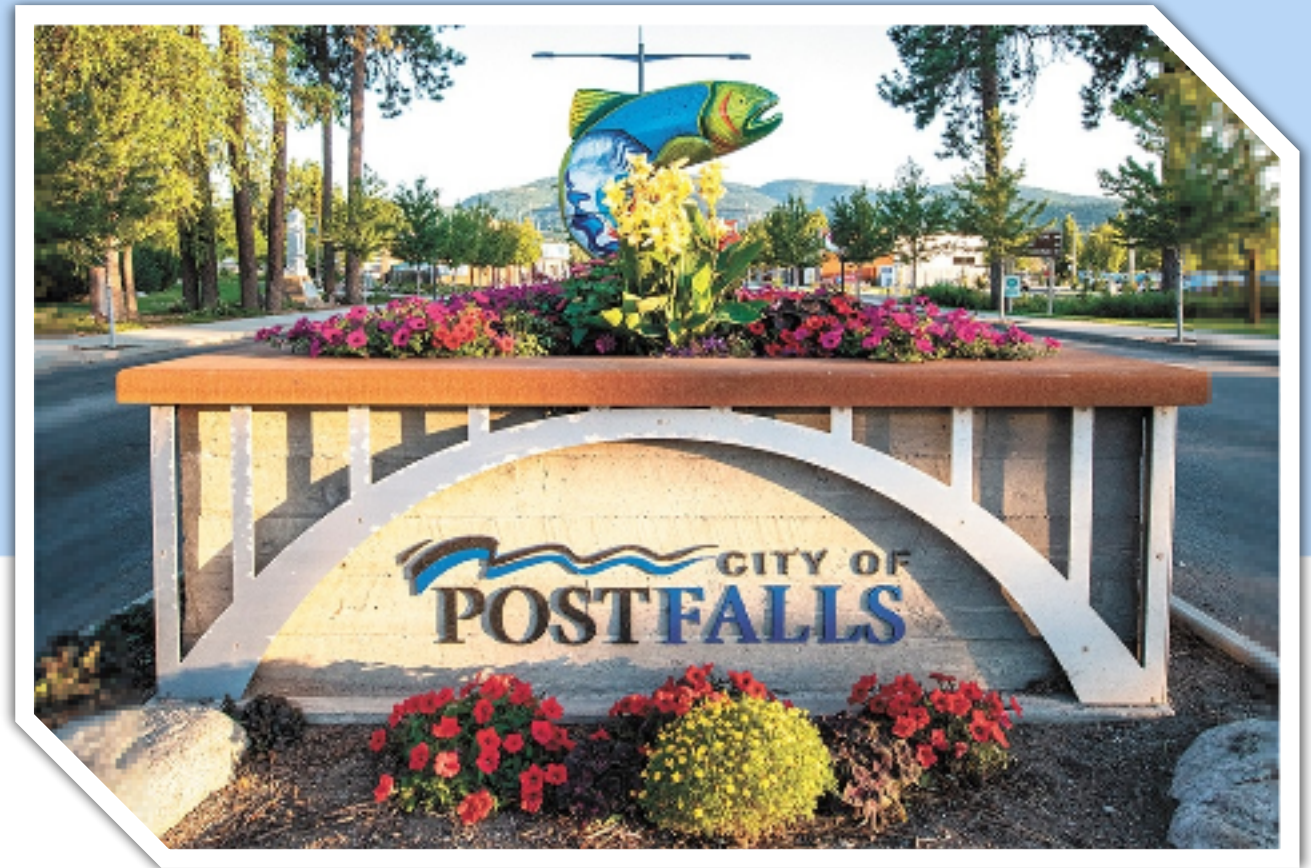
ATTACHMENTS:

1. CC Right of Way Validation Presentation

Treaty Rock Right-Of-Way Validation

Chris Gabbert
Deputy City Attorney

June 17, 2025
City Council Meeting



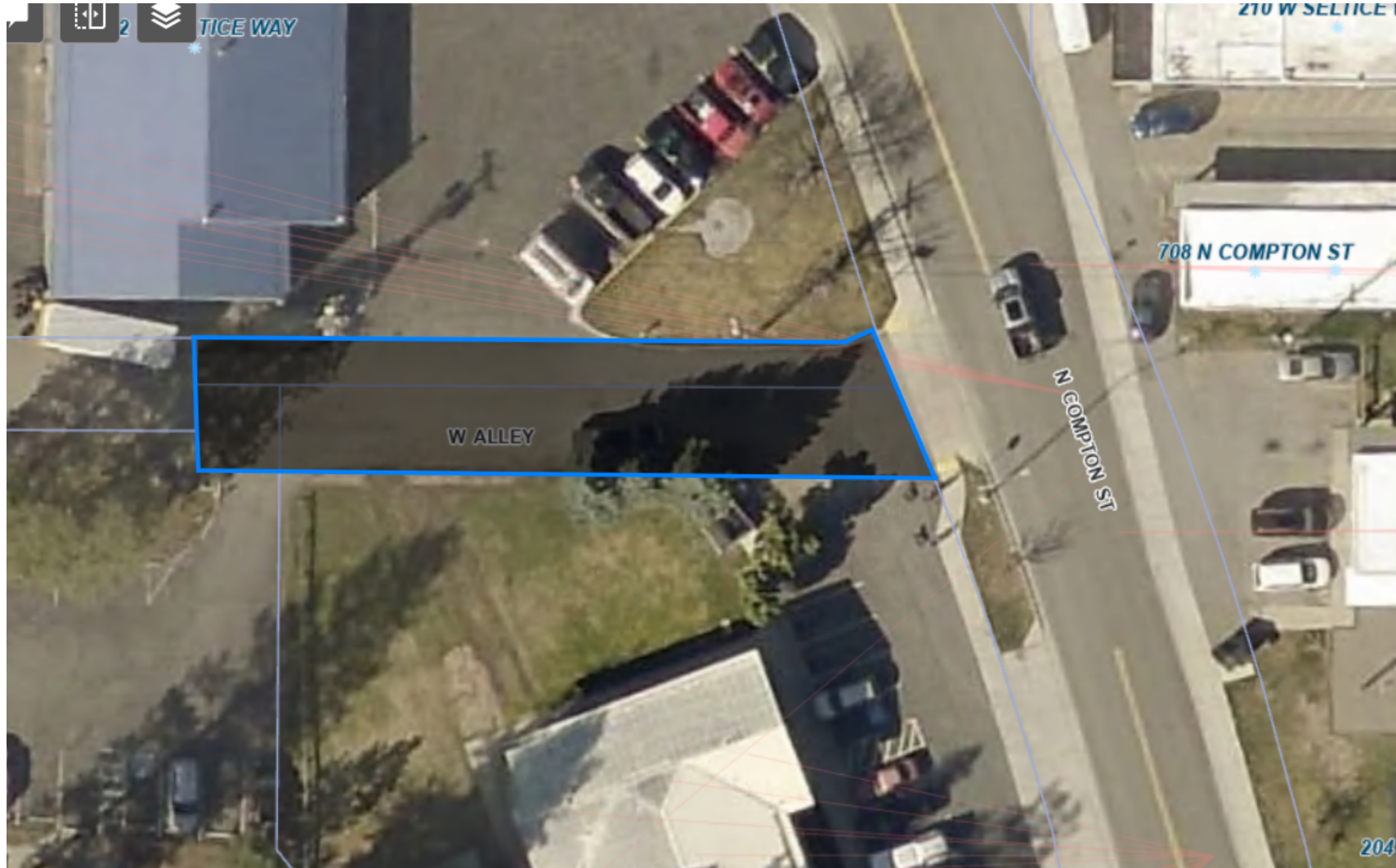
Presentation Outline

- Questions exist as to the legal status of the alleyway providing access to Treaty Rock Park.
- Previously was included as ROW but was vacated in 1991.
- The prior vacation action removed access to two properties.
- Property has been used by public and maintained by City.
- Validation proceeding will confirm public right-of-way status.

Public ROW?

- The current status of the alleyway as private on the easternmost portion and public on the westernmost portion creates confusion as to the use of the roadway, including enforcement and the parking of vehicles in the drive aisle.
- The previous 1991 vacation of a portion of the alleyway removed two parcels existing legal rights of access, including that to Treaty Rock Park.

Public ROW?



Background

- Ordinance No. 293 vacated a portion of the alleyway, leading from the park and the apartment complex to N. Compton Street.
- The vacation returned the ownership of the alleyway to the properties adjacent to the roadway.
- By vacating it, the action removed access to the properties lying west of the vacated alleyway and also left a portion of right—of-way intact.

Background

- The City and the public have continued to utilize this access to the park and to the other parcel.
- The drive aisle is cluttered with vehicles parked on the roadway and creates a hazard for access. Code enforcement has limited ability to respond and the City receives complaints.
- The City has regularly maintained the alleyway and included it in its roadway condition surveys.

Background

- Idaho law provides that when a roadway has been used by the public and worked and kept up at the expense of the public it becomes a public right-of-way.
- Idaho statutes provide a formal mechanism for evaluating the public's rights to a roadway through a "validation proceeding."
- The proceeding requires notice and hearing, public testimony and deliberation.
- Once a decision is issued, an aggrieved party must bring an action in court to challenge within 28 days, or they are barred.

Background

- The process permits the City to have a survey of the right-of-way be prepared to assist in the process and accurately delineate the boundaries of the properties involved.
- The anticipated cost of a survey is under \$7,000.00 and will be paid through Public Works.
- Public Works has requested that the survey be prepared in this process.

Background



Recommendation

- Validation will formally recognize or refute the existence of the public right-of-way at this location.
- If validated will allow better enforcement of the roadway parking, and confirm legal access to the park and apartment building.
- Creates a record of the proceedings and establishes finality for the decision for any further judicial challenges.
- Staff recommends City Council initiate a validation proceeding finding that questions exist as to the establishment of public right-of-way.
- Staff also recommends that a survey be prepared to consider in the proceeding.

Questions?



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: North Idaho Special Assistant US Attorney (SAUSA) Initiative

ITEM AND RECOMMENDED ACTION:

This item seeks approval of the MOU for participation in the North Idaho SAUSA Initiative. City Council approves the City's participation in the North Idaho SAUSA Initiative and authorizes the Mayor to sign the attached Memorandum of Understanding (MOU).

DISCUSSION:

The City of Post Falls has been invited to join a regional public safety collaboration aimed at enhancing federal prosecution of drug trafficking and associated crimes in northern Idaho. This memo recommends City Council authorize the Mayor to execute the MOU formalizing the City's participation in the initiative, to be administered by Shoshone County as the host agency.

The North Idaho Special Assistant U.S. Attorney (SAUSA) Initiative seeks to bolster enforcement of federal drug crimes by establishing a dedicated SAUSA position within the U.S. Attorney's Office, stationed in Coeur d'Alene. The initiative was developed as part of Operation Esto Perpetua, a state-led response to the fentanyl crisis, and has received both state and HIDTA (High Intensity Drug Trafficking Area) program support.

The proposed MOU formalizes a local partnership involving counties and municipalities throughout North Idaho. Participating jurisdictions agree to contribute funding to support the SAUSA position. Shoshone County will serve as the employer and administer the program, including oversight of salary, benefits, and operational expenses for the attorney.

City of Post Falls participation includes a proportionate cost-share contribution based on population, as outlined in Exhibit B of the MOU. The attorney will assist in the prosecution of drug trafficking and related crimes with an emphasis on cases that would benefit from federal prosecution, and may coordinate with local law enforcement and prosecutors where appropriate.

This MOU represents a proactive regional strategy for addressing narcotics-related threats and maximizing prosecution resources through federal coordination.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Not previously reviewed.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Although the North Idaho SAUSA position is scheduled to begin during calendar year 2025, the City of Post Falls is not required to make a financial contribution during Fiscal Year 2025. Recognizing that

many anticipated local partners may not have budgeted for this initiative in their current fiscal year, the Idaho Department of Corrections and HIDTA have agreed to fully fund the initial costs of the position through September 30, 2025.

Starting October 1, 2025 (FY26), the City will be responsible for contributing its proportionate share of the local match. Based on the City's population size exceeding 15,000 residents, the City of Post Falls will be assigned a cost multiplier of 3X, equating to an annual contribution of \$2,250. This amount can be incorporated into the FY26 Legal Contract Services budget without requiring any adjustment to other service levels or operations.

BUDGET CODE:

001-424.0000.62040

ATTACHMENTS:

1. 2025.05.06 North Idaho SAUSA - Ready to Launch!
2. Local Partnership N. Idaho SAUSA MOU 1.1.25 (Signed by IDOC)
3. SAUSA Presentation

From: [Benjamin Allen](#)
To: [Warren Wilson](#); [Ron Jacobson](#)
Cc: [Field Herrington](#); [Whatcott, Justin \(USAID\)](#)
Subject: North Idaho SAUSA - Ready to Launch!
Date: Tuesday, May 6, 2025 4:29:39 PM
Attachments: [Local Partnership N. Idaho SAUSA MOU 1.1.25 \(Signed by IDOC\).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.

Mr. Wilson/Mr. Herrington, Mayor Jacobson & the Post Falls City Council,

After nearly two years of planning, preparation, and solicitation of sustainable outside funding sources, I am excited to announce that the North Idaho SAUSA Initiative is ready to launch. At the start of the new year, Governor Brad Little announced his vision for this position during his State of the State address. Shortly thereafter, the US Attorney's Office solidified their partnership with the state of Idaho and their host agency (that announcement can be found [here](#)). Finally, before the legislative session concluded, the last piece of the funding puzzle was put into place with the passage of [SB1175](#) which specifically called out the creation of this position.

With this great news, the establishment of a North Idaho SAUSA has been confirmed, with the only remaining component being the finalization of the local partnership (i.e. the Cities and Counties which are willing to join the partnership). The local partnership will serve three primary purposes. First, it will demonstrate local support which is a requirement to obtain federal funding for the position. Second, it will assist in providing guidance and oversight into the focus of federal prosecution for our area. Lastly, it will supplement the funding pool by providing a nominal financial contribution which serves mostly to demonstrate the existence of local support noted above. With the funding allocations finalized, the total breakdown for annual cost sharing is anticipated to look as follows:

Total SAUSA Cost	\$140,000
HIDTA Contribution	- \$50,000
<u>Governor's Office Contribution</u>	<u>- \$75,000</u>
Local Contribution	\$15,000

As you can see from the table above, the local contribution will equate to roughly 10% of the total funding for the position. Having outside funding for 90% of the position costs is monumental as most SAUSA positions around the country are funded entirely by the local partners. A further benefit is derived from the allowance to spread out the local

contribution among the various entities who join the partnership, meaning that the more partners agreeing to join in the partnership, the lower the proportionate cost-share allocated to that jurisdiction. Based upon the preliminary feedback from entities which were eligible to participate (*to be eligible, an entity was required to be situated within the I-90 or US-95 corridor due to an emphasis on drug trafficking*), nearly all of the eligible entities indicated a desire to participate in the partnership. A list of those entities which provided a preliminary indication of interest are detailed below.

Shoshone County (Host Agency)	
Nez Perce County	City of Coeur d'Alene
Latah County	City of Post Falls
City of Kellogg	City of Wardner
City of Wallace	City of Pinehurst
City of Lewiston	City of Smelterville
City of Osburn	City of Mullan

The SAUSA position is on track to start working on or after July 1st which is when both the state of Idaho and the HIDTA funding contributions will be accessible. Recognizing that many of the anticipated local partners likely did not budget for their contributions during FY25, the other sources have agreed to cover the initial costs of the local partnership until October 1st when the new budget years will begin for the local partners. Although it is contemplated that the contribution of each local partner will be nominal, this should provide ample opportunity to pencil in this small amount into your upcoming FY26 budget.

With this background and context in mind, it is now time to solidify the local partnership, execute the local partnership MOU's and assemble the local partner board which will provide guidance and insight for the position. As a reminder, one of the benefits to being

a local partner, in addition to helping to combat drug trafficking within the region in general, is eligibility for cases within your jurisdiction to be handled by the federal SAUSA prosecutor. That is, the SAUSA's caseload will be derived primarily from cases generated within the jurisdictions of the local partners. Therefore, by signing on to the local partnership, high volume drug trafficking cases from your jurisdiction will be eligible for prosecution by the SAUSA, taking the burden of prosecution and incarceration off of your local constituents.

To solidify the partnership, I have attached the local partnership MOU to this email for your signature. As you may recall, the draft MOU was submitted to each of the eligible jurisdictions last year in order to solicit feedback on the draft. While some minor modifications were made to the MOU based upon the feedback received, the MOU is largely the same as what you reviewed previously. The major funding entities have agreed to the form and substance of this MOU (i.e. the State of Idaho and HIDTA), meaning the only thing left is for local partners to join on. With all of this said, if there are further questions about the structure of this initiative, your role in the partnership, or the benefits of the position to your jurisdiction, please do not hesitate to let me know. Otherwise, we look forward to the rollout of this position in the coming months and are grateful for your willingness to bond together with other communities here in North Idaho to demonstrate a unified front on our fight against drug trafficking through our region of the state, while shifting the burden of these efforts off of our local taxpayers and on to the federal government.

Sincerely,

Benjamin Allen
Shoshone County Prosecutor
ballen@co.shoshone.id.us
Telephone: (208)752-1106
Fax: (208) 753-8351

MEMORANDUM OF UNDERSTANDING

for the North Idaho SAUSA Initiative

Updated: January 1, 2025

Background

The devastating consequences of the fentanyl epidemic have affected families, strained law enforcement resources, and left local populations grappling for solutions to combat the pervasive impacts of substance abuse. This is especially true in north Idaho, where the Interstate-90 and Highway-95 corridors serve as major purveyors of drug trafficking that disseminates large quantities of controlled substances out into the various communities throughout the northern part of the State. In response to this pressing issue, Governor Brad Little pioneered Operation Esto Perpetua, a project that sought to identify Idaho-specific solutions to the fentanyl crisis. A Citizens Action Group was formed as part of the project, and one of its primary recommendations was to establish a Special Assistant U.S. Attorney (hereinafter “SAUSA”) position to be stationed in the Coeur d’Alene branch of the United States Attorney’s Office (“USAO”). Under the proposed SAUSA structure, a collaboration of federal, state, and local public entities (cities and counties) will unify to pool the resources necessary to fund a SAUSA position, with one local entity acting as the host agency and taking on the responsibility of serving as the administrator for said position. Said arrangement shall be known as the North Idaho SAUSA Initiative.

THEREFORE, in order to provide for the selection, management, funding, and employment of a SAUSA under the North Idaho SAUSA Initiative, the High Intensity Drug Trafficking Areas program (hereinafter “HIDTA”), the Office of the Governor of the State of Idaho, by and through the Idaho Department of Correction, an agency of the State (hereinafter “IDOC”), the County of Shoshone (hereinafter “Host Agency”), and numerous political subdivisions established under the laws of the State of Idaho which are outlined in **Exhibit A** (hereinafter “Partners”), all collectively referred to as the “Parties” (or individually as a “Party”), do hereby agree and understand as follows:

- 1. Authority:** The legal authority for the arrangements contained within this Memorandum of Understanding (“MOU”) includes Idaho Code Sections 31-801, 31-828, 31-601 (et. seq.), 31-2602, and 67-2326 through 67-2339; 28 U.S.C. §§ 543 and 530C; and any other applicable state or federal regulation which could reasonably be viewed as governing the cooperation between governmental entities in providing public services in collaboration with one another.
- 2. Purpose:** This MOU is intended to memorialize the relationship of the Parties, identifying the roles of each in relation to the establishment of a SAUSA position for the northern region of the state of Idaho. The SAUSA is intended to participate in the prosecution of federal crimes with a particular emphasis on drug trafficking and crimes related to drug trafficking. The appointment of a SAUSA should seek to maximize the effectiveness of both the USAO and Partners’ prosecutions and litigation, and to take advantage of situations in which prosecutions under the federal criminal statutes present unique benefits in terms of potential outcomes, elements required to prove crimes, or a subject's relationship to other pending or ongoing investigations or prosecutions.

Local Partnership MOU

3. **Selection, Employment, and Supervision of SAUSA:** Provisions for the selection, employment, and supervision of the SAUSA, as well as guidelines for the program review meetings, are set forth in the Memorandum of Understanding between the United States Attorney's Office for the District of Idaho and the County of Shoshone, by and through the Shoshone County Prosecuting Attorney's Office, Host Agency of the North Idaho SAUSA Initiative.
4. **Financial Contribution of Parties:** The High Intensity Drug Trafficking Area ("HIDTA") program has committed to the North Idaho SAUSA Initiative \$50,000 per year for the first three years of the initiative, starting January 1, 2025. In addition, by negotiation and specific agreement of the Parties, each Party is responsible for certain financial contributions, or contributions in kind, to support the SAUSA position. Said financial contributions should be used for salary, benefits, and expenses as invoiced. The Parties recognize that any financial commitment made by any Partner is subject to adequate appropriation of available funds in any given fiscal year. For the purposes of this MOU, the fiscal year begins on October 1 of each year. Said contributions are as follows:
 - a. *Host Agency* - The Host Agency shall be solely responsible for the employment of the selected attorney, as well as the development of all program documents, processes and procedures, and coordination of arrangement of the Parties otherwise. The Host Agency shall also bear responsibility for any administrative functions associated with the compensation or benefits for the selected attorney, which functions shall include placing the financial contributions of each Party into a dedicated project account maintained by the Host Agency's Clerk.
 - b. *IDOC* – The IDOC will provide financial compensation in an amount up to \$75,000/year, to be deposited with the Host Agency prior to the start of any fiscal year.
 - c. *Partners* – The Partners identified in **Exhibit A** shall be responsible for providing the proportionate share of local match to supplement the financial contributions of HIDTA and the IDOC, in amounts determined prior to the start of each fiscal year as specified in **Exhibit B**, which sums shall be deposited with the Host Agency at the start of the fiscal year.
5. **Federal, State and Local Taxes:** The selected attorney will be paid directly by the Host Agency. Accordingly, the Host Agency shall be responsible for withholding the appropriate amount of any federal, state, payroll or other taxes associated with any compensation.
6. **Fringe Benefits:** Because the selected attorney will be classified as a full-time employee of the Host Agency, he/she may be eligible for pension, health or other fringe benefit plans offered by the Host Agency.
7. **Information Sharing and Records:**
 - a. The Parties agree and understand that any confidential information in which the selected attorney may come into contact with will only be shared with other agencies where necessary and where permitted by federal and/or state law.

Local Partnership MOU

- b. Documents prepared by the selected attorney for a Party shall be prepared in compliance with that Party's existing policies, but at all times, the selected attorney must comply with the policies of the USAO.
 - c. Public records requests directed to a Party shall be processed by that Party in accordance with applicable state or federal regulations.
- 8. Limitations:** Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of any Party or limiting any Party in the performance of functions granted to them by law, or as requiring any Party to expend any sum in excess of its respective appropriation. All provisions of this MOU are subject to the laws, ordinances, rules and regulations applicable to the Parties respectively.
- 9. Liability:** No Party shall be responsible or liable for the acts or omissions of the selected attorney unless the selected attorney is acting under the direction and control of said Party in connection with performance of his/her duties under this MOU. In the event of a liability claim, the Parties shall each defend their own interests. No Party has any obligation to indemnify another Party.
- 10. Legal Compliance:** In performance of this MOU, the Parties agree to comply with all applicable requirements of federal and state statutes, rules and regulations.
- 11. Non-Assignment & Inclusion of Parties:** No Party to this MOU may assign or delegate its rights or duties herein to any third party. Any new public entity desiring to join in the North Idaho SAUSA Initiative shall independently petition the Parties for inclusion and agree to all terms or conditions of this MOU. The Host Agency shall retain the ability to unilaterally permit the addition or removal of Partners at times when convenient for administrative purposes, and such addition or removal of a Partner only shall not necessitate a modification or amendment to the MOU.
- 12. Modification or Amendment of MOU:** The Parties understand that matters not presently contemplated in this MOU may be involved in the future administration of this MOU. This MOU may be modified in writing by mutual agreement of all Parties at any time. The appendixes or exhibits to this MOU may be modified independently of the MOU by the Parties to provide for changes in personnel, reimbursement rates or otherwise, while the MOU remains in effect.
- 13. Termination:** Any Party may immediately terminate this MOU upon written notice to all other Parties, except that notice of termination given by an agency who is only a Partner shall effectuate a termination only as to that Partner, and in such case the remaining terms and conditions of this MOU shall remain in full force for the remaining Parties and the conditions of termination otherwise shall be of no consequence except to relieve that individual Partner of their obligations under this MOU. In the event of termination otherwise, the selected attorney working as a SAUSA shall promptly discontinue all work, unless directed otherwise. The selected attorney shall promptly return to each Party that equipment or property owned by said Party, any passes, cards or identification for parking or building access, and all data, reports, work product, summaries or other information or materials as may have been accumulated by the selected attorney in the performance of his/her duties under the MOU, whether completed or in process.

Local Partnership MOU

- 14. Notices:** Any notice given in connection with this MOU shall be in writing and shall be delivered to all other Parties, either by hand, certified mail (postage prepaid and return receipt requested), or by email to the email address listed below or on Exhibit A. Notice shall be deemed delivered immediately upon personal service or email, or forty-eight (48) hours after depositing notice in the United States mail. Any Party may change its address by giving written notice of the change to all other Parties:

Host Agency	Shoshone County 700 Bank Street, Suite 200 Wallace, ID 83873 Email: prosecutor@co.shoshone.id.us
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IDOC	Idaho Department of Correction 1299 N. Orchard Street, Suite 110 Boise, Idaho 83706 Email: contracts@idoc.idaho.gov
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Partners	<i>See attached EXHIBIT A</i>
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- 15. Term of MOU:** This MOU shall be effective as of the 1st day of July, 2025, and shall continue in effect until terminated.

- 16. Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Local Partnership MOU

EXHIBIT A

List of Partners in the North Idaho SAUSA Initiative

Updated: _____, 2025

Shoshone County (Host Agency)	
Nez Perce County	City of Coeur d’Alene
Latah County	City of Post Falls
City of Kellogg	City of Wardner
City of Wallace	City of Pinehurst
City of Lewiston	City of Smelterville
City of Osburn	City of Mullan

EXHIBIT B

North Idaho SAUSA Initiative Fund and Apportionment of Costs

Updated: _____, 2025

- 1. Determination of Salary & Benefits:** The Host Agency will meet annually with the USAO to determine the prevailing entry-level salary of a Special Assistant US Attorney within the District of Idaho. The Host Agency will then set such salary and compute an estimated cost of fringe benefits utilizing the wage worksheet of the Host Agency which would otherwise be utilized for its employees, in order to determine the total estimated annual cost of employment for the selected attorney. The estimated annual cost shall include both wages and benefits such as health insurance (medical, dental, and vision), PERSI retirement contributions, life insurance, and all other fringe benefits otherwise provided to any other employee of the Host Agency, with the inclusion of a three-percent (3%) administration fee to offset those expenses incurred by the Host Agency in handling the administrative functions of employment, payroll, reporting, and auditing for the employee. This total amount shall be referred to herein as the Total SAUSA Cost.
- 2. Computation of Local Contribution:** The Local Contribution shall be defined as the total amount of local funds contributed by all Partners toward the Total SAUSA Cost. The Local Contribution shall be determined by taking the Total SAUSA Cost and subtracting both the HIDTA contribution and the IDOC's contribution for any given year.
- 3. Cost Sharing Multipliers:** In order to determine the proportionate share of each Partner, the Host Agency must first assign each Partner a weighted cost sharing multiplier. The weighted cost sharing multiplier is designed to reflect the anticipated benefit each public agency is likely to realize from the North Idaho SAUSA Initiative in relation to other public entities. To accomplish this, the weighted cost sharing multiplier will utilize the total population within the jurisdictional boundaries of a public entity (as determined by the *Census Bureau's* most recent decennial census) as its basis for computation. The following table shall be utilized to determine the weighted cost sharing multiplier for each Partner:

Total Population	Weighted Multiplier
< 5,000	1X
5,001 - 15,000	2X
> 15,000	3X

- 4. Computation of Partners' Proportionate Shares:** Each Partner's proportionate share of the Local Contribution can be determined by dividing the Local Contribution by the sum of the weighted multipliers of all Partners currently participating in the North Idaho SAUSA Initiative to determine the Base Partner Contribution. The Base Partner Contribution shall then be multiplied by the weighted cost sharing multiplier for each Partner to determine that Partner's Proportionate Share of the Local Contribution which is to be contributed to the Total SAUSA Cost. If necessary, the Host Agency may round the Base Partner Contribution to the nearest whole number prior to submitting the annual invoices to Partners to avoid fractional amounts.

Local Partnership MOU

5. **Notification of Cost Apportionment:** The Host Agency will notify each Partner no later than May 1st annually of the anticipated apportionment of costs associated with each Partner's contribution to the SAUSA position. Each Partner should notify the Host Agency no later than June 1st of any objection to the apportionment of costs, otherwise said Partner will be deemed as having consented to the apportionment of costs and be bound otherwise to payment for its Proportionate Share of the annual costs subsequently invoiced for that year.
6. **Invoice of Costs:** The Host Agency will provide an invoice to each Partner no later than October 1st annually with the actual amount due and owing for that Partner's Proportionate Share contribution to the SAUSA position. Invoices shall be due and owing no later than November 1st annually, with payment remitted to the following Host Agency:

County of Shoshone
North Idaho SAUSA Initiative
700 Bank Street
Wallace, ID 83873

7. **Accumulation of Funds:** The North Idaho SAUSA Initiative fund shall be managed and monitored by the Host Agency. At times, a vacancy may exist in the SAUSA position while hiring, at which point funds may pool in the North Idaho SAUSA Initiative fund resulting in excess leftover at the conclusion of the fiscal year. Pooled funds may be applied by the Host Agency to the total amount of Local Contribution in subsequent years to help offset those costs of the Partners.
8. **Regular Accounting:** At the Quarterly Review Meetings, the Host Agency shall provide all Parties with an updated accounting and fund balance for the North Idaho SAUSA Initiative, which will enable the Parties to monitor fund projections and the overall sustainability of the initiative.
9. **Dissociation of Partners:** As outlined in Section 13 of the MOU, the dissociation of any individual Partner does not necessarily trigger termination of the MOU or dissolution of the North Idaho SAUSA Initiative. Therefore, dissociation of any individual Partner during any fiscal year shall have no impact on the fiscal year budget of the North Idaho SAUSA Initiative fund, and the dissociating Partner shall not be entitled to any refund or reimbursement of their Proportionate Share of the Local Contribution for that year.
10. **Return of Local Contribution Upon Termination:** In the event of termination of the MOU as outlined in Section 13 and subsequent dissolution of the North Idaho SAUSA Initiative, the Host Agency will return to the Parties the remaining contribution of those pro-rata proportionate amounts each Party contributed to the North Idaho SAUSA Initiative fund during the current fiscal year. The administrative costs for the current fiscal year shall be retained by the Host Agency in order to effectuate dissolution and distribution of all sums within the fund. Upon completion of dissolution, the Host Agency shall provide each Party with a final accounting.

Local Partnership MOU

<i>Hypothetical Example of Proportionate Share Computation:</i>					Total SAUSA Cost \$140,000
					HIDTA Contribution - \$50,000
					IDOC's Contribution - \$75,000
					Local Contribution \$15,000
City	Population	Base Partner Contribution	Weighted Multiplier	Proportionate Share	
City A	507	\$750	1X	\$750	
City B	769	\$750	1X	\$750	
City C	1,152	\$750	1X	\$750	
City D	2,940	\$750	1X	\$750	
City E	4,540	\$750	1X	\$750	
County F	6,834	\$750	2X	\$1,500	
City G	9,741	\$750	2X	\$1,500	
City H	11,221	\$750	2X	\$1,500	
County I	26,962	\$750	3X	\$2,250	
City J	44,190	\$750	3X	\$2,250	
City K	51,155	\$750	3X	\$2,250	
					Total = \$15,000

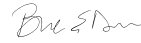
Local Partnership MOU

Signature of Party

IDOC

The undersigned Party affirms and agrees to those conditions set forth in the Memorandum of Understanding for the North Idaho SAUSA Initiative as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that they shall honor their responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: 5/6/25



Idaho Department of Correction
Bree Derrick, Director

Local Partnership MOU

Signature of Party

Host Agency

The undersigned Party affirms and agrees to those conditions set forth in the Memorandum of Understanding for the North Idaho SAUSA Initiative as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that they shall honor their responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Host Agency – Shoshone County
Benjamin Allen, Prosecuting Attorney &
Administrator on behalf of Host Agency

Local Partnership MOU

Signature of Partner

Shoshone County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Shoshone County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

Nez Perce County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Nez Perce County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

Latah County

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

Latah County – BOCC Chair

Attest – County Clerk

Local Partnership MOU

Signature of Partner

City of Coeur d'Alene

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Coeur d'Alene - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Lewiston

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Lewiston - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Post Falls

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Post Falls - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Smelterville

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Smelterville - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Kellogg

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Kellogg - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Pinehurst

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Pinehurst - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Wardner

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Wardner - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Osburn

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Osburn - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Wallace

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Wallace - Mayor

Attest – City Clerk

Local Partnership MOU

Signature of Partner

City of Mullan

The undersigned public entity, identified for purposes herein as a Partner, does affirm and agree to those conditions set forth in the Memorandum of Understanding for the North Idaho Special Assistant U.S. Attorney as updated **January 1, 2025**. By agreeing to the terms and conditions of the MOU, and in receipt of the benefits derived therefrom, the undersigned agrees that its public entity shall honor its responsibilities under said MOU and any associated addendum incorporated therein, including all obligations for its timely proportionate financial contributions to the SAUSA position in those amounts detailed in Exhibit B of said MOU.

Date: _____

City of Mullan - Mayor

Attest – City Clerk



North Idaho SAUSA Initiative

SAUSA

HIDTA

Costs

Participation



SAUSA

S: Special

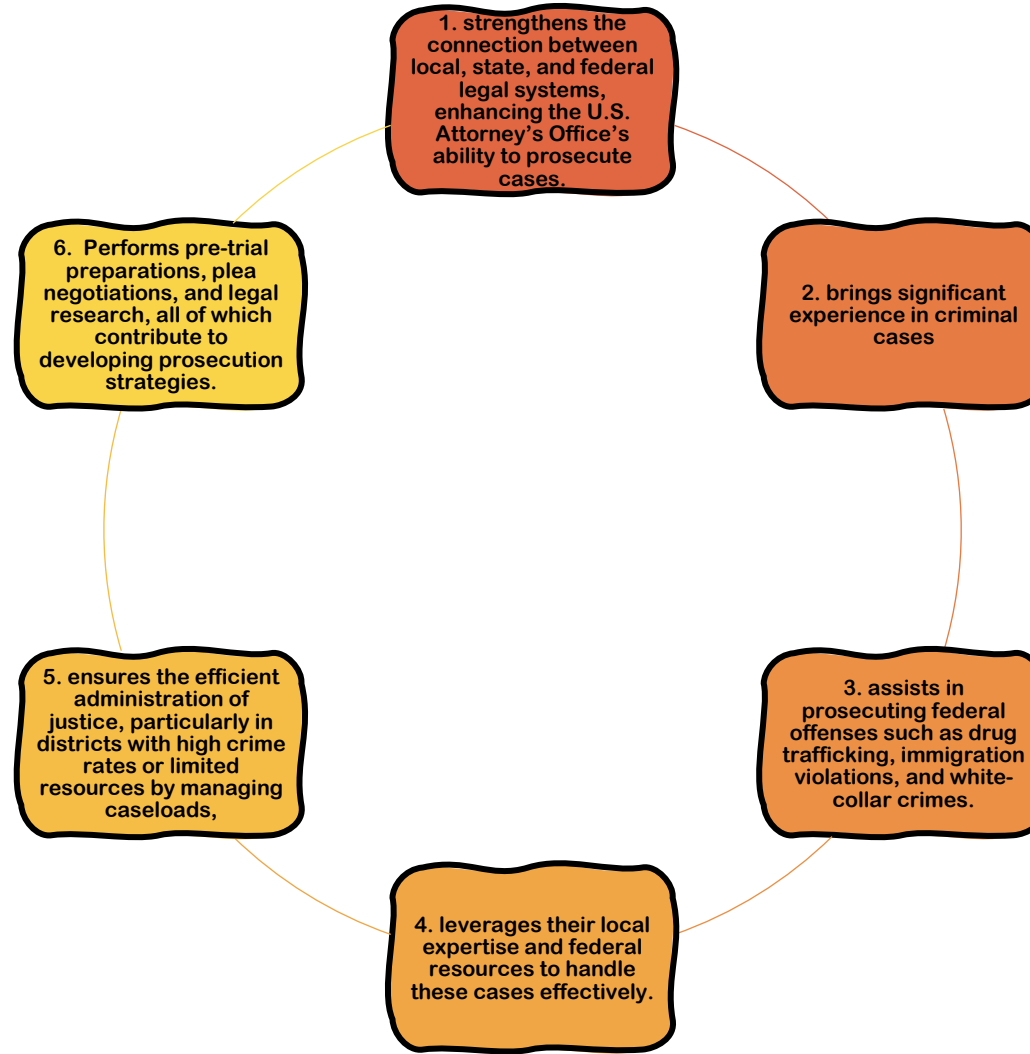
A. Assistant

U. United

S. States

A. Attorney

A SAUSA:



A SAUSA:

1. strengthens the connection between local, state, and federal legal systems, enhancing the U.S. Attorney's Office's ability to prosecute cases.

forms pre-trial

A SAUSA:

**2. brings significant
experience in criminal
cases**

A SAUSA:

3. assists in prosecuting federal offenses such as drug trafficking, immigration violations, and white-collar crimes.

oads,

A SAUSA:

4. leverages their local expertise and federal resources to handle these cases effectively.

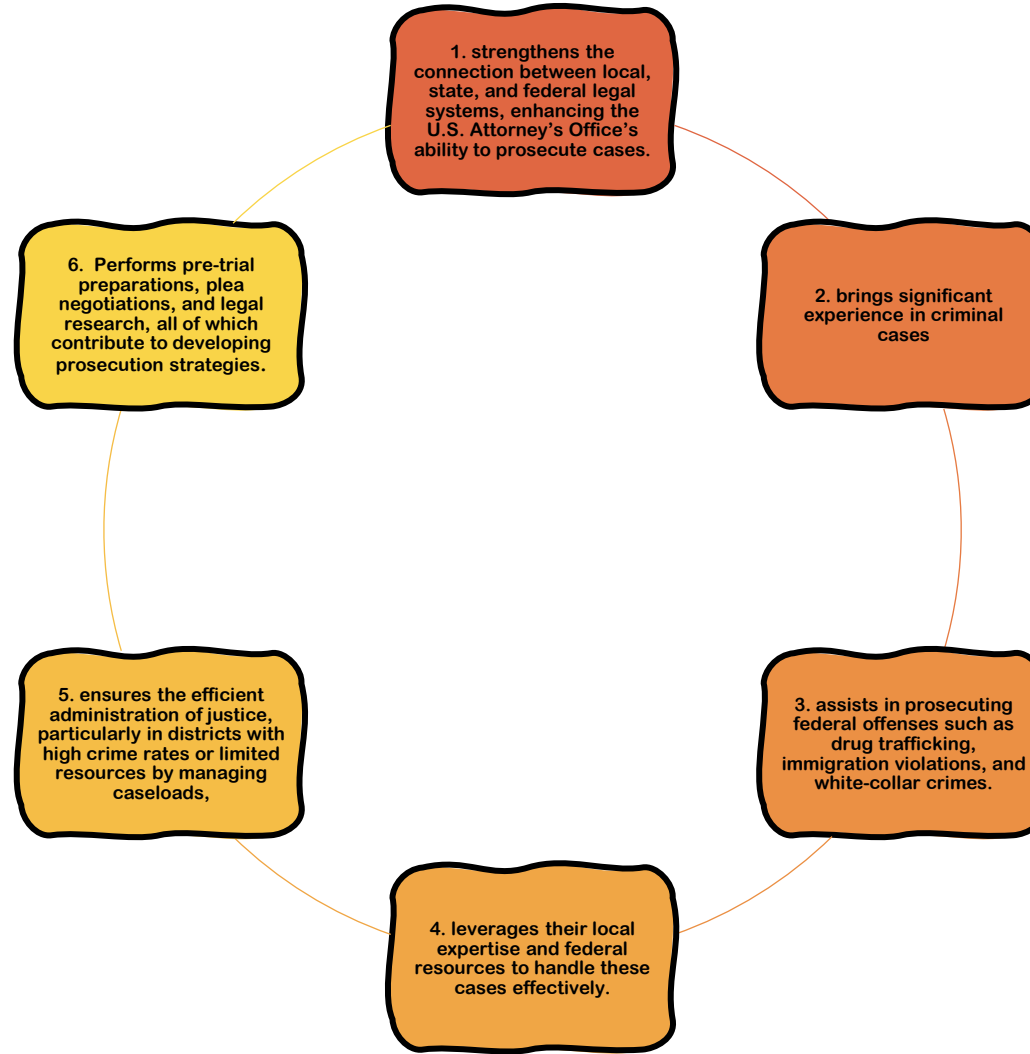
A SAUSA:

5. ensures the efficient administration of justice, particularly in districts with high crime rates or limited resources by managing caseloads,

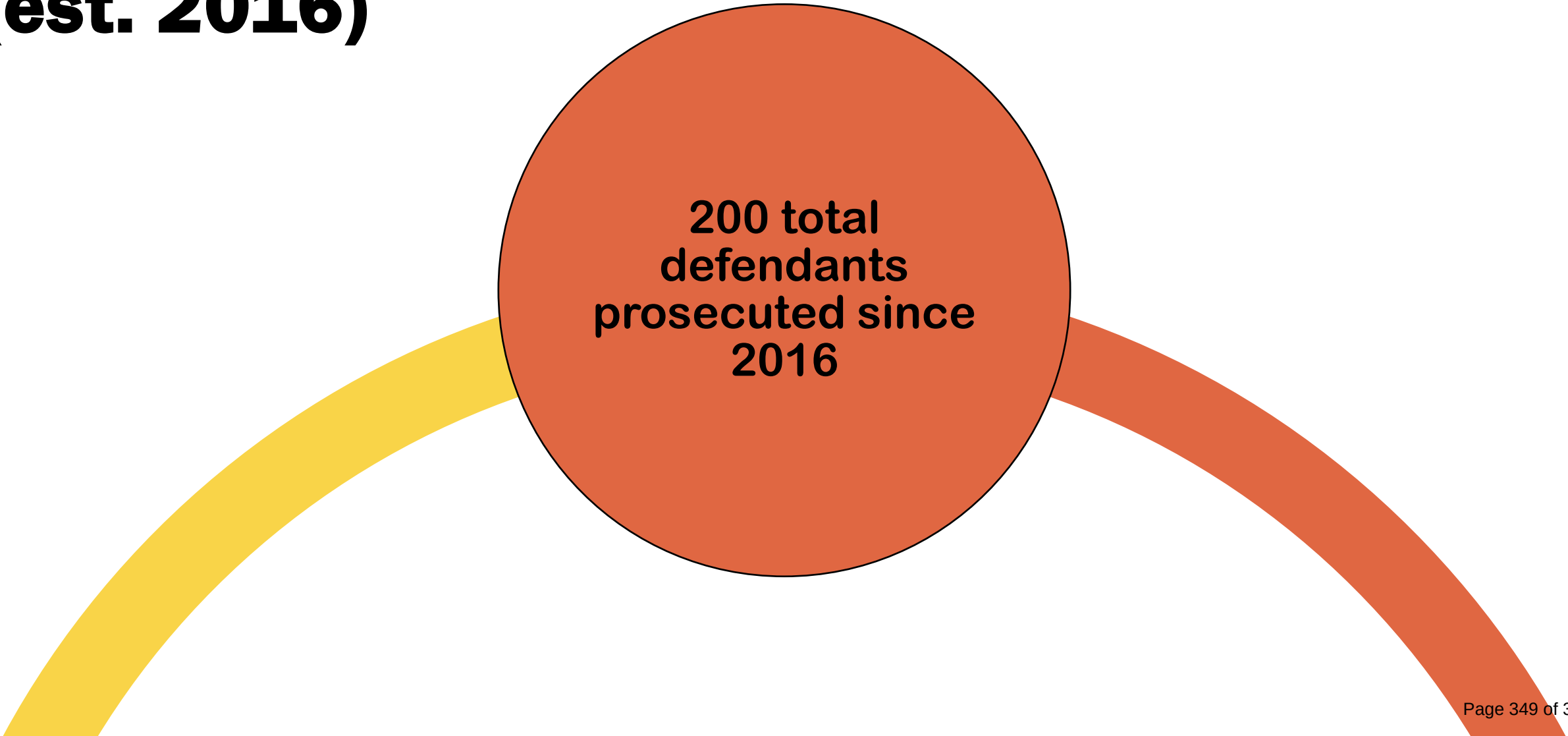
A SAUSA:

6. Performs pre-trial preparations, plea negotiations, and legal research, all of which contribute to developing prosecution strategies.

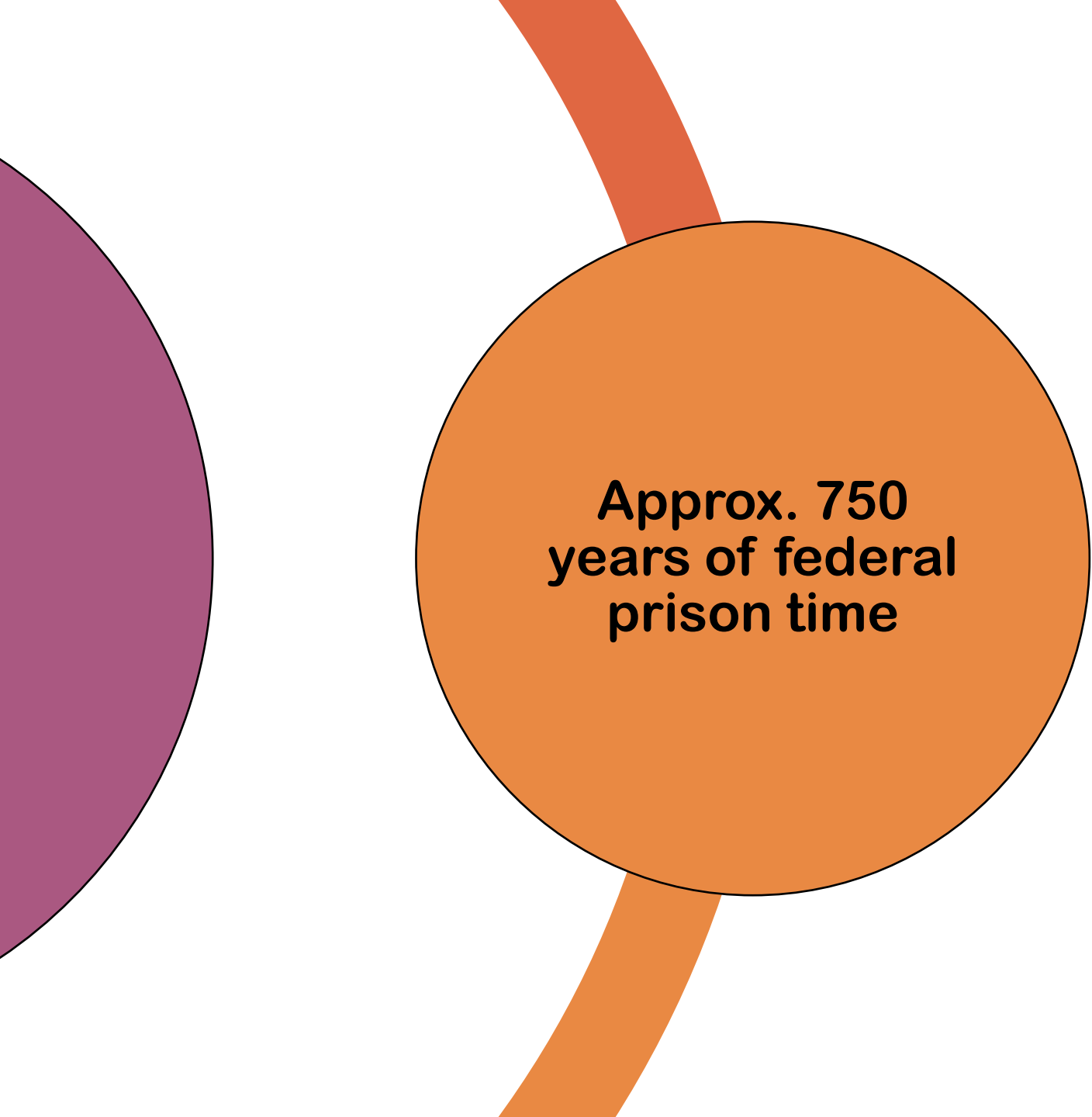
A SAUSA:



Eastern Idaho SAUSA (est. 2016)



**200 total
defendants
prosecuted since
2016**

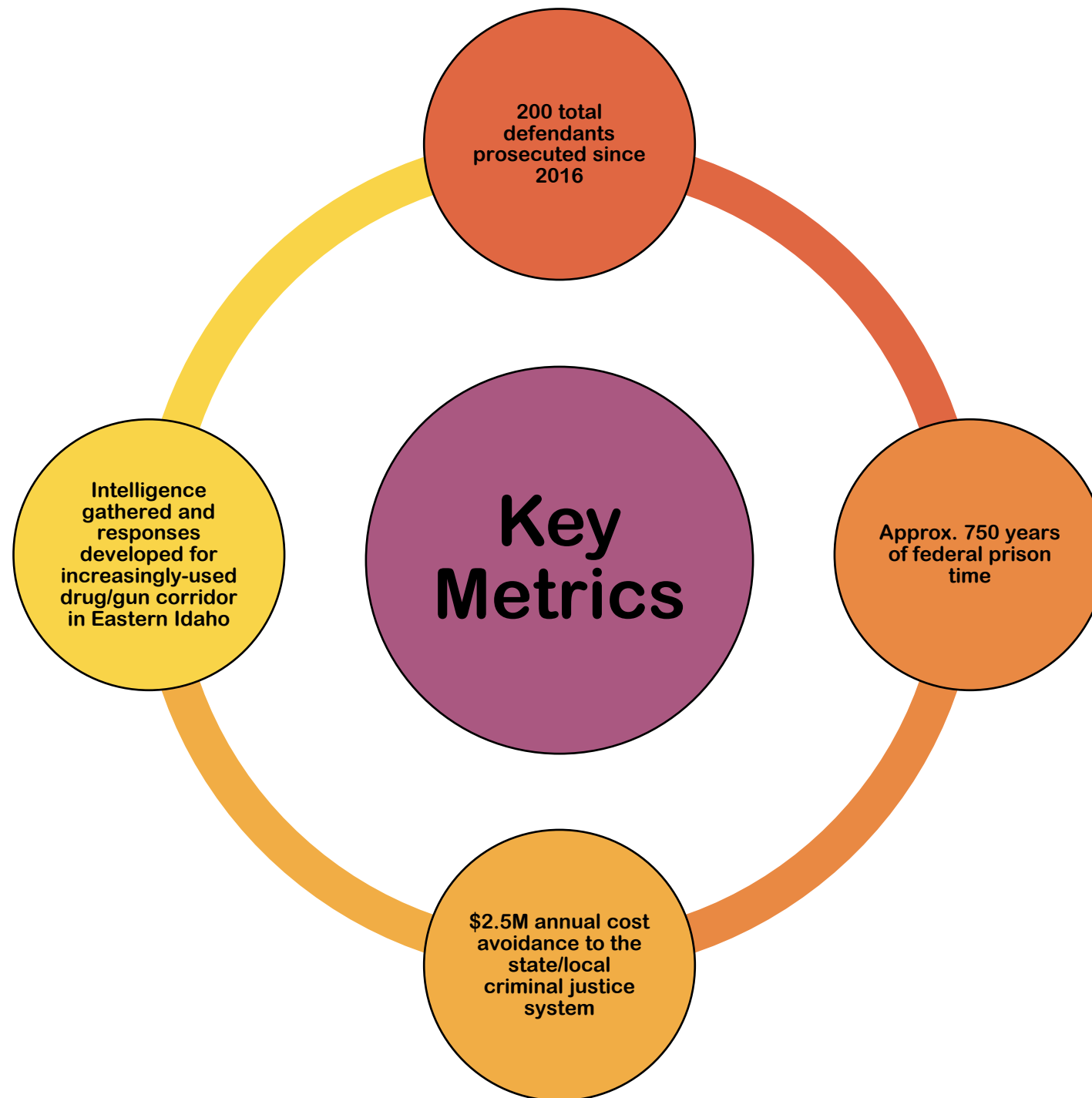


**Approx. 750
years of federal
prison time**

**\$2.5M annual
cost avoidance to
the state/local
criminal justice
system**



**Intelligence
gathered and
responses
developed for
increasingly-used
drug/gun corridor
in Eastern Idaho**



SAUSA

TVP = Treasure Valley Partnership

EIP = Eastern Idaho Partnership

HIDTA = High-Intensity Drug Trafficking Area
(Ada, Canyon, Kootenai, Bannock)

NORTH IDAHO SAUSA

**TVP “Gang”
SAUSA**

**HIDTA
SAUSA**



**EIP
SAUSA**

HIDTA

The DEA plays a very active role and has more than 1,500 authorized special agent positions dedicated to the program.

HIDTA – High Intensity Drug Trafficking Area

Post Falls is in the Oregon-Idaho HIDTA.

The HIDTA program was created by Congress with the Anti-Drug Abuse Act of 1988,

Provides assistance to Federal, State, local, and Tribal law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States.

There are currently 33 HIDTAs, and HIDTA-designated counties are located in all 50 states.

“This program provides such a significant benefit to the state by taking people out of our state who have come to our state to do our citizens harm.”

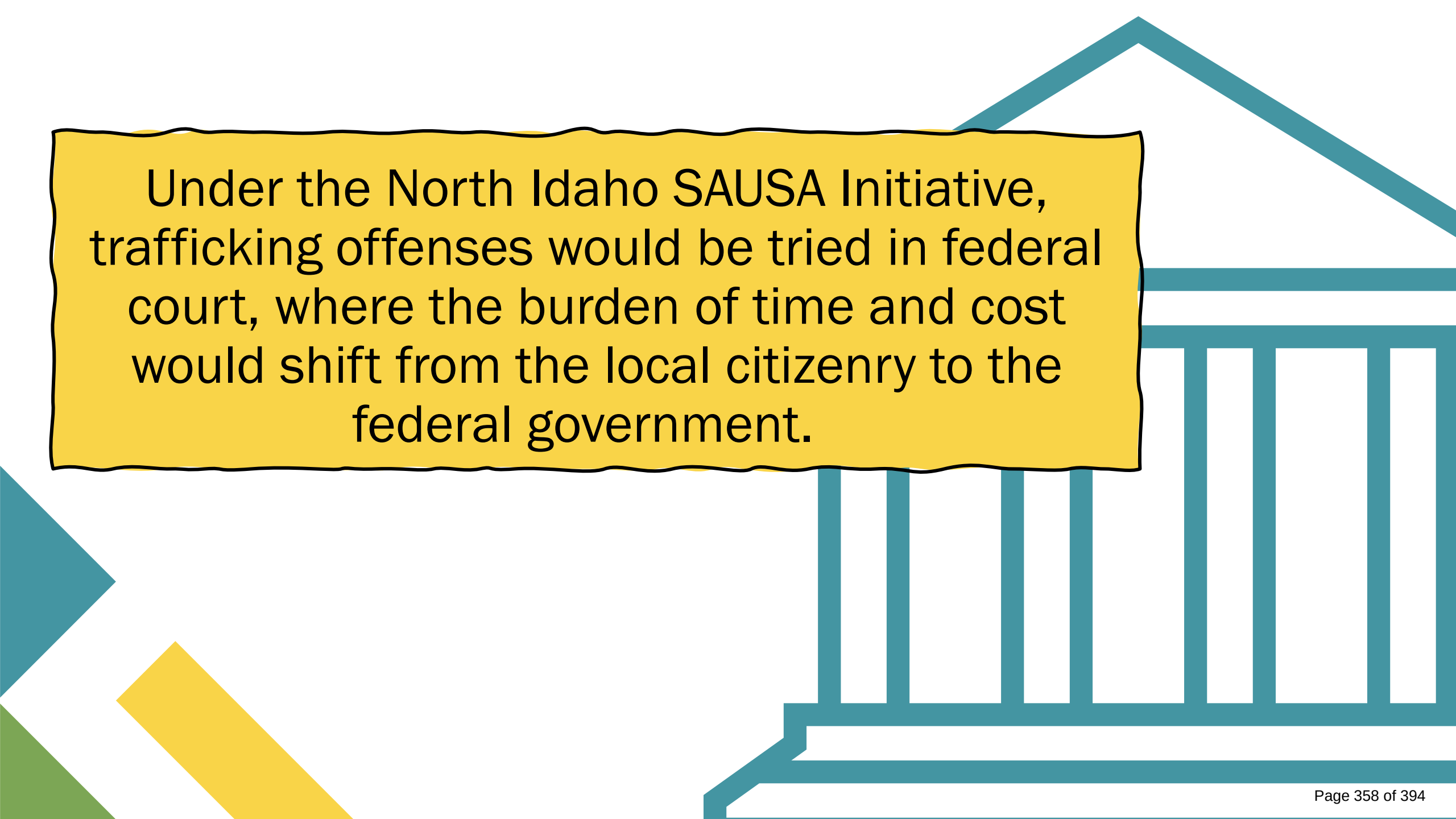
- Acting U.S. Attorney for Idaho,
Justin Whatcott



“It’s a problem that’s landed in your community, but it’s not your problem.”

- Former U.S. Attorney for Idaho,
Joshua Hurwit





Under the North Idaho SAUSA Initiative, trafficking offenses would be tried in federal court, where the burden of time and cost would shift from the local citizenry to the federal government.

In May 2025, the U.S. Attorney's Office and the City of Spokane announced that a Special Assistant United States Attorney for Washington's eastern district has been appointed.

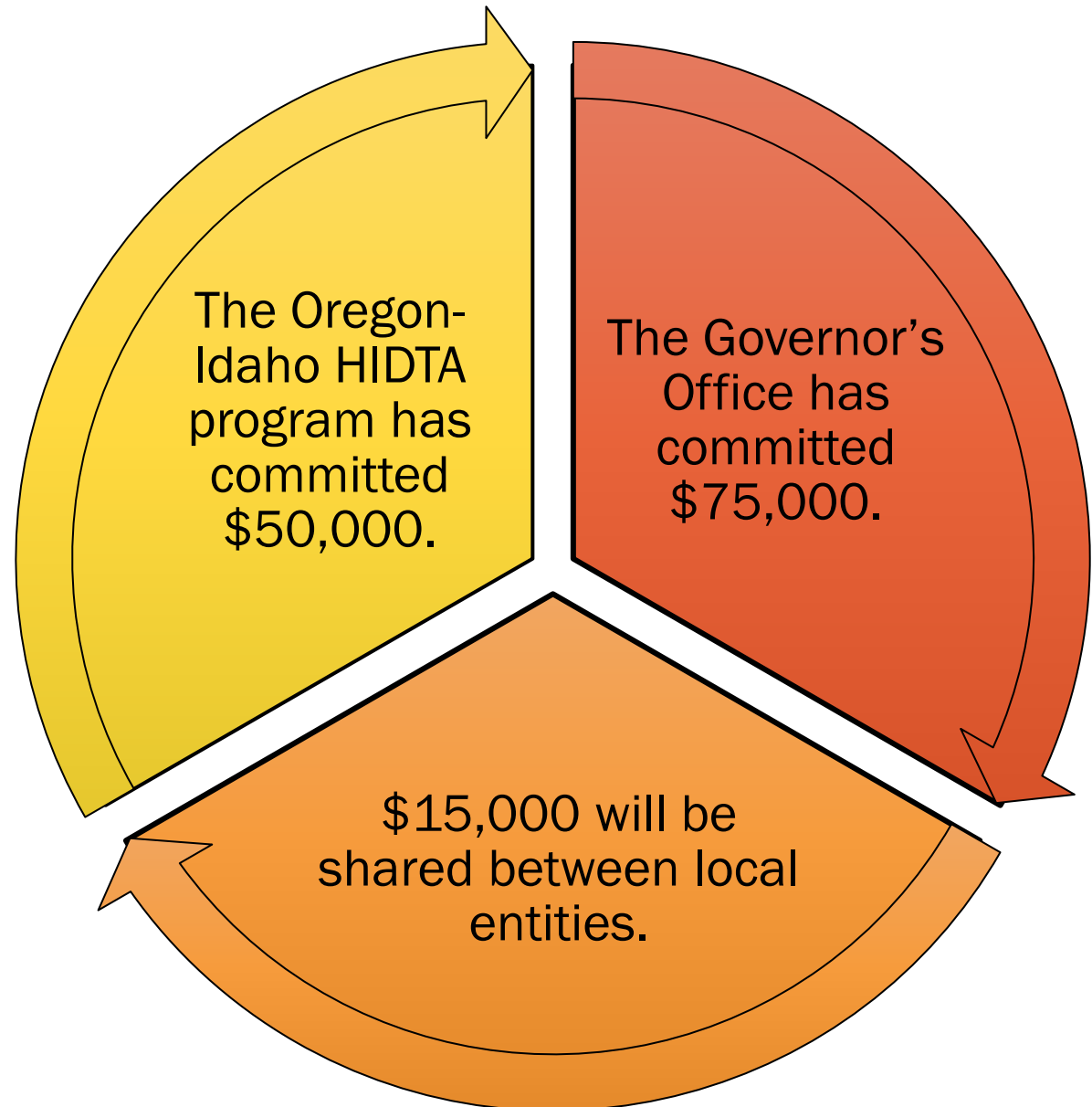


“We see the impact of fentanyl and other drugs in almost every case we prosecute – including violent crime, firearms trafficking, prosecution of transnational gangs and cartels, and even in some of our fraud and human trafficking cases. Having a dedicated prosecutor for these cases allows the U.S. Attorney's Office to bring more cases specifically focused on the City of Spokane.”

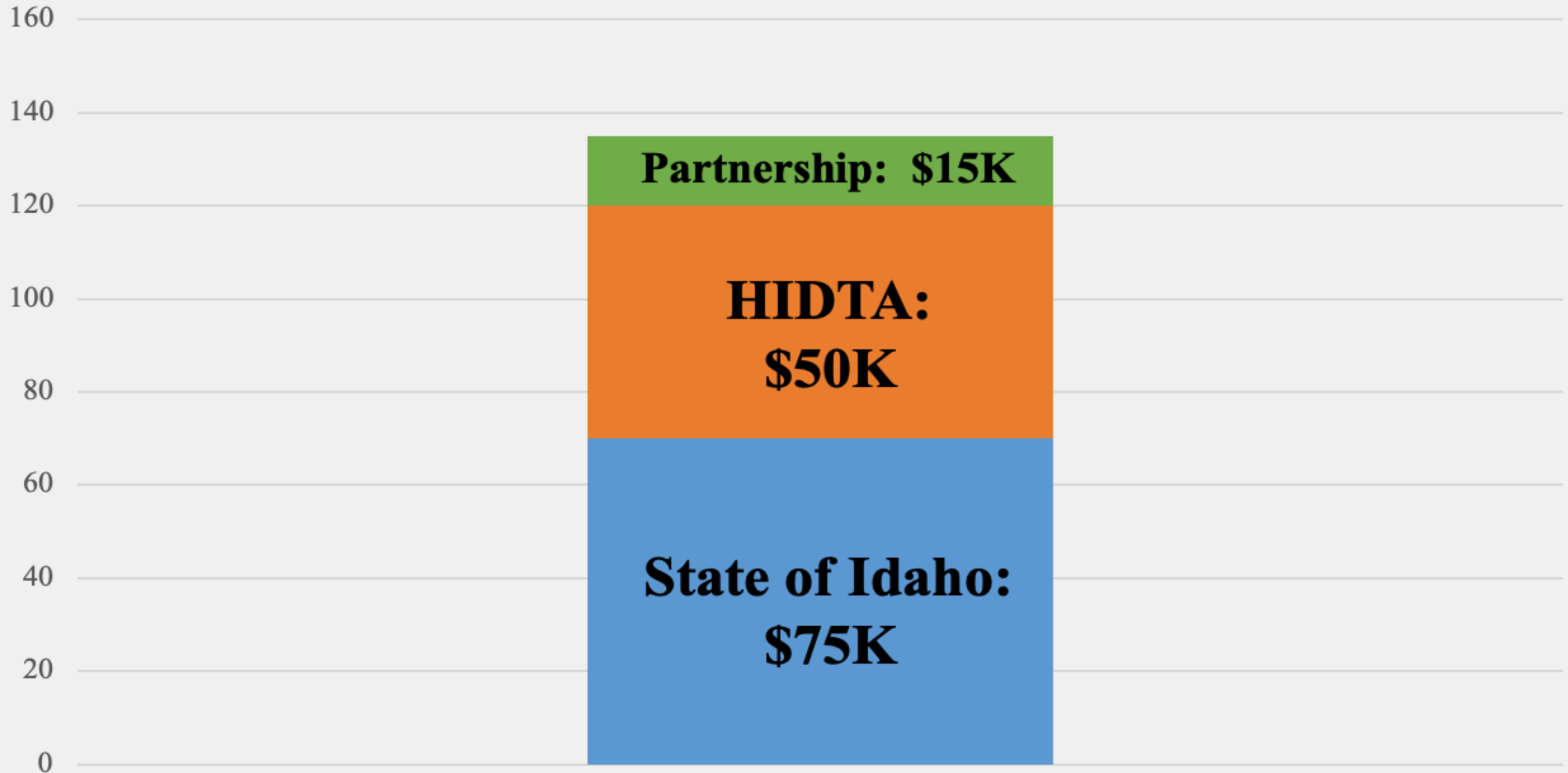
- Acting U.S. Attorney for Eastern Washington, Richard Barker

COSTS

The SAUSA position has an annual estimated cost of \$140,000.



Salary + Benefits = \$140K



Participation

Those local entities expressing interest are:

Shoshone County

Wardner

Nez Perce County

Pinehurst

Latah County

Smelterville

Kellogg

Mullan

Wallace

Coeur d'Alene

Lewiston

Osburn

Post Falls

The greater number of entities that participate, the lower the cost for each entity.

Participation



Post Falls' estimated cost share is expected to be under \$3,000 per year.

Commitments are taken one year at a time. Each year the SAUSA will produce records to enable local partners to analyze the effectiveness of the initiative.

If the program isn't working for the City, the City can terminate its participation in future years.

Questions?

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 6/17/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Prairie Trail Extension - Zorros Rd. to SH41 - Award of Contract

ITEM AND RECOMMENDED ACTION:

With Approval, City Council Authorizes the Mayor to sign the Notice of award for construction of the Prairie Trail Extension, Zorros Rd. to SH41, to Northwest Landworks.

DISCUSSION:

Award of the construction contract for the Prairie Trail, Zorros Rd. to SH41, will construct a quarter-mile section of the Prairie Trail. The Prairie Trail is a regional recreational trail extending between Post Falls and Coeur d'Alene. In March 2025, the City hired Welch Comer & Associates to design the Prairie Trail improvements, which included filling an existing pit next to the trail alignment. In May of 2025 City Council approved advertising the project for construction. On June 6 a bid opening was conducted. 7 bids were received with a low bid of \$152,370.00 from Northwest Landworks. Five of the received bids were less than the Engineer's estimate of \$368,925.00. The bid package from Northwest Landworks was reviewed, with minor mathematical irregularities that were inconsequential. Staff has reviewed the bids and the recommendation from Welch Comer & Associations. Staff recommends that the construction contract be awarded to Northwest Landworks as the lowest responsive bidder with a construction budget of \$175,225.50. The construction budget would be paid out of the multimodal impact fee account, which includes a 15% contingency amount from the low bid.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 20, 2025 - Request to bid for project

March 4, 2025 - Professional Services Agreement with Welch Comer for design

APPROVED OR DIRECTION GIVEN:

All requests have been approved to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$175,225.50

BUDGET CODE:

037-431.1711.95520 (Multimodal Impact Fees)

ATTACHMENTS:

1. Prairie Trail Extension Zorros Rd to SH41 Contract Award
2. Recommendation for Award Packet

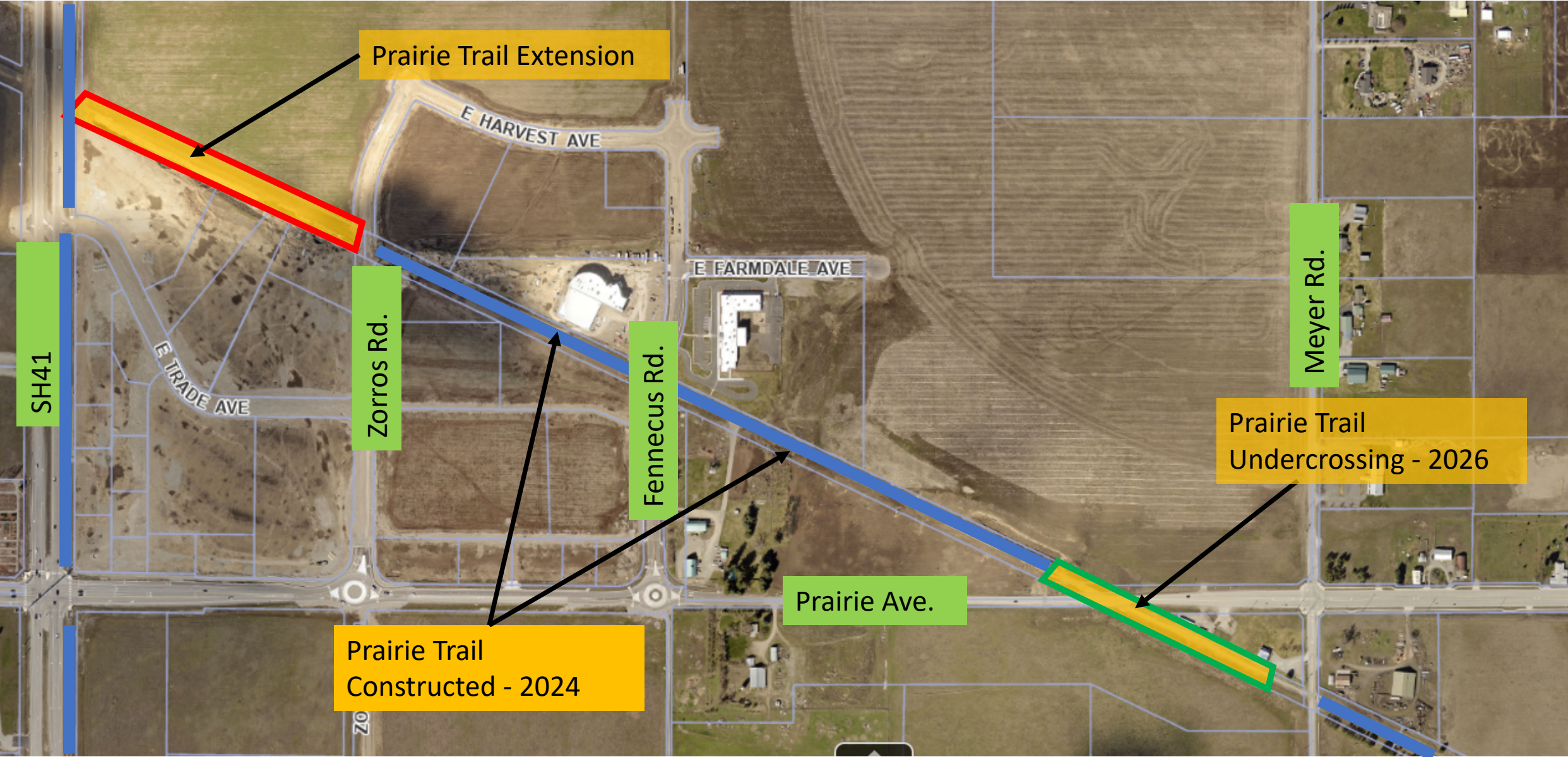
Prairie Trail Extension – Zorros Rd. to SH41

Chris Schneider –
Staff Engineer

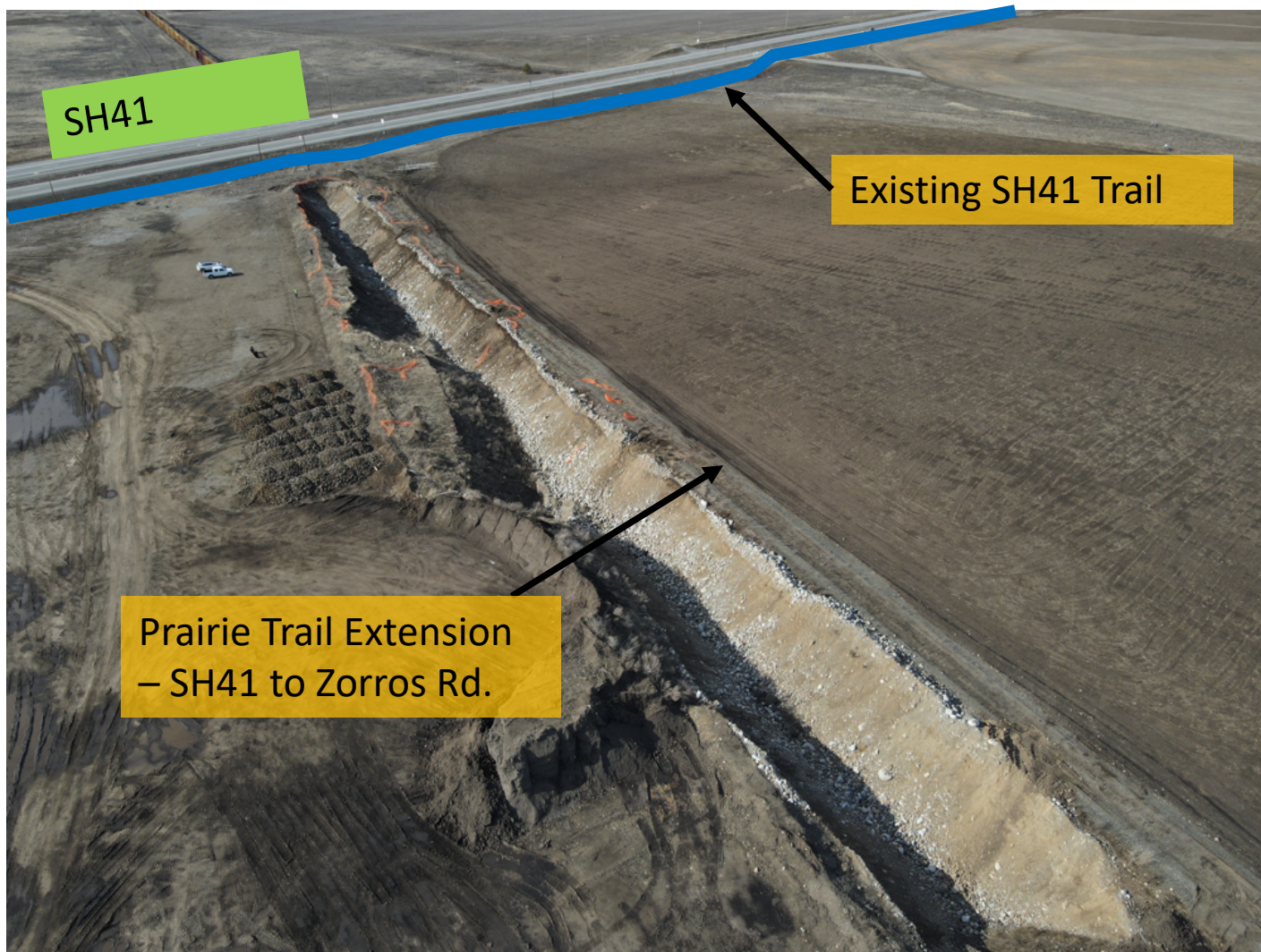
Community Development /
Engineering

June 17, 2025





Missing segments / gaps



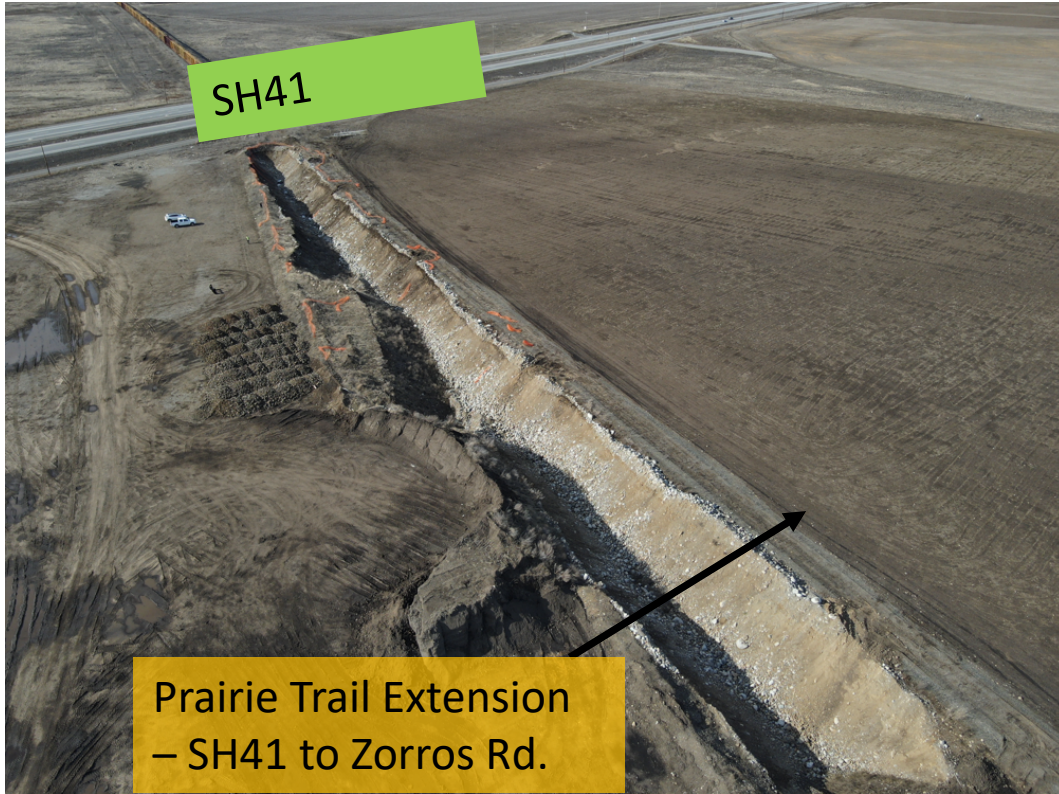
March 2025 – Hired Welch Comer & Associates with Budinger & Associates

- Geotechnical analysis
- Construction plans and specifications

May 2025 – Approved to advertise for bids

- * Fill the open excavation
- * Construct the Prairie Trail from Zorros Rd. to SH41

June 6, 2025 – Bid Opening



June 6, 2025 – Bid Opening

Engineers Estimate: \$ 368,925.00

7 Bids Received

Bid Range: \$152,370.00 to \$510,847.80

Bids reviewed by Welch Comer & Assoc.

Lowest responsive bidder: Northwest Landworks

Bid: \$152,370.00

Requested Funding Approval: \$ 175,225.50

\$ 152,370.00	Bid Amount
---------------	------------

\$ 22,855.50	15% Contingency
--------------	-----------------

Project Funding: Multimodal Impact Fees

Prairie Trail Extension – Zorros Rd. to SH41

Chris Schneider –
Staff Engineer

Community Development /
Engineering

June 17, 2025



June 11, 2025

Rob Palus
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

Re: **Prairie Trail Extension - Zorros Rd to SH41**

Dear Rob,

Please find attached the combined bid summary for the seven bidders on the Prairie Trail Extension, Zorros Road to SH41 project. We have included the bid tabulation and completed a formal review of the bidding checklist. All bids appear to be complete and responsive.

Welch Comer & Associates recommends awarding the project to the apparent low bidder, Northwest Landworks, LLC, in the amount of \$152,253.47.

Should the City Council choose to proceed with our recommendation, please complete the attached Notice of Award and return it to our office at your earliest convenience for processing.

Sincerely,

Welch Comer Engineers

Jordan Zillett

Jordan Tillett, P.E.
Project Engineer

JST/Imt

Enclosures

**CITY OF POST FALLS
PRAIRIE TRAIL EXTENSION - ZORROS RD. TO SH41
BID SUMMARY*
Bid Opening: Friday June 6, 2025 at 2:00 pm**

CONTRACTOR	BASE BID
Northwest Landworks	\$ 152,253.47
Big Sky ID Corp	\$ 224,010.45
LaRiviere, Inc.	\$ 243,924.90
North West Road & Drive	\$ 275,487.93
Elevated Excavation	\$ 282,271.21
S&L Underground	\$ 489,545.00
Peck & Peck Excavating	\$ 510,837.40

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS PURSUANT TO THE CONTRACT DOCUMENTS.

CITY OF POST FALLS													
PRAIRIE TRAIL EXTENSION - ZORROS RD. TO SH41													
BID TABULATION													
Bid Opening: Friday June 6, 2025 at 2:00 pm													
				Engineer's Estimate		Northwest Landworks		Big Sky ID Corp		LaRiviere, Inc.		North West Road & Drive	
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
2010.4.1.A	Mobilization	LS	1	\$20,883.00	\$ 20,883.00	\$ 2,500.00	\$ 2,500.00	\$ 22,000.00	\$ 22,000.00	\$ 39,938.00	\$ 39,938.00	\$ 20,000.00	\$ 20,000.00
202.4.1.C.	Clearing and Grubbing	SY	14335	\$ 2.00	\$ 28,670.00	\$ 0.72	\$ 10,321.20	\$ 0.35	\$ 5,017.25	\$ 1.00	\$ 14,335.00	\$ 4.80	\$ 68,808.00
202.4.5.A.	Unsuitable Material Removal	CY	250	\$ 20.00	\$ 5,000.00	\$ 21.84	\$ 5,460.00	\$ 60.80	\$ 15,200.00	\$ 35.00	\$ 8,750.00	\$ 30.00	\$ 7,500.00
202.4.6.A.	Excavation and Embankment	CY	6805	\$ 14.00	\$ 95,270.00	\$ 5.14	\$ 34,977.70	\$ 7.00	\$ 47,635.00	\$ 7.50	\$ 51,037.50	\$ 10.80	\$ 73,494.00
203.4.1.A.	Topsoil (Screening and Placement - 4")	SY	11212	\$ 8.00	\$ 89,696.00	\$ 2.36	\$ 26,460.32	\$ 4.25	\$ 47,651.00	\$ 2.00	\$ 22,424.00	\$ 1.20	\$ 13,454.40
810.4.1.A.	Plant Mix Pavement (HMA Trail - 2")	SY	2236	\$ 32.00	\$ 71,552.00	\$ 14.53	\$ 32,489.08	\$ 17.55	\$ 39,241.80	\$ 19.00	\$ 42,484.00	\$ 13.74	\$ 30,722.64
802..4.1.B	3/4" Base Rock	TN	737	\$ 28.00	\$ 20,636.00	\$ 31.89	\$ 23,502.93	\$ 35.00	\$ 25,795.00	\$ 31.00	\$ 22,847.00	\$ 26.81	\$ 19,758.97
901.4.1.A.	Conduit Installation, 4" Irrigation	LF	104	\$ 20.00	\$ 2,080.00	\$ 15.00	\$ 1,560.00	\$ 29.00	\$ 3,016.00	\$ 14.00	\$ 1,456.00	\$ 30.00	\$ 3,120.00
1006.4.1.B	Hydroseed	SY	11216	\$ 2.75	\$ 30,844.00	\$ 0.89	\$ 9,982.24	\$ 0.90	\$ 10,094.40	\$ 0.90	\$ 10,094.40	\$ 1.62	\$ 18,169.92
1001.4.1.A	Site Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,610.00	\$ 1,610.00	\$ 23,461.00	\$ 23,461.00	\$ 7,500.00	\$ 7,500.00
1105.4.1.B	Traffic Control Signs, Trail Signage	EA	6	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 1,125.00	\$ 6,750.00	\$ 1,183.00	\$ 7,098.00	\$ 2,160.00	\$ 12,960.00
	TOTAL CONSTRUCTION COST				\$ 368,931.00		\$ 152,253.47		\$ 224,010.45		\$ 243,924.90		\$ 275,487.93
						MATH ERRORS							

CITY OF POST FALLS									
PRAIRIE TRAIL EXTENSION - ZORROS RD. TO SH41									
BID TABULATION									
Bid Opening: Friday June 6, 2025 at 2:00 pm									
				Elevated Excavation		S&L Underground		Peck & Peck Excavating	
Pay Item	Description	Pay Unit	Estimated Quantity	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
2010.4.1.A	Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 50,000.00	\$ 50,000.00	\$ 14,500.00	\$ 14,500.00
202.4.1.C.	Clearing and Grubbing	SY	14335	\$ 2.50	\$ 35,837.50	\$ 3.00	\$ 43,005.00	\$ 7.00	\$ 100,345.00
202.4.5.A.	Unsuitable Material Removal	CY	250	\$ 36.00	\$ 9,000.00	\$ 28.00	\$ 7,000.00	\$ 25.50	\$ 6,375.00
202.4.6.A.	Excavation and Embankment	CY	6805	\$ 16.33	\$ 111,125.65	\$ 22.00	\$ 149,710.00	\$ 35.00	\$ 238,175.00
203.4.1.A.	Topsoil (Screening and Placement - 4")	SY	11212	\$ 3.30	\$ 36,999.60	\$ 12.00	\$ 134,544.00	\$ 4.00	\$ 44,848.00
810.4.1.A.	Plant Mix Pavement (HMA Trail - 2")	SY	2236	\$ 18.18	\$ 40,650.48	\$ 16.00	\$ 35,776.00	\$ 20.00	\$ 44,720.00
802..4.1.B	3/4" Base Rock	TN	737	\$ 24.70	\$ 18,203.90	\$ 58.00	\$ 42,746.00	\$ 40.00	\$ 29,480.00
901.4.1.A.	Conduit Installation, 4" Irrigation	LF	104	\$ 20.00	\$ 2,080.00	\$ 62.00	\$ 6,448.00	\$ 20.40	\$ 2,121.60
1006.4.1.B	Hydroseed	SY	11216	\$ 1.13	\$ 12,674.08	\$ 1.00	\$ 11,216.00	\$ 0.80	\$ 8,972.80
1001.4.1.A	Site Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00
1105.4.1.B	Traffic Control Signs, Trail Signage	EA	6	\$ 1,200.00	\$ 7,200.00	\$ 1,350.00	\$ 8,100.00	\$ 1,550.00	\$ 9,300.00
	TOTAL CONSTRUCTION COST				\$ 282,271.21		\$ 489,545.00		\$ 510,837.40
				MATH ERRORS				MATH ERRORS	

BID REVIEW CHECKLIST
PRIOR TO RECOMMENDATION

OWNER: CITY OF POST FALLS

PROJECT: PRAIRIE TRAIL EXTENSION - ZORROS RD. TO SH41

Open Date: 6/6/2025 at 2:00 pm

CONTRACTOR	Northwest Landworks	Big Sky ID Corp	LaRiviere, Inc.	North West Road & Drive	Elevated Excavation
BID AMOUNT (Basis of Bid Award)	\$152,253.47	\$224,010.45	\$243,924.90	\$275,487.93	\$282,271.21
PUBLIC WORKS LICENSE NO.	8771846	002207	PWC-C17425	018128	058325
License Limit (See List)	A - \$1,250,000	Unlimited	Unlimited	B - \$600,000	C - \$200,000
License Confirmed with the License Board at www.dbs.idaho.gov	Yes	Yes	Yes	Yes	Yes
BID PACKAGE					
Are all forms filled out completely and correctly?					
ALL ADDENDA ACKNOWLEDGED?	Yes	Yes	Yes	Yes	Yes
BID PROPOSAL FORM	Yes	Yes	Yes	Yes	Yes
BID SCHEDULE	Yes	Yes	Yes	Yes	Yes
FORM OF BID SECURITY	Cashiers Check	Bond	Bond	Bond	Bond
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	NA	Yes	Yes	Yes	Yes
LIST OF SUBCONTRACTORS	Yes	Yes	Yes	Yes	Yes
PLUMBING	NA	NA	NA	NA	NA
HVAC/BOILER	NA	NA	NA	NA	NA
ELECTRICAL	NA	NA	NA	NA	NA
NON-COLLUSION AFFIDAVIT	Yes	Yes	Yes	Yes	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes	Yes	Yes	Yes	Yes
ANTI-DISCRIMINATION AFFIDAVIT	Yes	Yes	Yes	Yes	Yes

Bid Review Performed By: Lina Turner

BID REVIEW CHECKLIST
PRIOR TO RECOMMENDATION

OWNER: CITY OF POST FALLS

PROJECT: PRAIRIE TRAIL EXTENSION - ZORROS RD. TO SH41

Open Date: 6/6/2025 at 2:00 pm

CONTRACTOR	S&L Underground	Peck & Peck Excavating
BID AMOUNT (Basis of Bid Award)	\$ 489,545.00	\$ 510,837.40
PUBLIC WORKS LICENSE NO.	PWC-C-14825	PWC-C-11536
License Limit (See List)	Unlimited	AAA - \$5,000,000
License Confirmed with the License Board at www.dbs.idaho.gov	Yes	Yes
BID PACKAGE		
Are all forms filled out completely and correctly?		
ALL ADDENDA ACKNOWLEDGED?	Yes	Yes
BID PROPOSAL FORM	Yes	Yes
BID SCHEDULE	Yes	Yes
FORM OF BID SECURITY	Bond	Bond
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?	Yes	Yes
LIST OF SUBCONTRACTORS	Yes	Yes
PLUMBING	NA	NA
HVAC/BOILER	NA	NA
ELECTRICAL	NA	NA
NON-COLLUSION AFFIDAVIT	Yes	Yes
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES	Yes	Yes
ANTI-DISCRIMINATION AFFIDAVIT	Yes	Yes

NOTICE OF AWARD

Dated _____

Project: Prairie Trail Extension Zorros Rd to SH41 Trail	Owner: City of Post Falls	Owner's Contract No.:
Contract:		Engineer's Project No.: 41354.21
Bidder: Northwest Landworks, LLC		
Bidder's Address: 6918 W. Nash Road		
Spirit Lake, ID 83869		

You are notified that your Bid dated June 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: \$152,253.47

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
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 6/17/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: Administration - Misc. Project Updates

ITEM AND RECOMMENDED ACTION:

This presentation is intended as an update only and no directions are being requested from the Council at this time.

DISCUSSION:

1. Parks and Recreation (P&R) Department Recruitment Update

The recruitment process for the P&R Director position has advanced through several key milestones:

- **Completed Milestones:**

- Feb 19, 2025: Initial discussion at City Council Workshop
- Mar 04, 2025: Prothman contract approved
- May 21, 2025 & June 04, 2025: Meetings between Prothman and P&R Managers
- May 27, 2025: Agenda item at P&R Commission Meeting
- June 9–20, 2025: Recruitment materials under development

Upcoming Steps:

- June 23, 2025: Begin advertising and sharing materials with Council and staff
- June 24, 2025: Staff meeting with Warren and Janet
- August 10, 2025: Application deadline
- Weeks of August 11–29, 2025: Applicant screening and evaluation by Prothman
- Week of Sept 8–12, 2025: Final interviews
- Sept 16/Oct 7, 2025: Executive Session with Council
- Oct 7, 2025: Final contract negotiations
- Nov 3, 2025: Targeted start date
- *Contingency:* A secondary recruitment process will be initiated if necessary

2. Long-Range Financial Plan

Progress continues with the City's long-range financial planning efforts:

- Feb 19, 2025: Initial discussion at Council Workshop
- Mar 4, 2025: Contract with FCS Group approved
- **Current Phase (April–June 2025):** Budget assessment underway

Upcoming Steps:

- July 2025: Draft forecast and financial plan
- July–Aug 2025: Internal review by FCS and City staff

- Sept–Oct 2025: Consideration of revenue options and final reporting

3. CityLink Transit Collaboration

Key developments include:

- Oct 9, 2025: Draft Joint Powers Agreement (JPA) presentation
- Oct 11, 2025: Ride-along experience in Post Falls
- Oct 23, 2025: Kootenai County Public Transit Town Hall
- Nov 5, 2024: FY25 CityLink Agreement approval
- Mar 18, 2025: Council Workshop presentation
- Apr 2, 2025: Financial Methodology Subcommittee formed

Subcommittee Activities:

- May 5, 2025: Initial meeting—outlined questions and explored models
- June 3, 2025: Reviewed questions with Commissioner Mattare, explored financial and operational options
- A follow-up meeting is being scheduled (June/July 2025)

4. Parade Coordination and Ordinance Development

Parade planning and ordinance refinement efforts include:

- May 7, 2024: Council presentation on parade support
- Mar 4, 2025: Draft ordinance introduced
- Mar 18, 2025: Meeting with community ambassadors
- March–April 2025: Collaboration with City of CDA, CDA Chamber, and Downtown Association on MOU structure
- Apr 23, 2025: Connected ambassadors with sponsorship opportunities

Upcoming Steps:

- **July 12, 2025:** Parade to proceed under existing rules
- **Fall 2025:** Updated ordinance and companion MOU to be presented to Council

5. Post Falls Historical Society (PFHS)

Efforts to support PFHS operations and facility maintenance:

- Quarterly meetings have been established with City staff
- Mold discovered in Chapin Building basement—contracted mitigation completed
- Oct 17, 2023: Council Workshop discussion
- Mar 5, 2024: City initiated building condition report (via BC Engineers)

Mitigation Efforts:

- New gutters and dry well installed (May 2025)
- Ongoing discussion about updated license agreement
- PFHS has requested increased City support for maintenance

- **Note:** Final financial planning outcomes will inform FY27 recommendations

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This information is listed within the presentation slides for each project update.

APPROVED OR DIRECTION GIVEN:

This information is listed within the presentation slides for each project update.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Each project will have a different impact.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Staff Report - Admin Project Updates June 17, 2025



City of Post Falls

Admin Misc. Project Updates

Shelly Enderud, City Administrator
June 17, 2025

P & R Department Recruitment – Timeline

- Feb 19, 2025
 - City Council Workshop Discussion
- March 04, 2025
 - Prothman Contract Approved
- May 21, 2025
 - Prothman meeting with P & R Managers
- May 27, 2025
 - P & R Commission Meeting agenda item (Warren)

P & R Department Recruitment – Timeline

- June 04, 2025
 - Prothman meeting with P & R Managers
- June 9 – 20, 2025
 - Developing Recruitment Material
- June 17, 2025
 - City Council Update
- June 23, 2025
 - Post position and start advertising (recruitment material shared with Council and staff)
- June 24, 2025
 - P & R Staff Meeting (Warren & Janet)

P & R Department Recruitment – Draft Timeline

- August 10, 2025
 - Application closing date
- Week of August 11th & 18th, 2025
 - Prothman screen and “winnow” down applicants
- Week of August 25th – 29th, 2025
 - Prothman meet and discuss final applicants
- Week of September 8th – 12th, 2025
 - Final Interview process

P & R Department Recruitment – Draft Timeline

- September 16, 2025/October 7, 2025
 - Executive Session with Council
- October 7, 2025
 - Finalize Contract Negotiations
- November 3, 2025
 - Start Date Goal
- If Unsuccessful in Recruitment Process
 - Secondary Process Initiated

Long-Range Financial Plan

- Feb 19, 2025 - City Council Workshop Discussion
- March 4, 2025 - FCS Contract Approved
- April/June 2025 – Budget Assessment Phase
- **Estimated Dates to Completion:**
 - July 2025 – Draft Forecast and Plan
 - July/Aug 2025 – FCS/City Staff Review Findings
 - Sept/Oct 2025 – Revenue Options and Final Report

CityLink Updates

- Oct 9, 2024 - Draft Joint Powers Agreement Presented
- Oct 11, 2024 - CityLink Ride Along (Post Falls)
- Oct 23, 2024 – K. County Public Transit Town Hall
- Nov 5, 2024 - FY 25 CityLink Agreement Approved
- March 18, 2025 – City Council Workshop Presentation
- April 2, 2025 - Financial Methodology Subcommittee established

CityLink Updates

- Financial Subcommittee Activity
 - May 5, 2025 – 1st Meeting
 - Discussed potential options
 - Developed questions and sent to Commissioner Mattare (based on JPA concept and other potential options)
 - June 3, 2025 – Committee met with Commissioner Mattare
 - Reviewed questions
 - Explored other options – costs, liabilities, grant funding, etc.
 - Scheduling Follow up meeting (June/July)

Parade Updates

- May 7, 2024
 - Council Presentation on Parade Support
- March 4, 2025
 - Draft Parade Ordinance Presented to Council
- March 18, 2025
 - Met with Community Ambassadors (Shelly)
 - July 12, 2025, Parade Occur under Current Rules
 - MOU Points Discussed to Complement Parade Ordinance

Parade Updates

- March/April 2025
 - Met with Following Agencies on MOU Structures:
 - City of CDA
 - CDA Chamber
 - CDA Downtown Association
- April 23, 2025
 - Connected Ambassadors with Sponsorship Opportunity
- Fall 2025
 - Present Council with Updated Ordinance
 - Present Council with Companion MOU

Post Falls Historical Society

- Historical Society is a non-profit organization
- Existing license to use Chapin Building for no fee
 - For purpose of a museum
 - Building to be cared for by PFHS
 - License duration at the City's discretion

Post Falls Historical Society

- Established Quarterly Meetings City/PFHS
- FY 23
 - Mold Discovered in Basement
 - PFHS hired contractor to perform mold clean up
- Oct 17, 2023
 - City Council Workshop
- Fall 2023
 - City Replaces HVAC System, \$30K (budgeted expense)
- March 5, 2024
 - City Initiated Chapin Building Condition Report sent to PFHS (BC Engineers)

Post Falls Historical Society

- Mold/Water Mitigation Measures:
 - PFHS had New Gutters Installed
 - May 2025 – City Installed Dry Well
- City/PFHS Continue to Work on License Agreement Update
 - Request from PFHS for City to take on more maintenance responsibilities
 - Long-Range Financial Plan completion critical to City staff recommendations
- Recommendation to be Included in FY 27 Budget Process

Questions?

