



**CITY COUNCIL
MEETING AGENDA**

**August 5, 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. FY26 Budget

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**

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 – July 15, 2025, City Council Meeting
- b. Accounts Payable 07/16/25 - 08/06/25

- c. May Cash and Investments
- d. Consent to Assignment and Assumption Agreement – Post Falls Landing Development Agreement
- e. MVBC Annexation Grants of ROW and Easement (ANNX-23-6)
- f. Montrose 18th Addition Subdivision Construction Improvement Agreement
- g. FY2026 Intergovernmental Agreements for Prosecution Services
- h. Police Department IT Asset Disposals

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. Vacation - Villa Point North File No VAC-25-2

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance - MVBC Annexation File No. ANNX-23-6
- b. Ordinance - Title 18 Frontage Improvement Code Amendment
- c. Public Works Operations Center
- d. WRF Tertiary Treatment Improvements, Contract Amendment with Panhandle Area Council
- e. Prairie Trail, Zorros to SH41, Additional Services - Amendment #1
- f. Fiscal year 2026 budget resolution

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. Memorandum of Understanding with Post Falls School District #273

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. Fleet Update

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: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: FY26 Budget

ITEM AND RECOMMENDED ACTION:

TBD

DISCUSSION:

TBD

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

TBD

BUDGET CODE:

ATTACHMENTS:

None



**CITY COUNCIL
MEETING MINUTES**

**July 15, 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: Funding Priorities

Roll Call

Mayor Jacobson, Davis, Westlund, Malloy, Plew - Present

Steigleder, Ziegler – Excused

Staff went over:

- Focus: FY “26 General Fund
- Revenue Update
- Discussion of requested funding/funding decisions
- Goal: Need direction on funding level. Confirmation on Mayor/Council Salaries

There is still work to do to balance the budget. Final revenue amounts are still unknown. Staff is working to reduce capital and operating expenses. Continued reliance on growth alone is no longer sustainable. The Council direction on budget levels will impact funding levels.

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

Plew, Malloy, Westlund, Davis - Present

Steigleder, Ziegler - Excused

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

ACTION ITEM

The City is currently updating its Comprehensive Plan - a long-range guide for growth and development in Post Falls. We're asking for your input through a quick online survey. Your feedback will help shape the future of our community. You can find the survey on the project site at postfalls2045.org.

The Parks & Recreation Department, together with the Police Department, is hosting the final Movie in the Park of the season. Cheaper by the Dozen will be playing next Friday, July 25th, at Crown Pointe Park. The movie begins at sunset.

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – July 1, 2025 City Council Meeting
- b. Payables 07/02/25 - 07/16/25
- c. Request to Declare City Vehicles Surplus
- d. Westfork Townhomes Construction Improvement Agreement
- e. Mongeau Meadows 1st Addition Final Plat

Motion by Malloy to accept the Consent Calendar as presented.

Second by Westlund.

Vote: Plew-Aye, Davis-Aye, Westlund-Aye, Malloy-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. Frontage Improvements Text Amendment (TA-25-1)

Public Hearing opened at 6:02 PM

Staff Report

Jon Manley, Planning Manager: Infill development involving accessory buildings within the City of Post Falls has historically been required to install frontage improvements and dedicate right of way. In certain instances, City staff on behalf of applicants, sought relief from these obligations by requesting waivers from the City Council. However, following a legal review, the city's legal department determined that this waiver process did not comply with city code. Consequently, many property owners with infill lots are now seeking alternative to offset the financial burden of these improvements. In response, a code amendment is being proposed to establish specific exceptions to these requirements, with the goal of supporting continued infill development in a legally sound and economically feasible manner. The Planning Department is requesting to repeal and replace Post Falls Municipal Code Section 18.24.020, subsection F.

Testimony

None

Public Hearing closed at 6:12 PM

Motion by Malloy to approve the Frontage Improvements Text Amendment TA-25-1.

Second by Westlund.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. **Spokane Street and Poleline Avenue Roundabout Rehabilitation**
Andrew Arbini, Projects Division Manager: City staff, with support from Welch Comer, solicited informal bids from four contractors for the construction of the Spokane and Poleline roundabout. Two bids were received on June 27, 2025. Informal bidding for Public Works Construction is allowed under Idaho Code for public works projects less than \$250,000 in value. Interstate Concrete and Asphalt submitted the low bid of \$167,080.75. The engineer's estimate for construction was \$179,305. Following a review of the bids by Welch Comer and the City's Legal Division, City staff recommends awarding the construction contract to Interstate Concrete as the lowest, responsive bidder. In early 2025, the City's Streets Division evaluated the Spokane Street and Poleline Ave roundabout for potential pavement rehabilitation. Rather than simply removing and replacing the asphalt, it was determined that it would be

necessary to repair the base rock under the asphalt in the roundabout as well. Due to the impact on the public during construction and the extent of the traffic control needed, city staff recommended this work be performed by a contractor.

Motion by Malloy to approve the Spokane Street and Poleline Avenue Roundabout Rehabilitation.

Second by Westlund.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

None

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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- a. **Prosecution Update**
Casey Drews, City Prosecutor gave an update on the prosecution numbers in Post Falls so far this year.
- b. **Community Development -- Miscellaneous Project Updates**
Bob Seale, Community Development Director gave an update on Council requests or topics previously discussed.

7. MAYOR AND COUNCIL COMMENTS

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8. EXECUTIVE SESSION

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ACTION ITEMS:

- a. 74-206.(c) To acquire an interest in real property not owned by a public agency.
- 74-206.(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.
- 74-206.(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion by Malloy to enter into Executive Session pursuant to Idaho Code 744-206 (c) To acquire an interest in real property not owned by a public agency, 74-206 (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, and 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and that the session will last approximately 18 minutes.

Second by Westlund.

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

Motion Carried

Entered into Executive Session at 6:33 PM

Exited Executive Session at 7:08 PM

RETURN TO REGULAR SESSION

ADJOURNMENT

7:08 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Accounts Payable 07/16/25 - 08/06/25

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 August 6, 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,880,794.17 to be dated August 6, 2025. The Hand Check Accountability is for hand checks issued July 10 – July 24, 2025, and total \$236,407.65.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$2,117,201.82

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run 07.24.25
2. Check Run 07.24.25 Manual Ck
3. Hand Check Accountability for 08.06.25 check run

Post Falls Check Approval



City of Post Falls

Packet: APPKT16326 - Check Run 07.24.25
Vendor Set: 01 - Vendor Set 01

Check Date: 8/6/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN15132	JCW Construction, LLC						
APMWB	Check			BOND REFUND - 3	BOND REFUND - 3914 E. EARLY DAWN	001-22115	5,475.00
VEN14620	Our Lady of Victory School						
APMWB	Check			107742	Trailhead Deposit Return	001-22080	250.00
VEN11835	SORBONNE HOMES LLC						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 1750 N. BENHAM	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 2324 W. MALAD	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 2174 W. PLATTE	001-22115	2,000.00
Balance Sheet Accounts Total:							11,725.00
Dept: 411 Mayor & Council							
P220	Post Falls Area Chamber of Commerce						
APMWB	Check			71584	Connect4Lunch (Randy Westlund)	001-411.0000.64010	25.00
				71312	May Connect4Lunch (Randy Westlund)	001-411.0000.64010	25.00
Dept 411 Total:							50.00
Dept: 412 Information Systems							
C140	CDW Government Inc.						
APMWB	Electronic Funds Transf			AE6EV6F-A	Firewalls for City Hall and PD	001-412.0000.80010	297.06
Dept 412 Total:							297.06
Dept: 414 Finance							
A4280	Alpine Summit CPAs						
APMWB	Check			14225	GENERAL PROC. FY24 Audit: General SF	001-414.0000.62091	1,576.25
B091	BDS						
APMWB	Check			101076	Delinquent Notices	001-414.1445.62170	169.30
				101408	Utility Billing	001-414.1445.62170	6,363.92
				101076	Delinquent Notices	001-414.1445.62190	427.07
				101408	Utility Billing	001-414.1445.62190	4,031.29
C291	Coeur d' Alene Press						
APMWB	Check			0000034896-04302	CDA#14201 NOPH Update to Fee Resolutio	001-414.0000.62000	24.12
				0000034896-04162		001-414.0000.62000	35.72
Dept 414 Total:							12,627.67
Dept: 415 City Clerk							
V040	ODP Business Solutions						
APMWB	Check			424722252001	Office Supplies-City Clerk	001-415.0000.63060	9.28
Dept 415 Total:							9.28
Dept: 418 Human Resources							
A1190	A Drug Free Alliance						
APMWB	Check			95641	DOT Drug Testing	001-418.4000.72070	55.00
				96993		001-418.4000.72070	140.00
				94769		001-418.4000.72070	835.00
				95348		001-418.4000.72070	860.00
				96727		001-418.4000.72070	840.00
Dept 418 Total:							2,730.00
Dept: 421 Police							
A0690	AccessData Corp						
APMWB	Check			11672221	PD Shredder Services	001-421.0000.62040	74.18
VEN04619	Advanced Hot Wash						

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	2175	PD Window Washing	001-421.0000.68010	1,400.00
A236	Alexander Clark Graphics				
APMWB	Check	28815	PD Uniform Citations	001-421.0000.63290	546.75
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transfr	212570	PD Intent to Impound Stickers	001-421.0000.63290	474.05
		212621	PD Parking Citations	001-421.0000.63290	469.11
A0901	AT&T Mobility				
APMWB	Check	567981	PD Investigation Services	001-421.0000.63920	175.00
A600	Awards Etc.				
APMWB	Electronic Funds Transfr	20240827	PD Years of Service Plaque	001-421.0000.63060	70.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transfr	INUS354821	New Builds Fleet 3 & Pro Licenses	001-421.0000.90020	28,131.39
VEN14905	Car Wash Plaza				
APMWB	Check	1466	PD Car Wash Services - June	001-421.0000.67170	100.00
C291	Coeur d' Alene Press				
APMWB	Check	0000038320-07052	PD Auction Notice	001-421.0000.62000	28.79
C220	Coleman Oil Co				
APMWB	Check	CP-0276676	Gas E10 87 Regular	001-421.0000.64030	6,473.04
VEN14742	Concept Seating Division				
APMWB	Check	139379	Dispatch Chair Maintenance	001-421.0000.63060	223.84
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfr	15654	PD Water Dept Building Key	001-421.0000.68010	3.99
VEN15129	Custom Shrink Wrap Express				
APMWB	Check	386	PD Vehicle Shrink Wrap for Investigation	001-421.0000.63920	468.50
VEN14874	Debra J Salish				
APMWB	Check	25-91	PD Uniform Tailoring - Boyle	001-421.4000.72000	24.00
D070	Dell Marketing LP				
APMWB	Check	1082516458	Annual Microsoft 365 renewal	001-421.0000.66043	37,535.00
F070	Fire Safety Specialists				
APMWB	Check	27489	PD Vehicles Fire Extinguisher Maintenance	001-421.0000.68010	399.45
		27492	PD Fire Extinguisher Maintenance	001-421.0000.68010	150.00
G020	Galls, LLC				
APMWB	Electronic Funds Transfr	031807613	PD Uniform Polos	001-421.4000.72000	169.28
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1160596	PFPD122 Tires	001-421.0000.67190	532.00
		197-1160440	PFPD121 Tires	001-421.0000.67190	537.00
		197-1160399	PFPD140 Tires	001-421.0000.67190	569.00
		197-1160595	PFPD157 Tires	001-421.0000.67190	573.00
I153	Idaho State Police				
APMWB	Check	IN3530	Quarterly ILETS Fees, July - Sept 2025	001-421.0000.67310	18,762.50
VEN15122	Interstate All Battery Spokane 9270				
APMWB	Check	1927001000096	PD Batteries	001-421.0000.63130	868.50
		1927001000035		001-421.0000.63130	145.52
VEN01329	iWorQ Systems				
APMWB	Check	212740	PD Annual Software Support	001-421.0000.62040	500.00
J07050	John E Reid & Assoc., Inc				
APMWB	Check	XSIANXTO-0001	PD Training Registration - Sjolie	001-421.0000.64020	630.00
L0195	Language Line Services				
APMWB	Electronic Funds Transfr	11655848	PD Interpretation Services	001-421.0000.62040	140.45
L070	LexisNexis Matthew Bender				
APMWB	Check	45915067	PD ID Code 2025 Supplements	001-421.0000.63010	81.10
		45915075		001-421.0000.63010	606.83
VEN15006	Maverick Data Systems				
APMWB	Check	485	Warrant Builder renewal	001-421.0000.62040	2,250.00
M0613	MdE, Inc.				
APMWB	Check	1270	PD ADORE Software Renewal	001-421.0000.62040	913.00
VEN14015	Midway Hyundai				
APMWB	Check	187775	PFPD121 Tires Mount & Balance	001-421.0000.67170	228.95
		187741	PFPD123 Tires Mount & Balance	001-421.0000.67170	99.95
		187859	PFPD1 Tires Mount & Balance	001-421.0000.67170	99.95
		187715	PFPD122 Tire Servicing	001-421.0000.67170	228.95

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
N001	Napa Auto Parts				
APMWB	Check	348457	PD Shop Disposable Gloves	001-421.0000.67090	16.62
		351454	PFPD121 Refrigerant Filter	001-421.0000.67100	5.45
		349189	PD Core Deposit & Warranty	001-421.0000.67100	-166.98
		348957	PFPD120 Air Filter	001-421.0000.67100	14.58
		348576	PFPD141 Valve Control Arms	001-421.0000.67100	369.11
		350462	PFPD124 Ignition Switch	001-421.0000.67100	62.19
		351450	PD Stock - Refrigerant Cylinder	001-421.0000.67100	264.99
		351245	PFPD143 Wiper Blades	001-421.0000.67100	19.96
		323140	PD Stock Oil Filters	001-421.0000.67100	22.20
		350724	PD Stock - Grease Gun	001-421.0000.67100	26.05
		350574	PD Stock - Batteries	001-421.0000.67100	29.76
		351691	PD Stock - Engine Oil Filters	001-421.0000.67100	34.09
		351707	PD Stock - Butane Fuel, Ethanol Shield	001-421.0000.67100	38.78
		349680	PFPD1 Serpentine Belt	001-421.0000.67100	40.13
		351349	PFPD121 Serpentine Belt	001-421.0000.67100	44.15
		350683	PD Stock - Disc Brake Lube	001-421.0000.67100	16.52
		349682	PFPD1 Water Pump	001-421.0000.67100	73.33
		348958	PD Stock Air Filters	001-421.0000.67100	87.48
		351351	PFPD120 MAF Sensor	001-421.0000.67100	96.52
		350538	PD Stock - Spark Plugs	001-421.0000.67100	105.72
		350512	PFPD126 Blower Motor Wheel & Resistor	001-421.0000.67100	112.65
		351348	PFPD121 Battery & Core Deposit	001-421.0000.67100	144.55
		348373	PD Stock Oil Filters	001-421.0000.67100	149.75
		349742	PFPD121 Brake Pads & Rotors	001-421.0000.67100	164.10
		351243	PFPD121 Compressor	001-421.0000.67100	328.87
		350404	PD Stock Motor Tune-Up Fluid	001-421.0000.67100	50.94
		348735	PD Stock Primary Wires	001-421.0000.67100	18.16
		350799	PD Shop - Air Filters	001-421.0000.67100	18.16
VEN03694	Otis Elevator Company				
APMWB	Check	100401975013	elevator maintenance CH and PD	001-421.0000.68060	706.89
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	55309	PD Applicant Testing	001-421.0000.62040	25.00
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71658	July Connect4Lunch Attendee - Harmon	001-421.0000.64010	25.00
		71657	Connect4Lunch Attendee - Flood	001-421.0000.64010	25.00
		71654	Connect4Lunch Table - July	001-421.0000.64010	125.00
		71683	RCLA Class of 2026 - House	001-421.0000.64020	850.00
VEN14817	Public Safety Psychological Services				
APMWB	Check	5942	PD Applicant Psych Testing	001-421.0000.62040	480.00
		5946	PD Applicant Psych Testing	001-421.0000.62040	480.00
VEN14880	Public Safety Testing, Inc				
APMWB	Check	2025-552	PST Applicant Testing Subscription	001-421.0000.62040	702.00
S0760	Seltice Laundry				
APMWB	Check	8/513	PD VOPs Car Wash	001-421.0000.67170	7.88
		8/650	PD VOPs Car Wash - April	001-421.0000.67170	7.88
		8/555	PD VOPs Car Wash - January	001-421.0000.67170	7.88
		8/558	PD VOPs Car Washes - May	001-421.0000.67170	15.76
		8/640	PD VOPs Car Washes - June	001-421.0000.67170	15.76
		8/647	PD VOPs Car Wash - March	001-421.0000.67170	7.88
VEN15092	Shaw Concepts LLC				
APMWB	Check	GO-68	Shaw Concepts SRT Armor	001-421.0000.67020	9,150.97
S275	Solar Eclipse				
APMWB	Check	55754	PFPD170 Window Replacement	001-421.0000.67100	369.00
		55717	Bed boxes and covers PFPD170 & PFPD18	001-421.0000.90020	2,947.45
		55678		001-421.0000.90020	2,947.45
U0010	ULINE				
APMWB	Check	194472134	PD First Aid Kits	001-421.0000.63110	1,117.64
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2025/07/0778	Dispatch Class A Uniforms	001-421.4000.72000	327.85
W180	Western States Equipment				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	IN003241020	PD Generator Maintenance	001-421.0000.68050	436.80
Dept 421 Total:					127,649.99
Dept: 423 Oasis					
VEN14036	Amendola Doty & Brumley				
APMWB	Check	CV28-25-2936	VSU Client Legal Services	001-423.1153.68400	1,495.00
		CV28-23-1142		001-423.1153.68400	1,495.00
		CV28-23-1142a	VSU Legal Services	001-423.1153.68400	1,495.00
VEN15054	Schwartz/Gillihan, P.C.				
APMWB	Check	04325	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					5,980.00
Dept: 424 Legal					
VEN15085	International Minute Press				
APMWB	Check	3540	Casey businesss cards	001-424.0000.63060	31.00
L070	LexisNexis Matthew Bender				
APMWB	Check	45914176	ID Code Supp Books	001-424.0000.63010	606.93
		04325694	Late fees	001-424.0000.63010	4.00
		45914168	Court Rule Books	001-424.0000.63010	81.10
		45785791	ID Code Books	001-424.0000.63010	310.31
VEN14845	Smith & Malek, PLLC				
APMWB	Electronic Funds Transfr	58229	PF & CDA vs KC Treasury	001-424.0000.62040	4,675.78
Dept 424 Total:					5,709.12
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0276676	Gas E10 87 Regular	001-427.0000.64030	187.23
Dept 427 Total:					187.23
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	100437	SYNFLEX NON-CONDUCTIVE. SAE 100R7001-431.0000.68100		161.61
		100077	7600 OMP 3/8 in. X 100 ft. Premium Duty Hc001-431.0000.68100		256.45
		100340	CAMLOK AL, 3' M CAM X FPT	001-431.0000.68130	13.64
VEN05261	CDA PAVING				
APMWB	Check	107086	DUMPING-ASPHALT MIXED W/ GRAVEL-S001-431.0000.68130		26.00
		106950	Dumping - Asphalt/Gravel Mixed	001-431.0000.68130	44.75
		106903	Dumping Asphalt/Gravel Mixed	001-431.0000.68130	56.75
		106844		001-431.0000.68130	17.88
VEN01373	Intermountain Sign & Safety				
APMWB	Check	21005	Yellow Chip Seal Markers, Double Sided, Dc001-431.0000.68100		360.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transfr	1064251	Asphalt for Woodland Prep	001-431.0000.68130	290.88
		Spokane St. Rehab	Spokane St. Rehab Interstate Pay App #4 Ar001-431.1811.95040		520,475.55
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0186683	Seltice Way Rehab JUB Invoice June 2025	001-431.0000.95040	6,906.60
VEN14930	National Safety Inc				
APMWB	Check	0760313-IN	Uniform shirts - JR Young	001-431.4000.72000	58.65
N0991	Norco Inc				
APMWB	Check	0044080768	NITRILE PALM GLOVE GRAY/BLACK 2X-L001-431.0000.63110		52.42
		0044018761	Nitrile Gloves	001-431.0000.63110	63.21
		0044122149	NITRILE PALM GLOVE GRAY/BLACK X-LA001-431.0000.63110		63.21
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	10379	Asphalt for Woodland Prep	001-431.0000.68130	149.48
		10306	Asphalt for Paving & Manhole Repairs	001-431.0000.68130	2,852.70
		10326	Asphalt for Manhole repairs	001-431.0000.68130	702.26
		10306	Asphalt for Paving & Manhole Repairs	001-431.0000.68130	2,477.52
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71695	River City Leadership Class of 2026 (Rhond001-431.0000.64020		850.00
VEN02884	Rodda Paint				
APMWB	Check	45258879	M-247 Type 1 Beads	001-431.0000.68100	1,224.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
R251	Serights Ace Hardware				
APMWB	Check	368386/1	NAILS BOLTS NUTS	001-431.0000.63260	11.58
		368392/1	COIL CHAIN STL3/16"X250'	001-431.0000.63260	138.53
		368363/1	MEASURNG WHL DIGITAL 12"	001-431.0000.67090	89.97
		368403/1	PROPANE	001-431.0000.68100	12.18
		368259/1		001-431.0000.68100	22.62
		368420/1		001-431.0000.68100	19.14
		368281/1	BUCKET LID PLST WH 12"	001-431.0000.68130	52.81
		368113/1	Tape Measure - Propane	001-431.0000.68130	36.35
		368332/1	PROPANE	001-431.0000.68130	35.09
		368258/1		001-431.0000.68130	29.00
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	156137917-001	RAIN BIRD NOZZLE HALF CIRCLE 5 FT. 1	001-431.0000.68130	1.04
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240153485-00	Washers & nuts	001-431.0000.63260	22.62
Dept 431 Total:					537,574.49
Dept: 433 Facility Maintenance					
VEN04619	Advanced Hot Wash				
APMWB	Check	2176	exterior window washing at City Hall	001-433.0000.68015	2,136.00
S0760	Seltice Laundry				
APMWB	Check	8.527	Laundry service	001-433.0000.63160	60.77
		8.551		001-433.0000.63160	62.53
		8.543		001-433.0000.63160	52.11
		8.552		001-433.0000.63160	46.46
		8.635		001-433.0000.63160	19.19
		8/497		001-433.0000.63160	22.55
		8.542		001-433.0000.63160	29.16
		8/495		001-433.0000.63160	29.58
		8.643		001-433.0000.63160	30.50
		8.644		001-433.0000.63160	33.56
		8.536		001-433.0000.63160	49.63
		8.550		001-433.0000.63160	33.92
		8.538		001-433.0000.63160	34.51
		8.632		001-433.0000.63160	36.52
		8.630		001-433.0000.63160	36.08
		8.537		001-433.0000.63160	37.72
		8.539		001-433.0000.63160	37.80
		8.535		001-433.0000.63160	38.03
		8.530		001-433.0000.63160	38.26
		8.549		001-433.0000.63160	38.65
		8.548		001-433.0000.63160	39.56
		8.636		001-433.0000.63160	39.64
		8/496		001-433.0000.63160	39.95
		8.533		001-433.0000.63160	41.34
		8.532		001-433.0000.63160	42.71
		8.531		001-433.0000.63160	37.66
R251	Serights Ace Hardware				
APMWB	Check	366118.1 c	Paid twice 366118.1 & 366118/1	001-433.0000.63150	-10.06
		367632/1	picture supplies	001-433.0000.63730	55.39
		367866/1	misc	001-433.0000.63730	11.02
		367930/1	HVAC supplies	001-433.0000.68030	50.08
T074	Thermal Supply				
APMWB	Check	8400121	hvac supplies	001-433.0000.68030	290.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	551682	paper supplies CH and PD	001-433.0000.63140	340.49
		551681	cleaning supplies CH and PD	001-433.0000.63150	255.48
Dept 433 Total:					4,136.79

Dept: 434 Fleet Maintenance
[VEN14736](#) Cintas Corporation No. 3

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	4236724057	Fleet Laundry & Rug Service	001-434.0000.63160	89.02
		4235963259	Fleet Uniform & Rug Service	001-434.0000.63160	99.32
		4237447066	Fleet laundry & Rug Service	001-434.0000.63160	99.32
VEN03826	FMI Equipment				
APMWB	Check	SPK-1014361	Inner Air Filter - P310	001-434.0000.63012	226.08
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1160336	Tires for S234	001-434.0000.67190	2,802.64
		197-1160639	Tires for P477	001-434.0000.67190	934.96
		197-1160505	Service call to install Tires - S234	001-434.0000.67190	171.00
N001	Napa Auto Parts				
APMWB	Check	352357	PREM/TR HYD/OIL FL 1G () - F101	001-434.0000.63011	20.78
		350680	Lubricants	001-434.0000.63011	14.53
		351254	FILTER STOCK	001-434.0000.63011	16.73
		352376	Filter Stock	001-434.0000.63011	20.94
		350549	BAT 18MO WTY BAT (T34)	001-434.0000.63011	281.56
		352376	Filter Stock	001-434.0000.63012	20.94
		350524	Coolant Reservoir, radiator cap, heater hose	001-434.0000.63012	238.90
		350680	Lubricants	001-434.0000.63012	14.52
		351254	FILTER STOCK	001-434.0000.63012	16.74
		350340	Brake Rotor & Pads - P123	001-434.0000.63012	175.99
		350722	Return of Radiator Cap from inv# 350524	001-434.0000.63012	-5.58
		351254	FILTER STOCK	001-434.0000.63013	14.34
		350680	Lubricants	001-434.0000.63013	12.45
		352376	Filter Stock	001-434.0000.63013	19.71
		352380	NAPA Gloves	001-434.0000.63110	180.00
		350247	Lithium Batteries	001-434.0000.67090	5.90
B100	Owen Equipment Company				
APMWB	Check	131285	Sublet Repair of S556	001-434.0000.67170	493.76
P1001	Pape Machinery				
APMWB	Check	16266182	FILTER FUEL - S567	001-434.0000.63011	146.04
P180	Perfection Tire				
APMWB	Check	1093306	5111161 20X10.00-10/4 CARLISLE TURF S	001-434.0000.67190	473.04
R060	Ragan Equipment Co.				
APMWB	Check	01-172195	Pivot Mount - P474	001-434.0000.63012	98.11
		01-172194	Parts for P481	001-434.0000.63012	75.48
VEN07942	RWC International LTD				
APMWB	Check	RA106015435 01	Sublet Repair - S234	001-434.0000.67170	583.34
T106	Titan Truck Equipment				
APMWB	Check	1383967	Adjustable Hitch	001-434.0000.63011	1,380.94
VEN13040	Turf Star Western				
APMWB	Check	INV099982	Brake pads and small parts - P464	001-434.0000.63012	2,658.54
Dept 434 Total:					11,380.04
Dept: 441 Urban Forestry					
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE217451	Urban Forestry Hardware	001-441.0000.68170	234.23
		IDCOE216088	Hardware for Urban Forestry	001-441.0000.68170	6.53
VEN05363	North 40 Outfitters				
APMWB	Check	051695/E	TOWING HOOK WELD-ON Excavator Buck	001-441.0000.67010	61.92
R251	Serights Ace Hardware				
APMWB	Check	368256/1	Small Equipment Oil	001-441.0000.66190	31.97
		368303/1	Tools for Urban Forestry	001-441.0000.67090	45.88
U040	United Electrical				
APMWB	Check	23337	Forestry nursery irrigation timer	001-441.0000.62040	1,150.00
Dept 441 Total:					1,530.53
Dept: 442 Cemetery					
VEN05261	CDA PAVING				
APMWB	Check	107085	Gravel	001-442.0000.68170	373.48
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2408011	Shirley Hein	001-442.0000.63760	319.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN15131	Michael and/or Noreen Schelstrate				
APMWB	Check	07.10.25	Cemetery buy back	001-442.1670.33307	125.00
R251	Serights Ace Hardware				
APMWB	Check	368153/1	Side grinder/gloves	001-442.0000.67090	122.48
W230	Wilbert Precast Inc.				
APMWB	Check	338479-1	Selby	001-442.0000.63760	1,267.00
		341440-1	Minnie Hutchison	001-442.0000.63760	518.60
		344471-1	Danny Varner	001-442.0000.63760	473.45
		340705-1	Robert Hutchison	001-442.0000.63760	473.45
		340698-1	Arthur Hutchison	001-442.0000.63760	473.45
		342763-1	Averitt-Campbell	001-442.0000.63760	473.45
Dept 442 Total:					4,619.36
Dept: 443 Parks					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	100353	LOCK AND LUBE COUPLER	001-443.0000.67030	30.71
A5189	Aspen Nursery				
APMWB	Check	051625	Plants for Parks	001-443.0000.68190	1,236.40
		042525	Tree for Parks	001-443.0000.68190	323.95
		0516253	Flowers for Park	001-443.0000.68210	1,089.20
		0516252	Flowers for Parks	001-443.0000.68210	258.60
C291	Coeur d' Alene Press				
APMWB	Check	0000033814-03192	CDA#14065 Bids Warren Park Frontage - Im	001-443.0000.62000	140.44
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE215856	GmTerm Earmuff	001-443.0000.63110	116.49
		IDCOE219614	Parks First Aid Kit Restock	001-443.0000.63110	28.76
		IDCOE219380	Burn Packets 5Ct for First Aid Kit	001-443.0000.63110	8.87
		IDCOE214712	Parks Hardware	001-443.0000.67030	11.91
		IDCOE219972		001-443.0000.67030	16.06
		IDCOE220151		001-443.0000.67030	8.05
		IDCOE217397		001-443.0000.67030	116.29
		IDCOE220439		001-443.0000.67030	47.76
		IDCOE219231	First Aid Restock	001-443.0000.67030	47.46
		IDCOE218250	Parks Hardware	001-443.0000.67030	163.77
		IDCOE219049		001-443.0000.67030	30.54
		IDCOE215857	Saw Blades	001-443.0000.67090	68.17
		IDCOE214713	Hardware for Q'emiln Buoys	001-443.1658.62330	34.79
		IDCOE214847	Q'emiln Buoy Hardware	001-443.1658.62330	92.12
H002	H & E Equipment Services Inc				
APMWB	Check	900453416	Lift Rental	001-443.0000.67070	375.70
H1957	Horizon				
APMWB	Electronic Funds Transf	2S238723	Poly Pipe for Construction	001-443.0000.68230	136.36
M140	Modern Glass Company				
APMWB	Check	181797	Repair Kiwanis Restroom Window	001-443.0000.67050	394.00
VEN06705	Most Dependable Fountains INC				
APMWB	Check	INV84839	Drinking Fountain for Syringa Park	001-443.0000.67050	3,560.00
N001	Napa Auto Parts				
APMWB	Check	351259	Small Equipment Part	001-443.0000.66190	37.61
R060	Ragan Equipment Co.				
APMWB	Check	01-172196	Part for a mower	001-443.0000.66190	39.95
R1691	River City Paint & Decorating				
APMWB	Check	RS679	Picnic Table stain for Q'emiln	001-443.1658.62330	271.26
		DLRHC	Stain for Q'emiln Picnic Tables	001-443.1658.62330	94.98
		JCAPC	Paint for Q'emiln Picnic Tables	001-443.1658.62330	94.98
S0760	Seltice Laundry				
APMWB	Check	8/512	Car Wash usage	001-443.0000.63150	35.41
		8/646	Car Wash usage Automatic Bay -	001-443.0000.63150	40.04
		8/557	Fleet card usage of hand wand bays, 4/26-5/	001-443.0000.63150	26.46
		8/639	Car washes	001-443.0000.63150	21.38
		8/649	Car washes	001-443.0000.63150	19.29
		8/554	Car Washes	001-443.0000.63150	37.45

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	368317/1	Shop Supply	001-443.0000.63080	28.78
		368004/1	Oil for Small Equipment	001-443.0000.66190	62.99
		368116/1	LIGHTED PLUG 15A	001-443.0000.67030	10.79
		367957/1	CONCRETE MIX 60#QUIKRETE	001-443.0000.68170	37.74
		367979/1	Irrigation part for a south park	001-443.0000.68230	6.11
		367961/1	Irrigation Parts for Meadows	001-443.0000.68230	71.64
		368067/1	Y BRASS HOSE W/ SHUTOFF	001-443.0000.68230	125.90
		367939/1	Painting supplies for Q'emiln tables	001-443.1658.62330	26.41
		367910/1	Sand discs for Q'emiln tables	001-443.1658.62330	12.39
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	155701505-001	Irrigation Parts for Stock	001-443.0000.68230	671.35
		155721499-001	Kiwanis irrigation parts	001-443.0000.68230	113.50
		156324336-001	Irrigation parts for North Parks	001-443.0000.68230	98.02
		156259538-001	Irrigation for PD	001-443.0000.68230	16.44
VEN14980	Solid Rock Gate Supply				
APMWB	Check	25757	Sandblast and powder coat bike racks - black	001-443.0000.67050	375.00
VEN15130	Special Olympics Idaho				
APMWB	Check	#115772	Issued Refund for Canceled Reservation	001-443.1639.33396	160.00
U040	United Electrical				
APMWB	Check	23329	Replace damaged ingrade receptacle at the	001-443.0000.67050	2,550.00
VEN03831	Vital Power & Communications				
APMWB	Check	52074071	Repair power to Trailhead	001-443.0000.67050	6,375.77
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	552093	TOILET TISSUE CORELESS 2 PLY 36/100	001-443.0000.63150	785.90
Dept 443 Total:					20,583.94
Dept: 444 Parks - Construction					
VEN05261	CDA PAVING				
APMWB	Check	106845	Warren project concrete disposal	001-444.0000.94180	8.14
		106653	106653	001-444.0000.94180	27.91
C180	Central Pre Mix Concrete				
APMWB	Check	3976204	SONOTUBE 36" for Warren Project	001-444.0000.94180	811.71
H003	H.D. Fowler Company				
APMWB	Check	17047347	Irrigation parts for Warren	001-444.0000.94180	504.21
		17059760	Warren playground fabric	001-444.0000.94180	342.86
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0186600	Warren Park frontage improvements	001-444.0000.94180	12,389.50
VEN14913	LuckyDog Recreation				
APMWB	Check	ID027-4884	Warren park pavilion	001-444.0000.94180	11,828.00
R251	Serights Ace Hardware				
APMWB	Check	368057/1	BAR TIES FOR WARREN	001-444.0000.94180	26.25
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	156033897-001	Irrigation for Warren Project	001-444.0000.94180	2,424.79
		155285049-001	Warren Park Irrigation Parts	001-444.0000.94180	1,335.05
VEN04018	Wm. Winkler Company				
APMWB	Check	PayApp2	Warren Project contracting	001-444.0000.94180	161,085.35
Dept 444 Total:					190,783.77
Dept: 445 Recreation					
VEN14549	DaySmart Recreation				
APMWB	Check	01480119	Dash Subscription % Revenue	001-445.1445.62190	2,916.11
VEN08139	Learning Resources Network, Inc				
APMWB	Check	24915	Membership: Recreation Department	001-445.0000.62060	445.00
V040	ODP Business Solutions				
APMWB	Check	430811210001	Office supplies-Recreation	001-445.0000.63060	92.17
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	107847	Trojan Basketball Camp 2025 Tshirts	001-445.0000.63080	474.15
R251	Serights Ace Hardware				
APMWB	Check	H89167	Youth baseball supplies	001-445.0000.63080	26.70
VEN15105	STIIX LLC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	000181	Stem Projects for Camp	001-445.0000.63080	2,270.00
Dept 445 Total:					6,224.13
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000038067-06252	(Public Hearing Notice Villa Point North VAC-	001-451.0000.62000	165.92
		0000038467-07102	(Public Hearing Notice G2 Development	001-451.0000.62000	419.60
		0000038462-07102	(Public Hearing Notice River City Corners	001-451.0000.62000	340.81
VEN15085	International Minute Press				
APMWB	Check	3538	Justin Sauder Business Cards	001-451.0000.63000	31.00
		3667	Business Cards - Jon Manley	001-451.0000.63000	31.00
V040	ODP Business Solutions				
APMWB	Check	424722252001	Office Supplies-City Clerk	001-451.0000.63000	11.09
		424759486001	Office supplies-Planning	001-451.0000.63000	38.67
Dept 451 Total:					1,038.09
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	101408	Utility Billing	001-452.0000.62040	50.00
Dept 452 Total:					50.00
Dept: 453 Engineering					
VEN15085	International Minute Press				
APMWB	Check	3539	INV #3539 - BUSINESS CARDS (JOE)	001-453.0000.63060	31.00
VEN14810	Jett Concrete Inc				
APMWB	Check	516	Construction of new ADA Ramps	001-453.0000.90010	6,600.00
R251	Serights Ace Hardware				
APMWB	Check	367763/1	NAILS BOLTS NUTS	001-453.0000.63060	2.85
		368226/1	Measuring Wheel	001-453.0000.63530	36.49
Dept 453 Total:					6,670.34
Dept: 481 Capital Improvements/Contracts					
VEN03694	Otis Elevator Company				
APMWB	Check	100401975013	elevator maintenance CH and PD	001-481.0000.68060	706.89
Dept 481 Total:					706.89
Fund 001 Total:					952,263.72
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN15095	Empathy Inc				
APMWB	Check	1336	Stairmaster 8GX	003-482.4000.73000	9,342.30
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71696	River City Leadership Class of 2026 (Saman	003-482.0000.64020	850.00
VEN15133	Spokane Indians Baseball Club				
APMWB	Check	00032281	Spokane Indians game employee event ticke	003-482.0000.73020	54.00
Dept 482 Total:					10,246.30
Fund 003 Total:					10,246.30
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
VEN10854	Cellebrite Inc.				
APMWB	Electronic Funds Transf	INVUS287377	CASA Class Registration - Cope	007-425.0000.64020	2,900.00
Dept 425 Total:					2,900.00
Fund 007 Total:					2,900.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
C140	CDW Government Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	AE6EV6F-A	Firewalls for City Hall and PD	008-426.0000.80010	297.06
Dept 426 Total:					297.06
Fund 008 Total:					297.06
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	230061 14	Black Bay Parking Lot Management Service	011-491.0000.95015	4,344.40
U040	United Electrical				
APMWB	Check	23335	Electrical service to Parks Corp. Yard	011-491.0000.95015	18,875.00
Dept 491 Total:					23,219.40
Fund 011 Total:					23,219.40
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN05894	FCS Group				
APMWB	Check	4137-22506039	Long Range Financial Plan and Analysis	017-410.0000.62040	5,615.00
VEN13951	SCJ Alliance				
APMWB	Check	81379	Project 24-000617 Post Falls 2025 Comp Pl	017-410.0000.62040	12,549.77
		81782	Project 24-000617 Post Falls 2025 Comp Pl	017-410.0000.62040	15,462.11
Dept 410 Total:					33,626.88
Fund 017 Total:					33,626.88
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
A365	American On-Site Services				
APMWB	Check	I79108	Festival Graywater Removal	023-446.1601.65050	155.00
		C426	Broken Handwash station credit	023-446.1601.65050	-140.00
		I78685	Triathlon Sanitation	023-446.1602.63000	495.00
		78685	Sanitation for the Triathlon	023-446.1602.63000	495.00
C029	Calvary Lutheran Church				
APMWB	Check	001	Porta Potties--Car show	023-446.1601.65050	375.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	107846	Post Falls Festival	023-446.1601.62001	222.32
Dept 446 Total:					1,602.32
Fund 023 Total:					1,602.32
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT					
Dept: 442 Cemetery					
VEN15131	Michael and/or Noreen Schelstrate				
APMWB	Check	07.10.25	Cemetery buy back	029-442.1670.39315	125.00
Dept 442 Total:					125.00
Fund 029 Total:					125.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	June 2025	Impact Fees for June 2025	034-428.0000.33117	-340.00
				034-428.0000.62040	12,710.04
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	June 2025	Impact Fees for June 2025	034-428.0000.33117	-680.00
				034-428.0000.62040	108,264.63
Dept 428 Total:					119,954.67
Fund 034 Total:					119,954.67

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
VEN14810	Jett Concrete Inc						
APMWB	Check		516	Construction of new ADA Ramps	037-431.0000.95134		6,600.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transfr		0186546	TMP Updates	037-431.0000.80290		21,951.00
Dept 431 Total:							28,551.00
Fund 037 Total:							28,551.00
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							
VEN14866	CDN Fence Company LLC						
APMWB	Check		509797	Install 330 feet of fence at Hastings property	038-443.0000.94170		23,735.00
VEN12724	Civitas, Inc						
APMWB	Check		27514	Black Bay Park Master Plan	038-443.0000.94070		5,838.66
VEN07815	LaRiviere, Inc						
APMWB	Electronic Funds Transfr		PayApp6	Rick Noordam Community Garden CO5 & R	038-443.1667.95520		9,106.42
Dept 443 Total:							38,680.08
Fund 038 Total:							38,680.08
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check		147098	July monthly samples	650-463.0000.68360		1,535.00
			146467	June 2025 Monthly Comps	650-463.0000.68360		1,080.00
A228	A-L Compressed Gases, Inc.						
APMWB	Check		0003053837	High Pressure	650-463.0000.68025		8.79
A424	Anatek Labs, Inc.						
APMWB	Check		2515253	Surface Water Testing	650-463.0000.68360		595.00
			2515254	Surface Water Testing	650-463.0000.68360		945.00
VEN03129	Barr Tech LLC						
APMWB	Check		10537	Bio Solids Disposal June 2025 24 loads	650-463.0000.62150		62,371.69
VEN04450	BDP Industries						
APMWB	Check		IN001451	Bearing Housing, Bearings, Seals	650-463.0000.68025		1,084.55
VEN14736	Cintas Corporation No. 3						
APMWB	Check		42359670	WWTP Uniforms	650-463.4000.72000		185.11
			4237447189	TSHIRT/SHP/CARHRTT/M/HTRGY/SS-RC	650-463.4000.72000		185.14
			4236724202	WWTP Uniforms	650-463.4000.72000		188.09
			4235273006	WWTP Uniforms	650-463.4000.72000		176.87
C3090	Columbia Electric Supply						
APMWB	Check		1120-1021714	NATR box	650-463.0000.68025		2,788.14
VEN03032	DIVCO						
APMWB	Check		SVC104466	UB2 HVAC Repairs	650-463.0000.68010		294.00
			SVC103944	AC repair in the Lab	650-463.0000.68010		2,280.42
VEN11814	Field Instruments & Controls, Inc						
APMWB	Check		INV39846	level transducer - step screen	650-463.0000.68025		1,595.35
G098	Grainger						
APMWB	Check		9579702086	DRUM SPILL CNTNMNT PALLET,6 DRUM,	650-463.0000.63000		980.17
			9565306470	SPILL PLATFORM,W/DRAIN,30 GAL,2 DRL	650-463.0000.63110		342.13
			9568246830	FIRE HOSE ADAPTER,STRAIGHT	650-463.0000.68025		264.76
			9567134722	WWTP Supplies	650-463.0000.68025		221.92
			9573447514		650-463.0000.68025		179.14
			9568950951	PRESSURE REGULATOR, HEXKEYST	650-463.0000.68025		114.08
			9568246814	FIRE HOSE ADAPTER	650-463.0000.68025		103.18
			95673000794	WWTP Supplies	650-463.0000.68025		124.40
			9566748050	MANUAL 2-WAY BALL VALVE	650-463.0000.68025		101.92
VEN14900	GSM Engineered Fabrics, LLC						
APMWB	Check		INVGSM8155	BDP belts	650-463.0000.68025		5,958.20
H1957	Horizon						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14616	Electronic Funds Transf	2S238238	WWTP Supplies	650-463.0000.68010	418.82
APMWB I2731	Check	1380093	SCADA license	650-463.0000.66012	4,226.00
APMWB J105	Electronic Funds Transf	2025-1068	Mag Deliveries	650-463.0000.63008	8,892.00
APMWB K0037	Electronic Funds Transf	0186565	Hopper Project CMS per contract signed by I	650-463.3125.95520	1,918.70
APMWB	Electronic Funds Transf	0143406	Ditch 5 ax mixer motor 7.5hp	650-463.0000.68025	2,722.55
M113		0143454	ditch 5 ax mixer motor	650-463.0000.68025	2,756.98
APMWB N001	Check	97299454	SKF Seals	650-463.0000.68025	176.00
APMWB	Check	047797	Battery	650-463.0000.68025	408.30
		049416	WWTP Shop Supplies	650-463.0000.68025	35.46
		350581	Concentrate ZRX	650-463.0000.68025	134.82
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5192687	Lab Supplies	650-463.0000.63400	1,074.38
		5192490	Buffer Preservative 60mL BT	650-463.0000.63400	70.31
O040	Overhead Door Company				
APMWB O050	Check	584613	Plant overhead door service work	650-463.0000.68010	1,635.40
APMWB	Electronic Funds Transf	0032374377	Sodium Bisulfite	650-463.0000.63008	3,627.25
		0032363017	Sodium Hypochlorite	650-463.0000.68820	962.25
		0032374376	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	2,569.00
P180	Perfection Tire				
APMWB P4900	Check	1092592	Oil Change T123	650-463.0000.67170	107.89
APMWB VEN12936	Check	11832	Slusge feed pump	650-463.0000.68025	23,392.00
APMWB R251	Check	INV-00439	Pinch valve motor	650-463.0000.68025	2,525.00
APMWB	Check	368075/1	WWTP Supplies	650-463.0000.68025	171.28
		368178/1		650-463.0000.68025	57.36
		368145/1		650-463.0000.68025	53.46
		368076/1	CAP PVC SCH40	650-463.0000.68025	5.72
		367749/1	Cleaning Supplies WWTP	650-463.0000.68025	23.55
		270566/2	Poly Tube	650-463.0000.68025	133.00
		368029/1	WWTP Supplies	650-463.0000.68025	109.17
		367890/1	Air Filter	650-463.0000.68025	13.48
		367836/1	Box Fan	650-463.0000.68025	21.59
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB VEN10028	Electronic Funds Transf	11848644	PCB analysis	650-463.0000.68360	3,078.00
APMWB A565	Check	1394	radar install	650-463.0000.68025	2,601.58
APMWB VEN15117	Check	156258723-001	HUNTER MP ROTATOR MP3000 NOZZLE	650-463.0000.68010	182.62
APMWB U1006	Check	211027JR3282	Storage container	650-463.0000.68025	4,880.00
APMWB	Check	53165266	Caustic Soda Deliveries	650-463.0000.63008	4,696.00
		53139163		650-463.0000.63008	4,898.50
		53137683	Aluminum Sulfate for Tertiary Operations	650-463.0000.63490	6,802.48
		53152741		650-463.0000.63490	6,775.28
		53182156		650-463.0000.63490	6,753.52
		53111819		650-463.0000.63490	6,840.56
		53108064		650-463.0000.63490	6,987.44
U145	USAB				
APMWB	Check	INV00768653	LDPE Dropping Bottle with PP Spout	650-463.0000.63400	8.70
		INV00768222	Lab Supplies	650-463.0000.63400	1,346.23
		INV00747384	UVT probe	650-463.0000.68025	2,710.57

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
W0226	Walter E Nelson Co						
APMWB	Electronic Funds Transf			552463	GERMICIDAL ULTRA BLEACH 1 GAL 6/CS	650-463.0000.63000	38.45
				551409	Lab Supplies	650-463.0000.63400	110.51
				551911	WIPER KIMTECH SCIENCE KIMWIPES	650-463.0000.63400	279.30
				551444	Lab Supplies	650-463.0000.63400	184.50
W180	Western States Equipment						
APMWB	Check			IN003249470	TROUBLESHOOT - GENERATOR	650-463.0000.68025	273.00
				IN003257939	Generator repair	650-463.0000.68025	1,593.40
				IN003258012	Generator service	650-463.0000.68025	1,766.37
Dept 463 Total:							204,751.78
Dept: 466 Wastewater - Collections							
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			240451-7	SH-41 & Poleline Sewer Ardurra Invoice Jun	650-466.3221.68400	4,742.30
A497	Arrow Construction Supply, Inc						
APMWB	Check			433644	Marking Paint	650-466.0000.63000	268.83
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4237447189	TSHIRT/SHP/CARHRTT/M/HTRGRY/SS-RC	650-466.4000.72000	185.14
C3090	Columbia Electric Supply						
APMWB	Check			1120-1021795	Electric Tape	650-466.0000.63000	66.73
				1120-1021725	24 Volt Relay, Screwdriver	650-466.0000.67090	128.87
F020	Fastenal Company						
APMWB	Electronic Funds Transf			IDCOE219546	Ohio Match LS Supplies	650-466.0000.63006	235.93
				IDCOE216133	WWTP Shop Supplies	650-466.0000.63006	124.92
				IDCOE219201		650-466.0000.63006	134.52
I129	Idaho Rural Water Assoc.						
APMWB	Check			E7462	Wastewater Collection I/II Certification Revie	650-466.0000.64020	240.00
N001	Napa Auto Parts						
APMWB	Check			350757	Seltice LS Generator Service	650-466.0000.68021	70.52
P180	Perfection Tire						
APMWB	Check			1092551	Oil Change T113	650-466.0000.67170	83.69
				1092670	Oil Change T120	650-466.0000.67170	107.89
				1092785	Cooper Tires T113	650-466.0000.67170	889.56
P4900	Pumptech, Inc						
APMWB	Check			10867	.Wide River replacement pumps	650-466.3104.68400	7,396.00
VEN12936	Rocky Mountain Valve & Automation, Inc						
APMWB	Check			INV-00519	duck bill check valve	650-466.0000.63000	1,573.60
R251	Serights Ace Hardware						
APMWB	Check			368078/1	Hose Clamps	650-466.0000.63000	32.28
				367800/1	Silicone & Caulkgun	650-466.0000.63000	73.35
				367772/1	Silicone	650-466.0000.63000	70.14
				367637/1	WWT Supplies	650-466.0000.67090	80.02
				368046/1	PLIER PUMP/GROOVE 9.5"	650-466.0000.67090	23.39
VEN05954	Toby's Battery & Auto Electric, LLC						
APMWB	Check			25060761	12V Battery & Charger	650-466.0000.63006	578.90
W2066	Whitney Equipment Co. Inc.						
APMWB	Check			PS-INV112742	PF1 pump replacement	650-466.3104.68400	20,512.16
Dept 466 Total:							37,618.74
Dept: 468 Wastewater - Surface Water							
A090	Accurate Testing Labs LLC						
APMWB	Check			146777	Stormwater Monitoring	650-468.0000.68360	300.00
A133	Adams Tractor Company, Inc.						
APMWB	Check			ATS-3061933	Blade & Pulley	650-468.0000.68380	367.59
VEN14467	CDA Redi Mix & Precast, Inc						
APMWB	Check			97245	Dry Well & Parts	650-468.0000.68380	890.00
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4235273006	WWTP Uniforms	650-468.4000.72000	176.86
				4236724202	WWTP Uniforms	650-468.4000.72000	188.09
				42359670		650-468.4000.72000	185.12
VEN14559	One Call Concepts, Inc						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	APMWB	Check		5065025	Locates	650-468.0000.62320	502.87
			Seirights Ace Hardware				
	APMWB	Check		367865/1	WWTP Supplies	650-468.0000.68380	41.01
				368265/1	BATTERY ALKALINE D 4PK	650-468.0000.68380	19.58
				368257/1	Service Kit, Engine Oil, Auto Cut	650-468.0000.68380	143.84
				367780/1	NOZZLE KIT & DIESEL CAN	650-468.0000.68380	86.37
VEN03968	Wilbur-Ellis Company - Spokane						
	APMWB	Check		17238560	Element & Defoamer	650-468.0000.68220	262.97
Dept 468 Total:							3,164.30
Fund 650 Total:							245,534.82

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
	APMWB	Electronic Funds Transf		0186566	Consultants Subconsultants	651-463.3208.95500	717.75
				186568	Tertiary Upgrade JUB Invoice June 2025	651-463.3213.90015	44,780.11
P050	Panhandle Area Council						
	APMWB	Check		62-PFLM	Tertiary Upgrade PAC Invoice June 2025	651-463.3213.90015	270.00
Dept 463 Total:							45,767.86
Fund 651 Total:							45,767.86

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
	APMWB	Electronic Funds Transf		0186683	Seltice Way Rehab JUB Invoice June 2025	652-463.3229.95520	52,474.60
Dept 463 Total:							52,474.60
Fund 652 Total:							52,474.60

Fund: 700 - SANITATION

Dept: 461 Sanitation							
VEN07913	CANNON HILL						
	APMWB	Check		42776	Wood waste from Warren, UF and Parks Cor	700-461.0000.65050	1,542.00
VEN04268	Coeur d'Alene Garbage Service						
	APMWB	Check		2959856	Dumpsters for Refuge	700-461.0000.65050	498.69
K100	Kootenai County Solid Waste						
	APMWB	Check		09-30289/12-58934	Captured Invoice from Kootenai County Solic	700-461.0000.65050	19.18
				09-30289/12-58843	Big can refuse	700-461.0000.65050	46.79
Dept 461 Total:							2,106.66
Fund 700 Total:							2,106.66

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
	APMWB	Check		146268	Well 8 Plant Tap	750-462.0000.68360	2,025.00
				146648	Water testing	750-462.0000.68360	30.00
				147245		750-462.0000.68360	60.00
				147127	Water Testing	750-462.0000.68360	150.00
				147219		750-462.0000.68360	150.00
				147290	Water testing	750-462.0000.68360	150.00
				146347	Water testing Well 2A	750-462.0000.68360	2,025.00
				147406	BACT T PA Coliform Presence/Absence	750-462.0000.68360	150.00
				146266	Water testing	750-462.0000.68360	465.00
A1395	Advanced Compressor & Hose Inc						
	APMWB	Check		100179	Shop Supplies Water	750-462.0000.63280	924.50
				100166	Shop Supplies Water	750-462.0000.63280	54.55
VEN14551	Andy's Heating & Cooling						
	APMWB	Check		41277804	Well 11 AC Repair	750-462.0000.68010	375.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	41372307	Chemically washed the condenser coil on W	750-462.0000.68010	368.00
		41371372	Commercial Member Labor	750-462.0000.95545	187.50
		41298943		750-462.0000.95545	250.00
B072	BAVCO				
APMWB	Check	340448	Watts 009M2 1" Bolt	750-462.0000.63280	30.10
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012478999	Gate Valve	750-462.0000.63280	143.29
		S012472971	Polymer Meter Box	750-462.0000.63280	2,086.33
H215	Core & Main LP				
APMWB	Check	X145597	Angle Valve	750-462.0000.63280	344.64
		X230919	1" tap adapter	750-462.0000.63280	230.88
		X154545	Brass Gasket	750-462.0000.63280	612.24
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	15660	Water Keys	750-462.0000.68010	82.57
F070	Fire Safety Specialists				
APMWB	Check	27474	Annunal Maintaince Water Dept	750-462.0000.63110	657.50
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1521181	2" Meter 10 Turbo Irrigation Meter	750-462.0000.68235	4,496.00
VEN14482	Gunnerson Consulting and Communication		Site Services, LLC		
APMWB	Check	6506	Services City of Post Falls : Invoice for Cons	750-462.0000.62040	276.25
H003	H.D. Fowler Company				
APMWB	Check	I7052338	2-1/2" CURB BOX REPAIR LID OUTSIDE	750-462.0000.63280	354.20
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0186528	Well #4 JUB Invoice June 2025	750-462.3227.95550	18,866.50
N001	Napa Auto Parts				
APMWB	Check	351427	W120 Water Supplies	750-462.0000.63280	21.64
		350653	Stethoscope	750-462.0000.63280	19.16
VEN14559	One Call Concepts, Inc				
APMWB	Check	5065025	Locates	750-462.0000.62320	215.51
P310	Platt Electric Supply				
APMWB	Check	0Y15444	Created from quote 2330344 BUS LPS-RK-5	750-462.3315.68382	1,206.75
R060	Ragan Equipment Co.				
APMWB	Check	01-172002	PA JDC Jumper Bin: 3B22	750-462.0000.63280	-15.06
		01-171603	PA JDC Switch - Bin: 8K23	750-462.0000.63550	43.18
R251	Serights Ace Hardware				
APMWB	Check	367943/1	Rubber Gloves	750-462.0000.63110	29.68
		368393/1	WOOD SCREWS #9 2-1/2"L	750-462.0000.63280	14.39
		368063/1	Washer Fluid & Car wash soap	750-462.0000.63280	22.91
		367820/1	BOX FAN 20" 3SPD BASIC	750-462.0000.63280	21.59
		367708/1	BREAKER VACUUM BRASS 3/4	750-462.0000.63280	16.18
		367970/1	Freezer Bags - Water sampling	750-462.0000.63280	19.77
VEN06709	Specialty Environmental				
APMWB	Electronic Funds Transf	1496081	Asbestos sampling report	750-462.0000.68360	510.00
S580	Strata				
APMWB	Check	CD2501077-IN	Well #4 - Strata Invoice May 2025	750-462.3227.95550	3,053.75
T118	TPI Embroidery				
APMWB	Check	12434	TJ Work Uniforms	750-462.4000.72000	312.78
VEN15055	WM Welch Corp				
APMWB	Electronic Funds Transf	Well 4 Pay App #5	Well #4 WM Welch Pay App #5 June 2025	750-462.3227.95550	282,196.52
Dept 462 Total:					323,233.80
Fund 750 Total:					323,233.80
Report Total:					1,880,584.17



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-22115	11,475.00
	001-411.0000.64010	50.00
	001-412.0000.80010	297.06
	001-414.0000.62000	59.84
	001-414.0000.62091	1,576.25
	001-414.1445.62170	6,533.22
	001-414.1445.62190	4,458.36
	001-415.0000.63060	9.28
	001-418.4000.72070	2,730.00
	001-421.0000.62000	28.79
	001-421.0000.62040	5,564.63
	001-421.0000.63010	687.93
	001-421.0000.63060	293.84
	001-421.0000.63110	1,117.64
	001-421.0000.63130	1,014.02
	001-421.0000.63290	1,489.91
	001-421.0000.63920	643.50
	001-421.0000.64010	175.00
	001-421.0000.64020	1,480.00
	001-421.0000.64030	6,473.04
	001-421.0000.66043	37,535.00
	001-421.0000.67020	9,150.97
	001-421.0000.67090	16.62
	001-421.0000.67100	2,540.21
	001-421.0000.67170	820.84
	001-421.0000.67190	2,211.00
	001-421.0000.67310	18,762.50
	001-421.0000.68010	1,953.44
	001-421.0000.68050	436.80
	001-421.0000.68060	706.89
	001-421.0000.90020	34,026.29
	001-421.4000.72000	521.13
	001-423.1153.68400	5,980.00
	001-424.0000.62040	4,675.78
	001-424.0000.63010	1,002.34
	001-424.0000.63060	31.00
	001-427.0000.64030	187.23
	001-431.0000.63110	178.84
	001-431.0000.63260	172.73
	001-431.0000.64020	850.00
	001-431.0000.67090	89.97
	001-431.0000.68100	2,056.00
	001-431.0000.68130	6,786.15
	001-431.0000.95040	6,906.60
	001-431.1811.95040	520,475.55
	001-431.4000.72000	58.65
	001-433.0000.63140	340.49
	001-433.0000.63150	245.42
	001-433.0000.63160	1,008.39
	001-433.0000.63730	66.41
	001-433.0000.68015	2,136.00
	001-433.0000.68030	340.08
	001-434.0000.63011	1,881.52
	001-434.0000.63012	3,519.72
	001-434.0000.63013	46.50

001-434.0000.63110	180.00	
001-434.0000.63160	287.66	
001-434.0000.67090	5.90	
001-434.0000.67170	1,077.10	
001-434.0000.67190	4,381.64	
001-441.0000.62040	1,150.00	
001-441.0000.66190	31.97	
001-441.0000.67010	61.92	
001-441.0000.67090	45.88	
001-441.0000.68170	240.76	
001-442.0000.63760	3,998.40	
001-442.0000.67090	122.48	
001-442.0000.68170	373.48	
001-442.1670.33307	125.00	
001-443.0000.62000	140.44	
001-443.0000.63080	28.78	
001-443.0000.63110	154.12	
001-443.0000.63150	965.93	
001-443.0000.66190	140.55	
001-443.0000.67030	483.34	
001-443.0000.67050	13,254.77	
001-443.0000.67070	375.70	
001-443.0000.67090	68.17	
001-443.0000.68170	37.74	
001-443.0000.68190	1,560.35	
001-443.0000.68210	1,347.80	
001-443.0000.68230	1,239.32	
001-443.1639.33396	160.00	
001-443.1658.62330	626.93	
001-444.0000.94180	190,783.77	
001-445.0000.62060	445.00	
001-445.0000.63060	92.17	
001-445.0000.63080	2,770.85	
001-445.1445.62190	2,916.11	
001-451.0000.62000	926.33	
001-451.0000.63000	111.76	
001-452.0000.62040	50.00	
001-453.0000.63060	33.85	
001-453.0000.63530	36.49	
001-453.0000.90010	6,600.00	
001-481.0000.68060	706.89	
Fund 001 Total:	952,263.72	
003 - PERSONNEL BENEFIT POOL		
003-482.0000.64020	850.00	
003-482.0000.73020	54.00	
003-482.4000.73000	9,342.30	
Fund 003 Total:	10,246.30	
007 - DRUG SEIZURE PROGRAM		
007-425.0000.64020	2,900.00	
Fund 007 Total:	2,900.00	
008 - 911 SUPPORT		
008-426.0000.80010	297.06	
Fund 008 Total:	297.06	
011 - FACILITY BUILDING RESERVE		
011-491.0000.95015	23,219.40	
Fund 011 Total:	23,219.40	
017 - ANNEXATION FEES		
017-410.0000.62040	33,626.88	
Fund 017 Total:	33,626.88	
023 - SPECIAL EVENTS		
023-446.1601.62001	222.32	
023-446.1601.65050	390.00	
023-446.1602.63000	990.00	
Fund 023 Total:	1,602.32	
029 - CEMETERY CAPITAL IMPROVEMENT		
029-442.1670.39315	125.00	

		Fund 029 Total:	125.00
034 - KOOTENAI FIRE/EMS IMPACT FEES			
	034-428.0000.33117		-1,020.00
	034-428.0000.62040		120,974.67
		Fund 034 Total:	119,954.67
037 - STREETS IMPACT FEES			
	037-431.0000.80290		21,951.00
	037-431.0000.95134		6,600.00
		Fund 037 Total:	28,551.00
038 - PARKS IMPACT FEES			
	038-443.0000.94070		5,838.66
	038-443.0000.94170		23,735.00
	038-443.1667.95520		9,106.42
		Fund 038 Total:	38,680.08
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62150		62,371.69
	650-463.0000.63000		1,018.62
	650-463.0000.63008		22,113.75
	650-463.0000.63110		342.13
	650-463.0000.63400		3,073.93
	650-463.0000.63490		34,159.28
	650-463.0000.66012		4,226.00
	650-463.0000.67170		107.89
	650-463.0000.68010		4,811.26
	650-463.0000.68025		59,109.07
	650-463.0000.68360		7,233.00
	650-463.0000.68820		3,531.25
	650-463.3125.95520		1,918.70
	650-463.4000.72000		735.21
	650-466.0000.63000		2,084.93
	650-466.0000.63006		1,074.27
	650-466.0000.64020		240.00
	650-466.0000.67090		232.28
	650-466.0000.67170		1,081.14
	650-466.0000.68021		70.52
	650-466.3104.68400		27,908.16
	650-466.3221.68400		4,742.30
	650-466.4000.72000		185.14
	650-468.0000.62320		502.87
	650-468.0000.68220		262.97
	650-468.0000.68360		300.00
	650-468.0000.68380		1,548.39
	650-468.4000.72000		550.07
		Fund 650 Total:	245,534.82
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3208.95500		717.75
	651-463.3213.90015		45,050.11
		Fund 651 Total:	45,767.86
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3229.95520		52,474.60
		Fund 652 Total:	52,474.60
700 - SANITATION			
	700-461.0000.65050		2,106.66
		Fund 700 Total:	2,106.66
750 - WATER OPERATING			
	750-462.0000.62040		276.25
	750-462.0000.62320		215.51
	750-462.0000.63110		687.18
	750-462.0000.63280		4,901.31
	750-462.0000.63550		43.18
	750-462.0000.68010		825.57
	750-462.0000.68235		4,496.00
	750-462.0000.68360		5,715.00
	750-462.0000.95545		437.50
	750-462.3227.95550		304,116.77
	750-462.3315.68382		1,206.75

750-462.4000.72000

	312.78
Fund 750 Total:	323,233.80
Report Total:	1,880,584.17

Post Falls Check Approval



City of Post Falls

Packet: APPKT16324 - Check Run 07.24.25 (manual cks)
Vendor Set: 01 - Vendor Set 01

Check Date: 8/6/2025

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 445 Recreation					
VEN01438	Northwest Martial Arts				
APMWB	Check	072225	Northwest Martial Arts Class 4-5 yrs	001-445.0000.62040	210.00
Dept 445 Total:					210.00
Fund 001 Total:					210.00
Report Total:					210.00



Fund	Account	Amount
001 - GENERAL FUND		
	001-445.0000.62040	210.00
Fund 001 Total:		210.00
Report Total:		210.00

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY

7/10/2025	\$52.62	APA000284 AT&T Long Distance
7/10/2025	\$655.59	APA000285 AT&T Mobility
7/10/2025	\$628.05	APA000286 AT&T Mobility
7/10/2025	\$42,468.81	APA000287 Avista
7/10/2025	\$134.98	APA000288 Charter Communications
7/10/2025	\$149.98	APA000289 Charter Communications
7/10/2025	\$49,722.67	APA000290 Kootenai Electric
7/10/2025	\$897.52	APA000291 Level 3 Communications
7/10/2025	\$180.52	APA000292 Ricoh USA Inc.
7/10/2025	\$120.03	APA000293 Verizon Wireless
7/10/2025	\$80.02	APA000294 Verizon Wireless
7/10/2025	\$120.03	APA000295 Verizon Wireless
7/10/2025	\$258.07	APA000296 Verizon Wireless
7/10/2025	\$201.67	APA000297 Verizon Wireless
7/10/2025	\$485.13	APA000298 Verizon Wireless
7/17/2025	\$21,500.00	101142 Gregory L Faulk - Metal of Valor Equipment
7/18/2025	\$46.40	APA000411 AT&T Long Distance
7/18/2025	\$102,400.56	APA000412 Avista
7/18/2025	\$139.99	APA000413 Charter Communications
7/18/2025	\$134.98	APA000414 Charter Communications
7/18/2025	\$2,000.00	APA000415 CMRS-FP (postage)
7/18/2025	\$1,930.42	APA000416 East Greenacres Irrigation
7/18/2025	\$428.79	APA000417 Granich Engineering
7/18/2025	\$25.91	APA000418 H & H Business Systems
7/18/2025	\$699.74	APA000419 SpectraSite Communications LLC
7/18/2025	\$5,516.00	APA000420 SPIRAC (USA) INC
7/18/2025	\$1,480.50	APA000421 Tetiri, LLC
7/24/2025	\$85.07	APA000422 AT&T Long Distance
7/24/2025	\$155.00	APA000423 Charter Communications
7/24/2025	\$159.99	APA000424 Charter Communications
7/24/2025	\$2,751.53	APA000425 Kootenai County Solid Waste
7/24/2025	\$622.93	APA000426 Ricoh USA Inc.
7/24/2025	\$174.15	APA000427 TDS
	\$236,407.65	

FY FOR CHECK RUN 08/06/25

Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	650-466.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-445.0000.63080
Pay Before Due Date	001-453.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	Various
2025 Behnke trailer ready for pickup	001-434.0000.90010
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-414.0000.63070
Pay Before Due Date	Various
reissued check from 6/4 lost in mail	650-463.0000.68025
Pay Before Due Date	001-431.0000.66050
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	650-463.0000.68025
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	001-442.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-445.0000.66050
Pay Before Due Date	Various

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: May Cash and Investments

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Budget Status Report, Treasurer's Report of Cash and Investment Transactions and Cash and Investments Report for the month of May 2025. Approval of the reports acknowledges receipt of the required reports. No presentation is planned on this item.

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for May 2025. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of May in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of May, the total of investments and cash on hand was \$222,502,860.63. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of May.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$222,502,860.63

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of Cash and Investment Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 171,935.60	\$ 116,981.65	68.0%
	Personnel	127,189.88	77,169.33	60.7%
		<u>299,125.48</u>	<u>194,150.98</u>	64.9%
412 - INFORMATION SYSTEMS	Operating	144,650.00	173,710.90	120.1%
	Capital	17,500.00	-	0.0%
	Personnel	730,352.76	463,333.03	63.4%
		<u>892,502.76</u>	<u>637,043.93</u>	71.4%
413 - GENERAL SERVICES	Operating	27,000.00	7,286.09	27.0%
	Personnel	575,111.36	378,433.61	65.8%
		<u>602,111.36</u>	<u>385,719.70</u>	64.1%
414 - FINANCE	Operating	624,485.00	519,048.00	83.1%
	Personnel	705,291.14	451,157.14	64.0%
		<u>1,329,776.14</u>	<u>970,205.14</u>	73.0%
415 - CITY CLERK	Operating	53,603.00	28,957.92	54.0%
	Capital	-	-	0.0%
	Personnel	93,315.60	49,824.81	53.4%
		<u>146,918.60</u>	<u>78,782.73</u>	53.6%
417 - MEDIA/CABLE FRANCHISE	Operating	64,850.00	38,293.84	59.0%
	Capital	-	-	0.0%
	Personnel	161,845.81	104,211.39	64.4%
		<u>226,695.81</u>	<u>142,505.23</u>	62.9%
418 - HUMAN RESOURCES	Operating	6,950.00	4,645.56	66.8%
	Personnel	248,491.12	160,654.46	64.7%
		<u>255,441.12</u>	<u>165,300.02</u>	64.7%
421 - POLICE	Operating	945,243.54	698,586.53	73.9%
	Capital	330,000.00	222,395.92	67.4%
	Personnel	9,150,342.05	5,370,829.33	58.7%
		<u>10,425,585.59</u>	<u>6,291,811.78</u>	60.3%
423 - OASIS	Operating	4,100.00	31,565.91	769.9%
	Capital	-	-	0.0%
	Personnel	133,544.76	104,461.09	78.2%
		<u>137,644.76</u>	<u>136,027.00</u>	98.8%
424 - LEGAL (PROSECUTING)	Operating	82,446.00	221,164.10	268.3%
	Capital	-	-	0.0%
	Personnel	1,061,552.81	636,315.99	59.9%
		<u>1,143,998.81</u>	<u>857,480.09</u>	75.0%
427 - ANIMAL CONTROL	Operating	17,050.00	7,483.35	43.9%
	Personnel	209,315.89	134,302.27	64.2%
		<u>226,365.89</u>	<u>141,785.62</u>	62.6%
431 - STREETS	Operating	1,993,650.00	454,603.38	22.8%
	Capital	6,650,000.00	1,142,343.79	0.0%
	Personnel	1,674,238.01	975,251.97	58.3%
		<u>10,317,888.01</u>	<u>2,572,199.14</u>	24.9%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	21,030.00	3,122.18	14.8%
	Personnel	-	121.89	0.0%
		<u>21,030.00</u>	<u>3,244.07</u>	15.4%
433 - FACILITY MAINTENANCE	Operating	48,880.00	23,993.73	49.1%
	Capital	40,000.00	-	0.0%
	Personnel	<u>346,802.57</u>	<u>218,319.76</u>	63.0%
		435,682.57	242,313.49	55.6%
434 - FLEET MAINTENANCE	Operating	257,537.00	204,609.64	79.4%
	Capital	2,784,000.00	1,699,674.06	61.1%
	Personnel	<u>507,623.03</u>	<u>246,811.74</u>	48.6%
		3,549,160.03	2,151,095.44	60.6%
435 - -GIS	Operating	62,050.00	49,841.23	80.3%
	Personnel	<u>205,163.73</u>	<u>131,775.58</u>	64.2%
		267,213.73	181,616.81	68.0%
441 - URBAN FORESTRY	Operating	53,975.00	43,818.55	81.2%
	Capital	-	25,985.05	0.0%
	Personnel	<u>297,460.01</u>	<u>197,624.82</u>	66.4%
		351,435.01	267,428.42	76.1%
442 - CEMETERY	Operating	117,725.00	62,647.48	53.2%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>166,279.33</u>	64.9%
		374,116.79	228,926.81	61.2%
443 - PARKS	Operating	1,068,108.00	539,000.87	50.5%
	Capital	812,004.00	180,697.66	22.3%
	Personnel	<u>1,550,224.34</u>	<u>898,879.47</u>	58.0%
		3,430,336.34	1,618,578.00	47.2%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>80,000.00</u>	<u>98,232.33</u>	122.8%
		80,000.00	98,232.33	122.8%
445 - RECREATION	Operating	253,358.00	159,841.82	63.1%
	Capital	-	-	0.0%
	Personnel	<u>986,129.35</u>	<u>459,679.43</u>	46.6%
		1,239,487.35	619,521.25	50.0%
451 - PLANNING & ZONING	Operating	32,918.95	14,365.35	43.6%
	Capital	-	-	100.0%
	Personnel	<u>402,502.26</u>	<u>213,906.80</u>	53.1%
		435,421.21	228,272.15	52.4%
452 - BUILDING INSPECTOR	Operating	27,500.00	17,935.63	65.2%
	Personnel	803,157.89	491,878.01	61.2%
	Capital	-	-	
		830,657.89	509,813.64	61.4%
453 - ENGINEERING	Operating	46,600.00	11,351.42	24.4%
	Capital	10,000.00	-	100.0%
	Personnel	<u>837,813.54</u>	<u>450,047.67</u>	53.7%
		894,413.54	461,399.09	51.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	90,705.00	96,366.87	106.2%
	Capital	-	-	0.0%
	Personnel	243,835.96	160,090.99	65.7%
		<u>334,540.96</u>	<u>256,457.86</u>	76.7%
465 - STREET LIGHTS	Operating	660,000.00	478,683.00	72.5%
		<u>660,000.00</u>	<u>478,683.00</u>	72.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,825,386.00	887,362.94	48.6%
	Capital	-	-	0.0%
		<u>1,825,386.00</u>	<u>887,362.94</u>	48.6%
482 - PERSONNEL POOL	Operating	4,894,400.00	3,262,933.36	66.7%
	Personnel	(375,483.02)	41,648.72	-11.1%
		<u>4,518,916.98</u>	<u>3,304,582.08</u>	73.1%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>45,251,852.73</u>	<u>24,110,538.74</u>	53.3%
002 - INSURANCE FUND	Operating	403,409.00	426,424.00	105.7%
		<u>403,409.00</u>	<u>426,424.00</u>	105.7%
003 - PERSONNEL FUND	Operating	52,500.00	35,079.18	66.8%
	Capital	-	-	0.0%
	Personnel	4,996,900.00	2,716,484.70	54.4%
		<u>5,049,400.00</u>	<u>2,751,563.88</u>	54.5%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	25,250.42	15.0%
	Capital	-	-	
		<u>168,000.00</u>	<u>25,250.42</u>	15.0%
008 - 911 FUND	Operating	2,378,737.23	199,368.18	8.4%
	Capital	-	167,682.20	0.0%
	Personnel	30,723.47	16,544.68	53.9%
		<u>2,409,460.70</u>	<u>383,595.06</u>	15.9%
011 - FACILITY BUILDING RESERVE FUND	Operating	3,772,000.00	-	0.0%
	Capital	8,548,000.00	846,151.89	0.0%
		<u>12,320,000.00</u>	<u>846,151.89</u>	0.0%
017 - ANNEXATION FUND	Operating	220,000.00	121,143.36	55.1%
	Capital	1,500,000.00	-	
		<u>1,720,000.00</u>	<u>121,143.36</u>	7.0%
023 - SPECIAL EVENTS FUND	Operating	145,470.00	10,245.83	7.0%
		<u>145,470.00</u>	<u>10,245.83</u>	7.0%
029 - CEMETERY IMPROVEMENTS FUND	Operating	208,000.00	27,298.00	13.1%
	Capital	42,000.00	4,400.00	
		<u>250,000.00</u>	<u>31,698.00</u>	12.7%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	359,120.54	35.9%
		<u>1,000,000.00</u>	<u>359,120.54</u>	35.9%

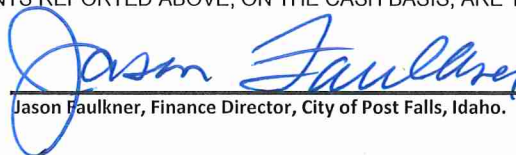
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,190,000.00	45,164.21	2.1%
	Capital	<u>15,000.00</u>	<u>1,760.00</u>	0.0%
		2,205,000.00	46,924.21	2.1%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,150,000.00	63,932.37	0.0%
	Capital	950,000.00	167,264.68	
		<u>3,100,000.00</u>	<u>231,197.05</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	319,000.00	10,072.37	0.0%
	Capital	3,311,000.00	1,022,647.39	30.9%
		<u>3,630,000.00</u>	<u>1,032,719.76</u>	28.4%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: ww, collections, recycled, surface	Operating	17,979,557.86	10,153,484.08	56.5%
	Capital	17,457,931.00	639,527.71	3.7%
	Personnel	3,129,033.14	1,538,110.33	49.2%
		<u>38,566,522.00</u>	<u>12,331,122.12</u>	32.0%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	930,509.00	340,254.50	36.6%
	Capital	6,000,990.00	1,925,480.29	32.1%
		<u>6,931,499.00</u>	<u>2,265,734.79</u>	32.7%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	16,090,000.00	857,264.68	5.3%
	Operating	6,455,000.00	-	
		<u>22,545,000.00</u>	<u>857,264.68</u>	3.8%
700 - SANITATION FUND	Operating	4,711,427.00	3,180,150.18	67.5%
		<u>4,711,427.00</u>	<u>3,180,150.18</u>	67.5%
750 - WATER OPERATING FUND	Operating	2,379,409.73	866,618.81	36.4%
	Capital	4,213,756.00	779,993.82	
	Personnel	1,184,793.71	630,970.01	53.3%
		<u>7,777,959.44</u>	<u>2,277,582.64</u>	29.3%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	6,775,136.00	10,942.76	0.2%
		<u>6,775,136.00</u>	<u>10,942.76</u>	0.2%
GRAND TOTAL		<u>\$ 164,960,135.87</u>	<u>\$ 51,299,369.91</u>	31.1%

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


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

City of Post Falls
Cash and Investments
5/31/2025

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	89,150,943.13
LGIP Acct 1441	297,504.26
<u>First Financial Equity Corporation</u>	
General Accts Investments	20,354,820.17
Contingency Accts	8,824,169.48
Replacement & Reserve Accts	62,321,052.22
<u>Moreton Capital Investments</u>	
Moreton Securities	21,195,736.73
<u>Mountain West bank</u>	
Repurchase Sweep Account	20,282,006.36
Checking Account	75,003.28
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	100.00
Park	400.00
Planning and Zoning	150.00
Total	<u>\$ 222,502,860.63</u>

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

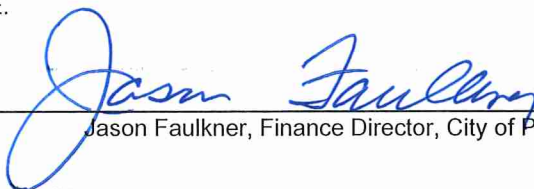


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
5/31/2025

FUND	BALANCE 04/30/2025	RECEIPTS	DISBURSEMENTS	BALANCE 05/31/2025
001 - GENERAL FUND	\$35,111,459.89	\$1,665,113.46	\$4,766,552.07	\$ 32,010,021.28
002 - COMPREHENSIVE LIABILITY	521,806.94	\$28,369.49	\$ -	550,176.43
003 - PERSONNEL BENEFIT POOL	(170,582.54)	\$416,485.16	\$393,015.09	(147,112.47)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	197,748.74	\$1,080.81	\$ 8,557.00	190,272.55
008 - 911 SUPPORT	3,680,887.00	\$72,544.66	\$70,365.85	3,683,065.81
011 - FACILITY BUILDING RESERVE	12,266,781.32	\$35,472.37	\$82,592.88	12,219,660.81
017 - ANNEXATION FEES	1,794,248.61	\$18,833.62	\$26,443.39	1,786,638.84
023 - SPECIAL EVENTS	447,673.14	\$10,940.74	\$1,168.09	457,445.79
029 - CEMETERY CAPITAL IMPROVEMENT	566,158.96	\$10,754.40	\$ 15,610.00	561,303.36
034 - KOOTENAI FIRE/EMS IMPACT FEES	160,694.60	\$33,799.96	\$131,736.43	62,758.13
035 - PUBLIC SAFETY IMPACT FEES	3,251,535.17	\$34,389.19	\$12,108.72	3,273,815.64
037 - STREETS IMPACT FEES	8,268,465.12	\$123,278.71	\$71,743.01	8,320,000.82
038 - PARKS IMPACT FEES	5,534,551.33	\$118,106.16	\$111,178.42	5,541,479.07
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(20,963.91)	\$1,069.90	\$ -	(19,894.01)
450 - LID GUARANTEE	18,846.83	\$40.53	\$ -	18,887.36
650 - RECLAIMED WATER OPERATING	75,334,826.45	\$1,879,006.56	\$1,853,420.42	75,360,412.59
651 - RECLAIMED WATER CAPITAL - WWTP	6,459,187.04	\$23,000,619.61	\$1,276,246.20	28,183,560.45
652 - RECLAIMED WATER CAPITAL - COLLECTOR	17,448,286.87	\$849,665.48	\$224,087.25	18,073,865.10
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,717,216.91	\$440,862.10	\$867,350.37	1,290,728.64
750 - WATER OPERATING	26,198,988.46	\$369,828.37	\$441,844.48	26,126,972.35
753 - WATER CAPITAL	4,948,324.77	\$41,457.20	\$ -	4,989,781.97
GRAND TOTAL:	\$ 203,705,161.82	\$ 29,151,718.48	\$ 10,354,019.67	\$ 222,502,860.63

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



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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Consent to Assignment and Assumption Agreement – Post Falls Landing Development Agreement

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council consent to the Assignment and Assumption Agreement between Liberty Bankers Life Insurance Company and Falls City Development Company, LLC, regarding the Post Falls Landing SmartCode Master Development Agreement. No presentation is planned for this item.

DISCUSSION:

Liberty Bankers Life Insurance Company is in the process of transferring ownership of certain property within the Post Falls Landing development to Falls City Development Company, LLC. As part of the transaction, Falls City has agreed to assume all obligations previously held by Liberty Bankers under the existing Post Falls Landing SmartCode Master Development Agreement (MDA), originally executed in 2014 and amended in 2021.

The MDA permits assignment of obligations and rights to a successor entity, provided the assignment occurs concurrently with a land transfer and the original party is not in default. As required by Section 8.2 of the MDA, the City must consent to the assignment before it becomes effective. While Liberty Bankers is permitted to initiate the transfer, only the City may determine whether a default exists at the time of assignment. There is no current notice of default issued to Liberty Bankers, and Falls City Development will assume certain obligations.

The Assignment and Assumption Agreement submitted for review identifies Falls City Development as the successor in interest and includes language unconditionally assuming all obligations under the MDA and its Addendum. It further includes a legal description of the property to be transferred, references to the recorded agreements, and a representation of Falls City's capacity to fulfill the developer obligations. The City is not a signatory to the assignment but is asked to provide formal written consent in accordance with the MDA. Upon final execution and recordation, all obligations will continue to run with the land and bind Falls City as the new developer of record.

No changes to the SmartCode Plan or the terms of the MDA are proposed at this time. As a result, no public hearing is required. Should Falls City seek future modifications, any proposed changes will be reviewed in accordance with existing procedures governing minor or major amendments.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The MDA and Addendum were adopted by the Council in 2014 and 2021, respectively. This is the first assignment of development obligations under those agreements.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None. The action is administrative in nature and imposes no new financial obligations on the City.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Assignment of SmartCode Master Development Agreement (v05) [030149-1935256095-3208]

When recorded mail to:

Lukins & Annis, P.S.
717 W. Sprague Ave., Suite 1600
Spokane, WA 99201
Attention: Brady M. Peterson

**ASSIGNMENT AND ASSUMPTION
OF
SUPERSEDING SMARTCODE MASTER DEVELOPMENT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF SUPERSEDING SMARTCODE MASTER DEVELOPMENT AGREEMENT (“**Assignment**”) is made effective as of this ____ day of August 2025, by and between LIBERTY BANKERS LIFE INSURANCE COMPANY, an Oklahoma corporation (“**Assignor**”), and POST FALLS HOLDINGS, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Concurrently with this Assignment, Assignee is acquiring from Assignor the real property legally described on **Exhibit A** attached (the “**Subject Property**”).

B. The Subject Property is subject to the Superseding SmartCode Master Development Agreement (the “**SmartCode DA**”), recorded as Instrument Number 2469430000 in the official records of Kootenai County, Idaho (“**Official Records**”), by and between the City of Post Falls (the “**City**”) and Assignor. Capitalized terms not otherwise defined in this Assignment shall have the meanings given to such terms in the SmartCode DA.

C. On the terms and conditions set forth below, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights and obligations under the SmartCode DA with respect to the Subject Property.

ASSIGNMENT AND ASSUMPTION

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Rights. Assignor hereby assigns and transfers unto Assignee all of Assignor’s rights and obligations under the SmartCode DA with respect to the Subject Property.

2. Assumption of Obligations. Assignee hereby expressly and unconditionally accepts the foregoing assignment and transfer of the SmartCode DA and does hereby acknowledge, accept and assume all obligations of Assignor under the SmartCode DA with respect to the Subject Property, from and after the date hereof. Assignee further agrees to comply with all of the obligations under the SmartCode DA to the extent applicable to the Subject Property and, to the extent required by the City, shall provide sufficient surety or other assurance of performance.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

4. Assignment to be Recorded. Concurrently with Assignee's acquisition of the Subject Property, Assignor and Assignee shall cause this Assignment to be recorded in the Official Records.

5. Delivery of Copy of Assignment to City. Promptly upon the recordation of this Assignment by Assignor and Assignee, Assignee shall deliver a copy of this Assignment to the City. As provided in Section 8.2 of the SmartCode DA, Assignor shall be released from its obligations under the SmartCode DA concerning the Subject Property upon the written consent of the City, which shall be granted upon a determination by the City that Assignor is not in default under the SmartCode DA as of the effective date of this Assignment..

6. Notices. For purposes of Section 8.2 of the SmartCode DA, Assignee's notice address is:

Post Falls Holdings, LLC
c/o The Wolff Company
717 W. Sprague Ave., Suite 802
Spokane, Washington 99201
Attention: Fritz H. Wolff

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

[Balance of the Page Intentionally Left Blank; Signature Page Follows]

POST FALLS HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(print or type name)
NOTARY PUBLIC in and for the State of _____,
residing at _____
My Commission expires: _____

CITY ACKNOWLEDGEMENT

By execution hereof, the City of Post Falls hereby acknowledges and consents to the foregoing Assignment and Assumption of the Superseding SmartCode Master Development Agreement from Liberty Bankers Life Insurance Company, an Oklahoma corporation to Post Falls Holdings, LLC, a Delaware limited liability company.

CITY:

CITY OF POST FALLS
an Idaho municipal corporation

By: _____
Name: Ronald G. Jacobson
Its: Mayor

By: _____
Name: Shannon Howard
Its: City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2025, before me, a Notary for the State of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, known, or identified to me to be the Mayor and City Clerk of the city of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Post Falls executed the same.

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

NOTARY PUBLIC for the State of Idaho
Residing at: _____
Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:

Lots 1 and 2, Block 1, and Lots 1 and 2, Block 2, Post Falls Landing Second Addition, according to the plat thereof recorded in Book L of Plats at Page 342, records of Kootenai County, Idaho.

Parcel 2:

A parcel of land being a portion of the West Half of Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and more particularly described as follows:

Commencing at the Northwest Section Corner of said Section 3 being a 2.5 inch aluminum cap in monument case per CP&F Instrument Number 2050822000, Records of Kootenai County, Idaho from which the North Quarter Corner bears South 88°51'45" East 2628.19 feet; thence South 45°59'51" East 2782.47 feet to the northwest corner of Nonini Lane as shown on Post Falls Landing Second Addition, filed in Book L of Plats at Page 342, Records of Kootenai County, Idaho being a 5/8 inch rebar with red plastic cap marked "PLS 5289" and being also the True Point of Beginning;

thence along westerly Right-of-Way on Nonini Lane as shown on said Post Falls Landing Second Addition and described in the Grant of Right-of-Way filed as Instrument Number 2299584000, Records of Kootenai County, Idaho the following ten (10) courses:

1. South 01°01'40" West 0.44 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
2. along a non-tangent curve to the left with a radius of 222.50 feet, an arc length of 81.70 feet, a central angle of 21°02'15" and a long chord that bears South 09°29'27" East 81.24 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
3. along a non-tangent reverse curve to the right with a radius of 137.50 feet, an arc length of 111.25 feet, a central angle of 46°21'20" and a long chord that bears South 03°10'05" West 108.24 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
4. along a non-tangent reverse curve to the left with a radius of 354.50 feet, an arc length of 239.55 feet, a central angle of 38°43'03" and a long chord that bears South 06°59'14" West 235.02 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
5. South 12°22'18" East 13.80 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
6. South 77°37'42" West 6.00 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
7. along a non-tangent curve to the right with a radius of 8.50 feet, an arc length of 10.58 feet, a central angle of 71°17'54" and a long chord that bears South 23°16'39" West 9.91 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
8. South 58°55'36" West 7.38 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
9. South 31°04'24" East 17.88 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
10. South 17°46'56" East 39.71 feet to the northwest corner of Block 2 of said Post Falls Landing Second Addition being a 1/2 inch rebar with red plastic cap marked "PLS 5289";

thence along the westerly line of said Block 2 the following five (5) courses:

1. South 17°46'53" East 20.00 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
2. South 62°46'53" East 25.42 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
3. South 11°23'34" East 137.52 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";

4. South 07°58'46" East 30.21 feet to a 5/8 inch rebar with red plastic cap marked "PLS 5289";
5. South 00°59'19" West 77.58 feet to the southwest corner of said Block 2 being a 5/8 inch rebar with red plastic cap marked "PLS 5289";

thence along the South line of said Block 2, South 89°00'51" East 206.71 feet to the westerly Right-of-Way of McReynolds Drive as described in said Grant of Right-of-Way being a 5/8 inch rebar with red plastic cap marked "PLS 5289";

thence along the westerly Right-of-Way of said McReynolds Drive the following eight (8) courses:

1. South 00°59'12" West 26.19 feet;
2. North 89°00'48" West 2.00 feet;
3. South 00°59'16" West 92.50 feet;
4. along a non-tangent curve to the right with a radius of 33.50 feet, an arc length of 52.62 feet, a central angle of 90°00'00" and a long chord that bears South 45°59'16" West 47.38 feet;
5. North 89°00'44" West 1.00 feet;
6. South 00°59'16" West 79.00 feet;
7. South 89°00'44" East 1.00 feet;
8. along a non-tangent curve to the right with a radius of 33.50 feet, an arc length of 50.65 feet, a central angle of 86°37'37" and a long chord that bears South 45°41'56" East 45.96 feet to the southerly Right-of-Way of Third Avenue;

thence along the southerly Right-of-Way of said Third Avenue, South 88°22'21" East 58.18 feet;

thence along a non-tangent curve to the right with a radius of 130.59 feet, an arc length of 110.60 feet, a central angle of 48°31'33" and a long chord that bears South 22°45'02" West 107.32 feet;

thence South 42°52'55" West 7.30 feet;

thence along a non-tangent curve to the left with a radius of 80.00 feet, an arc length of 58.51 feet, a central angle of 41°54'20" and a long chord that bears South 21°55'45" West 57.22 feet to the East Right-of-Way of McReynolds Drive as shown on Pier 20 and 21 on the River, filed in Book L of Plats at Page 366, Records of Kootenai County, Idaho;

thence along the East Right-of-Way of said McReynolds Drive, North 00°58'35" East 52.05 feet a 5/8 inch rebar with red plastic cap marked "PLS 790";

thence along the North Right-of-Way of said McReynolds Drive and the North line of Lot 1, Block 1 of said Pier 20 and 21 on the River, North 88°56'07" West 367.66 feet to the southeasterly corner of the parcel described in the Special Warranty Deed filed as Instrument Number 2666556000, Records of Kootenai County, Idaho;

thence along the easterly line of said parcel, North 40°30'09" West 45.74 feet;

thence along said easterly line, North 22°11'25" West 134.65 feet to the South line of the parcel described in Warranty Deed filed as Instrument Number 2698383000, Records of Kootenai County, Idaho;

thence along the South line of the parcel described in said Warranty Deed, North 90°00'00" East 61.64 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";

thence along the easterly line of said parcel the following thirteen (13) courses:

1. North 01°19'16" West 24.79 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
2. North 89°55'44" West 208.78 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
3. North 16°56'50" East 9.75 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
4. along a non-tangent curve to the left with a radius of 88.00 feet, an arc length of 162.89 feet, a central angle of 106°03'29" and a long chord that bears North 33°34'15" East 140.61 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
5. along a non-tangent curve to the left with a radius of 180.00 feet, an arc length of 131.91 feet, a central angle of 41°59'22" and a long chord that bears North 40°27'04" West 128.98 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
6. along a non-tangent curve to the left with a radius of 20.00 feet, an arc length of 14.25 feet, a central angle of 40°50'14" and a long chord that bears North 81°55'38" West 13.96 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
7. along a non-tangent curve to the left with a radius of 153.00 feet, an arc length of 30.30 feet, a central angle of 11°20'48" and a long chord that bears North 50°22'21" West 30.25 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
8. along a reverse non-tangent curve to the right with a radius of 145.00 feet, an arc length of 97.15 feet, a central angle of 38°23'12" and a long chord that bears North 15°37'01" West 95.34 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
9. along a reverse non-tangent curve to the left with a radius of 317.00 feet, an arc length of 64.89 feet, a central angle of 11°43'45" and a long chord that bears North 02°17'17" West 64.78 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
10. North 08°09'10" West 107.13 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
11. along a non-tangent curve to the right with a radius of 275.00 feet, an arc length of 168.85 feet, a central angle of 35°10'44" and a long chord that bears North 09°26'13" East 166.21 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
12. along a reverse non-tangent curve to the left with a radius of 275.00 feet, an arc length of 88.20 feet, a central angle of 18°22'33" and a long chord that bears North 17°50'18" East 87.82 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";
13. North 08°39'01" East 230.48 feet to the Southerly Right-of-Way of Fourth Avenue being a 5/8 inch rebar with yellow plastic cap marked "PLS 10677";

thence continuing along Southerly Right-of-Way of said Fourth Avenue, South 88°58'20" East 132.69 feet;

thence continuing along said Southerly Right-of-Way on a non-tangent curve to the left with a radius of 1475.30 feet, an arc length of 11.70 feet, a central angle of 00°52'54" and a long chord that bears South 27°11'41" East 22.70 feet;

thence continuing along said Southerly Right-of-Way South 88°58'20" East 210.62 feet to the True Point of Beginning.

Excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded September 22, 2023 as Instrument No. 2949013000, records of Kootenai County, Idaho.

TOGETHER WITH a parcel of land being a portion of the Southwest Quarter of Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho and more particularly described as follows:

Commencing at the Northwest Section Corner of said Section 3 being a 2.5 inch aluminum cap in monument case per CP&F Instrument Number 2050822000, Records of Kootenai County, Idaho from which the North Quarter Corner bears South 88°51'45" East 2628.19 feet; thence South 29°12'01" East 3340.01 feet to the northwest corner of the parcel described in Special Warranty Deed filed as Instrument Number 2666556000, Records of Kootenai County, Idaho being the True Point of Beginning;

thence along the West line of the parcel described said Special Warranty Deed, South 22°57'54" East 249.75 feet to the northwest corner of Lot 1, Block 1 of Post Falls Landing Second Addition, filed in Book L of Plats at Page 366, Records of Kootenai County, Idaho being a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence along the westerly line of Lot 1, Block 1 of said Post Falls Landing Second Addition, South 28°42'25" East 47.46 feet to the northwest corner of Lot 1, Block 1 of Pier 20 on the Boardwalk, filed in Book J of Plats at Page 384, Records of Kootenai County, Idaho being a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence along the westerly line on Lot 1, Block 1 of said Pier 20 on the Boardwalk, South 17°48'44" East 14.27 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";
thence continuing along the westerly line of said Lot 1, Block 1, South 27°05'47" East 30.56 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence continuing along said westerly line, South 34°20'25" East 40.70 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence continuing along said westerly line, South 41°20'35" East 16.30 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence continuing along said westerly line, South 45°49'50" East 85.63 feet to the northwest corner of Lot 1, Block 1 of Pier 21 on the Boardwalk filed in Book J of Plats at Page 409, Records of Kootenai County, Idaho being a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence along the westerly line of Lot 1, Block 1 of said Pier 21 on the Boardwalk, South 43°22'23" East 59.24 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence continuing along the westerly line of said Lot 1, Block 1, South 40°52'01" East 66.91 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence continuing along said westerly line, South 47°31'00" East 74.91 feet to the southwest corner of said Lot 1, Block 1 and the northeast corner of Tract A of Rivers Edge filed in Book L of Plats at Page 257, Records of Kootenai County, Idaho being a 5/8 inch rebar with yellow plastic cap marked "PLS 790";

thence along the northerly line of Tract A of said Rivers Edge, South 43°40'44" West 27.26 feet to the easterly bank of the Spokane River;

thence northwesterly along the easterly bank of said Spokane River to a point that bears, North 44°29'43" West 303.90 feet from the aforementioned point;

thence continuing northwesterly along said easterly bank, North 25°28'23" West 229.28 feet from the aforementioned point;

thence continuing northwesterly along said easterly bank, North 23°22'04" West 168.84 feet from the aforementioned point, to the southeast corner of the parcel of land described in Special Warranty Deed filed as Instrument Number 2385513000, Records of Kootenai County, Idaho;

thence along the West line of the parcel of land described in said Special Warranty Deed, North 06°30'56" West 3.11 feet to a nail and washer marked "PLS 10677";

thence leaving the West line of said parcel, North 90°00'00" East 24.36 feet to the True Point of Beginning.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: MVBC Annexation Grants of ROW and Easement (ANNX-23-6)

ITEM AND RECOMMENDED ACTION:

This item is the grants of rights-of-way and easement documents associated with the annexation ordinance for the MVBC Annexation, which was approved by the city council following a public hearing on July 16, 2024. Staff requests that the city council review and approve the corresponding grants of rights-of-way and easement documents. No presentation is planned on this item.

DISCUSSION:

On July 16, 2024, the city council held a public hearing to consider a request to annex approximately 3.6 acres and associated rights-of-way into the City of Post Falls with Limited Commercial (LC) zoning. The entirety of the site is generally located at the SE corner of N. Chase Rd. and W. Prairie Ave. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved January 7, 2025. On February 4, 2025, the Development and Annexation Agreement was approved by City Council. The attached grants of rights-of-way and easement documents are the legal document that correspond with the ordinance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On February 4, 2025, the Development and Annexation Agreement was approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation; The attached and corresponding grants of rights-of-way and easement documents correspond with the ordinance.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MVBC Applicant Signed ROW and Easement

GRANT OF RIGHT-OF-WAY
MVBC Annexation
W. Prairie Ave. and N. Chase Rd.
File No. ANNX-23-6

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

WEST PRAIRIE AVENUE DEDICATION

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect;

Thence along said South right of way line of West Prairie Avenue the following five (5) courses:

1. North 48°53'29" East a distance of 25.36 feet;
2. North 64°14'03" East a distance of 13.28 feet;
3. South 89°00'58" East a distance of 39.04 feet;
4. North 0°59'02" East a distance of 5.00 feet;
5. South 89°00'58" East a distance of 119.97 feet to the **POINT OF BEGINNING**.

Thence continuing along said south right of way line the following two (2) courses:

1. North 0°20'49" East a distance of 5.00 feet;
2. South 89°00'58" East a distance of 150.00 feet to a point of intersection with the East line of the parcel of land described in Warranty Deed recorded under instrument number 2738243000;

Thence departing said south right of way line, South 0°20'49" West along said East line of the parcel of land described in said Warranty Deed recorded under instrument number 2738243000, a distance of 31.47 feet;

Thence departing said East line, North 79°01'48" West a distance of 152.61 feet returning to the **POINT OF BEGINNING**.

Containing 0.06 acres, more or less.

NORTH CHASE ROAD DEDICATION

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect;
Thence South 0°20'49" West along said East right of way line of North Chase Road, a distance of 38.49 feet to the **POINT OF BEGINNING**;
Thence departing said right of way line, South 8°52'11" East a distance of 52.02 feet;
Thence South 5°06'02" East a distance of 180.24 feet;
Thence South 0°52'13" West a distance of 48.04 feet to a point of intersection with the South line of the parcel of land described in Modification of Deed of Trust recorded under instrument number 2234583000;
Thence North 89°00'58" West along said South line, a distance of 25.00 feet to a point of intersection with the East right of way line of North Chase Road;
Thence departing said South line, North 0°20'49" East along said East right of way line, a distance of 278.53 feet returning to the **POINT OF BEGINNING**.

Containing 0.10 acres, more or less.

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

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

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

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Mountain View Bible Church, Inc

By _____
Zachary Kemper, Director

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

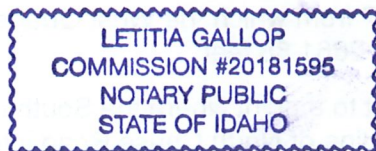
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

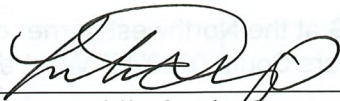
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
:ss
County of Kootenai)

On this 15th day of July, 20 25 before me, a Notary for the State of Idaho, personally appeared **Zachary Kemper**, known, or identified to me to be the **Director** of **Mountain View Bible Church, Inc**, a non-profit corporation organized and existing under the laws of the State of Idaho, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Mountain View Bible Church, Inc** and that he is duly authorized to do the same.

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





Notary Public for the State of ID
Residing at: Kootenai
Commission Expires: 10/01/30

EXHIBIT "A"

LEGAL DESCRIPTION FOR RIGHT OF WAY DEDICATION

Two pieces of land situated in a portion of the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described as follows:

WEST PRAIRIE AVENUE DEDICATION

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect;

Thence along said South right of way line of West Prairie Avenue the following five (5) courses:

1. North 48°53'29" East a distance of 25.36 feet;
2. North 64°14'03" East a distance of 13.28 feet;
3. South 89°00'58" East a distance of 39.04 feet;
4. North 0°59'02" East a distance of 5.00 feet;
5. South 89°00'58" East a distance of 119.97 feet to the **POINT OF BEGINNING**.

Thence continuing along said south right of way line the following two (2) courses:

1. North 0°20'49" East a distance of 5.00 feet;
2. South 89°00'58" East a distance of 150.00 feet to a point of intersection with the East line of the parcel of land described in Warranty Deed recorded under instrument number 2738243000;

Thence departing said south right of way line, South 0°20'49" West along said East line of the parcel of land described in said Warranty Deed recorded under instrument number 2738243000, a distance of 31.47 feet;

Thence departing said East line, North 79°01'48" West a distance of 152.61 feet returning to the **POINT OF BEGINNING**.

Containing 0.06 acres, more or less.

NORTH CHASE ROAD DEDICATION

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect;

Thence South 0°20'49" West along said East right of way line of North Chase Road, a distance of 38.49 feet to the **POINT OF BEGINNING**;

Thence departing said right of way line, South 8°52'11" East a distance of 52.02 feet;

Thence South 5°06'02" East a distance of 180.24 feet;

Thence South 0°52'13" West a distance of 48.04 feet to a point of intersection with the South line of the parcel of land described in Modification of Deed of Trust recorded under instrument number 2234583000;

Thence North 89°00'58" West along said South line, a distance of 25.00 feet to a point of intersection with the East right of way line of North Chase Road;

Thence departing said South line, North 0°20'49" East along said East right of way line, a distance of 278.53 feet returning to the POINT OF BEGINNING.

Containing 0.10 acres, more or less.



Digitally Signed on: December 2, 2024

21 22 27 28

WEST PRAIRIE AVENUE (PUBLIC RIGHT OF WAY)

SOUTH RIGHT OF WAY LINE

POINT OF BEGINNING

EAST RIGHT OF WAY LINE

POINT OF BEGINNING

MODIFICATION OF DEED OF TRUST (INSTRUMENT No. 2234583000)

RIGHT OF WAY DEDICATION

WARRANTY DEED (INSTRUMENT No. 2738243000)

RIGHT OF WAY DEDICATION

NORTH CHASE ROAD (PUBLIC RIGHT OF WAY)

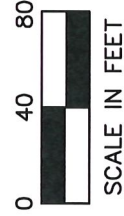
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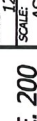
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SANTEE



12-2-24



		560 W. CANFIELD AVE., STE. 200 COEUR D'ALENE, IDAHO 83815 (208) 714 - 4544	
DATE:	12/22/2024	SOILS:	AS SHOWN
DRAWN:	CMA	CHECKED:	RCH
PROJECT NO.:	222028	CAD FILE:	222028-BIRLE
		CHUCK-HOW FRABIT	
		SHT 1 OF 1	

GRANT OF EASEMENT
MVBC Annexation
W. Prairie Ave. and N. Chase Rd.
File No. ANNX-23-6

KNOWN ALL MEN BY THESE PRESENTS, that **Mountain View Bible Church, Inc.**, a non-profit corporation organized and existing under the laws of the State of Idaho; herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A strip of land, 15 feet wide, situated in a portion of the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described as follows:

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect, said point being the **POINT OF BEGINNING**;

Thence along said South right of way line of West Prairie Avenue the following six (6) courses:

1. North 48°53'29" East a distance of 25.36 feet;
2. North 64°14'03" East a distance of 13.28 feet;
3. South 89°00'58" East a distance of 39.04 feet;
4. North 0°59'02" East a distance of 5.00 feet;
5. South 89°00'58" East a distance of 119.97 feet;
6. South 79°01'48" East a distance of 152.61 feet to a point of intersection with the East line of the parcel of land described in Warranty Deed recorded under instrument number 2738243000;

Thence departing said South right of way line, South 0°20'49" West along said East line, a distance of 15.26 feet;

Thence departing said East line, North 79°01'48" West a distance of 155.42 feet;

Thence North 89°08'36" West a distance of 102.36 feet;

Thence South 0°59'02" West a distance of 5.00 feet;

Thence North 89°00'58" West a distance of 50.47 feet;

Thence South 64°14'03" West a distance of 7.70 feet;

Thence South 48°53'29" West a distance of 16.58 feet;

Thence South 0°43'31" West a distance of 29.32 feet;
Thence South 8°52'11" East a distance of 52.51 feet;
Thence South 5°06'02" East a distance of 181.52 feet;
Thence South 0°52'13" West a distance of 48.85 feet to a point of intersection with the South line of the parcel of land described in Modification of Deed of Trust recorded under instrument number 2234583000;
Thence North 89°00'58" West along said South line, a distance of 15.00 feet to a point of intersection with the East right of way line of North Chase Road;
Thence departing said South line and along said East right of way line of North Chase Road the following four (4) courses:
1. North 0°52'13" East a distance of 48.04 feet;
2. North 5°06'02" West a distance of 180.24 feet;
3. North 8°52'11" West a distance of 52.02 feet;
4. North 0°20'49" East a distance of 38.49 feet returning to the POINT OF BEGINNING.
Containing 0.23 acres, more or less.

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

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

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

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Mountain View Bible Church, Inc

By  _____
Zachary Kemper, Director

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)
) : ss
County of Kootenai)

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

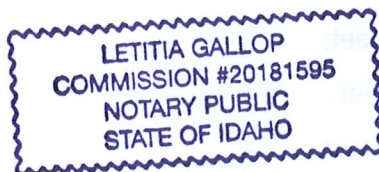
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
County of Kootenai) :SS

On this 15th day of July, 2025, before me, a Notary for the State of Idaho, personally appeared **Zachary Kemper**, known, or identified to me to be the **Director** of **Mountain View Bible Church, Inc**, a non-profit corporation organized and existing under the laws of the State of Idaho, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Mountain View Bible Church, Inc** and that he is duly authorized to do the same.

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



Notary Public for the State of ND
Residing at: Kootenai
Commission Expires: 10/01/37

EXHIBIT "A"

LEGAL DESCRIPTION FOR UTILITIES EASEMENT

A strip of land, 15 feet wide, situated in a portion of the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described as follows:

COMMENCING at the Northwest corner of Section 27 from which the West Quarter corner of said section bears South 0°20'49" West a distance of 2661.88 feet;

Thence South 26°52'32" East a distance of 65.58 feet to a point where the South right of way line of West Prairie Avenue and the East right of way line of North Chase Road intersect, said point being the **POINT OF BEGINNING**;

Thence along said South right of way line of West Prairie Avenue the following six (6) courses:

1. North 48°53'29" East a distance of 25.36 feet;
2. North 64°14'03" East a distance of 13.28 feet;
3. South 89°00'58" East a distance of 39.04 feet;
4. North 0°59'02" East a distance of 5.00 feet;
5. South 89°00'58" East a distance of 119.97 feet;
6. South 79°01'48" East a distance of 152.61 feet to a point of intersection with the East line of the parcel of land described in Warranty Deed recorded under instrument number 2738243000;

Thence departing said South right of way line, South 0°20'49" West along said East line, a distance of 15.26 feet;

Thence departing said East line, North 79°01'48" West a distance of 155.42 feet;

Thence North 89°08'36" West a distance of 102.36 feet;

Thence South 0°59'02" West a distance of 5.00 feet;

Thence North 89°00'58" West a distance of 50.47 feet;

Thence South 64°14'03" West a distance of 7.70 feet;

Thence South 48°53'29" West a distance of 16.58 feet;

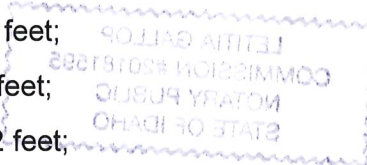
Thence South 0°43'31" West a distance of 29.32 feet;

Thence South 8°52'11" East a distance of 52.51 feet;

Thence South 5°06'02" East a distance of 181.52 feet;

Thence South 0°52'13" West a distance of 48.85 feet to a point of intersection with the South line of the parcel of land described in Modification of Deed of Trust recorded under instrument number 2234583000;

Thence North 89°00'58" West along said South line, a distance of 15.00 feet to a point of intersection with the East right of way line of North Chase Road;



Thence departing said South line and along said East right of way line of North Chase Road the following four (4) courses:

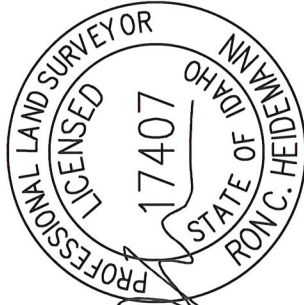
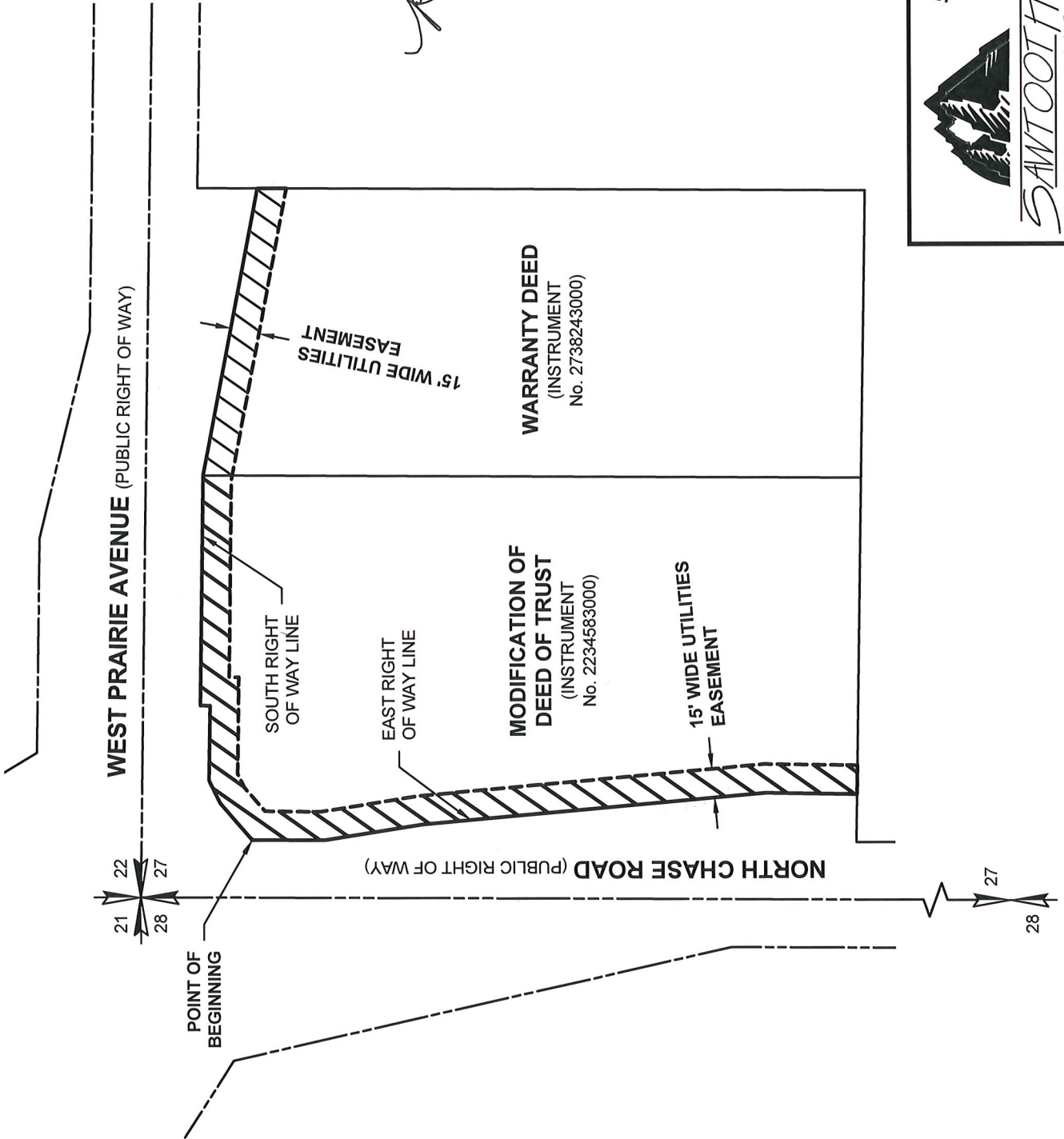
1. North $0^{\circ}52'13''$ East a distance of 48.04 feet;
2. North $5^{\circ}06'02''$ West a distance of 180.24 feet;
3. North $8^{\circ}52'11''$ West a distance of 52.02 feet;
4. North $0^{\circ}20'49''$ East a distance of 38.49 feet returning to the POINT OF BEGINNING.

Containing 0.23 acres, more or less.

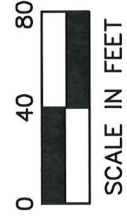


Digitally Signed on: December 2, 2024

SEC. 27, T. 51 N., R. 5 W., B.M., KOOTENAI COUNTY, IDAHO



12-2-24



	
560 W. CANFIELD AVE., STE. 200 COEUR D'ALENE, IDAHO 83815 (208) 714 - 4544	
WWW.SAWTOOTHLS.COM	
DATE: 12/2/2024	SCALE: AS SHOWN
DRAWN: CMA	CHECKED: RCH
PROJ. NO.: 222028	CAD FILE: 222028-BIBLE
CHURCH-SENT EXHIBIT	
SHT. 1 OF 1	

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Montrose 18th Addition Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Montrose 18th Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 66-lot subdivision located at N. Chetco Drive and W. Alsea Loop. The application for plat was submitted by Greenstone-Kootenai II.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. Montrose 18th Location Map
2. Montrose 18th CIA



MONTROSE 18TH ADDITION LOCATION MAP

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Montrose 18th Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

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

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
 4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.
- B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)
) :SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Montrose 18th Addition

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

ATTACHMENT "A"

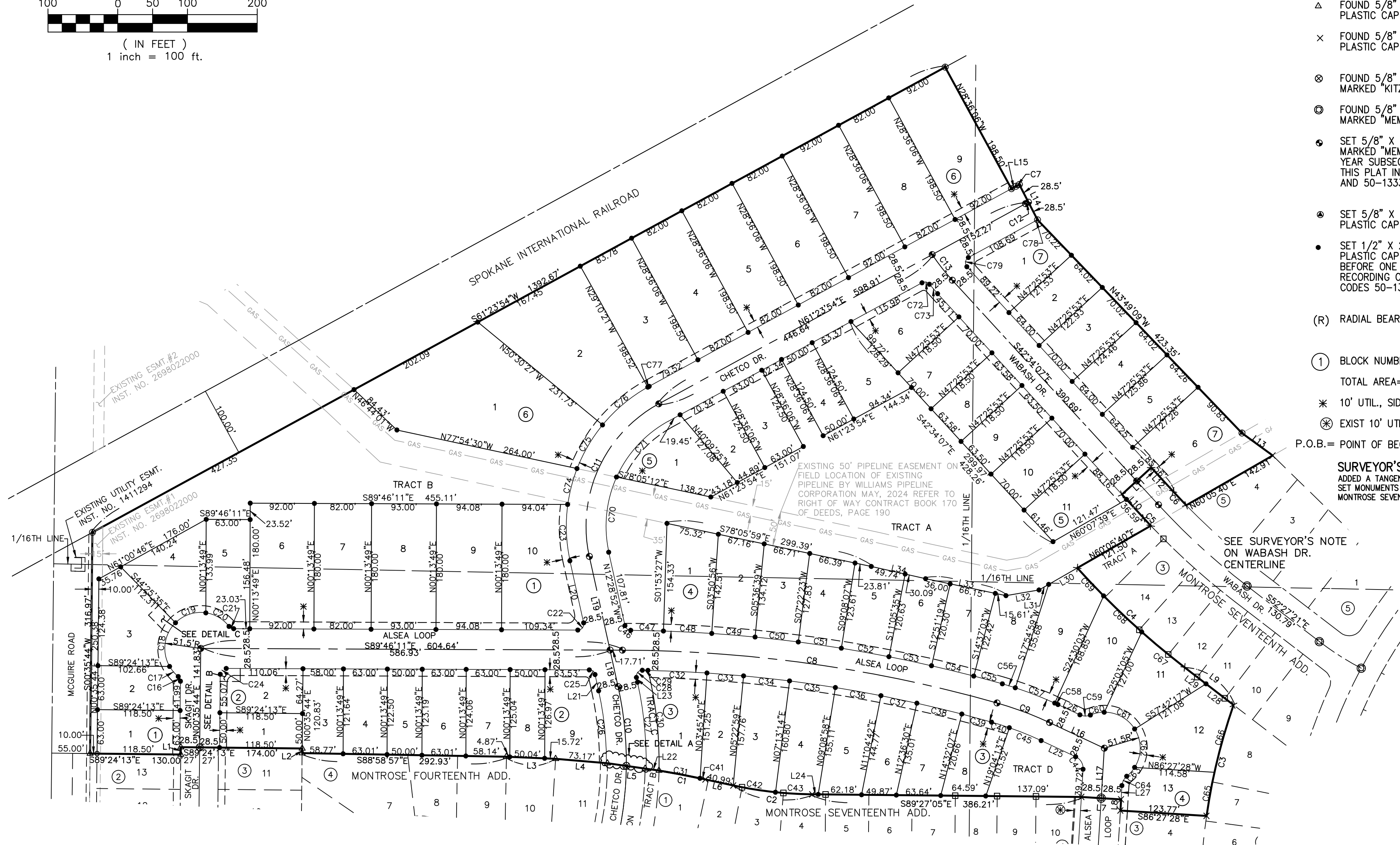
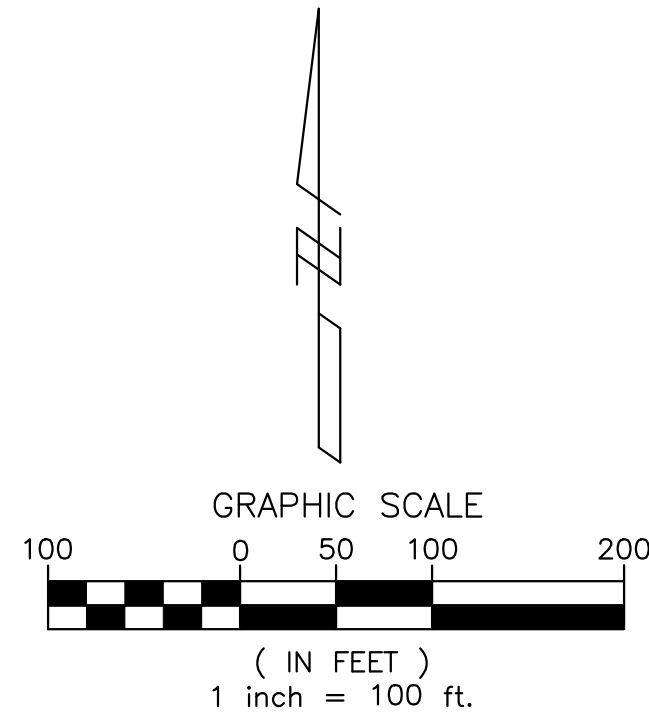
Legal Description
For
Montrose Eighteenth Addition

Portions of the Northeast, Southeast, Northwest and Southwest Quarters of the Northwest Quarter of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northwest Corner of Montrose Fourteenth Addition, Recorded in Book L of Plats, Pages 657 thru 657C; thence along the Northerly Boundary Line of said Montrose Fourteenth Addition the following (8) eight courses;

- 1) S89°24'13"E a distance of 130.00 feet;
- 2) N00°35'44"E a distance of 10.42 feet;
- 3) S89°24'13"E a distance of 174.00 feet;
- 4) S00°35'44"W a distance of 6.56 feet;
- 5) S88°58'57"E a distance of 292.93 feet;
- 6) S87°33'41"E a distance of 70.62 feet;
- 7) S85°07'29"E a distance of 74.68 feet;
- 8) S81°56'27"E a distance of 74.60 feet to the Northwest Corner of Montrose Seventeenth Addition, Recorded in Book L of Plats, Pages 955 thru 955C thence along the Northerly and Easterly Boundary Lines the following (17) seventeen courses;

- 1) the beginning of a non-tangent curve concave to the South and having a radius of 1441.00 feet and a chord bearing and distance of S79°06'46"E, 67.62 feet; thence Easterly along said curve through a central angle of 02°41'21" an arc distance of 67.63 feet;
- 2) S77°46'06"E a distance of 40.99 feet to the beginning of a tangent curve concave to the North and having a radius of 559.00 feet and a chord bearing and distance of S83°36'15"E, 113.67 feet;
- 3) thence Southeasterly along said curve through a central angle of 11°40'17" an arc distance of 113.87 feet;
- 4) S89°27'05"E a distance of 386.21 feet;
- 5) S86°27'28"E a distance of 57.00 feet;
- 6) S03°32'32"W a distance of 16.04 feet;
- 7) S86°27'28"E a distance of 123.77 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 851.38 feet and a chord bearing and distance of N13°40'47"E, 163.59 feet;
- 8) thence Northerly along said curve through a central angle of 11°01'34" an arc distance of 163.84 feet;
- 9) N52°27'21"W a distance of 88.43 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1147.00 feet and a chord bearing and distance of N47°12'43"W, 209.66 feet;
- 10) thence Northwesterly along said curve through a central angle of 10°29'16" an arc distance of 209.95 feet;
- 11) N60°05'40"E a distance of 121.50 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius of 1028.50 feet and a chord bearing and distance of N42°58'33"W, 14.62 feet;
- 12) thence Northwesterly along said curve through a central angle of 00°48'51" an arc distance of 14.62 feet;
- 13) N42°34'07"W a distance of 46.25 feet;



- LEGEND**
- FOUND 1/2" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "KITZAN 9030"
 - ☒ FOUND 1/2" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - △ FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "KITZAN 9030"
 - × FOUND 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - ⊗ FOUND 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "KITZAN 9030"
 - ⊙ FOUND 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717"
 - SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-133 AND 50-1333.
 - ⦿ SET 5/8" X 30" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717"
 - SET 1/2" X 24" REBAR WITH YELLOW OR ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.

- (R) RADIAL BEARING
- ① BLOCK NUMBER
- TOTAL AREA=25.109 AC
- * 10' UTIL., SIDEWALK AND DRAINAGE EASEMENT
- ⊗ EXIST 10' UTIL., SIDEWALK AND DRAINAGE EASEMENT
- P.O.B.= POINT OF BEGINNING

SURVEYOR'S NOTE:
ADDED A TANGENT LINE TO THE CENTERLINE OF WABASH DR. AND SET MONUMENTS ON THE CENTERLINE THAT WERE NOT SET ON MONTROSE SEVENTEENTH ADDITION

SEE SURVEYOR'S NOTE ON WABASH DR. CENTERLINE

PRELIMINARY



RFK LAND SURVEYING INC.			
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 E-MAIL: rudy@rfklandsurveying.com			
DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	1"=100'	25-112
DATE	DATE	SHEET	FIELD BOOK
05/12/25	05/12/25	2 OF 5	

SURVEY REFERENCES

(A) MONTROSE FOURTEENTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 657 THRU 657C

(B) MONTROSE SEVENTEENTH ADDITION, RECORDED IN BOOK L OF PLATS, PAGES 955 THRU 955C

MONTROSE EIGHTEENTH ADDITION

PORTIONS OF THE NORTHEAST, SOUTHEAST, NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

- 14) N47°25'53"E a distance of 57.00 feet;
- 15) S42°34'07"E a distance of 46.25 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 971.50 feet and a chord bearing and distance of S43°22'45"E, 27.49 feet;
- 16) thence Southeasterly along said curve through a central angle of 01°37'17" an arc distance of 27.49 feet;
- 17) N60°05'40"E a distance of 142.91 feet; thence N53°44'52"W a distance of 54.60 feet; thence N43°49'09"W a distance of 423.35 feet; thence N27°13'42"W a distance of 57.00 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 228.50 feet and a chord bearing and distance of S62°05'06"W, 5.48 feet; thence Southwesterly along said curve through a central angle of 01°22'23" an arc distance of 5.48 feet; thence S61°23'54"W a distance of 7.39 feet; thence N28°36'06"W a distance of 198.50 feet to the Southerly Right of Way Line of the Union Pacific Railroad; thence S61°23'54"W along said Southerly Line a distance of 1392.67 feet to the Easterly Right of Way Line of McGuire Road; thence S00°35'44"W along said Easterly Right of Way Line a distance of 316.97 feet to the POINT OF BEGINNING.

Subject to all easements of record

Containing 25.109 Acres more or less



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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Montrose 18th Addition

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 1,609,786.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 528,655.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 95,928.00**
5. Total cost of improvements: **\$ 2,234,369.00**
6. Warranty amount: **\$ 111,718.45**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Montrose 18th Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

	Project Name:		Montrose 18th Addition															
	Project Number:		8-503000															
	Street Names				Alsea Loop	Chetco	Skagit	Wabash St.	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)					
				length	1502	1167	137	419										
				width	32	32	32	32										
50	Radius		7850	culdesac	7850													
				area - sq ft	55914	37344	4384	13408	0									
	<u>Expenses</u>		You can change the row headings, but don't add any, if possible (i.e. you could change "mounding" to "blasting").															
				average depth	1	1		1	1									
		taxable		ROW width	57	57	57	57										
9-0110	Grading			rough grade	85614	66519	7809	23883	Sq ft	\$ 0.35	64,339	0						
				site clear and grub	35,000				Cu Yrds	\$ 4.50	157,500	0						
				curb grade	3004	2334	274	838	LF	\$ 3.25	20,963	0						
				Rock under curb	3004	2334	274	838	LF	\$ 2.65	17,093	0						
				sidewalk grade & Rock	3004	2334	274	838	LF	\$ 4.00	25,800	0						
				fine grade	55914	37344	4384	13408	LF	\$ 0.45	49,973	0						
k				Temporary Turn around						\$ 8,500.00	8,500							
				Mobilization/ cleanup	1	1		1	Ea	\$ 4,000.00	12,000	0						
				finish lot grade	0				EA	\$ 300.00	0	0	356,166					
9-0103	staking and survey			lots	66				EA	\$ 1,250.00	0		82,500					
9-0120	Storm Drainage			0 Single Depth DW						\$ 2,850.00	0	0						
				0 Double Depth DW	5	2	2		EA	\$ 4,500.00	40,500	0						
				0 CMP 8"	71				LF	\$ 55.00	3,905	0						
				0 CMP 12"	637	359		161	LF	\$ 75.00	86,775	0						
				0 CMP 15"					LF	\$ 85.00	0	0						
				0 HDPE 18"					LF	\$ 110.00	0	0						
				0 storm manhole	3	2		1	EA	\$ 5,300.00	31,800	0						
				0 Type I CB	9	6		2	EA	\$ 3,300.00	56,100	0						
				0 Type II CB					EA	\$ 2,200.00	0	0						
				0 Sidewalk Vaults					EA	\$ 1,400.00	0	0						
				0 208' ponds	1954	1872	409		Sq. Ft.	\$ 1.40	5,929	0						
				0 Treatment soil						\$ 40.00	0	0						
				0 Splash Pads	4	2	2		EA	\$ 1,500.00	12,000	0						
				0 Hydroseed	1954	1872	409		Sq. Ft.	\$ 0.20	847	0	237,856					
9-0130	Sewer			0 6" mainline					LF	\$ 26.00	0	0						
				0 8" mainline	2098		106	400	LF	\$ 80.00	208,320	0						
				0 10" mainline		1203			LF	\$ 95.00	114,285	0						
				0 12" mainline					LF	\$ 90.00	0	0						
				0 12" forced main					LF	\$ 105.00	0	0						
				0 6" forced main					LF	\$ 32.00	0	0						
				0 Manholes	6	6		1	EA	\$ 5,500.00	71,500	0						
				0 Extra depth					LF	\$ 15.00	0	0						
				0 services	31	16	5	12	EA	\$ 1,200.00	76,800	0						
				0 8" cleanout					EA	\$ 500.00	0	0						
				0 service extra work					EA	\$ 750.00	0	0						
				0 sleeving					LF	\$ 15.00	0	0						
				0 Tie in	1	1	1	1	EA	\$ 1,800.00	7,200	0						
				0 Old Pipe Removal					LS	\$ 45,000.00	0	0	478,105					

	Project Name:		Montrose 18th Addition														
	Project Number:		8-503000														
	Street Names				Alsea Loop	Chetco	Skagit	Wabash St.	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)				
9-0140	Water	0	6" mainline						LF	\$ 30.00	0	0					
		0	8" mainline		1245	1270	141	435	LF	\$ 75.00	231,825	0					
		0	14" mainline						LF	\$ 165.00	0	0					
		0	Air Vac						EA	\$ 2,900.00	0	0					
		0	Fire Hydrants		2	1		1	EA	\$ 9,200.00	36,800	0					
		0	blow offs						EA	\$ 3,500.00	0	0					
		0	Remove old pipe						LF	\$ 52,000.00	0	0					
		0	Services		32	14	5	12	EA	\$ 3,600.00	226,800	0					
		0	irrigation service	2					EA	\$ 6,000.00	12,000	0					
		0	irrigation sleeving		448	196	70	168	LF	\$ 15.00	13,230	0					
		0	Tie In		1	1	1	1	EA	\$ 2,000.00	8,000	0	528,655				
9-0150	Paving		2" on 4"		55914	37344	4384	13408	Sq Ft.	\$ 2.65	294,283	0					
			2" on 6"						Sq Ft.	\$ 2.85	0	0					
			3" on 6"						Sq Ft.	\$ 3.50	0	0					
			4" on 8"						Sq Ft.	\$ 4.45	0	0					
			Stop bar						EA	\$ 3,000.00	0	0					
			Striping/ sawcut/Traffic cont.						LS	\$ 15,500.00	0	0	294,283				
9-0151	Curbing		Curb and Gutter						LF	\$ 19.00	0	0					
			Rolled Curb		1740	1198	274	876	LF	\$ 18.00	73,584	0					
			Type "A" Curb						LF	\$ 20.00	0	0	73,584				
9-0152	Sidewalk	width	5		960	380	274	1468	Sq. Ft	\$ 4.25	65,493	0					
			6 feet						Sq. Ft	\$ 3.25	0	0					
				0						\$ 21.00	0						
			Barricades			4			EA	\$ 1,100.00	4,400	0					
			ADA Domes		4	6		2	EA	\$ 1,450.00	17,400	0	87,293				
9-0162	Street Trees	0	# of sides		75	58	5	21	0	\$ 600.00	95,928	0	95,928				
												0					
9-0165	Fencing	0		0						\$ 40.00	0	0	0				
9-0170	Entry Statement		estimate							\$ 6,000.00	0	0	0				
9-0175	Trail System																
		0	concrete							\$ 3.50	0	0					
			asphalt							\$ 2.90	0	0	0				
9-0180	Mailboxes/Street Signs	1	mail boxes							\$ 3,500.00	0						
		0	street signs		1					\$ 850.00	850	0					
			monuments							\$ 150.00	0	0					

	Project Name:		Montrose 18th Addition															
	Project Number:		8-503000															
	Street Names				Alsea Loop	Chetco	Skagit	Wabash St.	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)					
	CONSTRUCTION COSTS												2,234,369					
	Owned and Operated by the City of Post Falls												1,609,786					
	Owned and Operated by Others												528,655					
	Street trees												95,928					
	Total Costs												2,234,369					

Project Name:		Montrose 18th Addition																
Project Number:		McGuire Road																
Street Names					McGuire Rd.					Units	per unit	cost	tax	TOTAL COST (Includes Allocations)				
				length	285													
				width	22													
50	Radius	7850		culdesac														
				area - sq ft	6270					0								
Expenses		You can change the row headings, but don't add any, if possible (i.e. you could change "mounding" to "blasting").																
				average depth	1					1								
		taxable		ROW width	57													
9-0110	Grading	rough grade			16245					Sq ft	\$ 0.35	5,686	0					
		site clear and grub		400						Cu Yrds	\$ 4.50	1,800	0					
		curb grade			285					LF	\$ 3.25	926	0					
		Rock under curb			285					LF	\$ 2.65	755	0					
		sidewalk grade & Rock								LF	\$ 4.00	0	0					
		fine grade			6270					LF	\$ 0.45	2,822	0					
k		Temporary Turn around									\$ 8,500.00	8,500						
		Mobilization/ cleanup			3					Ea	\$ 4,000.00	12,000	0					
												0	0	32,489				
9-0103	staking and survey	lots		1						LS	\$ 2,500.00	0		2,500				
9-0150	Paving	2" on 4"								Sq Ft.	\$ 2.65	0	0					
		2" on 6"								Sq Ft.	\$ 2.85	0	0					
		3" on 6"								Sq Ft.	\$ 3.50	0	0					
		4" on 6"			6270					Sq Ft.	\$ 4.45	27,902	0					
		Stop bar								EA	\$ 3,000.00	0	0					
		Striping/ sawcut/Traffic cont.			1					LS	\$ 17,500.00	17,500	0	45,402				
9-0151	Curbing	Curb and Gutter			285					LF	\$ 19.00	5,415	0					
		Rolled Curb								LF	\$ 18.00	0	0					
		Type "A" Curb								LF	\$ 20.00	0	0	5,415				
9-0162	Street Trees	0	# of sides		7					0	\$ 650.00	4,631	0	4,631				
													0					
9-0180	Mailboxes/Street Signs	1																
		0	street signs		1						\$ 850.00	850	0					
		monuments									\$ 150.00	0	0	850				
CONSTRUCTION COSTS														91,287				
Owned and Operated by the City of Post Falls														86,655				

	Project Name:		Montrose 18th Addition															
	Project Number:		McGuire Road															
	Street Names				McGuire Rd.				Units	per unit	cost	tax	TOTAL COST (Includes Allocations)					
	Street trees												4,631					
	Engineering		15%										12,998					
	Construction Management		15%										12,998					
	Total Costs												117,283					
	Performance bond		150%										175,925					

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Montrose 18th Addition

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

ATTACHMENT "D"

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Montrose 18th Addition**

Dated: **7/14/25**

By: **Doug Desmond**

Sheets 1 through 14

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	W	S	T	M	F	T	S	F	W
0		Montrose 18th Addition	105 days?	Thu 7/17/25	Wed 12/10/25											
1		Montrose 18th addition	105 days?	Thu 7/17/25	Wed 12/10/25											
2		Pre construction meeting	1 day?	Thu 7/17/25	Thu 7/17/25											
3		Stake Center Line	1 day?	Tue 8/5/25	Tue 8/5/25											
4		Mass Grading	5 days	Wed 8/6/25	Tue 8/12/25	3										
5		stake Sewer	1 day	Wed 8/13/25	Wed 8/13/25	4										
6		sewer Installation	12 days	Thu 8/14/25	Fri 8/29/25	5										
7		Stake Water	1 day	Mon 9/1/25	Mon 9/1/25	6										
8		Install Water	5 days	Tue 9/2/25	Mon 9/8/25	7										
9		Dry Utility design complete	1 day	Tue 9/9/25	Tue 9/9/25	8										
10		stake Stormwater	1 day	Wed 9/10/25	Wed 9/10/25	9										
11		Install stormwater	5 days	Thu 9/11/25	Wed 9/17/25	10										
12		Order Street signs	0 days	Wed 9/17/25	Wed 9/17/25	11										
13		Order CBU's	0 days	Wed 9/17/25	Wed 9/17/25	12										
14		Plat complete	0 days	Wed 9/17/25	Wed 9/17/25	13										
15		Stake Utility crossings	1 day	Thu 9/18/25	Thu 9/18/25	14										
16		Dig Utility Crossings	2 days	Fri 9/19/25	Mon 9/22/25	15										
17		Utility Crossings	3 days	Tue 9/23/25	Thu 9/25/25	16										
18		stake Curb	1 day	Fri 9/26/25	Fri 9/26/25	17										
19		Road Subgrade	3 days	Mon 9/29/25	Wed 10/1/25	18										
20		Curb Grade	4 days	Thu 10/2/25	Tue 10/7/25	19										
Project: Montrose 18th Additio Date: Wed 7/16/25 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																
Page 1																

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	W	S	T	M	F	T	S	F	W
21		Catch Basin adjustments	2 days	Wed 10/8/25	Thu 10/9/25	20										
22		Curb Installation	3 days	Fri 10/10/25	Tue 10/14/25	21										
23		Base Rock	4 days	Wed 10/15/25	Mon 10/20/25	22										
24		Adjustments	3 days	Tue 10/21/25	Thu 10/23/25	23										
25		Pave	2 days	Fri 10/24/25	Mon 10/27/25	24										
26		Sidewalk	7 days	Tue 10/28/25	Wed 11/5/25	25										
27		Stake lot lines for Utilities	1 day	Thu 11/6/25	Thu 11/6/25	26										
28		Utility Trench	2 days	Fri 11/7/25	Mon 11/10/25	27										
29		Utility Install	7 days	Tue 11/11/25	Wed 11/19/25	28										
30		Utility Pedestals and energize	6 days	Thu 11/20/25	Thu 11/27/25	29										
31		Street signs	1 day	Fri 11/28/25	Fri 11/28/25	30										
32		Landscape	5 days	Mon 12/1/25	Fri 12/5/25	31										
33		Set lot corners	2 days	Mon 12/8/25	Tue 12/9/25	32										
34		Install CBU's	1 day?	Wed 12/10/25	Wed 12/10/25	33										
Project: Montrose 18th Additio Date: Wed 7/16/25 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																
Page 2																

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

ENGINEERING SERVICES FEE SUMMARY

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

66 Lots X \$350.00 = **\$ 23,100.00**

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

Greenstone-Kootenai II

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **110 W Town & Country**

5 lights X 12 months X \$ 13.18 per month = \$ 790.80

Street light type: _____

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

TOTAL = \$ 790.80

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

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

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

_____ (# of SF homes) x \$7,675.00 = \$_____

_____ (# 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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,320.00 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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond

ENGINEERING FIRM:

ADDRESS: N. 1421 Meadowwood Lane #200

CITY: Liberty Lake STATE: WA ZIP: 99.19

PHONE NO.: 509-458-5860

E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Greenstone-Kootenai II

FOR

Montrose 18th Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: FY2026 Intergovernmental Agreements for Prosecution Services

ITEM AND RECOMMENDED ACTION:

The purpose of this item is to seek Council approval for the FY2026 Intergovernmental Agreements with the cities of Rathdrum and Hayden for prosecution services. No presentation is planned and staff recommends approval of the Agreements.

DISCUSSION:

The City of Post Falls has agreements with both Rathdrum and Hayden. For FY2026, the compensation has been adjusted to reflect updated cost information and case volume. These agreements support regional collaboration while offsetting the cost of legal operations otherwise borne by Post Falls. Under the proposed agreements:

1. **Rathdrum** will compensate Post Falls **\$7,860 per month**, a **5.01% increase** from the FY2025 rate of \$7,485.
2. **Hayden** will compensate Post Falls **\$12,026 per month**, a **3.67% increase** from the FY2025 rate of \$11,600.

The scope of services includes representation in criminal misdemeanor and infraction cases, preparation of related legal documents, and participation in administrative/civil hearings. Post Falls prosecution staff will also remain available to advise law enforcement officers in both cities on matters such as warrant service and charging decisions.

The agreements preserve the same structure and duties approved in FY2025, with compensation updated to reflect current budget data and case volumes. Each agreement also allows either party to terminate the agreement with 30 days' notice and includes a provision for annual review of compensation.

It is important to note that these agreements do not place any financial burden on Post Falls taxpayers. The negotiated fees reflect a fair contribution towards the actual costs incurred by the City in providing these services.

The FY2026 agreements will generate a combined **\$19,886 per month**, or **\$238,632 annually**, in general fund revenue. This reflects a **\$9,612 increase over FY2025**, and a **\$98,640 increase (70.5%) over FY2024**.

This growth underscores the Legal Department's ongoing efforts to recover service costs through external partnerships. These increased service demands have been absorbed without any new staffing support. To sustain this workload and uphold service standards, the Legal Department will continue to seek authorization or additional support in upcoming budget cycles, including legal interns and administrative assistance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This is a new item, but the Council reviewed, approved, and executed similar intergovernmental agreements for FY2025. Those agreements have been successfully implemented over the past year.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The FY2026 agreements will generate a combined total of **\$238,632** annually.

BUDGET CODE:

001-424.1515.33211 - Rathdrum

001-424.1515.33219 - Hayden

ATTACHMENTS:

1. FY2026 Intergovernmental Agreement Rathdrum
2. FY2026 Intergovernmental Agreement Hayden

FY2026 INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PROSECUTION SERVICES

This AGREEMENT, is entered into by and between the city of Rathdrum, hereinafter referred to as "RATHDRUM" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace the FY2025 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES Agreement between the parties.

WHEREAS, RATHDRUM desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of RATHDRUM, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, and supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Rathdrum, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Rathdrum city codes/ordinances.

b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Rathdrum's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, RATHDRUM has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise RATHDRUM police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. RATHDRUM agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that RATHDRUM will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless RATHDRUM from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify RATHDRUM from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to RATHDRUM at the request of RATHDRUM.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of RATHDRUM and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, RATHDRUM hereby agrees to pay to POST FALLS the sum of \$7,928.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2024 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and RATHDRUM shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

POST FALLS:

Ronald G. Jacobson, Mayor

Date: _____

ATTEST:

Shannon Howard, City Clerk

RATHDRUM:



Mike Hill, Mayor

Date: 6/11/2025



Lorrann Morrell, City Clerk

FY2026 INTERGOVERNMENTAL AGREEMENT TO PROVIDE
PROSECUTION SERVICES

This AGREEMENT is entered into by and between the city of Hayden, hereinafter referred to as "HAYDEN" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace the FY2025 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES Agreement between the parties.

WHEREAS, HAYDEN desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of HAYDEN, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Hayden, and related administrative/civil hearings.

a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Hayden city codes/ordinances.

b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Hayden's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accordance with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.

c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.

d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, HAYDEN has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. HAYDEN agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that HAYDEN will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay POST FALLS the sum of \$12,026.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2025 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and HAYDEN shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies, and it has been signed and attested by each party's authorized officials.

POST FALLS:

Ronald G. Jacobson, Mayor

Date: _____

ATTEST:

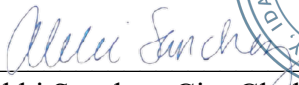
Shannon Howard, City Clerk

HAYDEN:



Alan Davis, Mayor

Date: 7/23/2025

Abbi Sanchez, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Abby Owens, Management Asst Police
SUBJECT: Police Department IT Asset Disposals

ITEM AND RECOMMENDED ACTION:

The Police Department requests approval from City Council to dispose of outdated IT items from its Emergency Communications Center.

DISCUSSION:

As part of the ongoing maintenance for the Emergency Communications Center, the Police Department has had some new hardware installed. Some of the old hardware is suitable for auction, but some could pose potential security risks if not destroyed. The Police Department is requesting approval to auction or dispose of these items as noted on the attached list.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

These items have not been previously reviewed by City Council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The City will receive some funds from those items successfully auctioned. Replacement items have already been approved and purchased within the current fiscal year's budget.

BUDGET CODE:

N/A

ATTACHMENTS:

1. PD IT Asset Disposal List

ITEMS FOR AUCTION					
Vendor	Item	Serial Number	Asset Tag	Description	Surplus Reason
Dell Inc	Precision 5820	5QJ11T2	6230	Dispatch workstation	Updated with new hardware
Dell Inc	Precision 5820	GR12DS2	6236	Dispatch workstation	Updated with new hardware
Dell Inc	Precision 5820	GR11DS2	6240	Dispatch workstation	Updated with new hardware
Dell Inc	Precision 5820	GR1XCS2	6244	Dispatch workstation	Updated with new hardware
Dell Inc	Precision 5820	GR1ZCS2	6247	Dispatch workstation	Updated with new hardware
Dell Inc	Precision 5820	GR1YCS2	6248	Dispatch workstation	Updated with new hardware
ITEMS FOR DISPOSAL					
Vendor	Item	Serial Number	Asset Tag	Description	Disposal Reason
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable
Vesta	USB Security Keys	N/A	N/A	External harddrives for Dispatch	Too specified for reuse and data possibly recoverable

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Vacation - Villa Point North File No VAC-25-2

ITEM AND RECOMMENDED ACTION:

This is a public hearing to consider testimony on a request to vacate the existing 10' utility easement that runs through the middle of Lots 1-8 of VILLA POINT NORTH.

DISCUSSION:

Merle Van Houten on behalf of the owner requests the vacation of the 10-foot utility easement running through the center of the lots within Villa Point North. The easement was established solely for the benefit of the platted parcels, all of which remain under the original developer's ownership. No utilities have been installed, and no external parcels or utility providers are affected. The vacation is necessary to accommodate revised townhome designs. The property is generally located at the NW corner of E. Mullan Avenue and N. William Street, within the Villa Point North plat.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Villa Point North Vacation VAC-25-2
2. Villa Point North Vacation Powerpoint
3. Exhibit PA-1 DEQ Comments_VAC-25-2
4. Exhibit PA-2 KCCD Comments_VAC-25-2
5. Exhibit PA-3 Phillips 66 Comments_VAC-25-2
6. Exhibit PA-4 ITD Comments

CITY OF POST FALLS
STAFF REPORT

DATE: JULY 17, 2025

TO: POST FALLS MAYOR AND CITY COUNCIL

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

SUBJECT: STAFF REPORT FOR THE AUGUST 5, 2025, CITY COUNCIL MEETING
VILLA POINT NORTH VACATION VAC-25-2

Project Name / File Number: Villa Point North Vacation File No. VAC-25-2

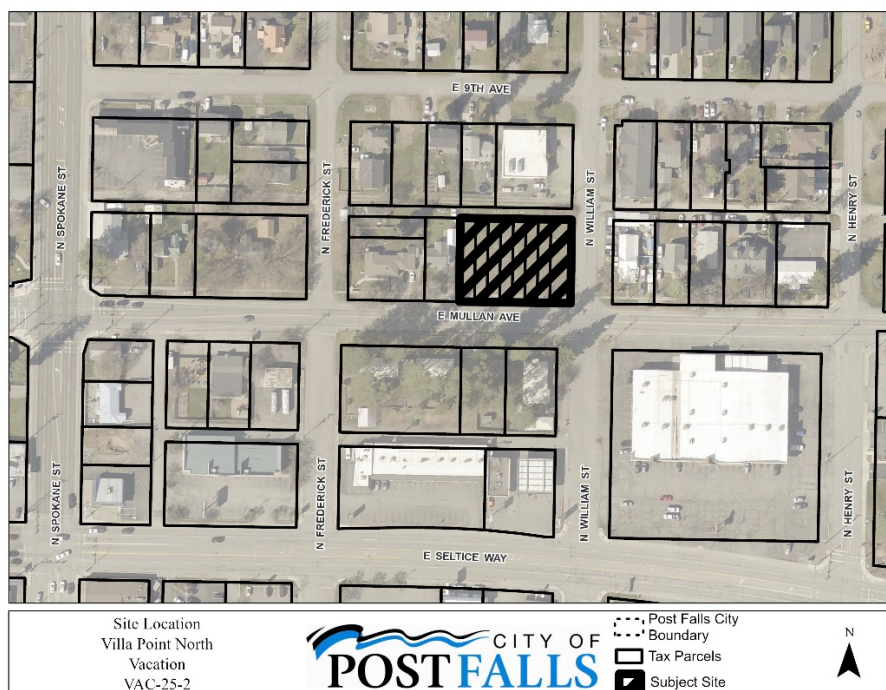
Owner(s): Jeff Scott

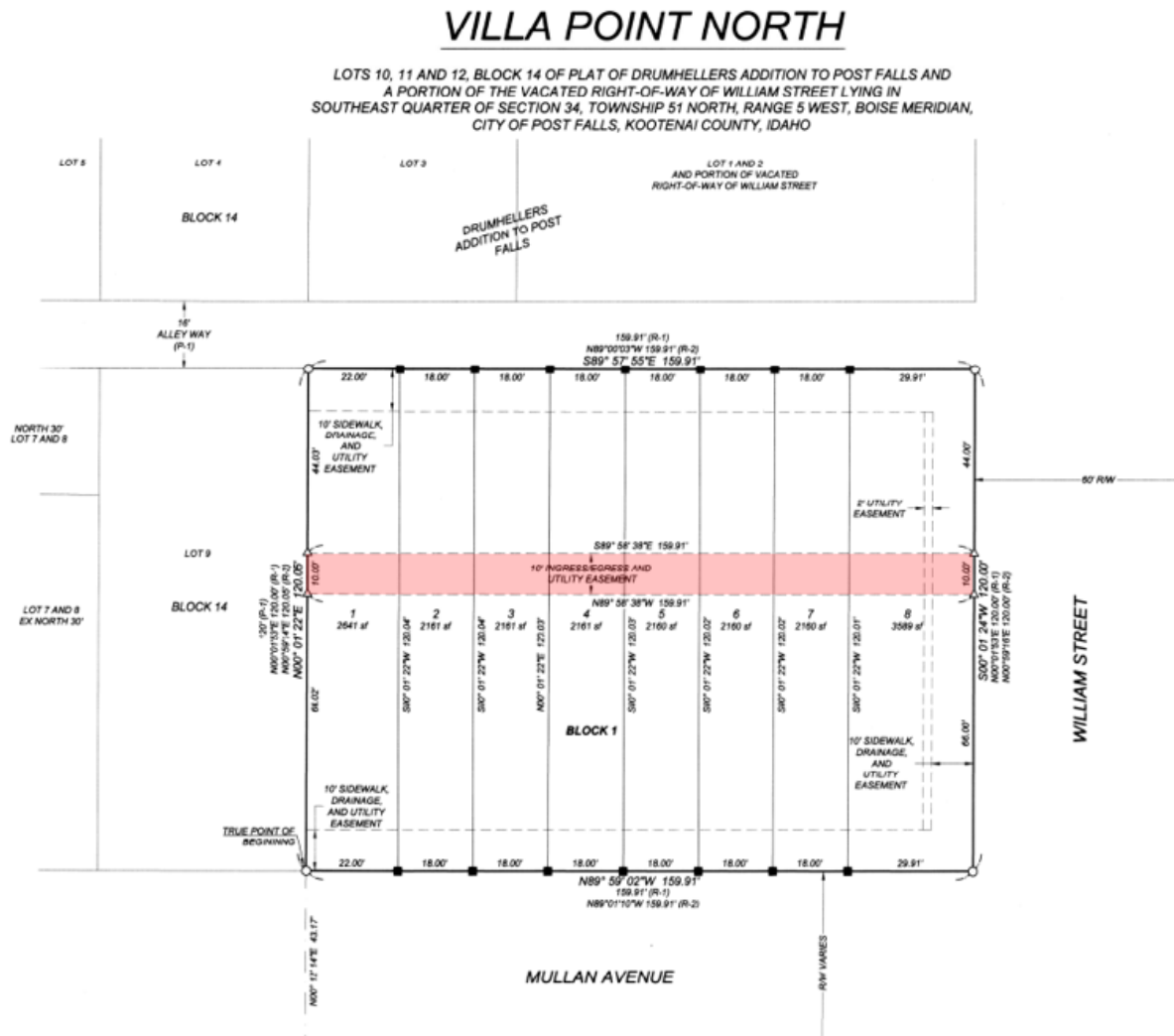
Applicant: Merle Van Houten

Project Description: The owner requests the vacation of the 10-foot utility easement running through the center of the lots within Villa Point North. The easement was established solely for the benefit of the platted parcels, all of which remain under the original developer's ownership. No utilities have been installed, and no external parcels or utility providers are affected. The vacation is necessary to accommodate revised townhome designs.

Project Location: The requested vacation is generally located at the NW corner of E. Mullan Avenue and N. William Street, within the Villa Point North plat.

AREA CONTEXT (proposed site hatched below):



AREA CONTEXT (proposed easement vacation area in Pink below):

Staff Comments: City staff has reviewed this proposed vacation and do not see issues with the proposal.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	PF Police Department
Post Falls School District	Post Falls Highway District	Utilities (W/WW)
Kootenai Electric	Kootenai County Fire	Department of Environmental Quality
Ross Point Water	East Greenacres Irr. District	Urban Renewal Agency
Idaho Department of Lands	Idaho Transportation Department	Panhandle Health District
KMPO	Kootenai County Planning	Yellowstone Pipeline Co.

Phillips 66 Pipeline Co. (Conoco)	NW Pipeline Corp.	BNSF
TC Energy (TransCanada GTN)	Avista Corp. (WWP-3)	TDS Telecom
Ziply Fiber	Spectrum	Coeur d'Alene Garbage
Coeur d'Alene Press		

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on July 15, 2025. Notice has been published in the Coeur d'Alene Press on July 19, 2025, and will be again on July 29, 2025. The property will be posted by July 25, 2025.

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

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1 Vacation Application
Exhibit A-2 Narrative

Staff Exhibits:

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

VAC-25-2

Vacation

Status: Active

Submitted On: 6/4/2025

Primary Location

47.716345, -116.945411

Owner

No owner information

Applicant

 Merle Van Houten

 208-930-4000

 merle@vanhoutencd.com

 4011/2 E. Sherman Ave. Ste. #208

Coeur d'Alene, ID 83814

Applicant Information

Applicant Type*

Agent

Applicant Name*

Merle Van Houten

Phone*

2089304000

Email*

merle@vanhoutencd.com

Address*

4011 1/2 E Sherman Ave STE #208

City, State & Zip Code

Coeur d'Alene, ID 83814

Owner Information

Name*

Jeffrey Scott

Company

Jeff Scott Properties

Phone*

2086995011

Email*

jeffscott@windermere.com

Address*

867 Prairie Ave

City, State & Zip Code

Hayden, ID 83835

Vacation Information

New Field

The owner wishes to vacate a 10' easement benefitting only the properties under thier ownership as outlined in the attached narrative.

Application Certification

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file.*



The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing the public hearing.*



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

✓ Merle Van Houten
Jun 4, 2025

Easement Vacation Narrative

Villa Point North

Parcels #0-L654-001-001-0, #0-L654-001-002-0, #0-L654-001-003-0, #0-L654-001-004-0,
#0-L654-001-005-0, #0-L654-001-006-0, #0-L654-001-007-0, and #0-L654-001-008-0
Post Falls, Idaho

For:

Jeffrey Scott
P.O. Box 427
Post Falls, ID 83877

Prepared by:

Merle Van Houten, P.E., LEED AP



Van Houten Consulting and Design, LLC
401 E. Sherman Ave. Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000

May 23, 2025

Project Narrative For Villa Point North Easement Vacation

Project Overview:

Existing Conditions

The subject properties were platted for 8 townhomes (one per lot) and had construction drawings prepared and approved on 6/30/2020. The construction drawings were created for these 8 townhomes, with an open walkway separating the residential structures from the garages. A 10' utility easement as described in the plat provided in Appendix A (Book L, Page 654) was dedicated along this walkway solely to provide power connectivity to each townhome. The approved design for the townhomes was never constructed, but the individual lots and easement are still in place.

Summary of Requested Vacation

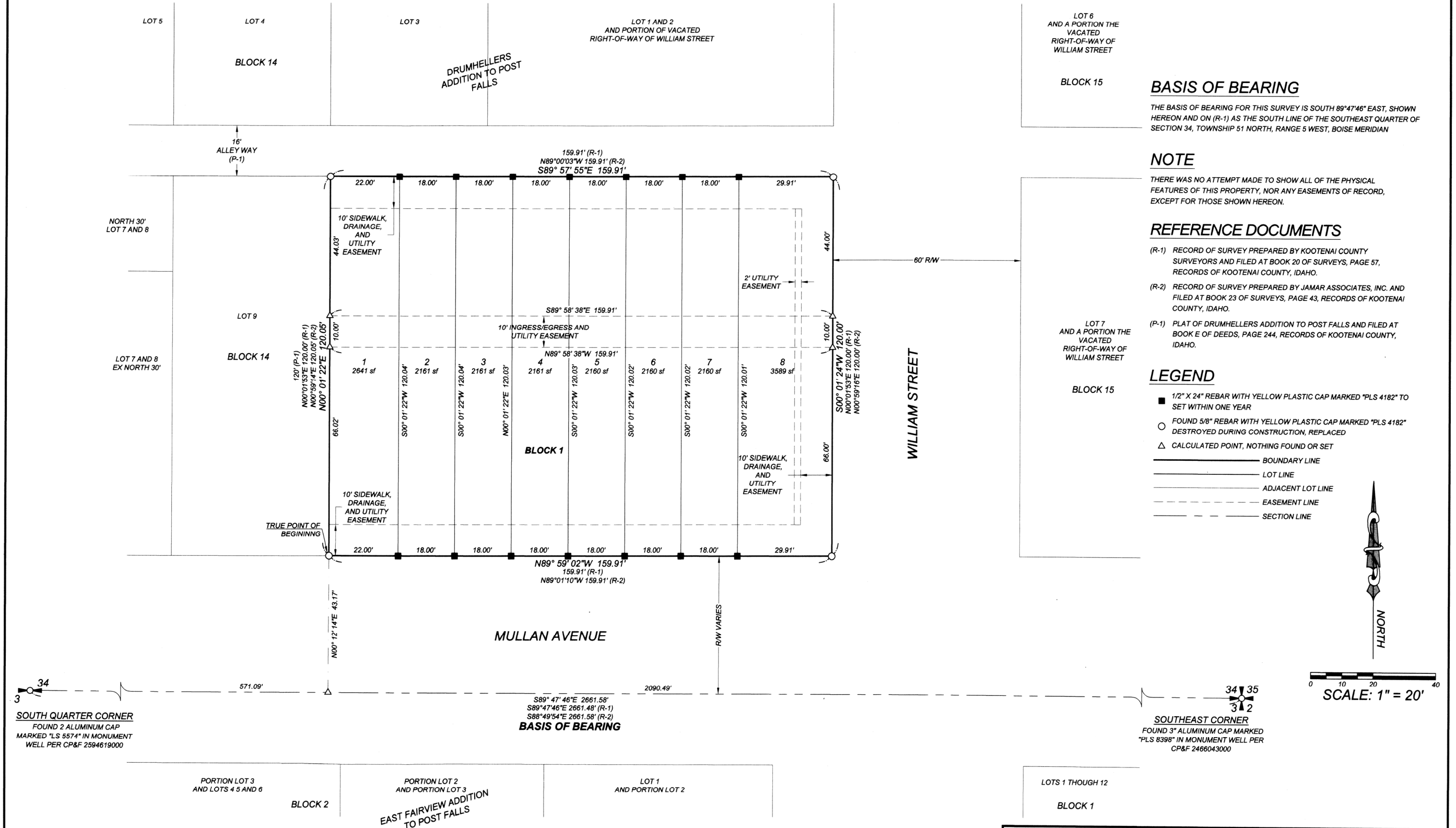
The owner wishes to vacate the 10' utility easement along the center of the lots in order to revise the design of the townhome structures. As this easement was established for the sole benefit of any the platted parcels created in the plat of Villa Point North. No other parcels benefit from this easement and no utilities have ever been installed. No outside entity or established utility connection will be affected by its vacation. All parcels of Villa Point North are still owned by the original developer.

APPENDIX A
Approved Plat

VILLA POINT NORTH

LOTS 10, 11 AND 12, BLOCK 14 OF PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND
A PORTION OF THE VACATED RIGHT-OF-WAY OF WILLIAM STREET LYING IN
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: L PAGE: 654
INSTRUMENT No. 2877409000



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 89°47'46" EAST, SHOWN HEREON AND ON (R-1) AS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN

NOTE

THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, NOR ANY EASEMENTS OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- (R-1) RECORD OF SURVEY PREPARED BY KOOTENAI COUNTY SURVEYORS AND FILED AT BOOK 20 OF SURVEYS, PAGE 57, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY JAMAR ASSOCIATES, INC. AND FILED AT BOOK 23 OF SURVEYS, PAGE 43, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND FILED AT BOOK E OF DEEDS, PAGE 244, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" TO SET WITHIN ONE YEAR
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182" DESTROYED DURING CONSTRUCTION, REPLACED
- CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- LOT LINE
- ADJACENT LOT LINE
- EASEMENT LINE
- SECTION LINE

		CHECKED BY: DES
		DRAFTED BY: WAL
		SCALE: 1" = 20'
		DATE: 09/08/2020
		JOB NO: LCE 18-055
1		2

126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230

PLS 07-492011-443 PM
PLS 07-18265-AC0715-005-PLAT

VILLA POINT NORTH

LOTS 10, 11 AND 12, BLOCK 14 OF PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND
A PORTION OF THE VACATED RIGHT-OF-WAY OF WILLIAM STREET LYING IN
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK: L PAGE: 10541A
INSTRUMENT No. 2077409000

KOOTENAI COUNTY RECORDER

THIS PLAT WAS RECORDED AT THE REQUEST OF JEFFERY A. SCOTT FOR RECORD IN THE OFFICE OF THE
RECORDER OF KOOTENAI COUNTY, IDAHO, THIS 16 DAY OF December, 2021, AT 4:29 PM
M. IN BOOK L OF PLATS, PAGE(S) 10541A, AS INSTRUMENT NUMBER 2077409000

FEE \$ 11.00
By: Desirae Packton
DEPUTY CLERK

JIM BRANNON, 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 16th DAY OF November, 2021

Ronald G. Jacobson
RONALD G. JACOBSON - MAYOR

Shannon Howard
SHANNON HOWARD - CLERK
William Melvin
WILLIAM MELVIN, PE - CITY ENGINEER
IDAHO PE #8203

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 31 December 2021

DATED THIS 19 DAY OF November, 2021

Mary Bidwell
KOOTENAI COUNTY TREASURER, Deputy Treasurer

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED SANITARY
RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF
A CERTIFICATE OF DISAPPROVAL.

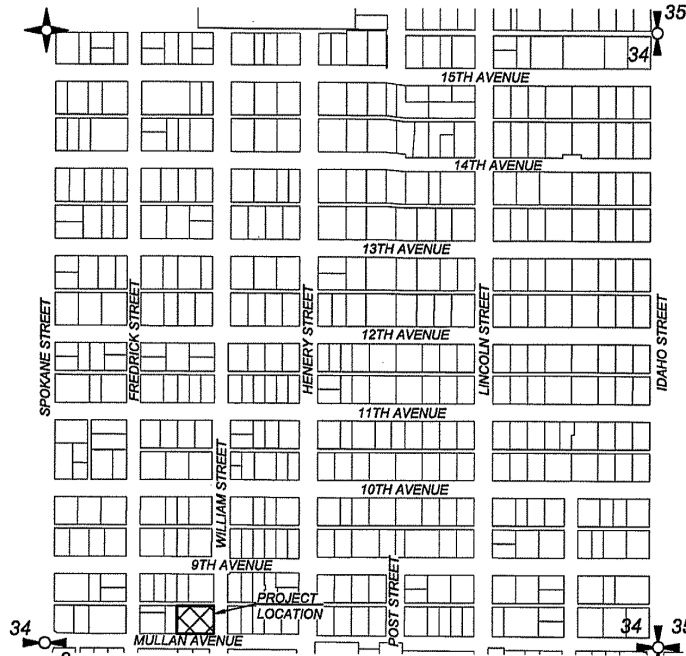
DATED THIS 29th DAY OF July, 2021

Stephen Colley
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 22nd DAY OF November, 2021



SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST

VICINITY MAP

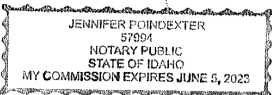
SCALE 1" = 500'

NOTARY CERTIFICATE

STATE OF IDAHO
COUNTY OF KOOTENAI

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF November IN THE
YEAR 2021, BY JEFFERY A. SCOTT, AN UNMARRIED MAN.

Jennifer Pindexter
NOTARY PUBLIC
MY COMMISSION EXPIRES ON 6/5/23



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.

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #4182, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE
PLAT OF VILLA POINT NORTH 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.

David Schumann
DAVID SCHUMANN
DATE 7/19/2021

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT JEFFREY A. SCOTT, AN UNMARRIED MAN, DOES HEREBY CERTIFY THAT
HE OWNS AND HAS LAID OUT THE LAND EMBRACED WITHIN THIS PLAT TO BE KNOWN AS VILLA POINT NORTH, A
PARCEL OF LAND BEING LOTS 10, 11 AND 12, BLOCK 14 OF THE PLAT OF DRUMHELLERS ADDITION TO POST FALLS,
RECORDED IN BOOK E OF DEEDS, PAGE 244, RECORDS OF KOOTENAI COUNTY, IDAHO AND A PORTION OF THE
VACATED RIGHT-OF-WAY OF WILLIAM STREET, LYING IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51
NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34 BEING A 2 INCH ALUMINUM CAP MARKED
"LS 5574" IN A MONUMENT WELL PER CP&F INSTRUMENT NUMBER 2594619000, RECORDS OF KOOTENAI COUNTY,
IDAHO, FROM WHICH THE SOUTHEAST CORNER BEARS SOUTH 89°47'46" EAST 2661.58 FEET; THENCE ALONG THE
SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 34, SOUTH 89°47'46" EAST 571.09 FEET; THENCE LEAVING
SAID SOUTH LINE, NORTH 00°12'14" EAST 43.17 FEET TO SOUTHEAST CORNER OF LOT 9, BLOCK 14 OF SAID PLAT
OF DRUMHELLERS ADDITION TO POST FALLS, BEING A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS
4182" AND TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID LOT 9, BLOCK 14, NORTH 00°01'22" EAST 120.05 FEET TO THE NORTHEAST
CORNER OF SAID LOT 9, BLOCK 14 AND ON THE SOUTH LINE OF AN ALLEY WAY, BEING A 5/8 INCH REBAR WITH
YELLOW PLASTIC CAP MARKED "PLS 4182";

THENCE ALONG THE SOUTH LINE OF SAID ALLEY WAY, SOUTH 89°57'55" EAST 159.91 FEET TO THE CURRENT
WEST RIGHT-OF-WAY OF WILLIAM STREET, BEING A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS
4182";

THENCE ALONG THE WEST RIGHT-OF-WAY OF SAID WILLIAM STREET, SOUTH 00°01'24" WEST 120.00 FEET TO THE
INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE NORTH RIGHT-OF-WAY OF MULLAN AVENUE, BEING A 5/8
INCH REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 4182";

THENCE ALONG THE NORTH RIGHT-OF-WAY OF SAID MULLAN AVENUE, NORTH 89°59'02" WEST 159.91 FEET TO THE
TRUE POINT BEGINNING;

SAID PARCEL CONTAINING 0.441 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;

A 10 FOOT SIDEWALK, DRAINAGE, AND UTILITY EASEMENT, AS SHOWN HEREON, ADJACENT TO THE ALLEY,
WILLIAMS STREET AND MULLAN AVENUE RIGHTS-OF-WAY, ARE HEREBY GRANTED TO THE PUBLIC IN THE NAME OF
THE CITY OF POST FALLS;

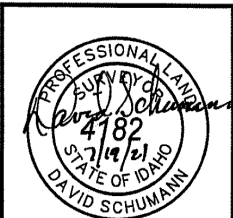
A 2 FOOT UTILITY EASEMENT, AS SHOWN HEREON, ADJACENT THE 10 FOOT SIDEWALK, DRAINAGE, AND
UTILITY EASEMENT ADJACENT TO WILLIAMS STREET IS HEREBY GRANTED TO THE PUBLIC IN THE NAME OF
THE CITY OF POST FALLS, BUILDING OVERHANG ARE ALLOWED IN THE 2 FOOT OF UTILITY EASEMENT;

A 10 FOOT INGRESS/EGRESS AND UTILITY EASEMENT IS HEREBY RESERVED FOR THE BENEFIT OF LOT 1
THROUGH 8, BLOCK 1, AS SHOWN HEREON;

DIRECT ACCESS OF LOTS TO OR FROM MULLAN AVENUE SHALL BE RESTRICTED.

LOTS WITHIN THIS PLAT ARE SUBJECT TO THE COVENANTS, CODES AND RESTRICTIONS RECORDED UNDER
INSTRUMENT No. 2077409000, RECORDS OF KOOTENAI COUNTY, REQUIREMENTS OF THE
VILLA POINT NORTH HOMEOWNERS ASSOCIATION, TOGETHER WITH ANY AND ALL AMENDMENTS MADE
THEREAFTER.

Jeffrey A. Scott
JEFFREY A. SCOTT
AN UNMARRIED MAN
DATE 11/4/2021



CHECKED BY: DES
DRAFTED BY: WAL
SCALE: N.T.S.
DATE: 09/08/2020
JOB NO: LCE 18-055

2

2

APPENDIX B

Vicinity Map



VICINITY MAP

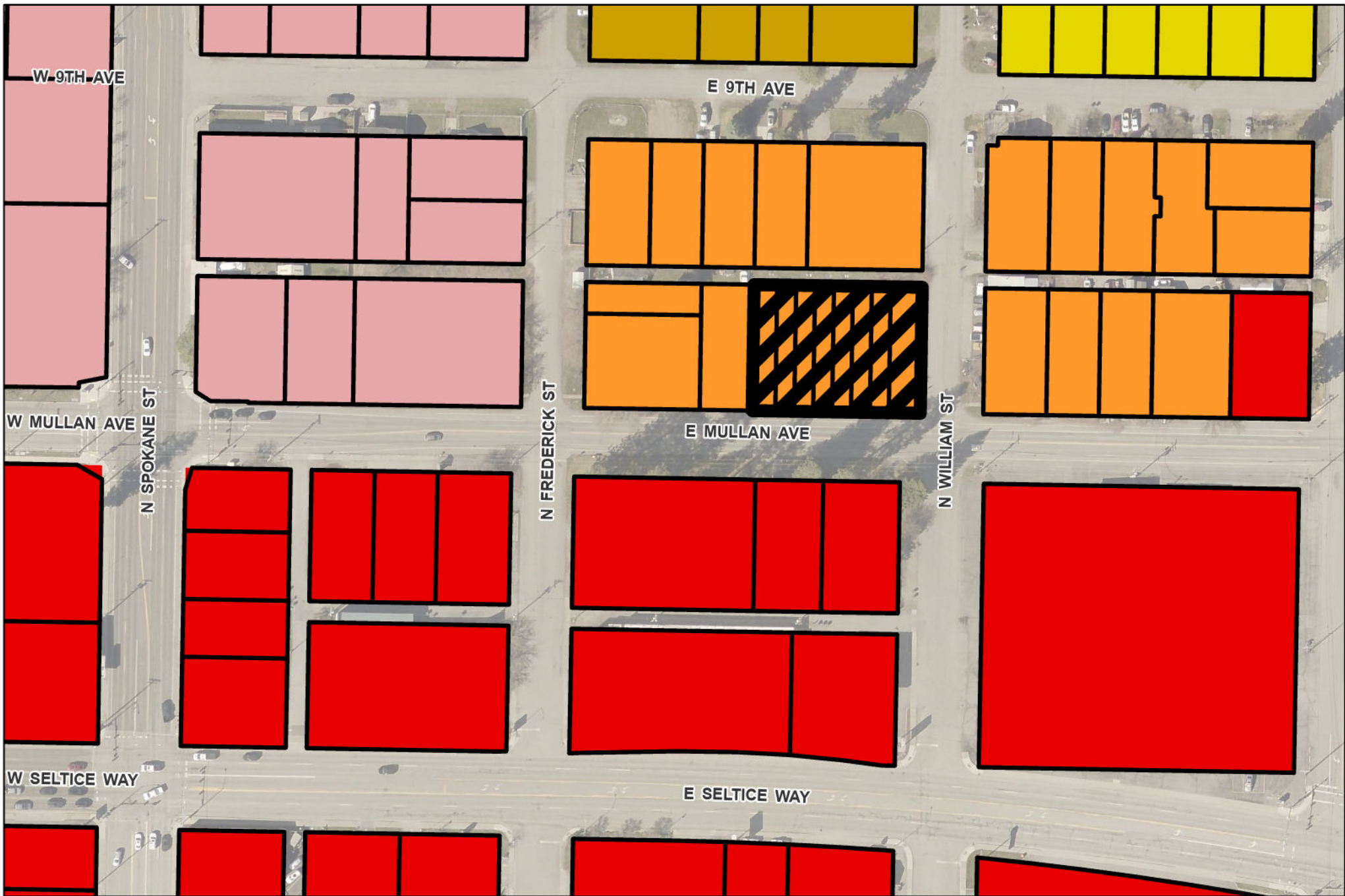


Site Location
Villa Point North
Vacation
VAC-25-2



- Post Falls City
- Boundary
- Tax Parcels
- ▶ Subject Site





Zoning Map
Villa Point North
Vacation
VAC-25-2

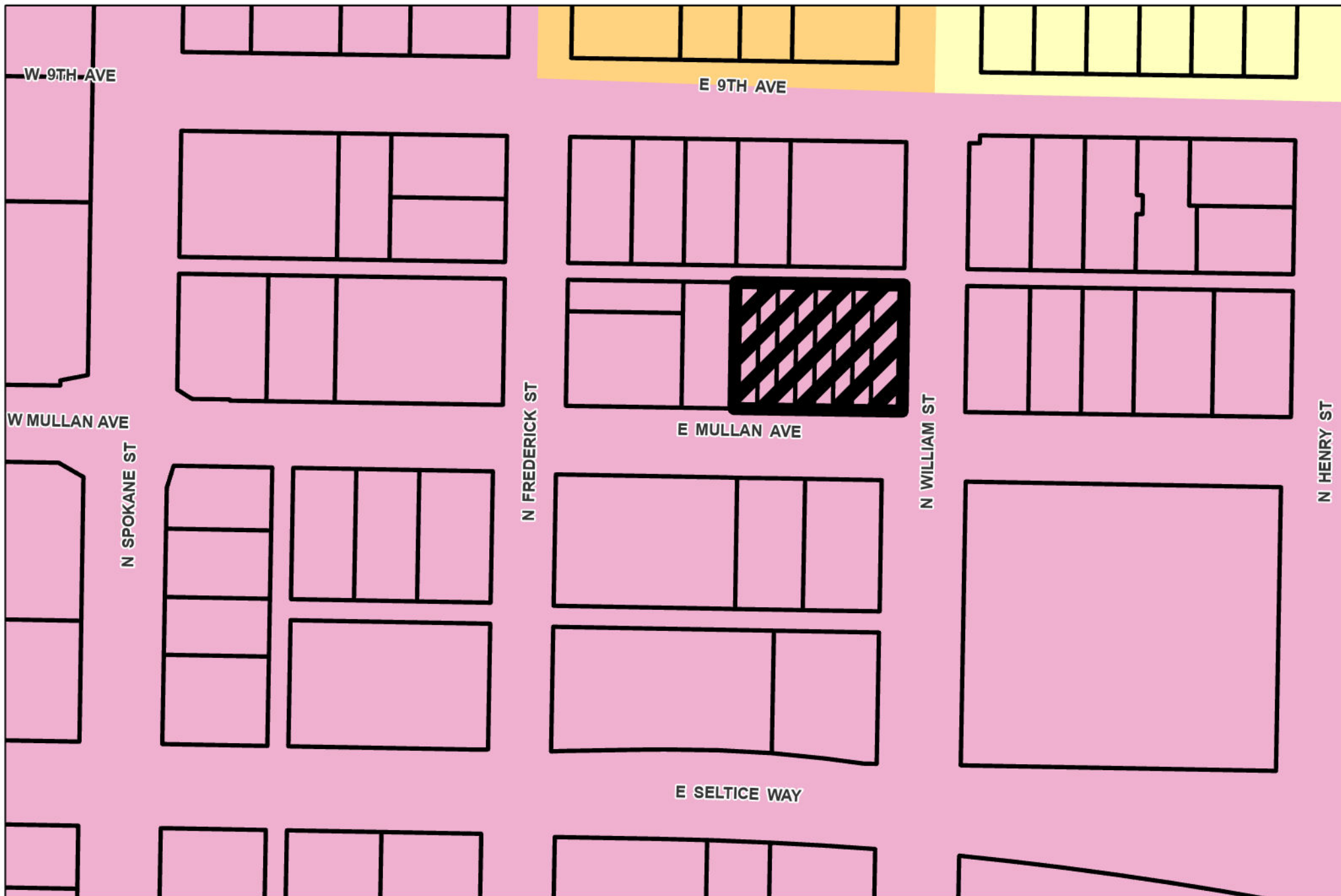


- Post Falls City
- Boundary
- Tax Parcels
- Subject Site
- CCS

- LC
- R-1
- R-2
- R-3



Exhibit S-2



Future Land Use
Villa Point North
Vacation
VAC-25-2



- - - Post Falls City Boundary
- ▭ Tax Parcels
- Subject Site
- Yellow Low Density Residential

- Orange Medium Density Residential
- Pink Business/Commercial



Villa Point North Vacation VAC-25-2

August 5, 2025



OWNER: Jeff Scott

APPLICANT: Merle Van Houten

REQUESTED ACTIONS:

Owner requests the vacation of the 10-foot utility easement running through the center of the lots within Villa Point North. The easement was established solely for the benefit of the platted parcels. No utilities have been installed, and no external parcels or utility providers are affected.

Villa Point North Vacation



Project Location



Site Location
Villa Point North
Vacation
VAC-25-2

 CITY OF
POST FALLS

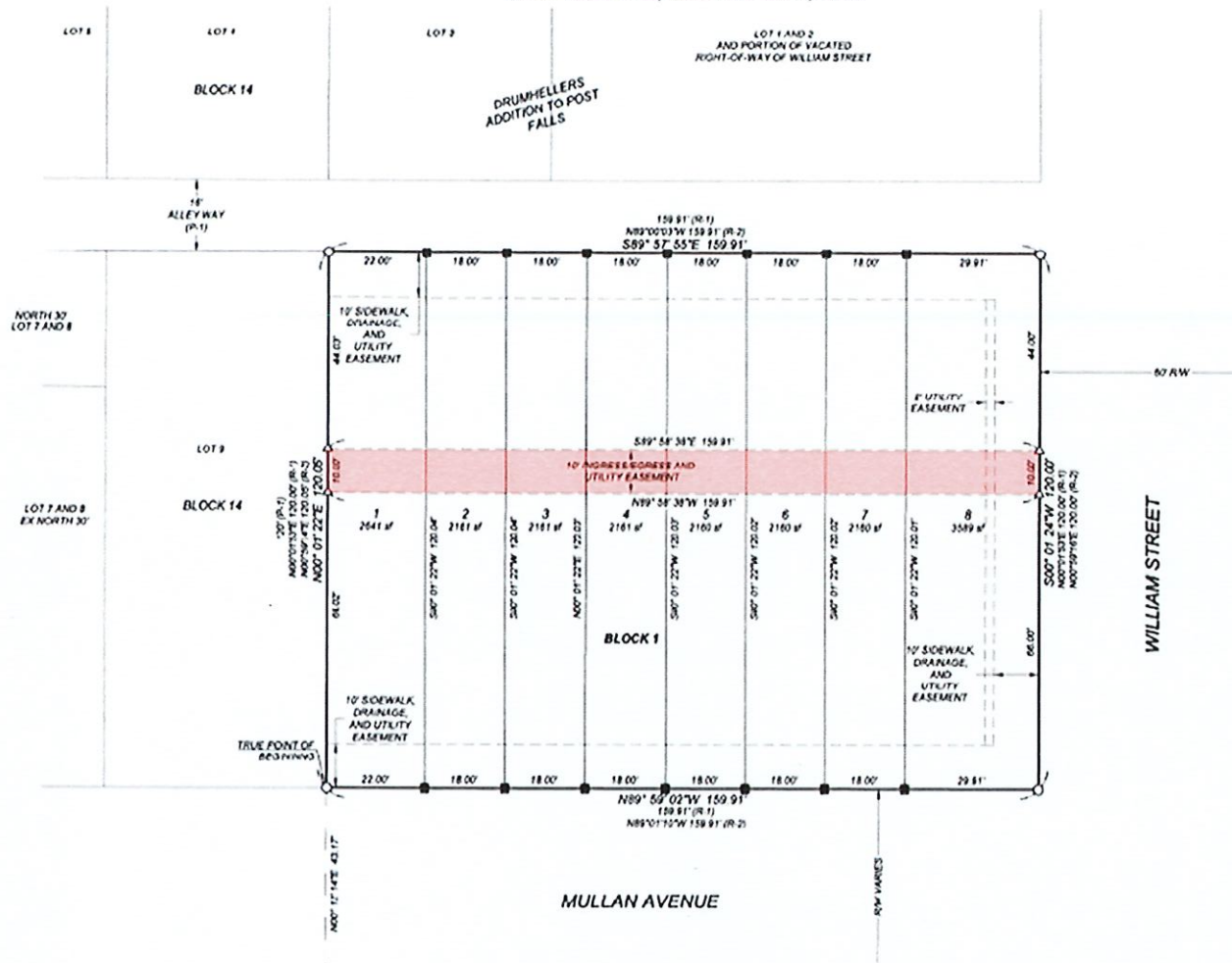
-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



 CITY OF
POST FALLS

VILLA POINT NORTH

LOTS 10, 11 AND 12, BLOCK 14 OF PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND A PORTION OF THE VACATED RIGHT-OF-WAY OF WILLIAM STREET LYING IN SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



Project Location

- Staff has no concerns with the proposed Vacation of the easement on the plat

Staff Comment



- Bonneville Power Administration
- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Phillips 66 (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Idaho Dept. of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Spectrum
- PF Police Department
- Utilities (W/WW)
- Urban Renewal Agency
- Kootenai County Planning
- City Link
- Idaho Transportation Dept.
- KMPO

Agencies Notified

Agency Comments





LOTS 10, 11 AND 12, BLOCK 14 OF PLAT OF DRUMHELLERS ADDITION TO POST FALLS AND
A PORTION OF THE VACATED RIGHT-OF-WAY OF WILLIAM STREET LYING IN
SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Thursday, July 17, 2025 10:11 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, June 30, 2025 12:46 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ Comments <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; contactus@postfallshd.com; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert

<cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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Please find attached the Notice to Jurisdictions for the Villa Point North Vacation File No VAC-25-2 that is scheduled for the City Council meeting on July 15, 2025. The draft staff report will be on the city's website shortly.

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



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Nancy Thurwachter

From: David Callahan <dcallahan@kcgov.us>
Sent: Monday, July 21, 2025 3:55 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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Hi Nancy,

We have no comments or concerns.

David Callahan, AICP
Director



Kootenai County
Community Development

451 N Government Way • P.O. Box 9000
Coeur d'Alene, Idaho 83816-9000

Phone: 208 446 1082 • Email: dcallahan@kcgov.us
Mobile: 208 660 3029

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, July 21, 2025 1:07 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; Chad Ingle <cingle@kcgov.us>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aec.com>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert

<cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

Good afternoon - Please find attached the Notice to Jurisdictions for the Villa Point North Vacation File No VAC-25-2 that is scheduled for the City Council meeting on August 5, 2025. The draft staff report will be on the city's website shortly.

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



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Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Wednesday, July 23, 2025 11:03 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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Nancy,

Phillips 66 does not have any utilities within your attached project vicinity.
(Response 13064)

Leo Martinez

Associate, Operations Support • Real Estate Services

O: 805-541-8912 | F: 805-538-6204
18781 El Camino Real | Atascadero, CA 93422
Leo.Martinez@phillips66.com



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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, July 21, 2025 1:07 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecocom.com>; Patton, Michael M <Michael.M.Patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>;

contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Andrew Millar <amillar@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Chris Schreiber <chris.schreiber@khco.com>; Dave Fair <dfair@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Justin Sauder <jsauder@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: [EXTERNAL]Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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Good afternoon - Please find attached the Notice to Jurisdictions for the Villa Point North Vacation File No VAC-25-2 that is scheduled for the City Council meeting on August 5, 2025. The draft staff report will be on the city's website shortly.

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



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Nancy Thurwachter

From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Monday, July 28, 2025 6:51 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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No Comment from the Idaho Transportation Department.

Robert Beachler
District 1 Planning Program Manager
Idaho Transportation Department
600 W. Prairie Ave
Coeur d'Alene, ID 83815
robert.beachler@itd.idaho.gov
(208) 772-1216
Office Hours M-TH 6-4:30

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Monday, July 21, 2025 1:07 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Ryan <dandr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; DEQ <deqcomments@deq.idaho.gov>; Devin Weeks <dweeks@cdapress.com>; Gina Dillman <gdillman@republicservices.com>; Glen Miles <Gmiles@kmpo.net>; Gregory Ashley <gregory.Ashley@williams.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; contactus@postfallshd.com; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Morton <smorton@republicservices.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
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Subject: Notice to Jurisdictions Villa Point North Vacation File No VAC-25-2

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



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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Ordinance - MVBC Annexation File No. ANNX-23-6

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the MVBC Annexation, which was approved by the city council following a public hearing on July 16, 2024. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On July 16, 2024, the city council held a public hearing to consider a request to annex approximately 3.6 acres and associated rights-of-way into the City of Post Falls with Limited Commercial (LC) zoning. The entirety of the site is generally located at the SE corner of N. Chase Rd. and W. Prairie Ave. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved January 7, 2025. On February 4, 2025, the Development and Annexation Agreement was approved by City Council. The attached ordinance is the legal document that, once recorded, memorializes this property being in the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On February 4, 2025, the Development and Annexation Agreement was approved by City Council

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation; The attached and corresponding ordinance memorializes this property being in the City of Post Falls, once recorded.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MVBC Annexation Ordinance

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 3.60 ACRES LOCATED AT THE SOUTHEAST CORNER OF NORTH CHASE ROAD AND EAST PRAIRIE AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on May 14, 2024, and the City Council on July 16, 2024, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Limited Commercial (LC) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Limited Commercial (LC) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the ____ day of _____, 20__.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 3.60-acres and zoning the property Limited Commercial (LC). The property is located at the southeast corner of N. Chase Road and E. Prairie Avenue, and is legally described as:

Being a tract of land situated in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, consisting of land described in Modification of Deed of Trust recorded under instrument 2234583000, Warranty Deed recorded under instrument 2738243000 and portions of West Prairie Avenue and North Chase Road right of ways, the boundary of which is more particularly described as follows:

BEGINNING at the Northwest corner of Section 27 from which the West Quarter corner of said Section 27 bears $S0^{\circ}20'49''W$ a distance of 2661.88 feet;

Thence $S0^{\circ}20'49''W$ along the West line of said section a distance of 375.00 feet:

Thence $S89^{\circ}00'58''E$ a distance of 30.00 feet to a point on the East right of way line of North Chase Road;

Thence continuing $S89^{\circ}00'58''E$ along the South lines of the parcels of land described in Modification of Deed of Trust recorded under instrument 2234583000 and Warranty Deed recorded under instrument 2738243000, a distance of 340.00 feet to the Southeast corner of the parcel of land described in Warranty Deed recorded under instrument 2738243000;

Thence $N0^{\circ}20'49''E$ along the East line of said parcel of land described in said Warranty Deed a distance of 350.00 feet to a point on the South right of way line of West Prairie Avenue;

Thence continuing $N0^{\circ}20'49''E$ a distance of 25.00 feet to a point on the North line of said Section 27;

Thence $S89^{\circ}00'58''E$ along said North line a distance of 30.02 feet;

Thence $N0^{\circ}34'28''E$ a distance of 30.00 feet to a point on the North right of way line of West Prairie Avenue;

Thence along said North right of way line the following three (3) courses:

1. $N89^{\circ}00'58''W$, 105.18 feet;
2. $N75^{\circ}59'28''W$, 110.92 feet;
3. $N89^{\circ}00'13''W$, 112.03 feet to an angle point on the North right of way line of West Prairie Avenue;

Thence continuing $N89^{\circ}00'13''W$ a distance of 74.92 feet to a point on the West line of Section 22;

Thence $S0^{\circ}34'28''W$ along said West line of said Section 22 a distance of 55.04 feet to the **Point of Beginning**.

Said description contains 3.60 acres, more or less.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION FOR ANNEXATION

Being a tract of land situated in the Southwest Quarter of Section 22 and the Northwest Quarter of Section 27, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, consisting of land described in Modification of Deed of Trust recorded under instrument 2234583000, Warranty Deed recorded under instrument 2738243000 and portions of West Prairie Avenue and North Chase Road right of ways, the boundary of which is more particularly described as follows:

BEGINNING at the Northwest corner of Section 27 from which the West Quarter corner of said Section 27 bears S0°20'49"W a distance of 2661.88 feet;

Thence S0°20'49"W along the West line of said section a distance of 375.00 feet:

Thence S89°00'58"E a distance of 30.00 feet to a point on the East right of way line of North Chase Road;

Thence continuing S89°00'58"E along the South lines of the parcels of land described in Modification of Deed of Trust recorded under instrument 2234583000 and Warranty Deed recorded under instrument 2738243000, a distance of 340.00 feet to the Southeast corner of the parcel of land described in Warranty Deed recorded under instrument 2738243000;

Thence N0°20'49"E along the East line of said parcel of land described in said Warranty Deed a distance of 350.00 feet to a point on the South right of way line of West Prairie Avenue;

Thence continuing N0°20'49"E a distance of 25.00 feet to a point on the North line of said Section 27;

Thence S89°00'58"E along said North line a distance of 30.02 feet;

Thence N0°34'28"E a distance of 30.00 feet to a point on the North right of way line of West Prairie Avenue;

Thence along said North right of way line the following three (3) courses:

1. N89°00'58"W, 105.18 feet;
2. N75°59'28"W, 110.92 feet;
3. N89°00'13"W, 112.03 feet to an angle point on the North right of way line of West Prairie Avenue;

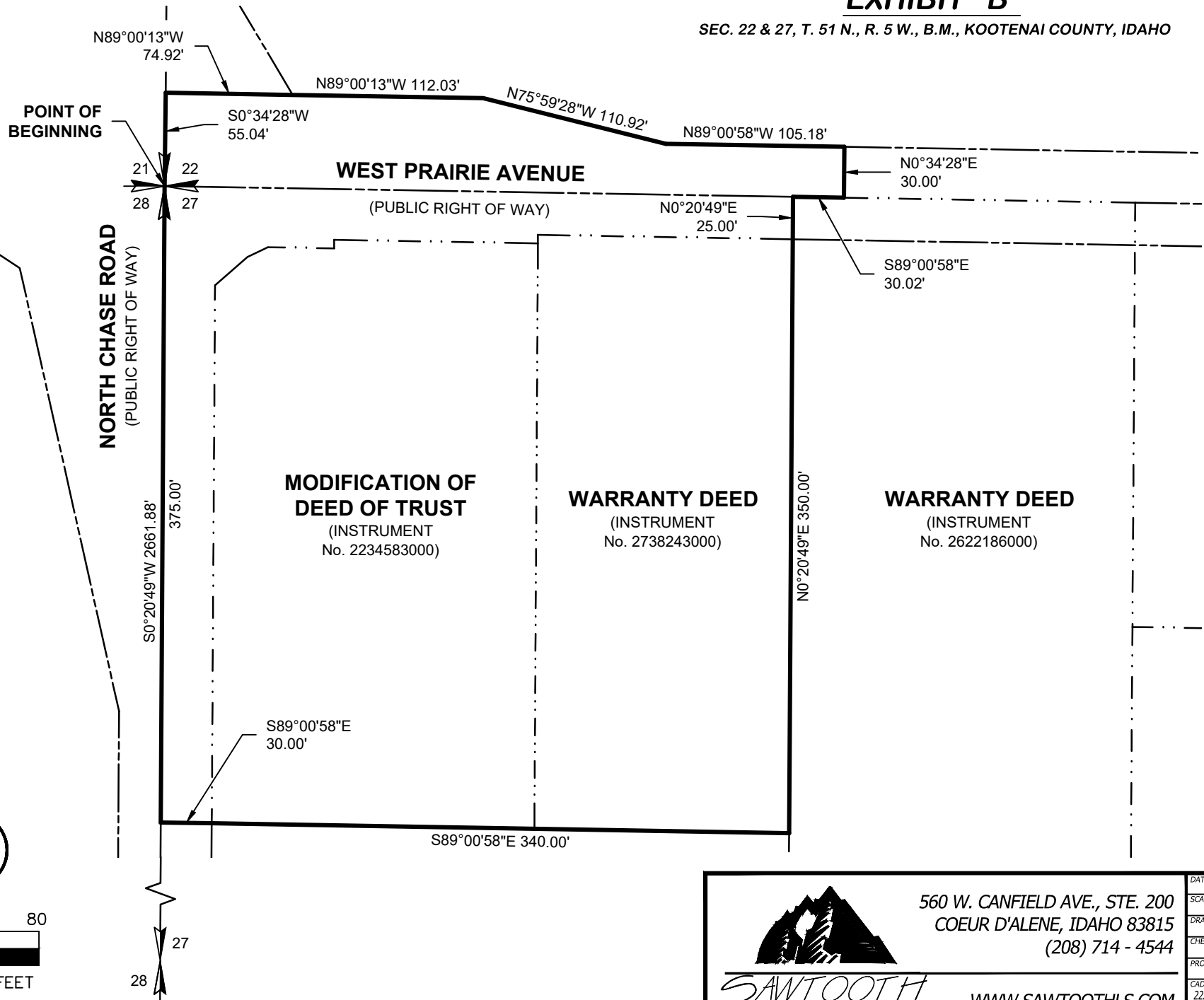
Thence continuing N89°00'13"W a distance of 74.92 feet to a point on the West line of Section 22;

Thence S0°34'28"W along said West line of said Section 22 a distance of 55.04 feet to the Point of Beginning.

Said description contains 3.60 acres, more or less.

EXHIBIT "B"

SEC. 22 & 27, T. 51 N., R. 5 W., B.M., KOOTENAI COUNTY, IDAHO



0 40 80
SCALE IN FEET



560 W. CANFIELD AVE., STE. 200
COEUR D'ALENE, IDAHO 83815
(208) 714 - 4544

SAWTOOTH
Land Surveying, LLC

WWW.SAWTOOTHLS.COM

DATE:	1/26/2024
SCALE:	AS SHOWN
DRAWN:	CMA
CHECKED:	CMA
PROJ. NO.:	222028
CAD FILE:	222028-BIBLE CHURCH-EXHIBIT2
SHT	1 OF 1

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Title 18 Frontage Improvement Code Amendment

ITEM AND RECOMMENDED ACTION:

This item is the Text Amendment for the Title 18 Frontage Improvement Code Amendment File No. TA-25-1, which was approved by the city council following a public hearing on July 15, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On July 15, 2025, the city council held a public hearing to consider a text amendment to repeat the existing Post Falls Municipal Code Section 18.24.020.F and replace it with language to establish parameters whereupon certain developments within infill lots, frontage improvements and right-of-way dedications would not be required providing that remaining sections of Post Falls City Code would be adhered to. The attached ordinance is the legal document that, once recorded memorializes this action by City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On July 15, 2025, the proposed text amendment was presented and approved by City Council,

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested text amendment. The attached and corresponding ordinance memorializes this decision by City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Ordinance_Watermark Removed

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE REPEAL AND ADOPTION OF POST FALLS MUNICIPAL CODE SECTION 18.24.020.F TO PROVIDE RIGHT OF WAY DEDICATION AND FRONTAGE IMPROVEMENT REQUIREMENTS, STANDARDS AND EXCEPTIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that it is in the city's best interest to amend City Code to provide standards for right-of-way dedication and frontage improvement requirements, standards and exceptions; and

WHEREAS, after public hearing on the hereinafter provided, and after recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Post Falls as follows:

SECTION 1. That Post Falls Municipal Code Section 18.24.020.F is repealed and replaced as follows:

18.24.020: GENERAL STANDARDS:

F. Street Right-Of-Way Dedication and Frontage Improvements.

1. Applicability. Dedication of additional street rights-of-way, easements and the construction of frontage improvements are required in the following cases:

- a. When establishing any use other than a temporary use.
- b. When constructing or expanding a use on a lot by creating a new land use or expanding an existing use by twenty-five (25%) or more in floor area.

c. For primary residential structures with less than 850 sq. ft. of living area, rights-of-way and frontage improvements are required when expanding by thirty-five percent (35%) or more in floor area.

2. Requirements. Frontage improvements shall be to the centerline of existing fully developed roadways, or to centerline, plus ten feet (10') for undeveloped roadways, including transitions on both ends of the developing property, as determined by the City Engineer. For corner lots or lots with multiple frontages, only improvements on the collector or arterial frontage are required. Right-of-way dedication must align with the transportation element of the comprehensive plan, the transportation master plan, or other requirements specified by the City Engineer through site plan review or other applicable procedures. Private streets and associated streetlights may be permitted at the City's discretion but must adhere to City street and illumination standards.

3. Exceptions. Dedication and frontage improvements are not required in the following circumstances:

- a. For temporary or seasonal uses.
- b. For residential accessory structures on lots that:
 - 1. Are not located in a SmartCode Zone,
 - 2. Do not front a collector or arterial roadway, and
 - 3. Are smaller in square footage than the primary residence.
- c. For infill development on pre-existing platted City lots creating up to three (3) additional cottage or tiny home housing units, through plat or site plan review, provided that:
 - 1. The lots are not located in a SmartCode Zone, and
 - 2. The lots do not front a collector or arterial roadway.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of

Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The city clerk shall cause the Post Falls Municipal Code to be amended as provided by this ordinance and may renumber, re-letter, and rearrange the codified parts of this ordinance if necessary to facilitate the finding of the law.

SECTION 5. The city attorney may correct scrivener's errors in this ordinance by filing a corrected copy with the city clerk.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on July ____ 2025.

APPROVED, ADOPTED and SIGNED this day of July, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE REPEAL AND ADOPTION OF POST FALLS MUNICIPAL CODE SECTION 18.24.020.F TO PROVIDE RIGHT OF WAY DEDICATION AND FRONTAGE IMPROVEMENT REQUIREMENTS, STANDARDS AND EXCEPTIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which repeals and adopts City Code to provide for exceptions to requirements of right-of-way dedications and frontage improvements; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of August, 2025.

/s/
Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which repeals and adopts City Code to provide for exceptions to requirements of right-of-way dedications and frontage improvements, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of July, 2025.

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Public Works Operations Center

ITEM AND RECOMMENDED ACTION:

Staff request City Council approve and authorize the Mayor to sign the contract with Integrus Architecture for design of the Public Works Operations Center.

DISCUSSION:

Background:

Public Works division's employees are currently hosted in a number of locations throughout the city. The Streets and Fleet divisions lease a space at the Water Reclamation Facility. The Water Division paid for one-half of the shop and admin facility at the Water Reclamation Facility. The Projects Division has used various offices over the last three years and is currently using space at City Hall.

The City's 2021 Facilities Needs Assessment addressed a need for the Streets, Fleet, and Water divisions to relocate off the site of the Water Reclamation Facility and for an operation center to house those divisions along with the needed administrative support staff. The Public Works portion of the larger facilities planning effort called for mitigating several immediate issues and purchasing land in the short-term and investing in an operations center around 2040. 9.5 acres was purchased in 2022 for the facility, on Hargrave Avenue to the east of Pleasant View Road. Instead of pursuing short-term modifications to the Streets facilities, in 2024 City Council approved a contract with Integrus Architecture to complete a feasibility analysis for an Operations Center to inform next steps. In May 2025 staff presented the findings of that report to City Council and received direction to bring a contract for design of the project to Council for consideration.

Contract Summary

Staff negotiated a contract with Integrus Architecture, who is on the City's approved roster for architectural services and who has assisted with prior phases of this project. This scope will provide design services for the first phase of the project. This phase includes an operations shop for the water division, streets heated storage, support facilities streets, water, and fleet operations staff, and office space for public works administrative support staff.

As part of the design work, staff will work with Integrus to consider any improved phasing recommendations which might allow for better functionality of the site at a similar cost. This will include a review of moving the Fleet operations and using the existing fleet facility for streets storage until a future date.

The contract includes the standard building design work, referred to as "basic services" in the contract as well as the design work related to the development of the site, which requires a road and utilities connections.

At this time, authorization is requested for all tasks except construction administration and record drawings. At the time of bidding, a companion request for these services would be presented to Council

for consideration. They are included in this scope to provide an idea of the cost magnitude for the future.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 2025 – Feasibility Study Results
February 2025 – Facilities Needs Assessment Workshop
May 2024 – Feasibility Study Contract Award
October 2023 – Funding Discussion
June 2023 – Funding Discussion
December 2021 - Facilities Needs Assessment Approval – (several workshops during development)

APPROVED OR DIRECTION GIVEN:

Previously, the Council has directed staff to further pursue relocating Public Works operations to the new property on Hargrave. The February 2025 workshop was informational. Council directed staff to negotiate a design contract at the May 2025 meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The project will be funded from the general fund facilities reserve account, the water capital fund, and the water reclamation capital fund, as discussed in previous meetings.

The contract value for the requested services is \$721,707 Staff requests a 5% contingency in the amount of \$36,085 to be authorized by the Public Works Director in the event additional services will benefit the project. Based on the projected utilization of the building, the total estimated impacts and the impacts from this design contract, are as follows:

	Estimated Total Project Cost	Design Cost
Contract Value	\$11.7M	\$721,707
Contingency	Included	\$36,085
Total	11.7M	\$757,792
<u>Fund Breakdown</u>		
General Fund (Facilities Reserve):	\$5.7M	\$ 369,181
Water	\$5.2M	\$ 336,796
Water Reclamation	\$0.8M	\$ 51,815

BUDGET CODE:

General Fund: 011-491.1801.93160
Water: 753-462.3325.95520
Water Reclamation: 463.3100.95520

ATTACHMENTS:

1. 080525 PPT Public Works Operations Center
2. Design Agreement
3. Exhibit A - Post Falls Operations Design Scope of Work

Public Works Operations Center

Andrew Arbini
Projects Division Manager
Public Works

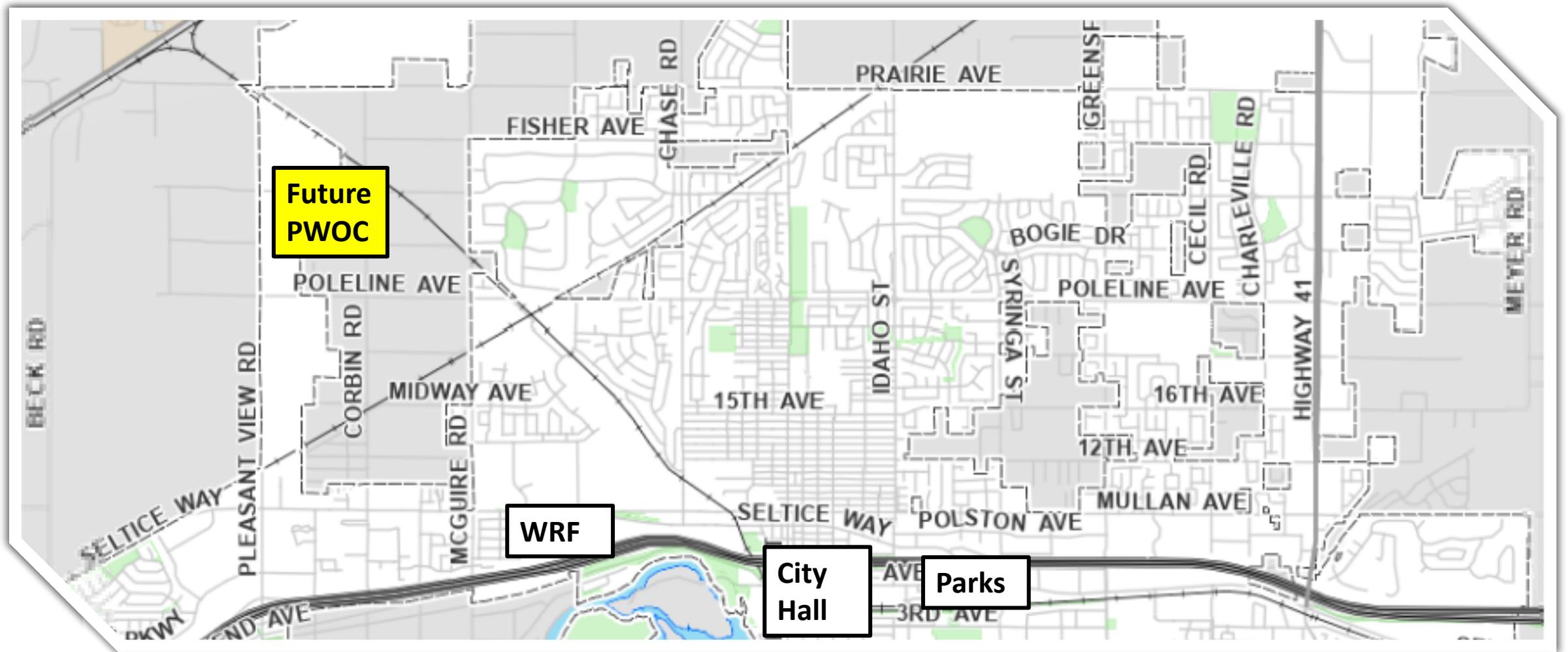
August 5, 2025
City Council Meeting



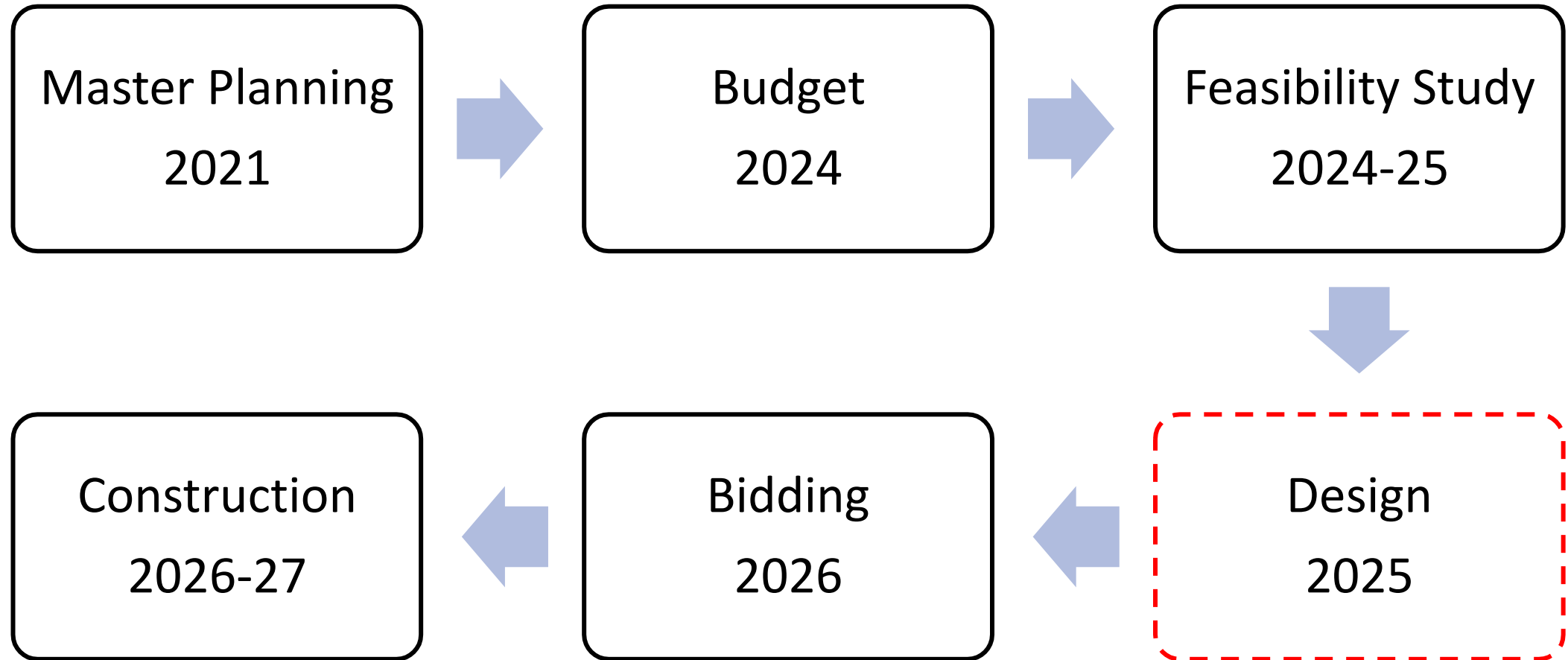
Presentation Outline

- Project Location & Background
- Project Scope
- Financial
- Recommended Action
- Next steps and Timeline
- Questions and Discussion

Location



Project Timeline



Background

2021 Facilities Needs Assessment

- “Master Plan” for non-program facilities
 - Not parks, utilities, roads
- Public Works Plan:
 - Relocate Streets, Fleet, Water from Water Reclamation Facility

Background Property Purchase

- Property purchased on Hargrave Avenue between Pleasant View and Corbin Road



Feasibility Analysis

- Reviewed by Council in May
- Findings:
 - Construction is feasible
 - Cost estimate is \$11.6M
- Direction: Proceed with negotiations on design contract



Existing Streets Facility



Scope of Project

- Design Structures
- Site Design
 - Street and frontage
 - Water and utilities
 - Sewer/Septic



Rendered Concept

Scope of Project

- Included:

- Public Works Administration
- Streets Operations
 - Heated Storage
- Water Operations
- Crew Space Accommodations
- Water Shop and Parking
- Covered Storage
- Gates and site improvements
- Hargrave road improvements

- Not Included

- Fleet Relocation (Consider)
- Sign Shop Relocation
- Roads in both directions
- Some covered storage
- Expansion space
- Dedicated training room
- Decant facility
- Wash facility

Financial Impact

Fund	Cost Allocation	Design Costs
General Fund (Facilities Reserve):	\$5.7M	\$369,181
Water	\$5.2M	\$336,796
Water Reclamation	\$0.8M	\$51,815
Total	\$11.7M	\$757,792

Total includes 5% contingency

Recommendation

- Staff recommends awarding the design contract to Integrus Architecture for \$721,707
- Staff requests a 5% contingency in the amount of \$36,085.
- Total requested authorization: \$757,792.

Next Steps and Timeline

- Design contract approval
- Design work through early 2026
- Bidding in spring 2026
- Approximately 1 year of construction

Questions?



CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works Department
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, Public Works Director. Phone: (208) 457-3374
Email: jbeacham@postfalls.gov

City Project Manager: Andrew Arbini, Projects Division Manager. Phone: (208) 457-3378
Email: aarbini@postfalls.gov

CONSULTANT:

Integrus Architecture
10 S Cedar St, Spokane, WA 99201
Firm Project Manager: Steven Clark, Associate Principal. Phone: 5098388681
Email: sclark@integrusarch.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “**City**,” and Integrus Architecture having offices for the transaction of business at 10 S Cedar St, Spokane, WA 99201 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “**Parties**.”

WITNESSETH:

WHEREAS, the City desires to obtain design services for a new Public Works Operations Center, outside the City limits; and

WHEREAS, the Consultant has been selected by the City to prepare such.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit “A”**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project will be in the City of Post Falls.

2.2. SCOPE/STATEMENT OF WORK: The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under the Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

2.3. PERSONNEL: The Consultant represents that it has or will secure all personnel required to perform its services at its own expense under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant may not replace the Project Manager or other key employee(s) without obtaining the City's approval, which the City will not unreasonably withhold. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any relevant specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that the City may request, the City may, at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. ASSIGNABILITY: The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. However, claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. The Consultant must provide notice of any such assignment or transfer promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. RELATIONSHIP OF THE PARTIES: The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and approvals according to this Agreement.

2.6. TERM: Services shall be performed with the degree of skill as is consistent with professional skill and care exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. . Upon request of the City, and subject to the City's approval, a schedule for the performance of the services, which may be adjusted as the project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods required for the City's review and the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$721,707.00 without an amendment to the agreement, approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended

or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

3.3. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. The parties understand and agree that except as otherwise provided in this Article, administrative overhead, and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to fees, licenses, and permits, have already been included in the computation of the Consultant's price and may not be charged to the City.

3.4. TIME OF PAYMENT: Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (30) days of receipt by the City, contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. FINAL INVOICE: For the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City except 10 days notice of cancellation due to nonpayment. The policy

must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a claim is made, or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. GENERAL LIABILITY INSURANCE: The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, and fire damage. The General Liability Insurance must state that the City of Post Falls, its officers, agents and employees, and any other entity required explicitly by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days prior written notice to the City of Post Falls.

4.4. WORKERS COMPENSATION: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting from such failure, either by compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is more.

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. TERMINATION BY CONSULTANT: This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the City in the event of substantial failure by the City to perform under the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: The City may terminate this Agreement with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon the Consultant's itemized breakdown and documentation that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. CLOSE-OUT OF WORK: Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City, the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend and hold the City harmless from claims, including reasonable attorney fees, losses and liabilities to or by third parties only to the extent caused by the negligent act, error or omission of the Consultant performed under this Agreement by the Consultant or employees to the fullest extent permitted by law as ultimately determined by a court of competent jurisdiction.. The Consultant's duty to indemnify the City shall not apply to liability for damages arising from bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend, indemnify, and hold the City harmless shall include, as to claims, losses, and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs, and all other claim-related expenses. The Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of the Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is more.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall expressly include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code or other statutory or contractual liens or rights of third parties, including taxes accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. Upon Payment in full, the City shall own all rights, title, and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others, which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"), but excluding the Consultant's standard details, schedules, and specifications. Use of the Instruments of Service without engagement of the Consultant by Client shall be at the City's sole risk

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering copyrights, patents, or other forms of protection provided by law for the Materials, such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in a paper, electronic, or another form, shall be remitted to the City by the Consultant, its employees, and any subcontractors, and the Consultant shall not copy, reproduce, allow, or cause to have the Materials copied, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City except that the Consultant may retain copies necessary for record-keeping, documentation and other such business purposes related to the Agreement.

7.3. STANDARD ELEMENTS: The preceding shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions

of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The Consultant will maintain, for at least three (3) years after completion of this Agreement, all relevant records concerning this Agreement. The Consultant shall make available to the City, at any time during their regular operating hours, all records, books, or pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be necessary for funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for the performance of its services outlined in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Agreement is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement, including but not necessarily limited to income and social security taxes.

8.2. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. COMPLIANCE WITH LAWS: The Parties hereto expressly agree to observe federal, state, and local laws, ordinances, and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services provided under the terms of this Agreement.

8.4. MODIFICATION: No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall apply to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

8.6. WAIVER: No officer, employee, agent, or otherwise of the City has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or law shall be taken and construed as cumulative, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce every such provision hereafter.

8.7. HEADINGS: This Agreement's Article and Section headings have been inserted solely for convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles or Sections they appertain.

8.8. OTHER EMPLOYMENT: This Agreement is not an exclusive services agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.9. RECOVERY OF FUNDS: Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their interest or the interest of any

corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

8.13. INTEREST OF CONSULTANT: The Consultant covenants that they presently have no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, the Consultant shall employ no person having any such interest.

8.14. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses, and other documents necessary to its performance under this Agreement.

8.15. INTEGRATION: This instrument and all appendices and amendments hereto embody the parties' entire Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment notices to be provided, setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in Exhibit "B", which is incorporated herein by this reference.

8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear

energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.

- c. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

9.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 1. Amendments; and
- 2. This Agreement; and
- 3. Exhibit "A" Scope of Work; and
- 4. Exhibit "B" Nondiscrimination Requirements

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____

Shannon Howard
City Clerk

Date: July _____, 2025

CONSULTANT

Steven Clark
Steven Clark, Associate Principal
Integrus Architecture

Date: July 25, 2025

State of Idaho)
 : ss
County of Kootenai)

On this 25th day of July, 2025 before me, a notary for the State of Idaho, personally appeared Steven Clark who, being by me first duly sworn, declared that they is a Associate Principal of Integrus Architecture 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



Shannon Howard
Notary Public for the State of Idaho
Residing at: Coer's Lake
My Commission Expires: 11/1/30

Exhibit B Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

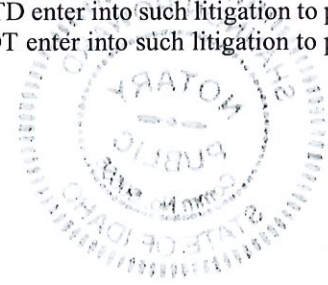
In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.



July 1, 2025

Mr. John Beacham
Public Works Director
City of Post Falls

RE: Public Works Operations Facility Design Proposal – R2

Dear Mr. Beacham:

We are pleased to submit the following proposal for full design of the new operations facility located between Corbin and Pleasant View roads on city-owned property. Our proposal is based upon the scope of work developed in the feasibility study and our meeting on May 28th 2025. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES & DELIVERABLES

The proposed scope of services is listed below:

1. Program Analysis and Needs Review

- a. Review and confirm scope priorities from Feasibility Study extending feedback loop from latest concept and floorplan.
- b. Incorporate additional phasing opportunities to move Fleet into Phase 1
- c. Confirm ROW and road development needs with PHD.
- d. Confirm future Phase II scope

2. Design

- a. Civil, Landscape, Architectural, Interiors, Structural, & MEP Design for new Operations facility based on feasibility study.

3. Cost Estimation

- a. Cost Estimates to be completed at milestones:
 - i. 100% Schematic Design
 - ii. 100% Design Development
 - iii. 90% Construction Documents (Permit Set)

4. Permitting

- a. Coordination of Land Use, Roadway, Utility, and Building permits
- b. Coordination with Kootenai County Fire & Rescue to confirm access, hydrant spacing, and fire flow requirement
- c. Facilitate communication with East Greenacres Irrigation District for water main extension approvals and service connections.

Mr. John Beacham
July 1, 2025

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- d. Coordinate with the Panhandle Health District (PHD) for septic system design approval, in compliance with GPD limits across parcels.
 - e. Annexation and Legal Description for ROW dedication
 - f. Topographic and boundary survey for ROW and full topo for existing property.
- 5. **Bid Support &**
 - a. Support Bid efforts including pre-bid conference and addenda as required
 - b. Attend bid opening and review bids with City
- 6. **Construction Administration** (Cost allowance, to be negotiated after bid)
 - a. Provide Construction administration including review of RFI's, Submittals, & Pay Applications
 - b. Conduct bi-weekly OAC meetings during construction
 - c. Provide minimum bi-weekly construction site visits with observation report
 - d. Provide punch list at time of substantial completion
 - e. Review Contractor closeout and Contractor as-builts.
- 7. **Other Optional Services:**
 - a. Presentation materials (Final Production Renderings, Physical Model)
 - i. (1) interior/lobby rendering, (1) aerial, and (1) Street view rendering.
 - b. Experiential Graphics/ Enhanced Signage Design (Branding & Wayfinding)
 - c. Life Cycle Cost Analysis for MEP Systems
 - d. FF&E Assistance, Selection, and/or Procurement
 - e. Utility Rebate Assistance
 - f. Conformed Set Production incorporating Bid Addenda Include in scope (CA Phase)
 - g. Record Drawing Production incorporating all contractor as-builts (CA Phase
 - h. A/V Telecom & Low Voltage Design
- 8. **Deliverables**
 - a. Design documentation, including 100% SD, 100% DD, 90% CD (Permit) and 100% CD milestones.
 - b. Project Manual (Specifications in CSI format).
 - c. 3D Design Visualization (basic visualization completed SD/DD phases)
 - i. Additional renderings as provided in allowance noted above.
- 9. **Proposed Schedule:**

Schedule to be refined as design progresses and entitlement process is understood.

 - a. **SD** – July – September 2025
 - b. **DD** – October-December 2025
 - c. **CD** – January – March 2026
 - d. **BID** – April 2026
 - e. **Construction** – May 2026 – May 2027

Mr. John Beacham
July 1, 2025

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EXCLUSIONS

Future phase design is excluded from this proposal. Planning and coordination for future work is anticipated but design will be completed under a separate future contract if required.

Geotechnical Services

- Subsurface investigation, geotechnical analysis, and reporting are to be provided by the owner or separately contracted.

Environmental & Hazardous Material Services

- No Phase I/II environmental assessments, wetland delineation, or hazardous materials testing/remediation included.

Traffic Impact Analysis

- No traffic studies or signal warrant analyses are included unless specifically requested as an optional service.

Annexation Legal Support

- Legal support for annexation or ROW dedication limited to coordination; any legal fees are by Owner

Other Exclusions:

- Acoustical Engineering
- Value Engineering
- Constructability Review
- Construction Testing & Inspection
- Offsite improvements beyond those defined in attached Civil Engineering Proposal

COMPENSATION

Compensation will be billed on a percent-complete basis by phase per the schedule below:

PHASE BREAKOUT	PERCENT PER PHASE
SD	18%
DD	20%
CD	31%
BID	2%
CA	27%
CLOSE	2%
TOTAL	100%

- **Compensation for Scope of Services**

Integrus will provide Professional services based on the scope of services described above. The fee for Basic Services is based on 8.25% of the projected \$8,500,000 Maximum Allowable Construction Cost at **\$701,250**. CA & Closeout at 29% is reduced for future CA Phase from Basic Services. Other Services & Task Based Services total \$218,820 including all allowances. See the attached **Fee Matrix, Exhibit E** for complete fee detail.

Mr. John Beacham
July 1, 2025

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- **Additional Services**
Services requested beyond those included in this proposal, shall be considered additional services and will be billed either on an hourly basis or negotiated at a lump sum. Hourly rates are subject to modification on an annual basis.

Total Additional Services Fee **\$0.00**

- **Reimbursable Expenses**
Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be approved in writing by Owner and billed at direct cost.

Estimated Reimbursable Expenses **\$5,000.00**

TOTAL FEE PROPOSAL **\$721,707.00**

If you agree with the terms stated herein, please send us a formal agreement for signature.
Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA
Architect | Associate Principal

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pc: Pam Costello, Integrus.

Post Falls Operations Center
City of Post Falls

22418.00
July 1, 2025

BASIC SERVICES PERCENTAGE

		MACC	% FEE	FEE AMOUNT
I. Basic Services Fee percentage	Building and Site	8,500,000	X 8.25%	\$701,250
			Adjustment Line	\$0
			TOTAL BASIC SERVICES FEE	\$701,250
			- Basic Services CA FEE	-\$203,362.50

OTHER SERVICES

II.	OTHER SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical MW Engineers	Electrical MW Engineers	Civil AHBL	Landscape AHBL	Cost Thomas Est.	Subtotal	Subtotal with Mark-Up	Total A/E
1.	Civil - On-site System Design	Lump Sum					6,900			6,900	7,590	7,590
2.	Landscape Architecture	Lump Sum						22,800		22,800	25,080	25,080
5.	Telecom / Low Voltage	Lump Sum				8,900				8,900	9,790	9,790
6.	Audio Visual Design	Excluded								-	-	-
7.	Security/ Surveillance Consulting	Excluded								-	-	-
8.	Wireless Access Point Design	Excluded								-	-	-
9.	DAS (Emergency Radio Enhancement)	Excluded								-	-	-
10.	Cost Estimation	Lump Sum							19,200	19,200	21,120	21,120
TOTAL OTHER SERVICES			-	-	-	8,900	6,900	22,800	19,200	57,800	63,580	63,580

ADDITIONAL TASK BASED SERVICES

III.	ADDITIONAL TASK BASED SERVICES	Approach	Architecture Integrus	Structural Integrus	Mechanical MW Engineers	Electrical MW Engineers	Civil AHBL	Landscape AHBL	Cost Thomas Est.	Subtotal	Subtotal with Mark-Up	Total A/E
AS1.	Presentation Materials (Renderings/Models)	Allowance	12,500							-	-	12,500
AS2.	Experiential Graphics / Branding/ Enhanced Signage	Allowance	14,500							-	-	14,500
AS3.	Early Site Package	Lump Sum	10,520	2,700	3,645	9,600	6,500			19,745	21,720	34,940
AS4.	FF&E Assistance, Selection, and/or Procurement	Allowance	20,150							-	-	20,150
AS5.	*Conformed Set (CA Phase)	Allowance	3,550	1,480	1,180	1,180	1,200	1,200		4,760	5,236	10,266
AS6.	*Construction Administration	Allowance	104,016	36,975	30,670	14,301	35,900	3,000		83,871	83,871	224,863
AS7.	*Record Drawings (CA Phase)	Allowance	6,250	1,600	2,450	2,450	2,000	1,500		8,400	9,240	17,099
AS8.	ROW Dedication	Allowance					15,000			15,000	16,500	16,500
AS9.	Topographic and Boundary Survey	Lump Sum					7,500			7,500	8,250	8,250
AS10.	Hargrave Road Extension Design	Lump Sum					32,000			32,000	35,200	35,200
AS11.	Water Main Extension	Lump Sum					12,000			12,000	13,200	13,200
TOTAL ADDITIONAL TASK BASED SERVICES			171,486	42,755	37,945	27,531	112,100	5,700	-	183,276	193,217	155,240
TOTAL OTHER SERVICES & ADDITIONAL TASK BASED SERVICES			171,486	42,755	37,945	36,431	119,000	28,500	19,200	241,076	256,797	218,820

*CA under separate future contract

Basic Services + Other Basic Services + Additional Task Based Services \$716,707
Estimated Reimbursable Expenses \$5,000
TOTAL CONTRACT VALUE W/O CA \$721,707

Allowance
Future CA
\$ 252,219



July 1, 2025

REVISED

Steven Clark, AIA
Integrus Architecture, PS
10 South Cedar Street
Spokane, WA 99201

Project: Post Falls Operations Center Phase 1, AHBL No. 2240143.11
Subject: Proposal for Civil Engineering Design Services

Dear Steven:

Thank you for the opportunity to submit this proposal for Phase 1 construction document preparation civil engineering services for the Post Falls Operations Center project.

Our assumptions for this project are listed below:

- Design will only be included for approximately Phase 1, with Phase 2 accommodated. Integrus indicated this will not include any design or construction on those phases, but will ensure the grading and site layout allow for the future expansion.
- Site layout will be provided by Integrus in electronic format through Schematic Design. AHBL will take control of the site layout following Schematic Design.
- The landscape architect will provide site furnishings and seat wall layout/design.
- Hargrave Road will be designed from Pleasant View to and through the site frontage, approximately 2,000 linear feet.
- Water access will be connected to at Corbin Road to the East Greenacres Irrigation District site, approximately 1,600 linear feet.
- An Early Site Package (ESP) will be prepared and permitted as a separate drawing set. The ESP will consist of the rough grading, roadway, and offsite utilities.
- Material testing and any required "full time observation" will be provided by City or material testing firm directly contracted with the City.
- Division 00 and Division 01 technical specifications and procuring and contracting requirements will be prepared by the architect.

Our scope of work is as follows:

Early Site Package (ESP) Civil Design – Task 11

1. Prepare base sheets for design drawings using the topographic survey and the architectural site plan. We will coordinate with the design team, client, and agencies for layout of ESP features.
2. Prepare a site clearing and demolition plan.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

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Suite 305

Spokane, WA 99201-0613

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3. Prepare plans and supporting details for a temporary erosion and sedimentation control (TESC) plan. Prepare a construction stormwater pollution prevention plan (CSWPPP).
4. Prepare plans for the ESP site grading plan. Provide rough finish grade elevations for the site improvements and coordinate design elevations with the architect and landscape architect. This scope does not anticipate retaining walls.
5. Meet and coordinate with design consultants, owner, architect, and permitting authorities.
6. Prepare three-part CSI format specifications for civil site work. These specifications will be provided for inclusion into the Project Manual prepared by the architect.
7. This proposal includes plan revisions to address comments from agency reviews.

Schematic Design (SD) – Task 12

8. Perform site visit and research available public information regarding development of the site, including topography, existing utilities, basin plans, and critical areas. This work will be performed to identify any site development constraints.
9. Provide input and assistance on stormwater layout and sizing. Coordinate with the geotechnical consultant regarding stormwater infiltration recommendations.
10. Prepare storm drainage, grading, and utility plans based on the site plan. These plans will be used for discussion with you and the design team.
11. Prepare cost estimates for civil related items.
12. Attend a pre-application meeting with the City.

Design Development (DD) – Task 13

13. Prepare a site grading plan. Provide finish grade elevations for the site improvements and coordinate design elevations with the architect and landscape architect. Site wall tops and bottoms will be specified, as needed, but this scope does not include the structural design of retaining walls, which should be designed by a structural engineer. This scope of work will include earthwork calculations for permitting purposes only.
14. Prepare plans and calculations for a storm drainage plan, as required by City of Post Falls. This design will address onsite stormwater runoff collection, flow control, and water quality treatment.
15. Provide horizontal control and dimensioning for site improvements, such as the proposed building, pedestrian circulation, parking, access, and utility features.
16. Prepare an onsite surfacing, striping, and signage plan with supporting details for asphalt paving, concrete curbs and walks, driveways, ADA ramps, pavement markings, and vehicle-related signage.
17. Prepare plans for an onsite domestic water and fire protection service to serve the proposed building(s) from the main extension in Hargrave Road. Offsite water main improvements are included as a separate task.



18. Prepare schematic level site plan layout of proposed gas, electrical, communications, and other dry utility services for coordination purposes. Dry utility design shall be completed by and be the responsibility of the utility purveyors. Dry utility purveyors to provide final design layouts in CAD for AHBL's inclusion in water, sewer, and/or storm plans for information/coordination purposes only.
19. Meet and coordinate with design consultants, owner, architect, and permitting authorities.
20. Submit progress sets to architect at project milestones for coordination and owner review. The following products will be prepared at the end of the DD phase, unless indicated otherwise:
 - Cover Sheet
 - Site Paving Plan and Pavement Markings Plan
 - Site and Utility Demolition Plan
 - ESC Plan
 - Drainage and Grading Plan
 - Water Plan
 - Drainage Report and Construction Stormwater Pollution Prevention Plan (CSWPPP)
 - Cost estimates for civil related items
21. This proposal includes plan revisions to address comments from agency reviews. If the agency requests changes that contradict their design standards or information they provided at a pre-design conference, this may result in a change of scope.

Construction Documents (CD) – Task 14

22. Advance the DD plans to a final CD level. Address all agency comments from the permit submittal.
23. Meet and coordinate with design consultants, owner, architect, and permitting authorities.
24. Submit progress sets to architect at project milestones for coordination and owner review. The following products will be prepared at the end of the CD phase, unless indicated otherwise:
 - Cover Sheet
 - Site Paving Plan and Pavement Markings Plan
 - Site and Utility Demolition Plan
 - ESC Plan
 - Drainage and Grading Plan
 - Water Plan
 - Drainage Report and Construction Stormwater Pollution Prevention Plan (CSWPPP)
 - Cost estimates for civil related items
25. Prepare three-part CSI format technical specifications for civil site work. These specifications will be provided for inclusion into the Project Manual prepared by the architect.



Hargrave Road Extension – Task 15

26. Prepare plans and calculations for horizontal and vertical profiles for road improvements. The plan will include pavement, curbing, striping, sidewalk, and stormwater management, ADA ramps, and details. Street illumination design will be provided by others, if required.

Water Main Extension – Task 16

27. Prepare plans and calculations for horizontal and vertical profiles for water main extension to the site.
28. Prepare hydraulic calculations supporting water main sizing for domestic and fire flows. The analysis will include the City property, but is not anticipated to include modeling of future flows in the area.

Onsite System Design (by Subconsultant) – Task 17

The scope of work for this task will be provided by Metro Engineering, Inc. as a subconsultant to AHBL. The fee below includes a 15% markup.

29. Coordination and submittal of Onsite Sewer System Application with Panhandle Health District (PHD).
30. Perform site visit including excavation of test pits.
31. Prepare design plans for the septic system, per the Idaho Department of Environmental Quality (IDEQ) Guidelines and PHD guidelines.
32. Prepare an Operation and Maintenance (O&M) Manual.
33. Submit plans and O&M Manual to PHD for review.
34. Provide client with approved plans for inclusion in the project set.
35. Perform inspection of the installed septic system before backfill. One inspection included.
36. Prepare record drawings of the installed system.
37. Provide client with final record drawings.

Boundary and Topographic Survey (by Subconsultant) – Task 18

The scope of work for this task will be provided by Advanced Technology Surveying & Engineering (ATS) as a subconsultant to AHBL. The fee below includes a 15% markup.

38. Title review/deed research and previous records review.
39. Horizontal and vertical localization for survey.
40. Topo data collect existing features and conditions of the above referenced property, including above ground visual utilities, hard surfaces, and Corbin Road and Pleasant View Road to the north and south.



41. Field data point management and preparation for drafting.

42. Topographic mapping.

Conformed Construction Documents – Task 19

43. Prepare conformed civil plans and specifications, incorporating Requests for Information (RFIs) and revisions during bidding.

Bidding and Construction Phase Services – Task 60

44. Assist the architect during the bidding phase, to include preparation of bid addenda and responding to subcontractor questions.

45. Assist the owner/client during construction to ensure the intent of the design is being met. This will include occasional site visits, attendance at meetings requested by owner/client, response to contractor questions as they relate to the design, and final punchlist inspection. This scope of work allows 3 hours a week for the three-month civil construction period (36 hours).

ESP, Hargrave Road and Water Const. Phase – Task 61

The items below directly relate to construction assistance for the EDP items included in Task 11. The anticipated project duration for these tasks is the estimate is based upon is 4 months.

46. Assist the architect during the ESP bidding phase, to include preparation of bid addenda and responding to subcontractor questions.

47. Prepare agenda and attend weekly project meetings with the City and contractor.

48. Assist the owner/client during Road construction to ensure the intent of the design is being met. This will include visual observation for subgrade, asphalt paving, curbing, sidewalk and drainage facilities.

49. Coordinate with City contracted material testing firm.

50. Provide Hargrave Road record drawings and GIS per City standards.

51. Oversee pressure testing and review bacteria results for Hargrave water main.

52. Provide Hargrave water main record drawings

Site Record Drawings – Task 62

53. Review contractor-furnished record drawings for the site at the end of construction. We anticipate 15 hours will be required to review the contractor's record drawings and prepare electronic AutoCAD record drawing files for the City.



Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-7	ESP Civil Design	T-11	\$6,500
Items 8-12	Schematic Design	T-12	8,500
Items 13-21	Design Development	T-13	15,000
Items 22-25	Construction Documents	T-14	20,000
Item 26	Hargrave Road Extension	T-15	32,000
Items 27-28	Water Main Extension	T-16	12,000
Items 29-37	Onsite System Design (by Subconsultant)	T-17	6,900
Items 38-42	Boundary & Topographic Survey (by Subconsultant)	T-18	7,500
Item 43	Conformed Construction Documents	T-19	1,200
Items 44-45	Bidding & Construction Phase Services	T-60	16,500
Items 44-45	ESP, Hargrave Road and Water Const Phase	T-61	18,500
Item 46	Site Record Drawings	T-62	2,000
Total			\$146,600

We believe we have determined, as best we can, the number of hours required to complete these tasks. However, some of the tasks listed are influenced by factors outside our control. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances beyond our control, we will notify you immediately. We will not perform additional work until we have your written authorization.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, e.g., geotechnical and traffic engineers, or wetlands, wildlife, site lighting, and other specialists that may be required.
- b) Preparation, submittal, or securing of permits.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Offsite improvements.
- e) Costs associated with reconsiderations of agency decisions.
- f) Costs associated with preparing and filing variances, etc.
- g) Costs associated with substantial redesign after preparation of design development drawings.
- h) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- i) Design of structural walls or underground vaults.
- j) Design of retaining walls, miscellaneous site features, water features, or site lighting, unless otherwise noted.
- k) Additional inspections that are a result of contractor non-compliance to the plans or specifications.



- I) Dividing construction into more than two phases of work or adding more than two bid alternates to the plan sets.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare your standard AIA contract. Our receipt of the signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (509) 252-5019.

Sincerely,

Erick Fitzpatrick, PE
Principal

EMF/lsk

c: Skylar Brower - AHBL
Accounting

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June 13, 2025

Steven Clark
Integrus Architecture, PS
10 South Cedar Street
Spokane, WA 99201

Project: Post Falls Operations Center, AHBL No. 2240143.40
Subject: Proposal for Landscape Architecture Services

Civil Engineers

Dear Steven:

Structural Engineers

Thank you for the opportunity to submit this proposal for landscape architecture services for the Post Falls Operations Center project. The City of Post Falls Public Works department is constructing a new office, shops, and maintenance operations facility on Hargrave Road in Post Falls, Idaho. Our understanding of the project scope is based on the master plan and feasibility study prepared by Integrus dated January 14, 2025, and conversations with you. Our scope of services is listed below.

Landscape Architects

Community Planners

Our assumptions for the project are as follows:

Land Surveyors

- Site design will be prepared by Integrus or the civil engineer. We will assist with landscape code related requirements.
- Permitting and design of landscape related features will not be phased or broken into multiple permit and/or bid packages. We can revise the proposal as requested to address any required phasing or bidding of the project.
- Wetland mitigation and tree preservation will not be required.
- Irrigation plans will be required by the permitting agency. Irrigation design will start after the irrigation point of connection. We will coordinate with the civil engineer to show an irrigation point of connection downstream of an irrigation water meter. Documentation of the meter will be on the civil plans.
- Site lighting will be completed by others under separate contract. We will coordinate with the lighting designer or electrical engineer, if needed, on lighting design and layout for their documentation.
- Value engineering after the Design Development phase is not included in our scope, but can be added as a supplemental service.

Schematic Design (SD) – Task 41

1. Perform site visit and reconnaissance to photograph and review miscellaneous site elements and surrounding conditions.
2. Meet with design team for project development and coordination. This scope of work allows 12 hours for meeting time and coordination during this phase of the project.
3. Research municipal code requirements for project development.

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Spokane, WA 99201-0613
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4. Prepare a landscape code requirements exhibit for team coordination.
5. Prepare conceptual planting plan for review with client/owner and for submission for development review.

Design Development (DD) – Task 42

6. Coordinate with design team for project development and coordination. We have assumed two meetings per month for three months for this phase.
7. Prepare plant species and furnishing palette options and discuss with client.
8. Prepare DD level planting and irrigation construction documents at 1"=20' and associated details that conform to City of Post Falls Smart Code requirements, based on the architectural site plan prepared by Integrus.
9. Prepare miscellaneous site furnishing details for project development, including benches and trash receptacles.
10. Prepare DD level fencing and gate details. Coordinate gate types, controls, power, and communications with the owner and design team.

Construction Documents (CD) – Task 43

11. Coordinate with design team for project development and coordination. We have assumed two meetings per month for three months for this phase.
12. Prepare Permit and Bid Document level landscape and irrigation construction documents at 1"=20' and associated details that conform to City of Post Falls Smart Code requirements, based on the architectural site plan prepared by Integrus.
13. Prepare three-part CSI format technical specifications for landscape, fencing, irrigation, and miscellaneous site furnishing related work for project implementation.
14. Prepare Permit Set documents at the 90% CD level.
15. Prepare 100% Bid documents after permit approval.

Permitting – Task 44

Permitting is influenced by factors outside our control and often we have to change our plans to meet comments provided to civil and architecture. Therefore, we have estimated the time that will be required. Based on recent project experience in Post Falls, we anticipate at least six submittals. We will review any agency comments with you prior to making changes.

16. Coordinate with City of Post Falls to define the development requirements. This task includes discussions with you to review agency comments.
17. Revise the plans as necessary to address comments from the agency having jurisdiction related to preliminary entitlement and final design. For budget purposes, we assume two rounds of comment review and response cycles.
18. Prepare conformed permit set with all revisions included for final approval stamps by the agency having jurisdiction.



Bidding and Construction Phase Services – Task 45

19. Assist the owner and the architect with answering bidders' questions for clarification and assist in the preparation of bid addenda, as necessary.
20. Respond to contractor-initiated questions during construction as they relate to the design.
21. Review planting, irrigation, site furnishing, and fencing related product submittals and shop drawings, and report findings to the owner and architect.
22. This task allows for a total of four site visits:
 - a. Two site inspections (including site observations with report) during construction to ensure the intent of the design is being met, including planting soil preparation, planting material inspection and layout, mainline pressure test, and irrigation coverage test.
 - b. Two site visits post construction (one punchlist visit and one follow-up/back-punch visit).
23. Prepare final letter of substantial project conformance/completion.
24. Review contractor-furnished record drawings at the end of construction. We anticipate 8 hours will be required to review the contractor's record drawings and prepare electronic AutoCAD record drawing files.

This scope of work will be billed on a time and expense basis, with an estimate provided below.

Reimbursable Expenses – Task 90

25. Reimbursable expenses such as mileage and reprographics. This scope of work will be billed on a time and expense basis, with an estimate provided below.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-5	Schematic Design	T-41	\$4,000
Items 6-10	Design Development	T-42	7,500
Items 11-15	Construction Documents	T-43	7,500
Items 16-18	Permitting	T-44	3,000
Items 19-24	Bidding/Construction Phase Services (T&E est.)	T-45	3,000
Item 25	Reimbursable Expenses (T&E est.)	T-90	800
Total			\$25,800

You may not want us to provide some of the services listed above. We can discuss these services and the number of hours with you and make adjustments, as necessary.



Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this proposal.

Exclusions

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, e.g., arborist, geotechnical and traffic engineers, or wetlands, wildlife, and other specialists, if required by the review agency.
- b) Preparation, submittal, or securing of permits including, but not limited to:
 - 1) Forest Practices Applications or permits from the Department of Natural Resources for logging operations.
 - 2) National Pollutant Discharge Elimination Systems Baseline General Permits or the associated Notice of Intent from the Department of Ecology for stormwater discharge to surface waters.
 - 3) Hydraulic Permit Applications from the Washington State Department of Fish and Wildlife for work in stream buffers or floodplain areas.
- c) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of others.
- d) Environmental impact statement.
- e) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- f) Offsite improvements.
- g) Design of retaining wall features in excess of 3 feet or miscellaneous site features, unless otherwise noted.
- h) Wetland mitigation design and monitoring.
- i) Costs associated with reconsiderations of agency decisions.
- j) Costs associated with preparing and filing variances, etc.
- k) Costs associated with the publication of legal notices in the newspaper.
- l) Costs associated with the preparation and installation of public notice signs.
- m) Costs associated with title reports or other legal documents.



- n) Costs associated with substantial redesign after preparation of design development drawings.
- o) Preparation of maintenance manuals, reports, or certification testing of installed improvements.
- p) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- q) Development of an opinion of probable construction costs.
- r) Preparation of documents using metric units of measure.
- s) Dividing the design work into more than one phase of work.

Although we do assist the owner during the construction process, this proposal is for design services only and in no way implies we are construction managers.

If you find this proposal acceptable, please prepare your standard contract. Our receipt of the signed contract or your written authorization will be our notification to proceed.

If you have any questions, please call me at (509) 252-5019.

Sincerely,

Craig D. Andersen, PLA, LEED AP
Director of Landscape Architecture

CDA/Isk

c: Accounting

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June 17, 2025

Steven Clark
 Integrus
 10 South Cedar St
 Spokane, WA 99201

PROJECT: Post Falls Operations Center
 PROJECT #: 2024.116.02
 CC: Mark Wilke – MW Engineers

 RE: Engineering Services Request (Rev 1)

Steven,

Thank you for including MW as part of this great team. We look forward to another successful project working with Integrus. We offer this revised proposal to provide engineering services for your review and acceptance.

PROJECT ASSUMPTIONS: This project consists of a new operations center for the City of Post Falls, Idaho as described in the final Master Plan and Feasibility Study dated January 14, 2025 and subsequent correspondence.

SCHEDULE: The project schedule is currently understood to be as follows:

Schematic Design	July – September 2025
Design Development	October – December 2025
Construction Documents	January – March 2026
Bidding	April 2026
Construction	May 2026 – May 2027

PROJECT ASSUMPTIONS	
Project MACC	\$8,500,000
Project Square footage	19,620
Assumed Architectural Basic Fee Percentage	8.50%
Proposed MEP Basic Services Percentage	6.25%
ROM Mechanical Construction Value	\$1,691,670
ROM Electrical Construction Value	\$789,018

BASIC SERVICES PROPOSED FEES: We propose to provide the above basic engineering services for a fixed fee based on the estimates in the following fee matrix. These fees are based upon historical MEP/FP cost estimates for similar project types.

BASIC SERVICES PROPOSED FEES				
Phase Description	Design/ CA Split	Mechanical	Electrical	Total
SD	18%	\$19,031	\$8,876	\$27,907
DD	20%	\$21,146	\$9,863	\$31,009
CD	31%	\$32,776	\$15,287	\$48,063
BID	2%	\$2,115	\$986	\$3,101
CA	29%	\$30,662	\$14,301	\$44,963
Subtotal Basic Service Fees		\$105,730	\$49,313	\$155,043

BASIC SERVICES: The following are descriptions of the engineering services included in the basic services for the project. Services outlined as a potential supplemental service or indicated to be excluded elsewhere in this proposal are excluded from the basic services.

MECHANICAL: Design and specification of fire sprinkler, plumbing and HVAC systems including temperature controls.

ELECTRICAL: Design and specification of electrical systems including utility service, building distribution, equipment connections, branch circuits, receptacles, pathways, electrical load calculations, and the sub-systems below. Emergency power systems are assumed to provide code-minimum capacity for egress and exiting.

LIGHTING: Design and specification of lighting systems and the associated lighting control systems. Services include conceptual design, renderings, final design, and photometric calculations.

AUDIO-VISUAL ROUGH-IN: Basic services exclude the design of audio-visual systems.

TELECOMMUNICATIONS ROUGH-IN: Basic services exclude the design of telecommunications systems.

WIRELESS ACCESS NETWORK ROUGH-IN: Basic services exclude the design of the wireless access network system.

SECURITY ACCESS CONTROL ROUGH-IN: Basic services exclude the design of security access and video surveillance systems.

FIRE ALARM: Design and specification of a full coverage fire alarm detection and notification system.

DRAWING PREPARATION: Basic services include the preparation of drawings using Revit developed to BIM Level 200 as defined in AIA document G202-2013 in construction documents, except for fire sprinkler which is BIM Level 100.

POTENTIAL SUPPLEMENTAL SERVICES PROPOSED FEES: We propose to provide the supplemental engineering services below for a fixed fee based on the estimates in the following fee matrix.

POTENTIAL SUPPLEMENTAL SERVICES				
Description	Design / CA Split	Mechanical	Electrical	Total
Energy Life Cycle Cost Analysis (ELCCA)	100/0	\$28,250	\$0	\$28,250
Utility Rebate Assistance	100/0	\$2,880	\$1,350	\$4,230
MEP Cost Estimation	100/0	\$4,320	\$4,320	\$8,640
Early Site Package	100/0	\$3,645	\$9,600	\$13,245
Audio Visual Design	69/31	\$0	\$9,300	\$9,300
Telecom Design	69/31	\$0	\$8,900	\$8,900
Wireless Access Point Design	69/31	\$0	\$5,500	\$5,500
Security Design	69/31	\$0	\$11,200	\$11,200
Public Safety Emergency Radio Communication Enhancement System (ERCES) Distributed Antenna System (DAS)	69/31	\$0	\$3,500	\$3,500
Conformed Set	0/100	\$1,180	\$1,180	\$2,360
Record Documents	0/100	\$2,450	\$2,450	\$4,900
Subtotal		\$42,725	\$57,300	\$100,025

POTENTIAL SUPPLEMENTAL SERVICES: The following are descriptions of potential extra services that might be desired for this project that are not included in the basic services fee.

ENERGY LIFE CYCLE COST ANALYSIS (ELCCA): Provide Energy Life Cycle Cost Analysis energy modeling and report. The ELCCA will look at (3) HVAC options to compare over a 50-year life cycle. This typically occurs in design development although on certain projects it can occur as early as the end of schematic design depending upon schedule and team approach.

UTILITY REBATE ASSISTANCE: Includes assisting the Owner with completion of utility rebate analysis and documentation for MEP systems. Excludes energy modeling if required by the local utility for rebate documentation.

MEP COST ESTIMATION: The cost estimator on the project is anticipated to not provide MEP estimation. This effort will provide an opinion of probable MEP costs for the SD, DD, and 90% CD milestones to inform the budget.

EARLY SITE PACKAGE: Preparation of an early bid package for site utilities.

AUDIO VISUAL DESIGN: Includes design of a full audio-visual distribution system consisting of pathways, cabling, equipment racks, outlets, and terminations. A complete list of all Owner provided audio visual equipment, equipment locations and associated AV cabling and outlet requirements will

be closely coordinated with the owner and included within MW's audio-visual plans. All AV equipment will be provided and installed by Contractor.

TELECOM DESIGN: Design and specification of a complete Telecommunications distribution system. Design to consist of pathways, cable tray, cabling, equipment racks, patch panels, outlets, and terminations. Active telecommunications equipment will be provided and installed by the Owner.

WIRELESS ACCESS POINTS (WAPS) DESIGN: Design and specification of a complete wireless access distribution system. Design to consist of pathways, cable tray, cabling, equipment racks, patch panels, outlets, and terminations. Active telecommunications equipment will be provided and installed by the Owner.

SECURITY DESIGN: Includes design and specification of a full video surveillance system (VSS) security camera and access control system consisting of pathways, cabling, outlets, and terminations. All access-controlled door locations and owner-provided VSS security camera locations will be closely coordinated with the owner and included within MW's security plans. All VSS security cameras and head-end equipment will be provided and installed by Contractor.

PUBLIC SAFETY EMERGENCY RADIO COMMUNICATION ENHANCEMENT SYSTEM (ERCES) DISTRIBUTED ANTENNA SYSTEM (DAS): Includes preparation of a performance specification for the implementation of a complete Public Safety Emergency Radio Communication Enhancement System (ERCES) Distributed Antenna System (DAS) to conform to Authority Having Jurisdiction (AHJ) requirements.

CONFORMED SET: Includes preparation of a conformed set of addendum items into the specifications and drawings issued for bid.

RECORD DOCUMENTS: Preparation of record documents is transferring the contractor's legibly recorded record of field changes to original Revit or CADD models/files when developed by the contractor in accordance with the construction documents.

REIMBURSABLE EXPENSE ALLOWANCE: The following are descriptions of potential reimbursable expenses that are required for this project and are not included in the basic services fee.

TRAVEL EXPENSES: This project is located within 50 miles of Spokane, WA, so no reimbursable expenses are anticipated for travel.

FEE ASSUMPTIONS:

1. Agreement is in accordance with AIA document C401-2017, Standard Form of Agreement Between Architect and Consultant.
2. MACC will not exceed \$12.9M. If the project MACC is increased, the design fees will be renegotiated to align with the increased MACC.
3. Should changes to the MACC occur due to construction funding allocations that necessitate modified scope and re-design, we assume that this fee would be renegotiated.

4. If inflation due to unpredictable market conditions necessitates redesigning to value engineer the project, we assume that this fee would be renegotiated.
5. If equipment lead times or manufacturer changes necessitate redesign or reselection of equipment once submittals are completed, a separate proposal will be developed for that effort.
6. Proposed services are based upon design for new construction.
7. Construction administration includes an average of (2) 1-person site visit per month for 12 months of construction plus punch list and back check of punch list. Should phasing and construction sequencing stretch beyond this period, the fee would be renegotiated.
8. Services based upon a single bid package for a single General Contractor. Preparation of an early site package will be performed as a Supplemental Service.
9. Significant delays between design phases can result in inherent design inefficiencies, code changes, project construction costs and even programmatic changes. Should the project be significantly delayed and resurrected, we assume that this fee would be renegotiated.
10. Professional services will be billed during design and construction administration as indicated in the Design/CA Split column of the Basic Services and Potential Supplemental Services Tables.
11. MW finds it most efficient for Architects to take the lead on the process to claim tax benefits available under Section 179D of the Internal Revenue Code (EPAct) or its successor, given the nature of their relationship with the project owner. MW agrees to promptly execute any inspection, certification, and/or calculation documents provided by the Architects, or their hired consultant, related to the 179D tax benefits associated with this project. The total available 179D tax benefit allocation is negotiable; MW prefers the split to be 40% Architects, 60% MW Consulting Engineers for both the tax consultant fee and the deduction itself.
12. This basic services of this proposal specifically excludes the following:
 - a. Acoustical analysis
 - b. BIM model coordination meetings during the construction phase
 - c. Civil Engineering
 - d. Commissioning
 - e. Conformed Construction Documents
 - f. Constructability Review
 - g. Cybersecurity design services
 - h. Electrical Vehicle (EV) Charging system design services
 - i. Emergency and standby power system beyond code-minimum required for egress and exiting.
 - j. Lightning protection and cathodic protection systems design services
 - k. On-site renewable energy generation (solar PV, wind, etc.) systems design services
 - l. Power System Study (*Arc-Flash Hazard Analysis, Selective Coordination Study, and Short Circuit Analysis*) performed by the switchgear vendor.
 - m. Radon mitigation
 - n. Site Utilities (*mechanical/civil*) more than 5 feet outside the building.
 - o. Engineering not specifically outlined within this proposal.
 - p. Telecommunications active equipment
 - q. Temporary or job site power design

- r. Travel expenses (*e.g., rental car, mileage, lodging, meals, taxes, etc.*) for trips beyond the limits indicated above.
- s. Value Engineering
- t. Wireless access coverage and heat map modeling. WAP layouts to be owner provided.

Thank you again for including MW Engineers on this exciting project! Please do not hesitate to reach out to me with any questions.

Sincerely,



Dylan Cunningham, PE
Principal, Electrical
Systems



Anthony Schoen, PE
Principal, Mechanical
Systems



June 18, 2025

Integrus

10 S. Cedar Street
Spokane, WA 99201
ATTN: Steven Clark, AIA

RE: **Post Falls City Facilities Phase 1**
Post Falls, ID

Dear Steven:

Based on our conversations and the preliminary information provided, our understanding is you wish us to render **Opinion of Costs** for Phase 1 of the Post Falls City Facilities. We will provide estimates at the SD, DD, and 90% CD Levels. Your design consultants will provide cost estimates for mechanical, electrical, and civil / landscape work that will be included in the project. For this work we anticipate a basic service Fee per our standard rate of \$150.00/Hour

FEE:	SD	40 HRS	\$6000
	DD	48 HRS	\$7200
	90% CD	40 HRS	\$6000

Total			\$19,200
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Fees are based on producing level-appropriate detail on our standard format, and on our rendering the above opinions. We have allowed time for one (1) phone conference (or meeting at your office) and (1) one minor revision after the initial draft. Sound, Fire Protection, Mechanical, Electrical, and Civil / Landscape estimates are by others. We will receive and review pricing from these Consultant team members and incorporate them into the body of our Opinion. We are assuming the use of electronic files (pdf) corresponding with (one set of) the printed documents for quantity take-offs.

Additional work on our part necessary to bring the project within budget, creation of alternates, scope change, revisions between design phases, updates, and project rebids are all subject to additional billing at hourly rates shown on the attachment.

Receipt of our Opinion of Cost is done with your understanding that we are being compensated to offer our opinion as estimating professionals on the cost of your project at a certain period in time and specific set of printed documents. Greg Thomas Consulting, Inc. (Thomas Consulting) cannot be held liable, or protect your project against changes in any market condition that results in actual bids exceeding our opinions. If required, the cost to carry Professional Liability Insurance will be added to the above fees.

Sincerely,

Jeff Weaver

Jeff Weaver

ACCEPTANCE

You are authorized to proceed with the work as outlined above:

Steven Clark, AIA

Date

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: WRF Tertiary Treatment Improvements, Contract Amendment with Panhandle Area Council

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval of the contract amendment to increase the contract value with Panhandle Area Council (PAC), authorization of the Mayor to sign the contract amendment.

DISCUSSION:

The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Treatment upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that require wage interviews and payroll tracking of the contractor's employees and subcontractors up to the project substantial completion date. The City has hired PAC to provide these required services.

Sletten, the general contractor for the project, continues to make progress towards the completion of all remaining contract items, which include final acceptance reports. The membrane filtration and tertiary treatment system are in continuous operation and providing treatment of wastewater under the contractor's supervision until Substantial Completion is reached. Wage compliance verification must be provided through the date of Substantial Completion. As PAC is the City's consultant for wage compliance services, staff requests a contract amendment to extend services to align with an anticipated substantial completion date, based on progress to-date and remaining contract items.

Public Works staff are addressing the contract closeout and contractual remedies for outstanding project items with the general contractor, in consultation with the City's legal team and consultant engineer. Further information will be provided on this effort as items are resolved and/or at key decisions points.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are items over the past two years:

Amendment to J-U-B Contract for Schedule Extension – 2/18/2025

Amendment to PAC Contract for Schedule Extension – 2/18/2025

Tertiary Project Update presented at City Council Workshop – 2/4/2025

Change Order with Sletten for Heat Trace Installation – 11/5/2024

Amendment to PAC Contract for Schedule Extension – 9/16/2024

Amendment to J-U-B Contract for Schedule Extension – 4/16/2024

Amendment to PAC Contract for Schedule Extension – 4/16/2024

Change Order with Sletten for Storage Costs and Schedule Adjustment – 4/2/2024

Amendment to PAC Contract for Schedule Extension – 12/19/2023

Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023

Amendment to Allwest Contract for Schedule Extension – 6/6/2023

Change Order with Sletten for CPI adjustment and Schedule Extension – 4/4/2023

APPROVED OR DIRECTION GIVEN:

Prior items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Council approval is requested in the total amount of \$2,000, time and material not to exceed. The adjusted contract value with PAC will be \$119,957. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. 080525 PPT WRF Contract Amendment PAC
2. WRF Tertiary - PAC Amendment 9

WRF Tertiary Treatment Improvements Contract Amendment with Panhandle Area Council

Andrew Arbini, Projects Division Manager
Public Works Department
August 5, 2025



Recap of Tertiary Treatment Project Goals

- The facility is in continuous operation and treating wastewater
- Install Tertiary Treatment Technology
 - ✓ Tertiary Clarification (Plate Settlers)
 - ✓ Membrane Filtration
- ✓ Replace UV Disinfection System
- ✓ Expand existing plant capacity

Recap of Tertiary Treatment Project Closeout Status

- Outstanding Items
 - Final report for membrane system
 - Claim for additional time related to HVAC
 - Warranty resolution

Wage Compliance Contract

Panhandle Area Council

- PAC's Role:
 - Document compliance with prevailing wage requirements
 - Necessary as prevailing wages required to use State Revolving Fund loan
 - Required reporting up to Substantial Completion

PAC Financial Summary

Original Contract with Amendments 1 through 8	\$117,957
Amendment 9 (Hourly, Not to Exceed)	<u>\$2,000</u>
Revised Contract Total	\$119,957

- Funded through the WRF Tertiary Treatment Project: GL 651-463.3213.90015
- Funding sources remain aligned with the master plan financial strategy

Next Steps

Substantial Completion

- Final Acceptance of the Membrane System
- Contractual documentation and remedies with the construction contractor

Questions



**AGREEMENT between
CITY OF POST FALLS and PANHANDLE AREA COUNCIL
for WAGE COMPLIANCE SERVICES
regarding the
POST FALLS WRF TERTIARY TREATMENT IMPROVEMENTS PROJECT

AMENDMENT #9**

The Agreement dated April 7, 2020; Amendment #1 dated November 1, 2022; Amendment #2 dated January 1, 2024; Amendment #3 dated May 1, 2024; Amendment #4 dated September 1, 2024; Amendment #5 dated January 1, 2025; Amendment #6 dated March 1, 2025; Amendment #7 dated April 1, 2025; and Amendment #8 dated June 1, 2025, by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereafter called the "OWNER", and Panhandle Area Council, Inc. (PAC), 11100 N. Airport Drive, Hayden, Idaho, hereinafter called the "CONSULTANT", for labor monitoring services under the Post Falls WRF Tertiary Improvements Project, is hereby amended to change the *End Date* from July 31, 2025, to October 31, 2025. The project timeline extended beyond the control of both the OWNER and CONSULTANT; therefore, certified payrolls will continue to be submitted.

This amendment is effective August 1, 2025, and will conclude October 31, 2025.

The CONSULTANT will invoice the OWNER monthly for labor monitoring services at \$90.00 per hour, with a total amount not to exceed (NTE) of \$2,000.00 for services performed. Invoices will be processed within the first five (5) days of the month following completion of services, with payment due within 30 days (Net 30).

All other terms and conditions within the Articles and Attachment A of the April 7, 2020, Agreement between the OWNER and CONSULTANT will remain the same.

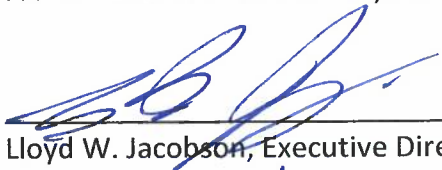
THE OWNER
CITY OF POST FALLS

Ronald G. Jacobson, Mayor

Date

Attest

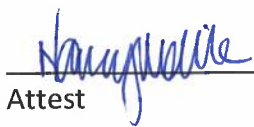
THE CONSULTANT
PANHANDLE AREA COUNCIL, INC.



Lloyd W. Jacobson, Executive Director

7/22/2025

Date



Attest

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Prairie Trail, Zorros to SH41, Additional Services - Amendment #1

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes staff to execute the "Authorization for Additional Services, Amendment #1" between the City and Welch Comer & Associates for geotechnical testing services with the construction of the Prairie Trail Extension between Zorros Rd. and SH41.

DISCUSSION:

In March 2025, the City of Post Falls entered into a Professional Services Agreement, with Welch Comer and Associates, for the design and construction management services associated with the Prairie Trail Extension, Zorros Rd. to SH41. The Professional Services Agreement did not include project-specific materials testing during construction.

Geotechnical inspection is important to verify that the materials and compaction methodology the contractor uses meets City Specifications in filling the existing borrow pit and constructing the Prairie Trail Extension. Proper materials and the compaction thereof reduces the likelihood of settlement and reduces the long-term maintenance and operational costs for the City.

Typically, geotechnical inspection is made a part of the contractor's responsibility in the contract. For this project, the geotechnical inspection was not included in the construction contract to give the City additional oversight and insurance of the final product.

Welch Comer & Associates original Professional Services Agreement was for \$72,940.00 and City Council authorized expenditures not to exceed \$80,000. Approval of the "Authorization for Additional Services, Amendment #1" would result in a new approved, not to exceed, amount of \$104,500.00 (\$97,440 new management reserve amount plus \$7,060 previous contingency amount.)

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 17, 2025 - Contract award with Northwest Landworks

May 20, 2025 - Request to bid for project

March 4, 2025 - Professional Services Agreement with Welch Comer for design

APPROVED OR DIRECTION GIVEN:

City Council has previously approved the Professional Services associated with this project. The project was bid and a contract for construction has been awarded.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$24,500.00

BUDGET CODE:

037-431.1711.95520 (Multimodal Impact Fees)

ATTACHMENTS:

1. Prairie Trail Extension Zorros Rd to SH41 Amendment #1
2. 20250721 Amendment 1 to Prairie Trail Zorros to SH 41

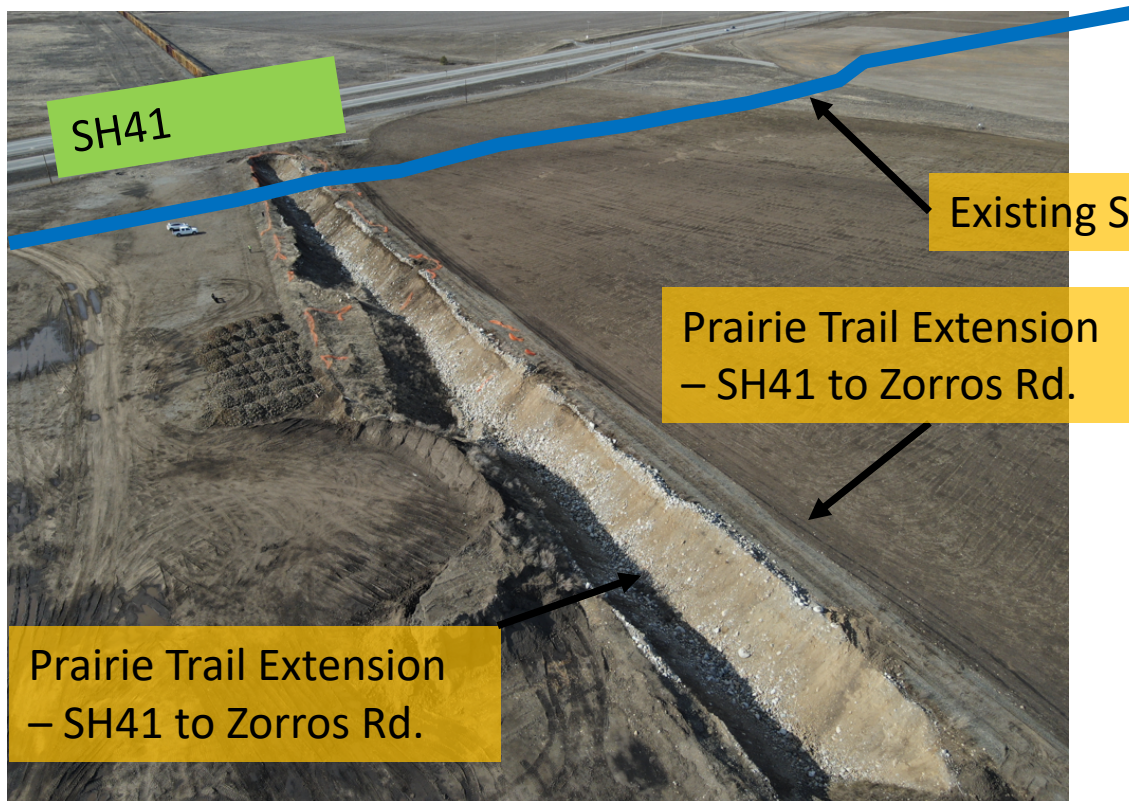
Prairie Trail – Zorros Rd. to SH41 Amendment #1

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

August 5, 2025





March 2025 – Hired Welch Comer & Associates with Buddinger & Associates

- \$80,000 with contingency (10%)
- Geotechnical analysis (design)
- Construction plans and specifications
- Construction phase services
 - No Geotechnical inspection

May 2025 – Approved to advertise for bids

- * Fill the open excavation
- * Construct the Prairie Trail from Zorros Rd. to SH41
- * Estimated construction cost \$368,925

June 2025 – Award Contract

- \$ 175,225.50 with contingency (15%)
- No Geotechnical inspection



Professional Services	\$ 80,000.00
* Design	\$ 42,000.00
* Bidding	\$ 6,540.00
* Construction (hourly)	\$ 24,400.00
* Contingency	\$ 7,060.00

Construction	\$ 175,225.50
* Contractor	\$ 152,370.00
* Contingency	\$ 22,855.50

Amendment #1 (Professional Services)	
- Geotechnical Inspection	\$ 24,500.00

Professional Services with Amendment #1	
	\$ 104,500.00

Project Funding: Multimodal Impact Fees

Prairie Trail – Zorros Rd. to SH41 Amendment #1

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

August 5, 2025



Authorization for Additional Services Amendment #1

The Effective Date of this Authorization is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement: March 4, 2025

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Prairie Trail, Zorros to SH 41

Description of Additional Services:

The purpose of this Amendment is to incorporate geotechnical testing services into our existing construction phase service agreement.

Schedule for Rendering Services:

1. The Engineer shall initiate a subconsultant agreement with Budinger & Associates for the performance of project-specific material testing.
2. The Engineer will coordinate with Budinger & Associates throughout the construction process to schedule material testing in accordance with the project specifications for the placement of fill material.
3. The Engineer will verify testing procedures with the contractor and coordinate the scheduling and execution of tests. This includes confirming that all required tests are performed, results are reviewed, and passing test outcomes are documented prior to subsequent work proceeding.

Description of Modification of Payment to Engineer:

Owner shall pay Engineer for services described as follows:

Category of Services	Compensation Method	Total Compensation for Services
Material Testing Services	Lump Sum	\$ 24,500
Total Amendment:		\$24,500

1. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
3. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original agreement amount:	\$72,940.00
Prior Amendments:	\$ 0.00
This Amendment:	\$24,500.00
Remaining Management Reserve:	\$97,440.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By: _____

Print name: _____

Print name: Matt Gillis, P.E.

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: _____

PM Approval: _____

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/5/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Fiscal year 2026 budget resolution

ITEM AND RECOMMENDED ACTION:

The budget resolution being presented to the Council is just to begin the advertising for the FY 2026 public hearing on August 19th, 2025.

DISCUSSION:

Staff prepared a budget resolution to begin the process for the upcoming fiscal year. This budget will be the highest budget amount that will be presented to the council, which includes a 3% increase in the highest 3 years of property taxes, which translates to \$492,094. In addition, 1% foregone for the ongoing budget and 3% foregone related to capital purchases of \$175,009 and \$525,028, respectively. This resolution does not bind council to approve these amounts.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Budget Workshop: May 15th
Budget Workshop: June 3rd
Budget Workshop: July 15th

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$165,814,966

BUDGET CODE:

Various

ATTACHMENTS:

1. Legal Notice FY 2026

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR CITY OF POST FALLS
FOR THE FISCAL YEAR 2025 - 2026

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of the proposed budget for the fiscal period October 1, 2025 to September 30, 2026 pursuant to the provisions of Section 50-1002, Idaho Code, said hearing to be held at Post Falls City Hall, 408 North Spokane St, Post Falls, Idaho, at 6 PM on August 19th, 2025. At said hearing interested persons may appear and show cause, if any they have, why said proposed budget should or should not be adopted. A copy of the proposed budget is available for inspection at City Hall weekdays between the hours of 8 a.m. and 5 p.m. on regular business days.

PROPOSED EXPENDITURES

	Actual FY 23-24	Budgeted FY 24-25	Proposed FY 25-26
GENERAL FUND:			
MAYOR/COUNCIL	\$ 257,946	\$ 299,125	\$ 300,206
IS DEPARTMENT	\$ 493,616	\$ 892,503	\$ 808,554
GENERAL SERVICES	\$ 547,723	\$ 602,111	\$ 602,111
FINANCE	\$ 1,264,585	\$ 1,329,776	\$ 1,355,160
CITY CLERK	\$ 111,567	\$ 146,919	\$ 147,022
LEGAL SERVICES	\$ 1,017,659	\$ 1,143,999	\$ 1,107,811
CABLE FRANCHISE	\$ 192,306	\$ 226,696	\$ 226,696
HUMAN RESOURCES	\$ 251,367	\$ 255,441	\$ 257,091
POLICE	\$ 9,966,896	\$ 10,745,586	\$ 9,923,739
OASIS	\$ 199,055	\$ 137,645	\$ 137,645
LIBRARY DEPARTMENT	\$ -	\$ -	\$ -
ANIMAL CONTROL	\$ 205,060	\$ 226,366	\$ 226,366
STREET	\$ 4,999,898	\$ 10,317,913	\$ 9,225,783
PUBLIC WORKS	\$ 11,586	\$ 21,030	\$ 108,670
FACILITY MAINTENANCE	\$ 418,202	\$ 435,683	\$ 432,263
FLEET MAINTENANCE	\$ 2,594,636	\$ 3,549,160	\$ 2,523,160
GIS	\$ 248,489	\$ 267,214	\$ 268,714
URBAN FORESTRY	\$ 482,951	\$ 351,435	\$ 346,310
CEMETERY	\$ 595,010	\$ 374,117	\$ 370,242
PARKS	\$ 3,592,681	\$ 3,510,336	\$ 2,774,699
RECREATION	\$ 1,101,430	\$ 1,240,124	\$ 1,262,983
PLANNING & ZONING	\$ 377,961	\$ 435,421	\$ 421,685
BUILDING INSPECTOR	\$ 806,170	\$ 830,658	\$ 830,658
CITY ENGINEER	\$ 779,808	\$ 894,414	\$ 837,364
COMMUNITY DEVELOPMENT ADMIN	\$ 318,619	\$ 334,541	\$ 345,248
STREET LIGHTS	\$ 807,846	\$ 660,000	\$ 720,000
CAP IMPROVEMENT/OTHER	\$ 927,787	\$ 1,825,386	\$ 5,178,757
PERSONNEL POOL	\$ 4,606,506	\$ 4,518,917	\$ 6,476,237
SUBTOTAL-GF DEPT EXPEND	\$ 37,177,360	\$ 45,572,514	\$ 47,215,170
PERSONNEL POOL	\$ 4,762,390	\$ 5,049,400	\$ 5,554,900
ANNEXATION FEE ACCOUNT	\$ 643,497	\$ 1,720,000	\$ 1,720,000
SUBTOTAL-DED GF ACCOUNTS	\$ 5,405,886	\$ 6,769,400	\$ 7,274,900
TOTAL GENERAL FUND	\$ 42,583,247	\$ 52,341,914	\$ 54,490,070
SPECIAL REVENUE FUNDS:			
COMP LIABILITY INSURANCE	\$ 332,627	\$ 403,409	\$ 470,343
STREET LIGHTS	\$ -	\$ -	\$ -
911 SUPPORT	\$ 874,829	\$ 2,409,461	\$ 986,818
DRUG SEIZURE	\$ 45,775	\$ 168,000	\$ 130,000
HUD LOANS	\$ -	\$ -	\$ -
SPECIAL EVENTS	\$ 28,215	\$ 145,470	\$ 137,989
CEMETERY CAPITAL IMPROVEMENT	\$ -	\$ 250,000	\$ 550,000
TOTAL SPECIAL REV FUND EXPEND	\$ 1,281,447	\$ 3,376,340	\$ 2,275,150
CAPITAL PROJECTS FUNDS:			
FACILITY RESERVE ACCOUNT	\$ 293,330	\$ 12,320,000	\$ 16,320,000
PUBLIC SAFETY IMPACT FEES	\$ 57,572	\$ 2,205,000	\$ 3,226,000
STREETS IMPACT FEES	\$ 1,676,519	\$ 3,100,000	\$ 5,100,000
PARKS IMPACT FEES	\$ 1,776,386	\$ 3,630,000	\$ 4,760,000
KOOTENAI FIRE/EMS IMPACT FEES	\$ 776,797	\$ 1,000,000	\$ 1,000,000
FALLS PARK	\$ -	\$ -	\$ -
STREET CAPITAL IMPROVEMENTS	\$ -	\$ -	\$ -
TOTAL CAPITAL PROJECTS FUND EXP.	\$ 4,580,603	\$ 22,255,000	\$ 30,406,000

DEBT SERVICE FUNDS:

LID 96-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 99-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 2004-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID GUARANTEE	\$ -	\$ -	\$ -
LID 91-1 DEBT SERVICE	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUND EXP.	\$ -	\$ -	\$ -
ENTERPRISE FUNDS:			
SEWER (OPERATING)	\$ 15,817,998	\$ 34,983,333	\$ 22,891,337
SEWER (COLLECTIONS)	\$ 626,615	\$ 2,586,960	\$ 1,935,156
SEWER (RECYCLED WATER)	\$ 9,609	\$ 499,522	\$ 471,098
SEWER (SURFACE WATER)	\$ 241,083	\$ 496,706	\$ 674,046
SEWER CONST - WWTP	\$ 197,748	\$ 6,931,499	\$ 5,795,324
SEWER CONST - COLLECTORS	\$ 16,000,000	\$ 22,545,000	\$ 26,425,000
STORM WATER	\$ -	\$ -	\$ -
SANITATION	\$ 4,520,603	\$ 4,711,427	\$ 4,711,427
WATER (OPERATING)	\$ 3,083,463	\$ 7,777,959	\$ 6,105,358
WATER CONSTRUCTION	\$ -	\$ 6,775,136	\$ 9,635,000
TOTAL ENTERPRISE FUND EXP.	\$ 40,497,120	\$ 87,307,543	\$ 78,643,746
TOTAL ALL FUND EXPENDITURES	\$ 88,942,417	\$ 165,280,798	\$ 165,814,966

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:			
PROPERTY TAX REVENUE	\$ 15,123,047	\$ 16,582,700	\$ 18,230,958
OTHER REVENUE	\$ 24,511,887	\$ 16,683,679	\$ 15,787,731
OTHER FINANCING SOURCES	\$ 1,970,331	\$ 2,052,921	\$ 1,843,470
FUND BALANCE REBUDGETED	\$ -	\$ 10,253,215	\$ 11,353,011
GENERAL FUND DEDICATED ACCOUNTS:			
OTHER REVENUE	\$ 359,267	\$ 375,000	\$ 375,000
OTHER FINANCING SOURCES	\$ 4,557,500	\$ 4,894,400	\$ 5,399,900
FUND BALANCE REBUDGETED	\$ -	\$ 1,500,000	\$ 1,500,000
TOTAL GENERAL FUND RESOURCES	\$ 46,522,031	\$ 52,341,914	\$ 54,490,070
SPECIAL REVENUE FUNDS:			
PROPERTY TAX REVENUE	\$ 170,000	\$ 170,000	\$ 170,000
OTHER REVENUE	\$ 2,150,955	\$ 528,470	\$ 878,070
OTHER FINANCING SOURCES	\$ 194,764	\$ 172,731	\$ 230,710
FUND BALANCE REBUDGETED	\$ -	\$ 2,505,139	\$ 996,371
TOTAL SPEC. REV. FUND RESOURCES	\$ 2,515,719	\$ 3,376,340	\$ 2,275,150
CAPITAL PROJECTS FUNDS:			
OTHER REVENUE	\$ 7,466,643	\$ 3,265,000	\$ 3,265,000
OTHER FINANCING SOURCES	\$ 620,000	\$ -	\$ 4,000,000
FUND BALANCE REBUDGETED	\$ -	\$ 18,990,000	\$ 23,141,000
TOTAL CAPITAL PROJECTS RESOURCES	\$ 8,086,643	\$ 22,255,000	\$ 30,406,000
DEBT SERVICE FUNDS:			
OTHER REVENUE	\$ 15,851	\$ -	\$ -
OTHER FINANCING SOURCES	\$ -	\$ -	\$ -
FUND BALANCE REBUDGETED	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE RESOURCES	\$ 15,851	\$ -	\$ -
ENTERPRISE FUNDS:			
OPERATING REVENUES	\$ 35,886,940	\$ 28,730,574	\$ 27,896,074
CONTRIBUTED CAPITAL/CAP FEES	\$ 9,656,437	\$ 3,550,000	\$ 5,250,000
OTHER FINANCING SOURCES	\$ 24,694,920	\$ 9,490,525	\$ 79,920
FUND EQUITY REBGTD./BOND	\$ -	\$ 45,536,444	\$ 45,417,752
TOTAL ENTERPRISE FUND RESOURCES	\$ 70,238,297	\$ 87,307,543	\$ 78,643,746
TOTAL ALL ESTIMATED RESOURCES	\$ 127,378,541	\$ 165,280,798	\$ 165,814,966

I, Jason Faulkner, City Treasurer for the City of Post Falls, Idaho, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for the fiscal year 2025-2026, all of which have been tentatively approved by the City Council and entered at length in the Journal of Proceedings. Publication dates for the notice of public hearing are August 19th, 2025 in the "CDA Press."

Dated July 29th, 2025

City Treasurer

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/5/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Fair, Parks and Recreation Director

SUBJECT: Memorandum of Understanding with Post Falls School District #273

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve the new Memorandum of Understanding (MOU) with Post Falls School District #273. This agreement establishes updated procedures and expectations for the shared use of City and District facilities and replaces prior cooperative agreements.

DISCUSSION:

Introduction:

The City and Post Falls School District #273 have a longstanding history of collaboration in providing shared access to recreational and educational facilities. The newly proposed MOU replaces earlier cooperative agreements dating back to 1999 and 2010. It reflects current operational needs, clearly defined scheduling priorities, cost-sharing obligations, and legal updates aligned with Idaho Code.

Summary of Agreement:

The MOU establishes a reciprocal use framework under which each party provides the other with priority access to specified facilities when not in use for their own programs. Schedules are submitted seasonally, and each party retains full operational control of its own properties. Facility listings are provided in Exhibits A and B of the MOU.

Key provisions include:

- **Priority Use Structure:** Both parties retain first priority over their facilities. The City is given first-priority use of school gymnasiums for youth programs. The District receives first-priority access to City parks and athletic fields for school events.
- **Maintenance and Cleaning Responsibilities:** Each using party must return facilities to a clean and orderly condition and follow site-specific protocols. The owning party provides basic cleaning supplies, and reimbursement is required for excessive janitorial service or supply use.
- **Cost Sharing:** The City agrees to pay one-half of the annual cost of resurfacing designated District gymnasiums. Payment is subject to appropriation and provided upon invoicing.
- **Supervision Requirements:** Each party must provide on-site supervision during use. The designated supervisor must manage conduct and safety, and promptly report any damage.
- **Damage and Liability:** Damage caused by a party or its users must be repaired at that party's expense. Both parties indemnify each other for liabilities arising from their respective use, subject to Idaho law.
- **Annual Review:** The Parks and Recreation Director and the District Superintendent (or their

designees) will meet annually to review facility use patterns and determine gym resurfacing priorities.

- **Duration:** The agreement renews automatically each year unless terminated with 60 days' notice by either party.

Background:

This MOU replaces the 2010 and 1999 interlocal cooperative agreements, which lacked detailed provisions on cost-sharing and operational coordination. The new agreement offers a streamlined structure, clarifies mutual responsibilities, and provides for more transparent dispute resolution, including a formal mediation clause if necessary.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the City Council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The City's primary cost obligation under the MOU relates to shared resurfacing of school gymnasium floors. Annual costs will vary and funding is subject to annual budget approval. No new appropriations are required for current fiscal year implementation.

BUDGET CODE:

ATTACHMENTS:

1. PFSD MOU
2. MOU School District

MEMORANDUM OF UNDERSTANDING
Between
CITY OF POST FALLS
And
POST FALLS SCHOOL DISTRICT #273

THIS AGREEMENT is entered into on this ____ day of August, 2025, by and between the CITY OF POST FALLS, a municipal corporation in and of the State of Idaho (hereinafter referred to as the “CITY”), and the POST FALLS SCHOOL DISTRICT #273, a public school district in and of the State of Idaho (hereinafter referred to as the “DISTRICT”).

WHEREAS, the CITY, a municipal corporation operating within Kootenai County, Idaho, under Title 50, Idaho Code, and the DISTRICT, a public school district operating under Title 33, Idaho Code, have mutual interests in fostering community recreation and student activities within the CITY's and DISTRICT's jurisdiction; and

WHEREAS, both the CITY and the DISTRICT operate and maintain facilities, including gymnasiums and sports fields, within their respective jurisdictions, and when not in use by one party, priority of use will be given reciprocally to the other party, subject to the terms of this Agreement; and

WHEREAS, this Agreement benefits the public by promoting efficient use of resources for programs that serve the pupils, parents, staff, and patrons of the DISTRICT, as well as the staff, departments, and residents of the CITY; and

WHEREAS, both the CITY and DISTRICT agree that collaboration in planning, developing, and maintaining shared facilities serves to maximize the use of existing properties while minimizing public expenditures; and

WHEREAS, the governing bodies of both parties are authorized to enter into this Agreement to define their respective rights, duties, and responsibilities in providing joint use of facilities for community and student activities.

NOW THEREFORE, the CITY and the DISTRICT agree as follows:

1. AVAILABILITY AND SHARED USE OF FACILITIES:

- a. **General Priority of Use:** Each owning party retains absolute and unrestricted priority over the use of its own facilities for all operational, educational, governmental, and programmatic purposes. Use by the using party under this Agreement shall not interfere with those needs.

This Agreement governs priority scheduling for activities **directly conducted or overseen** by the CITY or the DISTRICT. Activities conducted in collaboration with outside groups (e.g., local nonprofits, sports clubs, civic organizations) may qualify

under this Agreement **only if they are formally sponsored, managed, or supervised by the CITY or DISTRICT as part of their official programming.**

An owning party may, at its sole discretion, **authorize other outside groups or third parties to use its facilities, *outside of the scope of this Agreement*, provided that such use does not interfere with priority uses or reserved times under this Agreement.**

Use of either party's facilities by an outside group as a direct beneficiary under this Agreement shall only occur if the CITY and the DISTRICT mutually agree in writing to such use. In such cases, both parties must be satisfied that the outside group serves a public purpose consistent with the mission and values of the owning party.

- b. **Use of DISTRICT Facilities:** When not in use by the DISTRICT, the DISTRICT will provide the CITY with first priority use of the DISTRICT facilities outlined in **Exhibit "A"** attached hereto and incorporated herein by reference. All requests for use must be made in writing and delivered to the DISTRICT's facilities Coordinator for review and approval. Once approved by the DISTRICT, the reserved dates will be reserved exclusively for use by the CITY, except in the case of cancellation by the DISTRICT for an unforeseeable conflict requiring the DISTRICT to use its own facilities.
- i. The CITY will submit written requests for facility use **no later than the following dates**, and the DISTRICT shall respond and provide any necessary modifications to the requested dates **within 15 days** of receipt.
 - **Fall:** July 1 for August-December dates.
 - **Winter:** December 1 for January-March dates.
 - **Spring:** March 1 for April-June dates.
 - **Summer:** May 1 for July & August dates.
 - **These deadlines represent the latest possible dates by which the CITY must submit facility use requests. The CITY may submit requests earlier than these deadlines if the standard 15-day response period would interfere with program start dates.**
 - ii. Scheduling Priority:
 - 1. CITY youth programs.
 - 2. Other CITY-run youth recreation programs.
 - 3. CITY adult recreation programs.
 - 4. Mutually approved outside groups or agencies under this agreement.
 - 5. Other outside groups or agencies approved solely by the DISTRICT, provided such use does not interfere with priority uses above.
- c. **Use of CITY Facilities:** When not used by the CITY, the CITY will provide the DISTRICT with first priority use of the City facilities outlined in **Exhibit "B"** attached hereto and incorporated herein by reference. All requests for use must be made in writing and delivered to the CITY Parks and Recreation Director or their

designated representative. Once approved by the CITY, the reserved dates will be reserved exclusively for use by the DISTRICT, except in the case of cancellation by the CITY for an unforeseeable conflict requiring the CITY to use its own facilities.

- i. The DISTRICT will submit written requests for facility use **no later than the following dates**, and the CITY shall respond and provide any necessary modifications to the requested dates **within 15 days** of receipt.
 - **Fall:** July 1 for August-December dates.
 - **Winter:** December 1 for January-March dates.
 - **Spring:** March 1 for April-June dates.
 - **Summer:** May 1 for July & August dates.
 - **These deadlines represent the latest possible dates by which the DISTRICT must submit facility use requests. The DISTRICT may submit requests earlier than these deadlines if the standard 15-day response period would interfere with program start dates.**
- ii. Scheduling Priority:
 1. DISTRICT events and programs.
 2. Mutually approved outside groups or agencies under this agreement.
 3. Other outside groups or agencies approved solely by the CITY, provided such use does not interfere with priority uses above.
- d. The Parties recognize that unplanned or short-notice facility needs may arise from time to time, such as public meetings, special events, staff trainings, or emergency uses. When such situations occur, either party may submit a written request to the designated scheduling contact of the other party. Based on current availability and operational considerations, the parties agree to communicate promptly and work together in good faith to coordinate and accommodate such requests whenever reasonably possible.
- e. **Modifications and Cancellations of Facility Use:** Either party may request modification or cancel a scheduled use of a facility for any reason by providing written notice to the other party as soon as practical, but no later than seven (7) calendar days before the scheduled use. Requests for modification or cancellation must be submitted in writing via email or other agreed-upon communication method.

Exceptions: In the event of unforeseen emergencies, including but not limited to inclement weather (e.g., snow closures), utility failures, natural disasters, public safety emergencies, or other conditions rendering the facility unsafe or unusable, either party may cancel with shorter notice, including same-day cancellation, as reasonably necessary under the circumstances.

Both parties agree to make reasonable efforts to reschedule any cancelled use, but neither party shall be liable to the other for any costs, losses, or damages resulting from a cancellation made under this clause.

2. COSTS AND SERVICES

- a. **Gymnasium Resurfacing Costs:** As part of the consideration for priority access to District facilities, the CITY agrees to contribute annually toward the resurfacing of designated gymnasium floors as follows:
- i. Each year during the term of this Agreement, including any renewal term, the DISTRICT may elect to resurface **up to one (1) middle school gymnasium floor and up to three (3) elementary school gymnasium floors**. When determining which elementary schools to include, the DISTRICT shall give good faith consideration to those most regularly used by the CITY under this Agreement, but shall retain absolute discretion in selecting which schools will receive such resurfacing.
 - ii. To facilitate CITY's annual budgeting planning process (fiscal year beginning October 1), the DISTRICT shall provide the CITY with a written list of the selected gymnasiums for resurfacing by **April 1** of each year. A corresponding cost estimate shall be provided to the CITY no later than **May 1** to allow inclusion in the CITY's fiscal year budget planning process.
 - iii. The CITY shall remit payment of its cost share, equal to one-half (½) of the final invoiced resurfacing cost for each approved facility, within ninety (90) days of receiving the final invoice following completion of the work.
 - iv. If the final cost exceeds the estimate by more than ten percent (10%), the DISTRICT shall provide a written explanation and supporting documentation with the final invoice. In such cases, the CITY may request a meeting to review the variance before remitting payment, and both parties agree to work in good faith to resolve the discrepancy.
 - v. All payment obligations under this section are subject to annual appropriation by the CITY. Nothing in this Agreement shall be construed to obligate the CITY to fund resurfacing costs beyond its current fiscal year. If sufficient funds are not appropriated, the CITY shall notify the DISTRICT as soon as practical, and the parties shall confer to adjust the scope of resurfacing for that year.
- b. **Post-Use Cleaning Obligations:** Immediately following any permissive use the using party shall ensure the facility is left in a clean and orderly condition. At a minimum, this includes:

- i. Sweeping all floors and removing all trash, litter, and debris from the premises, including but not limited to seating, audience, and common areas.
 - ii. Disinfecting all high-touch surfaces such as tables, doorknobs, and bathroom fixtures, if used.
 - iii. Returning all furniture and equipment to its original configuration unless otherwise agreed in writing.
- c. **Provision of Cleaning Supplies:** The owning party shall furnish and maintain an adequate supply of basic cleaning tools and materials for use by the using party during facility use. This includes, at a minimum:
 - i. A broom and dustpan.
 - ii. A mop and bucket with access to clean water.
 - iii. Disinfectant spray or wipes.
 - iv. Replacement toilet paper for restrooms used during permitted use.
 - v. Trash bags and access to designated waste disposal containers.

The owning party shall maintain an adequate stock of basic cleaning and restroom supplies for routine use of the facility in a manner consistent with typical occupancy or activity levels. The using party shall use these supplies in good faith to meet the obligations described herein. If the owning party does not provide adequate supplies, the using party may provide its own supplies and seek reimbursement for reasonable costs by submitting a written invoice within thirty (30) days, which shall be reimbursed within thirty (30) days of receipt, unless a dispute is raised in writing within fifteen (15) days of the invoice.

- d. **Janitorial Services and Supply Use:** If the owning party provides janitorial services, the reasonable and necessary costs of such services shall be invoiced to the using party. The owning party may only seek reimbursement from the using party for overuse of supplies if:
 - i. the owning party provided a sufficient supply for routine use in advance; and
 - ii. the using party's consumption materially exceeded what would reasonably be expected for the nature and duration of the use.

Any such invoice for janitorial services or supply overuse must include a description of the services rendered or the specific overuse and associated costs. The owning party shall submit an invoice within thirty (30) days of providing the janitorial service or incurring the overuse-related expense, and the using party shall remit payment within thirty (30) days of receipt unless a dispute is raised in writing within fifteen (15) days of the invoice.

- e. **Maintenance:** Both parties shall maintain their respective facilities in a clean, safe, and usable condition consistent with their standard maintenance practices and applicable safety standards. Each party agrees to perform routine upkeep and promptly address any condition that may render its facility unsuitable for scheduled

use. If maintenance or repair is required, the using party of the affected facility shall promptly notify the owning party of the issue in writing or via agreed-upon communication methods. Upon receipt of such notice, the owning party shall inspect the reported issue and initiate necessary repairs within five (5) business days, or sooner if the condition presents a safety hazard or renders the facility unusable. The owning party shall use reasonable efforts to address repairs before the subsequent scheduled use by the using party, not to exceed fourteen (14) calendar days from the date of notice, unless the parties mutually agree to an extension. During any period of inaccessibility due to maintenance, both parties shall make reasonable efforts to accommodate scheduled activities, including exploring alternative scheduling or using alternate spaces.

- f. **Damage to Facilities:** Both the CITY and DISTRICT shall exercise due care during their use of the other party's facility and shall take all reasonable steps to prevent damage to the premises, furnishings, and any equipment made available for use. Each party agrees not to cause or permit any intentional or negligent damage to the facility during its use.

If damage is discovered, the using party shall promptly **document the condition with photographs, video, or other reasonable evidence**, and shall **report the damage in writing** to the owning party **within twenty-four (24) hours** of discovery or the end of the scheduled use, whichever comes first.

If damage is observed **upon arrival**, the using party shall report it before using the facility. If discovered **outside regular business hours** and immediate contact is not possible, written notice (e.g., email with photos) shall be sent to the owning party's designated facilities contact. The using party **may proceed with the scheduled use** if, in its reasonable judgment, the facility remains **safe and usable**. If the condition poses a safety hazard or renders the facility unsuitable for use, the using party shall refrain from using the facility.

Failure to promptly report discovered damage may result in a rebuttable presumption that the damage occurred during the using party's use.

The party determined to be responsible for causing damage, whether through direct action, negligence, or failure to supervise participants, shall bear the cost of repair or replacement necessary to return the facility to its condition before the damage. The owning party shall coordinate and manage the repair work and shall provide the responsible party with a written estimate of costs. The parties agree to cooperate in good faith to resolve any disputes regarding responsibility or the scope of damage.

- g. **Supervision of the Use of Facilities:** Each using party agrees to be solely responsible for providing adequate supervision during its use of the owning party's facility. At a minimum, the CITY and the DISTRICT shall ensure that at least one (1) responsible and authorized individual, whether an employee, member, or

designated volunteer (“Supervising Individual”), is present and actively supervising the facility at all times during its scheduled use. This obligation includes all periods of activity, including but not limited to setup, takedown, equipment loading or unloading, clean-up, and any associated drop-off or pick-up times.

The Supervising Individual must remain on-site for the duration of the use and be prepared to encourage appropriate conduct, respond to incidents, and act as the point of contact in an emergency or facility issue. Each party shall ensure that its Supervising Individual is familiar with the facility’s safety protocols, access procedures, and any site-specific rules the owning party communicates.

All participants and visitors are expected to conduct themselves in a manner that promotes a safe and respectful environment and does not interfere with the intended use of the facility. Examples of prohibited conduct may include but are not limited to: harassing or intimidating behavior toward others; loud, boisterous, or disruptive activity; use of obscene, abusive, or discriminatory language; and brandishing of weapons or other dangerous items.

The Supervising Individual should take reasonable steps to address such behavior, including verbal redirection and, if necessary, asking the individual to leave the premises. If the behavior persists or becomes unmanageable, the Supervising Individual may contact law enforcement as appropriate and shall promptly refer the matter to the owning party for any further action. Any subsequent steps, including but not limited to the formal exclusion from the facility, shall be the sole responsibility of the owning party.

Failure to provide proper supervision may result in a written notice of non-compliance, and if not remedied, may lead to the suspension of future facility uses or other appropriate remedies.

3. AUTHORITY

- a. The parties hereto covenant and represent that the governing body of the respective parties has authorized the execution of this Agreement and that they authorize the individual signature set forth herein.

4. FRAMEWORK AND COORDINATION

- a. **Duration and Renewal:** This Agreement shall be effective for one (1) year from the execution date and shall automatically renew for successive one-year terms under the same terms and conditions, unless terminated by either party in accordance with the termination provisions of this Agreement.
- b. **No Separate Entity Created:** This Agreement is intended to function as a Memorandum of Understanding between the parties and does not create a joint

powers board, separate legal entity, or administrative body. Each owning party shall remain solely responsible for its facilities, operations, personnel, and budgetary obligations under this Agreement.

- c. **Financial Responsibilities:** There shall be no separate financing or budgetary consideration under this agreement, **except as specifically provided herein**. Each owning party shall be solely responsible for its costs, including but not limited to facility maintenance, utilities, staffing, equipment, supplies, custodial services, and any other costs associated with fulfilling its obligations under this Agreement.
- d. **Property Ownership:** No jointly owned property shall be created under this Agreement. Each owning party shall retain full ownership and control of its real and personal property, whether used, shared, or accessed by the using party under this Agreement.
- e. **Coordination and Review Process:** The DISTRICT'S Superintendent (or designee) and the CITY'S Parks and Recreation Director (or designee) shall serve as primary points of contact for coordination under this Agreement. The parties shall meet **at least once annually** to review the effectiveness of this Agreement, discuss any proposed changes, and ensure continued alignment with operational needs.

This annual meeting shall include discussion of facility use patterns and resurfacing priorities under Section 2. a., with the goal of aligning resurfacing site selection with the CITY's actual use of facilities, where feasible. The parties agree to consult in good faith regarding these priorities while preserving the DISTRICT's authority over its maintenance decisions.

- f. **Dispute Resolution:** If a disagreement arises regarding the interpretation or implementation of this Agreement that cannot be resolved administratively, the issue shall be submitted for discussion to both the **CITY Council** and the **DISTRICT Board of Trustees**. If the matter remains unresolved following those discussions, the parties agree to participate in mediation using a mutually acceptable mediator located in Kootenai County, Idaho, before initiating any legal action.

5. VENUE

- a. This Agreement has and shall be construed as having been made and delivered in the State of Idaho. The laws of the State of Idaho shall apply to the construction and enforcement of this Agreement or any provision. Subject to the pre-litigation steps outlined above, if any legal proceeding shall be instituted between the parties, such legal proceeding shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other State or Federal Court.

6. NOTICES

- a. **Operational Scheduling Notices:** All routine scheduling-related notices and communications under this Agreement (e.g., facility requests, cancellations, or coordination issues) shall be sent via email or other agreed-upon means to the following designated operational contacts:

DISTRICT:

Email: _____

CITY:

Parks and Recreation Director (or
designee)

Email: _____

Each party may change its designated operational scheduling contact by providing written notice to the other party following the formal notice provisions set forth below.

- b. **Emergency Facility Contacts:** Each party shall provide the other with a list of designated after-hours or emergency facility contacts to be used solely for **time-sensitive matters related to damage, safety concerns, or access issues** occurring outside regular business hours. These contacts may include mobile numbers, on-call personnel, or other means of emergency communication. The list shall be updated as necessary and maintained by each party's operational contact identified above.
- c. **Formal Notices Under the Agreement:** All formal notices required by this Agreement—including, but not limited to, notices of termination, breach, indemnification claims, or other legal or contractual matters—shall be in writing and deemed validly given only if delivered (1) in person, by commercial courier or otherwise, to the recipient's place of business; (2) by certified or registered United States Mail, postage prepaid, to the mailing address listed below; or (3) by email to the recipient, provided the subject line states "Formal Notice." Such notices shall be deemed received on the day delivered if sent in person or by courier, on the date deposited in the U.S. Mail if sent by certified or registered mail, or on the date sent by email if accompanied by a confirmation of receipt or system acknowledgment.

DISTRICT:

Post Falls School District #273
Attn: Superintendent
PO Box 40
Post Falls, ID 83877

Email: _____

CITY:

City of Post Falls
Attn: City Clerk
408 N. Spokane Street
Post Falls, ID 83854

Email: cityclerk@postfalls.gov

7. LIABILITY

- a. Subject to the limitations of Idaho law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code Title 6, Chapter 9), the CITY promises, covenants, and agrees to hold harmless, protect, and indemnify the DISTRICT from and against any and all claims, liabilities, losses, damages, expenses, and charges, including, but not limited to, attorneys fees and expenses of litigation if allowed by the law of the state of Idaho, incurred in or from any such obligation to be performed under the terms of this Agreement by the CITY, or arising solely from any act, negligence, or omission by the CITY or any of its authorized agents, employees, or volunteers.
- b. Subject to the limitations of Idaho law, including Article VIII § 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code Title 6, Chapter 9), the DISTRICT promises, covenants, and agrees to hold harmless, protect, and indemnify the CITY from and against any and all claims, liabilities, losses, damages, expenses, and charges, including, but not limited to, attorneys fees and expenses of litigation if allowed by the law of the state of Idaho, incurred in or from any such obligation to be performed under the terms of this Agreement by the DISTRICT, or arising solely from any act, negligence, or omission by the DISTRICT or any of its authorized agents, employees, or volunteers.
- c. The covenants and agreements regarding liability as set forth in this section (subparagraphs a and b above), shall not apply, one party to the other, in the event of a wrongful act of a third party (i.e. business invitee or guest), which said wrongful action does not arise from any act, negligence, or omission of the DISTRICT or the CITY incurred in or from any such obligation to be performed under the terms of this Agreement.

8. INSURANCE

- a. The DISTRICT shall maintain comprehensive public liability and property damage insurance. The combined aggregate liability limit of the DISTRICT and its employees for damages, costs, and attorney fees under state law, on account of bodily or personal injury, death, or property damage, or other loss as the result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, shall be not less than ONE MILLION DOLLARS (\$1,000,000.00), unless the DISTRICT has purchased applicable, valid, and collectible liability insurance coverage in excess of said limit, in which event the controlling limit shall be the remaining available proceeds of such insurance. This insurance will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its agents or anyone directly or indirectly employed by the DISTRICT. In addition, the DISTRICT is responsible for the following: (a) The DISTRICT shall notify the CITY in writing as soon as practicable after notice of

an injury or a claim is received; (b) The DISTRICT shall cooperate completely with the CITY and/or the CITY'S insurers in the defense of such injury or claim and the DISTRICT shall take no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the CITY from protecting the CITY'S interests. All insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to CITY and shall be maintained at the DISTRICT'S expense until this Agreement terminates. Certificates of such insurance shall be provided to the CITY contemporaneously with the execution and delivery of this Agreement by the DISTRICT and at any other time upon reasonable notice by the CITY to the DISTRICT. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

- b. The CITY shall maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages or bodily injury, including death or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement whether such operations be by it or its employees and volunteers. The CITY may purchase such policy, or may at its election be self-insured. The combined aggregate liability limit of the CITY and its employees for claims on account of bodily or personal injury, death, or property damage, or other loss as the result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, shall be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for claims brought under the Idaho Tort Claims Act and not less than THREE MILLION DOLLARS (\$3,000,000.00) for all other claims, unless the CITY has purchased applicable, valid, and collectible liability insurance coverage in excess of said limit, in which event the controlling limit shall be the remaining available proceeds of such insurance. In addition, the CITY is responsible for the following: (a) The CITY shall notify the DISTRICT in writing as soon as practicable after notice of an injury or a claim is received; (b) The CITY shall cooperate completely with the DISTRICT and/or the DISTRICT's insurers in the defense of such injury or claim; and the CITY shall take no steps (such as admission of liability) that will prejudice the defense or otherwise prevent the DISTRICT from protecting the DISTRICT's interests. All insurance required under this paragraph shall be maintained in full force and effect in a company or entity or companies or entities reasonably satisfactory to DISTRICT and shall be maintained at the CITY's expense until this Agreement terminates. Certificates of such insurance shall be provided to the DISTRICT contemporaneously with the execution and delivery of this Agreement by the CITY and at any other time upon reasonable notice by the DISTRICT to the CITY. Failure to maintain the insurance required by this Agreement shall be grounds for its immediate termination notwithstanding any other provisions governing termination of this Agreement.

9. SEVERABILITY

- a. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The parties intend that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

10. ENTIRE AGREEMENT

- a. This Agreement embodies the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein. The Agreement may be modified only in writing signed by all parties hereto.

11. WAIVER

- a. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.

12. FORCE MAJEURE

- a. Any inability to perform this Agreement due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, pandemics, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse performance by such party for a period equal to any such inability to perform.

13. ASSIGNMENT OF AGREEMENT

- a. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by either party.

14. TERMINATION

- a. Either party may terminate this Agreement at any time and for any reason by providing written notice to the other party, delivered in accordance with the formal notice provisions of this Agreement. Such termination shall become effective no fewer than sixty (60) calendar days after the delivery date, unless a shorter period is mutually agreed upon in writing.

Termination shall not relieve the CITY of its obligation to pay any amounts incurred and invoiced for work completed or services provided before the effective termination date. All such payment obligations shall survive termination and remain enforceable until fully satisfied.

Upon termination, each party shall retain all property and materials belonging to it and shall take reasonable steps to conclude facility use in an orderly and respectful manner.

15. BINDING EFFECT

- a. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns.

<Signature Page Follows>

IN WITNESS WHEREOF, the Mayor and Clerk of the City of Post Falls and the appropriate agent, officer, or trustee of Post Falls School District #273, together with the Superintendent thereof, have affixed their official seal and signatures hereto the day and year first above written.

DISTRICT:

CITY:

Neil Uhrig
Chair of the Board of Trustees

Ronald Jacobson
Mayor

ATTEST:

Dena Naccarato
Superintendent

Shannon Howard
City Clerk

EXHIBIT “A”
DISTRICT FACILITIES

1. Greensferry Elementary
 - Gymnasium
2. Mullan Train Elementary
 - Gymnasium
3. Ponderosa Elementary
 - Gymnasium
4. Prairie View Elementary
 - Gymnasium
5. Seltice Elementary
 - Gymnasium
6. Treaty Rock Elementary
 - Gymnasium
7. West Ridge Elementary
 - Gymnasium
8. Post Falls Middle School
 - Gymnasium
9. River City Middle School
 - Gymnasium

EXHIBIT “B”
CITY FACILITIES

1. Beck Park
2. Black Bay Park
3. Chase Fields
4. Corbin Park
5. Corbin Hastings/Anselmo
6. Crown Pointe
7. Falls Park
8. H. Kellogg
9. Kiwanis Park
10. Park In the Meadows
11. Post Falls Landings
12. Q'emiln Park
13. Singing Hills
14. Sports Complex
15. Sportsman Park
16. Syringa Park
17. Tullamore Park
18. Warren Playfield
19. White Pine/Tennis Courts
20. Woodbridge

School District MOU

Dave Fair
Director of Parks and Recreation

August 5, 2025
City Council Meeting



History

- 1999 1st Interlocal Agreement adopted.
 - This formalized our relationship with the school district – expectations.
- 2010 Updated to address changes in operation.
- Updated as an MOU

Summary of Agreement...

- **Priority Use Structure:** Both parties retain first priority over their facilities. The City is given first-priority use of school gymnasiums for youth programs. The District receives first-priority access to City parks and athletic fields for school events.
- **Maintenance and Cleaning Responsibilities:** Each using party must return facilities to a clean and orderly condition and follow site-specific protocols. The owning party provides basic cleaning supplies, and reimbursement is required for excessive janitorial service or supply use.
- **Cost Sharing:** The City agrees to pay one-half of the annual cost of resurfacing designated District gymnasiums. Payment is subject to appropriation and provided upon invoicing.
- **Supervision Requirements:** Each party must provide on-site supervision during use. The designated supervisor must manage conduct and safety, and promptly report any damage.
- **Damage and Liability:** Damage caused by a party or its users must be repaired at that party's expense. Both parties indemnify each other for liabilities arising from their respective use, subject to Idaho law.
- **Annual Review:** The Parks and Recreation Director and the District Superintendent (or their designees) will meet annually to review facility use patterns and determine gym resurfacing priorities.

Major changes in this version...

- **Scheduling of Gyms to outside groups**
- **Cost Sharing:** The City agrees to pay one-half of the annual cost of resurfacing designated District gymnasiums. Payment is subject to appropriation and provided upon invoicing.



Questions?

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 8/5/2025**

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

ITEM AND RECOMMENDED ACTION:

Staff will present a short update on the state of the City's Fleet.

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

N/A

ATTACHMENTS:

1. Fleet Update Powerpoint

State of the Fleet

John Beacham
Director of Public Works

August 5, 2025
City Council Meeting



Fleet Program

- 5 Full Time Employees
 - One vacancy
- 530 Units (not vehicles)
 - 411 General Fund
 - 199 Police
- Replacement Value \$19.1M



Fleet Program

- General Fleet:
 - Average \$390 per vehicle/year in parts and services
 - Average age: 10 years
- Police:
 - Average \$445 per vehicle/year in parts and services
 - Average age: 9 years



Fleet Program Replacements

- Program implemented over last three years
- Budget based on expected useful life
- Priority based replacements
 - Age, condition, usage, operational needs



Fleet Program Replacements



- \$12M in replacement fund
- FY25 authorized replacement budget: \$2.5M
- Estimated Need for Replacement Contribution: \$2.9M
- FY25 replacement contribution used to order some vehicles early, \$750K

Fleet Program Replacements



- Surplus Equipment
 - Auction
 - Trade-in
 - Donate
- Auction Revenue 2025:
 - \$270,000



Questions?

