CITY OF POST FALLS

CITY COUNCIL MEETING AGENDA

May 5, 2026 6:00 PM

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

a. Personnel Policy Updates

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 WESTLUND

INVOCATION

The Mayor will offer a brief invocation intended to solemnize the Council's proceedings. Attendance and participation are voluntary. The invocation is not intended to require or encourage participation by members of the public, nor to advocate or proselytize for any particular religion or belief. No Council action is influenced by participation or non-participation.

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

a. North Idaho Special Assistant U.S. Attorney

b. Humanitarian Award to Trey Buster

c. Kootenai County Fire and Rescue Temporary Levy

d. Appointment of Dana Repan and John Houseman to the Parks and Recreation Commission

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in

certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

1. CONSENT CALENDAR

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

ACTION ITEMS:

a. Minutes – April 14th, 2026, City Council Workshop

b. Payables 4/22/2026 - 5/06/2026

c. February Cash and Investments

d. Donation of City Vehicles to KTEC

e. Park Naming Policy

f. Foxtail 13th Addition Construction Improvement Agreement

g. Gaul Annexation Reasoned Decision (ANNX-25-1)

h. Prairie Medical Zone Change Reasoned Decision (ZC-25-2)

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. North Chase Place Annexation (ANNX-25-8)

b. Fisher Lift Station Annexation (ANNX-26-1)

c. Public Works Annexation (ANNX-26-2)

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. Public Works Operations Center Scope Modifications

b. Public Works Operations Center - Integrus Contract Amendments

c. Police Department Parking Lot Improvements, Recommendation to Award

d. Police Department Parking Lot Improvements, Construction Management Services

e. Police Department Parking Lot Improvements, Contract for Vehicle Access Gates

f. Poleline and SH-41 Gravity Sewer Replacement, Recommendation to Award

g. Poleline and SH-41 Gravity Sewer Replacement, Contract Amendment for Construction Management Services

h. City of Post Falls - 2025 Transportation Master Plan

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. 2026 Chip Seal Contract Award - American Road Maintenance

b. Northeast Quadrant - Sanitary Sewer Study Update

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. Hope Avenue at Cecil Road - Traffic Control

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

a. 74-206(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

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 Randy Westlund
Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission
Building Community.

CITY OF POST FALLS
AGENDA REPORT
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director, Field Herrington, City Attorney

SUBJECT: Personnel Policy Updates

ITEM AND RECOMMENDED ACTION:
This is a follow-up workshop to the January 20 workshop regarding targeted updates to the Personnel Policy. No formal action is requested. Staff seeks Council input and direction on specific policy provisions prior to bringing forward final policy amendments for adoption at a later council meeting.

DISCUSSION:
This workshop continues the Council's review of proposed Personnel Policy updates first presented on January 20. The purpose of this follow-up session is to focus the discussion on refined provisions based on additional staff development.

In addition to the primary updates below, there is a minor clarification to compensation practices. On-call pay and shift differential pay are now included in the City's Kinds and Levels charts and will be adjusted by any Cost of Living Adjustment (COLA) approved by the City Council, consistent with how base wage scales are currently adjusted. This change reflects existing practice and is intended to ensure consistency and transparency in the policy.

The presentation materials for this workshop outline three primary policy areas:

1. Level Progression and Senior Positions
The proposed policy builds on the formal framework for structured advancement within related classifications or position series. These provisions define how positions are created, evaluated, and approved, and distinguish advancement from turnover-based promotions. The policy includes criteria for progression such as experience, performance, leadership expectations, and departmental standards. This update clarifies that the creation of a classification does not authorize promotion without prior budget approval.

The new policy emphasizes that advancement into senior or higher-level positions must be planned and approved through the annual budget process. Departments must identify anticipated promotions and associated costs, which are subject to Council approval as part of the fiscal year budget

2. Administrative Leave and Leave Without Pay (LWOP) Clarifications
Updates clarify that administrative leave is a neutral, non-disciplinary tool used to address operational, safety, or investigatory needs. The policy defines authorization, duration limits, and conditions for paid versus unpaid leave, as well as requirements for documentation and review. This update also clarifies that employees must generally exhaust their accrued paid leave before entering leave without pay status.

3. Probationary Status and Due Process in Terminations
The proposed updates outline the termination process. While probationary employees may be separated at any time and for any reason (subject to legal limitations), non-probationary employees are

afforded some due process protection. These include notice of proposed termination, an opportunity to respond, and a final decision issued after impartial review.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
January 20, 2026 – Initial Personnel Policy Workshop

APPROVED OR DIRECTION GIVEN:
Council provided initial feedback.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
These policy updates do not create a direct fiscal impact. However, implementation of level progression positions may have future budget implications, which would be addressed through the annual budget process and require Council approval.

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2026.04.30 Level Progression Update
2. 2026.03.05 Admin - LWOP
3. 2026.05.05 Termination

Level Progression and Senior Positions.

This policy governs the creation, evaluation, budgeting, and use of level progression positions, including "senior" or similarly designated roles. Level progression positions are intended to provide structured advancement opportunities within the same job family by recognizing increased experience, skill, responsibility, and leadership expectations. This policy applies to the establishment of new level progressions, promotions into approved level progression positions, and the budgeting requirements associated with such promotions. It does not apply to promotions resulting from staff turnover, filling vacant positions, or the creation of entirely new positions unrelated to an established progression.

A. General Framework for Level Progression Positions.

Certain roles within the City are structured in multiple levels, such as Patrol Officer and Senior Patrol Officer, Park Worker and Senior Park Worker, and Water Operator and Senior Water Operator. Departments seeking to create a new level progression or add a higher-level position must develop distinct job descriptions for each level. These descriptions must clearly differentiate levels based on required skills, experience, certifications, scope of responsibility, leadership expectations, and job complexity. Positions with minimal differentiation will not be approved.

All proposed job descriptions must be submitted to Human Resources for evaluation and grading within the City's kinds and levels structure. Following grading, the proposed level progression will be reviewed by the Executive Compensation Committee, which will determine whether it satisfies the criteria outlined in this policy. Approval of a position establishes the classification only and does not, by itself, authorize the promotion into the position.

B. Criteria for Progression Between Levels.

City Employees can progress through level positions based on years of service, performance, and contributions in their current roles. At a minimum, the criteria within the job descriptions for each progression must include:

- Experience Requirements:
  - Progressive experience requirements for each level within a progression. Partial experience may be given for employment prior to employment with the City.
- Performance Standards:
  - No disciplinary actions more severe than a verbal warning within the last six months.
  - A recommendation from the employee's supervisor(s) and Department Head.
- Leadership and Mentorship:
  - Higher-level employees are expected to mentor and train less experienced colleagues and may act as leaders in their roles.
- Knowledge and Skills:
  - Higher-level progressions must demonstrate significantly more advanced levels of knowledge and skills pertaining to the job.
- Departmental Standards:
  - Level progression must align with specific standards set by the individual's department.

C. Establishment and Approval of Senior or Advanced Level Positions.

A Department Head seeking to establish a new senior or advanced-level position must first consult

with Human Resources to explain the operational need and to receive assistance in developing the proposed job description. Human Resources will evaluate and grade the position and determine its placement within the City's adopted kinds and levels charts.

Once graded, Human Resources will facilitate submission of the proposed position to the Executive Compensation Committee. The Committee will review the position against the criteria in this policy to determine whether the position warrants separate classification. If approved, the position will be added to the adopted kinds and levels charts. Approval of the classification does not authorize immediate promotion of any employee into the position.

D. Budgeting for Level Progression and Senior Promotions.

After a senior or advanced-level position has been approved and added to the kinds and levels charts, departments are responsible for requesting budget authority for anticipated promotions into that position during the annual budget process. Each department must submit to the Finance Department the anticipated number of promotions and the estimated cost for the upcoming fiscal year.

The Finance Department will compile and present the total requested funding for level progression promotions as part of the proposed budget. Final approval of funding rests with the City Council. As a general rule, promotions into senior or advanced-level positions that were not requested and approved during the budget process will not be authorized until budget authority is approved in a subsequent fiscal year.

E. Promotion into Approved Level Progression Positions.

If the City Council approves funding for level progression promotions, the Department Head may initiate promotions into approved senior or advanced-level positions at any time during the fiscal year, provided the employee meets all requirements set forth in the applicable job description and personnel policies. Promotions are processed through a Personnel Action Request. Additional review or approval by the Executive Compensation Committee is not required once the position has been approved and funded.

If budget authority has not been approved, no promotions into senior or advanced level positions may occur, regardless of employee qualifications, until funding is authorized in a future fiscal year.

Merit and COLA Increases.

Any Merit and Cost of Living Adjustments (COLA) approved by the City Council take effect at the start of the fiscal year on October 1; however, employees will see these adjustments reflected on their paychecks beginning with the second pay period of the fiscal year.

Overall performance is dependent on any merit increase that may be available in a particular year but is not directly commensurate with a particular score. Meeting or exceeding overall performance may be defined as consistently meeting or exceeding agreed upon personal or division goals, providing excellent customer service internally and externally and working cooperatively and collaboratively with co-workers and other departments to achieve City and/or departmental goals.

Merit increases are determined and approved annually by City Council based on recommendations by the City Administration and Department Heads, utilizing data from budget approvals, market conditions, and the PERSI Index. If an employee reaches the maximum pay range for their position, their compensation (excluding special duty pay, license incentives, or COLA) is "frozen"

alignment with organizational needs and budgetary constraints.

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Administrative Leave.

Purpose.

A Department Head may grant Administrative Leave in situations requiring temporary relief from duties due to organizational, investigatory, safety, or other administrative purposes. This leave is not intended as a disciplinary measure, but rather a tool to ensure the effective operation of City services.

Authorization and Duration.

Department Heads are authorized to place an employee on administrative leave, with or without pay, based on the department's needs and the circumstances of the case. All administrative leave shall be documented in writing, and the Department Head must notify City Administration, Human Resources, and the Legal Department of the leave decision within 24 hours.

Administrative leave may be granted for up to sixty (60) calendar days. If paid administrative leave is to extend beyond sixty (60) calendar days, it must be reviewed by the Executive Compensation Committee for continued approval. Extensions beyond sixty (60) days will be considered only with written justification and supporting documentation.

Paid vs. Unpaid Leave.

Administrative leave may be either:

- **Paid Administrative Leave:** The employee receives their regular compensation and continues to accrue benefits.
- **Unpaid Administrative Leave:** The employee does not receive compensation, and benefit accruals may be paused unless otherwise determined by the City.

The determination of whether the leave is paid or unpaid rests with the Department Head, in consultation with Administration and Human Resources, and should be based on the circumstances prompting the leave, legal considerations, and operational needs.

Return to Duty.

Employees placed on administrative leave may be required to meet specific conditions before their return, such as obtaining medical clearance, participating in an investigation, or fulfilling other compliance requirements as determined by the Department Head. The City reserves the right to reassign duties or adjust work schedules upon an employee's return from administrative leave.

Non-Retaliation.

Administrative leave is a neutral action and does not imply wrongdoing. Employees placed on administrative leave shall not be retaliated against for any protected activity or conduct that resulted in such leave.

Bereavement Leave.

Full-time and part-time employees working over 20 hours per week are eligible for up to 24 hours of paid bereavement leave per fiscal year, prorated for part-time staff. This leave applies to the

death of immediate family members[2].

The leave is approved by the immediate supervisor, who also has the discretion to deny it under exceptional circumstances. If more time off is needed, employees can use vacation time, with the additional leave being deducted from compensatory time first, then from PTO.

If an employee learns of a family death while at work, they will be paid for the rest of the day. Bereavement leave does not affect the employee's other leave balances nor is it counted for overtime calculations. Upon returning to work, proof of the family member's death and the funeral date may be required by the Department Head, especially if additional bereavement leave is taken.

Exhaustion of Paid Leave Prior to Leave Without Pay.

Employees must exhaust all available accrued paid leave before being placed on Leave Without Pay (LWOP), unless otherwise required by law or approved in writing by the Department Head.

Accrued paid leave includes paid time off (PTO), compensatory time, bereavement, or catastrophic leave.

[2] Immediate family members are defined as the employee's or their spouse's or long-term companion's siblings, children, parents, legal guardians, grandchildren, and grandparents.

9. LEAVING CITY EMPLOYMENT.

Voluntary Resignation.

Employees who resign voluntarily must give written notice stating the reason for the resignation to their supervisor at least fourteen (14) working days before the last day of work. If this notice is given, the employee will be considered to have resigned in good standing and may be eligible for rehire on the same terms and conditions as other applicants.

Termination.

The City of Post Falls provides non-probationary employees with limited employment protections. Accordingly, no employee who has successfully completed their probationary period may be terminated without being afforded the following minimum due process:

Notice of Proposed Termination.

Before any final decision to terminate employment is made, the employee shall receive a written "Notice of Proposed Personnel Action – Termination". This notice will summarize the facts forming the basis for the proposed termination and identify the specific provisions of the Personnel Policy or other rules that the employee is alleged to have violated. It will also inform the employee that they are being placed on administrative leave with pay pending the outcome of the due process procedure. Additionally, the notice shall provide the employee with the opportunity to respond to the proposed action, either in a scheduled pre-termination meeting or through written submission.

Opportunity to Respond.

The employee shall be given an opportunity to respond to the proposed termination either by appearing in person at a scheduled meeting with the City Administrator or their designee, or by submitting a written response by a specified deadline before any final decision is made. This opportunity allows the employee to present any facts, explanations, or mitigating circumstances they wish to have considered. If the employee does not respond by the stated deadline, the City will proceed with a decision based on the information available at that time.

Impartial Decision-Making.

The person making the final decision must be impartial and must consider the facts, any policy violations, and the employee's response, if any, before issuing a final decision.

Final Decision and Notice.

After completing the review, the City shall issue a written Final Notice of Personnel Action. This notice will state the effective date of termination, provide a summary of the rationale supporting the final decision, and confirm that the employee was given the opportunity to respond and that the response process has been concluded.

Employee Separation Through Reduction in Force or Reorganization.

The City may reduce its workforce due to economic changes, community needs, job function changes, reorganization, or other nonperformance-based reasons. The provisions of this section do not apply to temporary or casual positions.

The Mayor, City Council, or Department Heads may reorganize departments to match employees' skills, numbers, and abilities with the department's mission, needs, or technology. This may

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: North Idaho Special Assistant U.S. Attorney

ITEM AND RECOMMENDED ACTION:
The City Council will receive a brief announcement introducing the North Idaho Special Assistant United States Attorney (SAUSA) Program and the appointed SAUSA

DISCUSSION:

The Shoshone County Prosecutor's Office will provide a brief introduction of the North Idaho SAUSA Program, including the recently selected Special Assistant United States Attorney, Julia Zimny. The presentation will outline the program's purpose, the expected benefits to participating jurisdictions, and the role of the SAUSA in federal prosecution efforts within the region.

The North Idaho SAUSA Initiative is a collaborative partnership between federal, state, and local agencies designed to enhance the prosecution of drug trafficking and related crimes. The program focuses on leveraging federal resources and authorities to address complex criminal activity, particularly along major transportation corridors in North Idaho.

Under the partnership framework, participating jurisdictions, including the City of Post Falls, contribute to and benefit from a shared prosecutorial resource. The SAUSA position is intended to support local agencies by prosecuting qualifying cases at the federal level, thereby providing enhanced sentencing options and reducing the burden on local criminal justice systems.

The presentation will also provide an overview of program expectations, coordination with local law enforcement, and how cases may be referred for federal prosecution. The introduction is intended to familiarize the Council and the public with the program's structure and anticipated impact on regional public safety.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
June 17, 2025 – Approval of Memorandum of Understanding for participation in the North Idaho SAUSA Initiative.

APPROVED OR DIRECTION GIVEN:
Council approved participation in the SAUSA partnership and execution of the Memorandum of Understanding.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The City participates in a shared cost structure with other local partners. The local contribution represents a small portion of the total program cost, with the majority funded through federal and state sources.

BUDGET CODE:

ATTACHMENTS:
None

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Mark Brantl, Police Captain

SUBJECT: Humanitarian Award to Trey Buster

ITEM AND RECOMMENDED ACTION:
The Post Falls Police Department will present a Humanitarian Award to Trey Buster

DISCUSSION:
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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. Buster - Humanitarian Citation 022826

February 28, 2026

Trey G Buster
508 Cornwall Way
Fruitland, ID, 93619

RE: Humanitarian Award

Dear Mr. Buster,

By order of the Acting Chief of Police on this date, Trey G. Buster is hereby presented the Humanitarian Award.

The Post Falls Police Department established the Humanitarian Award on November 15, 2011 to honor police department employees and citizens who exhibit exemplary concern for the welfare of others as evidenced by their actions that contribute substantially to the well-being of another person and are beyond the individual's scope of responsibilities.

On March 29th, 2025 Richard had a heart attack on 4th Street near Falls Park. A 911 call was made and Post Falls Police officers and Kootenai County Fire and Rescue staff were dispatched to the scene. When officers arrived, they found you conducting CPR on Richard, who was unconcious. You had been performing CPR for apporximately five minutes. An officer took over chest compressions, and you assisted a second officer in maintaining the Richard's airway. KCFR arrived and transported Richard to Kootenia Health. Ultimately, Richard survived and called Sgt. Eismann and informed him that according to Richard's doctor, the quick and effective implementation of CPR saved his life.

Trey, you are an example of why people are proud to live and work in Post Falls. When faced with a life or death situation, you used the skills you have learned to jump in and conduct CPR. Had it not been for your actions, Richard may not have survived. You did not know Richard before this incident, but you are certainly connected now. You are an asset to this community, and I'm glad you have has chosen to make Post Falls his home.

I am pleased to present the Post Falls Police Department Humanitarian Award to you. Thank you for your service and dedication to our community.

Respectfully,

Mark Brantl
Acting Chief of Police



THE KCFR 2026 TWO-YEAR TEMPORARY LEVY

A TWO-YEAR PLAN FOR RELIABLE RESPONSE

This presentation is provided pursuant to Idaho Code 74-604 to share factual information about a levy measure

WHO IS KCFR?

MISSION FIRST

Kootenai County Fire and Rescue (KCFR) serves more than 60,000 Citizens across one of the fastest-growing regions in the country. We are dedicated to providing world-class fire and EMS services, with a singular goal: ensuring that our community's safety infrastructure keeps pace with record-breaking growth. In an environment where every second counts, we remain committed to protecting our neighbors through professional excellence and proactive planning.



ACCOUNTABILITY FIRST

WE LISTENED

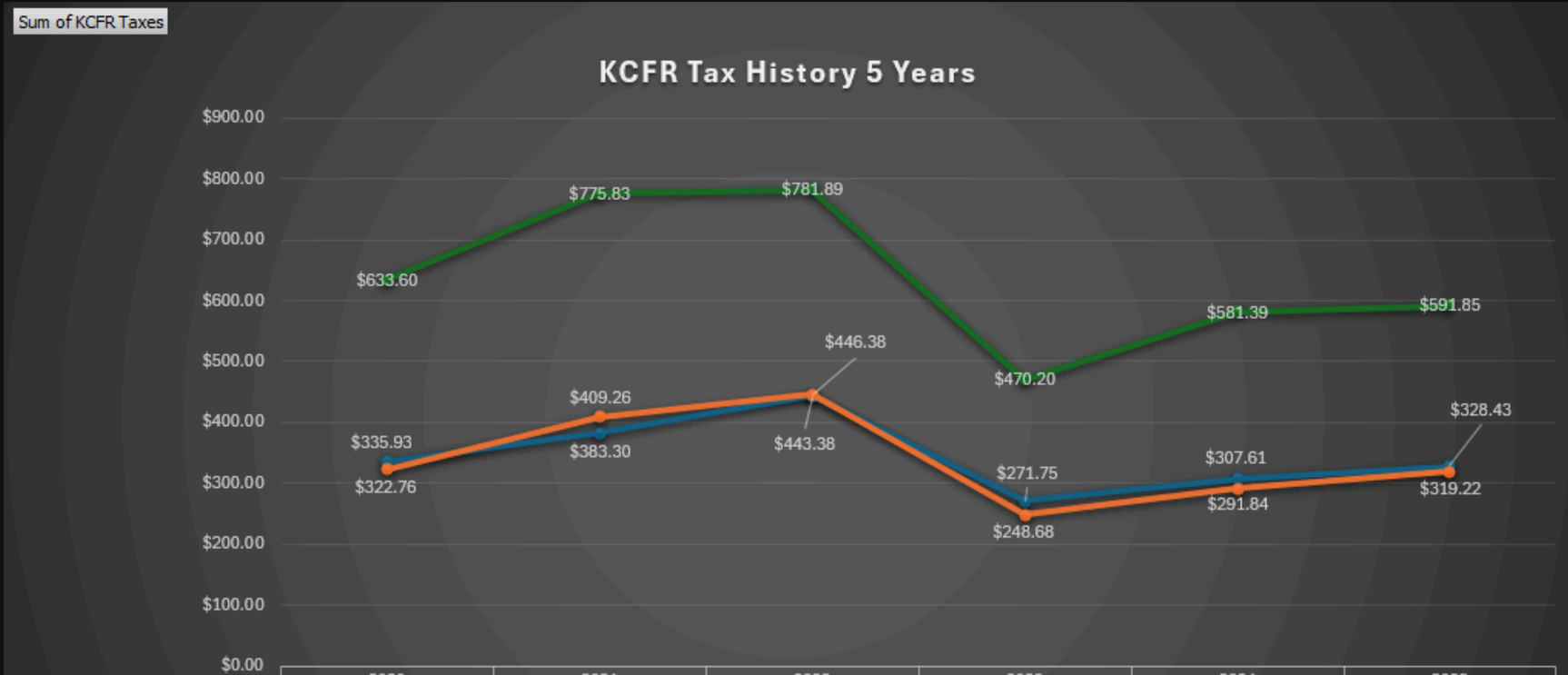
In November 2025, our community sent a clear message and KCFR heard you. We have replaced the permanent request with a targeted, bridge that honors the taxpayer's burden while ensuring our safety resources keep pace with record growth.



2025's Levy	2026's Optimized Levy
Permament Implementation	A Temporary, 2-Year Bridge
An Open-Ended Tax	A Time-Bounded Contract (Sunset 2028)
General Funding	Transparent Accountability

CRITICAL PRESSURES

THE GROWTH REALITY



	2020	2021	2022	2023	2024	2025
Graphite Ct/Post Falls	$335.93	$383.30	$443.38	$271.75	$307.61	$328.43
Maplewood Ave/Post Falls	$322.76	$409.26	$446.38	$248.68	$291.84	$319.22
Rude St/Dalton Gardens	$633.60	$775.83	$781.89	$470.20	$581.39	$591.85

The Impact:

Kootenai County is one of the fastest-growing regions in the country. While growth brings opportunity, under Idaho law, fire district budgets are capped at a 3% annual increase. However, our cost of life-saving equipment are rising much faster, creating a significant gap in our ability to maintain the level of service you deserve.

The Impact:

- Record-Breaking Call Volume
- Staffing & Retention Issues
- Inflation's Negative Impact
- Response Time Risks

ECONOMICAL IMPACTS

THE 3% GAP & INFLATION

Economic Variable	Operational Impact
Idaho’s 3% Cap	Revenue is legally frozen while the service population explodes.
Firetruck Costs	2019: $600k → 2026: $1M+. Prices have nearly doubled in 6 years.
Call Volume	Record 911 calls require more fuel, maintenance, and supplies.
The Funding Gap	A deficit that threatens our ability to keep every station open.

While Idaho law limits fire district budget increases to 3% annually, this cap was designed for a different era. It simply does not account for the hyper-growth of Kootenai County or the skyrocketing costs of life-saving equipment. Today, the cost of maintaining a world-class response is rising significantly faster than the law allows us to fund through traditional revenue.

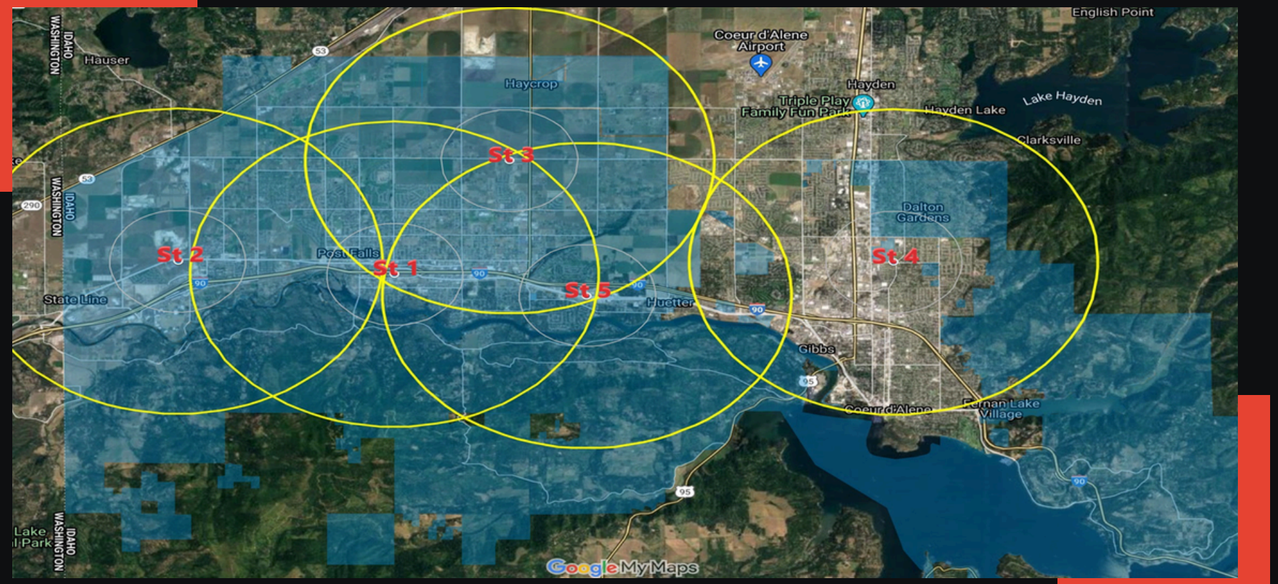


OUR SERVICE AREA

WHY SECONDS MATTER

In a life-threatening emergency, distance is the enemy. Whether it is a cardiac arrest or a fast-moving structure fire, the time it takes for a crew to reach your driveway is the single most important factor in the outcome. This map represents our promise to you: a localized, rapid response network designed to protect every home in the district.

Our record-breaking growth is pushing this network to its limit. This plan is intended to support KCFR, so that every station remains open and every engine stays staffed 24/7, keeping professional help close to home.





TEMPORARY. TARGETED. TRANSPARENT.

THE 2-YEAR PLAN

This temporary levy is a specific contract with the voters of Kootenai County. The proposed levy is a 24-month "bridge" to manage the critical gap between our current funding and our community's rapid growth. It is a time-bounded measure that is intended to support maintaining current service levels as the community grows.

Our focus is strictly on "boots on the ground." This funding is dedicated to maintaining rapid response times and ensuring that every engine has the personnel and tools needed to save lives. We have committed to zero administrative bloat—every dollar from this levy is designed for frontline operations and equipment maintenance.

TRANSPARENCY IS OUR PRIORITY

THE TAX IMPACT

Fire department capabilities directly impact local ISRB scores.

If staffing levels drop or response times increase, these scores can go down, often leading to an increase in your private homeowner insurance premiums.

Investing here could potentially help keep those private costs stable.



The two-year temporary levy override would annually cost $37.77 per $100,000 of taxable assessed value based on current conditions. This is the actual impact that the levy will have on tax-payers wallets.

Total Assessed Value	Financial Impact
$300k Value	$113.31/year
$500k Value	$188.85/year
$700k Value	$264.39/year

For the average homeowner, this amounts to roughly $12–$16 per month. The levy would fund 24/7 staffing at all stations and support emergency response.

DUTY BOUND

ACCOUNTABILITY & THE SUNSET CLAUSE

THE 2028 SUNSET:
This funding expires in 2028. Any future funding would require a new vote based entirely on our performance and your satisfaction with our results.

This funding is not a permanent addition to your tax bill. By Idaho law, this supplementary override is strictly time-bounded and automatically expires in 2028. It is designed to solve a short-term funding gap caused by rapid community growth without locking taxpayers into a permanent rate increase. This is a defined plan with a fixed end date.

We are putting the burden of proof on ourselves. Because this is a two-year measure, KCFR must prove the value of this investment to you. If we do not deliver the response times and staffing levels we have promised, the voters can make the decision to not renew this funding at the end of the two years. We are seeking funding for a specific, time-limited need—no open-ended commitments.



THE REALITY OF INACTION

THE CHALLENGE



We believe in being honest with our community. Without this temporary bridge, KCFR will be forced to make difficult operational decisions to balance the budget. As our population grows and call volumes hit record highs, the 3% funding cap creates a gap that we simply cannot bridge with existing revenue alone.

Operational Area	Longterm Impact
Response Times	Fewer crews on duty mean engines travel from further away.
Staffing Levels	Inability to fill vacancies, reducing the force on major fires.
Life-Saving Tools	Deferring essential maintenance for aging vehicles and gear.
Public Safety	Slower response to cardiac arrests and structure fires.

CONCLUSION

VOTE ON MAY 19, 2026

Voters within the Kootenai County Fire and Rescue district will have the opportunity to weigh in on the future of our local emergency services. We encourage every resident to review the plan and participate in this important decision regarding our community's safety infrastructure and response capabilities.

This measure will be decided by a simple majority of participating voters. Each individual ballot carries significant weight in determining the outcome. By casting your vote, you ensure that the final decision reflects the priorities of our district. Your participation is the best to make your voice heard on the future of our local fire and EMS resources.





Get the Facts:

Transparency is our priority. Visit our website to see the full plan, detailed cost breakdowns, and station maps:

kootenaifire.com/taxes-and-bonds/

From: noreply@civicplus.com
To: CityClerk
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, March 5, 2026 1:10:12 PM

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

Boards and Commissions Application

Name	Dana Repan
Residence Address	[redacted]
Mailing Address	[redacted]
Phone	[redacted]
Email Address	[redacted]
Current Employer	City of Sacramento
Position	Senior (Park) Planner
I would be willing to serve in the following appointed position(s)	Parks & Recreation Commission (4 year term)
Resident of the City of Post Falls	Post Falls
Resident of Kootenai County	CA
Current government or associated government positions you hold or have held	Senior Planner in park planning for 11 years and planner in land use and environmental for 15 years with the City of Sacramento, CA.
List all current or past Post Falls community involvement	None so far but have signed up for volunteer events
What direction or experience would you contribute to this board?	I have my AA degree in horticulture, and a BA in Environmental Planning from San Jose State University. I have work experience with local government for 26 years as a planner in three specialty areas, which lends me a unique perspective of how land use decisions, environmental constraints, park planning and landscape architecture can impact a community. I have

	experience working on long range planning documents, land use development projects, park site plans, contract management. I have recently completed and have had adopted the city's Park Plan 2040, which is the master park and recreation plan for the city and I am currently lead on the city's Park Impact Fee Nexus Study update. I work with all divisions within my department and all of the departments within the city to evaluate park development and funding throughout the city. I have the experience in park programming and budget requirements. I have grant funded projects that require certain milestones and outreach goals be met. I have presented my projects at Parks Commission and City Council, and County level boards and commissions. My position as staff for a city's park and recreation department would hopefully be a contribution to the board, as I could offer a staff perspective on subject matters before the board.
Do you anticipate any conflict of interest in any finding which you might be required to make as a member of this board?	None
Why do you want to be considered for this board placement?	It would be my privilege to be on this board and to offer my planning experience to the beautiful city I call home. I am new to the city of Post Falls; however, I am very eager to become involved in the community and lend my expertise to the park and recreation system. There are so many beautiful parks and open space areas in the city that I am excited to get to know more about. I enjoy the history of this area and the way the community comes together to engage with its natural and cultural resources. I can provide references and resume upon request.
Upload Your Resume (Optional)	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	Dana L. Repan
Date	3/5/2026
This application will be held for one year	

Email not displaying correctly? View it in your browser.

Dana Repan
[redacted]
Post Falls, ID 83854
[redacted]

Professional Profile

My education in Environmental Studies and Urban Planning, Horticulture, and Business Administration gives me a unique understanding of how business and government decisions can work together with local environmental and social resources. My experience in local government gives me the practical skills, knowledge of and experience in complex government processes for effective project management and customer success.

Experience

10/1/18 – PRESENT - SENIOR PLANNER, YOUTH, PARKS & COMMUNITY ENRICHMENT DEPT., CITY OF SACRAMENTO; Review of development applications for consistency with Department goals and policies; work with developers to develop the required quality and quantity of parkland within the project site; research factors affecting parkland and methods of acquiring parkland; develop long-range policies essential to implementation of City-wide park and recreation services; lead the Department's Master Plan update; represent the department at community outreach meetings; coordinate with other departments and land use jurisdictions on projects which may impact City's parks and services; prepare agreements and reports and make presentations at Parks and Recreation Commission meetings and City Council hearings.

2/1/18 – 9/28/18 - PLANNER, COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF SACRAMENTO; 300 RICHARDS BLVD., SACRAMENTO, CA; (916) 808-2762; Compile and analyze data and make recommendations on complex planning matters, involving issues related to land use, traffic, parking, aesthetics, environment, landscaping, energy and preservation. Review and analyze proposed major development projects for conformance with adopted City plans, City design/architectural guidelines and standards, applicable codes and ordinances and other regulations; prepare recommendations on approval of such projects. Review proposed tentative subdivision and parcels maps and recommend necessary revisions to meet City requirements.

7/1/09 – 2/1/18 - ENVIRONMENTAL PLANNER, COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF SACRAMENTO; 300 RICHARDS BLVD., SACRAMENTO, CA; (916) 808-2762; Prepare and manage California Environmental Quality Act (CEQA) and NEPA documents; consulting with local, regional, State, and Federal officials and with the public to coordinate and integrate regulatory and planning activities; Compile, analyze, evaluate and prepare technical reports and advising applicants and city staff on the technical and legal aspects of their proposed projects; Set up and manage contracts with consulting firms; Conduct investigations and assessments; Provide information to the public regarding environmental issues.

Education

1995-1997	B.A. Environmental Studies, San Jose State University, San Jose, CA
1992-1994	A.S. Ornamental Horticulture, Foothill College, Los Altos Hills, CA
1989-1992	A.A. Business Administration, De Anza College, Cupertino, CA

From: noreply@civicplus.com
To: CityClerk
Subject: Online Form Submittal: Boards and Commissions Application
Date: Thursday, April 30, 2026 11:42:01 AM

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

Boards and Commissions Application

Name	John Houseman
Residence Address	[redacted]
Mailing Address	[redacted]
Phone	[redacted]
Email Address	[redacted]
Current Employer	retired
Position	Park and Rec Committee member
I would be willing to serve in the following appointed position(s)	Parks & Recreation Commission (4 year term)
Resident of the City of Post Falls	Post Falls
Resident of Kootenai County	ID
Current government or associated government positions you hold or have held	None
List all current or past Post Falls community involvement	Post Falls Little League UIC
What direction or experience would you contribute to this board?	Working with in the confines laid out by the town council, I would like to contribute to current Recreation programs available as well as work on any new recreation opportunities as they arise.
	No

Do you anticipate any conflict of interest in any finding which you might be required to make as a member of this board?	
Why do you want to be considered for this board placement?	Our town is growing so fast. I would like to see Parks and Recreation opportunities expand to meet that growth.
Upload Your Resume (Optional)	*Field not completed.*
Electronic Signature Agreement	I agree.
Electronic Signature	John Houseman
Date	4/30/2026
This application will be held for one year	

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CITY COUNCIL
MEETING MINUTES

April 14, 2026
5:30 PM

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

CALL TO ORDER BY MAYOR WESTLUND

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca – **Present**

WORKSHOP – 5:30 pm 2nd Floor Conference Room

a. 2026-2027 Budget

Deputy City Administrator Warren Wilson and Department Heads provided preliminary information on the Fiscal Year 2027 Budget process. Foregone balance information and city budget history were presented to council. Economic factors such as CPI, ENR, and Municipal Cost Index for this year were discussed. Potential revenue from state funding (such as liquor, transportation, and sales tax) were reviewed. FY2027 budget requests, including new personnel, were presented to council. Department Heads presented a challenge/opportunity within their individual department and explained how their budget requests would help meet that challenge/opportunity.

ADJOURNMENT

Meeting Adjourned at 8:04 PM

_____
Randy Westlund, Mayor

_____
Shannon Howard, City Clerk

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

Mayor Randy Westlund

Councilors: Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Jack Mosby, Marc Lucca

Mission
Building Community.

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Grace Strickland, CSR/AP

SUBJECT: Payables 4/22/2026 - 5/06/2026

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated 5.06.26. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued. However, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented in the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling $697,842.34 to be dated 5.06.26. The Hand Check Accountability is for Hand Checks issued 4.16.26-4.24.26 and total $131,940.55.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$829,782.89

BUDGET CODE:
Various

ATTACHMENTS:
1. Check Run for Council 5.06.26
2. Hand Checks for Council 5.06.26

City of Post Falls

Packet: APPKT24267 - Check Run for Council 5.06.26
Vendor Set: 01 - Vendor Set 01
Check Date: 4/28/2026

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	73131	Connect4Lunch (Randy Westlund)	001-411.0000.64010	25.00
		73138	Connect4Lunch (Nathan Ziegler)	001-411.0000.64010	25.00
				Dept 411 Total:	50.00
Dept: 412 Information Systems					
VEN15225	Agileblue Security				
APMWB	Electronic Funds Transf	206221	Agile Blue Monitoring FY26	001-412.0000.66043	252.52
				Dept 412 Total:	252.52
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	98930	FP mailing system 10lb scale USPS new rat	001-415.0000.63070	395.00
				Dept 415 Total:	395.00
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	12120617	PD Shredder Services	001-421.0000.62040	100.94
VEN15225	Agileblue Security				
APMWB	Electronic Funds Transf	206221	Agile Blue Monitoring FY26	001-421.0000.66041	81.90
VEN14905	Car Wash Plaza				
APMWB	Check	1765	Car Wash Services - March	001-421.0000.67170	100.00
C220	Coleman Oil Co				
APMWB	Electronic Funds Transf	CP-0382048	PD Gasoline	001-421.0000.64030	8,963.30
VEN15204	Collision Forensic Solutions, LLC				
APMWB	Check	5043	Dot 3D mobile scanner	001-421.0000.63920	6,109.55
VEN14867	CW Signs				
APMWB	Check	4226	Business Cards - Thompson	001-421.0000.63210	65.00
VEN15186	CW Upfitters				
APMWB	Electronic Funds Transf	1863	PFPD SOG Charger Door Panel	001-421.0000.67100	678.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	034801404	New Hire Equipment	001-421.0000.67020	61.20
		034713189	New Hire Equipment - Abshire	001-421.0000.67020	442.25
		034694941	New Hire Citation Clipboard	001-421.0000.67020	29.21
		034814461	Uniform Jumpsuit - Harrison	001-421.4000.72000	625.51
VEN15237	Glendale Parade Store LLC				
APMWB	Check	591205A	State & Federal Flags	001-421.0000.67020	1,914.80
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1164383	PFPD171 Tires	001-421.0000.67190	824.00
VEN14850	Legacy Heating and Cooling				
APMWB	Check	36099139	PD Detectives Office VAV Maintenance	001-421.0000.68030	170.00
		36760887	Spring Annual HVAC Maintenance	001-421.0000.68030	1,350.00
VEN14015	Midway Hyundai				
APMWB	Check	194093	PFPD145 Mount & Balance, Alignment	001-421.0000.67170	228.95
N001	Napa Auto Parts				
APMWB	Check	385891	PD Core Deposit, Returns	001-421.0000.67100	-111.41
		387284	PD Rotors & Clock Spring Returns	001-421.0000.67100	-460.81
		388496	PD Sensors, Switch, Motor Resistor Returns	001-421.0000.67100	-225.62
		387108	PD Brake Pads Return	001-421.0000.67100	-60.05
		387029	PFPD145 Brake Pads	001-421.0000.67100	78.73
		388292	PFPD133 TPMS Sensor	001-421.0000.67100	86.28
		388356	PFPD126 Canister Purge Valve	001-421.0000.67100	136.41

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	387184	PFPD126, 145 Belt & Wiper Blades	001-421.0000.67100	157.19
		388677	PFPD186 Battery & Core Deposit	001-421.0000.67100	232.19
		387201	PFPD172 Rotors	001-421.0000.67100	253.74
		386882	PFPD119 Brake Pads, Rotors	001-421.0000.67100	313.20
		387786	PFPD1 Serpentine Belt	001-421.0000.67100	43.22
R102	Recovery Masters Towing LLC				
APMWB	Check	26-29389	PFPD158 Tow	001-421.0000.67170	476.30
R251	Serights Ace Hardware				
APMWB	Check	375176/1	PD Shop - Flat Tire Wheel	001-421.0000.67100	37.79
S275	Solar Eclipse				
APMWB	Check	57994	PFPD153 Rockchip Repair	001-421.0000.67170	39.95
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2026/04/0222	Hard Badges - Captain, Officers	001-421.4000.72000	691.60
				Dept 421 Total:	23,433.32
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	464973198001	Office Supplies-Legal	001-424.0000.63040	89.79
				001-424.0000.63060	20.85
				Dept 424 Total:	110.64
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Electronic Funds Transf	CP-0382048	PD Gasoline	001-427.0000.64030	220.09
K08222	Kootenai Animal Hospital				
APMWB	Check	888028962	Animal Control Vet Services	001-427.0000.62040	182.11
		888027251		001-427.0000.62040	81.56
				Dept 427 Total:	483.76
Dept: 431 Streets					
T096	3M				
APMWB	Check	9438748823	3M Diamond Grade Reflective Vinyl	001-431.0000.63260	1,341.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	103058	parts for new sander	001-431.0000.63525	153.22
A497	Arrow Construction Supply, Inc				
APMWB	Check	S25346	Measuring Wheel	001-431.0000.67090	254.84
		S27021	Crafco Detack 5 Ga Pail	001-431.0000.68110	213.16
		S26775	Crafco Crack Seal	001-431.0000.68110	9,450.00
		S25425	Duogard Form Release 5 gal.	001-431.0000.68150	244.48
VEN15150	Buy Two Way Radios				
APMWB	Check	I26704889	2-Way Radios and Charging station	001-431.0000.67040	2,710.73
VEN05261	CDA PAVING				
APMWB	Check	113509	3/4" MINUS CRUSHED BASE	001-431.0000.68090	263.52
		113978	DUMPING - CONCRETET WITH REBAR	001-431.0000.68150	45.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	22465	Aluminum Sign Blank, plastic barrier board	001-431.0000.63260	494.00
		22331	Telespar Posts	001-431.0000.63260	192.00
		22347	Aluminum Blanks & Plasticboard	001-431.0000.63260	135.00
		22420	Aluminum Sign Blank	001-431.0000.63260	120.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	193513	Seltice Way Rehab JUB Invoice January 202	001-431.1812.95040	890.75
		194712	Seltice Way Rehab JUB Invoice Feb 2026	001-431.1812.95040	1,296.35
VEN15216	Keizer Morris International				
APMWB	Check	34295	Asphalt hot box	001-431.0000.90050	63,488.75
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T24726SC-5	LHTAC Elective - Seal Coat Best Practices	001-431.0000.64020	80.00
		T24/26ADA-4	LHTAC Elective - ADA Compliance	001-431.0000.64020	240.00
N001	Napa Auto Parts				
APMWB	Check	387862	Dielectric Grease for Equipment	001-431.0000.63000	22.75
VEN05363	North 40 Outfitters				
APMWB	Check	054851/E	Mag Tank Fittings	001-431.0000.63525	37.98

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251	Serights Ace Hardware				
APMWB	Check	374919/1	Saw blades & parts for saw	001-431.0000.63000	33.27
		374781/1	Saw Blades	001-431.0000.63000	30.58
		374736/1	Paint Can & Spout	001-431.0000.63000	9.25
		375117/1	Saw Blades	001-431.0000.63000	17.09
		374982/1	ADHESIVE	001-431.0000.63260	6.83
		375045/1	nuts & bolts	001-431.0000.63260	2.60
		374875/1	Solvent, nuts & bolts	001-431.0000.63260	56.15
		J95403/1	Fiberglass step ladder	001-431.0000.67090	503.98
		374689/1	Reciprocating Saw	001-431.0000.67090	121.05
		375015/1	Anchor driver	001-431.0000.67090	112.49
		374951/1	CLAW HAMMER, padlock	001-431.0000.67090	30.58
		375213/1	PROPANE - patching	001-431.0000.68090	18.97
		375212/1	SUCTION HOSE & Funnel	001-431.0000.68090	39.17
		375164/1	Sprinkler Repair	001-431.0000.68150	9.88
		375025/1	Items for sidewalk repair	001-431.0000.68150	85.06
		375159/1	Sprinkler Repair	001-431.0000.68150	57.70
		374954/1	Saw Repair	001-431.0000.68150	216.49
		374956/1	Sidewalk Sprinkler Repair	001-431.0000.68150	23.37
		375088/1	Sprinkler parts	001-431.0000.68150	15.82
		375179/1	PROPANE & sprinkler repair	001-431.0000.68150	49.38
		375097/1	SWIVEL ADAPTER	001-431.0000.68150	2.51
		374703/1	Parts for water tank - concrete	001-431.0000.68150	40.80
		375091/1	TUBING AND ADAPTERS	001-431.0000.68150	3.58
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	164123559-001	Aluminum Tripod Ladder	001-431.0000.67090	860.01
		164857702-001	Sprinkler Repair	001-431.0000.68150	147.13
		164974190-001	Sprinkler repair	001-431.0000.68150	56.99
T090	Thorco, Inc.				
APMWB	Check	1795880	Streetlight Repair - 4th & Spokane	001-431.0000.68140	9,745.17
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV090232	BANDING	001-431.0000.63260	112.82
VEN14310	US Fleet Tracking LLC				
APMWB	Check	511409	Monthly Fleet Tracking Service	001-431.0000.66016	592.68
Z026	Ziegler Lumber Co #017				
APMWB	Check	1103512	Lag Screws and Posts	001-431.0000.63260	45.50
		1102829	4 x4 Treated Post	001-431.0000.63260	31.10
		1099160	Shovels for Concrete Work	001-431.0000.67090	80.85
		1093829	Portland Cement	001-431.0000.68150	870.20
				Dept 431 Total:	95,702.58
Dept: 433 Facility Maintenance					
R251	Serights Ace Hardware				
APMWB	Check	375037/1	UNIVERSAL 3" FLAPPER RED	001-433.0000.67030	14.39
				Dept 433 Total:	14.39
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	103102	Hose for S556	001-434.0000.63011	167.86
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4265704018	Fleet Laundry & Rug Service	001-434.0000.63160	155.69
		4264967610		001-434.0000.63160	145.11
		4266470375		001-434.0000.63160	145.11
VEN15186	CW Upfitters				
APMWB	Electronic Funds Transf	1781	Infrared Ligthbar for Paint Truck	001-434.0000.81505	2,597.95
VEN14950	Dynamic Designs				
APMWB	Check	11343-Q	Vehicle Wrap - PFPD186	001-434.0000.90010	1,877.00
		11413-Q	Vehicle Wrap - PFPD185	001-434.0000.90010	1,877.00
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1164254	Tires - S237	001-434.0000.67190	3,619.45
		197-1164224		001-434.0000.67190	3,386.19

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN03517	Kenworth Sales Company				
APMWB	Check	024P55950	Wheel studs & nuts - S219	001-434.0000.63011	24.64
VEN09696	Modern Machinery Co, Inc				
APMWB	Check	3180777 PS	SUPER RINOHIDE CHUTE - Paver	001-434.0000.63011	399.72
N001	Napa Auto Parts				
APMWB	Check	388301	Connectors for Streets Trailer	001-434.0000.63011	41.76
		386951	PENETRANT OIL	001-434.0000.63011	69.93
		386021	Filter Stock	001-434.0000.63011	108.68
		387781	SEALER - S555	001-434.0000.63011	147.12
		386858	Camera kit & ALARM - P201	001-434.0000.63012	179.07
		385999	Battery - R208	001-434.0000.63012	169.91
		386634	Battery - P132	001-434.0000.63012	164.35
		387110	WARRANTY replacement of item on inv 387	001-434.0000.63012	-131.01
		387000	BACK UP CAMERA KIT - P201	001-434.0000.63012	131.01
		387070	Filter Stock	001-434.0000.63013	6.81
		388089	BATTERY FUSE - E118	001-434.0000.63013	33.21
		388091	BATTERY TERMINAL -E118	001-434.0000.63013	15.50
		387090	Air Filter - B101	001-434.0000.63013	9.46
		388083	Battery - E118	001-434.0000.63013	174.13
		388302	Filter - B114	001-434.0000.63013	4.32
		386961	Filters - A119	001-434.0000.63013	28.85
B100	Owen Equipment Company				
APMWB	Check	00131856	Parts - S556	001-434.0000.63011	72.57
P1001	Pape Machinery				
APMWB	Check	16773528	Tooth for Scraper box - S348	001-434.0000.63011	101.67
		16773347	Scraper Tooth - S348	001-434.0000.63011	101.67
R251	Serights Ace Hardware				
APMWB	Check	375122/1	Screws - Fleet stock	001-434.0000.63012	21.03
S275	Solar Eclipse				
APMWB	Check	57985	Windshield - S216	001-434.0000.67170	399.00
S390	Spokane House of Hose Inc.				
APMWB	Check	INV19094	Ball Valve - S237	001-434.0000.63011	258.18
VEN15089	Supreme Power Sports LLC				
APMWB	Check	45068	Service on P483	001-434.0000.67170	451.33
T106	Titan Truck Equipment				
APMWB	Check	1395750	*ADJUSTABLE DIVIDER SHELF CURB - S	001-434.0000.63011	476.20
				Dept 434 Total:	17,430.47
Dept: 441 Urban Forestry					
R251	Serights Ace Hardware				
APMWB	Check	374969/1	Fuel Can and two stroke oil for Urban Forest	001-441.0000.64030	77.44
		375100/1	Irrigation for UF	001-441.0000.68230	38.60
VEN05934	Sunbelt Rentals				
APMWB	Check	182554919-0001	Stump grinder rental for UF	001-441.0000.67070	682.03
K0195	The Kenerson Group				
APMWB	Check	1,279	Software for UF	001-441.0000.66016	1,000.00
				Dept 441 Total:	1,798.07
Dept: 442 Cemetery					
R251	Serights Ace Hardware				
APMWB	Check	375194/1	Cleaning supplies	001-442.0000.63150	35.13
W230	Wilbert Precast Inc.				
APMWB	Check	355776-1	Wilma Davis memorial	001-442.0000.63760	926.35
				Dept 442 Total:	961.48
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I110965	Tullamore Park Portable Restroom	001-443.0000.65050	54.00
		I110966	White Pine Park Portable Restroom	001-443.0000.65050	54.00
		I111056	Kiwanis Portable Restroom	001-443.0000.65050	90.00
		I110981	Falls Park Portable Restroom	001-443.0000.65050	95.90

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	I111058	Beck Park Portable Restroom	001-443.0000.65050	147.50
		I111060	Corbin Park Portable Restroom	001-443.0000.65050	147.50
		I108301	Chase Park portable Restrooms	001-443.0000.65050	220.25
		I110967	Sportsman's Park Portable Restroom	001-443.0000.65050	54.90
VEN03792	Arrow Concrete & Asphalt				
APMWB	Check	ACAS-00562	Syringa Concrete Repair	001-443.0000.68111	6,600.00
		ACAS-00575	Aspalt Patching at Treaty Rock Park	001-443.0000.68111	4,100.00
		ACAS-00579	Repair damaged asphalt at Q'emiln Park	001-443.0000.68111	11,878.25
A017	A-Tec, Inc.				
APMWB	Check	6718	Got power back to Syringa doors	001-443.0000.62180	230.00
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012880811.001	closet repair kits for restrooms	001-443.0000.68250	241.14
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE233998	Anchors for Spokane ST Panels	001-443.0000.67030	151.52
F070	Fire Safety Specialists				
APMWB	Check	28194	Fire Extinguisher Inspections	001-443.0000.63110	81.90
VEN03826	FMI Equipment				
APMWB	Check	SPK-1016811	Mower hardware	001-443.0000.66190	128.11
G098	Grainger				
APMWB	Check	9883932320	Hand dryers for restrooms	001-443.0000.63150	1,188.04
		9877497926	Cable Ties for Parks in Various Sizes	001-443.0000.67030	852.35
VEN15175	Grit Fabrication				
APMWB	Check	936516	Fabricate Kiosk for Q'emiln Trails	001-443.0000.80150	2,950.00
H1957	Horizon Distributors Inc				
APMWB	Electronic Funds Transf	2S252921	Irrigation parts for Parks	001-443.0000.68230	120.72
VEN05363	North 40 Outfitters				
APMWB	Check	54600/E	Cable for Small Equipment	001-443.0000.66190	15.99
VEN14579	Planet Turf				
APMWB	Check	3014132	Grass seed for Parks	001-443.0000.68180	1,138.00
R060	Ragan Equipment Co.				
APMWB	Check	01-183324	Backpack Blower maintenance	001-443.0000.66190	62.50
		01-183327	Backpack Blower Maintenance	001-443.0000.66190	93.75
		01-183326		001-443.0000.66190	64.59
		01-183325	Backpack Blower	001-443.0000.67020	499.99
		01-183323	Power Trimmer	001-443.0000.67020	1,349.99
R1691	River City Paint & Decorating				
APMWB	Check	95AW7	Stain for Depot Bench	001-443.0000.68160	75.56
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	108942	Uniform shirts & hoodies for Maintenance	001-443.4000.72000	1,825.70
R251	Serights Ace Hardware				
APMWB	Check	374833/1	Hardware for Nursery	001-443.0000.67030	61.93
		374862/1	Nut and bolt for Chase Park	001-443.0000.67030	5.38
		374946/1	Tools for Parks	001-443.0000.67090	41.90
		375190/1	Irrigation Part for a south park	001-443.0000.68230	33.28
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	570402	Cleaning supplies for Parks	001-443.0000.63150	322.64
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	17727436	Pesticides for Parks Landscape	001-443.0000.68220	626.90
Z026	Ziegler Lumber Co #017				
APMWB	Check	1068342	Hardware for Nursery	001-443.0000.67030	104.16
				Dept 443 Total:	35,708.34
Dept: 444 Parks - Construction					
A490	Architects West				
APMWB	Check	14636	Chase Restroom Design	001-444.1665.93180	13,250.00
VEN07316	BC Engineers Inc				
APMWB	Check	2467	Kiosk footing engineering	001-444.0000.62040	1,200.00
VEN05261	CDA PAVING				
APMWB	Check	113398	Concrete & rebar disposal	001-444.1665.93180	33.75
				Dept 444 Total:	14,483.75

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 445 Recreation					
VEN01020	Cindy Jacobs				
APMWB	Check	04.17.26	Contractural Services- Fitness Classes Apr 2	001-445.0000.62040	60.90
		03.24.26	Contractual Services Fitness Classes March	001-445.0000.62040	94.50
VEN14772	Family Friendly DJ				
APMWB	Check	2140	Music / MC for Mother Son Dance	001-445.0000.63080	300.00
VEN01438	Northwest Martial Arts				
APMWB	Check	03.24.26	Contractual Services Martial Arts March 202	001-445.0000.62040	54.60
		04.17.26	Contractual services-martial arts april 2026	001-445.0000.62040	249.20
V040	ODP Business Solutions				
APMWB	Check	466116524001	Office Supplies-Recreation	001-445.0000.63060	18.18
		466116523001		001-445.0000.63060	11.99
		466116524001		001-445.0000.63060	68.60
		466116454001		001-445.0000.63060	12.23
R097	Rebecca Powell				
APMWB	Electronic Funds Transf	04.24.26	Powell Designs PF Activity Guide Summer 2	001-445.0000.63210	1,595.00
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transf	04.24.26	Contractual Services April 2026 Gymnastics	001-445.0000.62040	1,243.20
				Dept 445 Total:	3,708.40
Dept: 450 Economic & Comm. Dev. Rev					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	001-450.1753.38507	2,645.75
				Dept 450 Total:	2,645.75
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000047978-04032(	CDA#16096 NOPH 2025 Transportation Ma	001-451.0000.62000	54.97
VEN15085	International Minute Press				
APMWB	Check	6433	2,000 #10 24 White Envelope| No Window I	001-451.0000.63060	303.67
				Dept 451 Total:	358.64
Dept: 453 Engineering					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	001-453.1752.33501	190.00
				Dept 453 Total:	190.00
Dept: 481 Capital Improvements/Contracts					
A600	Awards Etc.				
APMWB	Electronic Funds Transf	20241898	City Hall Rotunda Bathroom Sign Awards Et	001-481.0000.62040	120.00
VEN01534	Contract Design Associates				
APMWB	Check	56618	Renovation Detectives offices	001-481.0000.68395	48,897.16
				Dept 481 Total:	49,017.16
				Fund 001 Total:	246,744.27
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	370125	FSA Fee April 2026	003-482.4155.71210	15.00
VEN14851	Idaho Employment Lawyers, PLLC				
APMWB	Check	1000352	Personnel Investigation	003-482.0000.62040	16,670.62
				Dept 482 Total:	16,685.62
				Fund 003 Total:	16,685.62
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN15225	Agileblue Security				
APMWB	Electronic Funds Transf	206221	Agile Blue Monitoring FY26	008-426.0000.66043	348.08
VEN13000	Commercial Electronics Corp				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	INV-33121	HigherGround Annual Maintenance Renewa	008-426.0000.67260	9,745.00
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	8282314145	PD Remote Speaker Microphones	008-426.0000.67040	496.45
				Dept 426 Total:	10,589.53
				Fund 008 Total:	10,589.53
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	017-410.1440.39105	1,000.00
VEN13951	SCJ Alliance				
APMWB	Check	84739	2025 Comprehensive Plan Consulting	017-410.0000.62040	2,281.25
VEN15043	Urban3 LLC				
APMWB	Check	AC000516B	Phase 2.2 Fiscal Mapping - - Storyboarding ,	017-410.0000.62040	8,881.38
				Dept 410 Total:	12,162.63
				Fund 017 Total:	12,162.63
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
K086	Kootenai County Sheriff				
APMWB	Check	37.6.685.3-4265	Triathlon Marine Permit and Patrol Boat	023-446.1602.67070	410.00
				Dept 446 Total:	410.00
				Fund 023 Total:	410.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	034-428.2015.38202	1,298.00
				034-428.2016.38203	142.00
				Dept 428 Total:	1,440.00
				Fund 034 Total:	1,440.00
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	035-420.2002.38204	1,302.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-014	Impact Fee Update	035-420.0000.80300	2,753.34
				Dept 420 Total:	4,055.34
				Fund 035 Total:	4,055.34
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	037-431.2003.38205	3,311.00
				037-431.2003.38206	1,447.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-014	Impact Fee Update	037-431.0000.80300	2,753.33
				Dept 431 Total:	7,511.33
				Fund 037 Total:	7,511.33
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	038-443.2004.38303	6,721.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	6726	The Quarry/Sports Complex Phase 1	038-443.0000.94165	13,706.35
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-014	Impact Fee Update	038-443.0000.80300	2,753.33
				Dept 443 Total:	23,180.68
				Fund 038 Total:	23,180.68
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	103002	WRF Equip 500 ft PAC ECHO	650-463.0000.63400	1,350.00
		102967	New mag pump	650-463.0000.68025	1,559.92
		103049	50' Garden Hose	650-463.0000.68025	75.00
A424	Anatek Labs, Inc.				
APMWB	Electronic Funds Transf	2609059	Surface Water Testing	650-463.0000.68360	416.00
		2609845	Exact Scientific Sub-Chlorophyll Surface Wa	650-463.0000.68360	165.00
		2609741	Surface Water WP	650-463.0000.68360	914.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	260040-21135	WRF OD6 Pump	650-463.3122.68400	2,172.60
VEN15236	Atlas Copco Compressors LLC				
APMWB	Check	1126040082	FILTER KIT and WEARING PARTS	650-463.0000.68010	1,833.18
VEN03129	Barr Tech LLC				
APMWB	Check	11126	Bio Solids Disposal March 2026	650-463.0000.62150	85,459.73
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4265704341	WWTP Uniforms	650-463.4000.72000	158.45
		4266470611	WWTP Uniforms	650-463.4000.72000	158.14
		4264967922	WWTP Uniforms	650-463.4000.72000	190.21
C220	Coleman Oil Co				
APMWB	Electronic Funds Transf	INV-368705	WRF Grease CHV STARPLEX EP 2 (Delo)	650-463.0000.68025	150.94
C3090	Columbia Electric Supply				
APMWB	Electronic Funds Transf	1120-1024579	AUX CONTACT KIT	650-463.0000.68025	117.48
H215	Core & Main LP				
APMWB	Check	Y510247	3" GRV to Male	650-463.0000.68025	248.84
VEN11813	Endress & Hauser, Inc				
APMWB	Electronic Funds Transf	6002828610	portable F/M flowmeter	650-463.0000.80240	4,522.20
VEN15235	Engineered Structures, Inc				
APMWB	Check	INV0153358	Refund for utility account deposit charged in	650-463.3305.39630	60.00
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE233721	AO Mixer Parts	650-463.0000.68025	40.89
F030	FedEx				
APMWB	Check	9-258-35131	Same Day OC Pickup WWTP Lab	650-463.0000.68360	20.68
G098	Grainger				
APMWB	Check	9874780522	Electric Winch 1HP Motor	650-463.0000.68010	1,738.72
		9888477909	WRF Double diaphragm pump	650-463.0000.68025	1,059.87
H030	Hach Company				
APMWB	Check	14951467	AMMONIA TNT+, ULR, 0.015-2.0 MG/L PK/	650-463.0000.63400	95.39
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2026-6602	Mag Deliveries to WRF	650-463.0000.63008	8,101.60
K0037	K & N, an Impel Company				
APMWB	Electronic Funds Transf	151041	On-site vibration readings on Ditch 1	650-463.0000.68010	1,510.00
		150996	Ditch 1 gearbox	650-463.0000.68025	37,799.15
L01935	Landia, Inc.				
APMWB	Check	16765	Steel Washers	650-463.0000.68025	183.50
N001	Napa Auto Parts				
APMWB	Check	387186	WRF Low HP V Belt	650-463.0000.68025	42.36
VEN14930	National Safety Inc				
APMWB	Check	0785671-IN	Safety Gloves	650-463.0000.63110	338.88
N040	NCL of Wisconsin, Inc.				
APMWB	Check	534273	WWTP Lab Supplies	650-463.0000.63400	294.25
		534420	QA, QA/QC Standard	650-463.0000.63400	75.45

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	534273	WWTP Lab Supplies	650-463.0000.63400	510.10
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5201093	Orion Aqua Pro Bulb	650-463.0000.63400	462.58
		5201486	TMS/7230R78 Cap Membrane Kit 1.00 Mil (	650-463.0000.63400	618.45
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032547187	EAR ULTRAFIT PLUG /CORD (100/BX)	650-463.0000.63110	201.90
		0032531404	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	4,086.75
		0032546762		650-463.0000.68820	5,515.95
P180	Perfection Tire				
APMWB	Check	1104864	FULL SYNTHETIC OIL CHANGE & TIRE R(	650-463.0000.67170	78.85
R251	Serights Ace Hardware				
APMWB	Check	375041/1	FLAPPER TOILET KORKY+	650-463.0000.68010	7.73
		374966/1	WRF Supplies	650-463.0000.68025	8.09
		375210/1	WWTP Supplies	650-463.0000.68025	4.49
		374966/1	WRF Supplies	650-463.0000.68025	4.49
		374611/1	SMARTFLO MAX 50FT HOSE Return Value	650-463.0000.68025	32.99
		375210/1	WWTP Supplies	650-463.0000.68025	9.15
		374966/1	WRF Supplies	650-463.0000.68025	12.53
		375210/1	WWTP Supplies	650-463.0000.68025	2.69
		374966/1	WRF Supplies	650-463.0000.68025	8.09
		375210/1	WWTP Supplies	650-463.0000.68025	2.33
U1006	Univar Solutions USA, LLC				
APMWB	Electronic Funds Transf	53796118	Caustic Soda Deliveries Tertiary Operations	650-463.0000.63008	5,483.81
		53798032	Aluminum Sulfate for Tertiary Operations	650-463.0000.63008	7,965.68
		53827657		650-463.0000.63008	8,686.12
U140	UpScale Mail				
APMWB	Check	352023	STORMWATER OUTREACH	650-463.6530.64050	326.86
VEN14989	VEGA Americas, Inc				
APMWB	Check	682137	Basic Startup & Commissioning Training for	650-463.0000.64020	420.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	569869	Lab Supplies	650-463.0000.63400	1,158.42
W180	Western States Equipment				
APMWB	Check	IN003577897	Troubleshoot Swithgear Issues	650-463.0000.68025	637.25
				Dept 463 Total:	187,097.73
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	102724	1X4 NYLON SLING	650-466.0000.63330	114.58
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4264967922	WWTP Uniforms	650-466.4000.72000	190.20
		4265704341		650-466.4000.72000	158.44
		4266470611	WWTP Uniforms	650-466.4000.72000	158.14
VEN11813	Endress & Hauser, Inc				
APMWB	Electronic Funds Transf	6002828610	portable F/M flowmeter	650-466.0000.80240	4,522.25
I110	Idaho Fence Co, Inc.				
APMWB	Check	0042026	Montrose Fence Barbed Wire	650-466.0000.68010	1,153.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	194710	Montrose Highland Generators JUB Invoice	650-466.3104.68400	6,979.70
N001	Napa Auto Parts				
APMWB	Check	385630	BAT 18MO WTY BAT (T34)	650-466.0000.63330	333.58
		385631	12/24V CHARGER ( )	650-466.0000.63330	158.51
VEN14930	National Safety Inc				
APMWB	Check	0785671-IN	Safety Gloves	650-466.0000.63110	169.44
VEN05363	North 40 Outfitters				
APMWB	Check	054866/E	Service Truck Supplies	650-466.0000.67090	518.03
B100	Owen Equipment Company				
APMWB	Check	00131869	8 IN QUICK CLAM	650-466.0000.63000	717.97
VEN07942	RWC International LTD				
APMWB	Check	RA106018311 01	COMPUTER FEE	650-466.0000.67170	1,069.70
R251	Serights Ace Hardware				
APMWB	Check	375052/1	Collections Supplies	650-466.0000.63330	86.10

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	374959/1	FUNNEL SPILL SAVER 5.5OZ	650-466.0000.63330	17.52
		374966/1	WRF Supplies	650-466.0000.67090	265.05
VEN14987	SWS Equipment LLC				
APMWB	Check	P27876SPO	* ES100 Rope Winch	650-466.0000.63330	377.10
VEN05954	Toby's Battery & Auto Electric, LLC				
APMWB	Check	26040507	NOCO GCP2 AC Port Plug 2- Way Splitter 1	650-466.0000.63330	99.85
				Dept 466 Total:	17,089.16
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	153631	Stormwater Sampling	650-468.0000.68360	450.00
H1957	Horizon Distributors Inc				
APMWB	Electronic Funds Transf	2S251651	SPXFLEX100 RAIN BIRD SWING PIPE 10(	650-468.0000.68380	58.50
		2S251151	WWTP Supplies	650-468.0000.68380	315.12
		2S251651	SPXFLEX100 RAIN BIRD SWING PIPE 10(	650-468.0000.68380	67.95
N210	Northland Nursery				
APMWB	Check	220000076607	Soil Planting Mix	650-468.0000.68380	112.20
R1913	Rockhound Landscape Supply				
APMWB	Check	159	3yds Topsoil	650-468.0000.68380	87.00
		392	1000 SF SOD	650-468.0000.68380	590.00
		708	3yrds Top Soil	650-468.0000.68380	87.00
		907		650-468.0000.68380	87.00
		319	3yds Top Soil	650-468.0000.68380	87.00
		785	3yds Top Soil	650-468.0000.68380	87.00
		725	WRF fine sand	650-468.0000.68380	138.00
R251	Serights Ace Hardware				
APMWB	Check	374984/1	COUPL HOSE BARB5/8X3/4ML	650-468.0000.68380	25.10
		375146/1	LAWN FERTILZR STARTR 5M	650-468.0000.68380	32.39
		374984/1	COUPL HOSE BARB5/8X3/4ML	650-468.0000.68380	23.55
		374828/1	SPRAYER BACKPACK 4GAL	650-468.0000.68380	89.99
				Dept 468 Total:	2,337.80
				Fund 650 Total:	206,524.69
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	651-463.3308.38625	7,621.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	195085	Tertiary Upgrade JUB Invoice March 2026	651-463.3213.90015	5,577.89
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354130-023	Lundy Waterline Ext. Welch Invoice March 2	651-463.6505.95520	1,490.00
				Dept 463 Total:	14,688.89
				Fund 651 Total:	14,688.89
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	INV0153512	Refund for BLDR-26-179	652-463.3308.38624	3,414.55
				652-463.3308.38626	857.51
C291	Coeur d' Alene Press				
APMWB	Check	0000046331	Seltice Way Rehab Bid Ad Invoice CDA Pre	652-463.3229.95520	164.96
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	193513	Seltice Way Rehab JUB Invoice January 20	652-463.3229.95520	19,440.75
		194712	Seltice Way Rehab JUB Invoice Feb 2026	652-463.3229.95520	19,846.35
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354160-026	Guy Rd Fisher Gravity Welch Invoice March	652-463.3129.95520	750.00
		41354141-002	Fisher LS Welch Invoice March 2026	652-463.3232.95520	48,063.96
				Dept 462 Total:	92,538.08

				Fund 652 Total:	92,538.08

Packet: APPKT24267 - Check Run for Council 5.06.26 Check Date: 4/28/2026
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	153666	BACT T PA Coliform Presence/Absence	750-462.0000.68360	200.00
		153867		750-462.0000.68360	200.00
		153791		750-462.0000.68360	200.00
VEN05261	CDA PAVING				
APMWB	Check	113685	3/4" MINUS CRUSHED BASE B-SL	750-462.0000.63280	91.36
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012832911.001	AY NL 74620 3/4X2 METER CPLG MCDON	750-462.0000.63280	130.98
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1542051	1 1/2 & 2" Replacement Meters	750-462.0000.63280	8,067.00
G098	Grainger				
APMWB	Check	9874443303	SNGL END VALVE WHEEL WRNCH, STEE	750-462.0000.63280	86.75
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	194986	Well 4 JUB Invoice Feb 2026	750-462.3227.95550	22,051.46
		193347	Well 4 JUB Invoice January 2026	750-462.3227.95550	25,361.42
N0991	Norco Inc				
APMWB	Check	0046530634	ICON JACKET CLASS III YELLOW GREEN	750-462.0000.63110	12.08
		0046530635	HD Rip Stop Bib	750-462.0000.63110	82.53
VEN14389	Prestige Worldwide Technologies, LLC				
APMWB	Check	3264	CLA-Valve pump control repair at Well 6	750-462.3315.68382	4,520.00
R251	Serights Ace Hardware				
APMWB	Check	375116/1	BATTERIES ALKLINE 9V 4PK	750-462.0000.63280	31.98
		375010/1	Water Shop Tools	750-462.0000.67090	54.88
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240183841-00	5/8"-11 X 2-1/2" Hex Cap Screw - SAE J429	750-462.0000.63280	220.84
				Dept 462 Total:	61,311.28
				Fund 750 Total:	61,311.28
				Report Total:	697,842.34

Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.64010	50.00
	001-412.0000.66043	252.52
	001-415.0000.63070	395.00
	001-421.0000.62040	100.94
	001-421.0000.63210	65.00
	001-421.0000.63920	6,109.55
	001-421.0000.64030	8,963.30
	001-421.0000.66041	81.90
	001-421.0000.67020	2,447.46
	001-421.0000.67100	1,158.86
	001-421.0000.67170	845.20
	001-421.0000.67190	824.00
	001-421.0000.68030	1,520.00
	001-421.4000.72000	1,317.11
	001-424.0000.63040	89.79
	001-424.0000.63060	20.85
	001-427.0000.62040	263.67
	001-427.0000.64030	220.09
	001-431.0000.63000	112.94
	001-431.0000.63260	2,537.00
	001-431.0000.63525	191.20
	001-431.0000.64020	320.00
	001-431.0000.66016	592.68
	001-431.0000.67040	2,710.73
	001-431.0000.67090	1,963.80
	001-431.0000.68090	321.66
	001-431.0000.68110	9,663.16
	001-431.0000.68140	9,745.17
	001-431.0000.68150	1,868.39
	001-431.0000.90050	63,488.75
	001-431.1812.95040	2,187.10
	001-433.0000.67030	14.39
	001-434.0000.63011	1,970.00
	001-434.0000.63012	534.36
	001-434.0000.63013	272.28
	001-434.0000.63160	445.91
	001-434.0000.67170	850.33
	001-434.0000.67190	7,005.64
	001-434.0000.81505	2,597.95
	001-434.0000.90010	3,754.00
	001-441.0000.64030	77.44
	001-441.0000.66016	1,000.00
	001-441.0000.67070	682.03
	001-441.0000.68230	38.60
	001-442.0000.63150	35.13
	001-442.0000.63760	926.35
	001-443.0000.62180	230.00
	001-443.0000.63110	81.90
	001-443.0000.63150	1,510.68
	001-443.0000.65050	864.05
	001-443.0000.66190	364.94
	001-443.0000.67020	1,849.98
	001-443.0000.67030	1,175.34
	001-443.0000.67090	41.90
	001-443.0000.68111	22,578.25
	001-443.0000.68160	75.56

001-443.0000.68180		1,138.00
001-443.0000.68220		626.90
001-443.0000.68230		154.00
001-443.0000.68250		241.14
001-443.0000.80150		2,950.00
001-443.4000.72000		1,825.70
001-444.0000.62040		1,200.00
001-444.1665.93180		13,283.75
001-445.0000.62040		1,702.40
001-445.0000.63060		111.00
001-445.0000.63080		300.00
001-445.0000.63210		1,595.00
001-450.1753.38507		2,645.75
001-451.0000.62000		54.97
001-451.0000.63060		303.67
001-453.1752.33501		190.00
001-481.0000.62040		120.00
001-481.0000.68395		48,897.16
	Fund 001 Total:	246,744.27
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040		16,670.62
003-482.4155.71210		15.00
	Fund 003 Total:	16,685.62
008 - 911 SUPPORT		
008-426.0000.66043		348.08
008-426.0000.67040		496.45
008-426.0000.67260		9,745.00
	Fund 008 Total:	10,589.53
017 - ANNEXATION FEES		
017-410.0000.62040		11,162.63
017-410.1440.39105		1,000.00
	Fund 017 Total:	12,162.63
023 - SPECIAL EVENTS		
023-446.1602.67070		410.00
	Fund 023 Total:	410.00
034 - KOOTENAI FIRE/EMS IMPACT FEES		
034-428.2015.38202		1,298.00
034-428.2016.38203		142.00
	Fund 034 Total:	1,440.00
035 - PUBLIC SAFETY IMPACT FEES		
035-420.0000.80300		2,753.34
035-420.2002.38204		1,302.00
	Fund 035 Total:	4,055.34
037 - STREETS IMPACT FEES		
037-431.0000.80300		2,753.33
037-431.2003.38205		3,311.00
037-431.2003.38206		1,447.00
	Fund 037 Total:	7,511.33
038 - PARKS IMPACT FEES		
038-443.0000.80300		2,753.33
038-443.0000.94165		13,706.35
038-443.2004.38303		6,721.00
	Fund 038 Total:	23,180.68
650 - RECLAIMED WATER OPERATING		
650-463.0000.62150		85,459.73
650-463.0000.63008		30,237.21
650-463.0000.63110		540.78
650-463.0000.63400		4,564.64
650-463.0000.64020		420.00
650-463.0000.67170		78.85
650-463.0000.68010		5,089.63
650-463.0000.68025		42,000.05
650-463.0000.68360		1,515.68
650-463.0000.68820		9,602.70
650-463.0000.80240		4,522.20
650-463.3122.68400		2,172.60

650-463.3305.39630		60.00
650-463.4000.72000		506.80
650-463.6530.64050		326.86
650-466.0000.63000		717.97
650-466.0000.63110		169.44
650-466.0000.63330		1,187.24
650-466.0000.67090		783.08
650-466.0000.67170		1,069.70
650-466.0000.68010		1,153.00
650-466.0000.80240		4,522.25
650-466.3104.68400		6,979.70
650-466.4000.72000		506.78
650-468.0000.68360		450.00
650-468.0000.68380		1,887.80
	Fund 650 Total:	206,524.69
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		5,577.89
651-463.3308.38625		7,621.00
651-463.6505.95520		1,490.00
	Fund 651 Total:	14,688.89
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3129.95520		750.00
652-463.3229.95520		39,452.06
652-463.3232.95520		48,063.96
652-463.3308.38624		3,414.55
652-463.3308.38626		857.51
	Fund 652 Total:	92,538.08
750 - WATER OPERATING		
750-462.0000.63110		94.61
750-462.0000.63280		8,628.91
750-462.0000.67090		54.88
750-462.0000.68360		600.00
750-462.3227.95550		47,412.88
750-462.3315.68382		4,520.00
	Fund 750 Total:	61,311.28
	Report Total:	697,842.34

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RU				
4/16/2026	$ 96,961.87	APA002988	Avista Utilities	Pay Before Due Date
4/16/2026	$ 180.05	APA002989	Charter Communications	Pay Before Due Date
4/16/2026	$ 2,665.73	APA002990	East Greenacres Irrigation	Pay Before Due Date
4/16/2026	$ 41.34	APA002991	H & H Business Systems	Pay Before Due Date
4/16/2026	$ 302.20	APA002992	Kootenai County Solid Waste	Pay Before Due Date
4/16/2026	$ 120.90	APA002993	Kootenai Electric	Pay Before Due Date
4/21/2026	$ 21,500.00	102049	Metal of Valor Equipment	Pay Before Due Date
4/24/2026	$ 165.30	APA003092	Charter Communications	Pay Before Due Date
4/24/2026	$ 159.99	APA003093	Charter Communications	Pay Before Due Date
4/24/2026	$ 130.00	APA003094	Costco Membership	Pay Before Due Date
4/24/2026	$ 2,586.25	APA003095	Kootenai County Solid Waste	Pay Before Due Date
4/24/2026	$ 81.08	APA003096	LexisNexis Matthew Bender	Pay Before Due Date
4/24/2026	$ 480.80	APA003097	Pacific Office Automation	Pay Before Due Date
4/24/2026	$ 45.15	APA003098	Ricoh USA Inc	Pay Before Due Date
4/24/2026	$ 357.39	APA003099	Verizon Wireless	Pay Before Due Date
4/24/2026	$ 6,162.50	APA003100	Ziply Fiber	Pay Before Due Date
	############			

IN 5/05/26
Various
001-443.0000.65030
Various
001-431.0000.66050
700-461.0000.65050
001-465.0000.65103
001-434.0000.90010
001-442.0000.65030
001-421.0000.65030
001-413.0000.62060
Various
001-424.0000.63010
001-445.0000.66050
001-445.0000.66050
Various
Various

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: February 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 February 2026. 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 February 2026. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of February 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 February, the total of investments and cash on hand was $249,620,583.93. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of February.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
None

APPROVED OR DIRECTION GIVEN:
None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$249,620,583.93

BUDGET CODE:
Various

ATTACHMENTS:
1. Budget Status Report
2. Cash and Investments
3. Treasure's Report of C&I Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	$ 132,684.60	$ 57,926.23	43.7%
	Personnel	127,020.93	46,759.96	36.8%
		259,705.53	104,686.19	40.3%
412 - INFORMATION SYSTEMS	Operating	148,410.00	66,823.61	45.0%
	Capital	2,000.00	-	0.0%
	Personnel	658,143.66	250,689.03	38.1%
		808,553.66	317,512.64	39.3%
413 - GENERAL SERVICES	Operating	27,000.00	5,683.05	21.0%
	Personnel	575,111.36	224,542.61	39.0%
		602,111.36	230,225.66	38.2%
414 - FINANCE	Operating	649,868.75	436,675.41	67.2%
	Personnel	705,291.14	280,608.72	39.8%
		1,355,159.89	717,284.13	52.9%
415 - CITY CLERK	Operating	37,150.00	28,755.02	77.4%
	Capital	-	-	0.0%
	Personnel	93,419.25	35,764.83	38.3%
		130,569.25	64,519.85	49.4%
417 - MEDIA/CABLE FRANCHISE	Operating	46,100.00	1,040.04	2.3%
	Capital	-	-	0.0%
	Personnel	161,845.81	61,346.84	37.9%
		207,945.81	62,386.88	30.0%
418 - HUMAN RESOURCES	Operating	6,700.00	2,091.09	31.2%
	Personnel	249,991.12	97,399.27	39.0%
		256,691.12	99,490.36	38.8%
421 - POLICE	Operating	1,004,243.54	419,494.37	41.8%
	Capital	208,770.00	7,470.63	3.6%
	Personnel	8,833,495.21	3,310,145.01	37.5%
		10,046,508.75	3,737,110.01	37.2%
423 - OASIS	Operating	500.00	18,040.63	3608.1%
	Capital	-	-	0.0%
	Personnel	133,544.76	63,488.73	47.5%
		134,044.76	81,529.36	60.8%
424 - LEGAL (PROSECUTING)	Operating	88,496.00	34,610.80	39.1%
	Capital	-	-	0.0%
	Personnel	1,019,314.70	377,265.17	37.0%
		1,107,810.70	411,875.97	37.2%
427 - ANIMAL CONTROL	Operating	13,325.00	2,751.79	20.7%
	Personnel	208,715.89	77,913.97	37.3%
		222,040.89	80,665.76	36.3%
431 - STREETS	Operating	2,115,650.00	189,432.62	9.0%
	Capital	5,709,000.00	75,508.75	0.0%
	Personnel	1,632,132.62	623,030.83	38.2%
		9,456,782.62	887,972.20	9.4%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	14,330.00	2,600.92	18.2%
	Personnel	87,639.61	-	0.0%
		101,969.61	2,600.92	2.6%
433 - FACILITY MAINTENANCE	Operating	82,380.00	15,385.47	18.7%
	Capital	40,000.00	-	0.0%
	Personnel	348,882.63	133,635.85	38.3%
		471,262.63	149,021.32	31.6%
434 - FLEET MAINTENANCE	Operating	240,752.00	90,804.48	37.7%
	Capital	2,353,243.00	178,969.90	7.6%
	Personnel	508,012.22	170,291.37	33.5%
		3,102,007.22	440,065.75	14.2%
435 - -GIS	Operating	63,550.00	49,826.46	78.4%
	Personnel	205,163.73	78,751.14	38.4%
		268,713.73	128,577.60	47.8%
441 - URBAN FORESTRY	Operating	46,100.00	40,694.87	88.3%
	Capital	-	-	0.0%
	Personnel	297,460.01	120,820.71	40.6%
		343,560.01	161,515.58	47.0%
442 - CEMETERY	Operating	107,050.00	35,057.19	32.7%
	Capital	-	-	0.0%
	Personnel	256,391.79	98,262.31	38.3%
		363,441.79	133,319.50	36.7%
443 - PARKS	Operating	970,778.46	239,824.80	24.7%
	Capital	208,300.00	22,347.64	10.7%
	Personnel	1,550,224.34	544,465.38	35.1%
		2,729,302.80	806,637.82	29.6%
444 - PARKS CONSTRUCTION	Operating	63,825.00	6,077.30	0.0%
	Capital	200,000.00	3,967.68	2.0%
		263,825.00	10,044.98	3.8%
445 - RECREATION	Operating	251,749.00	67,952.99	27.0%
	Capital	8,800.00	6,550.04	0.0%
	Personnel	988,317.89	318,693.99	32.2%
		1,248,866.89	393,197.02	31.5%
451 - PLANNING & ZONING	Operating	30,799.95	8,295.83	26.9%
	Capital	-	-	100.0%
	Personnel	388,766.10	147,954.25	38.1%
		419,566.05	156,250.08	37.2%
452 - BUILDING INSPECTOR	Operating	24,200.00	12,611.85	52.1%
	Personnel	802,807.89	300,936.26	37.5%
	Capital	-	-	
		827,007.89	313,548.11	37.9%
453 - ENGINEERING	Operating	31,450.00	10,117.29	32.2%
	Capital	-	-	#DIV/0!
	Personnel	790,763.69	311,974.78	39.5%
		822,213.69	322,092.07	39.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	101,152.00	68,234.59	67.5%
	Capital	-	-	0.0%
	Personnel	243,835.96	101,859.28	41.8%
		344,987.96	170,093.87	49.3%
465 - STREET LIGHTS	Operating	805,000.00	345,994.70	43.0%
		805,000.00	345,994.70	43.0%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	5,576,000.00	1,713,187.80	30.7%
	Capital	-	-	0.0%
		5,576,000.00	1,713,187.80	30.7%
482 - PERSONNEL POOL	Operating	5,265,200.00	2,193,833.35	41.7%
	Personnel	1,027,550.00	20,047.06	2.0%
		6,292,750.00	2,213,880.41	35.2%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		**48,568,399.61**	**14,255,286.54**	29.4%
002 - INSURANCE FUND	Operating	470,343.00	459,343.00	97.7%
		470,343.00	459,343.00	97.7%
003 - PERSONNEL FUND	Operating	57,200.00	19,236.87	33.6%
	Capital	-	-	0.0%
	Personnel	5,363,000.00	1,909,748.29	35.6%
		5,420,200.00	1,928,985.16	35.6%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	130,000.00	2,960.92	2.3%
	Capital	-	-	
		130,000.00	2,960.92	2.3%
008 - 911 FUND	Operating	569,997.00	438,455.29	76.9%
	Capital	-	181,898.12	0.0%
	Personnel	416,821.42	89,469.46	21.5%
		986,818.42	709,822.87	71.9%
011 - FACILITY BUILDING RESERVE FUND	Operating	10,320,000.00	-	0.0%
	Capital	6,700,000.00	567,680.16	0.0%
		17,020,000.00	567,680.16	0.0%
017 - ANNEXATION FUND	Operating	1,720,000.00	44,129.46	2.6%
	Capital	-	-	
		1,720,000.00	44,129.46	2.6%
023 - SPECIAL EVENTS FUND	Operating	175,856.00	8,553.22	4.9%
	Capital	-	37,866.20	
		175,856.00	46,419.42	26.4%
029 - CEMETERY IMPROVEMENTS FUND	Operating	451,000.00	-	0.0%
	Capital	99,000.00	-	
		550,000.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES				
	Operating	1,000,000.00	532,192.73	53.2%
		1,000,000.00	532,192.73	53.2%

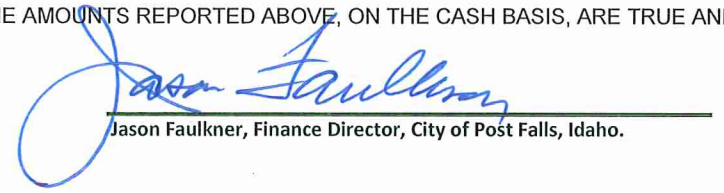
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,426,000.00	14,703.65	1.0%
	Capital	1,800,000.00	39,325.00	0.0%
		3,226,000.00	54,028.65	1.7%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 28, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,750,019.00	180,930.27	0.0%
	Capital	2,720,306.00	1,041,041.86	
		5,470,325.00	1,221,972.13	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,785,000.00	345.00	0.0%
	Capital	3,355,000.00	386,852.87	11.5%
		5,140,000.00	387,197.87	7.5%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND	Operating	7,658,577.25	1,838,749.02	24.0%
incld: wwo, collections, recycled, surface	Capital	15,248,000.00	549,392.12	3.6%
	Personnel	3,065,059.75	948,707.47	31.0%
		25,971,637.00	3,336,848.61	12.8%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	855,324.00	302,582.50	35.4%
	Capital	4,940,000.00	1,454,685.37	29.4%
		5,795,324.00	1,757,267.87	30.3%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	19,970,000.00	149,833.03	0.8%
	Operating	6,455,000.00	-	
		26,425,000.00	149,833.03	0.6%
700 - SANITATION FUND	Operating	4,711,427.00	1,869,717.80	39.7%
		4,711,427.00	1,869,717.80	39.7%
750 - WATER OPERATING FUND	Operating	2,304,902.70	522,117.81	22.7%
	Capital	2,774,000.00	844,746.74	
	Personnel	1,026,454.96	392,391.89	38.2%
		6,105,357.66	1,759,256.44	28.8%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	9,885,000.00	120,962.25	1.2%
		9,885,000.00	120,962.25	1.2%
GRAND TOTAL		$ 168,771,687.69	$ 29,203,904.91	17.3%

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
2/28/2026

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	104,877,163.88
LGIP Acct 1441	991.56
First Financial Equity Corporation	
General Accts Investments	20,899,177.34
Contingency Accts	9,279,740.47
Replacement & Reserve Accts	66,206,538.08
Moreton Capital Investments	
Moreton Securities	21,766,822.79
Mountain West bank	
Repurchase Sweep Account	26,513,871.94
Checking Account	75,002.87
Cash on Hand	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	150.00
Park	-
Planning and Zoning	150.00
Total	$ 249,620,583.93

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

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

City of Post Falls

Treasurer's Report of Cash and Investment Transactions

2/28/2026

FUND	BALANCE 01/31/2026	RECEIPTS	DISBURSEMENTS	BALANCE 02/28/2026
001 - GENERAL FUND	$37,187,721.94	$2,583,094.99	$4,498,887.46	$ 35,271,929.47
002 - COMPREHENSIVE LIABILITY	240,870.38	$17,006.55	$ -	257,876.93
003 - PERSONNEL BENEFIT POOL	56,203.97	$455,658.15	$472,030.54	39,831.58
004 - STREET LIGHTS	-	$ -	$ -	-
007 - DRUG SEIZURE PROGRAM	211,305.06	$665.63	$ 420.00	211,550.69
008 - 911 SUPPORT	2,771,037.19	$122,748.92	$202,792.84	2,690,993.27
011 - FACILITY BUILDING RESERVE	12,761,022.72	$360,444.32	$37,398.60	13,084,068.44
017 - ANNEXATION FEES	1,895,820.21	$24,987.03	$3,135.00	1,917,672.24
023 - SPECIAL EVENTS	463,900.32	$6,856.17	$3,922.88	466,833.61
029 - CEMETERY CAPITAL IMPROVEMENT	632,294.75	$10,426.19	$ -	642,720.94
034 - KOOTENAI FIRE/EMS IMPACT FEES	338,464.60	$74,776.09	$298,589.44	114,651.25
035 - PUBLIC SAFETY IMPACT FEES	3,892,297.59	$79,048.29	$3,216.73	3,968,129.15
037 - STREETS IMPACT FEES	10,513,690.70	$312,441.74	$908,195.98	9,917,936.46
038 - PARKS IMPACT FEES	7,842,984.44	$927,582.74	$1,307.50	8,769,259.68
039 - STREETS CAPITAL PROJECTS	-	$ -	$ -	-
402 - LID 99-1	(30,979.88)	$ -	$ -	(30,979.88)
410 - LID 2004	17,643.05	$307,146.97	$ 306,110.66	18,679.36
450 - LID GUARANTEE	19,323.82	$49.02	$ -	19,372.84
650 - RECLAIMED WATER OPERATING	82,482,780.84	$2,205,901.64	$704,752.73	83,983,929.75
651 - RECLAIMED WATER CAPITAL - WWTP	31,621,830.25	$583,003.94	$1,408,581.73	30,796,252.46
652 - RECLAIMED WATER CAPITAL - COLLECTOR	22,466,509.47	$218,600.38	$5,065.00	22,680,044.85
653-WASTEWATER STORM WATER	-	$ -	$ -	-
700 - SANITATION	1,637,699.28	$476,875.03	$880,968.40	1,233,605.91
750 - WATER OPERATING	28,126,283.42	$351,031.67	$544,598.86	27,932,716.23
753 - WATER CAPITAL	5,566,602.45	$92,755.58	$ 25,849.33	5,633,508.70
GRAND TOTAL:	**$ 250,715,306.57**	**$ 9,211,101.04**	**$ 10,305,823.68**	**$ 249,620,583.93**

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: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Rhonda Ellis, Admin Streets

SUBJECT: Donation of City Vehicles to KTEC

ITEM AND RECOMMENDED ACTION:
Staff requests that Council declare the (2) City vehicles listed in this agenda item as donations. ***Council previously approved the disposal of these vehicles via sale at auction on 4/7/2026. We are requesting to change the disposal from auction to donation for these vehicles. They will be donated to KTEC for their Automotive Mechanic program if approved. These vehicles have engine issues, and it is anticipated that they would not generate much money at auction.***

DISCUSSION:
The City manages our fleet assets using a system of planned replacements. An asset can be deemed surplus based on the condition of the vehicle/equipment, its age, usage, and maintenance history. To dispose of an asset, Council must first declare it as surplus. Once declared by Council as surplus, the asset can then be donated or sent to auction

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
Disposal previously approved on 4/7/2026

APPROVED OR DIRECTION GIVEN:
Vehicles were approved to be sold at auction.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Replacements were approved for the 2026 budget cycle.

BUDGET CODE:

ATTACHMENTS:
1. 2026.04.21 Asset Disposal Explanations

Explanations for disposal of City Assets

04/21/2026 Council Meeting

Department/Number	Asset Description	Explanation for disposal
Police / PFPD93	Asset# 4043 2009 Chevy Tahoe	***Council previously approved the disposal of this vehicle via sale at auction on 4/7/2026. We are requesting to change the disposal from auction to donation for this vehicle. It will be donated to KTEC for their Automotive Mechanic program if approved. This vehicle has engine issues, and it is anticipated that it would not generate much money at auction.*** Estimated 15 years old, which is significantly beyond the anticipated useful life of seven years for a patrol car. Car was purchased in 2009 for $31.5K. It has over 170K miles. This vehicle has reached the end of its useful life. Its replacement was funded in FY26 and its replacement has been purchased and is currently being upfitted.
Police / PFPD091	Asset# 4042 2009 Chevy Tahoe	***Council previously approved the disposal of this vehicle via sale at auction on 4/7/2026. We are requesting to change the disposal from auction to donation for this vehicle. It will be donated to KTEC for their Automotive Mechanic program if approved. This vehicle has engine issues, and it is anticipated that it would not generate much money at auction.*** Estimated 17 years old, which is significantly beyond the anticipated useful life of 10 years for a community services vehicle. Car was purchased in 2009 for $31.5K. It has over 120K miles. Its replacement was funded in FY26 and its replacement has been purchased and is currently being upfitted.

City of Post Falls
Park Naming Policy

Version 2026.0

Approved by City Administrator

Date: _____

1. PURPOSE AND SCOPE

The purpose of this policy is to establish a consistent mechanism for evaluating and selecting names for City owned *Parks*. This policy applies to naming, and requests to rename all City owned *Parks.*

2. DEFINITIONS

Park Any park or recreation facility owned by the City.

Exceptional Community Service means outstanding service provided to the community in one or more of the following areas:

a. Sustained leadership role in civic organizations devoted to community improvement.

b. Active involvement in the community for five or more years.

c. Assistance to the underprivileged, economically disadvantaged, physically and/or mentally handicapped.

d. Active promotion and/or direction of community events and activities which have enriched the quality of life in the community.

e. Active promotion and/or direction of effective youth programs in the City.

f. Active promotion and/or direction of effective programs for senior citizens of the community.

g. Other similar activities showing sustained community service for the residents of Post Falls.

3. INITIAL NAMING

a. Soliciting Suggestions. City staff may seek suggested *Park* names from community organizations, residents around the *Park*, City residents, Parks, Recreation, and Urban Forestry Commission members, City staff, and design consultants. City staff may use press releases and social media posts to solicit recommendations. If possible, the *Park* will be named before construction of the *Park* is completed.

b. Evaluation of Suggested Names by Staff. All suggested *Park* names will be presented to the Parks, Recreation, and Urban Forestry Commission for consideration. To avoid duplication and/or confusion, City staff will advise the Commission whether any of the recommended names are similar to the names of any existing structures, business names, subdivision names, and the names of other park facilities in the region.

c. Evaluation and Recommendation by the Parks and Recreation Commission. The Commission, in their discretion, may solicit public input on naming the *Park.* The

Commission will evaluate the suggested names and will select a name based on the:

- Relationship of the name to the name of the neighborhood,
- The planned usage of the *Park,*
- A proposed naming rights agreement,
- Natural, historical, or cultural significant features in the *Park* or the surrounding area,
- Any common names for the *Park* or surrounding area,
- In honor of a person who has made a significant land and/or monetary contribution to the park system or who donated most of the cost to develop the *Park*,
- In honor of a person who contributed *Exceptional Community Service* to the City of Post Falls, or
- In honor of a historically significant person or event that reflects the values of City of Post Falls.

Portions of a *Park* may have a different name than the entire *Park*, and features may be dedicated to or in honor of a person such as "Brett James Field" located at Sportsman Park in Post Falls.

Based on their evaluation, the Commission will choose a name to recommend to the City Council.

d. Selection of Name by the City Council. Upon receipt of a recommendation from the Parks and Recreation Commission, the City Council will choose the name of the *Park.* The City Council may elect to hold a public hearing, or other methods to solicit public input on the name. After selection of a name, City staff will notify and acknowledge those who submitted the adopted suggestion and the media of the selected name. A name, once adopted, is intended to be permanent.

e. Naming Rights Agreements. Paid naming rights (sponsorships) cannot be permanent and may not last longer than ten years without renewal. Naming rights agreements may apply to the full *Park,* a portion of a *Park*, such as a ball field, or to an amenity in a *Park*.

f. Name Changes. *Park* names are intended to be permanent; however, a person may request a name change following the process of establishing a new *Park* name. Historical names placed on designated landmarks listed on the Post Falls Register of Historic Places; the Idaho State Register of Historic Places and the National Register of Historic Places may not be changed. The Parks, Recreation, and Urban Forestry Commission will provide a public comment period of at least 14 days before holding a public hearing to consider the name change request.

After considering all submitted public testimony, the Commission will make a recommendation to the City Council, who must approve any request to rename a *Park*. City staff will notify the applicant of the outcome of their request and, if renamed, staff will implement the name change as directed.

City of Post Falls
Park Naming Policy

Version 2026.0

DRAFT

Approved by City Administrator

Date: _____

1. PURPOSE AND SCOPE

The purpose of this policy is to establish a consistent mechanism for evaluating and selecting names for City owned *Parks*. This policy applies to naming, and requests to rename all City owned *Parks.*

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d. Active promotion and/or direction of community events and activities which have enriched the quality of life in the community.

e. Active promotion and/or direction of effective youth programs in the City.

f. Active promotion and/or direction of effective programs for senior citizens of the community.

~~f.~~g. Other similar activities showing sustained community service for the residents of Post Falls.

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DRAFT

Commission will evaluate the suggested names and will select a name based on the:

- Relationship of the name to the name of the neighborhood,
- The planned usage of the *Park,*
- A proposed naming rights agreement,
- Natural, historical, or cultural significant ~~or geographic~~ features in the *Park* or the surrounding area,
- ~~Historical or cultural significance of the area~~,
- Any common names for the *Park* or surrounding area,
- In honor of a person who has made a significant land and/or monetary contribution to the park system or who donated most of the cost to develop the *Park*,
- In honor of a person ~~who died more than two years prior~~ who contributed *Exceptional Community Service* to the City of Post Falls, or
- In honor of a historically significant person or event that reflects the values of ~~living person who has provided *Exceptional Community Service* to the~~ City of Post Falls ~~for ten or more years~~.

Portions of a *Park* may have a different name than the entire *Park*, and features may be dedicated to or in honor of a person such as "Brett James Field" located at Sportsman Park in Post Falls.

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DRAFT

National Register of Historic Places may not be changed. The Parks, Recreation, and Urban Forestry Commission will provide a public comment period of at least 14 days before holding a public hearing to consider the name change request. After considering all submitted public testimony, the Commission will make a recommendation to the City Council, who must approve any request to rename a *Park*. City staff will notify the applicant of the outcome of their request and, if renamed, staff will implement the name change as directed.

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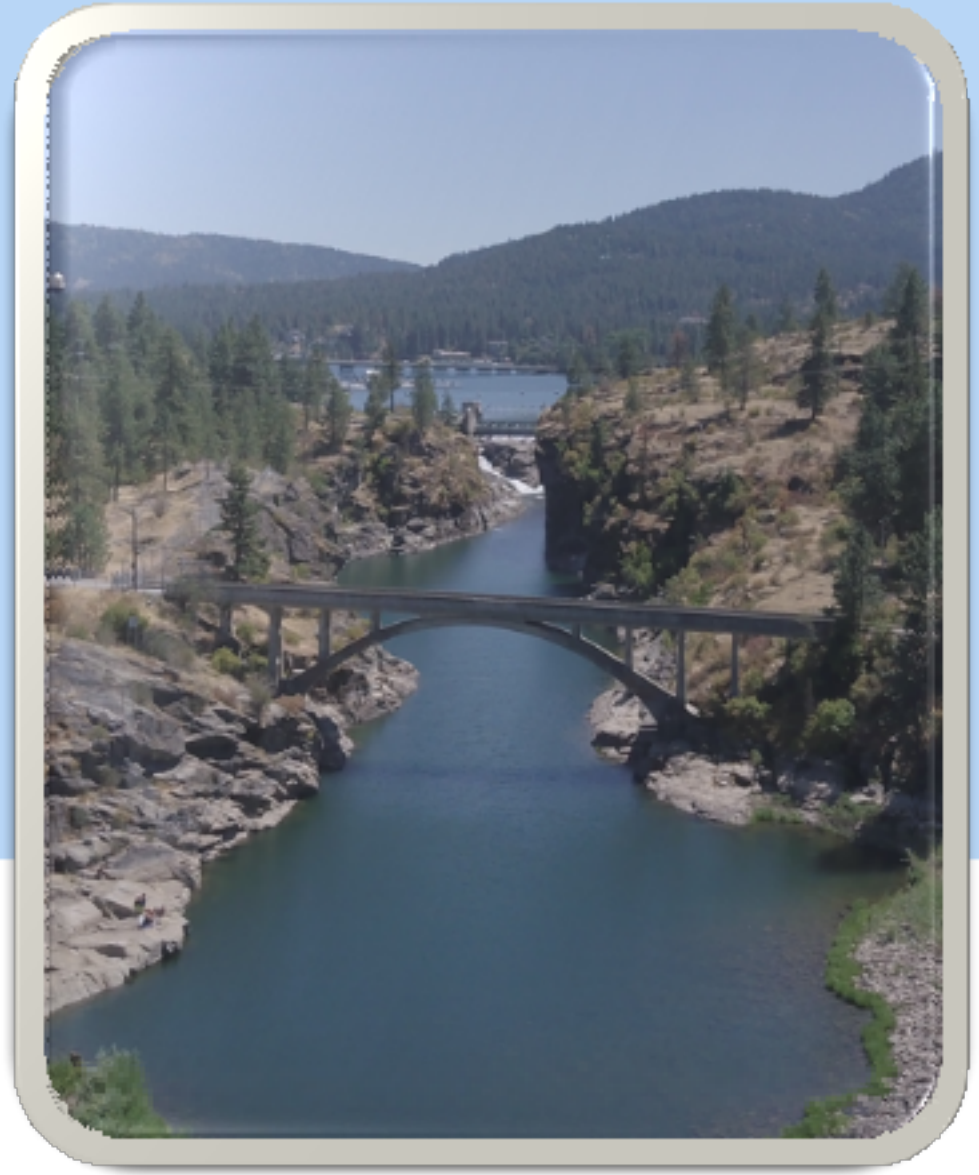
Park Naming Policy Update

Kris Ammerman,
Parks & Recreation Director
April 7, 2026



CITY OF POST FALLS

Impetus…

- Crown Reserve Park coming online soon
- Already have Crown Point
- Existing Park Naming Policy – outdated/did not exist
- Updated Policy

Purpose and Scope

- The purpose of this policy is to establish a consistent mechanism for evaluating and selecting names for City owned Parks. This policy applies to naming and requests to rename all City owned Parks

The Process

- City Staff to solicit suggested Park names from the community

- Parks, Recreation, and Urban Forestry Commission will Evaluate and Select Name/Names and recommend to City Council

- Ultimate decision is made by City Council

Selection Criteria…

- Neighborhood
- Planned Usage
- Proposed Naming Rights Agreement (Sponsorship)
- Natural or Geographic Features
- Historical or Cultural Significance
- Common Names of the Park or surrounding area
- In honor of a person who has made a significant land and/or monetary contribution
- In honor of a person who died more than two years prior who contributed Exceptional Community Service
- In honor of living person who has provided Exceptional Community Service

Exceptional Community Service defined as…

- Sustained civic leadership
- Active community involvement – 5 or more years
- Assistance to the under privileged, economically disadvantaged, physically and/or mentally handicapped
- Active promotion/direction of quality of life enriching community events
- Active promotion/direction of effective youth programs
- Active promotion/direction of effective senior programs

Naming Rights Agreements

- Paid naming rights (sponsorships) cannot be permanent and may not last longer than ten years without renewal

- Naming rights agreements may apply to the full Park, a portion of a Park, such as a ball field, or to an amenity in a Park.

Name Changes

- Park names are intended to be permanent (with the exception of sponsorships)

- A name change could occur… it would need to follow this same process

Questions/Discussion





CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Foxtail 13th Addition Construction Improvement Agreement

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ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the Foxtail 13th Addition subdivision.

DISCUSSION:

This Agreement reflects the construction phase for the Subdivision of Foxtail 13th Addition. 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 64-lot subdivision located southeast of the Zorros and Prosper intersection. The application was submitted by Coeur Development, LLC. The construction drawings were approved as meeting the requirements of the applicable standards of the City of Post Falls and Ross Point Water District (water purveyor).

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

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:
N/A

ATTACHMENTS:
1. Foxtail 13th CIA
2. Foxtail 13th Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20___, respecting the development of **Foxtail 13th Addition,** the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER	CITY
Melissa Wells	Randy Westlund, Mayor
Coeur Development, LLC	City of Post Falls
1859 N. Lakewood Dr	408 Spokane Street
Coeur D'Alene, ID 83814	Post Falls, Idaho 83854
(208) 755-2886	(208) 773-3511

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.

B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.

C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.

D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.

B. The Developer may assign its interest or delegate its duties under this Agreement:

1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;

3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 DEFAULT – CITY'S REMEDIES

A. The City may declare the Developer to be in default:

1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or

2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

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

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.

4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

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

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.

2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

1. Documents, appendixes, or sections titled "Special Provisions".

2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".

3. Article I of this Agreement titled "GENERAL PROVISIONS".

4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.

B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.

C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.

D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.

F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.

B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.

D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

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

1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.

2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

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

B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.

B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.

D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.

C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.

B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.

C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

A. Quality Control

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

B. Construction Progress
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. Surveys
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. Well Logs/Test Hole Logs
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data as indicated within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.

B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.

C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

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

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

2.16 STOP WORK ORDERS

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.

B. A stop work order shall remain in effect until the City approves:

1. Arrangements made by the Developer to remedy the nonconformity; and

2. Assurances by the Developer that future nonconformity's will not occur.

C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.

B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.

C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other responsible public agency or have been completed as required by this Agreement.

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.

B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.

C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.

E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.

F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.

B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 DEVELOPER'S WARRANTY

A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.

B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.

C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 CONDITIONS OF REIMBURSEMENT

A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein.

B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

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

CITY OF POST FALLS	DEVELOPER
BY: _____ Randy Westlund, Mayor	BY: _____ _____ _____
ATTEST:	WITNESS:
_____ Shannon Howard - City Clerk	_____ Print Name:

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
:ss
County of Kootenai)

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

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

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

ATTACHMENT “A”
PROPERTY DESCRIPTION
FOR

Foxtail 13th Addition

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

FOXTAIL 13TH - LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND BEING A PORTION OF TRACTS 5, 6, 11, 12 BLOCK 30 OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLATS, PAGES 78, 79 AND 80 RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUN TY, IDAHO AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SECTION 30 BEING A FOUND 2 1/2" ZINC CAP PER CP&F INST. # 2940033000, RECORDS OF KOOTENAI COUNTY, IDAHO. FROM WHICH THE CENTER QUARTER CORNER OF SECTION 30 BEARS SOUTH 01° 01' 09" WEST A DISTANCE OF 2623.62 FEET; THENCE, SOUTH 10°54'57" WEST A DISTANCE OF 116.38 FEET TO INTERSECTION WITH THE ORIGINAL PLATTED RIGHT OF WAY WITH THE RIGHT OF WAY DEDICATED UNDER INSTRUMENT NUMBER 301833690, RECORDS OF KOOTENAI COUNTY, IDAHO. SAID POINT BEING THE **TRUE POINT OF BEGINNING.**

THENCE, ALONG THE WEST LINE OF THE ORIGINAL PLATTED RIGHT OF WAY IN SAID BLOCK 30, SOUTH 01° 01' 09" WEST A DISTANCE OF 1177.07 FEET TO THE EXISTING NORTH RIGHT OF WAY OF PROSPER AVENUE;

THENCE, ALONG SAID NORTH RIGHT OF WAY, NORTH 88°43'08" WEST A DISTANCE OF 1296.85 FEET TO THE SOUTHWEST CORNER OF TRACT 11 BLOCK 30 PER SAID PLAT OF POST FALLS IRRIGATED TRACTS;

THENCE, ALONG THE WEST LINE OF SAID TRACT 11, NORTH 01° 01' 33" EAST A DISTANCE OF 1187.60 FEET TO THE EXISTING RIGHT OF WAY OF PRAIRIE AVENUE ON THE WEST LINE OF TRACT 6 BLOCK 30, RIGHT OF WAY DEDICATED UNDER INSTRUMENT NUMBER 2966891000 RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE, ALONG SAID EXISTING RIGHT OF WAY, SOUTH 88° 57' 55" EAST A DISTANCE OF 46.04 FEET;

THENCE, NORTH 00° 44' 28" EAST A DISTANCE OF 10.63 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 32° 44' 47", AN ARC LENGTH OF 32.29 FEET, HAVING A RADIUS OF 56.50 FEET, WITH A CHORD THAT BEARS NORTH 17° 27' 42" EAST FOR A DISTANCE OF 31.85 FEET;

THENCE, SOUTH 01° 01' 33" WEST A DISTANCE OF 100.90 FEET;

THENCE, SOUTH 06° 07' 11" WEST A DISTANCE OF 168.94 FEET;

THENCE, SOUTH 01° 01' 33" WEST A DISTANCE OF 829.90 FEET;

THENCE, SOUTH 88° 58' 27" EAST A DISTANCE OF 135.00 FEET;

THENCE, NORTH 01° 01' 33" EAST A DISTANCE OF 9.52 FEET;

THENCE, SOUTH 88° 43' 08" EAST A DISTANCE OF 926.82 FEET;

THENCE, SOUTH 01° 01' 33" WEST A DISTANCE OF 12.48 FEET;

THENCE, SOUTH 88° 58' 30" EAST A DISTANCE OF 135.01 FEET;

THENCE, NORTH 01° 01' 09" EAST A DISTANCE OF 1070.74 FEET TO THE INTERSECTION WITH THE RIGHT OF WAY DEDICATED UNDER INSTRUMENT # 301833690, RECORD OF KOOTENAI COUNTY, IDAHO;

THENCE, ALONG SAID DEDICATED RIGHT OF WAY ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A DELTA ANGLE OF 10° 59' 19", AN ARC LENGTH OF 23.59 FEET, HAVING A RADIUS OF 123.00 FEET, WITH A CHORD THAT BEARS SOUTH 19° 28' 07" EAST FOR A DISTANCE OF 23.55 FEET;

THENCE, SOUTH 88° 58' 31" EAST A DISTANCE OF 51.76 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PARCEL CONTAINING 6.548 ACRES, MORE OR LESS.

PARCEL 2

A PARCEL OF LAND BEING THAT PART OF TRACTS 21, 22, 27 AN 28 BLOCK 30, OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLATS, PAGES 78, 79 AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 30 BEING A FOUND 2” ALUMINUM CAP PER CP&F INSTRUMENT NUMBER 2107365000; THENCE NORTH 88°56'57” WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1316.99 FEET TO A POINT ON THE SOUTHERLY EXTENDED WEST LINE OF SAID TRACT 27; THENCE NORTH 01°01'33” EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE AND THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 651.20 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING NORTH 01°01'33” EAST A DISTANCE OF 645.91 FEET TO THE NORTHWEST CORNER OF SAID TRACT 22;

THENCE, ALONG THE NORTH LINE OF SAID TRACT 22, SOUTH 88°43'08” EAST 1296.85 FEET TO THE NORTHEAST CORNER OF SAID TRACT 21;

THENCE, ALONG THE EAST LINE OF SAID TRACT 21, SOUTH 01°01”09” WEST A DISTANCE OF 627.13 FEET TO THE NORTHEAST CORNER OF FOXTAIL 10 TH ADDITION AS RECORDED UNDER BOOK L AT PAGE 976 UNDER INSTRUMENT NUMBER 2988500000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE, ALONG SAID NORTH LINE, NORTH 88°58'51” WEST A DISTANCE OF 259.02 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SECHURAN FOX STREET;

THENCE, ALONG SAID WEST RIGHT OF WAY, ALONG A NON -TANGENT CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 01°14'13” AN ARC LENGTH OF 16.62 WITH A RADIUS OF 770.00 FEET AND, A CHORD BEARING OF SOUTH 10°24'57” WEST A DISTANCE OF 16.62 FEET;

THENCE, SOUTH 11°02'04” WEST A DISTANCE OF 3.65 FEET THE NORTHEAST CORNER OF BLOCK 74 OF FOXTAIL 10 TH ADDITION;

THENCE, ALONG THE NORTH LINE OF SAID BLOCK 74 OF FOXTAIL 10 TH ADDITION, NORTH 88°58'51” WEST A DISTANCE OF 121.86 FEET;

THENCE, SOUTH 11°02'04” WEST A DISTANCE OF 4.62 FEET;

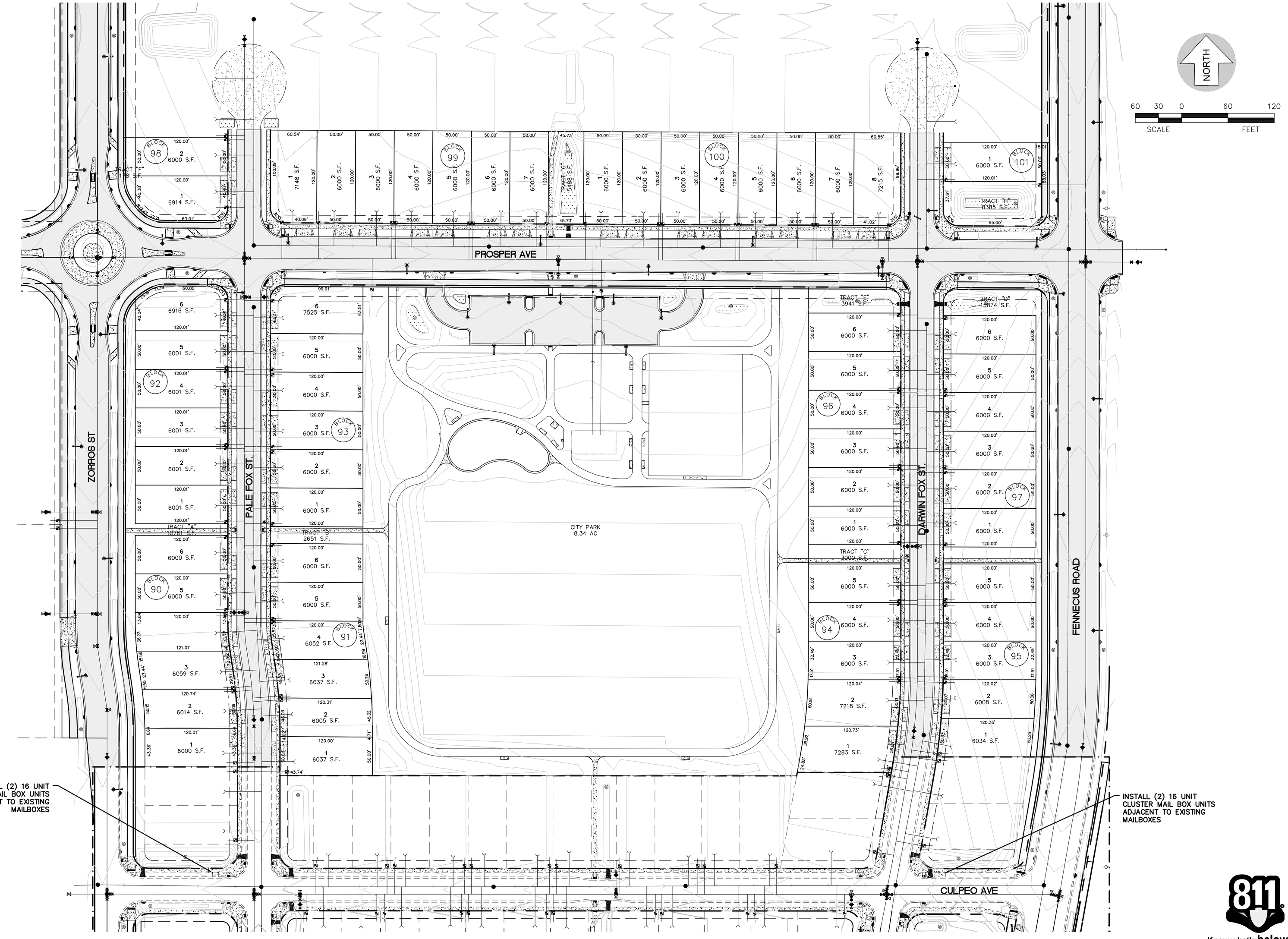
THENCE, NORTH 88°56'57” WEST A DISTANCE OF 669.39 FEET TO THE EAST RIGHT OF WAY OF PALE FOX STREET;

THENCE, ALONG SAID EAST RIGHT OF WAY, NORTH 01°01'33” EAST A DISTANCE OF 11.31 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 88°58'27” WEST 242.50 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 19.262 ACRES, MORE OR LESS.

FOXTAIL 13TH ADDITION
A PORTION OF S.30 T.51N., R.04W., B.M.



UTILITY STATEMENT

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

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

CITY OF POST FALLS APPROVAL

APPROVED BY:

CITY ENGINEER DATE

COEUR DEVELOPMENT, LLC
1859 LAKEWOOD DR, COEUR d'ALENE, ID 83814
PHONE: (509) 991-9033

FOXTAIL 13th ADDITION

LOT LAYOUT

PROFESSIONAL ENGINEER LICENSED 26251 STATE OF IDAHO MICHAEL J. LEAMING 3-10-26

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

VERTICAL DATUM - NAVD 88

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

#	DATE	BY	REVISION
1			
2			
3			
4			

SCALE
HOR. 1"=60'
VERT. N/A

PROJECT #: 0097.11
DESIGNED BY: KWE
CHECKED BY: GRG

LOT LAYOUT

3 OF 52

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Foxtail 13th 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: **$ 2,498,601.82**

2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **$ 982,758.75**

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

4. Street trees within public right-of-way: **$ 118,800.00**

5. Total cost of improvements: **$ 3,600,160.57**

6. Warranty amount: **$ 180,008.03**

ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR

Foxtail 13th Addition

Developer to submit detailed cost estimates.

Foxtail 13th Addition
Engineer Estimate - CIA
April 20, 2026

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
6200 - Site Preparation/Grading							
		6205 - Clearing & Grubbing					**$21,134.00**
1		Mobilization	1	LS	$20,000.00	0%	$20,000.00
2		AC Sawcut	189	LF	$6.00	0%	$1,134.00
		6210 - Excavation & Grading					**$97,379.00**
1		Road Subgrade Prep	31,220	SY	$1.80	0%	$56,196.00
2		Finish Grading (replace topsoil openspace)	1,476	CY	$8.00	0%	$11,808.00
3		Construction Entrance	4	EA	$1,500.00	0%	$6,000.00
4		Inlet Protection	20	EA	$75.00	0%	$1,500.00
5		Concrete Washout Area	1	EA	$500.00	0%	$500.00
6		Silt Fence	4,275	LF	$5.00	0%	$21,375.00
6250 - Sewer							
		6250 - Sewer					**$433,437.70**
1		15" PVC Sanitary Sewer	1,731	LF	$75.50	0%	$130,690.50
2		8" PVC Sanitary Sewer	2,848	LF	$45.15	0%	$128,587.20
3		Adjust Exist. Manhole to Grade	3	EA	$800.00	0%	$2,400.00
4		48" Manholes	16	EA	$3,700.00	0%	$59,200.00
5		Sewer Services	64	EA	$1,740.00	0%	$111,360.00
6		8" Cleanout	1	EA	$1,200.00	0%	$1,200.00
6300 - Stormwater							
		6300 - Stormwater					**$127,415.00**
1		Sidewalk Underdrain (Separated Sidewalk)	3	EA	$2,235.00	0%	$6,705.00
2		4' Wide Curb Cut/Concrete Channel to Underdrain	3	EA	$575.00	0%	$1,725.00
3		Curb Cut	113	EA	$400.00	0%	$45,200.00
4		10" PVC Storm Pipe	84	LF	$50.00	0%	$4,200.00
5		10" Storm Line Sleeve	1	EA	$1,200.00	0%	$1,200.00
6		Catch Basin	2	EA	$2,535.00	0%	$5,070.00
7		Drywell Type A (Single)	21	EA	$3,015.00	0%	$63,315.00
6350 - Water							
		6350 - Water System					**$902,223.75**
1		8" PVC Water Main	3,353	LF	$52.00	0%	$174,356.00
2		12" PVC Water Main	4,023	LF	$79.25	0%	$318,822.75
3		8" Fittings	4	EA	$1,015.00	0%	$4,060.00
4		12" Fittings	24	EA	$1,295.00	0%	$31,080.00
5		8" Gate Valve w/ Box	17	EA	$1,950.00	0%	$33,150.00
6		12" Gate Valve w/ Box	11	EA	$3,215.00	0%	$35,365.00
7		1" Water Services	61	EA	$2,375.00	0%	$144,875.00
8		2" Irrigation Services	5	EA	$4,575.00	0%	$22,875.00

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
9		Fire Hydrant Assemblies	8	EA	$7,800.00	0%	$62,400.00
10		Temp Fire Hydrant / Blow-off Assembly	9	EA	$7,800.00	0%	$70,200.00
11		4" Sleeve under sidewalk at water meter	63	EA	$80.00	0%	$5,040.00
6400 - Streets & Walkways							
		6405 - Streets, Curbs, & Gutter					**$1,105,229.50**
1		Asphalt Roadway 3" AC over 6" Base	10,685	SY	$26.00	0%	$277,810.00
2		Asphalt Roadway 3" AC over 4" Base	14,604	SY	$24.95	0%	$364,369.80
3		Asphalt Roadway 2" AC over 4" Base	5,647	SY	$20.25	0%	$114,351.75
3		Concrete Truck Apron (8" Conc over 6" Base)	3,110	SF	$12.00	0%	$37,320.00
4		Concrete Island Fill (4" Conc over 2" Base)	1,699	SF	$5.75	0%	$9,769.25
5		Standard Straight Curb (Hand-set)	792	LF	$30.00	0%	$23,760.00
6		Rolled Curb and Gutter	3,154	LF	$19.45	0%	$61,345.30
7		Standard Curb and Gutter	9,886	LF	$21.90	0%	$216,503.40
		6410 - Sidewalks					**$373,232.50**
1		5' Concrete Sidewalk	32,446	SF	$5.75	0%	$186,564.50
2		Concrete Driveway Approach	5,691	SF	$8.00	0%	$45,528.00
		Bike Ramps	11	EA	$1,630.00	0%	$17,930.00
3		Pedestrian Ramps	27	EA	$1,630.00	0%	$44,010.00
4		10' Pedestrian Ramps	36	EA	$2,200.00	0%	$79,200.00
		6415 - Pathways & Trails					**$168,288.00**
1		Asphalt Paths 10' wide (2" AC over 4" Base)	7,012	SY	$22.00	0%	$154,264.00
2		Asphalt Path Subgrade Prep	7,012	SY	$2.00	0%	$14,024.00
6450 - Utilities - Dry							
		6450 - Dry Utilities					**$80,535.00**
1		Dry Utilities Trenching (Ex, Bed, and Backfill only)	12,390	LF	$6.50	0%	$80,535.00
6500 - Signage, Striping, Mailboxes							
		6505 - Landscaping					**$140,586.12**
1		Public Street Trees	134	EA	$600.00	0%	$80,400.00
2		Public Street Trees at Residential Lots	64	EA	$600.00	0%	$38,400.00
3		Hydroseed ROW and Common Area	121,034	SF	$0.18	0%	$21,786.12
		6520 - Signage					**$147,400.00**
1		Striping	1	LS	$25,000.00	0%	$25,000.00
2		Signage	74	EA	$700.00	0%	$51,800.00
3		Type II Barricades	6	EA	$700.00	0%	$4,200.00
4		Type III Barricades	26	EA	$800.00	0%	$20,800.00
5		Cobra Head 100 watt LED	36	EA	$1,200.00	0%	$43,200.00

Foxtail 13th Addition
Engineer Estimate - CIA
April 20, 2026

Item No.		Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
6		Town & Country Street Light	2	EA	$1,200.00	0%	$2,400.00
		6525 - Mailboxes					**$3,300.00**
1		Concrete Mailbox Pad	4	EA	$630.00	0%	$2,520.00
2		CBU Mailbox Installation	4	EA	$195.00	0%	$780.00
					TOTAL		**$3,600,160.57**

ATTACHMENT “D”
EVIDENCE OF SURETY
FOR

Foxtail 13th Addition

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

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 13th Addition**

Dated:

By: **Mike Leaming, P.E.**

Sheets 1 through **52**

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.





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

Foxtail 13th Addition – Preliminary Construction Schedule

Week	Activity
5-25-26	*Mass Grading & Sewer Main*
6-1	*Sewer Main*
6-8	*Sewer Main*
6-15	*Sewer Main*
6-22	*Sewer Main and Services*
6-29	*Sewer Services*
7-6	*Sewer Services and Water Main*
7-13	*Water Main*
7-20	*Water Main*
7-27	*Water Main & Water Services*
8-3	*Water Services*
8-10	*Water Services & Storm*
8-17	*Storm & Dry Utility Crossings*
8-24	*Dry Utility Crossings*
8-31	*Dry Utility Crossings & Curb/Walk Prep*
9-7	*Curb/Walk Prep*
9-14	*Curbs & Walks*
9-21	*Curbs & Walks*
9-28	*Curbs & Walks & Subgrade Prep*
10-5	*Subgrade Prep*
10-12	*Paving*
10-19	*Dry Utility Ditch and Park Clean Up*
10-26	*Dry Utility Ditch and Clean Up*
11-2-26	*Clean Up*

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

Coeur Development, LLC

FOR

Foxtail 13th 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.

64 Lots X $350.00 = **$ 22,400.00**

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

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **LED Cobra Head**

36 lights X 12 months X **$ 35.00** per month = **$ 15,120.00**

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

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

TOTAL = $ 15,726.00

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

Coeur Development, LLC

FOR

Foxtail 13th 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 $7,621.00 = $_____

_____ (# of Commercial service units) x $7,621.00 = $_____

_____ (# of structures connecting) x (Utility Deposit = $60.00) = $_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) $7,621.00

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

Coeur Development, LLC

FOR

Foxtail 13th 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" = $3,278.00 Residential	=	$_____
_____ x	1" = $5,463.00 Commercial	=	$_____
_____ x	1-1/2" = $10,925.00	=	$_____
_____ x	2" = $17,479.00	=	$_____

Meter Fees

_____ x	3/4" = $ 374.34	=	$_____
_____ x	1" = $ 471.67	=	$_____
_____ x	1-1/2" = $ 898.43 (irrigation)	=	$_____
_____ x	2" = $ 1,459.94 (flow meter for irrigation only)	=	$_____
_____ x	2" = $ 3,294.23 (compound meter)	=	$_____

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit $10 = $_____

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Mike Leaming, P.E.

ENGINEERING FIRM: Coeur Development, LLC

ADDRESS: 1221 W. Emma Ave. #300

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

PHONE NO.: (509) 768-5761

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

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Coeur Development, LLC

FOR

Foxtail 13th Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
:ss
County of Kootenai Kootenai)

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

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

_____
Signature

_____
Print Name

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

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

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

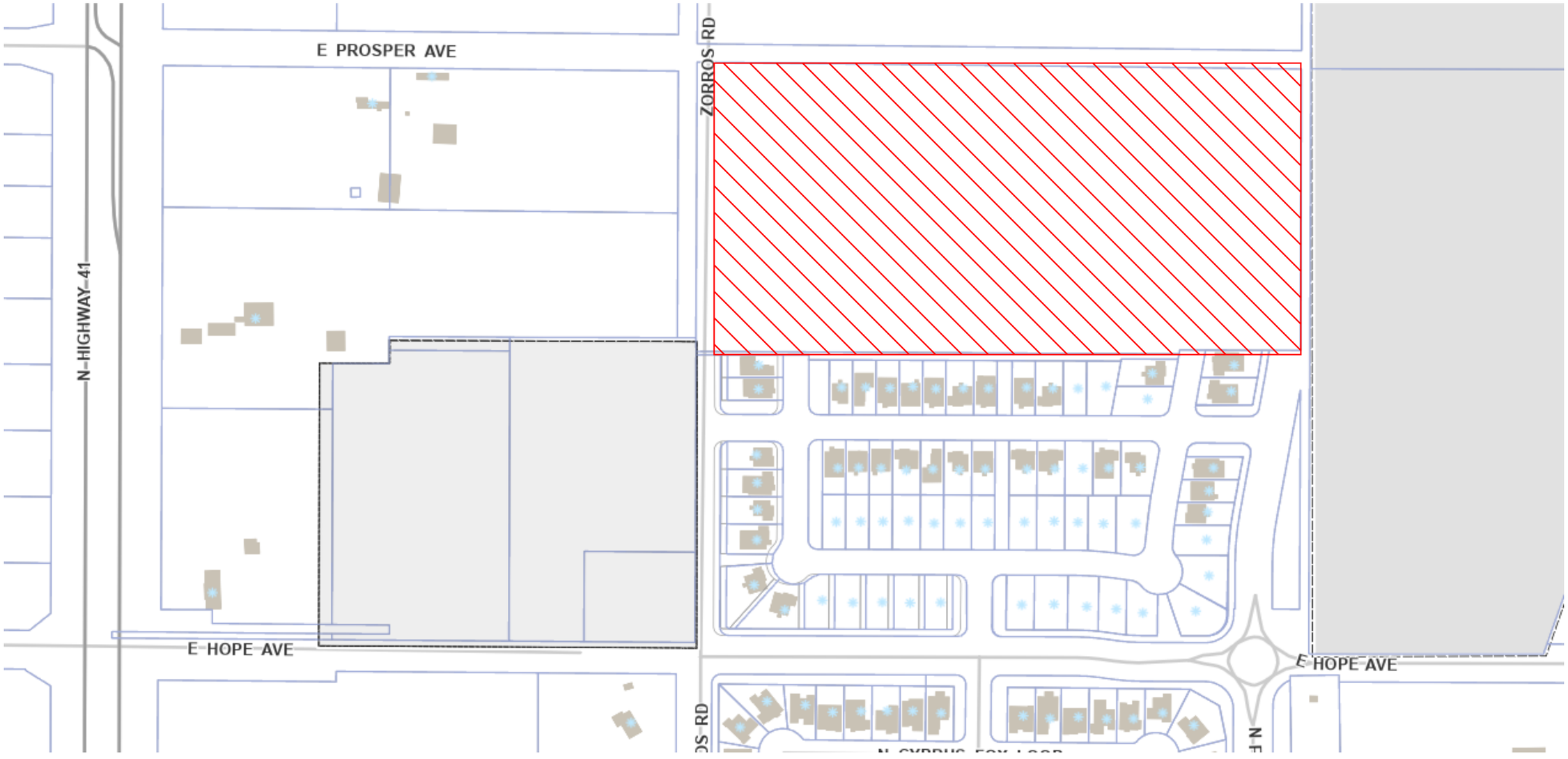
Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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



FOXTAIL 13TH ADDITION LOCATION MAP

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Gaul Annexation Reasoned Decision (ANNX-25-1)

ITEM AND RECOMMENDED ACTION:
This item is the final reasoned decision for the Gaul Annexation File No. ANNX-25-1, which was approved by the city council following a public hearing on March 3, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:
On March 3, 2026, the city council held a public hearing to consider a request to annex approximately 7.76 acres and associated rights-of-way into the City of Post Falls with Residential Mixed (RM) zoning. The site is located at the southeast corner of Cecil Road and 16th Avenue. The city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached reasoned decision for the city council's review. The city council may approve the reasoned decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the reasoned decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council heard the Gaul Annexation request on March 3, 2026.

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
NA

BUDGET CODE:
NA

ATTACHMENTS:
1. 2026.05.05 CC RD _Gaul ANNX-25-1.2

Gaul Annexation
File No. ANNX-25-1

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Nick Ebner, Ace Solutions

OWNER: Treva and Nolan Gaul

LOCATION: Located southeast corner of Cecil Road and 16th Avenue

REQUEST: Request to annex 7.76 acres into the City with a zoning designation of Residential Mixed (RM) zoning

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Planning & Zoning Minutes
9. S-5 Planning & Zoning Recommendation
10. S-6 Annexation Agreement
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 KCCD Comments
14. PA-4 Phillips 66 Comments
15. PA-5 DEQ Comments
16. PA-6 Phillips 66 Comments
17. PA-7 ITD Comments
18. PA-8 DEQ Comments
19. PA-9 PFHD Comments
20. PC-1 Kricki Comments
21. CC Staff Report
22. Testimony at the March 3, 2026 City Council public hearing:

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

Justin Sauder, Associate Planner

Mr. Sauder presented the Gaul Annexation, File No. ANNX-25-1, explaining that the property owners are Treva and Nolan Gaul and the applicant is Ace Solutions. He testified the request is for City

Council approval to annex approximately 7.76 acres into the City with an initial zoning designation of Residential Mixed (RM). He identified the site as four parcels at the southeast corner of Cecil Road and 16th Avenue and stated the property is presently outside city limits and therefore lacks a city zoning designation. He described surrounding development as largely large-lot single-family residences in the county to the north, south, and east, with R-1 zoning within the City to the west. He testified the site contains existing single-family homes and mobile homes and is located over the Rathdrum Prairie Aquifer.

Mr. Sauder further testified that water service would be provided by Ross Point Water District and wastewater would be served by the City. He stated the City has capacity to provide service at the requested density and zoning designation, and that existing septic systems would be required to be abandoned at the time of development. He testified Cecil Road and 16th Avenue are classified as major collector roadways and that additional rights-of-way and easements would be required as part of annexation, with road widening to occur at development.

Mr. Sauder testified the Future Land Use Map designates the subject property as medium density and that RM is an implementing zoning district for that designation. He explained that a mixed zone blending residential and limited commercial may be considered where traffic volumes are high and where design supports a pedestrian-friendly focal point for the surrounding neighborhood. He testified that the site is adjacent to medium density designated areas to the south and east and low density to the north and west and noted business/commercial designated properties further south along Cecil Road. He identified the area as part of the Central Island Focus Area and testified that a key challenge in that focus area is incorporating county islands into city limits.

Mr. Sauder testified that applicable Central Island Focus Area guidance includes promoting infill, prioritizing annexation opportunities, supporting pedestrian connectivity, and focusing commercial along arterial/collector streets where traffic exceeds 4,000 trips per day. He testified annexation may promote infill while maintaining general characteristics of nearby properties and may facilitate pedestrian connectivity through sidewalk improvements along Cecil and 16th at the time of development. He testified that both Cecil and 16th are major collectors with anticipated capacities between 4,000 and 12,000 trips per day. He referenced 2023 traffic counts showing Cecil exceeding 4,000 average daily trips and 16th exceeding 3,000 average daily trips, while noting the counts may have been affected by State Highway 41 construction, potentially skewing Cecil somewhat high and 16th somewhat low. He testified that model projections anticipate both roadways may carry between 4,000 and 6,000 trips per day by 2045, consistent with the roadway classification.

Mr. Sauder described a conceptual plan contained in the annexation agreement showing an intended development pattern with residential at an R2/RM-type density, featuring cottage-style housing, open space and roads, and a small neighborhood commercial component on the northwest corner. He testified the target residential density would be consistent with the medium density land use designation and with other single-family homes in the vicinity. He testified the limited commercial component was presented as a neighborhood commercial concept to provide convenient access to neighborhood-scale retail or services and to potentially benefit nearby churches and apartments within walking distance. He testified the development agreement specifies residential types in the main residential area as single-family attached or detached units, duplexes, or townhomes.

In response to prior Planning and Zoning Commission interest in the RM zone's commercial allowances, Mr. Sauder provided examples of RM-zone commercial uses and distinguished those allowed by right from those requiring a special use permit. He testified that examples of by-right neighborhood-scale uses include a neighborhood shopping center, a grocery store under 17,500 square feet, a convenience store without gas pumps, restaurants without drive-through service, a veterinary office, and mixed-use buildings. He testified certain uses, such as a general office building, a bar, or a church would require a special use permit. He also testified that the maximum building height in the RM zone is 45 feet and that commercial development is limited to 10% of the overall site. He testified this limitation constrains the scale and amount of commercial development and that

the conceptual plan's small corner commercial area depicts what would typically occur under the 10% limitation.

Mr. Sauder then addressed the Comprehensive Plan goals and policies discussed in relation to the proposal. He testified that the proposal is consistent with Goal 1, stating the RM zone can deliver attainable housing choices such as cottage homes and diversify the housing stock, supporting a balanced and resilient economy. He testified Policy 2 addresses considerations for applying a new zone, and he described infrastructure conditions including sanitary sewer located within approximately 300 to 600 feet of the eastern boundary at the intersection of 16th and Tanzanite and at Lapis Avenue and Cecil Road, with sewer flow discharging to the Third Avenue lift station, which he stated has capacity and conforms to the City's water reclamation master plan. He testified that Cecil and 16th are currently two-lane roads but would require widening to major collector configuration at development along the project frontage.

Mr. Sauder additionally testified the proposal is consistent with Goal 12, relating to maintaining the City's long-term fiscal health, because annexation can be an efficient measure providing housing closer to City infrastructure and services, and the neighborhood commercial component may add fiscal benefit through small business opportunities. He testified the proposal is consistent with policies encouraging infill development and annexation of county islands and noted the site is within a county island with services and infrastructure nearby and within one mile of commercial services along Highway 41 and Mullen Avenue. He testified that there were no identified demonstrable adverse impacts on the delivery of services at this time, and that agencies notified either remained neutral, indicated coordination would occur at development, had no comments, or had no facilities in the area.

Robert Palus, City Engineer:

Mr. Palus testified regarding the transportation master planning assumptions and the intended buildout roadway configuration. He stated that the current master plan and the master plan under development both show Cecil Road and 16th Avenue functioning as three-lane roadways by 2035 to handle projected volumes. He described the City's approach as incremental, whereby development installs "jigsaw puzzle pieces" of roadway improvements, and the full buildout standard is achieved as corridor development occurs. He testified that for this project frontage, the roadway would be widened to the major collector standard consisting of one lane in each direction with a center turn lane, and he clarified that a four-lane roadway would be an arterial rather than a major collector. He testified that the major collector standard may also include bicycle lanes and parking depending on engineering evaluation as growth occurs. He testified that the west side of Cecil Road has already built to a collector standard, though the standard has changed since early 2000s development, and that with this annexation's required dedication, the City would be able to achieve the current standard along the project frontage.

Nick Ebner, Applicant

Mr. Ebner testified that the Gaul property consists of four parcels in Kootenai County totaling just under eight acres and that the property is within a county island at Cecil and 16th. He testified that in the county the parcels are zoned to be high density and suburban depending on the lot, and he stated that under county allowances the existing mobile home unit count could potentially be increased substantially. He testified that the applicant is seeking annexation into the City to provide a different development outcome and identified Residential Mixed (RM) as a suitable transition between nearby R-1 and R-2 areas in the City.

Mr. Ebner testified the residential component would generally target an R-2 level of density and would be developed as cottage homes intended to provide smaller, lower-cost ownership opportunities without relying on higher density apartments or similar products. He referenced the City's housing needs analysis as discussed in the hearing and testified that the approach would help prioritize attainable single-family detached housing and potentially lower rents for seniors through smaller-unit

concepts. He testified that while RM allows multifamily, the applicant was not seeking multifamily development as part of the request.

Mr. Ebner testified the commercial component would not exceed 10% of the site, resulting in less than an acre of commercial area, and that intended uses are neighborhood-scale such as small retail, potentially daycare, or a gym. He testified that an office building would require a mixed-use configuration or would otherwise require a special use permit, and he testified that uses such as gas stations, department stores, and fast food are not part of the intended concept. He stated that while there are no tenants committed at this time, the goal would be neighborhood-oriented uses such as a bakery or ice cream store and potentially daycare.

Mr. Ebner described the conceptual circulation as having two access points, including an existing access at Banham Avenue and a second access likely to be created to the east. He testified the project would widen Cecil and 16th along the frontage, install sidewalks, and construct stormwater swales consistent with City design. He testified sewer service would be provided by the City and referenced nearby mains, and he testified water service would be provided by Ross Point, with mains available for extension to the site.

Treva Gaul, Property Owner:

Mrs. Gaul testified regarding her long-term connection to Post Falls, her ownership history in the area since the late 1990s, and her experience observing nearby growth and subdivision development. She testified that she and her family acquired property in the area, later purchased additional acreage, and ultimately purchased the trailer park in 2016. She testified that the property was zoned high density residential in the county and that she had been told the county allowance could be as high as 38 units per acre, which she stated was not the development outcome she wanted.

Mrs. Gaul testified that existing mobile homes on the property are old and that her intent is to remove them and redevelop the site in a way that improves the property's appearance and function. She testified she was excited about the cottage-home concept and described an intent to develop "little cottage style homes" on the portion of property remaining after dedications and infrastructure work. She testified that she intends to sell the homes to new families or to older residents downsizing from larger homes, rather than lease land. She testified that the limited commercial concept aligns with her own ideas for neighborhood-scale uses such as a bakery/coffee shop and potentially an ice cream store, and she discussed additional small-scale business ideas such as dog grooming. She testified she did not have "grandiose" building plans and that the goal is to create a clean, attractive corner commercial space that fits the neighborhood character and supports retirement income through leasing.

In discussion with Council, Mrs. Gaul indicated she did not object to limiting height to 35 feet rather than 45 feet and stated that two stories would be sufficient for her concept. She further testified she intended to remain involved with the commercial component as a landlord rather than immediately selling it.

The hearing was opened for public comment.

There were no public comments.

Public Testimony:

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

The Council considered testimony questioning whether introducing a neighborhood commercial component at this location is consistent with the surrounding pattern of primarily single-family residential development. The Council acknowledges that the RM zone permits a limited commercial component and that the Comprehensive Plan contemplates such mixed-use patterns along collector roadways where traffic volumes support neighborhood-scale services. While the Council recognizes that this configuration is less common in existing nearby development, it finds the proposal remains consistent with the Comprehensive Plan because: (1) the commercial component is limited to no more than 10% of the site; (2) it is located at the intersection of two collector roadways; and (3) the scale and type of uses are restricted to neighborhood-serving functions. These factors mitigate potential incompatibility and align the proposal with the intent of the Central Island Focus Area to encourage integrated, pedestrian-oriented infill development.

Therefore, the Council finds that the requested RM zoning is consistent with the Future Land Use Map and the Central Island Focus Area, as the property lies within the Central Island Focus Area, where the Comprehensive Plan encourages infill, annexation of county islands, pedestrian connectivity, and appropriately scaled commercial activity along collector corridors. The proposed mix of cottage-style housing and a limited neighborhood commercial area is consistent with the planning objectives and the surrounding transition of land uses.

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

Council considered the Comprehensive Plan goals and policies identified in the staff report, the zoning recommendation, and testimony, including Goals 1 and 12 (Fiscal Health) and Policies 2, 8, and 9, along with other relevant provisions relating to housing, infrastructure, and neighborhood development.

With respect to Goal 1, which promotes a balanced and resilient economy supported by a diverse housing stock, the Council finds that the proposal supports attainable housing by introducing smaller, cottage-style homes at a density consistent with the Medium Density Residential designation. Testimony from the applicant indicated an intent to provide ownership opportunities for smaller households and aging residents, rather than higher-density multifamily development. The Council finds this approach aligns with the Comprehensive Plan's emphasis on diversifying housing types and supporting workforce and attainable housing.

The Council also finds consistency with Goal 12, which emphasizes long-term fiscal health. The subject property is located within a county island with urban services nearby. Annexation and development at this location will allow the City to extend services more efficiently and in a coordinated manner, reducing long-term service inefficiencies and incorporating the property into the City's tax base. The Council finds that development in proximity to existing infrastructure is more fiscally responsible than continued county-level development at potentially higher intensities without coordinated municipal services.

In evaluating Policy 2, which requires consideration of compatibility, infrastructure, and traffic patterns, the Council specifically weighed concerns raised during deliberations. The property is surrounded by a mix of R-1 zoning to the west and large-lot residential uses in the County to the north, south, and east. The Council finds that the RM zone functions as a transitional designation between these land use patterns, particularly given the applicant's stated development concept at an approximate R-2 density.

The Council further considered the inclusion of a neighborhood commercial component and the range of uses permitted within the RM zone. Council discussion reflected some uncertainty regarding whether commercial uses at this location could negatively affect neighborhood character or introduce incompatible uses. The Council finds these concerns are mitigated by several factors in the record: the RM zone limits commercial uses to neighborhood-scale activities and restricts the total commercial area to a small portion of the site; certain more intensive or potentially incompatible uses require a special use permit, providing additional review and oversight; the commercial component is located at the intersection of two collector roadways, consistent with Comprehensive Plan guidance; and future development will be subject to additional site-specific review processes.

The Council also considered a discussion regarding building height and the potential for mixed-use structures. While RM zoning allows building heights up to 45 feet and a mix of residential and commercial uses, the Council notes that development standards, the annexation agreement, and future permitting processes provide mechanisms to address scale, design, and compatibility at the time of development. The Council finds that these regulatory controls, combined with the limited scale of commercial activity, reduce the risk of incompatibility with surrounding residential uses.

With respect to Policy 8, encouraging infill development, the Council finds the proposal advances this policy by redeveloping underutilized property within a county island surrounded by existing development. Annexation and zoning of the property will promote a more cohesive and integrated development pattern, including the extension of sidewalks and roadway improvements that enhance connectivity.

With respect to Policy 9, which encourages the annexation of county islands, the Council finds that the proposal implements this policy. The subject property is located within a county island with available infrastructure and proximity to existing City services. Annexation of the property will reduce jurisdictional fragmentation and support more coordinated planning and service delivery.

After weighing the evidence in the record, including both the benefits of housing diversity, infill development, and efficient service provision, and the concerns regarding compatibility and commercial uses, the Council finds that the proposal is consistent with the relevant goals and policies of the Comprehensive Plan. The Council further finds that any potential conflicts are adequately addressed by the limitations of the RM zone, the site's location, and the regulatory framework governing future development. So, this criterion is met.

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

The Council finds no demonstrable adverse impact on service delivery. Public agencies were notified and provided no objections or evidence indicating an inability to serve the property. Testimony from staff and the City Engineer established that sewer capacity is available and that roadway improvements will occur incrementally with development consistent with City standards.

The Council acknowledges that certain members raised concerns regarding traffic, infrastructure timing, and the potential effects of the neighborhood commercial component. However, the Council finds these concerns to be speculative and not supported by evidence in the record demonstrating a present or reasonably certain adverse impact. The applicable standard requires demonstrable impact, not potential or subjective concerns.

Based on the record, the Council concludes that the proposed zoning will not rise to the level of a "demonstrable adverse impact" under the code, and this criterion is met.

D. REASONED DECISION OF THE CITY COUNCIL.

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

_____ _____

Date Mayor

_____

Attest

NOTICE OF RIGHTS:

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

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

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Prairie Medical Zone Change Reasoned Decision (ZC-25-2)

ITEM AND RECOMMENDED ACTION:
This item is the final reasoned decision for the Prairie Medical Zone Change, which was approved by the city council following a public hearing on March 3, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

DISCUSSION:
On March 3, 2026 the city council held a public hearing to consider a request to rezone approximately 30.88 acres, located at the southeast corner of West Prairie Avenue and Highway 41, from Community Commercial Services (CCS) to Community Commercial Mixed (CCM). Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the zone change. Staff has prepared the attached reasoned decision for the city council's review. The city council may approve the reasoned decision as drafted or return the decision to legal staff to amend the decision to better reflect the council's deliberation following the hearing. If the council requests amendments to the reasoned decision, the motion returning the reasoned decision to staff should specifically include the requested changes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council heard the Prairie Medical Zone Change hearing on March 3, 2026.

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. 2026.04.24 CC RD Prairie Medical_ZC-25-2

Prairie Medical
File No. ZC-25-2
City Council
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Ben McGrann of OAC Services, Inc.

OWNER: Kootenai Health (North Idaho Healthcare Holdings, LLC)

LOCATION: Southeast corner of West Prairie Avenue and Highway 41

REQUEST: Rezone approximately 30.88-acres from Community Commercial Services (CCS) to Community Commercial Mixed (CCM)

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owner Authorization
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Planning and Zoning Commission Minutes
9. S-5 Signed Zoning Recommendation
10. S-6 Development Agreement
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 PFHD Comments
14. PA-4 Urban Renewal Comments
15. PA-5 Phillips 66 Comments
16. PA-6 DEQ Comments
17. CC Staff Report
18. Testimony at the March 3, 2026, City Council public hearing including:

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

Justin Sauder, Associate Planner

Mr. Sauder presented the staff report for the Prairie Medical Zone Change, File No. ZC-25-2. He explained that the property owner is Kootenai Health, representing North Idaho Healthcare Holdings, and the applicant is OAC Services, which requested rezoning of approximately 30.88 acres from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) to allow development of a medical campus, including a future hospital bed tower exceeding the 45-foot height

limit allowed in the existing CCS district. Mr. Sauder testified that the site is located at the southeast corner of Highway 41 and Prairie Avenue, is currently undeveloped, lies within the Rathdrum Prairie Aquifer, and would be served by Ross Point Water District and the City's wastewater system, both of which have capacity to serve the requested zoning. He further testified that the requested CCM zoning is an implementing zone for both the Commercial and Business Commercial future land use designations, is consistent with the 41 North Focus Area, and supports regional-scale medical services along major transportation corridors. Mr. Sauder also identified hoe the proposed zone change may be consistent with Comprehensive Plan Goal 1, Goal 7, Policy 2, Policy 8, and Policy 86, and stated that no demonstrable adverse impact upon the delivery of services had been identified by noticed agencies or through staff review. He also responded to Council questions regarding airport flight path concerns by stating that his review of the applicable airport planning document did not reveal any conflict with the requested height allowance.

Ben McGrann, OAC Services, Applicant

Mr. McGrann, representing OAC Services and North Idaho Healthcare Holdings on behalf of Kootenai Health and Multicare, provided testimony regarding the proposed development. He explained that the project is planned in phases, with the first phase consisting of an emergency department with 14 beds, an advanced imaging center, a connected lobby, and a medical office building, with anticipated completion in late 2027 or early 2028. He testified that later phases would include a hospital bed tower of approximately 250 beds, medical office buildings totaling about 300,000 square feet, and a parking structure, with the overall buildout occurring over approximately 10 to 15 years. Mr. McGrann stated the zone change is needed now because the project's master plan depends on the ability to build vertically, and without CCM zoning the intended square footage and campus layout could not be achieved. He further testified that greater building height would allow more efficient use of land, reduce site coverage, and preserve space for landscaping, walking trails, gardens, and healing spaces for patients and visitors. Mr. McGrann further testified that there would be no helicopter pad, that future design would include buffering and landscaping near adjacent residential areas, and that no residential uses are proposed on the site notwithstanding that CCM could otherwise allow some residential component.

The hearing was opened for public comment.

No public comment was received.

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

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Council considered concerns regarding the transition between the proposed CCM zoning and adjacent R-1 residential uses to the east. Testimony indicated that while CCM allows greater building height and intensity, the subject property is separated from residential uses by Zorros Road and will be subject to future site design, landscaping, and buffering requirements at the time of development. The Council further considered that the CCM designation is intended for higher-intensity uses along arterial corridors and that the subject property is located at the intersection of two principal arterials, distinguishing it from lower-intensity interior residential areas.

While some concern existed regarding intensity adjacent to residential zoning, the Council finds that the requested CCM zoning is consistent with the Future Land Use Map and the 41 North Focus

Area. The site carries Commercial and Business Commercial future land use designations, and CCM is an implementing zoning district for both designations. The Council further finds that the site's location at the intersection of Highway 41 and Prairie Avenue, both major transportation corridors, is consistent with the Focus Area's vision for a regional-scale commercial, mixed-use, and service-oriented district.

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

The Council considered Comprehensive Plan Goals 1 (Fiscal Health) and 7 (Land Use Diversity), as well as Policies 2, 8, and 86, and weighed both supporting and potentially conflicting considerations raised during deliberations.

In support of the request, testimony established that the proposed medical campus would create a significant employment center, expand access to medical services, and support long-term economic diversification consistent with Goals 1 and 7. The Council also considered testimony that vertical development enabled by CCM zoning would allow more efficient land use and support long-term fiscal sustainability.

The Council also considered concerns regarding compatibility with adjacent residential zoning and the timing of the requested zone change prior to construction of the hospital tower. Testimony from the applicant indicated that the master plan for the site is dependent on the increased height allowance, and that delaying the zone change would materially affect the project's feasibility and design. The Council further considered that the development agreement prohibits residential uses, thereby limiting one potential impact otherwise allowed under CCM zoning.

With respect to Policy 2, the Council evaluated infrastructure capacity, traffic patterns, and compatibility with surrounding uses. While traffic and intensity concerns were raised, the record demonstrates that the site is located on principal arterials designed to accommodate higher-intensity uses and that infrastructure planning anticipates such development.

After weighing these considerations, the Council finds the proposed CCM Zone consistent with the goals and policies found in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.

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

The Council considered potential increased demand on police services associated with hospital use, including anecdotal evidence that emergency departments may generate a higher volume of service calls. The Council finds that the discussion, while relevant, was not supported by project-specific data or agency analysis demonstrating a quantifiable or site-specific impact

In contrast, the record includes agency review and staff analysis indicating that the project can be served by necessary utilities and infrastructure. Water service will be provided by Ross Point Water District, and wastewater service will be provided by the City of Post Falls, which has indicated the capacity to serve the development. Sanitary sewer service would discharge to the 12th Avenue lift station. The site is served by Highway 41 and Prairie Avenue, both principal arterial roadways, with Prosper Avenue and Zorros Road classified as minor collectors. Agency notifications were completed and responses received. No agencies identified a demonstrable adverse impact on the delivery of public services.

Based upon the record before the Council, the proposed zoning district does not create a demonstrable adverse impact upon the delivery of public services.

D. REASONED DECISION OF THE CITY COUNCIL.

Based on the evidence presented during the public hearing, staff reports, and deliberations, the Council finds that the proposed zone change from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) zoning is consistent with the Post Falls Comprehensive Plan and applicable city code. The request satisfies all three zoning criteria and is approved subject to the submitted development agreement.

_____ _____

Date Mayor

_____

Attest

NOTICE OF RIGHTS:

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

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

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

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

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Justin Sauder, Associate Planner

SUBJECT: North Chase Place Annexation (ANNX-25-8)

ITEM AND RECOMMENDED ACTION:
This agenda item is a public hearing on a request to annex an approximately 4.98-acre parcel located at the southwest corner of North Chase Road and West Fisher Avenue and the related annexation agreement. The hearing also addresses a request to zone the parcel as Single-Family Residential (R-1). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the property and if the adopted zone change criteria have been met for the requested zoning designation.

DISCUSSION:
The applicant, is requesting the City Council annex an approximately 4.98 acre parcel, located at the southwest corner of North Chase Road and West Fisher Avenue, and zone the property as Single-Family Residential (R-1). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

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

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

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

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

On February 10, 2026, the Planning and Zoning Commission recommended assigning the Single-Family Residential (R1) zoning designation if City Council decides to approve the proposed annexation.

Next Steps:
After the hearing, staff will draft a final written decision based on the council's motion to approve or deny. The final decision will be returned to council in approximately 1.5 months for review and approval. If the annexation is approved, staff will direct the applicant to finalize the grants of easements and rights of way along with any changes to the annexation agreement. Those items will be returned to the council, along with the annexation ordinance, in approximately 3–6 months. However, under Municipal Code Section 18.20.090, the applicant has up to 1 year to return the signed documents to the

city.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

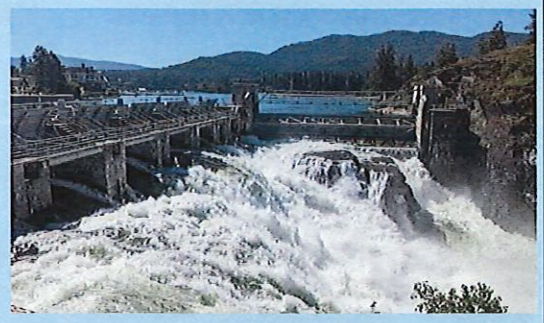
BUDGET CODE:
N/A

ATTACHMENTS:
1. North Chase Place Annexation (ANNX-25-8) CC Presentation
2. North Place Chase Annexation CC Staff Report (ANNX-25-8)
3. Exhibit PA-7 Phillips 66 Comments_North Chase Place ANNX-25-8
4. Exhibit PA-8 PFHD Comments_North Chase Place ANNX-25-8
5. Exhibit PA-9 ITD Comments_North Chase Place ANNX-25-8
6. Exhibit PA-10 DEQ Comments_North Chase Place File No. ANNX-25-8
7. Exhibit PC-2 Pratt Comments_North Chase Place ANNX-25-8

North Chase Place Annexation

ANNX-25-8

May 5, 2026



CITY OF POST FALLS

Justin Sauder – Associate Planner

1

OWNER: Donald Smock

APPLICANT: Van Houten Consulting

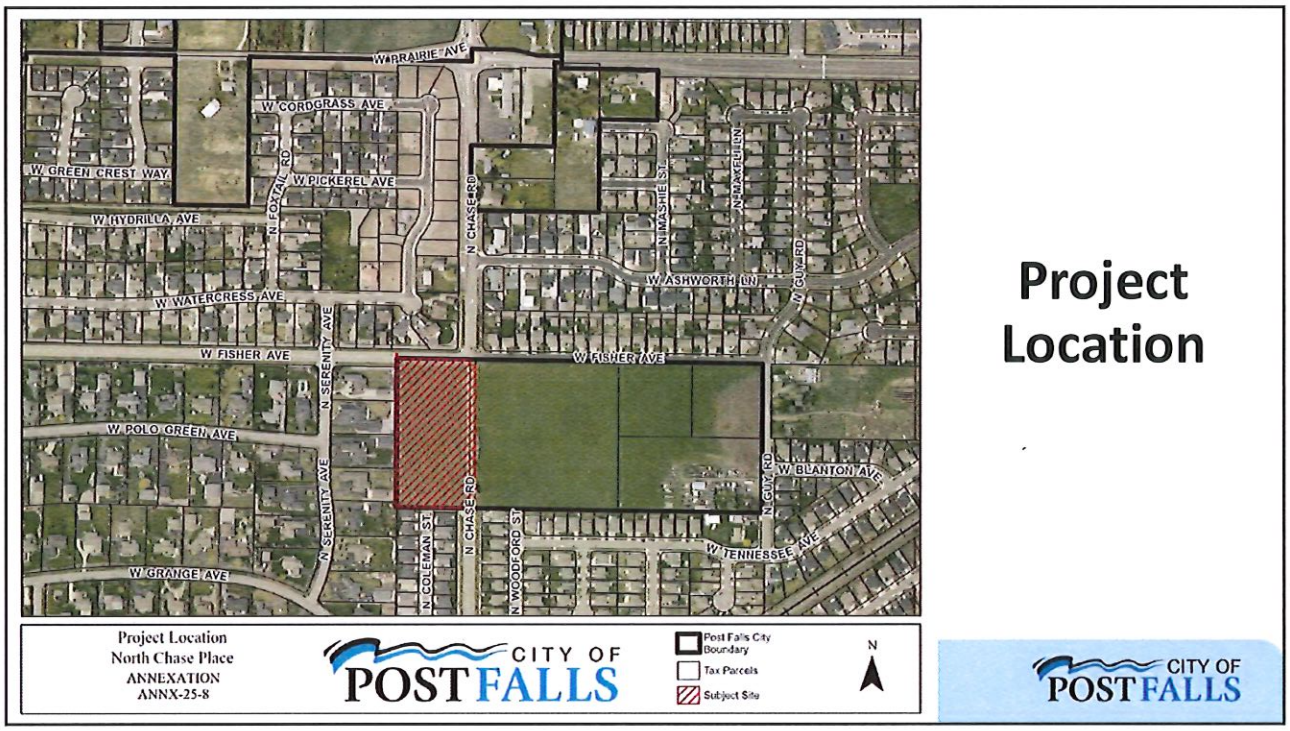
REQUESTED ACTIONS:

- **Annexation:** Applicant is requesting the City Council to approve a request to annex approximately 4.98-acres with Single-Family Residential (R1) zoning into the City of Post Falls

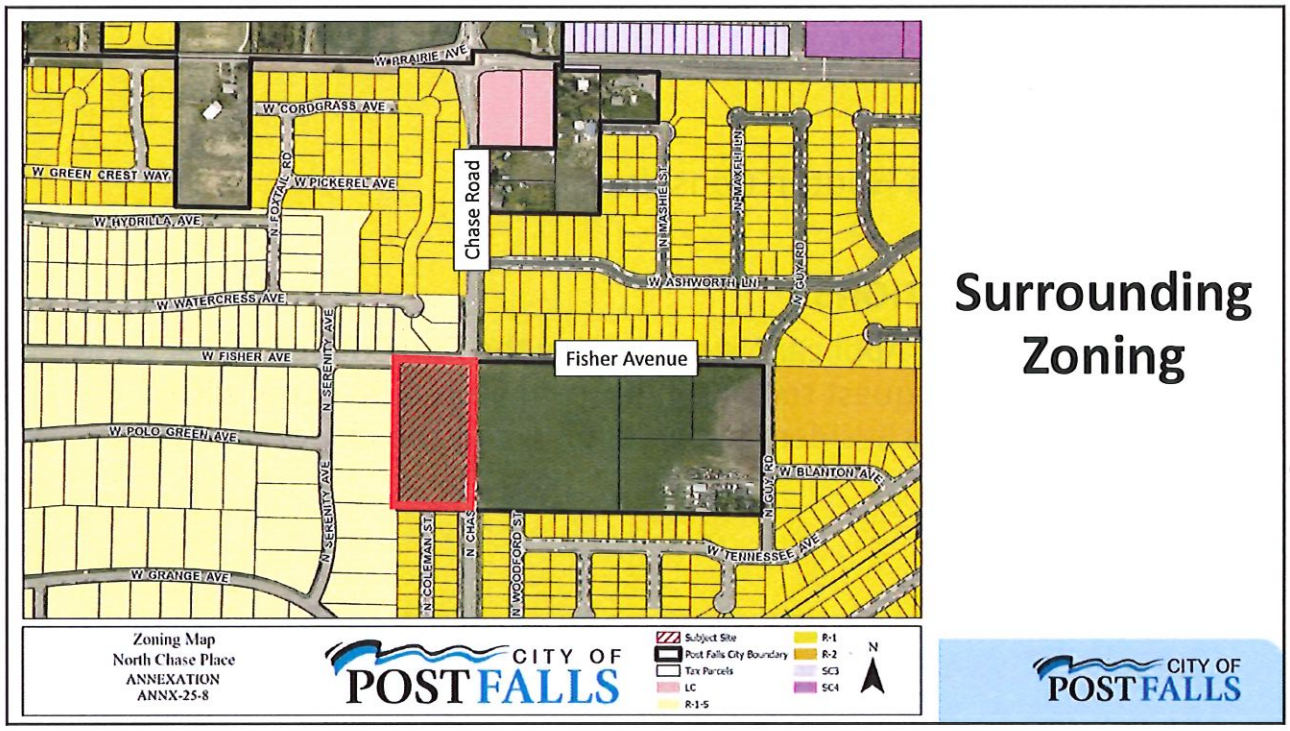
North Chase Place

CITY OF POST FALLS

2


W PRAIRIE AVE
W CORDGRASS AVE
W GREEN CREST WAY
W PICKEREL AVE
N FOXTAIL RD
W HYDRILLA AVE
N CHASE RD
N IMASHIE ST
N JAMESFU LN
N GUY RD
W ASHWORTH LN
W WATERCRESS AVE
N SERENITY AVE
W FISHER AVE
W POLO GREEN AVE
W BLANTON AVE
N COLEMAN ST
N WOODFORD ST
W TENNESSEE AVE
W GRANGE AVE
Project Location
North Chase Place
ANNEXATION
ANNX-25-8
CITY OF POST FALLS
Post Falls City Boundary
Tax Parcels
Subject Site
N
Project Location
CITY OF POST FALLS

3


W PRAIRIE AVE
W CORDGRASS AVE
W GREEN CREST WAY
W PICKEREL AVE
N FOXTAIL RD
Chase Road
W HYDRILLA AVE
N IMASHIE ST
N JAMESFU LN
N GUY RD
W ASHWORTH LN
W WATERCRESS AVE
N SERENITY AVE
W FISHER AVE
Fisher Avenue
W POLO GREEN AVE
W BLANTON AVE
N COLEMAN ST
N WOODFORD ST
W TENNESSEE AVE
W GRANGE AVE
Zoning Map
North Chase Place
ANNEXATION
ANNX-25-8
CITY OF POST FALLS
Subject Site
Post Falls City Boundary
Tax Parcels
LC
R-1-5
R-1
R-2
SC3
SC4
N
Surrounding Zoning
CITY OF POST FALLS

4

Land Use & Site

- The site is undeveloped
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- The City has the capacity to provide service and is willing to serve to the property at the requested density

Water

- East Greenacres Irrigation District

Traffic

- Chase Road is a minor arterial, Fisher Avenue is minor collector, and Coleman Street is a Local Residential Roadway
- Additional rights-of-way and easement would need to be provided as part of annexation

Additional Information

CITY OF POST FALLS

5

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

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

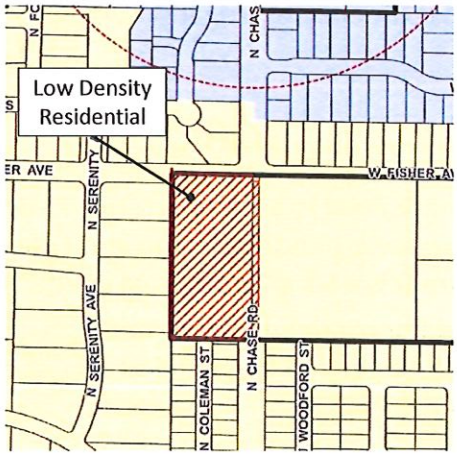
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Zone Change Review Criteria

CITY OF POST FALLS

6

Future Land Use Designation



Implementing Zoning District - Per Focus Area

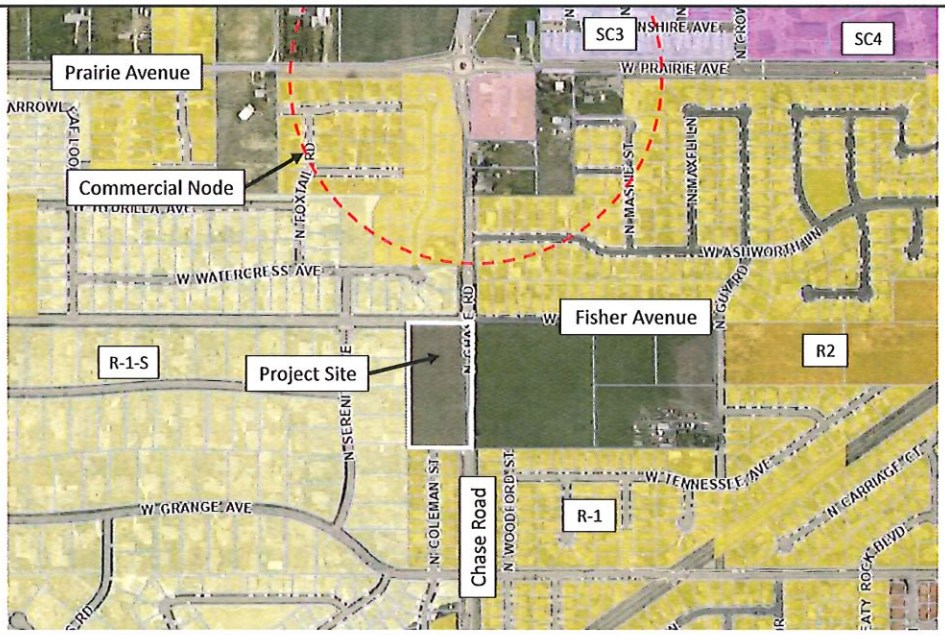
Central Prairie Focus Area



Future Land Use Designation/Focus Area

CITY OF POSTFALLS

7



Zoning/Surrounding Area

CITY OF POSTFALLS

8

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential *This category encompasses all types of singe-family residential uses up to 8 units per acre.*	Central Prairie Development trends in the Central Prairie have been focused on addressing single-family housing needs. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide greater emphasis on pedestrian friendly neighborhoods that connect to community trails and nearby amenities.	[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health	[P.02]: Apply or revise zoning designations with careful consideration of factors including: **Future land use mapping;** **Compatibility with surrounding land uses;** **Infrastructure and service plans;** **Existing and future traffic patterns;** **Goals and policies of the comprehensive plan, related master plan and/or facility plans.**

CITY OF POST FALLS

9

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Low Density Residential *This category encompasses all types of singe-family residential uses up to 8 units per acre.*	Central Prairie Development trends in the Central Prairie have been focused on addressing single-family housing needs. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide greater emphasis on pedestrian friendly neighborhoods that connect to community trails and nearby amenities.	[G.12]: Maintain the City of Post Fall's long-term fiscal health.	[P.8]: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits. [P.9] Encourage annexation of County "islands" within the City, with priority given to areas surrounded by incorporated areas and that have readily available service infrastructure and capacity.

CITY OF POST FALLS

10

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

Zone Change Review Criteria

CITY OF POST FALLS

11

- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Conoco Inc. (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Verizon
- Idaho Department of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Time Warner Cable
- PF Police Department
- Utilities
- Urban Renewal Agency
- Kootenai County Planning
- KMPO

Agencies Notified

CITY OF POST FALLS

12

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3 & PA-9] Idaho Transportation Department – No comment

[PA-4 & PA-7] Yellowstone Pipeline – No facilities within project site

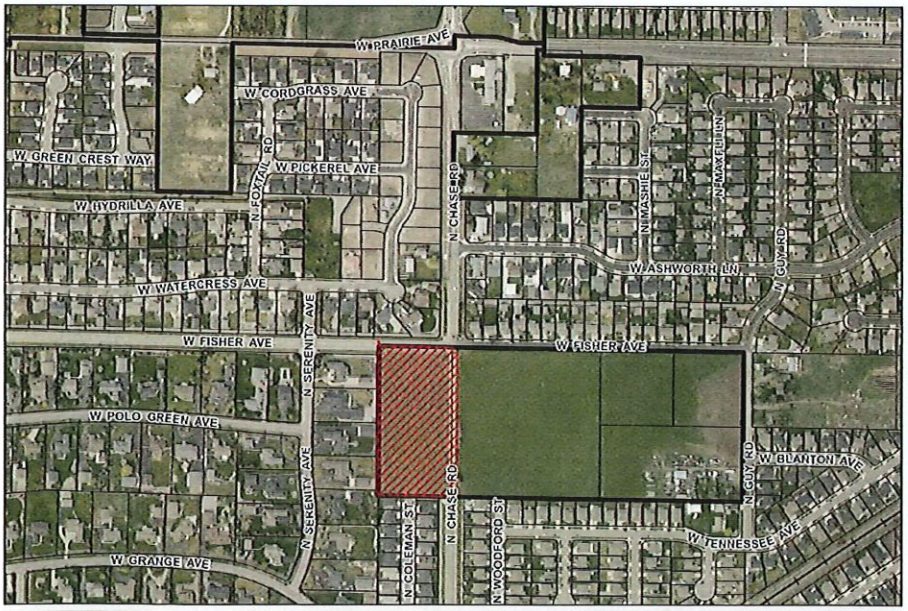
[PA-5] Department of Environmental Quality – No impacts

[PA-6 & PA-8] Post Falls Highway District – Annex all portions of right-of-way on Chase and Fisher, adjacent to parcel

Agency Comments

CITY OF POST FALLS

13



Project Location

CITY OF POST FALLS

14

CITY OF POST FALLS
STAFF REPORT

DATE: APRIL 17, 2026

TO: POST FALLS CITY COUNCIL

FROM: JUSTIN SAUDER, ASSOCIATE PLANNER • jsauder@postfalls.gov / 208-457-3336

SUBJECT: STAFF REPORT FOR THE MAY 5, 2026, CITY COUNCIL MEETING
NORTH CHASE PLACE ANNEXATION ANNX-25-8

INTRODUCTION:

The applicant is requesting approval to annex and subdivide approximately 4.98-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1) per Exhibit A-2. The City Council must conduct a public hearing to review the proposed zoning as part of the annexation proposal per the Legislative review criteria for annexations and the Quasi-Judicial Zone Change review criteria contained in Post Falls Municipal Code Section 18.20.100.

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

Annexation (Legislative)

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

Zone Change (Quasi-Judicial)

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

The Planning and Zoning Commission forwarded a recommendation of R1 on March 10, 2026.

PROJECT INFORMATION:

Project Name / File Number: North Place Chase Annexation File No. ANNX-25-8

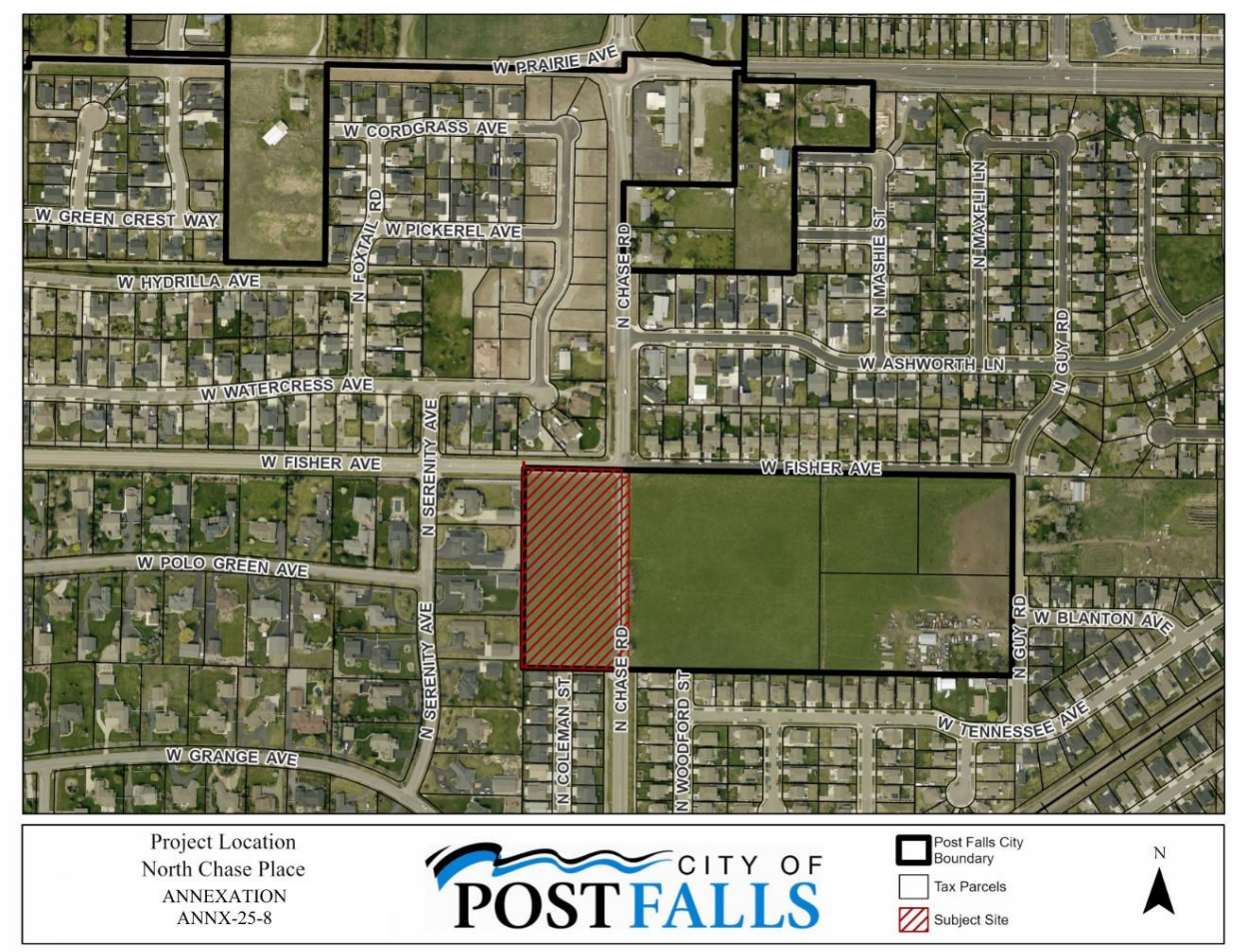
Project Description: Annex approximately 4.98-acres within the City of Post Falls with a zoning request of Single-Family Residential (R1).

Project Location: The property is located on the southwest corner of North Chase Road and West Fisher Avenue.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: To the north, south, and west are single-family homes within the City. To the east across North Chase Road is a vacant parcel within the county.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

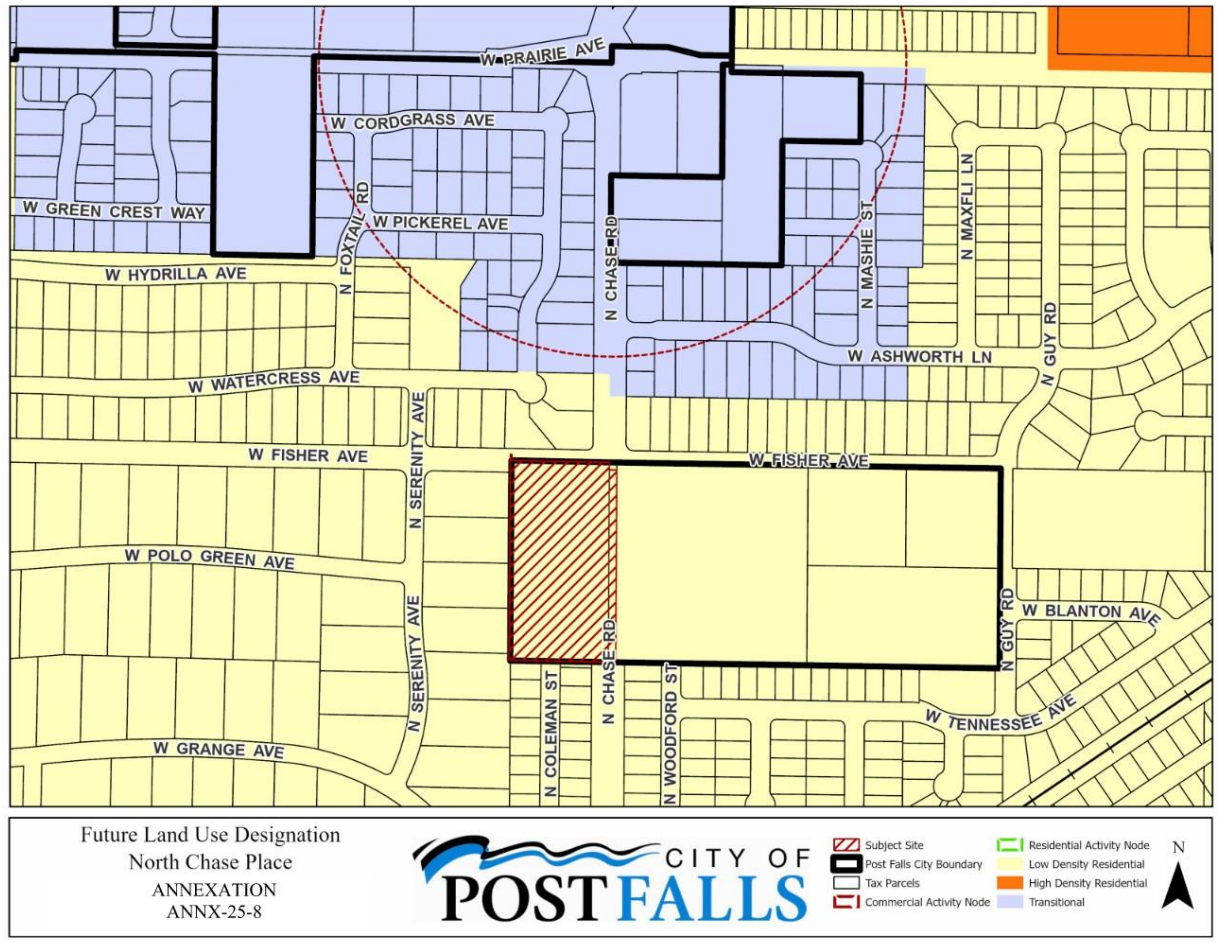
The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria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

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential** (See Following Image). This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street infrastructure capacities, planned development patterns and compatibility with existing development. Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher traffic volumes, and/or are located and designed to function as pedestrian friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

The subject site is adjacent to properties with a land use designation of low density residential to the north, east, south and west as depicted in the Future Land Use Map below. The R1 zone is an implementing zoning district per the Focus Area.



The proposed annexation is located within the Central Prairie Focus Area, which states the following:

To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and

provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development. The focus area provides guidance for this area stating that development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail.

The Focus Area also includes a key policy to help affirm and guide development by supporting provisions for a variety of housing types and densities.

> Staff Comment: The proposed Single-Family Residential (R1) zone is compatible with properties in the immediate vicinity to the north, south, and east which all contain single-family residences. The R1 zone would also be consistent with the Focus Area which talks about providing a variety of housing types and densities because the properties to the west and north are within the Single-Family Residential Suburban (R-1-S) zone, and the applicant is requesting an R1 zone designation.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments. The following goals may or may not assist with this zone change request.

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits. The R1 zone can deliver single-family homes, which make up the majority of the desired housing product in Post Falls. Annexing the subject property would allow for residential contributing to the economic diversity and long-term prosperity of the City.

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. A diverse set of policies have been included in the Comprehensive Plan to support this goal such as, encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

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

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future. Annexation of the property may contribute to the long-term fiscal health of the City by providing area for residential development, that will bring additional residents as they live, work, and spend money in the City.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

  Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

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

  Staff Comment: Additional housing may help further long-term fiscal health of the City through supporting both the Industrial and Commercial employment/commerce objectives. Increasing the housing stock may assist maintaining and expanding the employment base residing in Post Falls. Businesses are attracted to areas with an educated, skilled, and available workforce, which available housing has a synergetic role.

- Promote compatible, well-designed development.

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

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

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

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

- Future land use mapping.

  Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

  Staff Comment: The subject site is currently vacant but the proposed zoning of R1 may be compatible with the single-family homes to the north, west, and south.

- Infrastructure and service plans.

  Staff Comment: Water service for the property will be provided by the East Greenacres Irrigation District. Sanitary Sewer service would be provided by the City of Post Falls.

  An existing sanitary sewer connection is located on the south end of the property at the northern terminus of Coleman Street. This line can be extended northerly to service most of the property. The engineering representative for the applicant has indicated that sewer service to the northern most lots is questionable due to elevation conflicts relative to the City's design standards. The City of Post Falls will be installing a sanitary sewer main along Fisher Avenue during the summer of 2026 that would have a sufficient depth to provide service to the northern portions of the property in question. However, this sewer main cannot be connected to the City's sewer system until the Fisher Avenue lift station is reconstructed. Construction of a new Fisher Avenue lift station is scheduled for FY2027, resulting in access to the Fisher Avenue sewer main being limited until late 2027 or early 2028. The City of Post Falls has capacity and is

willing to provide sanitary sewer services to the entire property, subject to the elevation limitations for the northern portions of the property; as previously identified.

No existing structures or septic systems exist on the property. Existing sewer capacity is not a guarantee of future service.

- Existing and future traffic patterns.

  Staff Comment: The property is bounded by Fisher Avenue to the north and Chase Road to the east. Coleman Avenue connects to the property's southern boundary.

  Chase Road is classified as a Minor Arterial. With annexation the property would be required to dedicate additional rights-of-way and easements. The western rights-of-way line for Chase Road shall be located 55 feet from the Section Line in Chase Road and accompanied by a 15-foot-wide Sidewalk, Drainage and Utility Easement. Construction of frontage improvements for Chase Road would be required at the time of subdivision of the property. Current traffic volumes along Chase Road are less than 3,000 vehicles per day, 25% of the roadway's capacity of 12,000 trips per day. Development of this property at the requested zoning is in line with the assumptions of the current Transportation Master Plan (2017) and are not projected to have any adverse impacts to the transportation network, that are not already accounted for with collection of Transportation Impact Fees.

  Fisher Avenue is classified as a Minor Collector. With annexation the property would be required to dedicate additional rights-of-way and easements. The southern rights-of-way line for Fisher Avenue shall be located 80 feet from the existing northern rights-of-way line and accompanied by a 10-foot-wide Sidewalk, Drainage and Utility Easement. Construction of frontage improvements for Fisher Avenue would be required at the time of subdivision of the property. Current traffic volumes along Chase Road are estimated in the Transportation Model at under 2,000 vehicles per day, 20% of the roadway's capacity of 5,000 trips per day. Development of this property at the requested zoning is in line with the assumptions of the current Transportation Master Plan (2017) and are not projected to have any adverse impacts to the transportation network, that are not already accounted for with collection of Transportation Impact Fees.

  Coleman Street is classified as a Local Residential Roadway. No rights-of-way or easement dedications would be required with annexation of the property. Dedication of rights-of-way, easements and construction of frontage improvements for Coleman Street roadway improvements would be required at the time of subdivision of the property. Current traffic volumes along Coleman Street are estimated at 200 trips per day in line with Local Residential Roadway standards of under 2,500 vehicles per day. Development of this property at the requested zoning is in line with the assumptions of the current Transportation Master Plan (2017) and are not projected to have any adverse impacts to the transportation network, that are not already accounted for with collection of Transportation Impact Fees.

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

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

Policy 8: Encourage compatible infill development and redevelopment of vacant and

under-utilized properties within City limits.

Staff Comment: The subject property is a vacant site that is surrounded by property within the City to the north, south, and west and therefore would be considered infill. The R1 zone designation may be compatible with the nearby residential development.

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

- Surrounded by incorporated areas.

  Staff Comment: The subject site is surrounded by incorporated areas to the north, south, and west. The property directly to the east across North Chase Road is within the County. However, looking at the surrounding area, the subject site is one of five parcels that are completely surrounded by incorporated areas, and therefore is considered a county island.

- That have readily available service infrastructure and capacity;

  Staff Comment: Readily available sanitary sewer infrastructure is within Coleman Street. The City is extending sanitary sewer main along Fisher Avenue in 2026 and will be available to provide service to the northern portions of the property in late 2027 or early 2028. The downstream lift station has adequate capacity for the property at the requested zoning and in the proposed lot configuration, subject to the limitation of northern portions of the property as previously addressed.

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: Annexation of the subject site with the R1 zoning request would help provide land for future housing needs in an area projected to be incorporated into the city.

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

Staff Comment: Through annexation, the rights-of-way will be secured to provide the necessary land to widen Prairie Avenue in the near future.

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

Staff Comment: If the parcel is annexed into the City, a multiuse pathway would be required along Chase Road, at the time of site development. Sidewalks would be installed along Fisher Avenue and Coleman Street, connecting to existing subdivisions and improvements to the north, west and south.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: This policy is addressed in the staff comments for Policy 24 and Policy 26.

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

Staff Comment: Upon subdivision development, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and help to create further pedestrian connections through sidewalks and trails.

Policy 38: Plan new development to ensure provision of public services at current Levels of Service (LOS) or the LOS identified in City-adopted master plans.

Staff Comment: The proposed annexation conforms with the projections of both the Sanitary Sewer and Transportation Master Plans. Allowing for extension of sanitary sewer and widening of roadways.

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

- Studies that evaluate environmental and public service factors.

  Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the

request. The site is more than 1,000 feet from any known interstate pipelines. Interstate pipelines within 1,000 feet of a site would need to be shown and noted on any future platting of the property, per Idaho Code.

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

  Staff Comment: The property is substantially surrounded by the City of Post Falls boundary on three sides. Utilities are located adjacent to or will be constructed along the property boundary and capable of providing service to the property.

- Comprehensive plan goals and policies.

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

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

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

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

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through the subdivision review process.

Policy 106: Encourage cooperation between local water districts and the City, supporting planning for and provision of services concurrent with community needs.

Staff Comment: The proposed area is within the East Green Acres Irrigation District.

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

Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services

within the city" at this time.

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d'Alene Press
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
Union Pacific Rail Road		

PLANNING AND ZONING PUBLIC AGENCY COMMENTS:

- Exhibit PA-1 Post Falls School District – Remains Neutral
- Exhibit PA-2 Kootenai County Fire and Rescue – Will coordinate at the time of development
- Exhibit PA-3 Idaho Transportation Department – No comments
- Exhibit PA-4 Yellowstone Pipeline Company – No facilities within the area
- Exhibit PA-5 Department of Environmental Quality – No environmental impact comments
- Exhibit PA-6 Post Falls Highway District – Request City to annex all portions of right-of-way

PUBLIC PROCESS: Notice of the proposed zone change was mailed to property owners within 300 feet of the proposed project on April 15, 2026, and notice was sent to appropriate jurisdictions and published in the Coeur d'Alene Press on April 17, 2026. The property will be posted on April 24, 2025.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 4.98-acres and if the adopted zone change criteria would have been met for the zoning designation of Single-Family Residential (R1). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Dedication of rights-of-way along Chase Road, measured 55 feet from the existing Section Line in Chase Road.
2. Dedication of a Sidewalk, Drainage and Utility Easement along Chase Road, measured 15 feet in width.
3. Dedication of rights-of-way along Fisher Avenue, measured 80 feet from the existing Northern rights-of-way line for Fisher Avenue.
4. Dedication of a Sidewalk, Drainage and Utility Easement along Fisher Avenue, measured 10-feet in width.

Applicant Exhibits:

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Will Serve Letter
Exhibit A-4	Authorization Letter

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	P&Z Minutes
Exhibit S-5	P&Z Zoning Recommendation
Exhibit S-6	Annexation Agreement

Planning and Zoning Commission Agency Testimony

Exhibit PA-1	PFSD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	KCCD Comments
Exhibit PA-4	Phillips 66 Comments
Exhibit PA-5	DEQ Comments
Exhibit PA-6	PFHD Comments

City of Post Falls

January 23, 2026

Record No: ANNX-25-8

Annexation

Status: Active

Submitted On: 10/30/2025

Applicant

[redacted]

Application Information

Did an Annexation Pre-app take place?*

Yes

Applicant Type*

Engineer

Description of Project/Reason for Request*

Annex parcel and Right-of-Way for R-1 Subdivision.

Existing Zoning*

AG-Suburban

Adjacent Zoning*

R-1

Current Land Use*

None

Adjacent Land Use*

Residential

Proposed Zone*

R-1

Owner Information

Name*

[redacted]

Company

[redacted]

Phone*

[redacted]

Email*

[redacted]

Address*

[redacted]

City, State, Zip Code

[redacted]

Application Certification

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

☑

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. *

[redacted]

Oct 30, 2025

Project Narrative

Annexation of:

Parcel #51N05W-28-1880

Kootenai County, Idaho

Applicant:

[redacted]

Prepared by:

[redacted]

[redacted]

October 24th, 2025

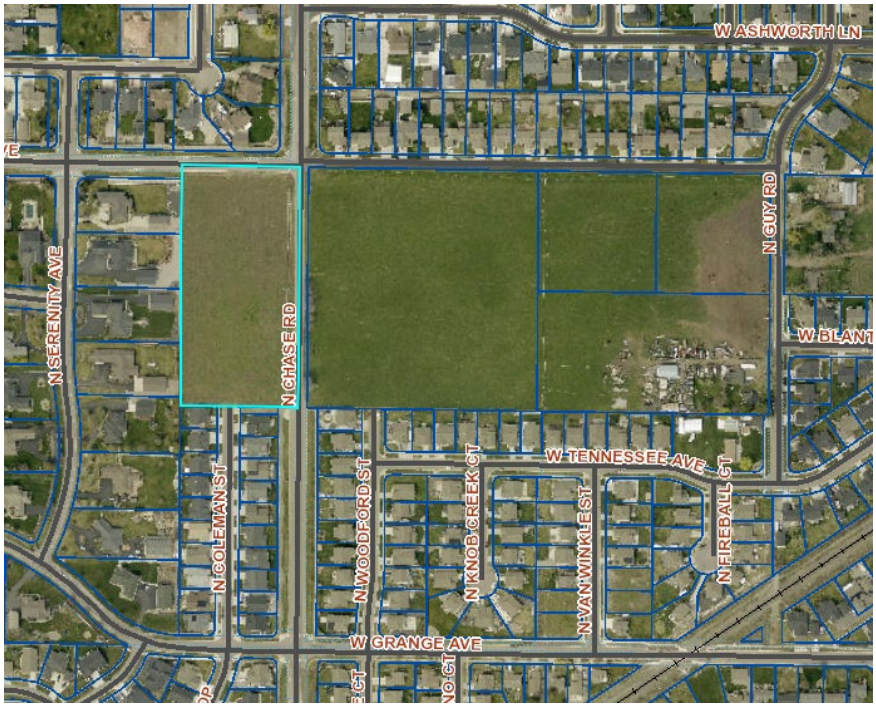
Project Narrative For
Parcel #51N05W-28-1880
ANNEXATION

Existing Conditions

This request for annexation is being made for a single parcel at the southwest corner of Chase Road and Fisher Ave. The subject property is completely undeveloped and does not have any existing structures. The parcel is approximately 4.98 acres and composed of nearly level terrain, typical of land on the Rathdrum Prairie.

The parcel lies in a small pocket of unincorporated land surrounded by North Chase Place to the south and Meadows 2nd Addition to the west. These existing communities have been developed in the City of Post Falls with a R-1 zoning designation.

The section of Chase Ave adjacent to the subject properties is classified as a Minor Arterial Road. Fisher Ave is a Minor collector. Coleman Street currently dead-ends into the south side of the subject parcel as a local residential Road.
East Greenacres Irrigation District is the water purveyor while the City of Post Falls has jurisdiction over sewer. Sewer connections and water mains are available in Fisher Ave and Coleman Street.



Existing Conditions Aerial Image



Looking west from Chase Road onto the property.



Looking north from the end of Coleman St along the southern parcel boundary.

Annexation Narrative

The primary objective of this R-1 annexation request is to increase available single-family residences by means of infill development. Lot density will not exceed that defined in the City's zoning code designation for R-1 at 6.7 lots/acre (based off 6,500 Sq. ft. minimum lot size).

The subject property is located in an undeveloped cluster of parcels surrounded by residential developments in the City of Post Falls on the north, south and west sides. The parcel is already benefited by the Post Falls Police Department, Emergency Services and School District and do not border any other city, making Post Falls the sole choice for annexation and development. An annexation map and legal description of the subject parcel have been prepared and stamped by a surveyor licensed in the State of Idaho.

Zoning

Kootenai County currently designates the subject parcel within the Ag-Suburban Zone. The request being made in this application is to designate the property as an R-1 single-family development. The R-1 designation is consistent with surrounding and adjacent developments that are already a part of the City of Post Falls. The development's alignment with City's Future Land Use Map, Focus Area and the goals and policies of the Comprehensive plan are discussed in the following sections.



Future Land Use Map (at right): Light yellow shading designates the area as "Low Density Residential". Other land uses in the vicinity are "transitional" (blue), "medium density" (peach) and "high density" (orange). R-1 is part of the Low-Density Land Use designation according to The Comprehensive Plan. The applicants do not wish to deviate from the density or housing type characterized by Low Density residential, which is "all types of single-family residential uses up to eight dwelling units per acre." The property is located along Chase Rd and is not expected to cause a significant increase in traffic on local residential roads.



Focus Area (at right): The subject parcel is within the "Central Prairie" Focus Area, which prioritizes single-family housing. The intention of this development is to continue the style of housing and density seen in the North Chase Place R-1 development to the south along Coleman Street.

2020 Comprehensive Plan Compatibility

The City of Post Fall's 2020 Comprehensive Plan was reviewed and referenced in the decision to make the R-1 zoning request. This infill area with direct access to a Minor Arterial Road presents an opportunity create an R-1 development that will increase single-family home inventory while still complying with the goals and policies of the Comprehensive Plan.

Consistency with the Goals and Policies of the Comprehensive Plan

i. This R-1 request was evaluated for compliance with the goals and policies found in Appendix B of the Comprehensive Plan and fits with those assigned the "Land Use" or "LU" designation. Specific goals and policies being met are:

- G-01 – Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.
  - The primary objective of this R-1 request is to provide housing in close proximity to places of employment. It provides a diverse population of citizens an opportunity for a good quality of life and the ability to work and reside in the same neighborhood.
- G-02 – Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.
  - The proposal will allow for infill development of single-family homes with minimal expansion of city infrastructure. These parcels have already been accounted for in the city's planned growth. The completion of Coleman Street will increase connectivity and access to the existing homes.
- G-03 – Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.
  - The new parcels will be single-family style infill development which this goal encourages.
- G-05 – Keep Post Falls' neighborhoods safe, vital, and attractive.
  - The applicants do not intend to build duplexes, twin homes or townhomes. Nor do they envision a rental community. Individual single-family residences will be put on the market increasing

housing inventory and availability to new or current residents. The completion of Coleman Street and the frontage along Chase will provide functional and aesthetic pedestrian corridors.

- G-06 – Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.
    - The residents of this infill development will use Chase Rd, a minor arterial road, for almost all vehicle trips generated. The new houses will not have a measurable increase of traffic to existing local residential roads and neighborhoods.
    - The completion of Coleman Street from Grange Ave to Ficher Ave will provide the current residents of North Chase Place with more options to access a Major Collector Road and thereby ease traffic on Grange Ave.
- G-07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.
    - Presently, there is a need for housing inventory in general. This proposal is intended to increase housing inventory and incorporate infill to existing neighborhoods.
- P.01 –Support land use patterns that: Maintain or enhance community levels of service; Foster the long-term fiscal health of the community; Maintain and enhance resident quality of life; Promote compatible, well-designed development; Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
    - The applicants' intention with this development is to extend and complete the existing neighborhood to the south, maintaining its look and overall design.
- P.02 – Apply or revise zoning designations with careful consideration of factors including: Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans.
    - Existing developments surrounding the subject parcel are all single-family housing. The applicants' vision is to provide the same style housing as in the adjacent developments within the R-1 zone.
    - The zoning designation does not impact traffic patterns as the completion of Coleman Street will increase the options residents have to access Chase Road and ease traffic along Grange Ave.
- P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

[redacted]

- The subject parcel will be an infill development of single-family homes, making it compatible with the Comprehensive Plan and the surrounding neighborhoods.

- P.09 - Encourage annexation of County "islands" within the City, with priority given to areas: Surrounded by incorporated areas; That have readily-available service infrastructure and capacity; That support increased development intensity near the urban core.
    - The subject parcel is within an infill island and have readily available service infrastructure.
- P.14 - Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.
    - This application seeks to demonstrate clear and firm compliance with all applicable statutes and ordinances.
- P.33 - Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.
    - The development will improve traffic patterns by enabling the completion of Coleman Street increasing options for access to Chase Road and easing traffic along Grange Ave.
- P.44 - Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.
    - The subject parcel is considered an infill development because it is surrounded by city infrastructure. Access to public roads and utilities are readily available at the subdivision's boundaries.
- P.45 - Guide annexation decisions guided by and considering: Master plans for water, sewer, transportation, parks, schools and emergency services; Provision of necessary rights-of-way and easements; Studies that evaluate environmental and public service factors; Timing that supports orderly development and/or coordinated extension of public services; Comprehensive plan goals and policies.
    - Annexation of the subject parcel into the R-1 zone brings a small pocket of county land into the city without conflict to any items of this policy and makes more homes available within the City. When viewing a map of the City boundary, it is hard to draw any conclusion other than this property should be incorporated into the City of Post Falls.

ii. Proper Zoning Assignment – The Comprehensive Plan lists R-1 zoning as part of the Low-Density Land Use designation. The land will be developed as detached single-family housing on lots of 6,500 square feet or larger.. This will increase housing availability to the market while still

complying with the goals and policies of the Comprehensive Plan, as demonstrated in the previous section. City infrastructure is readily available to support the R-1 zoning assignment with little impact on existing facilities.

iii. How this annexation benefits the City of Post Falls – Development of the subject property in the R-1 zone will provide infill development of single-family homes consistent with adjacent neighborhoods. Existing public utilities are available to serve the project. The development will increase available housing.

EAST GREENACRES IRRIGATION DISTRICT
2722 North McGuire Road Post Falls, Idaho 83854 • (208) 773-7579

November 24, 2025

[redacted]

RE: [redacted] – Chase & Fisher Subdivision, Conditional Conceptual Approval
Parcel Number: 51N05W-28-1880

Dear Mr. Kimball:

The Subject received conditional conceptual approval by the Board of Directors during our regular scheduled meeting held November 4, 2025. The project is located in Section 28, Township 51 N., Range 05 W., B.M. of Kootenai County, Idaho. The project is located within the boundary of EGID, and eligible to receive both Domestic and Irrigation water.

EGID is currently undergoing a facility plan, which may have a financial impact on the district's fee structure, including but not limited to the capitalization fees.

As of this conditional approval, we have the capacity, willingness and intent to serve the Subject 20 lot residential subdivision conditional upon final review, and acceptance of the project drawings.

The Subject does not require any modification to Reclamation's original Rathdrum Prairie Unit Water Project.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Ron Wilson
District Manager
ron@eastgreenacres.org

cc: Rob Palus – rpalus@postfalls.gov
[redacted]

Authorized Representative:
[redacted]

Re: Client Letter of Authorization

To Whom it May Concern,

I, William F Guy, herby authorize [redacted] to act on my behalf in all manners relating to the annexation of Parcel 51N05W-28-1880, including representation with the City of Post Falls, East Greenacres Irrigation District and all other applicable agencies. Any and all acts carried out by Van Houten Consulting and Design on our behalf shall have the same effect as acts of our own.

This authorization is valid until further notice from William F Guy Living Trust.

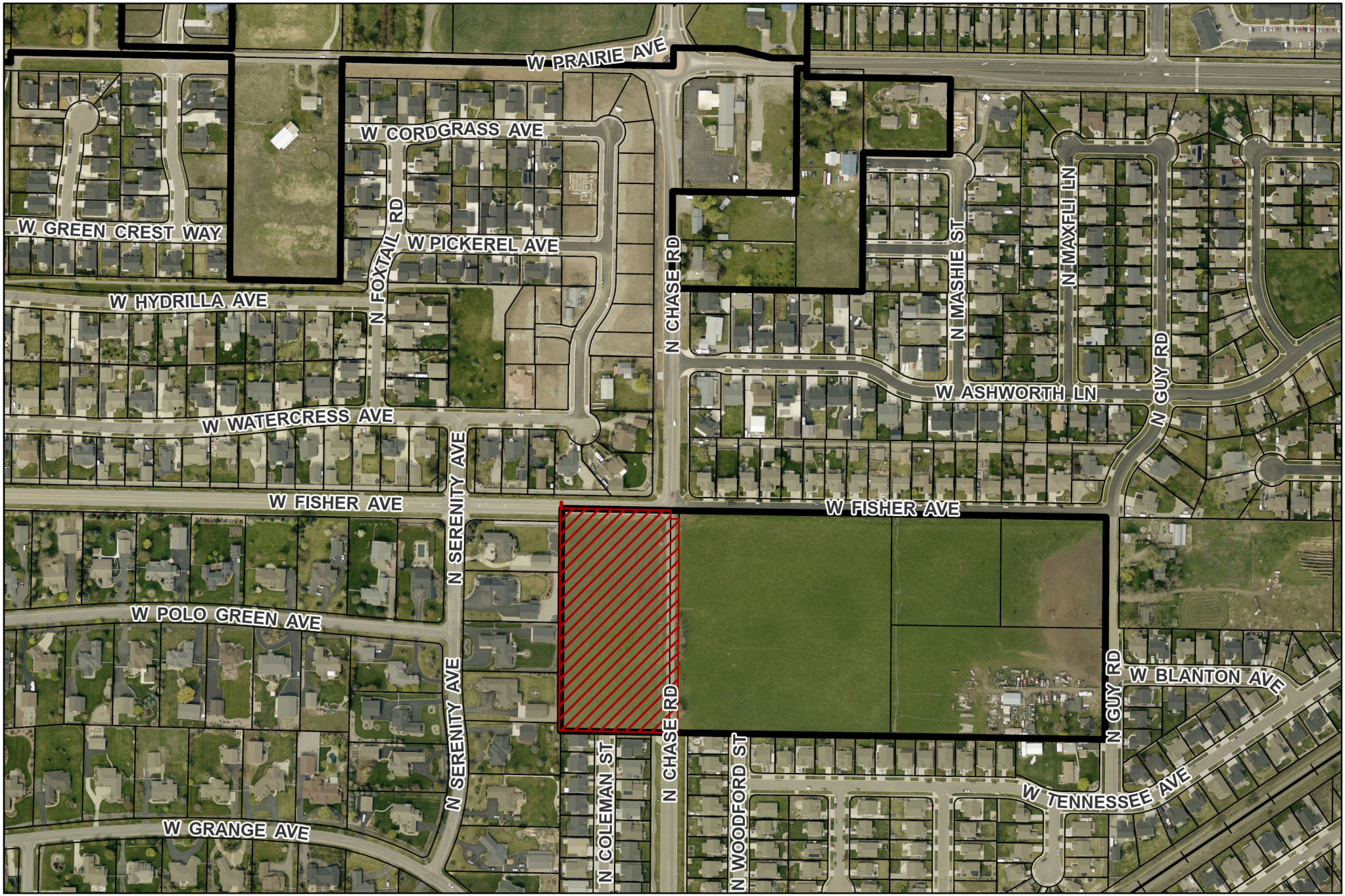
Sincerely,

William F Guy 10-20-25

Print Name: Date

Managing Member

[redacted]

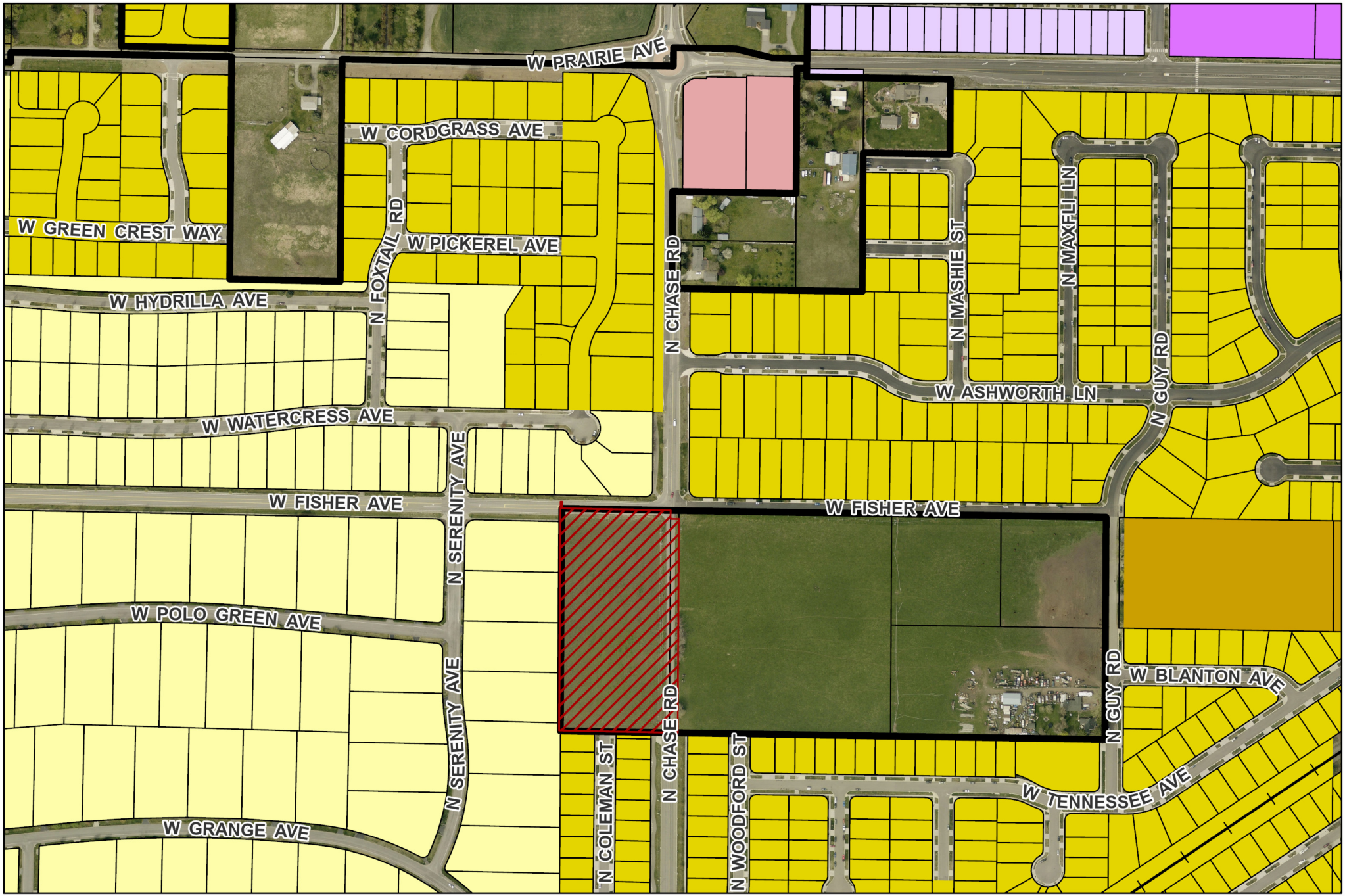


Project Location
North Chase Place
ANNEXATION
ANNX-25-8

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

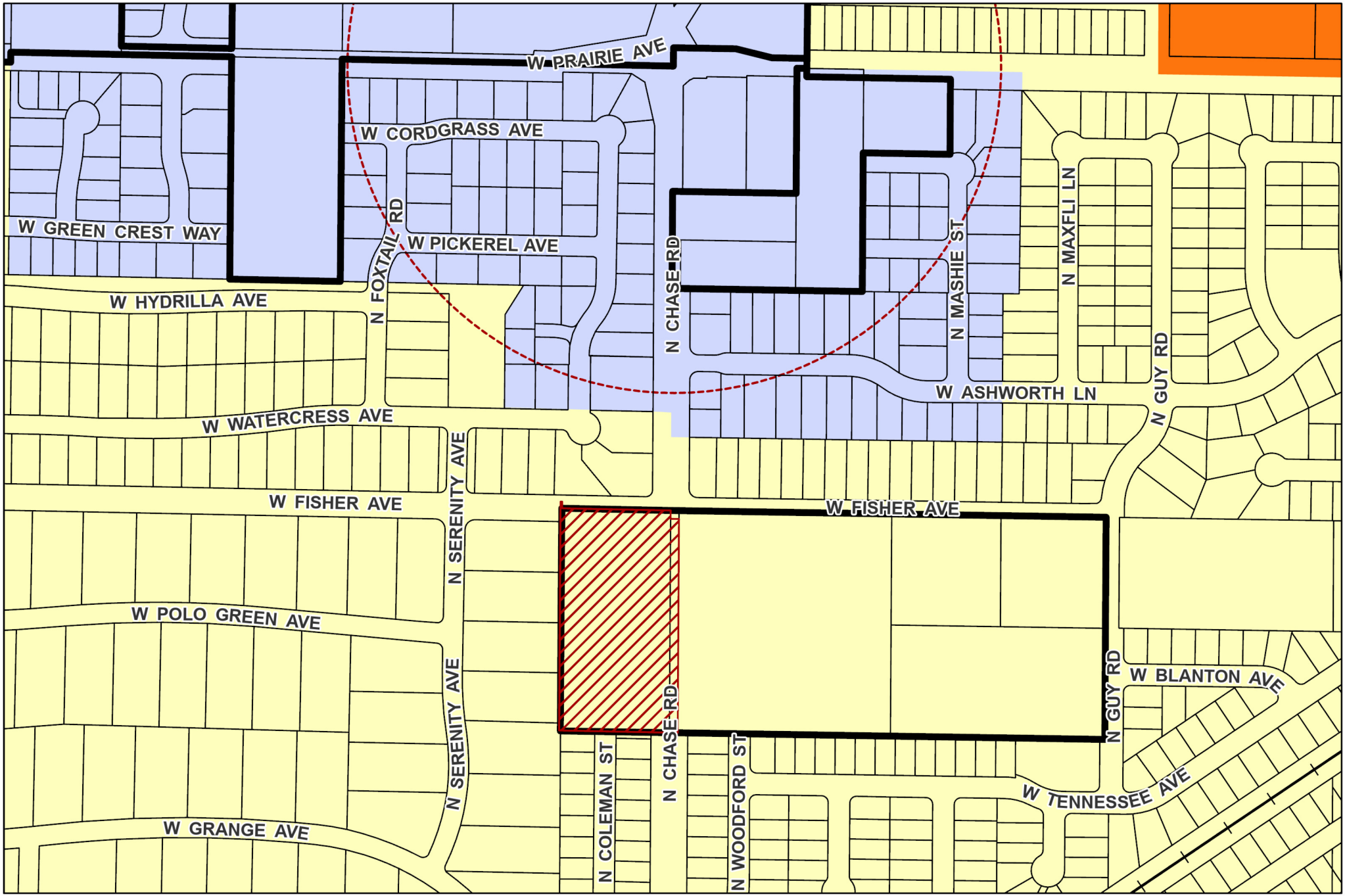


Zoning Map
North Chase Place
ANNEXATION
ANNX-25-8

CITY OF POST FALLS

Subject Site
Post Falls City Boundary
Tax Parcels
LC
R-1-S
R-1
R-2
SC3
SC4

N



Future Land Use Designation
North Chase Place
ANNEXATION
ANNX-25-8

CITY OF POST FALLS

Subject Site
Post Falls City Boundary
Tax Parcels
Commercial Activity Node
Residential Activity Node
Low Density Residential
High Density Residential
Transitional

N

CITY OF POST FALLS

PLANNING AND ZONING COMMISSION MEETING MINUTES

February 10, 2026 5:30 PM

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER
5:30 PM

PLEDGE OF ALLEGIANCE

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

Carey - Present, Steffensen - Present, Schlotthauer - Present, Schreiber - Present, Wilhelm - Present

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM
None

a. National Cream Cheese Brownie Day!

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

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

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

ACTION ITEMS:

a. Meeting Minutes 1/13/2026

b. Gaul Annexation Zoning Recommendation File No. ANNX-25-1

c. Prairie Medical Zoning Recommendation File No. ZC-25-2

Motion by Commissioner Kimball to approve the consent calendar as presented.
Second by Commissioner Schlotthauer

Vote:
Carey - Yes, Steffensen - Yes, Schlotthauer - Yes, Schreiber - Yes, Wilhelm - Yes
Motion Carried

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

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

ACTION ITEMS:

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

a. North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8

Public Hearing Opened: 5:34 PM
Staff Report

Justin Sauder, Associate Planner: Presented the request for annexation of approximately 4.9 acres located at the southwest corner of Chase Road and Fiser Avenue with a zoning recommendation of R1 (Single Family Residential), along with a 20-lot subdivision. The proposal is consistent with the Low Density Residential designation on the Future Land Use Map. Water service will be provided by East Green Acres Irrigation District and sewer by the City of Post Falls. Right-of-way dedication along Chase and Fiser will be required.

Robert Palus, City Engineer: Discussed sewer service elevation considerations, stormwater mitigation requirements, intersection visibility, and frontage improvement obligations. He clarified that emergency access between Coleman Street and Chase Road would be temporary and replaced by a pedestrian pathway per existing easement.

Applicant: [redacted]: On behalf of [redacted] requested annexation and R1 zoning consistent with surrounding development and the Future Land Use Map. Described the 20-lot subdivision extending Coleman Street through to Fisher Avenue. Confirmed lot sizes meet or exceed R1 minimum standards and density is approximately four units per acre, below the maximum allowed. Confirmed commitment to frontage improvements, sidewalk installation, stormwater management, and payment of required impact fees. Stated the development aligns with infill and annexation policies of the Comprehensive Plan.

Testimony

In Favor:
Donald Smock Jr., Coeur d'Alene, ID (not wishing to speak): Mr. Smock stated the development provides needed housing options.

Neutral:
Frank Pratt, Post Falls, ID HOA President: Mr. Pratt expressed concerns regarding extending Coleman Street and potential stormwater impacts.
Douglas Williams expressed concerns about traffic at Coleman and Grange intersections and suggested stop signs.

In Opposition:
Deb Saunders, Post Falls, ID HOA President (The Meadows): Ms Saunders expressed concerns regarding increased traffic and requested traffic impacts be forwarded to City Council.

Rebuttal

[redacted] responded to concerns regarding stormwater and traffic, stating development will comply with City standards and that traffic impacts from 20 lots are minimal. Confirmed HOA would maintain frontage landscaping and irrigation improvements.

Public Hearing Closed: 6:33 PM

Diliberation:
Commissioners discussed consistency with the Future Land Use Map, compatibility with surrounding single-family uses, annexation of a county island, and absence of adverse impacts to public services.

Annexation Review Criteria:

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

Commissioners found the proposed R1 zoning consistent with the Low Density Residential designation and compatible with surrounding single-family development.

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

Commissioners found the request consistent with annexation and infill policies supporting orderly growth within city limits.

3. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City?

Commissioners found no demonstrable adverse impacts to public services. Water and sewer services are available, and impact fees will be required.

Motion by Commissioner Schreiber to approve the North Place Chase Annexation File No. ANNX-25-8 with Single Family Residential (R1) zoning and direct staff to forward a zoning recommendation to City Council, including required right-of-way dedication and easements.
Second by Commissioner Kimball
Vote:
Schlotthauer - Yes, Wilhelm - Yes, Carey - Yes, Kimball - Yes, Schreiber - Yes, Steffensen - Yes
Motion Carried

Subdivision Review Criteria
1. Definite provision has been made for a water supply system that is adequate in terms of quantity and quality for the type of subdivision proposed.

Water service will be provided by East Green Acres Irrigation District and was found adequate.

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

City sewer service will be provided and elevation challenges addressed through design solutions.

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

Required frontage improvements and right-of-way dedication were discussed and found consistent with planning standards.

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

No hazardous soil or topographical concerns were identified in the transcript.

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

The proposed lots meet R1 zoning standards.

6. **The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community.**

Impact fees, frontage improvements, and required infrastructure improvements will be provided by the developer.

Subdivision Diliberation:
The Commission reviewed subdivision criteria including water supply, sewer capacity, transportation consistency, zoning compliance, and mitigation of off-site impacts.

Motion by Commissioner Schreiber to approve North Chase Place Subdivision File No. SUBD-25-8 subject to Conditions 1–14 in the staff report, with an amendment to Condition 12 requiring the HOA to establish a reserve account for capital repairs and replacements, and directing staff to prepare a written decision.

Second by Commissioner Kimball
Vote:
Steffensen - Yes, Schreiber - Yes, Kimball - Yes, Carey - Yes, Wilhelm - Yes, Schlotthauer - Yes
Motion Carried

b. Mullan Annexation File No. ANNX-25-7

Public Hearing Opened: 7:07 PM
Staff Report:
Justin Sauder, Associate Planner: presented the request for annexation of approximately 4.39 acres at 1609 and 1641 East Mullan Avenue with a zoning recommendation of Community Commercial Services (CCS). The site is designated Business Commercial on the Future Land Use Map. Sewer service will be provided by the City and water by Ross Point Water District. The proposal is consistent with Comprehensive Plan goals.

Applicant: Angie McPhee, on behalf of North Idaho Surgical Hospital Building (NISHB) Land Holdings LLC, stated the property will be marketed for commercial development consistent with surrounding uses.

Public Testimony - None

Rebuttal: None

Public Hearing Closed: 7:20 PM

Dilliberation:
Commissioners found the request consistent with the Future Land Use Map and Comprehensive Plan and identified no adverse impacts.
Review Criteria:
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The CCS zoning matches the Business Commercial designation.

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

Commissioners found the proposal consistent with commercial growth policies.

3. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City?

No adverse impacts were identified. Sewer and water services are available.

Motion by Commissioner Schreiber to approve
Second by Commissioner Kimball
Vote:
Wilhelm - Yes, Schlotthauer - Yes, Carey - Yes, Steffensen - Yes, Schreiber - Yes, Kimball - Yes
Motion Carried

c. Heaven View Annexation & Subdivision File Nos. ANNX-25-9 & SUBD-25-9

Public Hearing Opened: 7:24 PM

Staff Report:
Jon Manley, Planning Manager: Presented the request for annexation of approximately 41.12 acres with proposed R1 and R2 zoning and a 209-lot subdivision. The site is designated Transitional on the Future Land Use Map and located near the future Fennecus and Prairie intersection.

Robert Palus, City Engineer, discussed sewer capacity constraints in the Highway 41 corridor and recommended a condition requiring confirmation of adequate sewer capacity prior to site development. Roadway improvements, impact fees, and sewer surcharges were discussed.

Applicant: Brad Marshall, J-U-B Engineers, INC., appeared on behalf of the applicant team, representing Pro-Made Homes and the property owner, and requested approval of the Heaven View Annexation and Zoning and the associated preliminary subdivision. He testified that the applicant reviewed and agreed with the staff report, staff analysis, and recommended conditions of approval, including confirmation of adequate sewer capacity prior to development. He acknowledged the City's rationale for an updated sewer capacity review and agreed to a condition tying approval of certain lots to the successful vacation of a portion of the Fennecus right-of-way. Mr. Marshall described the project as approximately 41 acres with 209 residential lots, including 92 lots in R1 zoning and 117 lots in R2 zoning, with lot sizes exceeding minimum zoning requirements. He stated development would occur in phases over five to six years, depending on market conditions. He noted the property is within the City's Area of Impact and adjacent to existing development, including the Foxtail subdivision. Water service would be provided by Ross Point Water District, with the applicant pursuing annexation and transfer of water rights to ensure capacity. He explained that although on-site green space is limited, residents would join the Foxtail HOA and have access to HOA park facilities. He also stated the applicant is coordinating with adjacent developers on shared infrastructure, including extension of Fennicus Road. Mr. Marshall testified that the project would help address a shortage of affordable housing for local industries seeking to expand or relocate and outlined the types of housing proposed.

Paul Lavrentiev, Vice President Pro-Made Homes, provided background on the company and stated that Pro-Made focuses on quality and attainable housing, has been in business for over 25 years, and is establishing a presence in the Post Falls and North Idaho market.

Cole Henderson, J-U-B Engineers, Inc., testified regarding transportation and infrastructure elements, stating the project would construct internal street connections consistent with planned roadway connectivity, would improve the segment of Hope Avenue adjacent to the school with curb, gutter, and sidewalk to improve safety and circulation, and would loop and connect water distribution with neighboring development. The applicant team acknowledged the sewer capacity condition and indicated willingness to proceed consistent with the City's confirmation requirements.

Testimony
In-Favor: None
Neutral: None
Opposed: None
Rebuttal: None

Public Hearing Closed: 8:25 PM

Diliberation:
Commissioners discussed sewer capacity verification, right-of-way vacation contingency, park access coordination, and zoning consistency.

Annexation Review Criteria:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
The Commission finds the zoning consistent with the 41 North Focus Area. Higher-density R2 zoning is located near Prairie Avenue (a major corridor), with lower-density R1 zoning transitioning to existing nearby development, aligning with planned density transitions and neighborhood compatibility.

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

The proposal supports Comprehensive Plan goals for balanced growth, infrastructure coordination, diverse housing options, and pedestrian connectivity. The zoning layout considers surrounding land uses, infrastructure capacity, and long-term sustainability, and aligns with planned road improvements.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?
No adverse impacts on public services were identified. Water will be provided by Ross Point Water District, sewer capacity will be confirmed before development, and transportation improvements are coordinated with City plans. No agencies reported service deficiencies.

Motion by Commissioner Carey to approve Heaven View Annexation SUBD-25-9 subject to staff conditions, including confirmation of adequate sewer capacity, contingency of specific lots upon right-of-way vacation, and compliance with applicable impact fees and frontage improvements.Second by Commissioner Schreiber
Vote:
Schreiber — Yes, Kimball — Yes, Wilhelm — Yes, Schlotthauer — Yes, Steffensen — Yes, Carey — Yes. Motion Carried

Subdivision Review Criteria:
1. Definite provision has been made for a water supply system that is adequate in terms of quantity and quality for the type of subdivision proposed.

Water service will be provided consistent with City requirements.

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

Approval conditioned upon confirmation of adequate sewer capacity.

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

Prairie widening, Fennecus extension, and required improvements align with transportation planning.

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

No hazardous conditions were identified in the transcript.

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

The proposed R1 and R2 zoning aligns with the Transitional designation.

6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services.

Impact fees, frontage improvements, and sewer surcharges apply.

Motion by Commissioner Kimball to approve Heaven View Annexation SUBD-25-9 subject to staff conditions, including confirmation of adequate sewer capacity, contingency of specific lots upon right-of-way vacation, and compliance with applicable impact fees and frontage improvements.
Second by Commissioner Carey
Second by Commissioner
Vote:
Carey — Yes, Steffensen — Yes, Schlotthauer — Yes, Wilhelm — Yes, Kimball — Yes, Schreiber — Yes

Motion Carried

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT

8:45 PM

Date: 3/10/26 Chair: [signature]

Attest: Nancy Thurwachter

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

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

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Chris Schreiber, Ross Schlotthauer, Bobby Wilhelm

North Chase Place Annexation
File Nos. ANNX-25-8
Planning and Zoning Commission
Zoning Recommendation

A. INTRODUCTION:

APPLICANT: [redacted]

OWNER:

LOCATION: The property is located on the southwest corner of North Chase Road and West Fisher Avenue.

REQUEST: Zoning recommendation of Single Family Residential (R1) on approximately 4.98-acres

B. RECORD CREATED:

1. A-1a Annexation Application
2. A-1b Subdivision Application
3. A-2 Narrative
4. A-3 Preliminary Plat
5. A-4 Will Serve Letter
6. A-5 Authorization Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 ITD Comments
13. PA-4 Phillips 66 Comments
14. PC-1 North Place Chase HOA Comments
15. PZ Staff Report
16. Testimony at the February 10, 2026, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 10, 2026, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Justin Sauder, Associate Planner

Mr. Sauder presented the North Chase Place Annexation request and explained that the applicant is requesting the Planning and Zoning Commission forward a zoning recommendation to the City Council for a Single Family Residential (R-1) designation on approximately 4.98 acres as part of

an annexation into the City. He identified the property as located at the southwest corner of Chase Road and Fisher Avenue.

Mr. Sauder described the surrounding zoning and land use patterns, noting single-family residential zoning to the north and west (R1-S), R-1 zoning directly to the south along Coleman Street, and undeveloped farmland to the east. Mr. Sauder testified that the property is currently undeveloped and that the requested R-1 designation is consistent with the established single-family character of the area.

Mr. Sauder testified that the subject property is designated as Low Density Residential on the Future Land Use Map, which allows for single-family residential uses up to eight units per acre, and that R-1 is an implementing zone within that designation. He further noted the site is located within the Central Prairie Focus Area, where development trends have focused on addressing single-family housing needs while supporting a variety of housing types and densities.

Mr. Sauder testified that the request could be considered consistent with several comprehensive plan goals and policies, including Goal 1 related to supporting a balanced and resilient economy and Goal 12 related to maintaining long-term fiscal health, as well as policies 8 and 9 encouraging compatible infill development and annexation of county islands within city limits. He explained that zoning decisions also may consider infrastructure capacity, traffic context, and compatibility with surrounding land uses. He stated the city has adequate capacity and is willing to provide sanitary sewer service at the proposed R-1 density and that water service would be provided by East Greenacres Irrigation District.

Mr. Sauder also identified Chase Road as a minor arterial and Fisher Avenue as a minor collector and stated that annexation would require dedication of additional rights-of-way and related easements consistent with City standards. Mr. Sauder also cited that no demonstrable adverse impacts to the delivery of services by any political subdivision were identified.

Robert Palus, City Engineer:

Mr. Palus addressed questions by the Commission related to subdivision design standards, stormwater retention, access, traffic and roadways which were considered in the accompanying subdivision decision but were not responsive to the zoning recommendation criteria.

[redacted] **Applicant**

[redacted] presented on behalf of [redacted] He testified that R-1 is the most appropriate implementing zone given the surrounding pattern of established single-family residential development to the north, south, and west, and stated the request is consistent with the City's Low Density Residential Future Land Use designation and the Central Prairie Focus Area. The applicant emphasized that the requested R-1 zoning reflects the existing neighborhood character, represents a lower-density option within the allowable range under the Comprehensive Plan, and is compatible with adjacent residential zoning classifications.

Public Testimony:

In Favor:
Donald Smock Jr., Coeur d'Alene, ID (not wishing to speak): Stated that the neighborhood would provide additional and much-needed housing options for new homebuyers. He supported development of vacant property for single-family residences.

Taylor Funk, Coeur d'Alene, ID (not wishing to speak): In favor

Neutral:

Frank Pratt, Post Falls, ID (president of the North Chase Place Homeowners Association)**:** Expressed concerns regarding the opening of the emergency access connection and potential traffic impacts at the Coleman and Grange intersection. He also raised concerns about stormwater drainage and requested assurances that runoff from the new development would not impact existing swales.

Douglas Williams, Post Falls, ID: Stated that he initially believed the project would create a cul-de-sac at Fisher Avenue and appreciated clarification that Coleman would extend through. He expressed traffic safety concerns at the Coleman and Grange intersection and requested consideration of stop signs to improve safety.

Opposed:

Deb Saunders, Post Falls, ID: Ms. Saunders, representing the Meadows HOA, opposed the proposal due to existing traffic volumes on Grange Avenue and concerns that additional development would exacerbate traffic congestion and safety risks. She also raised concerns regarding future development of adjacent farmland and questioned long-term maintenance and irrigation responsibilities for new frontage improvements.

Rebuttal:

[redacted] responded that the proposal is required to meet City standards and mitigate stormwater so as not to increase or concentrate stormwater beyond existing conditions. If the existing subdivision's swales are overflowing despite being built to City standards, that issue should be addressed through that development rather than through a zoning decision. He characterized the traffic impacts from the proposed 20 lots as relatively negligible. He also stated that irrigation and maintenance of the swales along Chase and Fisher would be provided by the HOA of the new development.

Deliberations:

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

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of R-1 on approximately 4.98-acres. The Future Land Use Map designates this area as Low-Density Residential and R-1 is an implementing zone for that designation. The Central Prairie Focus Area emphasizes a variety of housing types and connecting neighborhoods to trails and amenities and the R-1 zone is compatible with the adjacent land uses.

As such, the Commission finds that the proposed R-1 zoning designation is consistent with the Future Land Use Map and Focus Area.

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

Based on the testimony provided and the staff report, the Commission finds the requested R-1 zoning to be consistent with the following goals and policies contained in the Comprehensive Plan:

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

The proposed zone and resulting development would allow for increasing single family residential properties and will contribute to the city's desired housing mix and long-term fiscal health.

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

The proposed zone will increase high quality services by its location adjacent to developed single family homes and facilitates the continuation of services, including streets and utilities through the area.

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

Dedication of additional rights-of-way at the time of annexation will continue rights-of-way acquisitions needed to accomplish goals within the Transportation Master Plan including the widening of Prairie Avenue.

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

The infrastructure improvements necessitated by the residential zoning will connect sidewalks and improve continuity between existing adjacent subdivisions.

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

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

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-25-8, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation and zone change was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Single Family Residential (R1) zoning on the approximate 4.98-acres annexation upon successful annexation of the property.

3/10/26
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
North Chase Place Annexation
(File No. ANNX-25-8)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and [redacted] with a principal place of business at [redacted]

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

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

WHEREAS, The Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as North Chase Place. A copy of the approved Reasoned Decision for the North Chase Place subdivision is attached hereto as Exhibit "B"; and

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.

1.2. Description of the Property: The Property is generally located at the southwest corner of Fisher Avenue and Chase Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

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

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

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

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

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

2.5 Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as binding provisions. As such, Owner specifically agrees to fulfill each condition of approval as if each condition were specifically enumerated in this Agreement.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or

capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

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

3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.

3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.

3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:

4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Fisher Avenue to include utilities, sidewalks, and storm drainage.

4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Fisher Avenue for a total right of way width of 80 feet measured from the existing northern right-of-way line for Fisher Avenue.

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

4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Chase Road for a total right of way width of 55-feet measured from the Section Line.

4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

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

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

5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any

applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

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

ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.

6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

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

6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

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

6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

[redacted]

By: _____
Randy Westlund, Mayor

By: [signature]
[redacted]

Attest:

_____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

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

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

(Stamp above)

State of IDAHO)
: ss
County of KOOTENAI)

This instrument was acknowledged before me on April 14th 2026 by [redacted] as the **Owner,** on behalf of whom the instrument was executed.

KATHRYN J RICE-JIMENEZ
COMMISSION # 20231461
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 03/24/2029

[signature]
Notary Public for the State of IDAHO
Residing at: CDA
Commission Expires: 3/24/2029

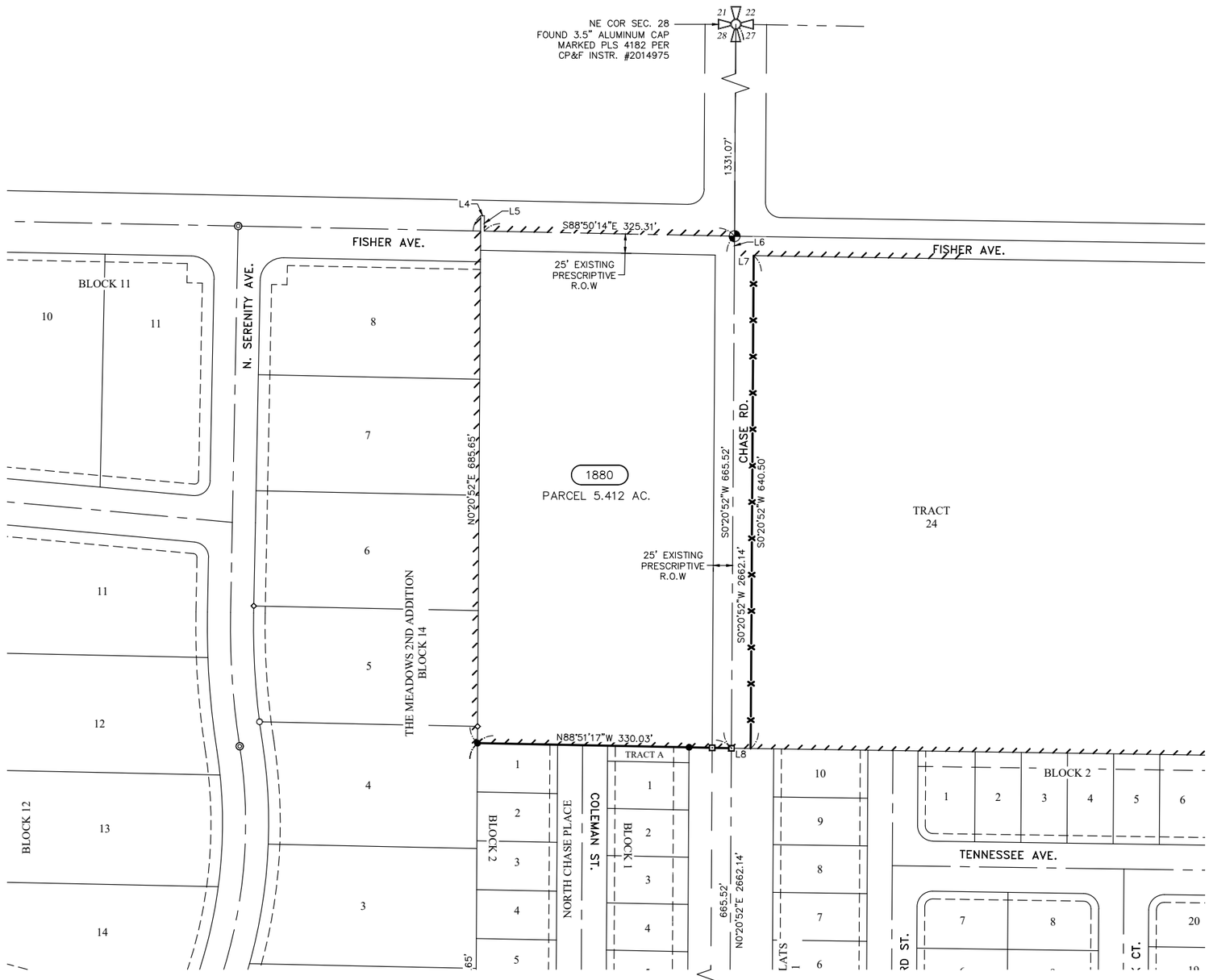
(Stamp above)

RECORD OF SURVEY

CITY OF POST FALLS ANNEXATION ORDINANCE #_____

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



H-Scale 1"= 100'

100' 50' 100' 200'

LEGEND

- FOUND 5/8" REBAR AND CAP MARKED PLS 5078, OR AS NOTED
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- FOUND 1/2" REBAR AND CAP MARKED PLS 5078, OR AS NOTED
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- FOUND 2" ALUMINUM CAP MARKED PLS 5078, OR AS NOTED
- SET 5/8" x 24" REBAR WITH 1-1/2" ALUMINUM CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- 1/16 SECTION CORNER AS NOTED
- (3) CENTER SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- R.O.W. RIGHT-OF-WAY
- EXISTING POST FALLS CITY BOUNDARY
- PROPOSED POST FALLS CITY BOUNDARY

REFERENCES

IN RECORDS OF KOOTENAI COUNTY, IDAHO:

R-1 PLAT OF THE MEADOWS 2ND ADDITION BY JAMES W. STILLINGER, PLS 5078. RECORDED IN BOOK J OF PLATS AT PAGES 105-105A, AS INSTRUMENT NO. 1914178.

R-2 PLAT OF THE MEADOWS 3RD ADDITION BY JAMES W. STILLINGER, PLS 5078. RECORDED IN BOOK J OF PLATS AT PAGES 294-294A, AS INSTRUMENT NO. 2015503.

R-3 RECORD OF SURVEY ANNEXATION ORDINANCE #1292, BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK 29 OF SURVEYS AT PAGE 73, AS INSTRUMENT NO. 2536631000.

R-4 PLAT OF WHISKEY FLATS, BY DAVID SCHUMANN, PLS 4182. RECORDED IN BOOK L OF PLATS AT PAGES 106-106A, AS INSTRUMENT NO. 2562438000.

R-5 PLAT OF NORTH CHASE PLACE, BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS AT PAGES 202, 202A AND 202B, AS INSTRUMENT NO. 2620214000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00006528. A CONVERGENCE ANGLE OF - 00°53'46" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE

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

____ DAY OF _____, 20 ___, AT _____ M.

AND DULY RECORDED IN BOOK ____ OF SURVEYS AT PAGE(S) _____

AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF JOHNSON SURVEYING.

_____ BY:_____
KOOTENAI COUNTY CLERK DEPUTY CLERK

FEE: _____

SURVEYOR'S CERTIFICATE

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

_____
CHAD J. JOHNSON PLS 9367 DATE

NOTES

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'08"E	55.00
L2	S1°22'52"W	15.00
L4	S88°50'14"E	4.72
L5	S0°20'31"W	20.00
L6	S0°20'52"W	25.00
L7	S89°06'41"E	25.00
L8	N89°09'36"W	25.00

E. 1/4 SEC. 28
FOUND 2.5" ALUMINUM CAP
MARKED PLS 4182 PER
CP&F INSTR. #2560591000

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

RECORD OF SURVEY - ANNEX. ORD. #_____
SE 1/4, NE 1/4 SECTION 28, TOWNSHIP 51 N., RANGE 5 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: SEPT., 2025	DRAFTED BY: CJJ	PLOT DATE: 10/2/2025	SHEET 1/1
FILE NAME: 25-172 ROS	CHECKED BY: CJJ	PROJECT No.: 25-172	

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

CITY OF POST FALLS
ANNEXATION DESCRIPTION

A PARCEL OF LAND BEING THE NORTH HALF OF THE EAST 330 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN. SAID PARCEL BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING: AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SAID SECTION 28 MARKED BY A FOUND 2 1/2" ALUMINUM CAP MARKED PLS 4182 CAP IN THE INTERSECTION OF CHASE ROAD AND GRANGE AVENUE PER CP&F INSTRUMENT NUMBER 2560591000, FROM WHICH THE NORTHEAST CORNER OF SECTION 28 BEARS NORTH 00°20'52" EAST A DISTANCE OF 2662.14 FEET SAID POINT BEING A FOUND 3 1/2" ALUMINUM CAP PLS 4182 CAP PER CP&F INSTRUMENT NUMBER 2014975. THENCE, ALONG SAID EAST LINE NORTH 00°20'52" EAST A DISTANCE OF 665.52 FEET AND THE EXISTING CITY LIMIT BOUNDARY OF THE CITY OF POST FALLS, IDAHO AND THE **TRUE POINT OF BEGINNING.**

THENCE, LEAVING SAID EAST LINE ALONG THE CITY OF POST FALLS CITY LIMIT BOUNDARY AND THE NORTH BOUNDARY OF THE PLAT OF NORTH CHASE PLACE, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK 'L' OF PLATS, PAGES 202- 202B, RECORDS OF KOOTENAI COUNTY, IDAHO, NORTH 88°51'17" WEST A DISTANCE OF 330.03 FEET TO A POINT ON THE EXISTING EAST BOUNDARY OF THE MEADOWS 2ND ADDITION BLOCK 14 LOT 4, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 'J' OF PLATS, PAGES 105- 105A, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE, ALONG THE EAST BOUNDARY OF SAID PLAT THE MEADOWS 2ND ADDITION BLOCK 14, NORTH 00°20'52" EAST A DISTANCE OF 685.65 FEET TO A POINT ON THE SOUTH LINE OF THE VACATED TRACT 80 PER THE PLAT NUMBER 4 GREENACRES IRRIGATION DISTRICT RECORDED IN BOOK "B" AT PAGE 55 RECORDS OF KOOTENAI COUNTY IDAHO;

THENCE, ALONG THE ORIGINAL PLATTED RIGHT OF WAY, SOUTH 88°50'14" EAST, 4.72 FEET;

THENCE, SOUTH 00°20'31" WEST, 20.00 FEET TO THE INTERSECTION WITH THE PLATTED CENTERLINE OF FISHER AVENUE;

THENCE, ALONG SAID CENTERLINE OF FISHER AVENUE, SOUTH 88°50'14" EAST, 325.31 FEET TO THE INTERSECTION WITH THE PLATTED CENTERLINE OF CHASE ROAD;

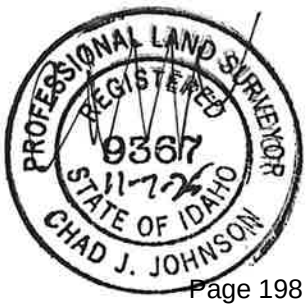
THENCE, ALONG THE EXISTING CENTER LINE OF CHASE ROAD, SOUTH 00°20'52" WEST, 25.00 FEET;

THENCE, SOUTH 89°06'41" EAST, 25.00 FEET TO THE PLATTED NORTHWEST CORNER OF TRACT 24 PER THE PLAT OF GREENACRES PLAT NUMBER 8 AS RECORDED IN BOOK "B" AT PAGE 85 RECORDS OF KOOTENAI COUNTY ON THE EXITING EAST RIGHT OF WAY OF CHASE ROAD;

THENCE, LEAVING SAID EXISTING CITY BOUNDARY ALONG THE PROPOSED CITY OF POST FALLS BOUNDARY, SOUTH 00°20'52" WEST, 640.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 24;

THENCE, NORTH 89°09'36" WEST, 25.00 FEET TO THE **TRUE POINT OF BEGINNING.**

OVERALL PARCEL CONTAINS 5.412 ACRES, MORE OR LESS.



North Chase Place 1st Addition Subdivision
File No. SUBD-25-8

Planning and Zoning Commission

Reasoned Decision

A. INTRODUCTION:

APPLICANT: [redacted]

OWNER:

LOCATION: Southwest corner of Chase Road and Fisher Avenue

REQUEST: To subdivide approximately 4.98-acres into a total of 20 lots within the Single Family Residential (R1) zone.

B. RECORD CREATED:

1. A-1a Annexation Application
2. A-1b Subdivision Application
3. A-2 Narrative
4. A-3 Preliminary Plat
5. A-4 Will Serve Letter
6. A-5 Authorization Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 ITD Comments
13. PA-4 Phillips 66 Comments
14. PC-1 North Place Chase HOA Comments
15. P&Z Staff Report
16. Testimony at the February 10, 2026, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 10, 2026, public hearing, the meeting was in-person and live-streamed on the city of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide 4.98-acres into 20 single family lots within the requested Single-Family Residential (R-1) zoning designation. The request is evaluated under the standards of PFMC § 17.12.060.

Justin Sauder, Associate Planner

Mr. Sauder presented the staff report for the subdivision request. The applicant proposed to subdivide approximately 4.98 acres into twenty (20) single-family residential lots. The subject property is located at the southwest corner of Chase Road and Fisher Avenue and is currently undeveloped. The proposed subdivision extends Coleman Street northward to Fisher Avenue, creating a secondary point of access and eliminating the need for the existing emergency access between Coleman Street and Chase Road.

Mr. Sauder testified that water service would be provided by East Greenacres Irrigation District, which issued a will-serve letter. Sanitary sewer service would be provided by the City of Post Falls. Although initial elevation concerns were identified for the northernmost lots, subsequent coordination between the applicant's engineer and the City Engineering Department resulted in grading adjustments allowing all lots to be served by gravity flow to the existing sewer stub at the terminus of Coleman Street. Mr. Sauder testified the site is surrounded by low-density residential designations, and is bordered generally by R-1 and R-1-S residential zoning within the City.

The subdivision layout mirrors the adjoining subdivision to the south, also consisting of twenty (20) lots. The proposal includes required frontage improvements along Chase Road and Fisher Avenue, including additional rights-of-way dedication and pedestrian facilities. The removal of the emergency access onto Chase Road and replacement with an eight-foot pedestrian connection was identified as part of the development requirements.

Mr. Sauder testified that no soil or topographical hazards were identified on the site, and the property is not within 1,000 feet of an interstate gas pipeline. Impact fees will be assessed at the time of building permit issuance to mitigate off-site impacts to parks, streets, public safety, EMS, and fire services. Notified agencies either expressed no objection or indicated coordination would occur at the time of development.

Robert Palus, City Engineer testified regarding the prior emergency access tract associated with the subdivision to the south and stated that, at the time of that platting, a public access and walkway easement was established so that, when Coleman Street ultimately extended north, a pathway would be constructed through that location. The City Engineer testified that the developer for the current proposal would be responsible for removal of the Chase Road concrete approach and installation of the pedestrian access. In response to questions about neighborhood traffic safety and requests for stop signs near the Coleman and Grange intersection Mr. Palus testified that the City evaluates sight visibility, design standards, and collision history when determining traffic control, noted low collision history in the area, and stated the City would reassess after development if future conditions warranted additional controls. Mr. Palus also testified that stormwater for the new subdivision must be mitigated such that post-development runoff is not increased or concentrated beyond existing limits.

[redacted] **Applicant**

[redacted] testified in support of the subdivision. He explained that the proposal was designed to replicate the existing adjacent North Chase Place subdivision pattern, creating ten lots on each side of the Coleman Street extension. The lots will exceed the minimum R-1 lot size requirements and result in a density of approximately four units per acre.

[redacted] confirmed that Coleman Street was intended to extend north to Fisher Avenue, assumptions when the southern subdivision was platted. Mr. Van Houten explained that grading adjustments were incorporated to ensure gravity sewer service to all lots was available without reliance on the future Fisher Avenue sewer improvements. He further confirmed that all roadway improvements would comply with City standards, without deviation requests, including curb, sidewalk, swales, and multi-use path improvements along Chase Road.

The hearing was opened for public comment.

In Favor:
Donald Smock Jr., Coeur d'Alene, ID: Mr. Smock testified that the subdivision would provide additional and much-needed housing options for new homebuyers in the community.

Neutral:

Frank Pratt, Post Falls, ID: Mr. Pratt, President of the North Chase Place Homeowners Association, expressed concern regarding increased traffic at the Coleman and Grange intersection and potential drainage impacts to the existing subdivision. He also raised questions regarding the emergency access tract ownership and requested assurance that runoff would not enter the southern subdivision swales.

Douglas Williams, Post Falls, ID: Mr. Williams stated he supported development of the property but raised traffic safety concerns at Coleman and Grange. He suggested consideration of stop signs to improve safety and reduce potential conflicts.

Opposed:
Deb Saunders, Post Falls, ID: Ms. Saunders, representing the Meadows HOA, opposed the subdivision due to concerns about increased traffic on Grange Avenue, absence of stop signs at nearby intersections, and potential cumulative traffic impacts from additional development in the area. She also inquired about long-term maintenance responsibility for stormwater facilities along Fisher Avenue.

Rebuttal:
Mr. Van Houten and City Engineer Robert Palus responded to Commission concerns by explaining that traffic studies and collision history data did not indicate unsafe conditions warranting stop signs. The Engineering Division confirmed that residential intersections typically would not require stop control unless collision patterns justify installation. The City confirmed that a public pedestrian restriction exists within the emergency access tract, allowing conversion to a pedestrian pathway upon the extension of Coleman Street.

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

C. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Based on the testimony supplied and the staff report, the Commission finds that East Greenacres Irrigation District issued a will-serve letter confirming availability of water service. No deficiencies were identified.

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

The Commission finds that the City of Post Falls has adequate sewer capacity to serve the subdivision. Although initial elevation concerns were identified, testimony from the City Engineer confirmed that grading adjustments will allow gravity service to all lots. The Commission finds this criterion satisfied.

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

The Commission finds the subdivision and proposed internal street is consistent with the city's transportation plan. The extension of Coleman Street improves connectivity and eliminates the need for the existing temporary emergency access. Frontage improvements along Chase Road and Fisher Avenue, including right-of-way dedication and pedestrian facilities, are required and consistent with City standards. While public testimony raised

concerns regarding increased traffic and the necessity of stop signs, engineering analysis demonstrated low collision history and adequate sight distance In weighing the testimony the Commission found the proposed streets to be consistent with city standards and this criterion satisfied.

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

The Commission finds that no hazardous soil or topographical conditions were identified. Stormwater will be retained on-site and designed to prevent adverse impacts to adjacent properties. The site is not within 1,000 feet of an interstate gas pipeline and there was no evidence presenting a condition which would prevent the development of the property as proposed.

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

The Commission finds that upon annexation and zoning designation of R-1, single-family detached homes are permitted. The proposed lot sizes meet or exceed minimum dimensional standards. The subdivision layout conforms to Titles 17 and 18 of the Post Falls Municipal Code.

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

The Commission finds that impact fees will be assessed at the time of building permit issuance to mitigate off-site impacts to parks, public safety, streets, EMS, and fire services.

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

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-14 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision must be completed in a single phase.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Fisher Avenue shall be designed and constructed as a 44-foot wide Minor Collector Roadway.
6. Chase Road shall be designed and constructed as a Minor Arterial Roadway, matching the roadway configuration that exists to the south in the subdivision of North Chase Place.
7. Coleman Street shall be designed and constructed as a Local Residential Roadway, 32-foot width.
8. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction.

Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

9. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. No exceptions were requested with the application.
10. Direct access to or from residential lots with Fisher Avenue and/or Chase Road shall be prohibited on the face of the plat.
11. The "emergency only" access on Tract "A" of the adjoining North Chase Place Subdivision shall be removed and replaced with a 6-foot concrete sidewalk or 10-foot asphalt pathway.
12. A Homeowners Association shall be formed and responsible for landscaping, irrigation and maintenance of the common rights-of-way frontages along Fisher Avenue and Chase Road. Maintenance includes the removal of snow from sidewalks, paths and trails. The Homeowners Association will establish a reserve account for capital reserves and replacement.
13. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
14. If lot elevations for the northern portions of the subdivision cannot be adjusted to meet City's Design Standards for sewer service from the south, in Colemen Street, sewer shall be designed to connect to the City's sewer project in Fisher Avenue (FY2026). Building permits for lots serviced by the Fisher Sewer Main shall not be issued until reconstruction of the Fisher Lift Station is completed (estimated late FY2027).

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

Not applicable.

E. CONCLUSION

SUBD-25-8: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein and conditioned upon approval by City Council of the annexation and zoning request to the R-1 zoning designation.

Approved by the Planning and Zoning Commission on _____

3/10/26
Date

Chairman

Attest

NOTICE OF RIGHTS:

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

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

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

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

POST FALLS
SCHOOL DISTRICT #273

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

September 15, 2025

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

Dear Bob,

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

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

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

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

The enrollment status and capacity of each school for the 2025-2026 school year are listed below.

The district will review/revise the current long-range facility plan during the 2027-2028 school year. A copy of the current plan is included with this letter.

School	2025-2026 Enrollment	Building Capacity
Greensferry Elementary	392	525
Mullan Trail Elementary	321	500
Ponderosa Elementry	440	570
Prairie View Elementary	376	525
Seltice Elementary	372	560
Treaty Rock Elementary	366	525
West Ridge Elementary	428	525
Post Falls Middle School	775	920
River City Middle School	554	750
Post Falls High School	1663	1800
New Vision High School	124	225

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

Sincerely,

Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 23, 2025

Nancy Thurwatcher
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Dear Nancy,

Please use the following as a standard response for Kootenai County Fire & Rescue for all applicable "Notice to Jurisdiction" notifications for the period of 1/1/25 through 12/31/25.

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

Respectfully,

Jeryl Archer
Kootenai County Fire & Rescue
Division Chief of Prevention
Fire Marshal

Nancy Thurwachter

From: Robert Beachler <Robert.Beachler@itd.idaho.gov>
Sent: Monday, January 26, 2026 9:42 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8

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

No Comment from the Idaho Transportation Department.

Respectfully,

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: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.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>; 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>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Monaldi@BNSF.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>; Scott Morton

<smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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 <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good afternoon –

Please find attached the Notice to Jurisdictions for the North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8 that is scheduled for the Planning and Zoning meeting on February 10, 2026. 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, January 28, 2026 11:00 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8
Attachments: Exhibit PH-2 NTJ_North Chase Place ANNX-25-8 & SUBD-25-8.pdf

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

Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.
(Response 13233)

Leo Martinez
Associate, Operations Support • Real Estate Services

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.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>; 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>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Thursday, January 29, 2026 2:01 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8

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

Good Afternoon,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; 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 Rest <drest@hbkengineering.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>; 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>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mary Ann Mondaldi <MaryAnn.Monaldi@BNSF.com>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Thursday, February 5, 2026 10:02 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8

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,
The PFHD request that the City of Post Falls annex all portions of right-of-way on Chase Rd and Fisher Ave, adjacent to the subject parcel.

Kind regards,
Jonie

Jonie Anderson
Post Falls Highway District
5629 E Seltice Way
Post Falls, Idaho 83854

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, January 23, 2026 4:29 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.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>; 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>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo

From: Martinez, Leo
To: Nancy Thurwachter
Subject: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8
Date: Monday, April 20, 2026 10:21:01 AM
Attachments: image002.png
image003.png
image004.png
Exhibit PH-7 NTJ_North Chase Place_ANNX-25-8C.pdf

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Phillips 66 does not have any utilities within the attached project vicinity.
(Response 13332)

Leo Martinez
Associate, Operations Support • Real Estate Services

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: [EXTERNAL]Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8

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Report Suspicious

Please find attached the Notice to Jurisdictions for the North Chase Place Annexation File No. ANNX-25-8 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

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



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From: Jonie Anderson
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8
Date: Monday, April 20, 2026 11:45:40 AM
Attachments: image003.png

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Good morning,
The PFHD finds this proposed annexation to be consistent with the City of Post Falls, comprehensive plan and we have no objection to the annexation request.

Kind regards,

Jonie Anderson
Post Falls Highway District
5629 E Seltice Way
Post Falls, Idaho 83854

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo

<kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8

Please find attached the Notice to Jurisdictions for the North Chase Place Annexation File No. ANNX-25-8 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

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

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From: Robert Beachler
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8
Date: Monday, April 20, 2026 1:49:22 PM
Attachments: image001.png

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No Comment from the Idaho Transportation Department.

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; lkippen <lkippen@olsson.com>; Lee Barns

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Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8

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Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
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From: DEQ Comments
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8
Date: Thursday, April 23, 2026 9:40:34 AM
Attachments: image001.png

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Good Morning,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; 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 Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth

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Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions North Chase Place Annexation File No. ANNX-25-8

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Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
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4/27/2026

City of Post Falls

City Council

This letter is to memorialize the concerns the current residents living on N. Coleman Street have with the annexation and subdivision of the parcel of land located just north of our North Chase Place Homeowners Association Inc.

Safety and quality of life are our main concerns.

Our residents attended the hearing for annexation and subdivision of North Chase Place Annexation & Subdivision File Nos. ANNX-25-8 & SUBD-25-8.

The city engineer Robert Palus stated in the planning meeting that the current emergency access would become a bike path.

The N Chase Place HOA owns and pays taxes on this piece of property. We would need to see and approve any plans involving our property. We are not against granting a right of way we just need information.

During an onsite meeting with city engineer he mentioned that a traffic calming design could be incorporated with the build out of the new subdivision to allow a midblock crosswalk.

The speed of traffic is of great concern through out our HOA please consider traffic calming designs and redesigns for our area. Grange is carrying more traffic than was anticipated.

Frank Pratt

President

North Chase Place HOA

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Fisher Lift Station Annexation (ANNX-26-1)

ITEM AND RECOMMENDED ACTION:
This agenda item is a public hearing on a request to annex an approximately .51-acre parcel located at the northwest corner of North Howell Road and West Fisher Avenue. The hearing also addresses a request to zone the parcel as Single-Family Residential (R-1). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the property and if the adopted zone change criteria have been met for the requested zoning designation.

DISCUSSION:
The planning division is requesting the City Council annex an approximate .51 acre city-owned parcel, located at the northwest corner of North Howell Road and West Fisher Avenue, and zone the property as Single-Family Residential (R-1). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

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

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

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

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

On March 31, 2026, the Planning and Zoning Commission recommended assigning the Single-Family Residential (R1) zoning designation if City Council decides to approve the proposed annexation.

Next Steps:
After the hearing, staff will draft a final written decision based on the council's motion to approve or deny. The final decision will be returned to council in approximately 1.5 months for review and approval along with the annexation ordinance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

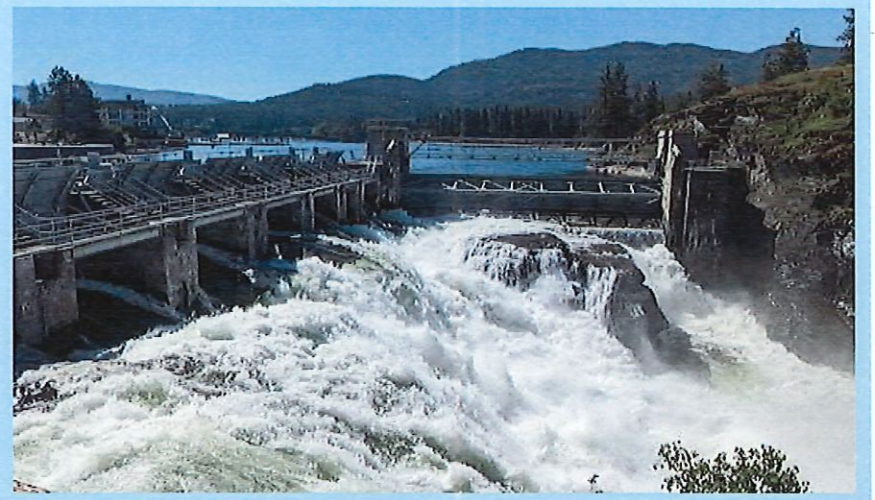
BUDGET CODE:
N/A

ATTACHMENTS:
1. CC Powerpoint Fisher Lift Annexation
2. CC Fisher Lift Station Annexation Staff Report (ANNX-26-1)
3. Exhibit PA-6 Phillips 66 Comments_Fisher Lift Station ANNX-26-1
4. Exhibt PA-7 PFHD Comments_Fisher Lift Station ANNX-26-1
5. Exhibit PA-8 ITD Comments_Fisher Lift Station ANNX-26-1
6. Exhibit PA-9 DEQ Comments_Fisher Lift Station File No. ANNX-26-1

Fisher Lift Station Annexation

ANNX-26-1

May 5, 2026



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Jon Manley – Planning Manager

OWNERS: City of Post Falls

APPLICANT: City of Post Falls

REQUESTED ACTIONS:

City Council approve the requested annexation of on approximately .51-acres with the Single Family Residential (R-1) zoning.

Intent: Facilitate the relocation of the Fisher Lift Station so it can be properly sized

Fisher Lift Station

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Project Location
Fisher Lift Station Annexation
ANNEXATION
ANNX-26-1

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

Project Location

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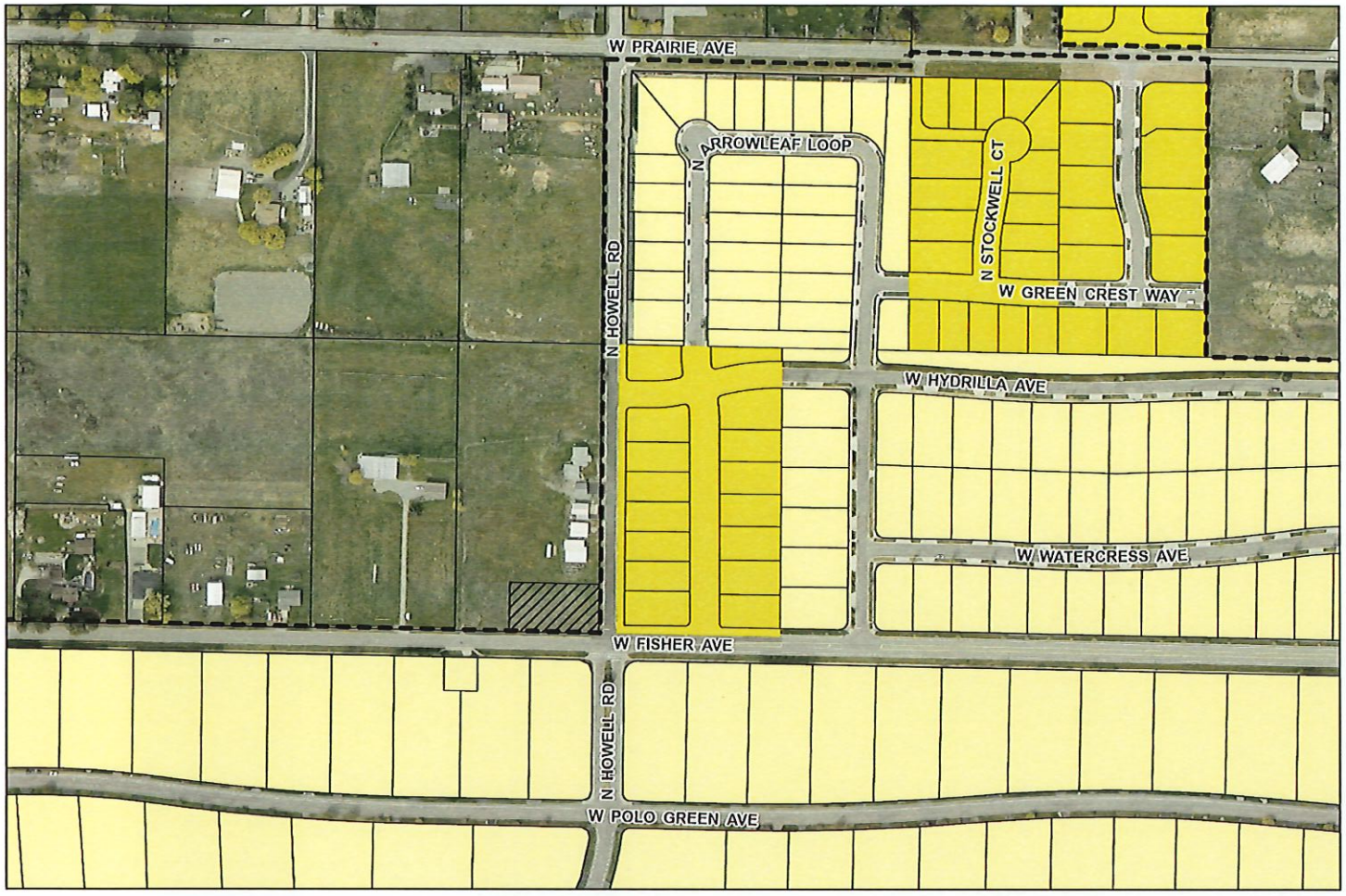

Zoning Map
Fisher Lift Station Annexation
ANNEXATION
ANNX-26-1

CITY OF POST FALLS

Subject Site
Post Falls City Boundary
Tax Parcels
R-1-S
R-1

N

Surrounding Zoning

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Land Use & Site

- Vacant Undeveloped Land
- Over the Rathdrum Prairie Aquifer

Wastewater

- City of Post Falls
- Site is planned for a lift station

Water

- East Greenacres Irrigation District

Traffic

- Fisher Avenue is a Minor Collector
- Howell Rd is a Local Roadway

Additional Information

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

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

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

Zone Change Review Criteria

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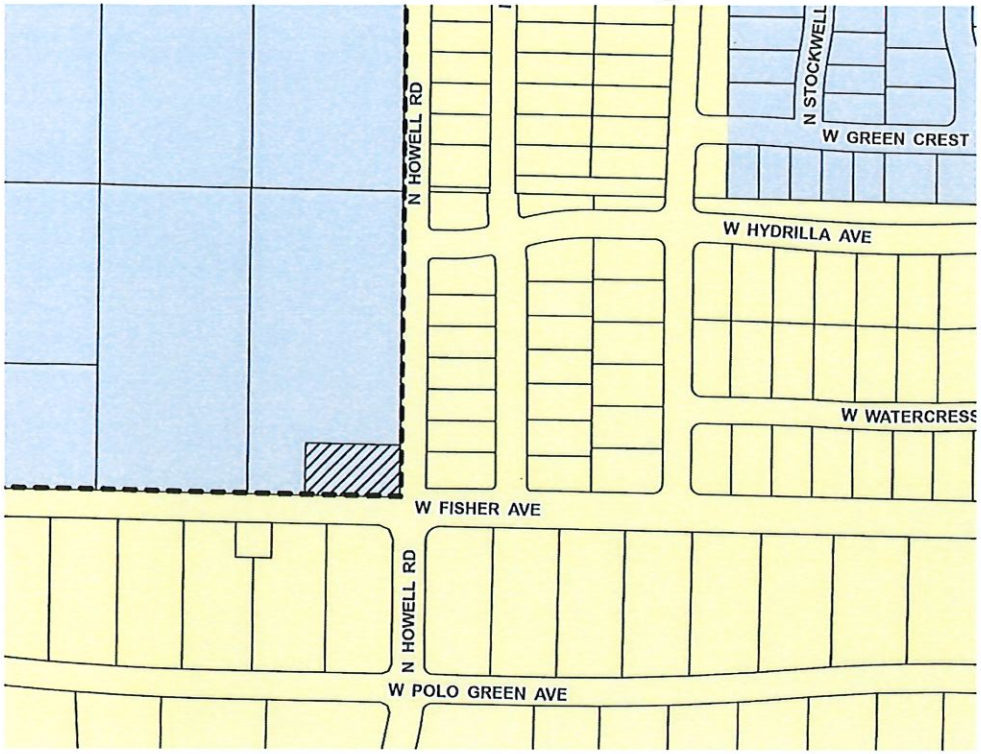
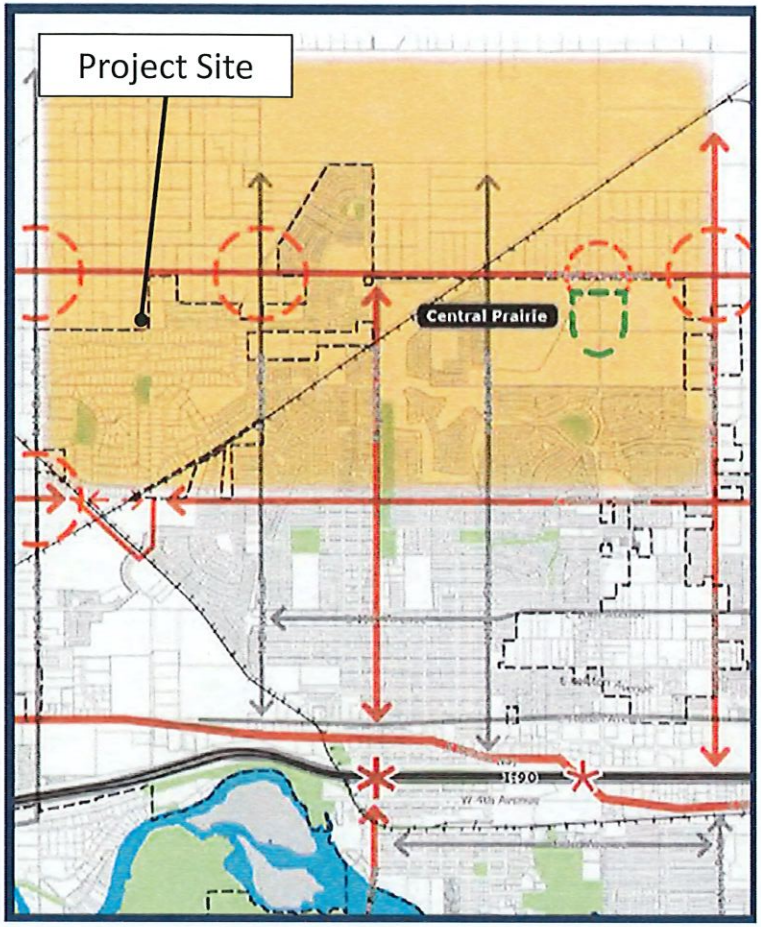
Future Land Use Designation



Implementing Zoning District - Per Focus Area

Central Prairie



Future Land Use Designation/Focus Area

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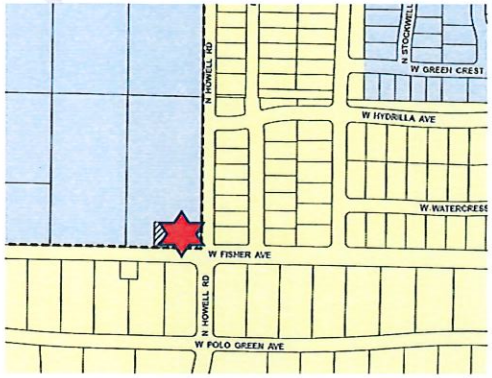
Zone Change Comprehensive Compatibility

Future Land Use Designation



Business/Commercial

Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.

Focus Area

Central Prairie

The Central Prairie area has focused on single-family housing, but rising land values are encouraging projects that include higher-density housing and community amenities along Prairie Avenue. Future growth should support a mix of housing types and land uses, maintain quality standards, and emphasize pedestrian connections to trails and nearby amenities. Prairie Avenue's role as a key east–west corridor may also attract commercial development.

Comprehensive Goals

[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health

Comprehensive Policies

[P.02]: Apply or revise zoning designations with careful consideration of factors including:

Future land use mapping;

Compatibility with surrounding land uses;

Infrastructure and service plans;

Existing and future traffic patterns;

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

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Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business/Commercial *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	Central Prairie The Central Prairie area has focused on single-family housing, but rising land values are encouraging projects that include higher-density housing and community amenities along Prairie Avenue. Future growth should support a mix of housing types and land uses, maintain quality standards, and emphasize pedestrian connections to trails and nearby amenities. Prairie Avenue's role as a key east–west corridor may also attract commercial development.	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.15]: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels. [P.40]: Plan and locate private and public utilities consistent with best management practices.

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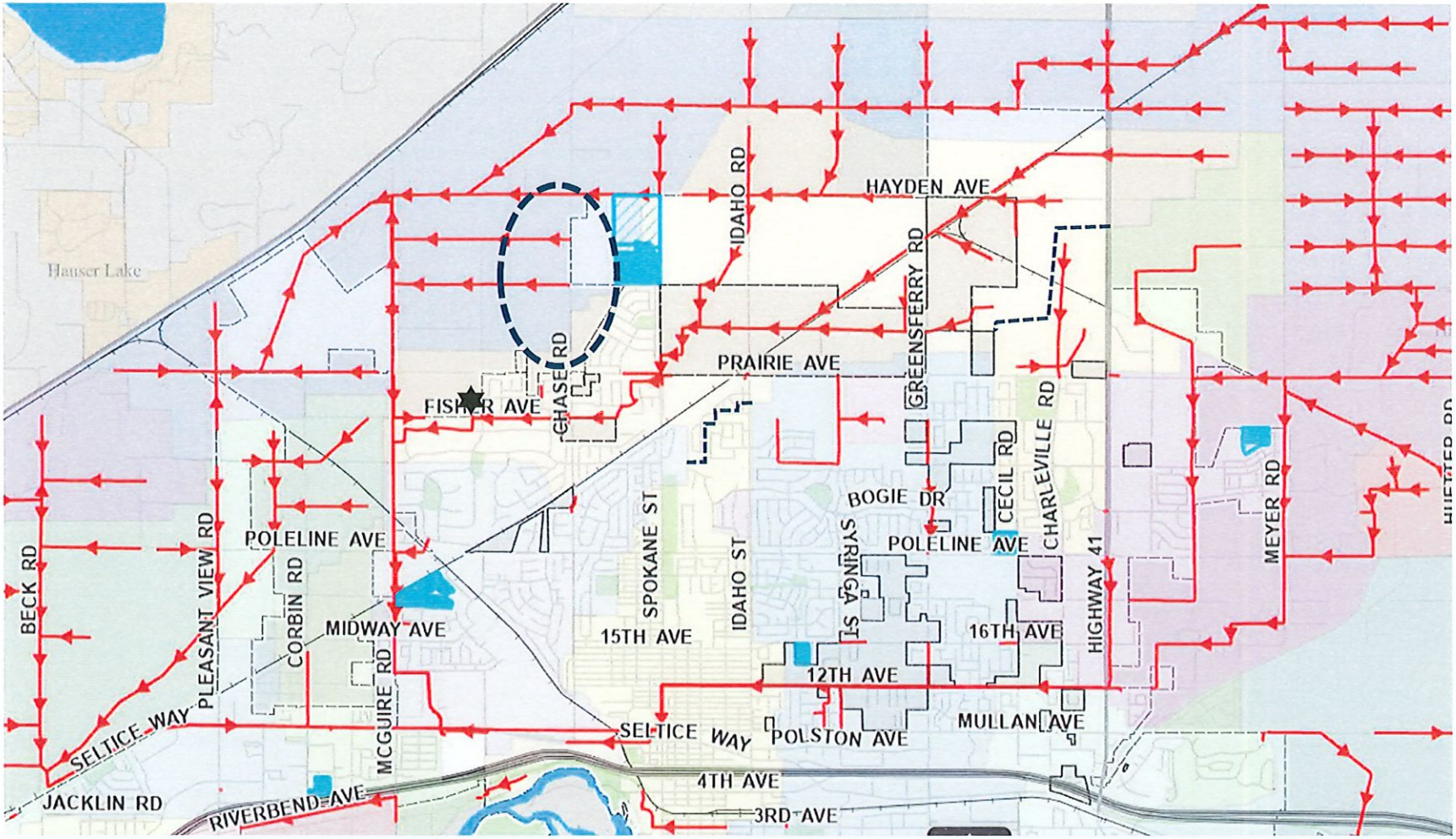


Zone Change Review Criteria

CITY OF POST FALLS

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

- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Conoco Inc. (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Verizon
- Idaho Department of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Time Warner Cable
- PF Police Department
- Utilities
- Urban Renewal Agency
- Kootenai County Planning
- KMPO

Agencies Notified

CITY OF POST FALLS

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3/PA-7] Post Falls Highway District – Support/No objection

[PA-4] Yellowstone Pipeline – No facilities within project site

[PA-5] Department of Environmental Quality – No impacts

Agency Comments

CITY OF POST FALLS

[PA-6] Phillips 66 – No utilities in the area

[PA-8] ITD – To comment

Agency Comments

CITY OF POST FALLS

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

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

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

Zone Change Review Criteria

CITY OF POST FALLS



Project Location
Fisher Lift Station Annexation
ANNEXATION
ANNX-26-1

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

Project Location

CITY OF POST FALLS
STAFF REPORT

DATE: April 27, 2026

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE MAY 5, 2026, CITY COUNCIL MEETING
FISHER LIFT STATION ANNEXATION ANNX-26-1

INTRODUCTION:

The Planning Division on behalf of the Public Works Department is requesting approval to annex approximately .51-acres into the City of Post Falls with a zoning request of Single-Family Residential with an intent to facilitate the relocation of the Fisher lift station so it can be properly sized. The City Council must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Fisher Lift Station Annexation File No. ANNX-26-1

Owners: City of Post Falls

Applicant: Planning Division

Project Description: Annex approximately .51-acres into the City of Post Falls with a zoning request of Single Family Residential (R1).

Project Location: The properties are generally located on the northwest corner of North Howell Road and West Fisher Avenue.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Surrounding the subject site is predominately single-family residential uses in the county or the City.

Area Context Vicinity Map:



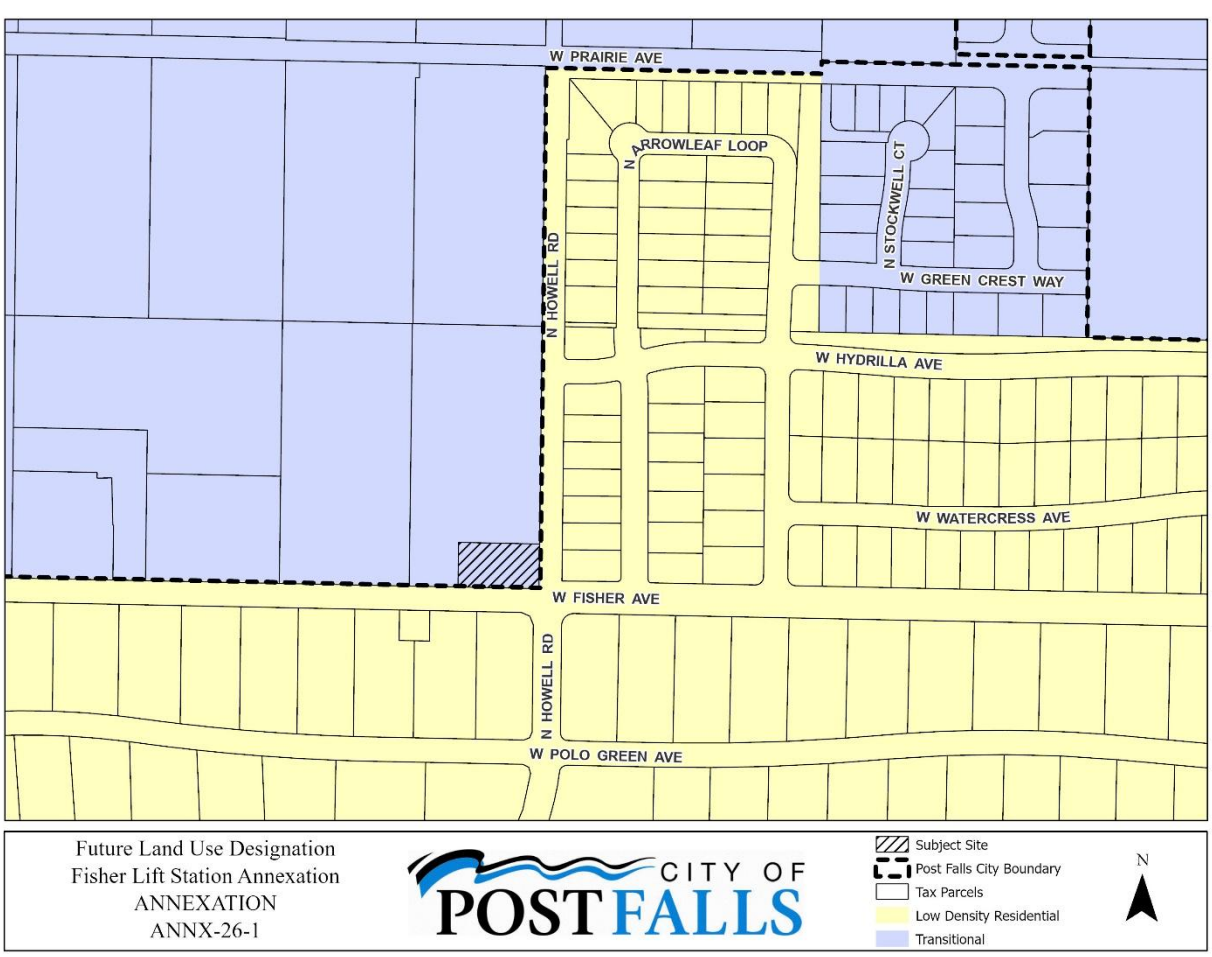
EVALUATION OF ZONING APPROVAL CRITERIA:

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

ZONE CHANGE REVIEW CRITERIA

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

   The Future Land Use Map classifies this property with the land use designation of **Transitional** (See Following Image). This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the Central Prairie Focus Area. Assigned zones should be compatible with the adjacent zones/uses within the City and consistent with the guiding principles within the Central Prairie Focus Area. The subject site is adjacent to properties with a land use designation of Transitional and Low Density Residential as depicted in the Future Land Use Map below.



The proposed annexation is located within the Central Prairie Focus Area, which states the following:

To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day

Staff Comment: Annexing this area will assist meeting these policy points of the Central Prairie Focus Area as the installation of an expanded Lift Station will assist meeting the growth demands along Prairie Avenue and other properties within its service basin.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments. The following goals may or may not assist with this zone change request.

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits. The proposed site being a planned lift station upgrade as an allowed use in the Single Family Residential (R1) zone may assist meeting this goal for the other undeveloped lands in the area.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives. The proposed site being a planned lift station upgrade as an allowed use in the Single Family Residential (R1) zone may assist meeting this goal for the other undeveloped lands in the area.

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.
- Foster the long-term fiscal health of the community.

  Staff Comment: lift stations in strategic locations may assist in the long-term fiscal health of a community by potentially reducing the number of lift stations to be maintained.
- Maintain and enhance resident quality of life.
- Promote compatible, well-designed development.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

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

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

- Future land use mapping.

  Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

  Staff Comment: Lift stations are considered necessary public infrastructure and not incompatible with surrounding uses. The proposed zone is compatible with the adjacent zones in the area (See Exhibit S-2)

- Infrastructure and service plans.

  Staff Comment: This site is intended to allow for the construction of improvement identified within the City's Water Reclamation Master Plan to address current and future service needs. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

  The Site is currently provided water service from the East Greenacres Irrigation District.

- Existing and future traffic patterns.

  Staff Comment: The property is adjacent to the intersection of Fisher Avenue at Howell Road.

  Fisher Avenue is classified as a minor collector and is currently configured as a two-lane roadway. Modeling within the current Transportation Master Plan indicate over 80% of roadway capacity is available in the current configuration and modeled traffic volumes for 2025.

  Howell Road is classified as a Local Roadway in the City's Transportation Master Plan.

  To accommodate projected traffic volumes and distribution for the year 2035; Fisher Avenue and Howell Road will require widening and installation of urban frontage improvements at the time of site development, to their identified roadway standards. The lot was purchased by the City of Post Falls with considerations made for the necessary rights-of-way and easement to accommodate the required frontage improvements. The anticipated use will generate minimal traffic, less than a typical single-family home.

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

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

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

Staff Comment: Creating a location for a lift station for the planned future housing needs may assist meeting this criterion.

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

Staff Comment: Upon development, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and help to create further pedestrian connections through sidewalks and trails.

Policy 35: Maintain infrastructure and personnel at levels that provide citizens with services that are high quality, effective, and affordable.

Staff Comment: One way to support this policy is to proactively identify opportunities to expand facilities in areas consistent with Capital Facilities planning. Expanding facilities in step with growth can help maintain service levels and reduce the risk of service degradation over time.

Policy 40: Plan and locate private and public utilities consistent with best management practices.

Staff Comment: The proposed location is consistent with the Service Basin.

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

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

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

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: Creating a location for a lift station for the planned future growth needs may assist meeting this criterion as properties that are currently over the

aquifer may have the option to be connected to a sanitary sewer with annexation.

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

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

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d'Alene Press
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
Union Pacific Railroad		

PUBLIC PROCESS: On March 31, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Single Family Residential (R1) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation dated April XX, 2026, includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on April 17, 2026, and mailed to property owners within 300 feet of the proposed project on April 15, 2026. Notice has been published in the Coeur d'Alene Press on April 17, 2026. The property will be posted by April 24, 2026

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed .51-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Staff Exhibits:

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

Exhibit S-4 P&Z Minutes
Exhibit S-5 P&Z Zoning Recommendation

Testimony:
Exhibit PA-1 Post Falls School District Comments
Exhibit PA-2 Kootenai County Fire and Rescue Comments
Exhibit PA-3 Post Falls Highway District Comments
Exhibit PA-4 Phillips 66 Comments
Exhibit PA-5 Department of Environmental Quality Comments

From: Martinez, Leo
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1
Date: Monday, April 20, 2026 11:41:30 AM
Attachments: image002.png
image003.png
image004.png
Exhibit PH-7 NTJ Fisher ANNX-26-1. CC.pdf

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Phillips 66 does not have any utilities within the attached project vicinity.
(Response 13333)

Leo Martinez
Associate, Operations Support • Real Estate Services

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:03 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer

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Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: [EXTERNAL]Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1

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Report Suspicious

Please find attached the Notice to Jurisdictions for the Fisher Lift Station Annexation File No. ANNX-26-1 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist

408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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From: Jonie Anderson
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1
Date: Monday, April 20, 2026 11:46:29 AM
Attachments: image003.png

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Good morning,
The PFHD has no objection to this proposed annexation.

Kind regards,

Jonie Anderson
Post Falls Highway District
5629 E Seltice Way
Post Falls, Idaho 83854

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, April 17, 2026 3:03 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>;

Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1

Please find attached the Notice to Jurisdictions for the Fisher Lift Station Annexation File No. ANNX-26-1 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

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

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From: Robert Beachler
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1
Date: Monday, April 20, 2026 1:49:58 PM
Attachments: image001.png

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No Comment from the Idaho Transportation Department.

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:03 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; lkippen <lkippen@olsson.com>; Lee Barns

<lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1

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Please find attached the Notice to Jurisdictions for the Fisher Lift Station Annexation File No. ANNX-26-1 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

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

CITY OF POST FALLS

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From: DEQ Comments
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Fisher Lift Station Annexation File No. ANNX-26-1
Date: Thursday, April 23, 2026 9:40:39 AM
Attachments: image001.png

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

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.

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<Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
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CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Public Works Annexation (ANNX-26-2)

ITEM AND RECOMMENDED ACTION:
This agenda item is a public hearing on a request to annex approximately 16.039 acres (1.509 acres being W. Hargrave Rights-of-Way) located .18 miles east of the intersection of N. Pleasant View Road and W. Hargrave Avenue. The proposed Rights-of-Way extends towards and abuts the intersection of W. Hargrave Avenue and N. Corbin Road. The hearing also addresses a request to zone the parcel as Industrial (I). Staff requests that the City Council evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the property and if the adopted zone change criteria have been met for the requested zoning designation.

DISCUSSION:
The planning division is requesting the City Council annex an approximately 16.039 acres (1.509 acres being W. Hargrave Rights-of-Way) located .18 miles east of the intersection of N. Pleasant View Road and W. Hargrave Avenue, and zone the property as Industrial (I). Annexation is a legislative process where the City Council determines whether annexing the property is in the best interest of the city. Determining the appropriate zone is a quasi-judicial decision, meaning that the City Council can only consider whether the adopted zone change criteria have been met based only on the evidence received during the hearing process. The adopted criteria are:

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

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

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

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

On March 31, 2026, the Planning and Zoning Commission recommended assigning the Industrial (I) zoning designation if City Council decides to approve the proposed annexation.

Next Steps:
After the hearing, staff will draft a final written decision based on the council's motion to approve or deny. The final decision will be returned to council in approximately 1.5 months for review and approval along with the annexation ordinance.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

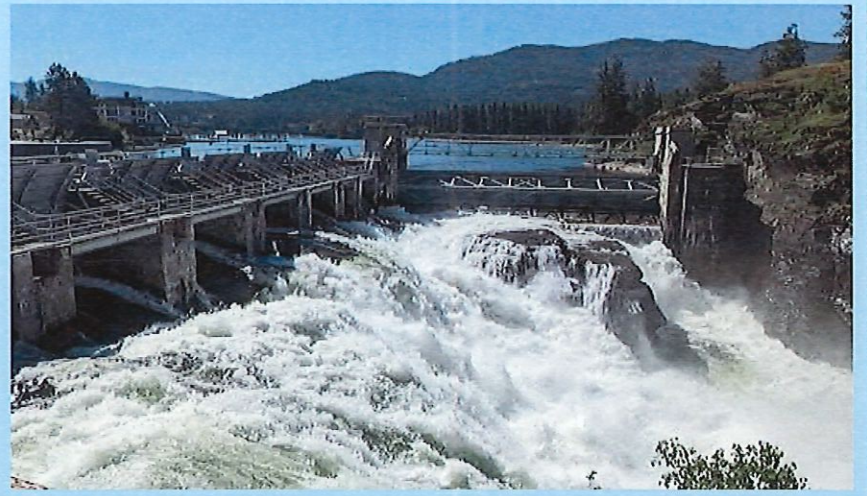
BUDGET CODE:
N/A

ATTACHMENTS:
1. CC Powerpoint Public Works Annexation
2. CC Staff Report Public Works Annexation ANNX-26-2
3. Exhibit PA-6 Phillips 66 Comments_Public Works ANNX-26-2
4. Exhibit PA-7 PFHD Comments_Public Works ANNX-26-2
5. Exhibit PA-8 ITD Comments_ Public Works ANNX-26-2
6. Exhibit PA-9 DEQ Comments_Public Works File No. ANNX-26-2

Public Works Annexation

ANNX-26-2

May 5, 2026



CITY OF POST FALLS

Jon Manley – Planning Manager

OWNERS: City of Post Falls

APPLICANT: City of Post Falls

REQUESTED ACTIONS:

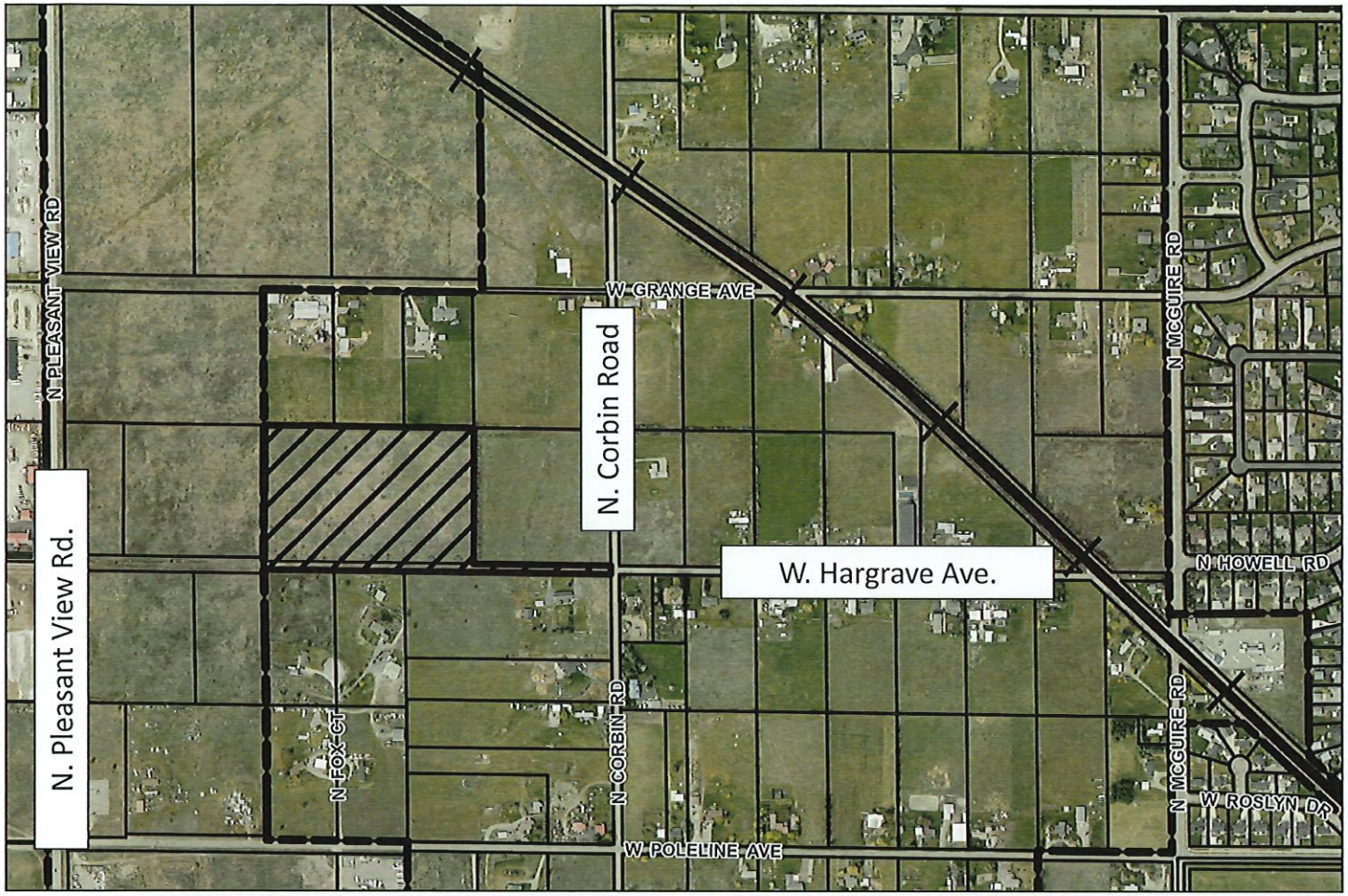
City Council approve the requested annexation with the Industrial (I) zoning on approximately 16.04-acres as part of an annexation request into the City of Post Falls.

- (1.509 acres being W. Hargrave Rights-of-Way)

- **Intent:** Facilitate a Public Works facility and a Park site

Public Works Annexation

CITY OF POST FALLS



Project location
Public Works Annexation
ANNEXATION
ANNX-26-2

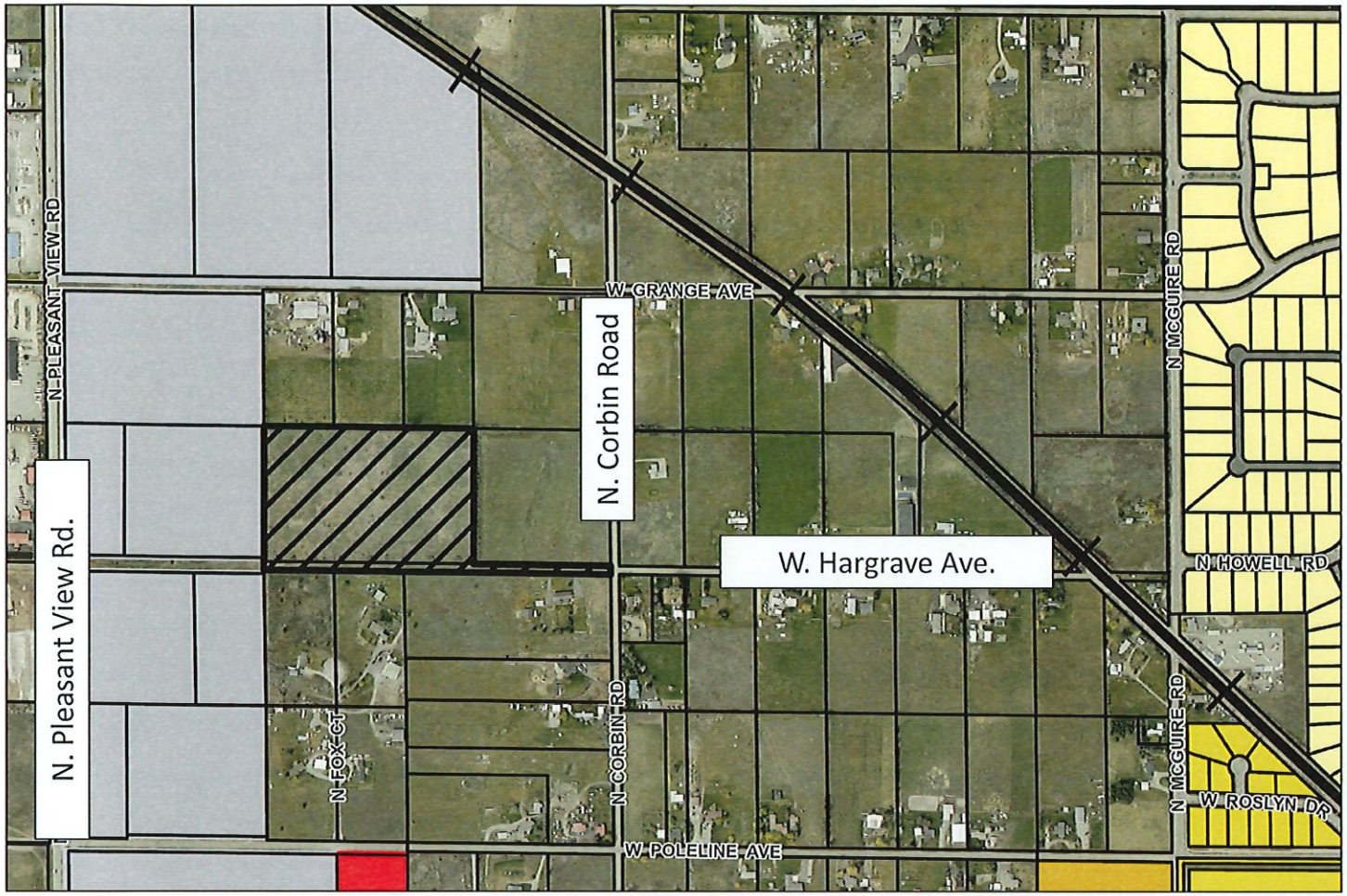
CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

Project Location

CITY OF POST FALLS



Zoning map
Public Works Annexation
ANNEXATION
ANNX-26-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
Zoning

CCS
I
R-1-S
R-1
R-2

N

Surrounding Zoning

CITY OF POST FALLS

Land Use Category	Zoning Classifications										LBCS Code
	R1S	R1	R2	R3	LC	CCS	I	TM	CCM	RM	
Duplex, 2 units per structure	-	-	P	P	S	S	-	-	-	P	1102
Twinhome	-	S	P	P	S	S	-	-	-	P	
Townhome, 6 or less units per structure	-	S	S	P	P	S	-	P	P	P	
Multi-family, 3 or more units per structure	-	-	-	P	S	S	-	P	P	P	1103
Accessory Dwelling Unit	P	P	P	P	P	-	-	-	-	P	
Accessory residential support *Use* (i.e., garage, shed, pool, greenhouse)	P	P	P	P	P	-	-	-	P	P	1199
Single-family incidental to a commercial/industrial use	-	-	-	-	P	P	P	P	P	P	

- = Not Permitted

S = Allowed by Special Use Permit

P = Permitted by Right

Uses in Industrial (I) zone - Residential

CITY OF POST FALLS

Land Use Category	Zoning Classifications										LBCS Code
	R1S	R1	R2	R3	LC	CCS	I	TM	CCM	RM	
General sales or services:											
Retail store	-	-	-	-	P	P	P	P	P	P	2102
Photo processing	-	-	-	-	P	P	P	P	P	P	
Outdoor vendor spaces/farmers' market or stands	-	-	-	-	P	P	S	P	P	P	
Neighborhood shopping center	-	-	-	-	P	P	P	P	P	P	2106
Destination shopping center	-	-	-	-	-	P	P	-	P	-	2107
Automobile/light truck/RV dealership	-	-	-	-	-	P	P	-	P	-	2111
Mobile home/manufactured housing dealership	-	-	-	-	-	P	P	-	P	-	2112
Motorcycle/ATV dealer	-	-	-	-	-	P	P	-	P	-	2113
Boat/marine craft dealer	-	-	-	-	-	P	P	-	P	-	2114
Auto service station (full service with garage bays)	-	-	-	-	-	P	P	P	P	-	2116
Car *lot*/used car dealership	-	-	-	-	-	P	P	-	-	-	2118

Uses in Industrial (I) zone - Retail

CITY OF POST FALLS

Land Use Category	Zoning Classifications										LBCS Code
	R1S	R1	R2	R3	LC	CCS	I	TM	CCM	RM	
Building, developing, and general contracting services	-	-	-	-	S	P	P	-	-	-	7100
Professional, scientific, and technical services:											
General office buildings (1 - 4 stories)	-	-	-	-	P	P	P	P	P	S	2401
General office buildings (5+ stories)	-	-	-	-	S	P	P	P	P	-	2402
Research and development	-	-	-	-	S	S	P	P	P	-	2416
Veterinary office	-	-	-	-	P	P	P	S	P	P	2418
Full service restaurant	-	-	-	-	P	P	P	P	P	P	2510
Cafeteria/limited service restaurant/delicatessen s	-	-	-	-	P	P	P	P	P	P	2520

Note: All warehouse uses are permitted

Uses in Industrial (I) zone – Office/Other

CITY OF POST FALLS

Land Use Category	Zoning Classifications										LBCS Code
	R1S	R1	R2	R3	LC	CCS	I	TM	CCM	RM	
Industrial and manufacturing Uses:											
Asphalt plant/storage	-	-	-	-	-	-	S	-	-	-	
Blast furnace and smelting	-	-	-	-	-	-	S	-	-	-	
Manufacture or storage of explosives	-	-	-	-	-	-	S	-	-	-	
Food and beverage mfg.	-	-	-	-	-	S	P	P	S	-	3110
Meat products mfg.	-	-	-	-	-	-	P	-	-	-	3111
Clothing mfg.	-	-	-	-	-	S	P	P	S	-	3131
Leather and allied products mfg.	-	-	-	-	-	S	P	S	S	-	3140
Wood products mfg., except lumber mills	-	-	-	-	-	S	P	-	S	-	3210
Sawmill	-	-	-	-	-	-	S	-	-	-	3215
Millwork/veneer/plywood mfg.	-	-	-	-	-	S	S	-	-	-	3216
Paper manufacturing	-	-	-	-	-	-	S	-	-	-	3221
Paperboard/cardboard/ box mfg.	-	-	-	-	-	S	S	-	S	-	3222
Furniture and related products mfg.	-	-	-	-	-	S	P	P	S	-	3230

Uses in Industrial (I) zone – Industrial

CITY OF POST FALLS

Land Use & Site

- Vacant Undeveloped Land
- Over the Rathdrum Prairie Aquifer

Water

- East Greenacres Irrigation District

Wastewater

- City of Post Falls – not currently available
- Development may require Septic System
- Site is planned for Public Works facility and a Park site

Traffic

- Corbin Rd. is a Major Collector
- Hargrave Ave. is a Local Roadway
- Pleasant View Rd is a Minor Arterial

Additional Information

CITY OF POST FALLS

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

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

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

Zone Change Review Criteria

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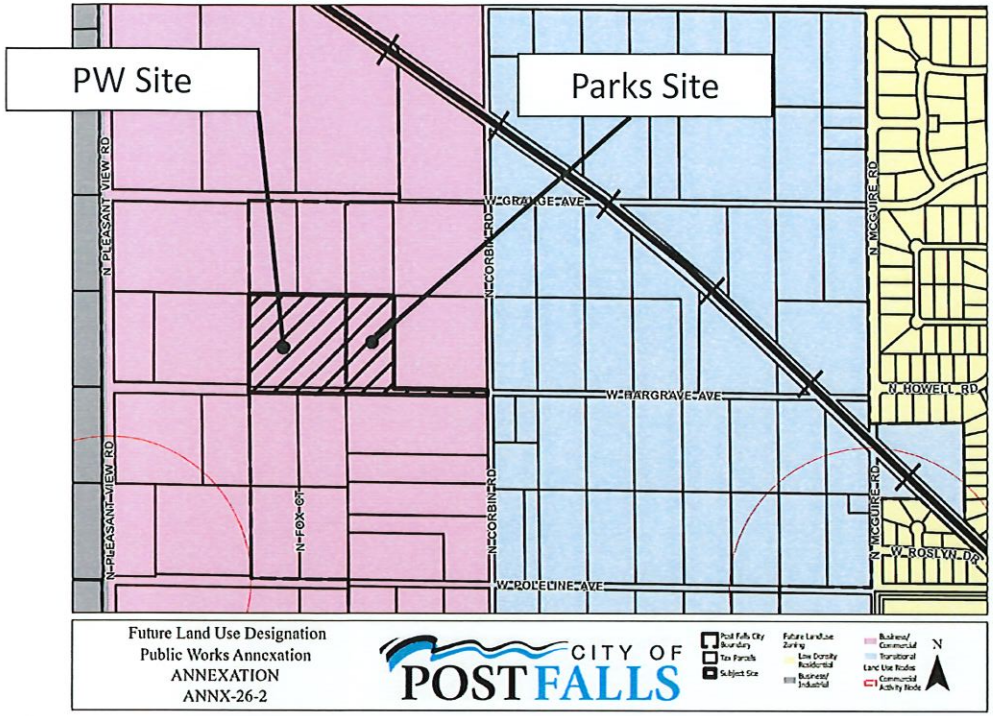
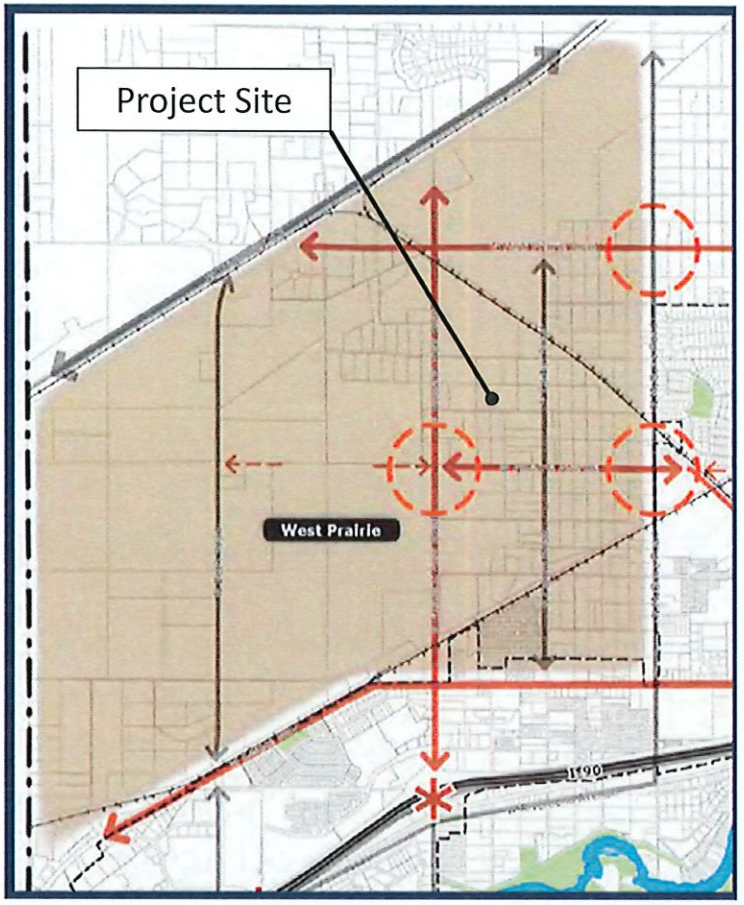
Future Land Use Designation



Implementation occurs through the LC, CCS, CCM, TM, R-2, R-3, SC4, SC5, and **applicable Focus Area** zoning districts.

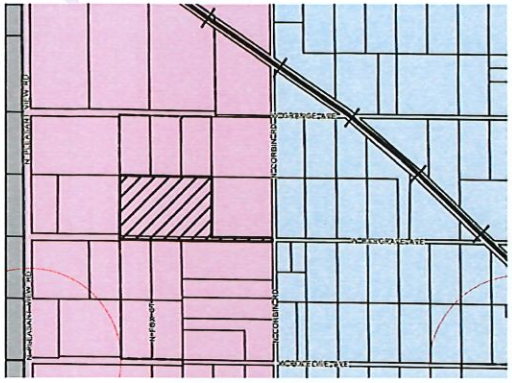
West Prairie



Future Land Use Designation/Focus Area

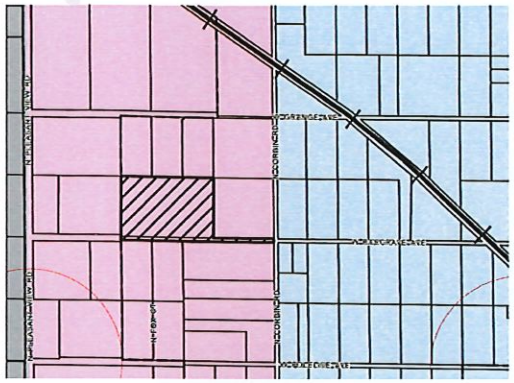
CITY OF POST FALLS

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business/Commercial *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	West Prairie West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials	[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health	[P.02]: Apply or revise zoning designations with careful consideration of factors including: **Future land use mapping;** **Compatibility with surrounding land uses;** **Infrastructure and service plans;** **Existing and future traffic patterns;** **Goals and policies of the comprehensive plan, related master plan and/or facility plans.**

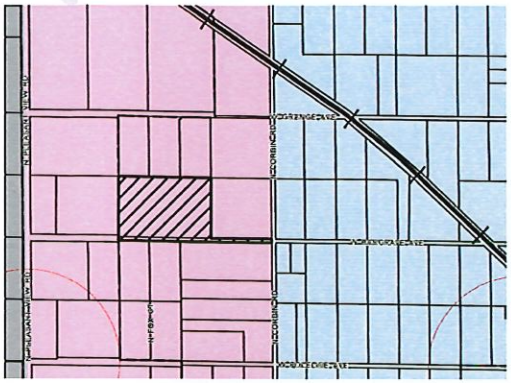
CITY OF POST FALLS

Zone Change Comprehensive Compatibility

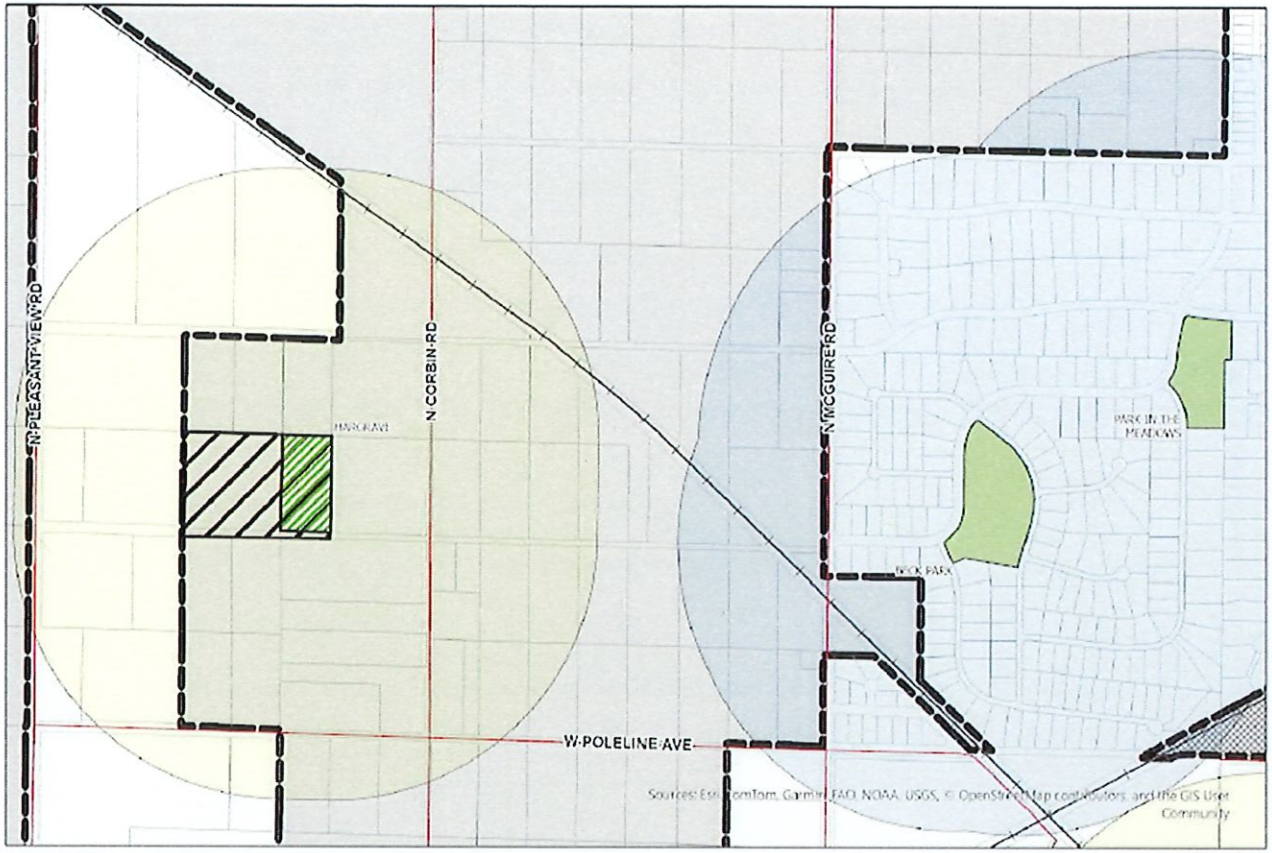
Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 Business/Commercial *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	West Prairie West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.24]: Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of-way for future corridors including utility facilities.. [P38]: Plan new development to ensure provision of public services at current Levels of Service (LOS) or the LOS identified in City-adopted master plans.

CITY OF POST FALLS

Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
 <u>Business/Commercial</u> *Provides a variety of general service, retail, professional office, light industrial, manufacturing and mixed-uses to serve both local and regional residents.*	<u>West Prairie</u> West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials	[G.07]: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.	[P.60]: Maintain adopted Levels of Service (LOS) for parks, recreation and open space, and continue to identify opportunities to acquire parkland. [P.63]: Ensure Annexations include means to assure the logical extension of Post Falls' parks and open-space system, benefiting adjoining neighborhoods and the overall community.

CITY OF POST FALLS



Notification Map
Public Works Annexation
ANNEXATION
ANNX-26-2

CITY OF POST FALLS

Zone Change Review Criteria

CITY OF POST FALLS

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

- Kootenai County Fire
- PF Highway District
- PF School District
- Avista (WWP-3)
- Dept. of Environmental Quality
- Conoco Inc. (Pipeline company)
- Yellowstone (Pipeline company)
- TransCanada GTN
- PF Parks & Rec
- Kootenai Electric
- Ross Point Water
- TDS
- Verizon
- Idaho Department of Lands
- Panhandle Health
- NW Pipeline Corp.
- PF Post Office
- East Greenacres Irrigation District
- Time Warner Cable
- PF Police Department
- Utilities
- Urban Renewal Agency
- Kootenai County Planning
- KMPO

Agencies Notified

CITY OF POST FALLS

[PA-1] Post Falls School District – Remain neutral

[PA-2] Kootenai County Fire and Rescue – To coordinate at the time of development

[PA-3] Yellowstone Pipeline – No facilities within project site

[PA-4] Department of Environmental Quality – No Environmental Impacts Comments

[PA-5/PA-7] Post Falls Highway District – Beneficial

Agency Comments

CITY OF POST FALLS

[PA-6] Phillips 66 – No Facilities in the Vicinity

[PA-8] ITD – No Comment

Agency Comments

CITY OF POST FALLS

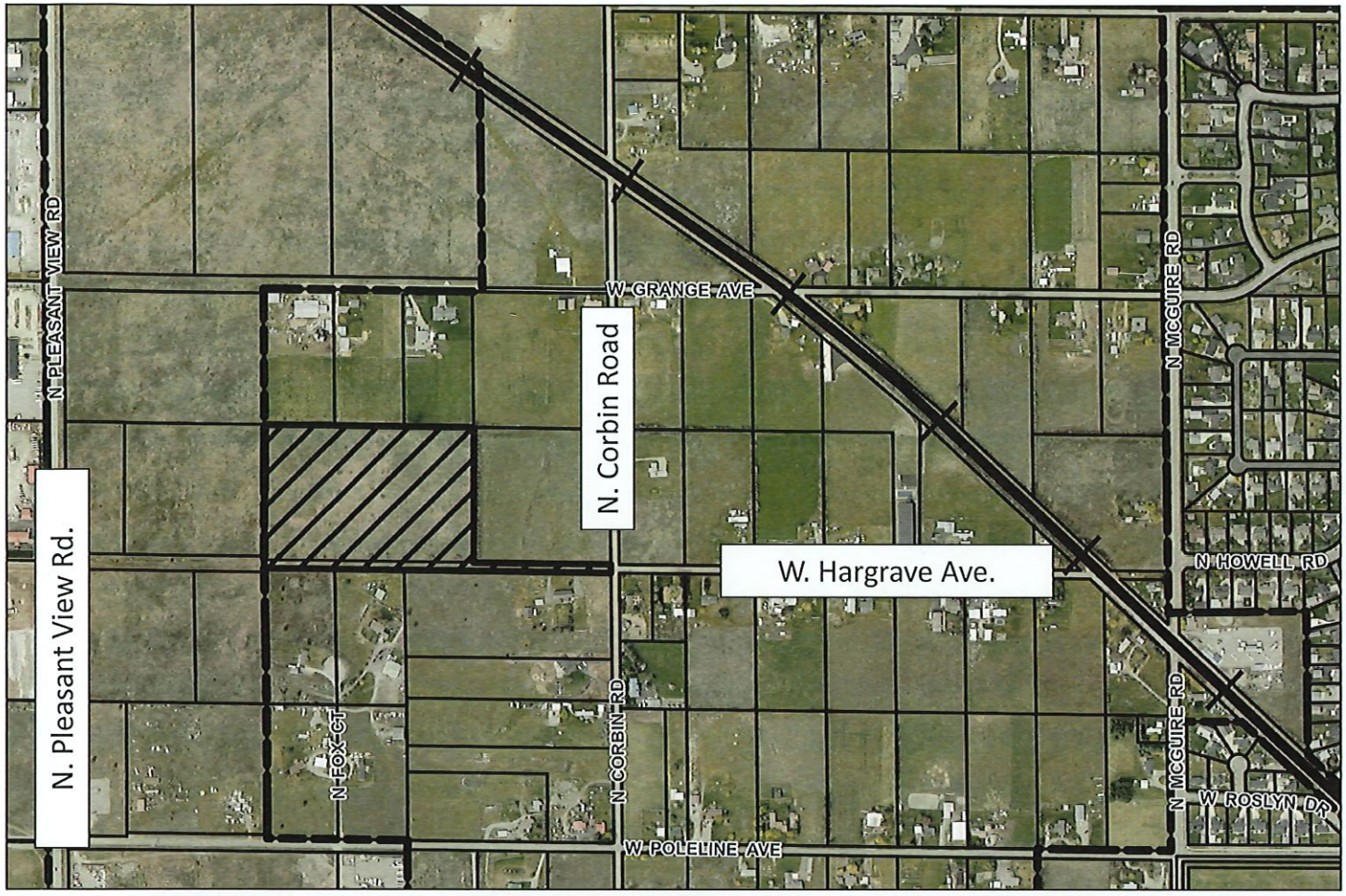
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

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

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

Zone Change Review Criteria

CITY OF POST FALLS



Project Location

CITY OF POST FALLS
STAFF REPORT

DATE: April 27, 2026

TO: CITY COUNCIL

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

SUBJECT: STAFF REPORT FOR THE MAY 5, 2026, CITY COUNCIL MEETING
PUBLIC WORKS ANNEXATION ANNX-26-2

INTRODUCTION:

The Planning Division on behalf of the Public Works and Parks Departments is requesting approval to annex approximately 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) into the City of Post Falls with a zoning request of Industrial (I) with an intent to facilitate a new Public Works facility and a Park site. The City Council must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Public Works Annexation File No. ANNX-26-2

Owners: City of Post Falls

Applicant: Planning Division

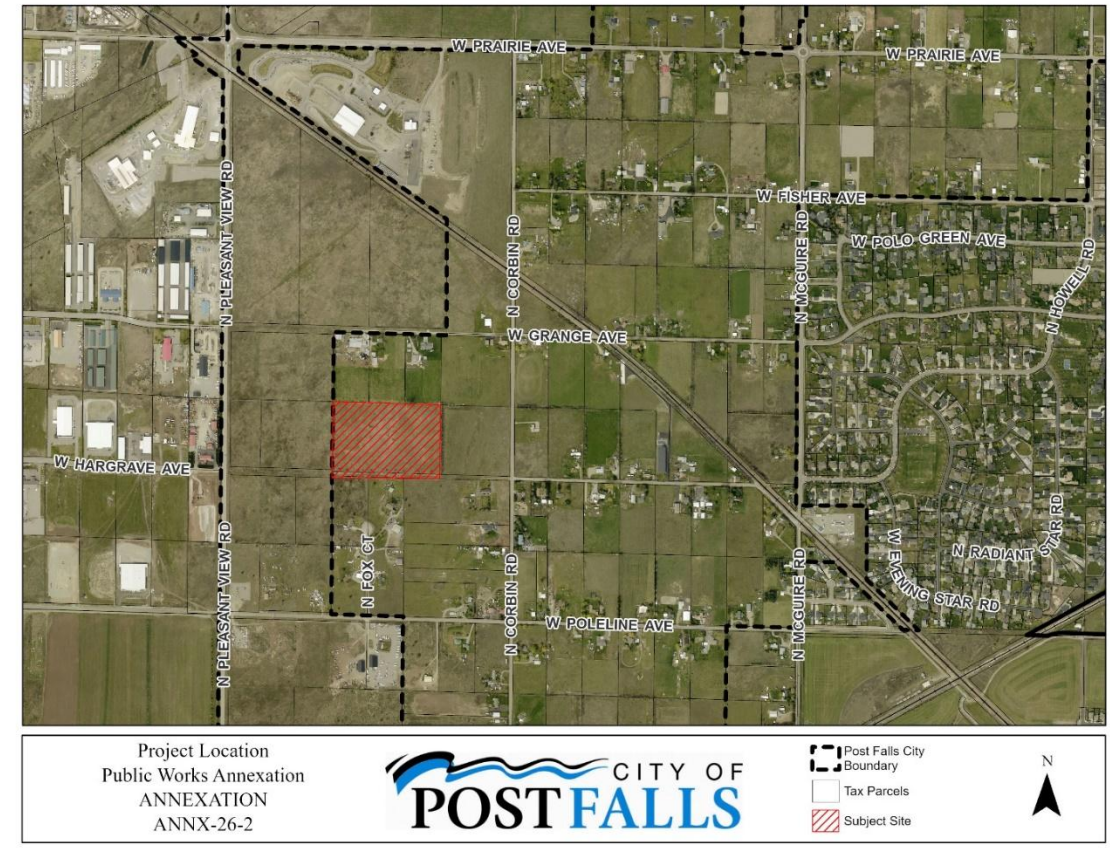
Project Description: Annex approximately 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) into the City of Post Falls with a zoning request of Industrial (I).

Project Location: The properties are generally located .18 miles east of the intersection of N. Pleasant View Road and W. Hargraves Avenue.

AREA CONTEXT (proposed site hatched in red following page):

Surrounding Land Uses: Surrounding the subject site is predominately single-family residential uses in the county or undeveloped lands

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

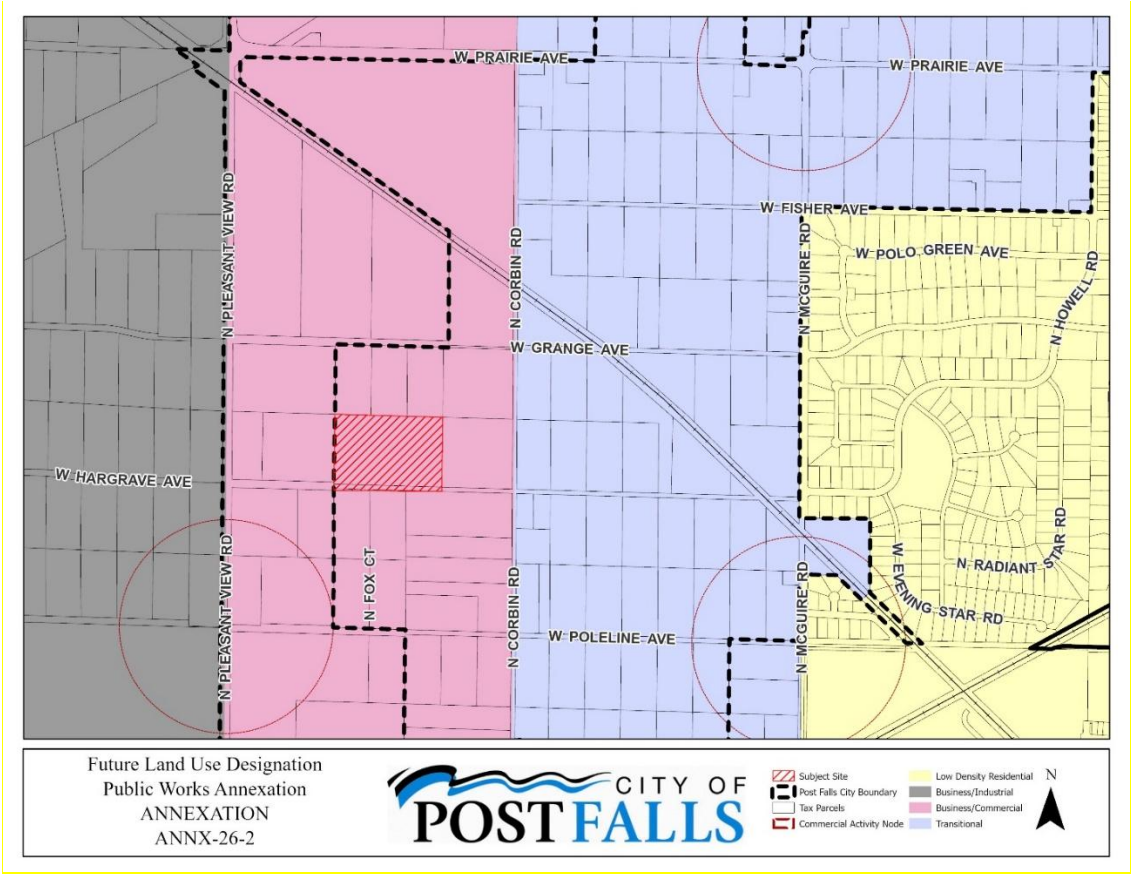
The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria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

ZONE CHANGE REVIEW CRITERIA

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

   The Future Land Use Map classifies this property with the land use designation of **Business Commercial** (See Following Image). The Business/Commercial land use category is intended to accommodate a broad range of commercial, service, retail, professional office, light industrial, artisan manufacturing, and mixed-use development that serves local residents, the region, and the traveling public. It also supports moderate- to high-density residential development, with a minimum of eight dwelling units per net acre, integrated within walking distance of the city center, neighborhood centers, corridor commercial areas, civic uses, and other amenities in Post Falls. Development in this category is characterized by mixed-use and multi-story buildings—particularly within the City Center District—strong pedestrian connectivity, and a connected

street grid that enhances walkability and compatibility among uses. Multifamily housing is encouraged, and compatible non-residential uses may be allowed under special conditions. Technology park uses, including light manufacturing, warehousing, business park, service commercial, and multifamily development, are appropriate where adequate land area, transportation access, and buffering from incompatible residential uses are provided. Implementation occurs through the LC, CCS, CCM, TM, R-2, R-3, SC4, SC5, and **applicable Focus Area** zoning districts.



The proposed annexation is located within the West Prairie Focus Area, which states the following:

West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time, but is being planned for. The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie focus area:

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

- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day. Appendix A – F

The plan identifies West Prairie as a transitional area intended to accommodate future residential, commercial, and industrial development, reinforcing the appropriateness of industrial designations as infrastructure is extended and urban services are planned. Between Corbin Road and Pleasant View Road, the plan calls for a mix of residential, commercial, and industrial uses, which further supports Industrial zoning where sites are appropriately located and designed to transition to nearby uses. The emphasis on higher densities near commercial corridors and arterials, along with recognition of Prairie Avenue's arterial classification and other high-traffic corridors, supports concentrating more intensive employment and industrial uses along major transportation routes.

Overall, the West Prairie Focus Area provides clear Comprehensive Plan direction that industrial uses are anticipated in specific geographic areas, thereby supporting the establishment or continuation of Industrial zoning may be consistent with language within the Comprehensive Plan.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments. The following goals may or may not assist with this zone change request.

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits. The proposed site being a planned Public Works Site and a location for a future park may complement servicing this area in this future.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives. The proposed site being a planned Public Works Site and a location for a future park may complement servicing this area in this future and meeting this goal.

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

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through

the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

  Staff Comment: Providing City facilities in locations to service both existing and future development within the City may assist improved efficiencies which in return may assist meeting this policy.

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

  Staff Comment: Providing City facilities in locations to service both existing and future development within the City may assist improved efficiencies which in return may assist meeting this policy.

- Maintain and enhance resident quality of life.
- Promote compatible, well-designed development.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

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

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

- Future land use mapping.

  Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

  Staff Comment: Generally Public Work site and Park Uses are not incompatible with surrounding uses. The proposed Industrial (I) zone is compatible with the Industrial zone in the City to the west (See Exhibit S-2).

- Infrastructure and service plans.

  Staff Comment: Sanitary Sewer is not currently available to the site and extension to the property is not a reasonable assumption for the near future as the closest point of connection is currently more than 1 mile from the site. Development prior to the availability of sanitary sewer would require approval from Panhandle Health District for the allowance of a Septic System. Development of the site should take into consideration future connections to the City's Water Reclamation System when it is extended to the site.

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

  The Site is currently provided water service from the East Greenacres Irrigation District.

- Existing and future traffic patterns.

  Staff Comment: The property's is adjacent to plated, but undeveloped, rights-of-way for Hargrave Avenue.

  Hargrave Avenue is classified as Local Roadway. In order to facilitate development, Hargrave Avenue will need to be developed to minimum roadway standards, 24-foot paved roadway from Pleasant View Road to the project site. Urban improvements corresponding to the roadways classification would be required along the properties frontage at the time of site development.

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

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

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

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

Staff Comment: This annexation proposes completing the annexing the rest on the Rights-of-Way to Corbin Rd., as well as create a location for a public work facility.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Provides for the eventual improvement of Hargrave Avenue being classified as Local Roadway and eventually improved as cited in Policy 2 staff comment within this staff report.

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

Staff Comment: Upon site development, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and help to create further pedestrian connections through sidewalks and trails

Policy 38: Plan new development to ensure provision of public services at current Levels of Service (LOS) or the LOS identified in City-adopted master plans.

Staff Comment: The proposed Public Works facility will help sustain current Levels of Service (LOS) and support the LOS established in City-adopted master plans, compared to continued reliance on existing facilities alone. Furthermore, the location of City facilities within the Post Falls jurisdiction is preferred to enhance service delivery and operational effectiveness.

Policy 58: Provide a full range of recreational opportunities and park facilities to Post Falls residents.

Staff Comment: Refer to staff comment in following Policy 63

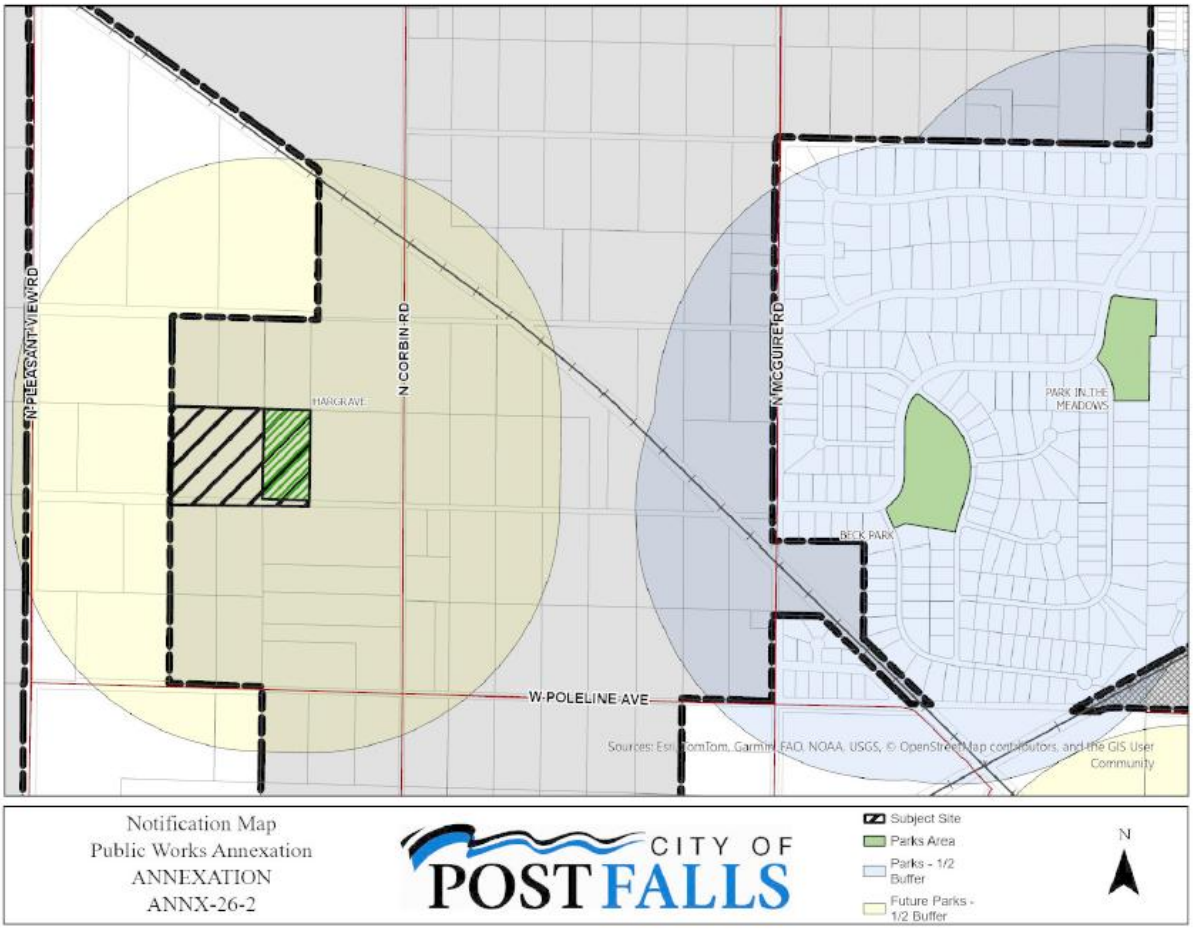
Policy 60: Maintain adopted Levels of Service (LOS) for parks, recreation and open space, and continue to identify opportunities to acquire parkland.

Staff Comment: Land has been acquired being consistent with this policy. Future neighborhoods in the vicinity of this area should be able to bike or walk to this future park assisting maintaining a level of service. See staff comment within following Policy 63.

Policy 63: Ensure Annexations include means to assure the logical extension of Post Falls' parks and open-space system, benefiting adjoining neighborhoods and the overall community.

Staff Comment: This annexation includes land purchased by the City of Post Falls for a future park The map provided below illustrates the ½ mile service area to of the future park space.

Future Park Area Service Area Map (See following image):



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

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

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d'Alene Press
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
Union Pacific Railroad		

PUBLIC PROCESS: On March 31, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Industrial (I) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation dated April 27, 2026, includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation was sent to appropriate jurisdictions on April 17, 2026, and mailed to property owners within 300 feet of the proposed project on April 15, 2026. Notice has been published in the Coeur d'Alene Press on April 17, 2026. The property will be posted by April 24, 2026.

MOTION OPTIONS: The City Council must evaluate the testimony and evidence submitted during the public hearing process and determine if the Council desires to annex the proposed 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) into the City of Post Falls with a zoning request of Industrial (I). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

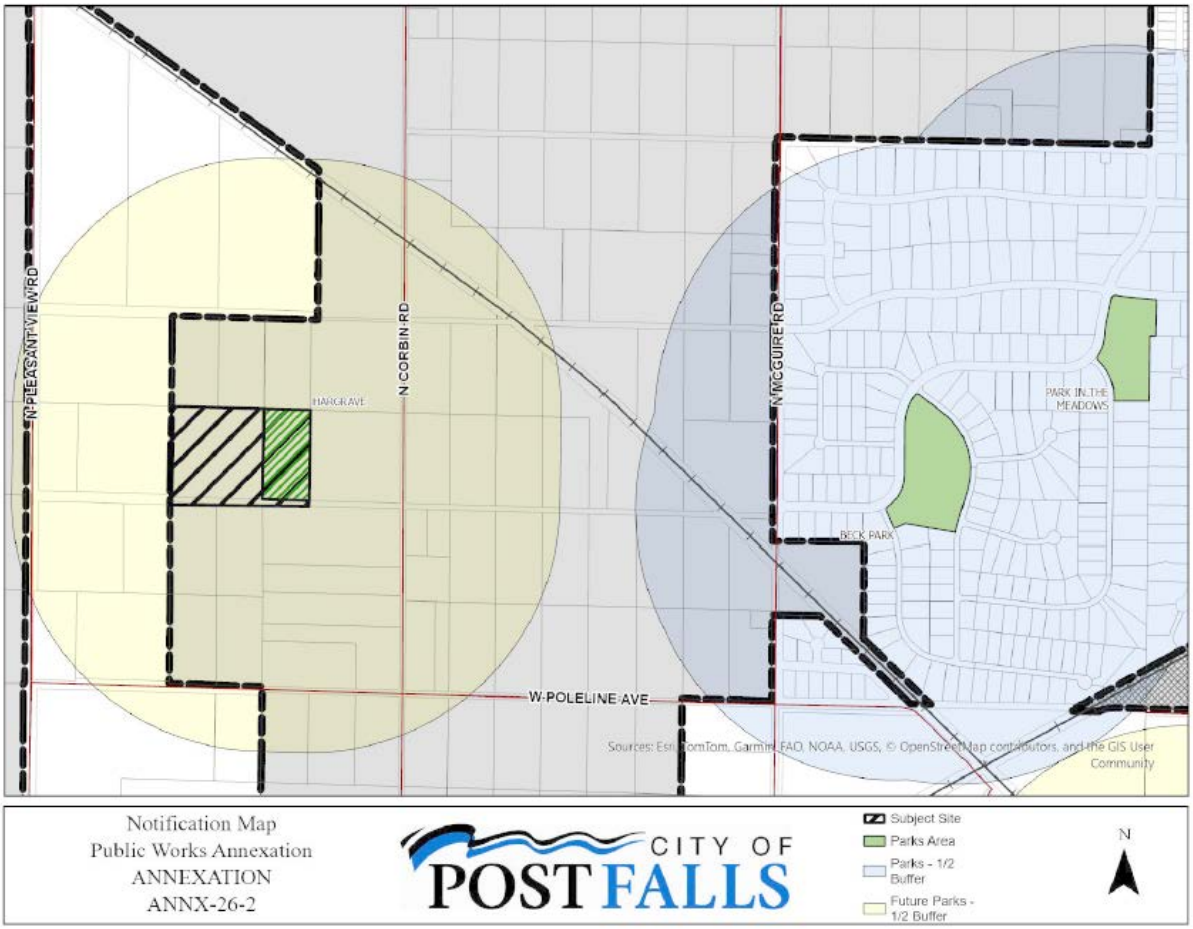
ATTACHMENTS:

Staff Exhibits:

Exhibit S-1 Vicinity Map
Exhibit S-2 Zoning Map
Exhibit S-3 Future Land Use Map
Exhibit S-4 P&Z Minutes
Exhibit S-5 P&Z Zoning Recommendation

Testimony:

Exhibit PA-1 Post Falls School District Comments
Exhibit PA-2 Kootenai County Fire and Rescue Comments
Exhibit PA-3 Phillips 66 Comments
Exhibit PA-4 Department of Environmental Quality Comments
Exhibit PA-5 Post Falls Highway District Comments



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

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

Agencies Notified:

Bonneville Power Administration	City Link	Post Falls Area Chamber
Post Falls Post Office	Post Falls Parks & Rec	Coeur d'Alene Press
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



Project location
Public Works Annexation
ANNEXATION
ANNX-26-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

N

Exhibit S-1



Zoning map
Public Works Annexation
ANNEXATION
ANNX-26-2

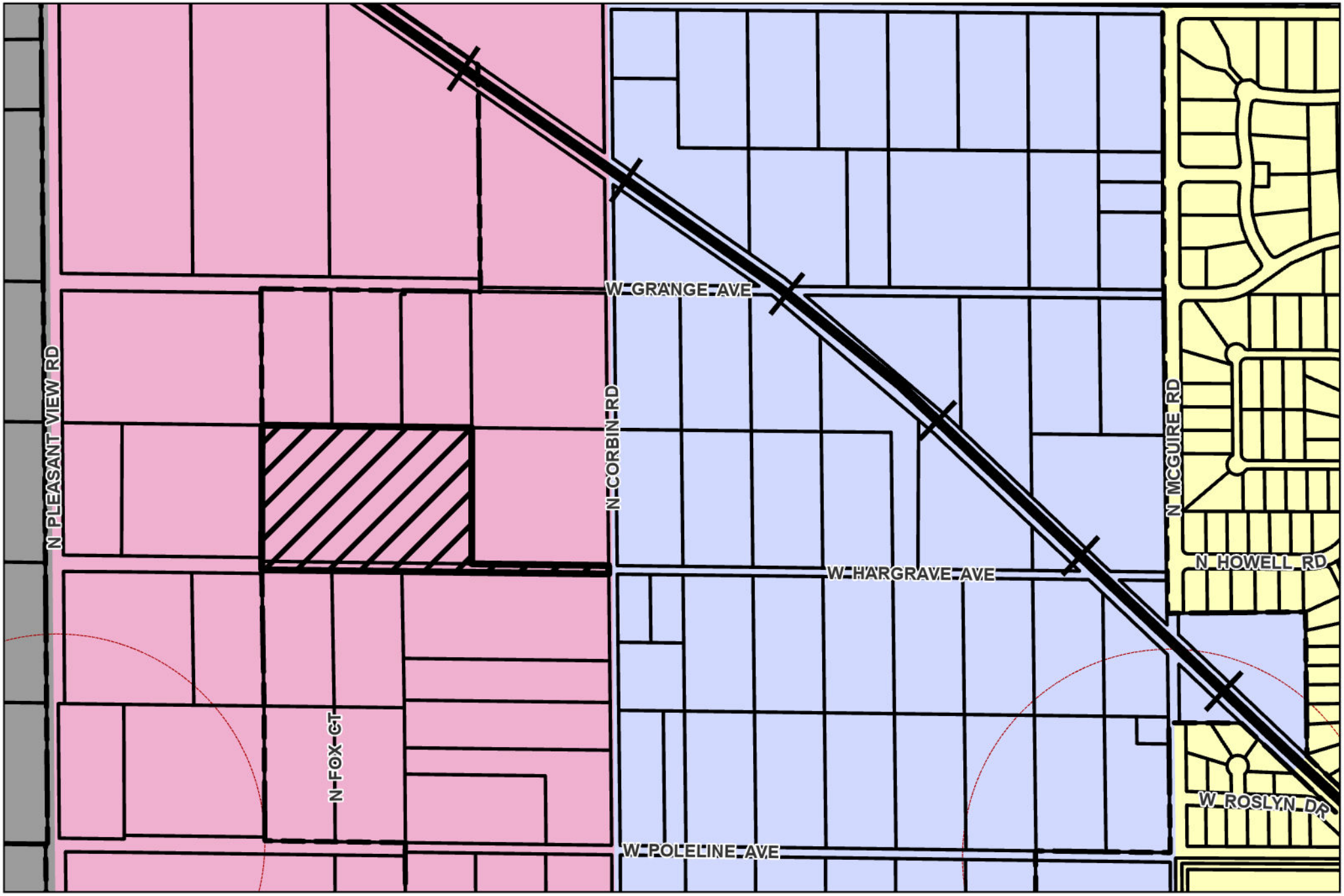
CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site
Zoning

CCS
I
R-1-S
R-1
R-2

N

Exhibit S-2



Future Land Use Designation
Public Works Annexation
ANNEXATION
ANNX-26-2

CITY OF POST FALLS

Post Falls City Boundary
Tax Parcels
Subject Site

Future LandUse Zoning
Low Density Residential
Business/ Industrial

Business/ Commercial
Transitional
Land Use Nodes
Commercial Activity Node

N

Exhibit S-3

ACTION ITEMS:

None

2. CITIZEN ISSUES

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

~~None~~

~~3. UNFINISHED / OLD BUSINESS~~

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

~~ACTION ITEMS:~~

~~None~~

~~4. PUBLIC HEARINGS~~

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

ACTION ITEMS:

a. Public Works Annexation File No. ANNX-26-2

Opened: 5:33 PM

Staff report

Jon Manley, Planning Manager: Presented annexation of approximately 16.04 acres with a recommendation for Industrial zoning to support a future public works facility and park site. Described site location, surrounding industrial zoning, lack of sewer infrastructure, and potential interim septic use. Explained consistency with the Comprehensive Plan, including economic development, infrastructure expansion, transportation connectivity, and park service goals.

Andrew Arbini, Public Works Projects Division Manager: Described the proposed public works facility, including administrative offices, shop space, and operations for streets and water divisions such as snow removal and maintenance.

Applicant

City of Post Falls: Represented by staff.

Testimony - None
Public Hearing Closed: 5:45 PM

Deliberations:
Commissioners discussed the appropriateness of Industrial zoning versus commercial or residential alternatives. Staff explained that commercial zoning would not be viable due to lack of visibility and access, and residential uses would be incompatible with adjacent industrial zoning. Commissioners asked about future infrastructure, including road improvements and septic use, and discussed long-term flexibility such as potential rezoning to public reserve. Commissioners emphasized compatibility with surrounding uses, support for public services, and alignment with growth patterns in the West Prairie area.
Review Criteria:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
Commissioners found the proposal consistent with the West Prairie focus area, which anticipates industrial and commercial uses. The zoning aligns with surrounding industrial properties.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
Commissioners identified consistency with Goal 1 (economic growth) and Goal 7 (land use planning). They also cited policies supporting infrastructure expansion, compatibility, and infill development.

3. Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City?
No adverse impacts were identified. Agencies provided neutral or no-comment responses, and commissioners noted no concerns.

Motion by Commissioner Schreiber to recommend approval of the Post Falls Public Works Annexation file number ANNX-26-2 finding that the requested zoning meets the approval criteria in Post Falls Municipal Code 18.20.100 as outlined in deliberations and directing staff to prepare a zoning recommendation to be provided to City Council.
Second by Commissioner Kimball
Vote: Wilhelm — Yes, Kimball — Yes, Steffensen — Yes, Schreiber — Yes, Floch — Yes,
Motion Carried

b. ~~Fisher Lift Station Annexation File No. ANNX-26-1~~

~~**Opened: 5:52 PM**~~

~~**Staff report**~~
~~Jon Manley, Planning Manager: Presented annexation of 0.51 acres with R1 zoning to support relocation and expansion of the Fisher lift station. Explained surrounding zoning, infrastructure planning, and importance for sewer capacity and future development.~~

~~**Applicant**~~
~~City of Post Falls: Represented by staff.~~

~~**Testimony - None**~~

~~**Public Hearing Closed: 6:00 PM**~~

POST FALLS
SCHOOL DISTRICT #273

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

September 15, 2025

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

Dear Bob,

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

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

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

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

The enrollment status and capacity of each school for the 2025-2026 school year are listed below.

The district will review/revise the current long-range facility plan during the 2027-2028 school year. A copy of the current plan is included with this letter.

Exhibit PA-1

School	2025-2026 Enrollment	Building Capacity
Greensferry Elementary	392	525
Mullan Trail Elementary	321	500
Ponderosa Elementry	440	570
Prairie View Elementary	376	525
Seltice Elementary	372	560
Treaty Rock Elementary	366	525
West Ridge Elementary	428	525
Post Falls Middle School	775	920
River City Middle School	554	750
Post Falls High School	1663	1800
New Vision High School	124	225

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

Sincerely,

Dena Naccarato
Superintendent

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

Kootenai County Fire & Rescue

Fire Marshal's Office

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

January 23, 2025

Nancy Thurwatcher
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Dear Nancy,

Please use the following as a standard response for Kootenai County Fire & Rescue for all applicable "Notice to Jurisdiction" notifications for the period of 1/1/25 through 12/31/25.

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

Respectfully,

Jeryl Archer
Kootenai County Fire & Rescue
Division Chief of Prevention
Fire Marshal

KOOTENAI COUNTY
REGION 1
IDAHO
FIRE & RESCUE

Nancy Thurwachter

From: Martinez, Leo <Leo.Martinez@p66.com>
Sent: Monday, March 16, 2026 8:54 AM
To: Nancy Thurwachter
Subject: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2
Attachments: Exhibit PH-2 NTJ_Public Works ANNX-26-2.pdf

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

Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.
(Response 13286)

Leo Martinez
Associate, Operations Support • Real Estate Services

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 13, 2026 12:43 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns

Nancy Thurwachter

From: DEQ Comments <deqcomments@deq.idaho.gov>
Sent: Friday, March 20, 2026 2:22 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2

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Good Afternoon,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, March 13, 2026 12:43 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; 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 Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens, Dylan

Exhibit PA-4

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, March 16, 2026 7:14 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2

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The PFHD is in support of this proposed annexation and agrees that the city should annex W Hargrave Avenue from the subject parcel to Corbin Rd.

Many thanks,

Jonie Anderson
Post Falls Highway District
5629 E Seltice Way
Post Falls, Idaho 83854

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, March 13, 2026 12:43 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; Mike Patton <Michael.m.patton@p66.com>; Owens,

Exhibit PA-5

From:	Martinez, Leo
To:	Nancy Thurwachter
Subject:	Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2
Date:	Monday, April 20, 2026 10:15:29 AM
Attachments:	image002.png image003.png image004.png Exhibit PH-7 NTJ_Public Works ANNX-26-2_CC.pdf

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Phillips 66 does not have any utilities thin the attached project vicinity.
(Response 13331)

Leo Martinez
Associate, Operations Support • Real Estate Services

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

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Martinez, Leo <Leo.Martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: [EXTERNAL]Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2

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Report Suspicious

Please find attached the Notice to Jurisdictions for Public Works Annexation File No. ANNX-26-2 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

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



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From: Jonie Anderson
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2
Date: Monday, April 20, 2026 11:48:57 AM
Attachments: image003.png

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Good morning,
The PFHD has discussed the proposed annexation with the City's engineer. Both parties believe it is beneficial for the City to annex the proposed area.

Kind regards,

Jonie Anderson
Post Falls Highway District
5629 E Seltice Way
Post Falls, Idaho 83854

p 208.765.3717
contactus@postfallshd.com

From: 'Nancy Thurwachter' via Contact Us <contactus@postfallshd.com>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo

<kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; Lance Kippen <lkippen@olsson.com>; Lee Barns <lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>

Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2

Please find attached the Notice to Jurisdictions for Public Works Annexation File No. ANNX-26-2 that is scheduled for the City Council meeting on May 5, 2026. The draft staff report will be on the city's website shortly.

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

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From: Robert Beachler
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2
Date: Monday, April 20, 2026 1:47:24 PM
Attachments: image001.png

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No Comment from the Idaho Transportation Department.

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; cingle@kcgov.us; Chris Way <cway@kootenaifire.com>; christina@postfallschamber.com; Christine Harmon <christine.harmon@deq.idaho.gov>; cschneider@kec.com <cschneider@kec.com>; Dan Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; 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>; Kate Williams <kwilliams@kmpo.net>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kris Faver (kris.faver@tdstelecom.com) <kris.faver@tdstelecom.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kurt Larson <klarson@kec.com>; Kyle Leatham <kyle.leatham@bnsf.com>; lkippen <lkippen@olsson.com>; Lee Barns

<lee.barnes@tdstelecom.com>; Leo Martinez <leo.martinez@p66.com>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mike Behary <Mbehary@kcgov.us>; 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>; Scott Morton <smorton@republicservices.com>; Serena <serena@carlsonstratcomm.com>; Shawn Magat <Shawn.Magat@tdstelecom.com>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>; Ziply <ID-EWA.SFU.MDU.Engineering@ziply.com>
Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2

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

CITY OF POST FALLS

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From: DEQ Comments
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Public Works Annexation File No. ANNX-26-2
Date: Thursday, April 23, 2026 9:40:21 AM
Attachments: image001.png

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Good Morning,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Friday, April 17, 2026 3:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@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>; cdaconst@avistacorp.com; 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 Rest <drest@hbkengineering.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; 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>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; Jordan Wirth

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Cc: 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@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>; Michael Floch <badger1michaelf@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Public Works Operations Center Scope Modifications

ITEM AND RECOMMENDED ACTION:
Staff request direction from City Council regarding modifications to the scope of the Public Works Operations Center project. Staff recommend increasing the scope of the project to facilitate long-term use of the facility vs. a phased approach. There are two related proposals, one to increase the scope to facilitate streets operations and a second to facilitate the relocation of fleet. Based on this guidance, a revised design contract with Integrus Architecture to incorporate any revised scope will be presented for consideration as a second item on the agenda.

DISCUSSION:
Introduction
During the course of design, it has been determined that additional scope is necessary to create a functional Public Works Operations Center, especially with regard to facilitating relocated Streets operations. Additional funding has also become available. Staff seek direction from Council whether to proceed with additional project scope.

Background:
Public Works 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.
In 2021, City Council adopted a facilities master plan which addresses support facilities citywide and includes shop, storage, and office space for Public Works. This plan included two short-term recommendations for Public Works: 1) purchase property for a future operations center and 2) remodel the streets and fleet facility to accommodate usage for another 15 years. In 2022, the City purchased almost 9.5 acres of property to accomplish the first goal. A design contract was authorized for the interim streets and fleet remodels. However, that effort was found to be cost prohibitive because it would only be used for a maximum of 15 years. In 2024, Council directed staff to conduct a feasibility study of building the operations center sooner than called for in the facilities master plan. The feasibility study was completed in 2025 and indicated that a “bare-bones” facility could be constructed for approximately $11.7M, of which $5.7 would be allocated to the general fund’s facility reserve and the remainder divided between water and wastewater. In 2025, Council also approved a design contract with Integrus Architecture to design the facility discussed in the facility study.
The design contract was based upon the bare-bones concept in the feasibility study. Specifically, this assumed no space for growth would be included and much of the streets equipment, including the sign shop, would remain at the current facility. While the project included full operations facilities for the Water Division, space for future utilities support staff would be built in a future phase. It was also assumed that a road would only be built to either Corbin Road or Pleasant View Road. This was a “proof-of-concept” design that would meet the absolute minimum needs within the funding constraints available at the time. This was viewed as the first phase of constructing the operation center.

New Information
Since the authorization of the design contract, new information has come to light.

1. Per the fund balance policy, at the end of Fiscal Year 25, Finance allocated $2.5M of carryover funds to the facilities reserve fund. This increased the funding available for all facilities projects. Additional funding was also allocated to the vehicle replacement fund.
2. The Seltice Way Rehabilitation project was expected to cost the general fund $3.6M, However, the bid for the project was significantly lower. This results in approximately $1M of additional available funding.
3. Further analysis by the architect group and staff feedback from the streets division indicated it would be beneficial for daily streets operations to be fully conducted out of the operations center. This would include relocating the sign shop and storage for operational supplies beyond simply heated storage. This would improve efficiency as staff would not need to travel between locations for most tasks. This would also allow the lease with the water reclamation fund to be decreased by about 80%.
4. It was recommended to include at least some workspaces for future employees.
5. It was recommended to build all of the utilities administration facilities now, including positions expected in the next three years, to take advantage of combined construction costs and because the utilities funds have sufficient capital to accomplish this work.
6. Significant intersection modifications would be needed to only utilize a connection with Pleasant View. However, building the full road between Pleasant View and Corbin would allow for constructing less intersection improvements at Pleasant View and flexibility during times when Corbin Road has load restrictions imposed by Post Falls Highway District.
7. The cost breakdown between the three funds (general fund, water, and wastewater) was revisited based upon actual space utilization in the new facility. Overall, the allocation to wastewater was found to be higher than originally anticipated, due to the inclusion of the full utilities support staff. Therefore, as a percentage, the general fund and water contributions would decrease.

Taken together, this new information has led to a strong recommendation to include several project components beyond the “bare-bones” project considered in the feasibility study. This would take advantage of constructing more facilities at today’s construction prices and deliver a significantly more useful facility, rather than only a first phase. The additional increase of available funding means other projects would not be delayed. These recommended components are:

- Most operational needs of the Streets division (sign shop, paint truck area, workshop space, some covered storage)
- Full utilities office staff relocation, including space for planned increases
- Road connecting Pleasant View and Corbin Roads

Fleet Consideration
An analysis was also completed on the feasibility of including a fleet facility in the project, again to take advantage of construction at today’s prices and to make use of available funding. This would also maintain the efficiency of having fleet adjacent to the streets division. An approximate cost to add the Fleet components of the project is $2.5 to $3M. To accomplish this without affecting other facilities projects, approximately $1.5M would need to be transferred to the Facilities Fund.

Financial Analysis
The table below shows the cost allocations under the three scenarios discussed above.

Scenario	General Fund	Water	Wastewater	Total
Bare-Bones/Feasibility	$5.7M	$5.2M	$0.8M	$11.7M
Improved Functionality	$7.2M	$6.7M	$2.0M	$15.9M

Include Fleet	$10.0M	$6.7M	$2.0M	$18.8M

These figures are based on an early April cost estimate from the architect. They also include approximately $2.7M for design fees, special inspections, gates, furnishings, IT equipment, and other related project costs. Additionally, part of the cost increases from the feasibility level project are driven by cost escalation. Specifically, prices for mechanical equipment have escalated more rapidly than anticipated due to market factors contributing to a $300,000 increase from the original estimate for these components.

In the long-term, these facilities are necessary for the function of the operations center and, if they are not constructed with this effort, they will need to be revisited in the future. Considering construction costs inflating at a rate of 5% per year, delaying the installation of the $4.2M improved functionality components of the project would result in a cost increase of $2.6M in ten years, or a 63% cost increase. This would require approximately $260,000 above the planned annual facilities funding to avoid impacting other projects. The fleet facility would require an additional $1.6M to $1.8M in ten years. Rent from the general fund to wastewater for the use of the street and fleet facilities is $79,920 per year. The more facilities which are relocated, the less this rental fee would be.

There are several funding sources which could be utilized to mitigate the impact of the increased costs. Specifically, unused funding could be reallocated from the Seltice Way project or funding could be transferred from the vehicle replacement fund to the facilities fund. Transferring the full need of $1.5M from the vehicle replacement fund would leave a balance of approximately $8.3M in the vehicle replacement fund. Additionally, it is recommended that Utilities buy into the property at the same rate they are paying for site development. This would result in a $350,000 payment to the general fund, approximately $280K from water and $70K from wastewater. This would decrease the funding needed to $1.15M.

Recommendation

Staff strongly recommend modifying the project to include the improved functionality components. This takes advantage of available funds with today's construction prices and delivers a significantly more useful facility. Building only the "bare-bones" facility would be an interim step toward relocation of the streets workgroup, but will not fully meet the operational needs of this group and would result in significant operational inefficiencies.

Staff also recommend utilizing available funds to relocate the Fleet division at this time. This would accomplish a long-term need utilizing funding which is available today and which may not be available later if construction prices continue to escalate. If fleet is not relocated at this time, funding will need to be allocated to make some interim improvements for the staff which remain at that facility. This would likely be the purchase and installation of a modular restroom and breakroom facility.
City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 2025 – Design Contract with Integrus
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:

Council approved the items noted above and has directed staff to further pursue relocating Public Works operations to the new property on Hargrave. The February 2025 workshop was informational.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The fiscal impact of this item is embedded in the discussion above.

BUDGET CODE:
General Fund: 011-491.1801.93160
Water: 753-462.3325.95520
Water Reclamation: 651-463.3100.95520

ATTACHMENTS:
1. 050526 Operations Center Council Presentation

Public Works Operations Center



John Beacham, Public Works Director

May 5, 2026 City Council Meeting

CITY OF POST FALLS

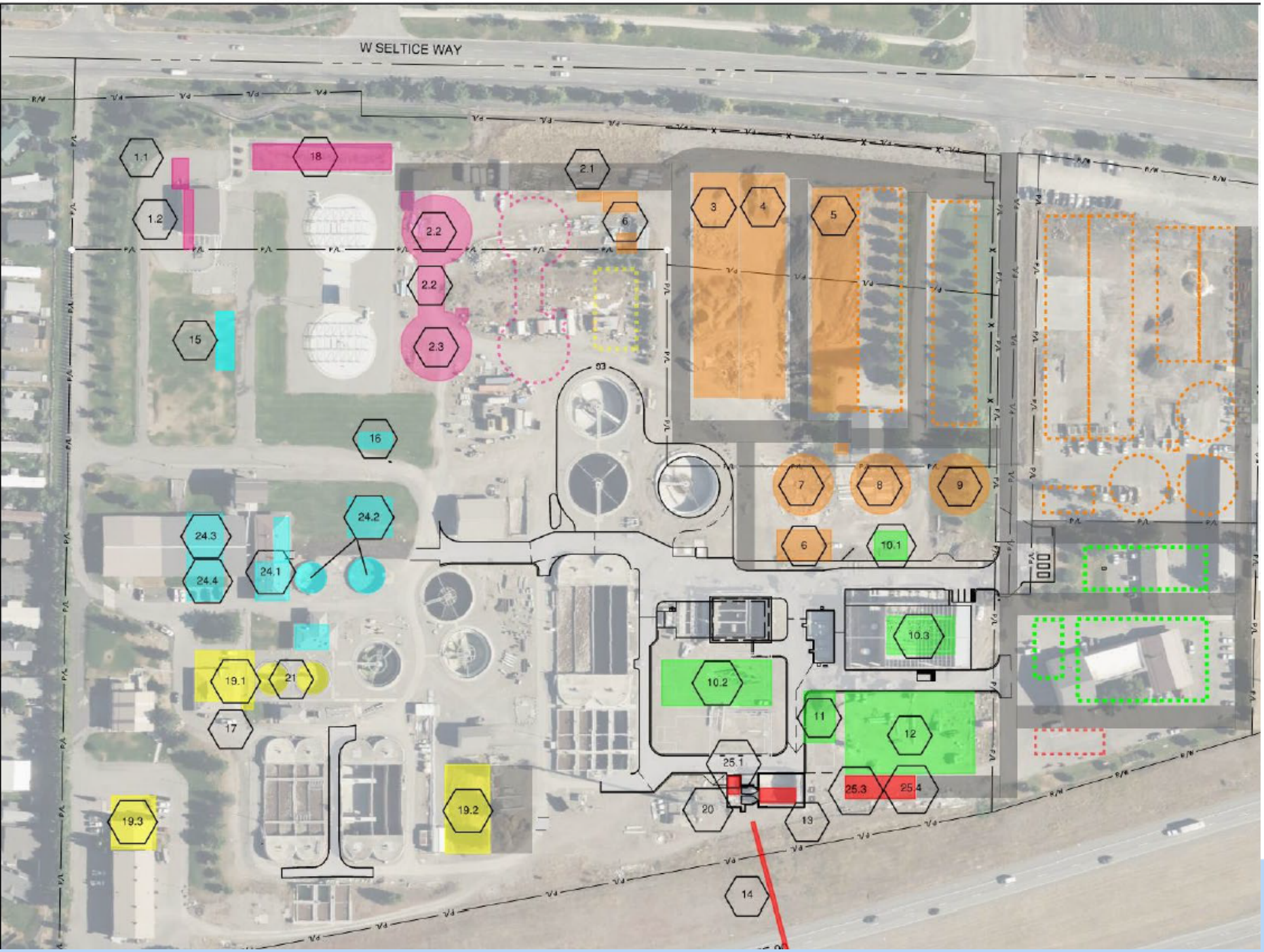
Overview

- Background
- Design Updates
- Recommended Design
- Fleet
- Questions/Discussion

Public Works Facilities

- Housed at Water Reclamation Facility
- Water, Streets previously at what is now Parks Facility on 3rd

- Water Shop
- WRF Admin/Support
- Streets Admin, Shops
- Fleet Admin, Shop



The Situation

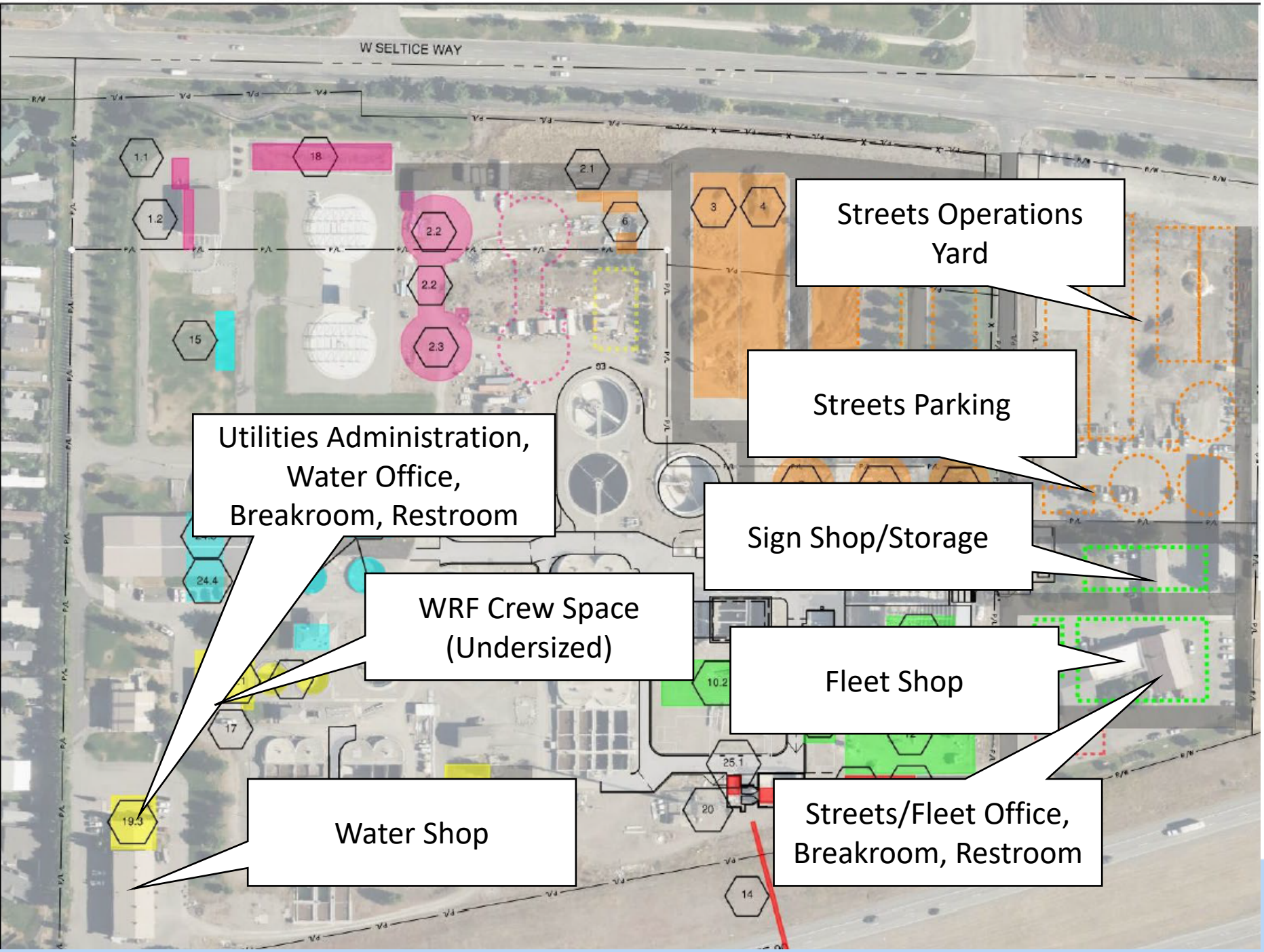
Solid Boxes in 20-year WRF Facility Plan

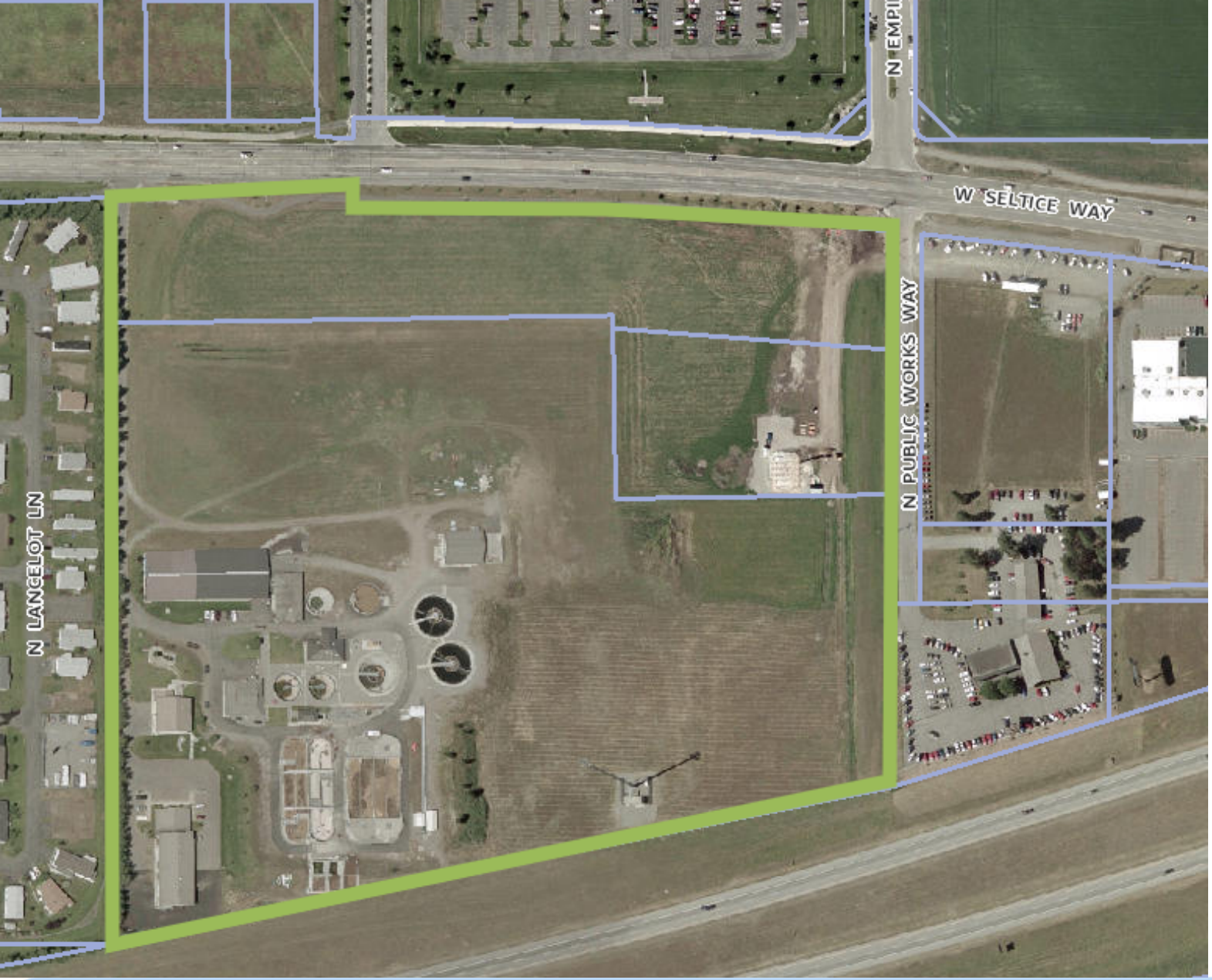
Remainder is to be used for staging, spoils, etc. during construction

CITY OF POSTFALLS

The Situation

Solid Boxes in 20-year WRF Facility Plan





2005

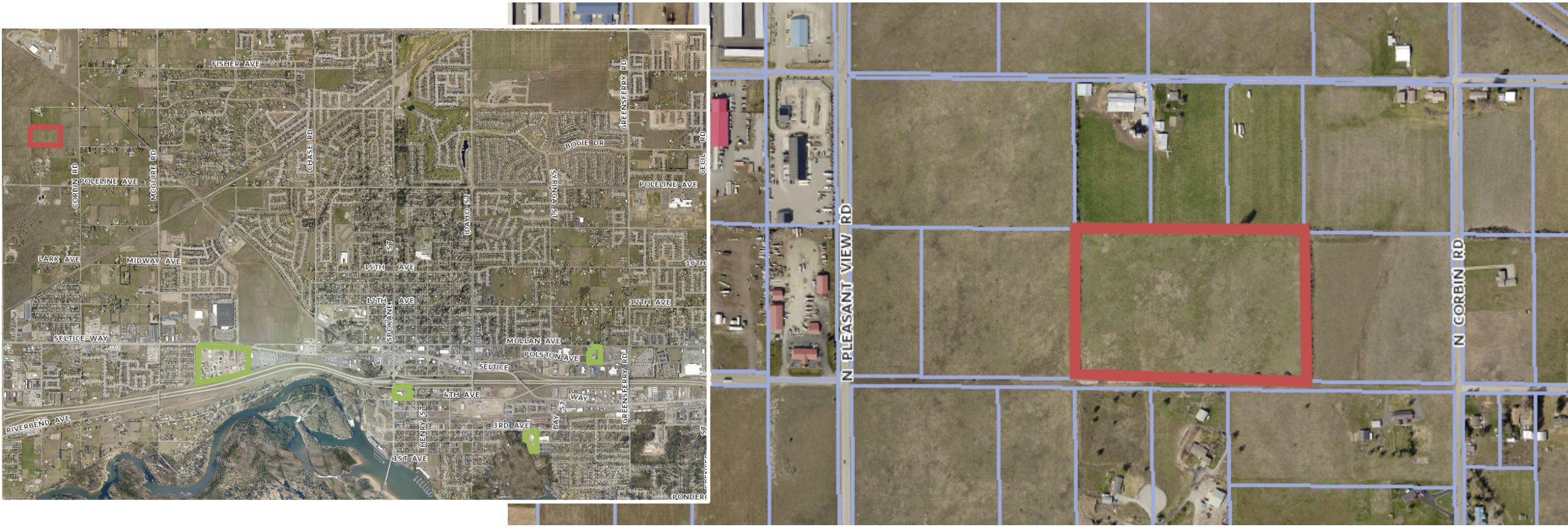


2015



2025

The Proposed Solution



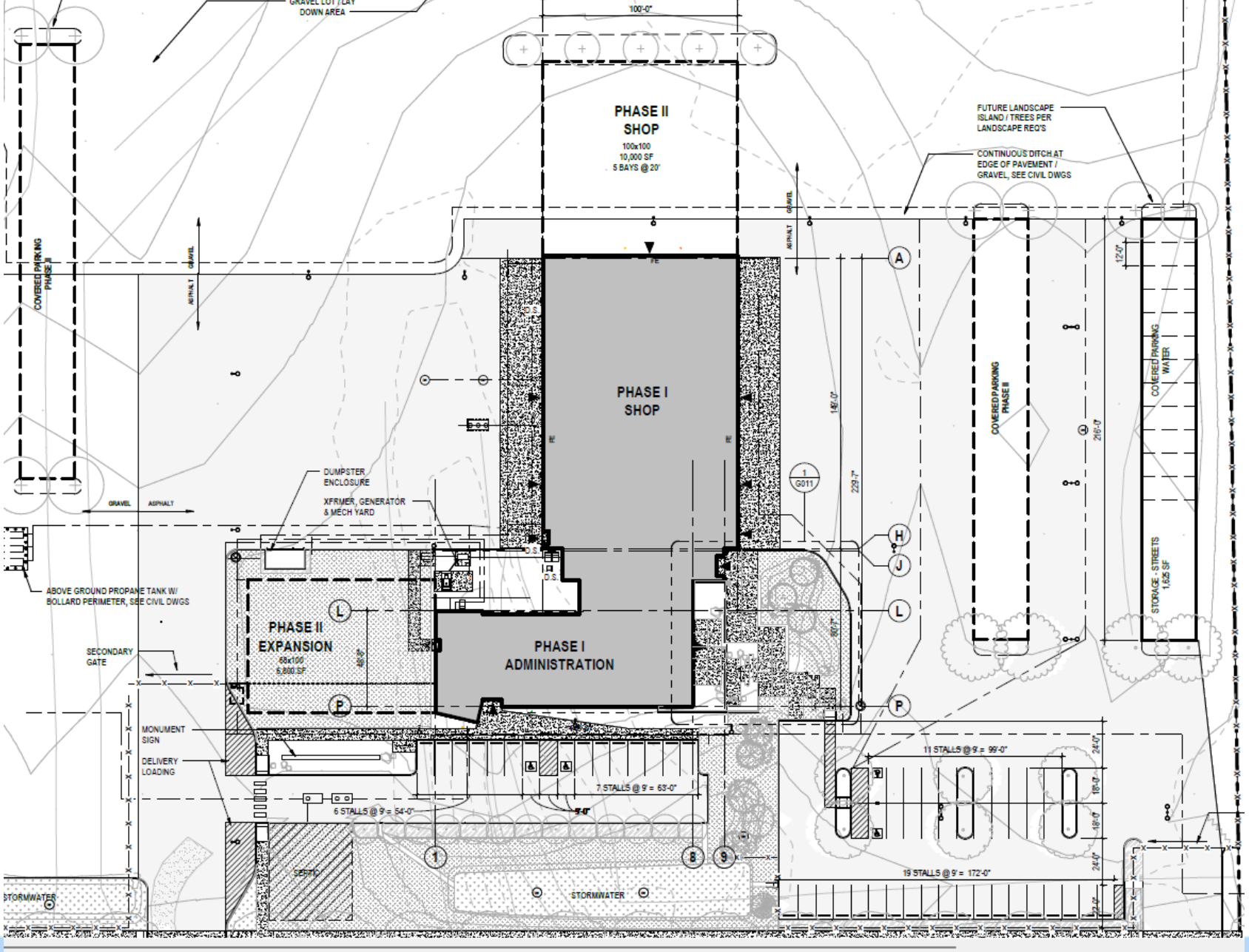
Where We've Been

- Design Contract 2025
- Starter Facility
  - Design and build to $8M bid cost
  - Develop site
  - Expand later (sooner)
  - Road in one direction

- What that looks like
  - Water operations relocates fully
  - Streets Operations separated
  - Office space limited
  - Crew space developed (difficult to expand later)
  - More issues created than solved
  - Limited site access (or expensive improvements)

Where We've Been

- Design incorporates:
  - Daily Streets Operation
    - Includes improvements over current situation
  - Full Utilities and Water relocation
    - Including 5-year plan for staff
  - Moderate allocation for growth (10%)
  - Road from Pleasant View to Corbin
  - Backup generator


PHASE II
SHOP
100x100
10,000 SF
5 BAYS @ 20'
FUTURE LANDSCAPE
ISLAND / TREES PER
LANDSCAPE REQ'S
CONTINUOUS DITCH AT
EDGE OF PAVEMENT /
GRAVEL, SEE CIVIL DWGS
PHASE I
SHOP
COVERED PARKING
PHASE II
COVERED PARKING
PHASE II
COVERED PARKING
WATER
STORAGE - STREETS
1,625 SF
DUMPSTER
ENCLOSURE
XFRMER, GENERATOR
& MECH YARD
ABOVE GROUND PROPANE TANK W/
BOLLARD PERIMETER, SEE CIVIL DWGS
PHASE II
EXPANSION
68x100
6,800 SF
PHASE I
ADMINISTRATION
SECONDARY
GATE
MONUMENT
SIGN
DELIVERY
LOADING
7 STALLS @ 9' = 63'-0"
6 STALLS @ 9' = 54'-0"
11 STALLS @ 9' = 99'-0"
19 STALLS @ 9' = 172'-0"
SEPTIC
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STORMWATER
GRAVEL
ASPHALT
GRAVEL LOT / LAY
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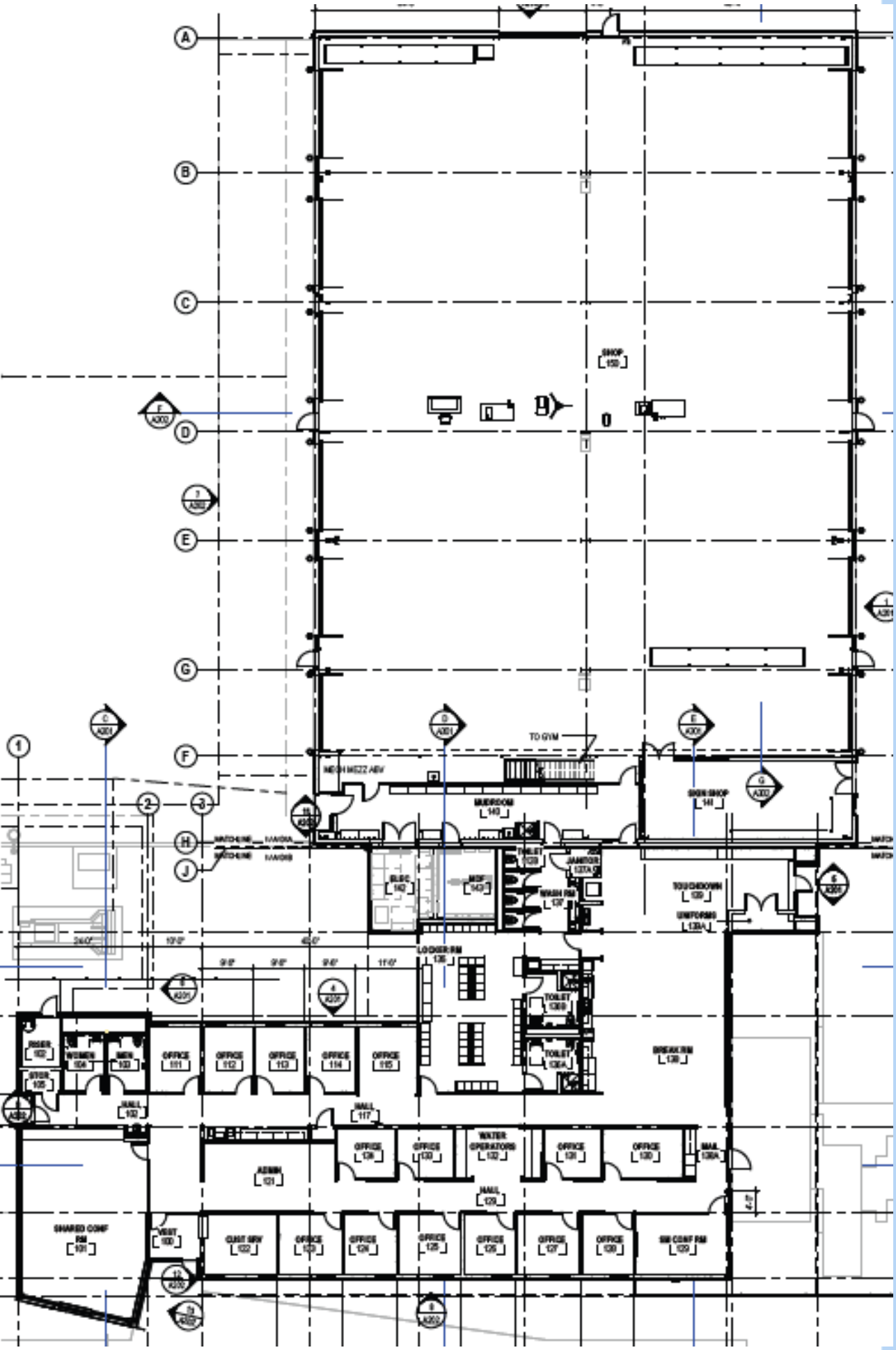
229'-7"
216'-0"
80'-7"
40'-0"
12'-0"
24'-0"
18'-0"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OFFICE
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OFFICE
126
OFFICE
127
OFFICE
128
SM CONF RM
129


Shared Admin
Future
Water
Streets & Fleet
Shared Admin Space
Breakroom, Locker Room, Restrooms, Mudroom
Sign Shop
Streets Shop and Parking
Water Shop

INTEGRUS

RENDERINGS



INTEGRUS

KITCHEN OPENING TO HALL



CITY OF POSTFALLS

Financial

- New Information
  - Facilities Funding:
    - Added $2.5M at end of FY25, per fund balance policy
      - Not in financial model
    - Budgeted $4M transfer from vehicle replacement fund
  - Other Funds: Added $2.5M to vehicle replacement fund, Seltice Rehab project significantly under estimate

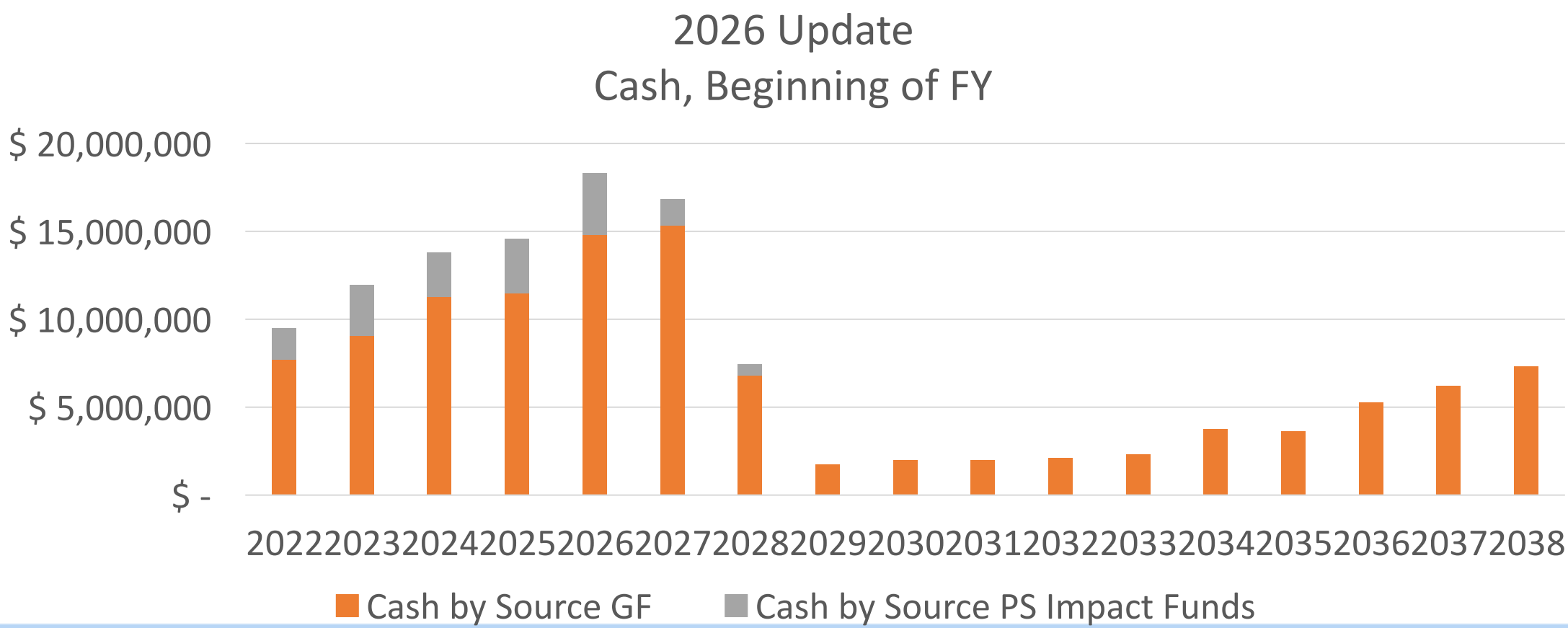
Financial

- New Information
  - Updated cost estimate 4/8/26 - **$13.2M Bid**
    - Mechanical equipment inflation
    - Backup generator
    - Required landscaping
    - Full road
    - Escalation to mid-point of project
    - Targeting mid-point of bids
  - With other costs (architect, furnishings, gates, etc): **$15.9M Total**

Financial
Updated Cost Allocations

Scenario	General Fund	Water	Wastewater	Total
Feasibility	$5.7M	$5.2M	$0.8M	$11.7M
Recommended Design	$7.2M	$6.7M	$2.0M	$15.9M

Financial
Impact on Facilities Fund



Financial
Impact on Facilities Fund

- Assumes continued funding, increased by $120K per year
- Included other short term major projects:
  - Police Expansion in FY27 ($13M)
  - Parks Office in FY29 ($2.2M)
  - City Hall in 2030 ($3M)
- Updated fund balances as of start of fiscal year, budgeted transfer

Recommendation

- Approval requested to proceed with designed plans
  - Construct functional replacement facility today vs. phased future projects
  - Utilize funds now vs. escalated future prices
  - Address long-term need while funding is available

- Recommended additional funding:
  - Utilities buy proportionate share of land from general fund ($350K)
  - Use a portion of Seltice Way savings toward streets portion ($1M)
  - Decrease cost by ~$360K by removing 1/3 of streets shop
    - Less functional, does not meet long-term needs.

Let’s talk about Fleet

- Currently, Fleet will remain at WRF
  - Rental is ~20% of Streets fee
  - Operations will be impacted
    - Trailer equipment vs. walk to inspect
    - Travel time and coordination
  - Fleet will require interim improvements for crew space (breakroom, restroom).

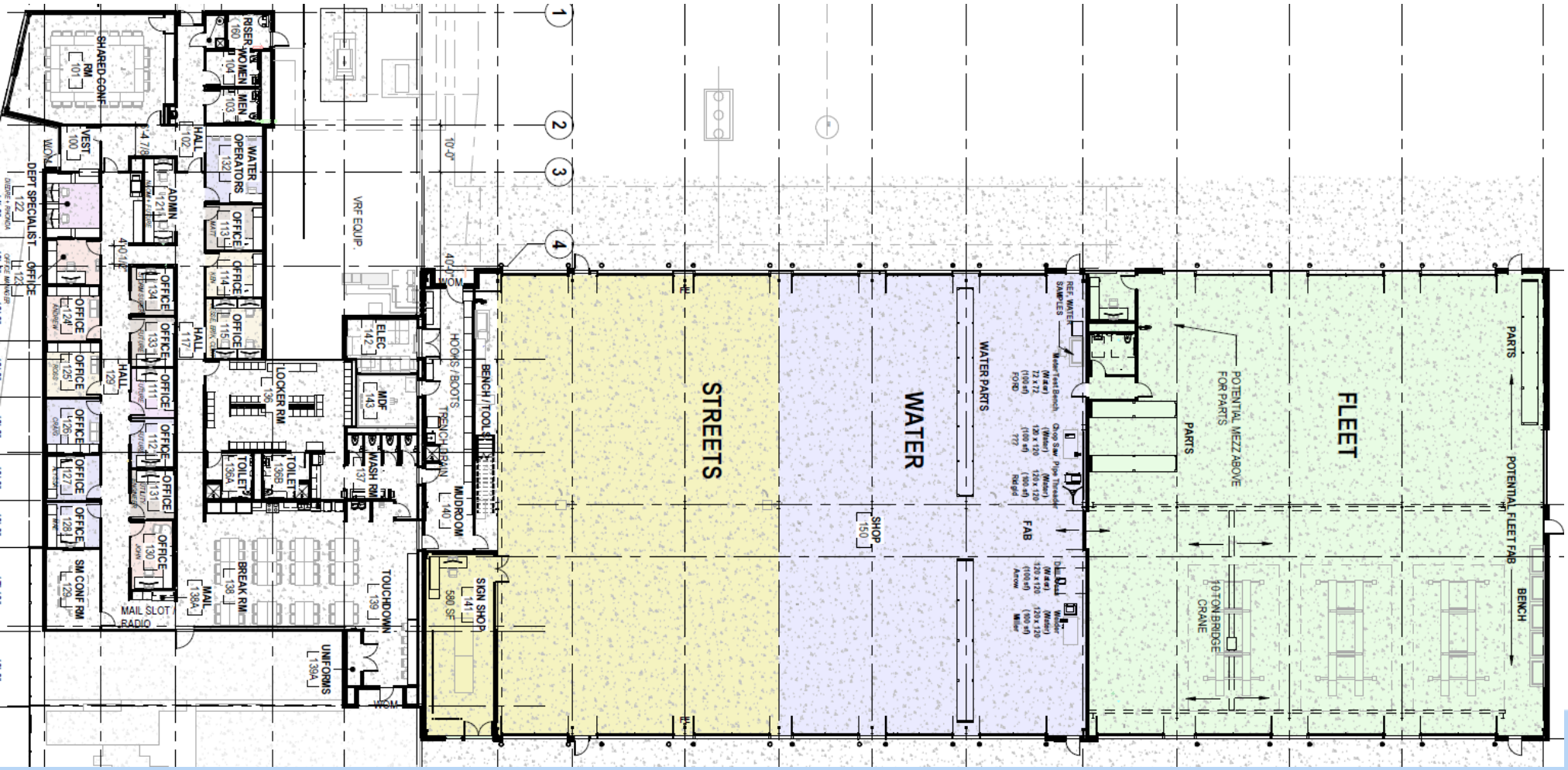
Let’s talk about Fleet

Opportunity to move Fleet to PWOC

- General Fund operations end at WRF
- Pay today’s costs, not escalated future costs
- Operations streamlined
- Efficiency of one project

- Cost estimate ~$2.5 - $3.0M
  - 3 Pull-Through Bays
  - Crane
  - Office, Parts Storage, Restroom
  - Crew uses PWOC support space as designed

Let’s talk about Fleet

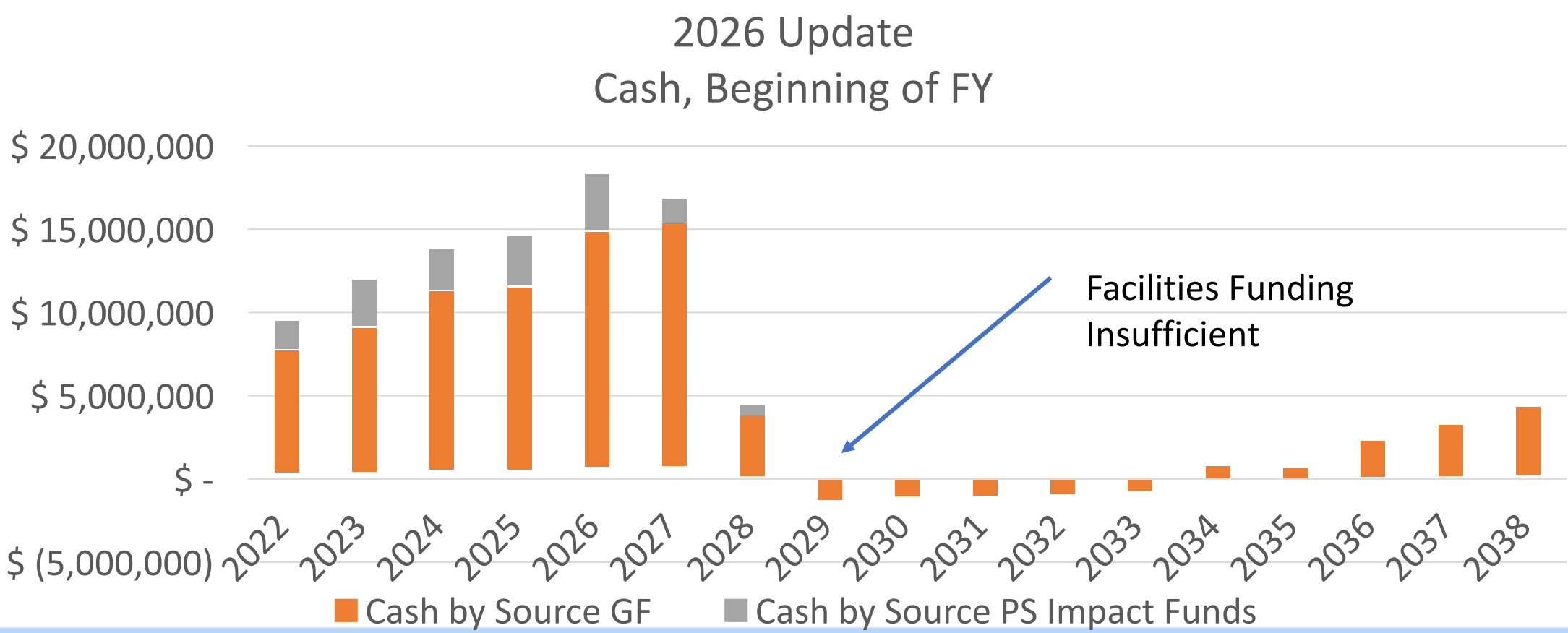


Conceptual Layout

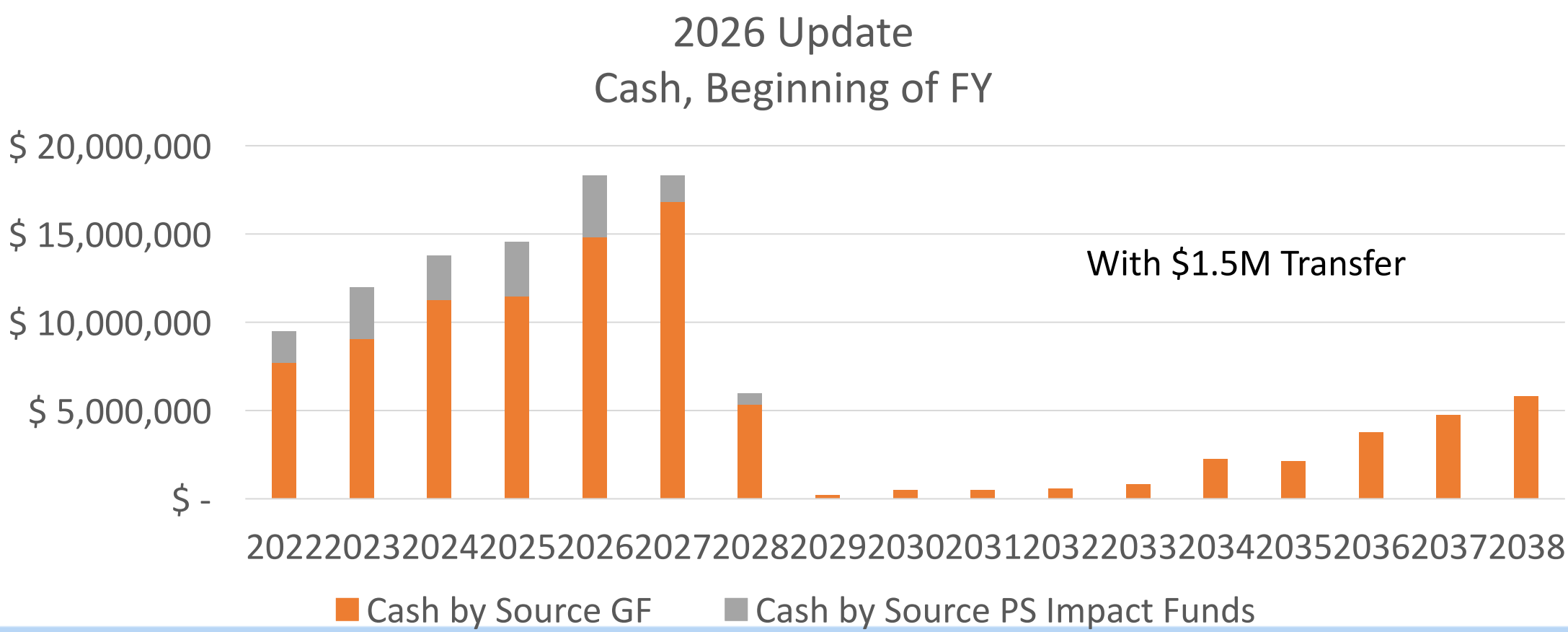
Financial with Fleet

- Project Costs
  - Cost estimate 4/8/26 - **$15.7M Bid**
  - With other costs (architect, furnishings, gates, etc): **$18.7M Total**

Financial
Impact on Facilities Fund with Fleet



Financial
Impact on Facilities Fund with Fleet



Financial
Updated Cost Allocations with Fleet

Scenario	General Fund	Water	Wastewater	Total
Feasibility	$5.7M	$5.2M	$0.8M	$11.7M
Recommended Design	$7.2M	$6.7M	$2.0M	$15.9M
With Fleet	$10.0M	$6.7M	$2.0M	$18.8M

Vehicle Replacement Fund

- Balance at start of year: $15.1M
- FY26 Budgeted Items
  - $1.7M Purchases
  - $4M Transfer
  - $500K Deposit
- Expected ending balance: $9.8M

- Book value annual replacements are ~$2.1M

Recommendation

- Approval requested to proceed with Fleet Shop
  - Construct functional replacement facility today vs. phased future projects
  - Utilize funds now vs. escalated future prices
  - Address long-term need while funding is available

- Suggested alternative funding:
  - Transfer from Vehicle Replacement Fund
  - Use a portion of Seltice Way savings ($1M)

Guidance Sought:

- Build recommended facility (yes/no)
- Build fleet facility (yes/no)
- Funding:
  - Pursue utilities buy-in of property (yes/no)
  - Utilize Seltice rehabilitation funding reallocation (what amount/no)
  - Utilize vehicle replacement funding (what amount/no)



Questions

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Public Works Operations Center - Integrus Contract Amendments

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ITEM AND RECOMMENDED ACTION:
In the prior agenda item, staff requested direction from City Council regarding modifications to the scope of the Public Works Operations Center project. Based on this guidance, a revised design contract with Integrus Architecture to incorporate any revised scope is presented for consideration as a second item on the agenda.

If the scope of the project is to be adjusted, staff recommend amending the contract with Integrus Architecture accordingly.

DISCUSSION:
Background:
This item addresses any necessary changes to the design contract for the Public Works Operations Center based on the guidance provided in the prior agenda item. Integrus' design contract was based upon the bare-bones concept in the feasibility study. If modifications are made to the project scope, the design contract will also need modification.

Proposals
Integrus has provided two proposals – one to incorporate the elements for a more complete and functional facility and a second to add the relocation of the fleet shop to the project. Integrus originally based their fee on a percentage of the estimated project bid. In the initial contract, a percentage of 8.25% was used. The additional services proposal lowers this percentage to reflect efficiencies in adding to an existing project. The fleet proposal is based on a reduced percentage of 8.05% applied to the expected cost of the fleet addition, again to reflect efficiencies in having some work already completed.

Recommendation
Staff recommend amending the contract to match the guidance provided by council in terms of project scope.
City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
August 2025 – Design Contract with Integrus
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:
Council approved the items noted above and has directed staff to further pursue relocating Public Works operations to the new property on Hargrave. The February 2025 workshop was informational.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The fiscal impact of amending Integrus' fee is included in the project cost estimates discussed in the prior agenda item. The cost implications of the amended contract options are shown below.

	Additional Fee	Total Design Fee
Existing Scope	--	$721,707
Recommended Additions	$116,319	$838,026
Fleet Scope Additions	$103,373	$941,399

Costs will be apportioned as follows:
45% facilities fund, 42% water, 13% wastewater for the main project.
100% facilities fund for the fleet project.

BUDGET CODE:
General Fund: 011-491.1801.93160
Water: 753-462.3325.95520
Water Reclamation: 651-463.3100.95520

ATTACHMENTS:
1. 050526 Operations Center Council Presentation Integrus Contract
2. Post_Falls_Operations_Additional_Services_Fee_Proposal_R1_260424-OptionWithoutFleet
3. Post_Falls_Fleet_Shop_Additional_Services_Fee_Proposal_R2_260427-OptionWithFleet

Public Works Operations Center
Integrus Contract Modifications

John Beacham

Public Works

May 5, 2026

City Council Meeting



Presentation Note

- Decisions in this action will be informed by the previous presentation.

Financial Impact

	Additional Fee	Total Design Fee
Existing Scope	--	$757,792
Recommended Additions	$116,319	$838,026
Fleet Scope Additions	$103,373	$941,399

Scope Modification Notes

- Integrus fee originally based on percentage of estimated project cost
- Integrus decreasing percentage due to efficiencies of design
- Unneeded design elements to be removed from scope

Recommendation

- Staff recommends amending the design contract to match the guidance provided in the prior agenda item.

Questions?



INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

April 24, 2026

Mr. John Beacham
Public Works Director
City of Post Falls

RE: Additional Services Request, Public Works Operations Facility (22418.00)

Dear Mr. Beacham:

We are writing to request approval for additional professional services compensation for the Post Falls Public Works Operations Facility project. This request results from the expanded project scope and the increase of the Maximum Allowable Construction Cost (MACC. The increased scope and the time required for review and approval of the program changes has also extended the project schedule by approximately three months.

The following summarizes the basis for this request, the specific scope adjustments, and the revised compensation.

BASIS FOR REQUEST

During the Schematic Design and Design Development phases, the project scope was refined and expanded beyond the program established in the original feasibility study to include additional scope originally intended for future phases. Based on our recent pricing efforts and scope discussions the MACC increased from $8,500,000 to $13,262,000, reflecting the expanded building program and site requirements. The Basic Services fee percentage has been reduced in recognition of efficiencies gained in scaling the existing design and is reflected in the compensation below.

In addition, the following adjustments have been made to the Additional Task Based Services included in the original contract:

- The Early Site Package (AS3) has been removed. The early site package approach will not be used for this project.
- The ROW Annexation allowance (AS8) has been reduced from $15,000 to $3,500, reflecting a reduced scope of annexation work.
- The Hargrave Road Extension Design (AS10) has been increased from $32,000 to $40,000. AHBL Civil Engineering has increased their design fee to account for the Schedule C roadway design addition extending east to Corbin Road.
- MEP basic services adjustments by MW Engineers are covered within the revised Basic Services fee. No separate MEP adjustment is required.

- All Other Services, including Civil On-site System Design, Landscape Architecture, Telecom/Low Voltage, and Cost Estimation, remain unchanged.

COMPENSATION

Compensation continues to be billed on a percent-complete basis by phase, consistent with the original contract. CA and Closeout at 29% continues to be reduced for the future CA Phase from Basic Services.

Compensation for Scope of Services

The revised fee for Basic Services is based on the revised $13,264,000 MACC at $919,712.50, an increase of $218,462.50 from the original Basic Services fee of $701,250

Other Services and revised Task Based Services total $180,030, a net reduction of $38,790 from the original $218,820. This reduction reflects the following changes:

- Early Site Package: Removed (Credit $34,940)
- ROW Annexation Allowance: Reduced from $16,500 to $3,850 (Credit $12,650)
- Hargrave Road Extension Design: Increased from $35,200 to $44,000 (Addition $8,800)

See the attached revised Fee Matrix (Exhibit E) for complete fee detail.

Reimbursable Expenses

Reimbursable expenses remain unchanged.

Estimated Reimbursable Expenses	$5,000.00

FEE SUMMARY

Current Design Contract Value (W/O CA):	$721,707.00
Revised Design Contract Value (W/O CA):	$838,026.00
ADDITIONAL DESIGN PHASE SERVICES FEE REQUESTED:	**$116,319.00**

If you agree with the terms stated herein, please send a contract amendment for signature. Please feel free to call if you have any questions concerning this request. Thank you for the continued opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA

Architect | Associate Principal

pc: Pam Costello, Integrus.

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

Exhibit E
FEE Matrix

Post Falls Operations Center — **22418.00**
City of Post Falls — **February 27, 2026**

BASIC SERVICES PERCENTAGE

		MACC		% FEE	FEE AMOUNT
I. Basic Services Fee percentage	Building and Site	**11,425,000**	**X**	**8.05%**	$919,713
				Adjustment Line	*$0*
-				**TOTAL BASIC SERVICES FEE**	**$919,713**
				- Basic Services CA FEE	**-$266,716.63**

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~~	**Allowance**
AS6.	*Construction Administration	Allowance	137,467	49,699	47,850	14,301	43,900	3,000		109,051	109,051	~~296,217~~	**Future CA**
AS7.	*Record Drawings (CA Phase)	Allowance	6,250	1,600	2,450	2,450	2,000	1,500		8,400	9,240	~~17,090~~	**$ 323,573**
AS8.	ROW Dedication	Allowance					3,500			3,500	3,850	3,850	
AS9.	Topographic and Boundary Survey	Lump Sum					7,500			7,500	8,250	8,250	
AS10.	Hargrave Road Extension Design	Lump Sum					40,000			40,000	44,000	44,000	
AS11.	Water Main Extension	Lump Sum					12,000			12,000	13,200	13,200	
	TOTAL ADDITIONAL TASK BASED SERVICES		**204,937**	**55,479**	**55,125**	**27,531**	**116,600**	**5,700**	**-**	**204,956**	**214,546**	**116,450**	
	TOTAL OTHER SERVICES & ADDITIONAL TASK BASED SERVICES		**204,937**	**55,479**	**55,125**	**36,431**	**123,500**	**28,500**	**19,200**	**262,756**	**278,126**	**180,030**	

*CA under separate future contract

Basic Services + Other Basic Services + Additional Task Based Services	$833,026
Estimated Reimbursable Expenses	$5,000
TOTAL CONTRACT VALUE W/O CA	**$838,026**

10 S. Cedar Street, Spokane, WA 99201
117 S. Main Street, Suite 100, Seattle, WA 98104
707 SW. Washington Street, Suite 1200, Portland, OR 97205

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

April 24, 2026

Mr. John Beacham
Public Works Director
City of Post Falls

RE: Additional Services Request No. 2, Fleet Shop Addition, Public Works Operations Facility (22418.00)

Dear Mr. Beacham:

We are writing to request approval for additional professional services compensation for the Post Falls Public Works Operations Facility project. This proposal supersedes the previous additional services request should the fleet facility move forward.

BASIS FOR REQUEST

During the Schematic Design and Design Development phases, the project scope was refined and expanded beyond the program established in the original feasibility study to include additional scope originally intended for future phases. Based on our recent pricing efforts and scope discussions the MACC increased from $8,500,000 to $16,264,000, reflecting the expanded building program and site requirements. The Basic Services fee percentage has been reduced in recognition of efficiencies gained in scaling the existing design and is reflected in the compensation below.

The City has also requested the addition of a Fleet maintenance shop to the Public Works Operations Facility campus in addition to inclusion of scope originally intended for a future project phase. The Fleet shop scope includes architectural, structural, and MEP design services with minor Civil revisions for grading and redesign of oil/water separator infrastructure.

COMPENSATION

Compensation shall continue to be billed on a percent-complete basis by phase, consistent with the original contract. CA and Closeout at 29% continues to be reduced for the future CA Phase from Basic Services.

Compensation for Scope of Services

The revised fee for Basic Services is based on the revised $16,264,000 MACC at $1,044,488, an increase of $343,238 from the original Basic Services fee of $701,250

Other Services and revised Task Based Services total $216,990

- Early Site Package: Removed (Credit $34,940)
- ROW Annexation Allowance: Reduced from $16,500 to $3,850 (Credit $12,650)
- Hargrave Road Extension Design: Increased from $35,200 to $44,000 (Addition $8,800)
- Additional Cost Estimation Required, increase to $25,080 total. (Addition $3,960)
- Civil – Additional cost for fleet shop coordination $6,500
- MEP – Additional fee for design of specialty Fleet Exhaust system $25,850

See the attached revised Fee Matrix (Exhibit E) for complete fee detail.

Reimbursable Expenses

Reimbursable expenses remain unchanged from the current contract.

FEE SUMMARY

Current Design Contract Value (W/O CA):	$721,707.00
Additional Services — Scope Expansion:	$116,319.00
Additional Services — Fleet Shop Addition:	$103,373.00
ADDITIONAL DESIGN PHASE SERVICES FEE REQUESTED:	**$219,692.00**

If you agree with the terms stated herein, please send a contract amendment for signature. Please feel free to call if you have any questions concerning this request. Thank you for the continued opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

Steven Clark, AIA
Architect | Associate Principal

pc: Pam Costello, Integrus.

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

Exhibit E
FEE Matrix

Post Falls Operations Center **22418.00**
City of Post Falls **REVISED** **April 24, 2026**

BASIC SERVICES PERCENTAGE

		MACC	% FEE	FEE AMOUNT
I. Basic Services Fee percentage	Building and Site	**16,264,000**	**6.42%**	$1,044,488
			Adjustment Line	*$0*
-			**EXISTING BASIC SERVICES FEE**	**$701,250**
			ADDED BASIC SERVICES FEE	**$343,238**
			- Basic Services CA FEE	**-$325,079**

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							22,800	22,800	25,080	25,080
11.	Fleet Exhaust Design	Lump Sum			19,850	3,650				23,500	25,850	25,850
12.	Civil - Fleet Shop Coordination	Approach					6,500			6,500	7,150	7,150
	TOTAL OTHER SERVICES		**-**	**-**	**19,850**	**12,550**	**13,400**	**22,800**	**22,800**	**91,400**	**100,540**	**100,540**

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~~	**Allowance**
AS6.	*Construction Administration (Future)	Allowance	152,850	71,878	68,652	14,301	43,900	3,000		129,852	129,852	~~354,580~~	**Future CA**
AS7.	*Record Drawings (CA Phase)	Allowance	6,250	1,600	2,450	2,450	2,000	1,500		8,400	9,240	~~17,090~~	**$ 381,936**
AS8.	ROW Dedication	Allowance					3,500			3,500	3,850	3,850	
AS9.	Topographic and Boundary Survey	Lump Sum					7,500			7,500	8,250	8,250	
AS10.	Hargrave Road Extension Design	Lump Sum					40,000			40,000	44,000	44,000	
AS11.	Water Main Extension	Lump Sum					12,000			12,000	13,200	13,200	
	TOTAL ADDITIONAL TASK BASED SERVICES		**220,320**	**77,658**	**75,927**	**27,531**	**116,600**	**5,700**	**-**	**225,757**	**235,348**	**116,450**	
	TOTAL OTHER SERVICES & ADDITIONAL TASK BASED SERVICES		**220,320**	**77,658**	**95,777**	**40,081**	**130,000**	**28,500**	**22,800**	**317,157**	**335,888**	**216,990**	

*CA under separate future contract

Basic Services + Other Basic Services + Additional Task Based Services	$936,399
Estimated Reimbursable Expenses	$5,000
TOTAL CONTRACT VALUE W/O CA	**$941,399**

10 S. Cedar Street, Spokane, WA 99201
117 S. Main Street, Suite 100, Seattle, WA 98104
707 SW. Washington Street, Suite 1200, Portland, OR 97205

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Police Department Parking Lot Improvements, Recommendation to Award

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ITEM AND RECOMMENDED ACTION:
City Council approves the recommendation of award for the Police Department Parking Lot Improvement project to Interstate Concrete and Asphalt Company and authorizes the mayor to sign the Notice of Award and authorizes City staff to move forward with the execution of contract documents.

DISCUSSION:
The city opened bids for the Parking Lot Improvements project on April 14, 2026. The city received nine bids. The low bid of $801,147.74 was submitted by Interstate Concrete and Asphalt Company. The engineer's estimate for construction was $937,335. City Staff recommend the construction contract be awarded to Interstate Concrete and Asphalt Co., as the lowest, responsive bidder.

Additional secured and public parking space is needed at the Police Department campus. This need was outlined in the 2021 Facilities Needs Assessment and subsequently, the City purchased roughly 2 acres of property, east of the Police Department Headquarters. This property was purchased to address future expansions, including additional parking needs. This project will expand the secured and public parking areas and will include the number of future parking stalls that are anticipated to be required at the time of the future expansion of the headquarters building. Notable elements of the parking lot project include secure and public parking spaces, site lighting, stormwater utilities and frontage improvements. Additionally, space for a future building pad is included in the parking lot improvements.

Project completion is anticipated by fall 2026. City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
May 6, 2025 – Design services agreement for The Police Department Parking Lot Improvements

APPROVED OR DIRECTION GIVEN:
City Council approved the design services agreement

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
City Council approval authorizes the mayor to sign the Notice of Award to Interstate Concrete and Asphalt Company in the amount of $801,147.74 and authorizes a contingency in the amount of $50,000 for potential change orders for unforeseen conditions or changes that would benefit the project related infrastructure. Contract changes utilizing contingency funds will require authorization of the Public Works Director or his designee. Council approval is for the requested

amount of $851,147.74. Funding for this work is budgeted through Public Safety Impact Fees

BUDGET CODE:
035-420.0000.95015

ATTACHMENTS:
1. PPT Presentation - Police Department Parking Lot Recommendation of Award
2. HMH Engineers Recommendation
3. Memo of Legal Bid Review
4. Notice of Award

Police Department Parking Lot Improvements

Andrew Arbini, Projects Division Manager

Public Works Department

May 5, 2026

CITY OF POST FALLS

Requests This Evening

Item : Reccomendation to Award to Interstate Concrete and Asphalt

Item : Construction Management Services with HMH Engineers

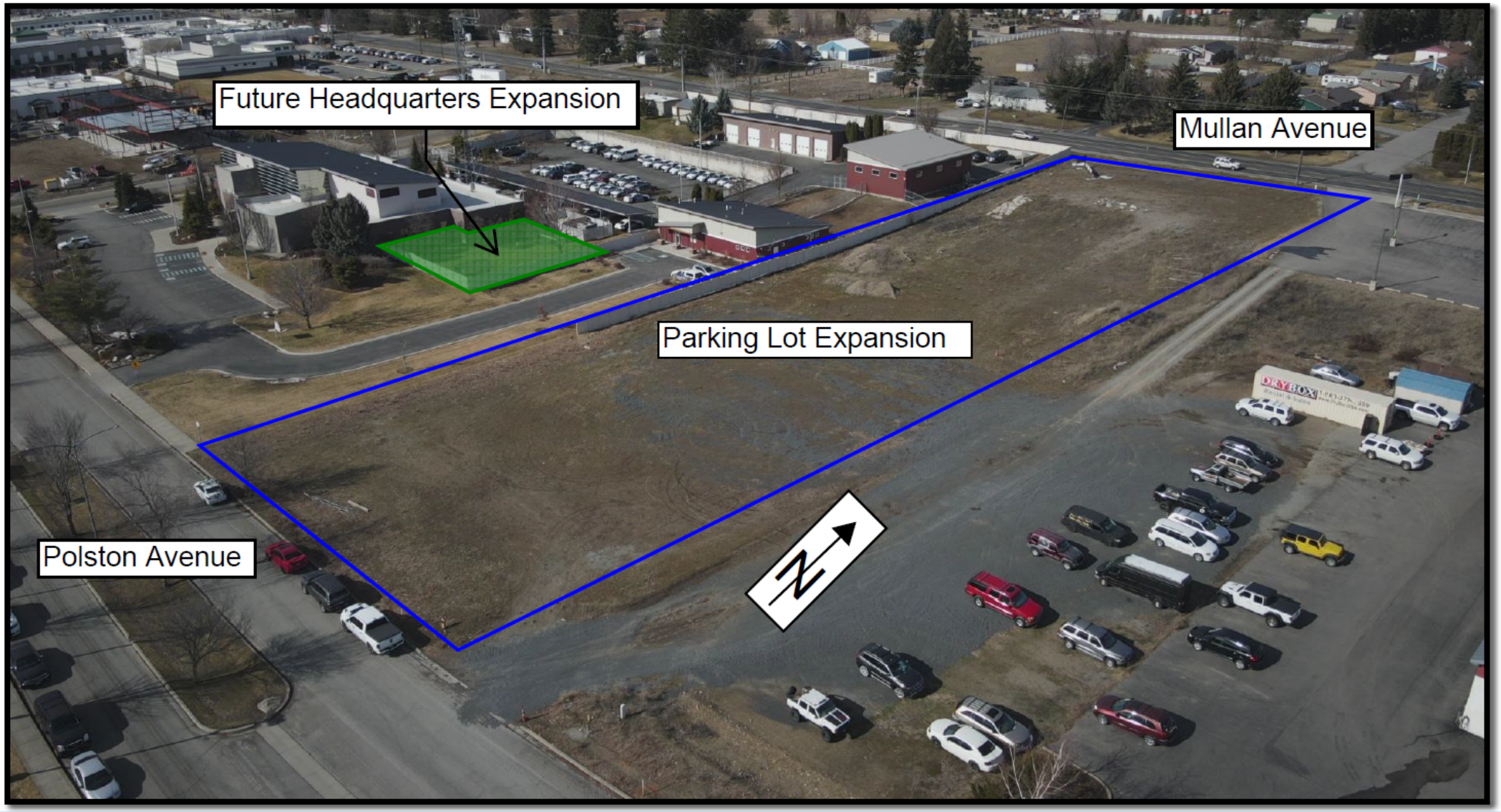
Item : Contract with Solid Rock Gate and Supply

Project Background

- Police Department Headquarters constructed in 2003
- Need for expansion identified in 2021 Facilities Needs Assessment
- Critical need for additional parking space
- City Council approved a design contract with HMH Engineers, May 6, 2025



Project Location



Existing Facilities

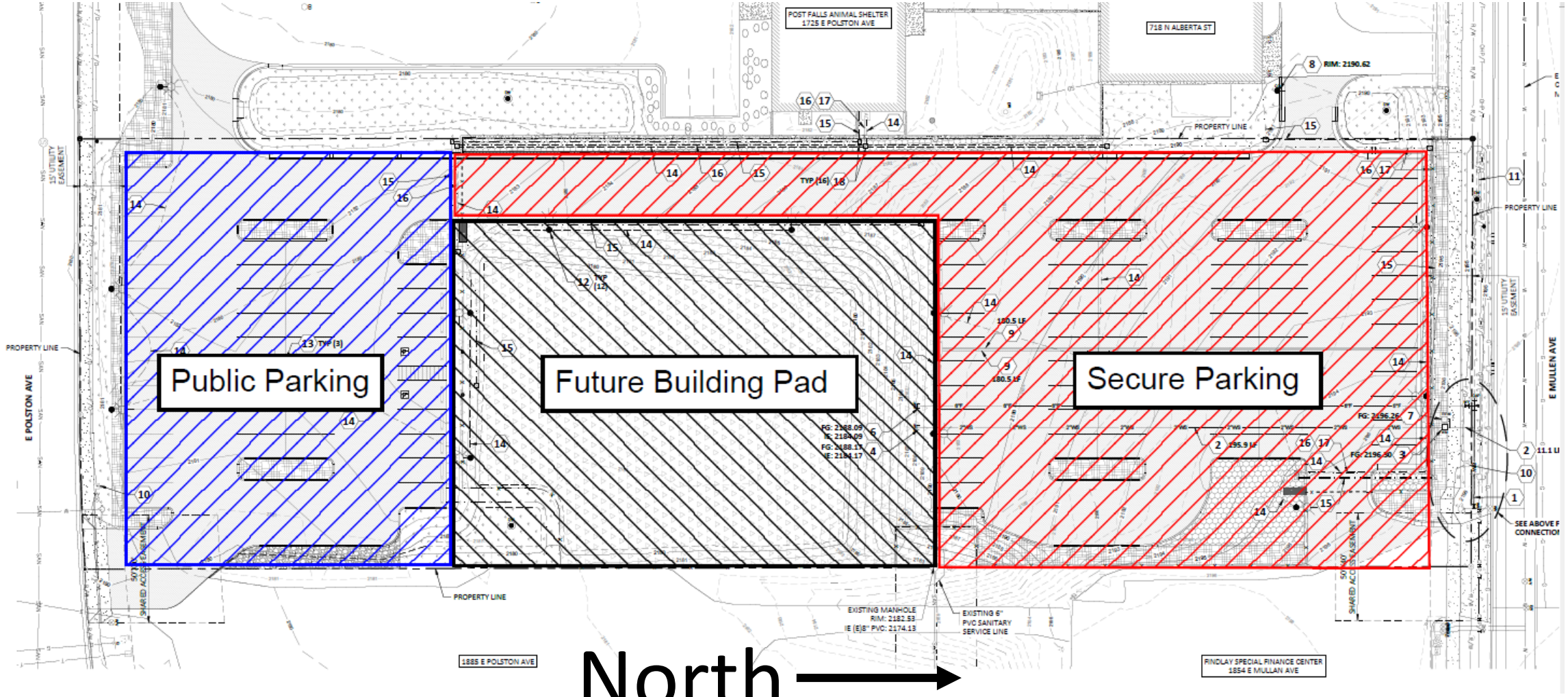
- Staffing level: Over 100 Police Department personnel and volunteers operate form this site
- Current need for additional parking space for department vehicles and supporting equipment
- Inadequate amount of parking for public visitors to the Police Department Headquarters and the Animal Shelter, co-located on the campus.



Project Overview

- Expand secured parking facilities for police department vehicles
- Expand public parking facilities for visitor access to the Police Department campus
- Parking lot improvements will provide the additional parking spaces required with a future expansion of the Headquarters building.
- Site improvements include stormwater and miscellaneous utilities, fencing, site lighting and frontage improvements.
- Reserves an area for a future building pad.

Project Overview



Bid Opening April 14, 2026

Contractor	Bid
INTERSTATE CONCRETE & ASPHALT, CO	$801,147.74
BUDDY'S BACKHOE SERVICE, INC	$850,853.50
DARDAN ENTERPRISES, INC	$897,639.00
LIBERTY LANDWORKS, LLC	$898,011.06
NORTHWEST LANDWORKS, LLC	$909,464.82
ACTIVE CONSTRUCTION INC.	$979,979.00
STEWART CONTRACTING, INC	$984,953.50
FISHER CONSTRUCTION GROUP, INC	$1,204,986.40
SIMCO DEVELOPMENT GROUP	$1,287,269.70
Engineer's Estimate	$937,335.50

Construction Contract – Interstate Concrete

Construction Contract Award	$ 801,147.74
Requested Contingency	$ 50,000
Total Requested	$ 851,147.74

- Engineers Estimate: $937,335.50
- Budgeted and funded through Public Safety Impact Fees: GL 035-420.0000.95015

Construction Management Services

- A completed design informs the scope of the construction support services
- Ensures construction of the project conforms with the contract documents
- Includes contractor support needs both project management and field observation

Construction Services Amendment - HMH

Construction Management Services Amendment	$ 86,600.10
Contingency (10% of Amendment)	$ 8,660
Total Requested	$ 95,260.10

- Design and CMS Agreement: $181,110.10
- Replaces the remaining design contingency ($5,012) with new request
- Budgeted and funded through Public Safety Impact Fees: GL 035-420.0000.95015

Vehicle Access Gates

- Two new vertical gates will be installed for the new parking lot
- City contracting directly with Solid Rock Gate and Supply
- Coordination with gate installer (Solid Rock) and city's contractor (Interstate Concrete)



CITY OF POSTFALLS

Solid Rock Gate Supply Inc.

- Local company and service familiar to the City of Post Falls
  - Recent installation and service support at other City facilities
- Lower cost compared to an alternative style of gate
- Current City Purchasing Policy requires solicitation of three quotes for procurements between $50,000 - $100,000
  - However, Idaho State Code §67-2806(1) increased this limit requiring solicitation for procurements over $100,000

Contract with Solid Rock

Contract with Solid Rock	$ 67,277.42
Contingency (10% of contract value)	$ 6,727.74
Total requested	$ 74,005.16

- Staff will issue a purchase order following City Council approval
- Budgeted and funded through Public Safety Impact fees: GL 035-420.0000.95015

Next Steps

- Construction agreement and contractor schedule
- Issue purchase order with Solid Rock Gate and Supply
- Anticipate project completion by fall 2026


Questions

April 16, 2026

City of Post Falls
408 North Spokane Street
Post Falls, Idaho 83854

RE: Post Falls Police Department Parking Lot Expansion

Subject: Engineer's Recommendation of Award

As specified, sealed bids received by 2:00 p.m. on April 14, 2026, at which time they were publicly opened and read aloud. A total of nine (9) bids were received for the project. HMH Engineering has reviewed the submitted bids, and a detailed Bid Tabulation is enclosed for your review. The following table provides a summary of bids received:

Contractor	Bid
INTERSTATE CONCRETE & ASPHALT, CO	$801,147.74
BUDDY'S BACKHOE SERVICE, INC	$850,853.50
DARDAN ENTERPRISES, INC	$897,639.00
LIBERTY LANDWORKS, LLC	$898,011.06
NORTHWEST LANDWORKS, LLC	$909,464.82
ACTIVE CONSTRUCTION INC.	$979,979.00
STEWART CONTRACTING, INC	$984,953.50
FISHER CONSTRUCTION GROUP, INC	$1,204,986.40
SIMCO DEVELOPMENT GROUP	$1,287,269.70
Engineer's Estimate	$937,335.50

Based on the bid results, Interstate Concrete & Asphalt, Co. is the apparent low bidder. Based on our review of the bid their bid is considered responsive.

We recommend that the total bid amount of $801,147.74 be awarded to Interstate Concrete & Asphalt as the lowest responsive and responsible bidder.

A couple of discussion items below to bring to the City's attention:

- Interstate Concrete & Asphalt listed a unit price of $0.95 for Bid Item 2090.4.1.A.1 – Minor Changes (CS), which constitutes an irregularity. Consistent with other bids containing similar discrepancies, this value was corrected to $1.00 for tabulation purposes. The total amount on the bid should have been $25,000 carried through for each. This a contingent amount up to $25,000 that would only be allowed at the engineer's discretion. Again we corrected this for all bids but didn't change the apparent low bidder.
- As a caution to the City, Interstate Concrete & Asphalt Public Works License PWC-C-12090 expires July 31, 2026 and their electrical subcontractor, Thorco Electric, has their Electrical Contractor License ELE-C-3102 which expires June 30, 2026. In accordance with requirements of the Idaho

Division of Occupational and Professional Licenses, all contractors and subcontractors performing public works must maintain active licensure for the duration of the Project.

- All changes to the bids are the items shown in red on the bid tab provided with this letter. These were irregularities we found going through the bid schedules. We made corrections as needed to get the correct total bid amounts we listed in the bid tab. Some of these were math errors, incorrectly filled out per the instructions to bidders, and minor assumptions we made.
- At the bottom of the bid tab, there are a few items of note that we found related to the top 3 lowest bidders. We wanted to bring attention to these items as the City reviews all documentation and in the case that legal finds something to change the recommendation of award.

Should you have any questions, contact us at your convenience.

Sincerely,



Brett Cummings, P.E.
HMH Engineering
Project Manager

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Andrew Arbini, Projects Division Manager
From: Christopher D. Gabbert, Deputy City Attorney
Date: April 21, 2026
Re: April 14, 2026, Bid Opening – Police Parking Lot Expansion

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My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about April 14th, 2026, I received copies of nine (9) bids that were received and opened by the City Clerk, Shannon Howard, at or about 2:00 p.m.

The bids consisted of submissions from Interstate Concrete & Asphalt, Co. ($801,147.74), Buddy's Backhoe Service, Inc. ($850,853.50), Dardan Enterprises, Inc. ($897,639.00); Liberty Landworks, LLC ($ 898,011.06), Northwest Landworks, LLC ($909,464.82), Active Construction, Inc. ($979,979.00), Stewart Contracting, Inc. ($984,953.50), Fisher Construction Group, Inc. ($1,204,986.40), and Simco Development Group ($1,287,269.70).

I have reviewed the submittal from the apparent low bidder, Interstate Concrete & Asphalt, Co. ("Interstate"). Based on the bid total sheet, Interstate appears to be the lowest responsive bidder. I did a cursory review of the other bids as well, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is needed, I will be glad to accommodate.

My review of the Interstate bid leads me to conclude, on a purely legal level, that Interstate is the lowest responsive bidder, and if the City intends to award the bid, it should be awarded to Interstate. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the Deputy City Clerk. The submittal by Interstate appears timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
    b. 5% Bid Bond;
    c. Bidder information identifying Interstate Concrete & Asphalt, Co.. as an Idaho corporation;
    d. List of subcontractors, including identification of an electrical subcontractor (Thorco, Inc.);
    e. Executed Non-Collusion Affidavit;

f. Executed Anti-Discrimination Affidavit;
g. The attestations and documents were executed by Jason Johnston, Construction Manager of the corporation.

3. I researched the Public Works License of Interstate to confirm the validity of the license, the level of the license, and the approved types of work. Interstate is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-12090.
4. I also reviewed the business status of Interstate with the Idaho Secretary of State. The entity is listed as Active & Good Standing.

Based on my review, Interstate is compliant with Idaho Law and the City of Post Falls Procurement standards, and is the lowest responsive bidder at $801,147.74, which is approximately $49,706 lower than the next-lowest bidder, Buddy's Backhoe Service, Inc.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to opine on the technical aspects.

Should you have any questions, please feel free to contact me.

Sincerely,

Chris Gabbert

Christopher D. Gabbert
Deputy City Attorney

NOTICE OF AWARD

Date of Issuance:	May 5, 2026		
Owner:	City of Post Falls	Owner's Project No.:	-
Engineer:	HMH Engineering	Engineer's Project No.:	D25030
Project:	Post Falls Police Department Parking Lot Expansion		
Contract Name:	Post Falls Police Department Parking Lot Expansion		
Bidder:	Interstate Concrete & Asphalt, Co		
Bidder's Address:	8849 W Wyoming Ave, Rathdrum, ID 83858		

You are notified that Owner has accepted your Bid dated **April 14, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The entirety of the Post Falls Police Department Parking Lot Expansion project.

The Contract Price of the awarded Contract is **$801,147.74**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents **upon request**.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **One (1)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Post Falls**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Police Department Parking Lot Improvements, Construction Management Services

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ITEM AND RECOMMENDED ACTION:
City Council approves and authorizes the mayor to sign the contract amendment with HMH Engineering for construction management services (CMS) for the Police Department Parking Lot Improvements

DISCUSSION:
In May 2025, City Council approved the Engineering and Design services contract with HMH Engineers for the design of the Police Department Parking Lot Improvements project. The design contract included design services only. Construction support services are necessary to ensure construction of the project conforms to the contract requirements. Adding the support services at this phase of the project allows the final design to inform the level of construction support required for the project.

Additional secured and public parking space is needed at the Police Department campus. This need was outlined in the 2021 Facilities Needs Assessment and subsequently, the City purchased roughly 2 acres of property, east of the Police Department Headquarters. This property was purchased to address future expansions, including additional parking needs. This project will expand the secured and public parking areas and will include the number of future parking stalls that are anticipated to be required at the time of the future expansion of the headquarters building. Notable elements of the parking lot project include secure and public parking spaces, site lighting, stormwater utilities and frontage improvements. Additionally, space for a future building pad is included in the parking lot improvements.

Project completion is expected by Fall 2026. City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
May 6, 2025 – Design Services for The Police Department Parking Lot Improvements

APPROVED OR DIRECTION GIVEN:
City Council approved the design agreement

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this work is budgeted through Public Safety Impact Fees. Approval is requested for the contract amendment in the amount of $86,600.10 and a 10% contingency of $8,660 to be authorized by the Public Works Director, or his designee. The requested contingency retires and replaces the remaining $5,012 design contingency carried to-date. Council approval is for the

requested amount of $95,260.10

BUDGET CODE:
035-420.0000.95015

ATTACHMENTS:
1. CMS Amendment with HMH - PD Parking Lot

SUPPLEMENTAL AGREEMENT NO. 2

Project Name: Post Falls Police Station Parking Lot Expansion Project

HMH Project Number: D25030

HMH, LLC and City of Post Falls, (CLIENT) hereby agree to make the following changes to their original contract agreement dated May 6th, 2025:

This Agreement consists of the following documents which are incorporated herein by reference:

a. Project Estimate (Exhibit A);
b. Rate Schedule (Exhibit B)
c. Material Testing Q/A Estimate (Exhibit C);
d. Construction Staking Estimate (Exhibit D);

The following items are added to the scope of work:

1. **Construction Administration** - Provide support and attend one pre-construction conference after contract has been awarded to contractor. Provide office administration support and City coordination and correspondence during construction as City may request or as work activities require. Includes submittals review, review and preparation of contractor pay requests, and preparation of change order documentation. An allowance of time is included for this task, and it is assumed construction will last 13 weeks. It is assumed that 6 hours per week for the Engineering Department Manager, and 2 hours per week for the Staff Engineer. Additional construction administration at the request of the city will be billed on a time and materials basis.

2. **Construction Observation** - Conduct construction observation during construction to observe conformance of work with the engineering documents as required to allow the Consultant to certify construction was completed in accordance with approved plans and specifications. Observation activities may include but not limited to: Construction Diaries, Materials Review, Testing Procedure, Workmanship Observation, Quantity Tracking, Erosion and Sediment Control Compliance, Punch List, etc. For this scope and budget, it is assumed that the Consultant will be on-site daily during construction, estimate assumes 13 weeks of construction. It is assumed that 15 hours per week for the Staff Engineer, and 2 hours per week for the Engineering Department Manager will be required. Additional construction observation will be billed on a time and materials basis. Weekly construction meetings will be held throughout the duration of the project with preparation of Agendas and Minutes.

3. **Material Testing Q/A** - For this scope and budget, please see Exhibit C for Fee Breakdown.

4. **Construction Staking** - For this scope and budget, please see Exhibit D for Fee Breakdown.

5. **Substantial and Final Completion Inspection** – HMH will conduct one site visit for substantial completion inspection with the City Inspectors and Contractor. Prepare punch list of work remaining and distribute it to contract parties. HMH will Conduct one site visit for a final completion inspection with the City and issue certificate of Final Completion.

6. **Record Drawings** – HMH will collect as-built information and prepare record drawings in the Owner's applicable format.

General Assumptions: The Scope of Engagement outlined above is subject to the following general assumptions made by the parties hereto:

i. HMH shall perform the Services in the scope of services as outlined above on an hourly basis in accordance with the rate schedule as outlined Exhibit A. In addition, Client shall be responsible for payment of all costs incurred by HMH in performing its Services. An itemized schedule of the estimated fees necessary to perform the Services outlined above is attached hereto as Exhibit A.

Accepted and Agreed:

HMH, LLC

Signature: _____

Print Name: Alexander M. Hall

Date: 3/3/2026

CLIENT

Signature: _____

Print Name: Randy Westlund, Mayor

Date: _____

EXHIBIT A

PROJECT ESTIMATE

WORK DESCRIPTION

1.	Construction Administration	$19,370 Time and Materials
2.	Construction Inspection	$27,885 Time and Materials
3.	Material Testing Q/A	$16,100 Time and Materials
4.	Construction Staking	$16,245.10 Time and Materials
5.	Substantial and Final Completion Inspection	$2,000 Time and Materials
6.	Record Drawings	$5,000 Time and Materials

Subtotal (Supplemental 2): $86,600.10

Original Contract Total: $90,475.00

Revised Contract Total (after Supplemental 1): $94,510.00

Revised Contract Total (after Supplemental 2): $181,110.10

EXHIBIT B

2026 LAND DEVELOPMENT RATE SCHEDULE

Design - Staff Classification	Hourly Rate
Civil Designer	$115.00
Senior Civil Designer	$145.00
Staff Engineer	$115.00
Associate Planner	$100.00
Senior Associate Planner	$115.00
Planning Manager	$130.00
Project Engineer	$145.00
Project Manager	$175.00
Senior Project Manager	$190.00
Principal Engineer	$220.00
Engineering Department Manager	$210.00
Regional Engineering Department Manager	$220.00
Administrative Assistant	$85.00

Survey - Staff Classification	Hourly Rate
Survey Technician	$95.00
Senior Survey Technician	$120.00
Survey Party Chief	$125.00
Surveyor, PLS	$145.00
Senior Surveyor, PLS	$165.00
Regional Survey Manager, PLS	$175.00
Survey Department Manager, PLS	$185.00

Project Expenses	Hourly Rate
Mileage	Gov. Rate
Side x Side	$60/day

EXHIBIT C

MATERIAL TESTING Q/A ESTIMATE

HMH engineering

PRELIMINARY COST ESTIMATE

Post Falls Police Department Parking Lot Expansion

Date: March 13, 2026 Valid for 90 Days	Quantity	Unit	@	Rate	$	Totals
Laboratory Testing						
Proctor Curve (AASHTO T180/ASTM D1557)	3	each	@	$250	$	750.00
Sieve Analysis (AASHTO T27/T11) (Import)	2	each	@	$180	$	360.00
Theoretical Maximum Density (Rice) (Assume Small Quantity)	2	each	@	$150	$	300.00
Core Drill Charge	10	each	@	$65	$	650.00
Asphalt Core (Assume Small Quantity)	10	each	@	$65	$	650.00
Hot-Mix Asphalt (HMA) - Rice, Extraction, Gradation (Parking Lot)	2	each	@	$365	$	730.00
				ESTIMATED FEE:	$	3,440.00
Earthwork and Asphalt Testing						
Field Technician	30	hours	@	$105	$	3,150.00
Assume 20 site visits at 1.5 hours each for density testing for Site Work and Utility Trench work; includes sample pick ups						
Field Technician	8	hours	@	$105	$	840.00
Assume 2 Visits at 4 Hours for Single Ring Infiltrameter testing of swales						
Field Technician	6	hours	@	$105	$	630.00
Assume 1 Visit at 6 Hours for Drywell Observation and testing						
Field Technician (Asphalt)	8	hours	@	$105	$	840.00
Assume 2 Visits at 8 Hours for density testing Hot Mix Asphalt ; includes sample pick up						
Density Gauge	21	each	@	$35	$	735.00
Assume 21 Density Gauge Visits (Day Charge)						
Trip Charge	25	each	@	$15	$	375.00
				ESTIMATED FEE:	$	6,570.00
Reinforced Concrete						
Special Inspector	6	hours	@	$115	$	690.00
Assume 2 Visits at 3 Hours for Reinforced Concrete inspections and observations						
Field Technician	3	hours	@	$105	$	315.00
Assume 2 Visits at 1.5 Hours for concrete testing and cylinder collections						
Compressive Strength (4x8)	10	each	@	$35	$	350.00
Trip Charge	4	each	@	$15	$	60.00
				ESTIMATED FEE:	$	1,415.00
Site Concrete Testing - Sidewalk, Curb, Gutter, Misc.						
Field Technician	12	hours	@	$105	$	1,260.00
Assume 6 Visits at 2 Hours each for concrete testing Sidewalks, Curb, and Gutter						
Field Technician	9	hours	@	$105	$	945.00
Assume 6 Visits at 1.5 Hours each for concrete cylinder collections						
Compressive Strength (4x8)	30	each	@	$35	$	1,050.00
Trip Charge	12	each	@	$15	$	180.00
				ESTIMATED FEE:	$	3,435.00
Project Management						
Project Manager	8	hours	@	$155	$	1,240.00
Report Reviews, Consultations, Invoicing				ESTIMATED FEE:	$	1,240.00
				ESTIMATED TOTAL FEE:	$	16,100.00

This estimate's durations and trips are based on standard industry practices aligned with the provided plans. Services will be billed at specified rates according to actual quantities and durations of work performed on a time and materials basis. Estimate valid for 90 days from the date above.

Rachel (Flint) McKee, CWI, MSI
Project Manager / Special Inspector
O: 208.635.5825 C: 509.995.2583
RMcKee@hmh-llc.com

Matthew Smith
Project Manager / Special Inspector
O: 208.635.5825 C: 509.863.6679
MatthewSmith@hmh-llc.com

EXHIBIT D

CONSTRUCTION STAKING ESTIMATE

3882 N. Schreiber Way, Suite 104 • CDA, Idaho 83815 • Tel: 208-635-5825 • Web: hmh-llc.com

♦ Survey Services Cost Estimate ♦

11-Mar-26

PROJECT - City of Post Falls - Police Department Parking Lot Expansion

Construction Surveying & Layout

HMH Engineering would value the opportunity and proposes to provide professional survey services for the referenced project in conformance with the available project documents & specifications.

SCOPE:

1	Layout for Removals & Protections Limits
2	Stake Storm Water Piping & Structures
3	Stake Domestic & Fire Water
4	Stake Curb & Edge of Asphalt
5	Stake Wall
6	Stake Gates
7	Stake Light Bases & Junction Boxes
8	Base Rock Grading Hubs
9	Layout Fencing
10	Layout Striping

MOB	SURVEY	TOTAL COST:
$807.60	$15,437.50	$16,245.10

CLARIFICATIONS:

1 Provided to HMH. Fully dimensioned, accurate and complete design drawings with survey control will be provided from the owner. Which include; AutoCAD drawing files (.dwg), Alignments & Surfaces (.xml), Control Points (.csv/.txt)

2 Exclusions. HMH Service costs that are not included or provided but can be on request:
- i. Traffic Control
- ii. Construction re-staking, Staking per scope items, one time
- iii. Post-Construction as-builts/Record Drawings
- iv. Topographic Design Surveys
- v. Records of Survey/Monument Preservation
- vi. Equipment Rentals
- vii. Any other items not outlined in this estimate.

3 Scope Changes: if alterations are needed after contract signings, a sub-contract will be required before any out-of-scope work commences. Costs will be negotiated per our current rate schedule which will be provided at the Client's request.

4 Other HMH Services. These can be provided on separate cost estimates, or can be administered on a Time & Materials at the request of the client with conditions established by our current rate schedules:
- i. Materials Testing
- ii. Engineering Services
- iii. Planning & Land Development
- iv. Construction Inspection
- v. Wetland Delineation
- vi. Bridge Inspection
- vii. Funding/Grant Applications
- viii. Special Inspection

5 Quantity Survey. Can be provided by HMH, costs will vary depending on project specifications & clients needs. We can provide our current rate schedule for a time & materials contract or an additional quantity specific cost estimate.

6 Drone Services. HMH's FAA Part 107 UAS pilots combined with state of the art Blue Certified drones have the capabilities to efficiently & accurately produce surfaces for quantity computations or design layout with Lidar scanning & photogrammetry based technologies.

7 Staking. If the contractor utilizes Machine Control & GPS capabilities, and project inspectors agree they can perform these tasks accurately. HMH will amend the cost for each line item from contract amount on an as-needed basis during the construction progress, while still maintaining the availability for QAQC throughout the projects duration.

8 Site Visits. This estimate based on 6 trips from CdA Office with a 2 -man survey crew.

STATEMENT OF QUALIFICATIONS:

HMH Engineering, is a Coeur d'Alene Idaho based engineering & surveying firm with multiple office locations across Idaho and Montana. We are licensed & bonded to perform Civil/Structural Engineering, Surveying, Construction Inspection, Special Inspection, Planning, Mapping & Material Testing services in Idaho, Washington, Montana & Oregon. HMH utilizes field equipment technology of Trimble robotic total stations, digital levels, Trimble R12i GPS, 3D laser scanners, Trimble Data Collectors & NDAA compliant LIDAR & photographic drones. Also being proficient in office software technology of Trimble Business Center, Trimble Access, PC Master Pro, AutoCAD Civil 3D, OpenRoads-MicroStation, Pix4D Survey, and many others to provide a responsive, efficient and accurate deliverable, along with putting the efforts of communication, organization & scheduling needs first to ensure the Client's ability to maintain all of their needs are completed on schedule.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Police Department Parking Lot Improvements, Contract for Vehicle Access Gates

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ITEM AND RECOMMENDED ACTION:
City Council approves the contract with Solid Rock Gate Supply Inc. and directs staff to execute a purchase order.

DISCUSSION:
The design of the Police Department Parking Lot project requires two new vehicle access gates as part of the parking lot expansion. Installation of the new gates will ensure the campus maintains a secured site with additional access control. During the design phase, City staff contacted Solid Rock Supply for a scope and contract to install two new gates. Solid Rock is a local fabrication and installation company and have installed gates at facilities in the Public Works Department, the Parks Department and Kootenai Fire and Rescue. Solid Rock has also continued to support these gates when issues have occasionally arisen. Contracting directly with Solid Rock ensures the police personnel will receive the specific style, brand and gate operating system they are familiar with.

Idaho State statute §67-2806(1) does not require formal bids for purchases under $100,000. As a check, the project team reached out to another gate supplier and manufacturer who proposed an alternative style of gate with a significantly higher fabrication and installation cost. The City's current purchasing policy does require the attempted solicitation of three quotes for the procurement of goods and services valued between $50,000 and $100,000. However, staff are unaware of another local vendor who provides the vertical swing style gate and has the service record of Solid Rock. Staff therefore propose the third quote be waived.

This work will be coordinated with the Police Department Parking Lot Improvements project. The contract with Solid Rock includes the fabrication and installation of the gates. Following approval of the contract, Solid Rock will begin fabrication of the gates and coordinate the installation with the City's general contractor, constructing the parking lot improvements.

City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
May 6, 2025 – Design Services for The Police Department Parking Lot Improvements

APPROVED OR DIRECTION GIVEN:
City Council approved the item noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this work is budgeted through Public Safety Impact Fees. Approval is requested for the base contract value of $67,277.42,and a 10% contingency of $6,727.74 to be authorized by the Public Works Director, or his designee. Total value of this request is $74,005.16. Funding for this work is

budgeted through Public Safety Impact Fees

BUDGET CODE:
035-420.0000.95015

ATTACHMENTS:
1. NO SALES TAX City of Post Falls- Police Department Panel Gates

Solid Rock Gate Supply Inc.
6955 N. Pleasant View Rd.
Post Falls, ID 83854
Website: solidrockautomation.com
Email: sales@solidrockautomation.com
Phone: (208) 457-8048

To: City of Post Falls- Police Dept.
1717 E Polston Ave
Post Falls, ID 83854
Andrew Arbini
aarbini@postfalls.gov

Date: 4/6/26
Project Name: Panel Gates
Valid Until: 5/6/26

PRICE QUOTE FOR VERTICAL PIVOT GATE SYSTEM:						
Each Operator comes standard with: (1) LiftMaster 860LM Receiver, (2) LiftMaster 811LMX Remotes, Reversing Edge Strip, Gate Catch, IRB-325 Photo Eye. Single Phase 120VAC/20A Required for Operator						
Orientation:	TBD					**Quantity:**
Gate Design Code:	3	**Gate Design:**	Security Panel w/ Barb Wire			
Operator:	UL 325 - 12VDC HYDRAULIC LIFT GATE (DC BATTERY BACKUP)					2
Gate Size (ft):	6 x 24	Length Mod. (in.)		Height Mod. (in.)	6'+1'	2
Gate Post Size and Design:	4" Round					
Operator Color:	Gun Metal Gray					
Gate Color:	Black					
				Price for Gate & Operator:	**$**	**51,545.42**

Accessories:	**Price:**	**Quantity:**	**Total:**
Commercial Cold Weather Package- New Operator	$ 577.03	2	$ 1,154.06
Knox Box for Emergency Services- Idaho	$ 356.52	2	$ 713.04
OVS-50TNR Wireless Photo Eye Upgrade	$ 195.26	2	$ 390.52
Virtual Loop OVS-02GT Vehicle Presence Sensor	$ 582.43	4	$ 2,329.72
Keypad Pedestal	$ 364.00	2	$ 728.00
Schlage MTK15 Multi-Technology Single Gang Reader	$ 546.92	2	$ 1,093.84
Schlage CT-5000 Controller, Single Opening	$ 1,134.41	2	$ 2,268.82
Schlage Enclosure- Need To Be Evaluated Once Controller Is	$ 210.00	2	$ 420.00
At Solid Rock Shop	#N/A		
Accessories Total:			$ 9,098.00

Gate Operator, Gate & Accessories		$ 60,643.42
Tax	Exempt	0.0%
Total w/ Tax		$ 60,643.42

Solid Rocks payment terms are as follows:

- 50% down payment due upon order w/ signed sales agreement attached
- 50% remaining balance + freight cost (if applicable) due upon gate completion w/ photo confirmation sent to buyer

Installation and Freight ALWAYS quoted separately

Solid Rock Gate Supply Inc.
6955 N. Pleasant View Rd.
Post Falls, ID 83854
Website: solidrockautomation.com
Email: sales@solidrockautomation.com
Phone: (208) 457-8048

	Price:	Quantity:	Total:
Concrete Foundation/Site Prep For Lift Gate			
*** Foundation Provided By Others ***			
Concrete Foundation/Site Prep For Lift Gate Total			

Delivery & Installation of Lift Gate & Accessories	$ 3,317.00	2	$ 6,634.00
Delivery of Gate, Gate Operator & Accessories			
Gate Operator & Catch Post Installation			
Keypad Pedestal Installation			
Hardware Communication Connections for Items Listed Above			
Delivery & Installation of Lift Gate & Accessories Total			**$ 6,634.00**

Installation Cost		$ 6,634.00
Tax	Exempt	0.0%
	Total w/ Tax	$ 6,634.00

Please Read Terms/Notes Below:

- Solid Rock is NOT responsible for the removal of excavated dirt, concrete, or asphalt
- All installations are subject to site verification
- All permits & Electrical by others
- All installations dates are subject to change based on weather conditions

If Solid Rock is required to dispose of any Dirt, Concrete, and/or asphalt there will be a $900.00 disposal fee added to the final invoice

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Poleline and SH-41 Gravity Sewer Replacement, Recommendation to Award

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ITEM AND RECOMMENDED ACTION:
City Council approves and authorizes the mayor to sign the Notice of Award (NOA) with Gritty Lands Development LLC and authorizes City staff to move forward with the execution of contract documents.

DISCUSSION:
The city opened bids for the Poleline and SH-41 Gravity Sewer Replacement project on April 16, 2026. The city received two bids. The low bid of $579,507 was submitted by Gritty Lands Development LLC. The Engineer's estimate for construction was $464,375. Following City review, staff recommend the construction contract be awarded to Gritty Lands Development as the lowest, responsive bidder. The low bid exceeds the engineer's estimate, however, funding for this work is budgeted and available in the Water Reclamation Collections capital fund.

Prior to 2025, City Staff discovered a deficiency in a section of gravity sewer line at the intersection of SH-41 and Poleline Avenue. Specifically, the deficiency is a low point in the gravity sewer which is causing water to back up (surcharging). The increasing flows in this sewer basin will continue to compound the effects of this deficiency.

The original gravity sewer line was installed around 2006 as a city project. The gravity sewer line extends to the east on Poleline Avenue, serving existing and future flows in this area. This project will replace approximately 250 feet of the gravity sewer pipeline and requires close coordination with the Idaho Transportation Department (ITD) for the work inside the ITD Right of way and traffic control phasing throughout the project.

In addition to the work at Poleline and SH-41, city staff discovered a blockage in one of the two the 12th Avenue forcemains, caused by debris in the line. This line, located on 12th Ave and east of SH-41 will serve as the future forcemain from the 12th Ave wastewater lift station to the Water Reclamation Facility (WRF). City staff chose to include this work with the larger Poleline and SH-41 sewer project as this approach is likely to save in construction costs through efficiency, especially pertaining to ITD permitting and traffic control.

Additional project improvements include a minor grade correction of two city utility manholes on SH-41, in proximity to Poleline and SH-41. Including this work in the project will satisfy the city's maintenance responsibilities of these utilities as outlined in the Maintenance Agreement with ITD.

City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
February 18, 2025 – Design services Agreement with Ardurra

APPROVED OR DIRECTION GIVEN:
City Council Approved the design services agreement with Ardurra

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
City Council approval authorizes the Mayor to sign the Notice of Award to Gritty Lands Development LLC in the amount of $579,507 and authorizes a 10% contingency in the amount of $57,950 for potential change orders for unforeseen conditions or changes that would benefit the project related infrastructure. Contract changes utilizing contingency funds will require authorization of the Public Works Director or his designee. Council approval is for the requested amount of $637,457. Change orders of greater than the Director's delegated signing authority threshold, (currently $50,000) will be brought to Council for approval. In cases of emergency or where delay would incur significant risk or expense to the City, the Public Works Director may authorize change orders of a greater amount, within the approved contingency, and will provide a report as to the decision at the next scheduled City Council meeting.

Funding for this project will come from the Water Reclamation Collections Capital Fund – Collection Projects line item.

BUDGET CODE:
652-463.3220.95520

ATTACHMENTS:
1. PPT Presentation SH41 & Poleline
2. Ardurra Recommendation
3. Memo of Legal Bid Review
4. Notice of Award

Poleline and SH-41 Gravity Sewer Replacement

Recommendation to Award, and Construction Management Services



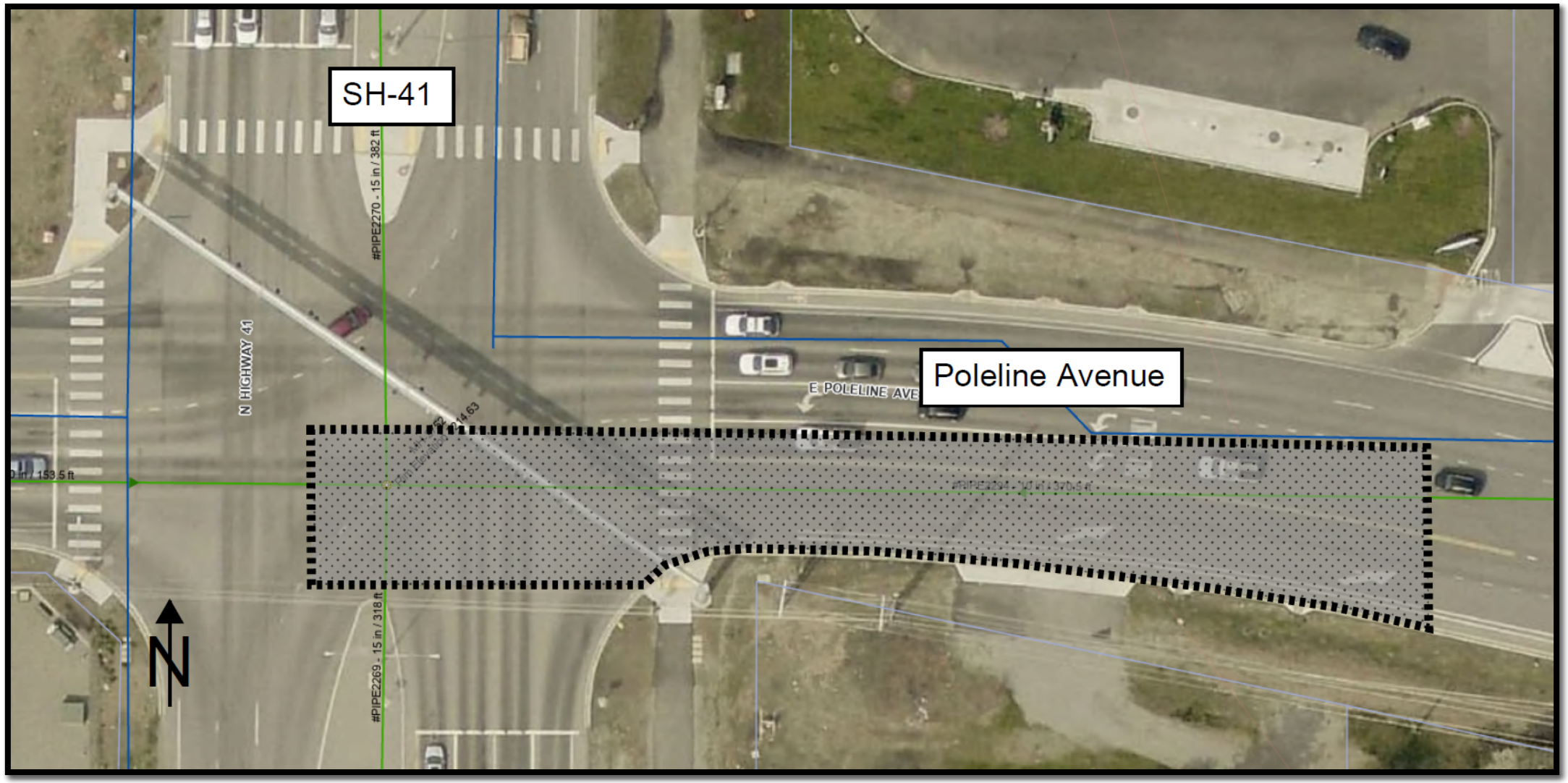
Andrew Arbini

Projects Division Manager, Public Works

May 5, 2026

CITY OF POST FALLS

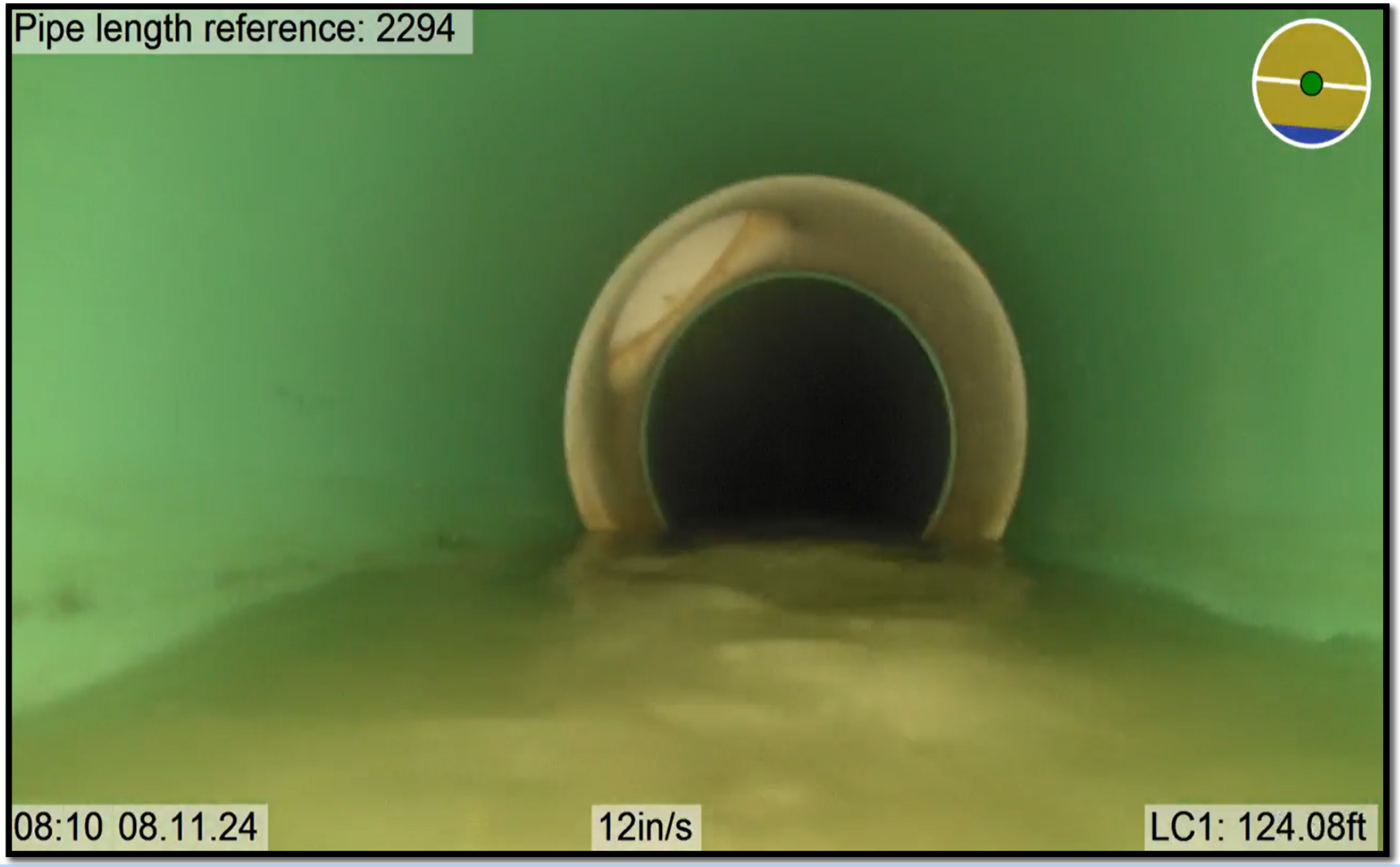
Project Location



Project Background

- City Staff identified a deficiency in a section of existing pipe (~250’)
- Surcharging is occurring in the existing line, impacting flows upstream
  - Compounding issue as wastewater flows increase
- Original sewer line was constructed around 2006 as a City project
- Council approved a design contract with Ardurra Engineers, Feb 2025

Existing Condition

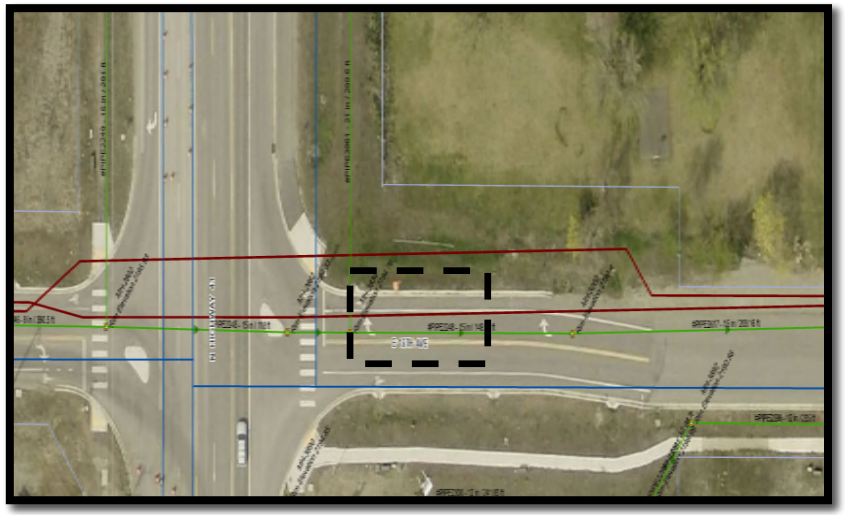


Gravity Sewer Replacement

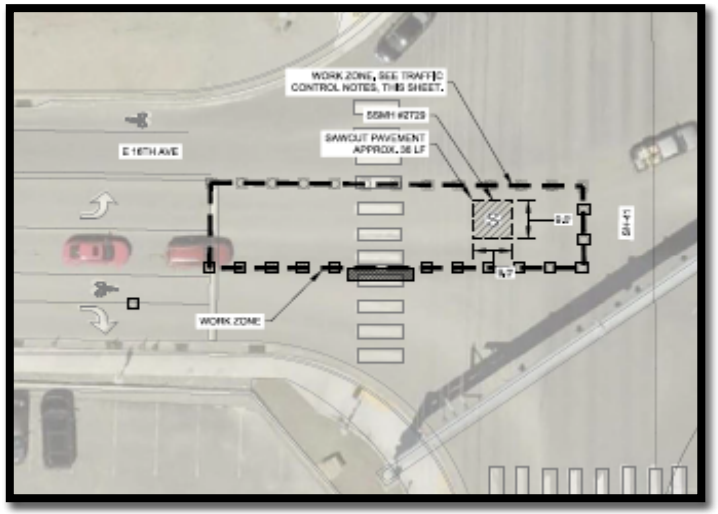
- Correct the low point by replacing ~250 feet of PVC gravity sewer pipe
- Coordination with Idaho Transportation Department (ITD)
  - Protection of ITD infrastructure
  - Traffic control phasing
  - Temporary adjustments to the timing of the traffic signal
- Repave and restoration of site to exiting conditions

Additional Project Work

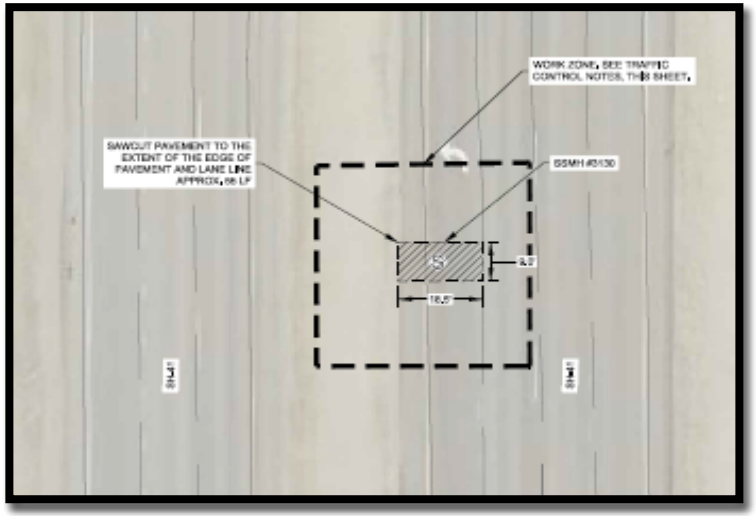
- Address debris blockage in one of the 12th Ave sewer forcemains
- Two utility adjustments
  - Satisfies city maintenance obligations with ITD



12th Ave and SH-41



SH-41 and 16th Ave



SH-41 (S) of Poleline Ave

Bid Opening April 16, 2026

Contractor	Bid
Engineer's Estimate	$ 464,375.00
Simco Development Group	$ 653,504.05
Gritty Lands Development	$ 579,507.00

- Low bid exceeds the Engineer's Estimate
- However, the low bid is within the available funds, budgeted for in the Water Reclamation Capital fund

Construction Contract – Gritty Lands Dev LLC

Construction Contract Award	$579,097
Contingency (10% of Construction Contract)	$ 57,950
Total Request	$637,457

- Budgeted and funded through the Collection Projects Line Item: 652-463.3220.95520

Construction Management Services

- A completed design informs the scope of the construction support services
- Ensures construction of the project conforms with the contract documents
- Includes contractor support needs both project management and field observation
- Coordination of work and traffic control phasing with ITD

Construction Management Services - Ardurra

Construction Management Services Amendment	$117,940
Contingency (10% of contract amendment)	$ 11,794
Total Requested	$129,734

- Design and CMS Amendment: $204,485
- Budgeted and funded from the Pipeline Replacement Fund: 650-466.3221.68400

Next Steps

- Construction agreement and contractor schedule
- Traffic control and detour information will be posted to City's website and social media
- Project completion by October 2026

Questions



CITY OF POSTFALLS

ARDURRA

April 23, 2026

Andrew Arbini
City of Post Falls
408 North Spokane Street
Post Falls, ID 83854
aarbini@postfalls.gov

SUBJECT: **SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation Engineer's Recommendation of Award**

Dear Andrew:

As specified, sealed bids received by 1:00 P.M. on Thursday, April 16, 2026, were publicly opened and read aloud. Prior to the time of opening, two (2) bids were received for the project. Ardurra has reviewed the bids submitted, and a detailed bid tabulation is enclosed for your review. Below is a table summarizing the received bids, and the correct totals:

Contractor	Bid	
Engineer's Estimate	$	464,375.00
Simco Development Group	$	653,504.05
Gritty Lands Development	$	579,507.00

The project was bid under one bid schedule:

- Schedule A – SH-41 & Poleline Ave Gravity Main Replacement and Manhole Rehabilitation

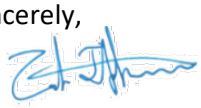
It appears that Gritty Lands Development is the lowest responsive bidder with a low bid of $579,507.00. Please see the attached bid tabulation and summary for additional details.

Based on these findings, we recommend that the City of Post Falls proceed with awarding the above-mentioned contract to Gritty Lands Development from Spirit Lake, ID. This award should be made contingent upon City of Post Falls review and approval.

Upon review of the Gritty Lands Development bid, it was noted that Section 00 43 01, *Affidavit of Payment or Securement of All Taxes*, was not fully completed. Specifically, the business name was omitted from the form. It is recommended that Gritty Lands Development complete the form in its entirety, including all required information, prior to award.

Should you have any questions, do not hesitate to reach out to me.

Sincerely,



Zach Thompson, P.E.
Ardurra Group, Inc.
Project Manager

BID SUMMARY

PROJECT TITLE:	SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation
PROJECT LOCATION:	Post Falls, Idaho
PROJECT NUMBER:	240451
OWNER:	City of Post Falls
ENGINEER:	Ardurra Group, Inc.
BID OPENING:	April 16th, 2026, 1pm
BID LOCATION:	408 North Spokane Street, Post Falls, Idaho 83854

BID INFORMATION:

		Bidder #1	Bidder #2
CONTRACTOR:	**Engineer's Estimate**	**Simco Development Group**	**Gritty Lands Development, LLC**
Acknowledge All Addenda	N/A	X	X
Public Works License # Included	N/A	X	X
Bid Security (Bid Bond @ 5%)	N/A	X	X
Proposed Subcontractor Form	N/A	X	X
Bid Schedule A	N/A	X	X
Bid Schedule Complete and Correct	N/A	X	X
Bid Submittal Checklist	N/A	X	X
Non-Collusion Affidavit	N/A	X	X
Affidavit of Pavement or Securement of All Taxes	N/A	X	X
Anti Discrimination Affidavit	N/A	X	X
Nondiscrimination Requirements	N/A	X	X
Bid	**$464,375.00**	**$653,703.55**	**$579,507.00**
Corrections	**$0.00**	**($199.50)**	**$0.00**
Corrected Total	**$464,375.00**	**$653,504.05**	**$579,507.00**
Responsive Bidder	N/A	Yes	Yes
Bidder Rank (Ranked on Price)	**N/A**	**2**	**1**

CITY OF POST FALLS
SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation
Tabulation of Bids
April 17, 2026

				Engineer's Estimate		Simco Development Group		Gritty Lands Development, LLC	
Item No.	Item Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A									
2010.4.1.A.1	MOBILIZATION	1	LS	$0.00	$46,500.00	$29,124.90	$29,124.90	$25,192.00	$25,192.00
SP-014500	QUALITY CONTROL	1	LS	$2,838.00	$2,838.00	$15,027.40	$15,027.40	$10,980.00	$10,980.00
SP-015000	TEMPORARY CONSTRUCTION FENCE	951	LF	$28.00	$26,628.00	$1.90	$1,806.90	$4.00	$3,804.00
SP-015726	DUST CONTROL	1	LS	$2,651.00	$2,651.00	$68,666.85	$68,666.85	$7,850.00	$7,850.00
SP-017123	CONSTRUCTION SURVEYING (CONTRACTOR PROVIDED)	1	LS	$6,460.00	$6,460.00	$7,706.40	$7,706.40	$4,250.00	$4,250.00
201.4.1.D.1	REMOVAL OF ASPHALT	996	SY	$10.00	$9,960.00	$9.20	$9,163.20	$9.75	$9,711.00
201.4.1.E.1	REMOVAL OF PIPE & OBSTRUCTIONS	20	LF	$500.00	$10,000.00	$159.00	$3,180.00	$399.00	$7,980.00
301.4.1.A.1	TRENCH EXCAVATION WITH TYPE "A" TRENCH BACKFILL	104	LF	$120.00	$12,480.00	$231.00	$24,024.00	$1,235.00	$128,440.00
301.4.1.E.1	TRENCH EXCAVATION - 10+50 to 12+00	150	LF	$538.00	$80,700.00	$621.00	$93,150.00	$874.00	$131,100.00
303.4.1.C.1	EXPLORATORY EXCAVATION	1	LS	$23,723.00	$23,723.00	$10,171.40	$10,171.40	$13,000.00	$13,000.00
305.4.1.A.1	CLASS A-1 PIPE BEDDING	254	LF	$16.00	$4,064.00	$10.50	$2,667.00	$28.00	$7,112.00
305.4.1.A.3	CLASS B-2 PIPE BEDDING - GAS 6 INCH	278	LF	$14.00	$3,892.00	$10.50	$2,919.00	$20.00	$5,560.00
307.4.1.L.1	SAW MILL STEP SAWCUT	700	LF	$5.00	$3,500.00	$4.50	$3,150.00	$4.00	$2,800.00
501.4.1.A.1	GRAVITY SEWER PIPE - 15 INCH - SDR 35	254	LF	$60.00	$15,240.00	$320.10	$81,305.40	$65.00	$16,510.00
501.4.1.C.1	CCTV INSPECTION - 15 INCH	8	HR	$252.00	$2,016.00	$401.40	$3,211.20	$145.00	$1,160.00
502.4.1.A.1	SANITARY SEWER MANHOLE - ECCENTRIC CONE - 60 INCH	1	EA	$14,832.00	$14,832.00	$6,987.60	$6,987.60	$12,800.00	$12,800.00
502.4.1.G.1	DOGHOUSE MANHOLE - 60 INCH	2	EA	$21,272.00	$42,544.00	$22,839.95	$45,679.90	$18,000.00	$36,000.00
504.4.1.D.1	SEWER SERVICE CONNECTION TO MAIN - 6 INCH	2	EA	$6,304.00	$12,608.00	$9,943.70	$19,887.40	$4,500.00	$9,000.00
505.4.1.B.1	PRESSURE SEWER PIPE - 16 INCH (INCLUDES EXCAVATION, BEDDING, BACKFILL, ETC.)	20	LF	$100.00	$2,000.00	$928.90	$18,578.00	$1,225.00	$24,500.00
507.4.1.D.1	16 INCH ROMAC MACRO HP COUPLING	2	EA	$1,530.00	$3,060.00	$2,969.70	$5,939.40	$3,000.00	$6,000.00
512.4.1.A.1	SEWAGE BYPASS SYSTEM	1	LS	$15,642.00	$15,642.00	$58,625.30	$58,625.30	$17,250.00	$17,250.00
802.4.1.A.1	CRUSHED AGGREGATE FOR BASE TYPE A	250	CY	$75.00	$18,750.00	$135.40	$33,850.00	$40.00	$10,000.00
810.4.1.A.1	ASPHALT PAVEMENT, SP3 PG 58-28 W/ 1/2" AGGREGATE, 6 INCH THICKNESS	340	TONS	$175.00	$59,500.00	$172.40	$58,616.00	$166.00	$56,440.00
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	$31,440.00	$31,440.00	$41,781.30	$41,781.30	$22,000.00	$22,000.00
1104.4.1.A.1	DOUBLE YELLOW MARKING - 4 INCH WIDE	180	LF	$6.00	$1,080.00	$1.60	$288.00	$4.00	$720.00
1104.4.1.B.1	BROKEN WHITE MARKING - 4 INCH WIDE	49	LF	$6.00	$294.00	$1.60	$78.40	$8.00	$392.00
1104.4.1.C.1	WHITE MARKING - 8 INCH WIDE	290	LF	$6.00	$1,740.00	$3.20	$928.00	$3.50	$1,015.00
1104.4.1.D.1	CROSSWALK DETAIL	1	EA	$297.00	$297.00	$1,849.50	$1,849.50	$1,886.00	$1,886.00
1104.4.1.E.1	TURN ARROW	3	EA	$149.00	$447.00	$127.20	$381.60	$190.00	$570.00
1104.4.1.F.1	BIKE LANE MARKING	1	EA	$149.00	$149.00	$160.60	$160.60	$375.00	$375.00
1006.4.1.C.1	INLET PROTECTION	2	EA	$170.00	$340.00	$261.00	$522.00	$340.00	$680.00
2030.4.1.A.1	MANHOLE - 48 INCH - ADJUST TO GRADE	2	EA	$4,500.00	$9,000.00	$2,038.70	$4,077.40	$2,215.00	$4,430.00
		BID SCHEDULE TOTALS			**$464,375.00**		**$653,504.05**		**$579,507.00**

CITY OF POST FALLS

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Andrew Arbini, Projects Division Manager
From: Christopher D. Gabbert, Deputy City Attorney
Date: April 22, 2026
Re: April 16, 2026, Bid Opening – SH-41 and Poleline Ave. Gravity Sewer Pipe Rehabilitation

---

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about April 16th, 2026, I received copies of two (2) bids that were received and opened by the City Clerk, Shannon Howard, at or about 1:00 p.m.

The bids consisted of submissions from Gritty Lands Development, LLC ($579,507.00) and Simco Development Group ($653,703.55).

I have reviewed the submittal from the apparent low bidder Gritty Lands Development, LLC ("Gritty"). Based on the bid total sheet, Gritty appears to be the lowest responsive bidder. I did a cursory review of the other bid as well, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is needed, I will be glad to accommodate.

My review of the Gritty bid leads me to conclude, on a purely legal level, that Gritty is the lowest responsive bidder, and if the City intends to award the bid, it should be awarded to Gritty. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the Deputy City Clerk. The submittal by Gritty appears timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
    b. 5% Bid Bond;
    c. Bidder information identifying Gritty Lands Development, LLC as an Idaho limited liability company;
    d. List of subcontractors, including identification of licensures;
    e. Executed Non-Collusion Affidavit;
    f. Executed Anti-Discrimination Affidavit;

g. The attestations and documents were executed by Garrett DeMers, Owner of the company.

3. I researched the Public Works License of Interstate to confirm the validity of the license, the level of the license, and the approved types of work. Gritty is a licensed Public Works Contractor with a Class "AA" license No. 064633. This license class permits a contractor to execute public works contracts up to an estimated cost of $3,000,000.00.
4. I also reviewed the business status of Gritty with the Idaho Secretary of State. The entity is listed as Active & Good Standing.

Based on my review, Gritty is compliant with Idaho Law and the City of Post Falls Procurement standards, and is the lowest responsive bidder at $579,507.00, which is approximately $74,000 lower than the next bidder, Simco Development Company.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to opine on the technical aspects.

Should you have any questions, please feel free to contact me.

Sincerely,

Chris Gabbert

Christopher D. Gabbert
Deputy City Attorney

SECTION 00 51 00 - NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Post Falls	Owner's Project No.:	
Engineer:	Ardurra Group, Inc.	Engineer's Project No.:	240451
Project:	SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130		
Contract Name:	SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130		
Bidder:	Gritty Lands Development		
Bidder's Address:	7070 W Nash Road, Spirit Lake, ID 83869		

You are notified that Owner has accepted your Bid dated **April 16, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Schedule A - SH-41 and Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation

The Contract Price of the awarded Contract is $**579,507.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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Owner:

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Divison Manager

SUBJECT: Poleline and SH-41 Gravity Sewer Replacement, Contract Amendment for Construction Management Services

---

ITEM AND RECOMMENDED ACTION:
City Council approves and authorizes the mayor to sign the contract amendment with Ardurra Consulting Engineers for construction management services (CMS) for the Poleline and SH-41 Gravity Sewer Replacement.

DISCUSSION:
City Council approval of the design contract with Ardurra Engineers in 2025 authorized design services only. Construction support services are necessary to ensure construction of the project conforms to the contract requirements. Adding the support services at this phase of the project allows the final design to inform the amount of construction support required for the project.

Prior to 2025, City Staff discovered a deficiency in a section of gravity sewer line at the intersection of SH-41 and Poleline Avenue. Specifically, the deficiency is a low point in the gravity sewer which is causing water to back up (surcharging). The increasing flows in this sewer basin will continue to compound the effects of this deficiency.

The original gravity sewer line was installed around 2006 as a city project. The gravity sewer line extends to the east on Poleline Avenue, serving existing and future flows in this area. This project will replace approximately 250 feet of the gravity sewer pipeline and requires close coordination with the Idaho Transportation Department (ITD) for the work inside the ITD Right of way and traffic control phasing throughout the project.

In addition to the work at Poleline and SH-41, city staff discovered a blockage in one of the two 12th Avenue forcemains, caused by debris in the line. This line, located on 12th Ave and east of SH-41, will serve as the future forcemain from the 12th Ave wastewater lift station to the Water Reclamation Facility (WRF). City staff chose to include this work with the larger Poleline and SH-41 sewer project as this approach is likely to save in construction costs through efficiency, especially pertaining to ITD permitting and traffic control.

Additional project improvements include a minor grade correction of two city utility manholes on SH-41, in proximity to Poleline and SH-41. Including this work in the project will satisfy the city's maintenance responsibilities of these utilities as outlined in the Maintenance Agreement with ITD.

City Staff will provide a brief presentation of this item to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 18, 2025 – Design services Agreement with Ardurra

APPROVED OR DIRECTION GIVEN:
City Council Approved the design services agreement with Ardurra

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this work is budgeted through the Water Reclamation Collections Capital Fund – Collection Projects line item. Approval is requested for the contract amendment in the amount of $117,940 and a 10% contingency of $11,794 to be authorized by the Public Works Director or his designee. Council approval is for the requested amount of $129,734.

BUDGET CODE:
652-463.3220.95520

ATTACHMENTS:
1. Amendment #3 CMS - 240451_Ardurra Addendum #3_CMS

April 24, 2026

Andrew Arbini
408 N. Spokane St.
Post Falls, ID 83854

E-MAIL DELIVERY WITH PDF ATTACHMENT
aarbini@postfalls.gov

RE: SH-41 & Poleline Ave. Gravity Sewer Rehab
Additional Services Addendum #3
Construction Administration and Observation

Dear Andrew:

Ardurra Group, Inc. is pleased to provide the enclosed Additional Services Addendum (ASA) for the referenced project. The ASA is pursuant to our agreement dated *December 4, 2024*.

Please sign the attached ASA and return the fully executed copy to me. We will commence the services described in the ASA upon receipt of the fully executed copy. In the interim, please do not hesitate to call with questions.

Sincerely,



Zach Thompson, PE
Senior Project Manager

Enclosure(s)
Exhibit A Scope of Work

ARDURRA

ADDITIONAL SERVICES ADDENDUM

THIS ADDITIONAL SERVICES ADDENDUM is pursuant to the original Agreement dated December 4, 2024 by and between Ardurra Group, Inc. (Consultant), and the City of Post Falls (Client) for the Professional Services described below.

PROJECT NAME: SH-41 & Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation
CLIENT: City of Post Falls
ARDURRA PROJECT NUMBER: 240451

1. Description of additional services to be provided by Consultant:

A. ASA #3 Construction Administration/Observation
See attached exhibit A for scope of work.

Task's 1,2 & 3 (Time and Materials) $117,940.00

2. Estimated Completion Date: October 1st, 2026.

3. The compensation to be paid Ardurra for providing the requested services shall be:

____ A. Lump Sum amount of: _____
X B. A Not to Exceed Time and Materials charge of $ $117,940.00
____ C. Unit Cost/Time Charges [*provide description*]

IN WITNESS WHEREOF, this Addendum is accepted on the date first above written subject to the terms and conditions above stated and the provisions set forth in the above-described Agreement.

Ardurra Group, Inc.		CLIENT: City of Post Falls	
SIGNED:		SIGNED:	
TYPED NAME:	Zach Thompson	TYPED NAME:	Randy Westlund
TITLE:	Senior Project Manager	TITLE:	Mayor
DATE:	4/24/2026	DATE:	

Return one fully executed copy to Consultant

SH-41 & Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 & 3130 Rehabilitation Construction Administration and Management

EXHIBIT A SCOPE OF SERVICES AND PROJECT BUDGET FOR THE CITY OF POST FALLS

Presented To:

Andrew Arbini
Projects Division Manager
City of Post Falls
408 N. Spokane Street
Post Falls, Idaho 83854

Presented By:

Zach Thompson, P.E.
Project Manager

ARDURRA

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 • FAX 208-762-3708

April 24, 2026

Poleline Ave. Gravity Sewer Pipe #2294 Rehabilitation

ARDURRA is pleased to have the opportunity to present this scope of work and fee estimate to the City of Post Falls for construction management and administrative services for the Poleline Ave. Gravity Sewer Pipe #2294, SSMH 2729 and 3130 Rehabilitation Project

SCOPE OF WORK

Gravity sewer pipe #2294 located at the intersection of Highway 41 and E Poleline Ave. in the City of Post Falls is in need of rehabilitation. A belly in the pipe was discovered by the City's Utilities Division and it is causing surcharging issues upstream of the pipe as well as flooding at nearby residences. Improvements to the gravity pipe must be made to prevent further surcharging and flooding issues that will likely occur with the increase in residential development in the area. The proposed rehabilitation design includes replacing approximately 250 LF of the 10" gravity sewer main utilizing 10" sanitary sewer pipe, doghouse manholes, and manholes to bypass the pipe belly and redirect flow to the downstream collection system.

The following assumptions are made for this Scope of Services:

1. The City shall be responsible for payment of all agency review and/or application fees.
2. Field quality control including compaction testing services will be provided by the contractor.
3. Design and Planning services are not provided under this scope of work.
4. A SWPPP will not be required, Ardurra will provide a letter to the City confirming this.
5. City Staff will provide coordination with the Public during construction, if necessary.
6. Pressure and leakage testing services will be conducted by the contractor as part of the construction contract.
7. The Contractor and the City are responsible for maintaining Traffic control and the ITD encroachment permit requirements.
8. The existing capacity and service area of the City of Post Falls wastewater system will not change, and rehabilitations will be with same capacity and material.
9. The contractor will be responsible for bypass pumping, where necessary.
10. The City of Post Falls staff will provide design guidance including any City specific rules including any landscaping requirements and recommendations for disturbance of existing vegetation on the site.
11. Entry onto private property will not be required.
12. The City of Post Falls Collections Master plan was approved by IDEQ on July 12, 2019.

ARDURRA proposes to provide the following engineering services to support the project.

1. **Project Management and Coordination**
   Project Management: Conduct daily management of the project and administrative tasks of a general nature as required over the duration of the project. This task includes efforts for design coordination, quality control, communications, and general project management to maintain continuity and flexibility. This task also includes time for monthly billings and monitoring budget items.

2. **Construction Administration/Observation**

Construction Administration (Office): Provide support and attend one (1) pre-construction conference after contract has been awarded to contractor. Provide office administration support and coordination and correspondence during construction. In addition, this includes submittals review, project schedule review and coordination, quality control testing review, preparation of responses on up to five (5) RFI's, support in preparation of up to two (2) change orders, review of contractor pay requests, and preparation of change order documentation. An allowance of time is included for this task. Assumes 3 hours per week for Project Manager and 4 hours per week for project engineer, a total of 8 weeks of construction is anticipated. Additional construction administration at the request of the City will be billed on a time and materials basis.

Construction Observation/Site Meetings: Conduct construction observation during construction to observe conformance of work with the engineering documents as required to allow the Consultant to certify construction was completed in accordance with approved plans and specifications. Observation activities may include but are not limited to: Construction Diaries, Materials Review, Testing Procedure, Workmanship Observation, Quantity Tracking, Punch List, etc. For this scope and budget, it is assumed that the Consultant will be on-site for 8 meetings. It is assumed that construction observation will be full time 40 hours per week for a staff engineer. Project engineer will attend weekly construction meetings. Ardurra will prepare weekly meeting agenda's and prepare and distribute minutes. Additional construction observations will be billed on a time and materials basis. STRATA will provide construction materials testing as a sub consultant to Ardurra. See exhibit C for STRATA scope of services.

Substantial and Final Completion Inspection: Conduct one (1) site visit for substantial completion inspection with the City Inspectors and Contractor. Prepare a punch list of work remaining and distribute it to contract parties. Conduct one (1) site visit for a final completion inspection with the City.

3. **Closeout**

Record Drawings: Prepare record drawings for submittal to the City based on marked-up plans from the contractor. Submittal shall be in conformance with City as built and electronic submittal standards for incorporation into the City GIS system.

Estimated Fees and Expenses:

The time and materials fee for services to be provided is included in this scope of work. The portion of the time and materials that is invoiced monthly will be based on Consultant's actual time spent. If approved in writing by the City, additional services, if required, will be billed on an hourly rate in accordance with the attached Functional Fee Schedule, Exhibit B.

1. CMS Services - Tasks 1, 2, 3, (Time and Materials)	**$96,940**
a. Sub Consultant	**$21,000**
Total	**$ 117,940.00**

The following services are specifically excluded from this agreement, but may be added by written authorization of the Client:

- Master Planning and/or Capital Improvement Planning.
- Preparation of environmental studies such as biological assessment, endangered species documentation, environmental assessment, or environmental impact statements.
- Cultural resource investigation.
- Landscape design.
- Architectural or structural services.
- Laboratory fees.
- Preparation of stormwater report.
- Preparation of Easements.
- Legal services.
- Agency submittal fees, review fees or permit fees.
- Client inspired changes or unforeseen changes arising due to regulatory decisions.
- Any services, product or professional responsibility not specifically described above.

ARDURRA

EXHIBIT ' B
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective January 1, 2025

I.	**PERSONNEL**	
	Regional Manager/Director	$270.00 - $350.00 /hour
	Project Manager	$155.00 - $350.00 /hour
	Project Engineer	$120.00 - $225.00 /hour
	Staff Engineer	$115.00 - $200.00 /hour
	Environmental Specialist	$130.00 - $280.00 /hour
	Aviation Planner	$160.00 - $325.00 /hour
	Construction Manager	$120.00 - $205.00 /hour
	GIS Specialist	$125.00 - $220.00 /hour
	Inspector/Technician	$90.00 - $210.00 /hour
	Information Technology	$120.00 - $150.00 /hour
	Administrative	$85.00 - $240.00 /hour
II.	**LANDSCAPE ARCHITECT**	
	Landscape Architect	$125.00 - $200.00 /hour
III.	**SURVEYING**	
	Survey Manager	$185.00 - $270.00 /hour
	Project Surveyor	$180.00 - $230.00 /hour
	Survey Technician	$110.00 - $155.00 /hour
IV.	**SURVEY EQUIPMENT**	
	Aquatic Survey Vessel	$200.00 /hour
	GPS or Robotic Survey Equipment	$75.00 /hour
	Conventional Survey Equipment	$25.00 /hour
	GIS Data Logger	$15.00 /hour
	UAV Flight Charge	$75.00 /flight
	LiDAR System	$800.00 /hour
	Drill and Generator	$80.00 /day
V.	**COMPUTER SOFTWARE**	
	Property Database Research	$50.00 /hour
	Traffic Modeling Software	$36.00 /hour
	CADD and Other Technical Software	$10.00 /hour
	SMS Software	$25.00 /hour
VI.	**REPRODUCTION**	
	In-House Reproduction	Hourly Labor Rates Apply
	Outside Reproduction	Actual Cost + 10%
VII.	**MILEAGE**	
	Vehicle	0.67 - 0.75 /mile
	ATV Vehicle	$20.00 /hour
VIII.	**OTHER DIRECT CHARGES**	
	Direct costs for material or services incurred for the project	Actual Cost + 10%

Notes:
1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
3. This fee schedule is subject to periodic adjustment.

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Project Budget
SH-41/Poleline Gravity Sewer Rehab CMS
Construction Services - Man-hour Estimate
March 9, 2026

ITEM NO.	DESCRIPTION OF WORK	Total Man-hour	Project Advisor	Project Manager	Survey Manager	Survey Crew	Project Engineer	Engineer Intern	Clerical
1	**Project Management and Coordination**								
	Project Management and Coordination	**26**		12			6		8
3	**Construction Administration / Observation**								
	Construction Observation	**484**		24			60	400	
	Construction Administration (Office)	**88**	4	24			40	20	
	Closeout/Record Drawings	**21**		3			6	12	
	TOTAL OF ESTIMATED HOURS	**619**	**4**	**63**	**0**	**0**	**112**	**432**	**8**

A. Summary Estimated Man-Hour Costs

Ardurra Total Labor Cost	619			$96,215.00

B. Estimated Expenses

		No.	Unit Cost	
Copies, Postage, Misc				
Vehicles (mileage)		1,000	$0.725	$725.00
Total Estimated Expenses				$725.00

C. Subconsultants

STRATA			$21,000.000	$21,000.00
				$0.00
Total Estimated Expenses				$21,000.00

TOTAL **$117,940.00**

April 17, 2026
File: CDP26064

Meghann Kolb-Neary
Ardurra
7950 N Meadowlark Way, Suite A
Coeur d'Alene, ID 83815
Phone: 208-755-0094
Email: mkolb@ardurra.com

RE: Proposal and Preliminary Fee Estimate
Construction Materials Testing
Poleline/Highway 41 Gravity Main
Poleline Avenue and Highway 41
Post Falls, Idaho

Dear Ms. Kolb-Neary,

STRATA is pleased to present this proposed scope of services and preliminary fee estimate/schedule to provide construction materials testing (CMT) services for the referenced project.

PROJECT INFORMATION

Mr. Benjamin Thompson will be the Project Manager and your main point of contact to coordinate our CMT and SI services.

This proposal contains information regarding our project understanding, the anticipated scope of services, details of our unit fees, and an estimate of the CMT investment. We have prepared our proposal based on the following:

- The project plans and specifications issued by Ardurra dated January, 2026; and
- Electronic mail and telephone conversations with Meghann Kolb-Neary of Ardurra in April of 2026.

PROPOSED CONSTRUCTION

The project consists of a 243 linear feet of 15-inch gravity sewer main being constructed at the intersection of Poleline Avenue and Highway 41 in Post Falls, Idaho. The proposed construction will include compaction testing and observation of pipe bedding and granular fill soils for pipe placement and backfill, as well as asphalt testing of roadway surface repairs.

We anticipate that our scope of services will consist of the following activities:

- Earthwork Observation and Testing
- Hot-Mix Asphalt Testing

In the following sections, we elaborate on our anticipated scope of services and our approach to providing Ardurra with professional CMT services.

Meetings

If requested, our Project Manager will attend a pre-construction conference with project representatives to review the special inspection and materials testing requirements and establish a report distribution protocol.

Our Post Falls office (208.772.2428) will handle service requests, meeting attendance, and routine communications. We assume the project General Contractor will facilitate the scheduling of our services. Accordingly, we request that all scheduling calls be made a minimum of 24 hours in advance of the requested service to allow the appropriate response time. **Please email northscheduling@stratageotech.com for your scheduling requests.**

Deviations

Observed deviations from the project plans and specifications will be brought to the immediate attention of the contractor. If the deviations are uncorrected, we will bring the items to the immediate attention of the Project Superintendent and/or design professionals. The deviations will be documented in our Daily Field Reports (DFRs) report.

Technical Management and Reports

Our Project Manager will review the DFRs generated by our field staff during construction. These DFRs will be delivered electronically to the distribution list established during the pre-construction meeting.

SCOPE OF SERVICES

Earthwork Observation and Testing Services

STRATA will provide a qualified field professional to perform in-place soil moisture and density testing services. These services will be provided during pipe bedding, pipe backfill, and 3/4-inch aggregate base. This will be provided periodically if the material is not classified as oversized/too granular to test. Should the material be classified as oversized/too granular to test, placement and compaction of the material may require full-time observation to document compaction methodologies and progress.

Our personnel will sample on-site and imported materials used for structural fill and/or backfill and transport these samples to our laboratory for required testing. The moisture-density relationship curve is key to the validity of the in-place density testing; therefore, when measuring percent compaction, we require that our laboratory develop a moisture-density curve for the material used on-site. Therefore, we will not rely on contractor- or supplier-provided values.

Hot-Mixed Asphalt (HMA) Paving

STRATA will provide a field professional to perform continuous quality control observation and testing during HMA placement and compaction of pavement. We will monitor pavement density with an uncorrelated nuclear density gauge and assist the contractor with establishing a roller pattern. In addition, our personnel will sample HMA and transport it to our laboratory for Rice Theoretical Density testing. If requested, our personnel can extract core specimens from the completed pavement to document in-place thickness and density as well as documentation of the pavement density through the use of a correlated nuclear density gauge.

SAFETY

We are committed to providing a safe work environment and taking action to prevent injury to our employees. We recognize that the most essential element in the success of our business is the individual employee. Therefore, we encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness and think about their safety, well-being, and that of their associates and co-workers. To accomplish this goal, we ask our construction services professionals to arrive at the project site approximately 15 minutes early to comply with our internal safety program, which includes completing an internal safety review before performing the requested testing or inspection services. This is especially important to our staff's safety and well-being due to the high number of projects and the associated differing hazards they are exposed to each day. In addition, we will adhere to the Health and Safety Plan governing the

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project, including training, regular meetings, safety documentation, and the use of personal protective equipment (PPE).

FEE ESTIMATE

We will provide our services on a time-and-expense basis per the rates established in the attached Preliminary Fee Estimate, which will remain in effect throughout the project. The fees in the attached Preliminary Fee Estimate are based upon the estimated quantities indicated and are dependent upon your schedule and performance. These fees represent the amount of testing required based on our knowledge of the project documents and specifications. STRATA anticipates performing the required testing with management and field professionals from our Post Falls office (phone 208.772.2428). A minimum charge of 2 hours will be invoiced for all field services provided. Overtime for our field staff will incur a 1.5 multiplier to the rates established in our estimate for time in excess of 8 hours during one day outside of normal construction hours, (7:00 AM – 5:00 PM, Monday through Friday), and all hours on weekends and observed holidays. Additional fees will apply if additional visits, time, samples, or services are required.

This proposal excludes the cost of any equipment (i.e., scaffold, scissor lifts, telescopic booms, ladders, trench shoring, etc.) to gain access to any area requiring inspection or sampling of materials. Modifications to our scope and fee will be required if additional field-cured concrete cylinders, laboratory-cured concrete cylinders, and/or floor flatness testing is requested. Further, our services will be directly affected by the general contractor's schedule, workforce, jurisdictional requirements, and events that occur during the project, which cannot always be predicted. To better service your project, we request that you please schedule at least 24 hours in advance of the needed service. Calls for services with less than 24 hours notification may incur a short notice fee equivalent to 2 hours; similarly, calls for services that are canceled with less than 24 hours' notice will also incur a charge equivalent to 2 hours.

LIMITATIONS

The above scope of services is for construction materials testing, special inspection, and laboratory services. Our services do not include a geotechnical evaluation of any kind. Therefore, we are not assuming the Geotechnical Engineer-of-Record for the project. Our construction materials testing, special inspection, and laboratory services are limited to documentation of compliance with the plans and specifications. We do not represent or warrant that we have reviewed the construction documents (plans, specifications, etc.) for accuracy, appropriateness, or whether the documents meet the standard of care at the time of our services in the Post Falls area.

SUMMARY

We sincerely appreciate the opportunity to work with Ardurra Group and the design team and look forward to successful project construction and completion. Please provide an Agreement as formal authorization to proceed. This proposal is valid for 30 days from the issuance date.

Sincerely,
STRATA

Adam K Richter
Project Manager

Benjamin Thompson
Project Manager

AKR/BT/kc

Enclosure: Preliminary Fee Estimate

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PRELIMINARY FEE ESTIMATE

Poleline/Hwy 41 Gravity Main

Post Falls, ID

CDP26064

Project Manager: Benjamin Thompson

	Quantity	Unit	@	Rate	Totals
Earthwork Testing					
Field Professional	30.00	hours	@	$98.00	$2,940.00
Estimates 10 site visits of 3 hours each for compaction testing of pipe bedding and aggregate base for roadway and manholes.					
Field Professional	40.00	hours	@	$98.00	$3,920.00
Estimates 10 site visits of 4 hours each for observation of oversized pipe backfill.					
Field Professional	4.00	hours	@	$98.00	$392.00
Estimates 2 site visits of 2 hours each for imported aggregate and native soil sampling for proctor testing.					
Moisture Density Relationship Curve	6.00	each	@	$285.00	$1,710.00
Sieve Analysis of Coarse & Fine Aggregate	6.00	each	@	$185.00	$1,110.00
Density Gauge - Day	10.00	each	@	$100.00	$1,000.00
Trip Charge	22.00	each	@	$45.00	$990.00
Assumes 22 trips.					
				ESTIMATED FEE:	**$12,062.00**
Asphalt Testing					
Field Professional	30.00	hours	@	$98.00	$2,940.00
Estimates three site visits of up to 8 hours for density testing to determine a roller pattern and coring, and three site visits at 2 hours sampling HMA each day of paving.					
Rice Max Theoretical Test	3.00	each	@	$150.00	$450.00
Asphalt Core Density	3.00	each	@	$65.00	$195.00
Density Gauge - Day	3.00	each	@	$100.00	$300.00
Coring Equipment & Generator	3.00	each	@	$325.00	$975.00
Trip Charge	6.00	each	@	$45.00	$270.00
Assumes 6 trips for asphalt testing.					
				ESTIMATED FEE:	**$5,130.00**
Project Administration					
Project Manager	15.00	hours	@	$160.00	$2,400.00
Project Administrator	15.00	hours	@	$90.00	$1,350.00
				ESTIMATED FEE:	**$3,750.00**
				Total Preliminary Fee Estimate:	**$20,942.00**

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: City of Post Falls - 2025 Transportation Master Plan

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ITEM AND RECOMMENDED ACTION:
Complete deliberations from the Public Hearing that was conducted on April 21, 2026 and approve the adoption and implementation of the 2025 Transportation Master Plan.

DISCUSSION:
On April 21, 2026 a public hearing was conducted before City Council. The Staff / Applicants presentation highlighted the public process that commenced in 2023, including two (2) City Council Workshops, two (2) Public Open Houses, Stakeholder Meetings, public outreach at Post Falls Days and a Technical Advisory Group. Plan development included assessment of existing conditions to calibrate the Kootenai Metropolitan Planning Organizations (KMPO) model to develop a more refined local model of the City's Collector and Arterial Roadways. Future system conditions were reviewed for the years 2030, 2035 and 2045 to identify potential system deficiencies, if no new roadway improvements are made, and what projects would be recommended to mitigate deficiencies and provide a transportation system that would be operating at established Levels of Service (LOS) for the year 2045. Proposed projects were put into Short / Mid / and Long range orders of priority along with an anticipated implementation plan.

The Transportation Master Plan is a guiding document utilized to assess the impact of growth on the transportation system. The 2025 Plan has been in development for three (3) years and is based off 2023 traffic data. During the Public Hearing, no public testimony was received. Main areas of discussion between Council and Staff included multi-use facility locations / philosophy and provisions of major north / south corridors. A motion to adopt the 2025 Transportation Master Plan was made and then removed to allow for tabling of any further action, allowing additional time for members to review the documentation that was included in the Council Packet for the Public Hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
See Agenda Report from 04/21/2026 Public Hearing

APPROVED OR DIRECTION GIVEN:
All items requiring City Council action have been approved to date. Guidance from City Council during workshops was incorporated into the final documents.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The 2025 Transportation Master Plan identifies $362,783,000 of roadway and muti-modal transportation projects to be completed between 2025 and 2045. Funding for these projects would be completed through a combination of Impact Fees, Developer funding, collaboration with partner jurisdictions and grant funding. Revisions to Impact Fees will be resolved by a separate public hearing and City Council action.

BUDGET CODE:
N/A

ATTACHMENTS:
1. City Council Meeting • Agendas & Minutes • CivicClerk
2. Transportation Master Plan Memo 4.30.26

CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 4/21/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: City of Post Falls - 2025 Transportation Master Plan

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ITEM AND RECOMMENDED ACTION:
This item is a public hearing on the draft 2025 Transportation Master Plan. Council should listen to any public testimony that is received and make a motion to approve, amend, or reject the draft plan.

DISCUSSION:
The City of Post Falls currently manages transportation planning for vehicular and multi-modal transportation based on the City of Post Falls 2017 Transportation Master Plan. The 2017 Master Plan was built off traffic conditions and growth projections from 2014, and identified needs and priorities through 2035. In 2023, the City of Post Falls hired JUB Engineers to update the City's Transportation Master Plan utilizing 2023 traffic data, 2020 census data and updated growth projections coordinated with the Kootenai Metropolitian Planning Organization. The updated plan identifies projected system operations and needs to meet established levels of service through the year 2045.

To update the Transportation Master Plan, traffic counts were collected from 80 locations throughout the City to provide a calibrated local model focused on City operations and built off the regional model that is maintained by the Kooteani Metropolitian Planning Organization. Growth projections were coordinated with the Kooteani Metropolitian Planning Organization. Plan development included coordination with a Technical Advisory Group, collaboration with community stakeholders and consideration of regional planning efforts for the Rathdrum Prairie Area Transportation Plan and expansion of Interstate 90. Public outreach was conducted that included public surveys, two (2) public open houses and gathering community feedback at Post Falls Days in 2025. In 2025 two (2) workshops and one new business item were conducted with City Council to address the status of the Master Plan Update and preliminary results.

The updated model indicates that the transportation system is currently working within the adopted Level of Service (LOS) Standards for 2025. Areas that do not currently meet adopted LOS Standards have current mitigation under construction or are on the City's existing Impact Fee Capital Improvement Plan. The 2025 Transportation Master Plan establishes a recommended capital improvement plan and an anticipated implementation plan. Projects are categorized into Short-Term, Medium-Term and Long-Term. Actual implementation is dependent on the intensity and location of growth during the planning window.

Multi-modal projects were developed through an analysis of 7 characteristics that would influence successful implementation of the expansion for bicycle and pedestrian infrastructure. Proposed projects were coordinated with the City's Community Development, Parks and Public Works Departments. Some of the projects within the Multi-modal implementation plan will be incorporated into Parks Master Planning.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
Professional Services Agreement with JUB Engineering - April 10, 2023
Transportation Master Plan - Traffic Planning - March 18, 2025
City Council Workshop #1 - May 5, 2025
Contract Amendment #3 - October 10, 2025
City Council Workshop #2 - December 16, 2025

APPROVED OR DIRECTION GIVEN:
All items requiring City Council action were approved. Guidance from City Council during workshops was incorporated into the final documents.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
The 2025 Transportation Master Plan identifies $362,783,000 of roadway and multi-modal transportation projects to be completed between 2025 and 2045. Funding for these projects would be completed through a combination of Impact Fees, Developer funding, collaboration with partner jurisdictions and grant funding. Revisions to Impact Fees will be resolved by a separate public hearing and City Council action.

BUDGET CODE:
N/A

ATTACHMENTS:
1. PF_TMP_AdoptionPresentation
2. 2025 Transportation Master Plan (final)

CITY OF POST FALLS

PUBLIC SERVICES DEPARTMENT

Engineering Department

MEMO

To: Honorable Mayor Westlund and City Council

From: Robert S. Palus, PE – City Engineer

Date: April 30, 2026

Regarding: City of Post Falls Transportation Master Plan

Engineering Staff met with City Councilor Steigleder on Tuesday, April 28th, to discuss needs for providing for north / south priority movement through Post Falls similar to Pleasant View Road, Prairie Ave. or Cecil Rd. (north of Poleline Ave.). During the conversation it was identified by Councilor Steigleder that:

- The concern is not about providing a "high speed" roadway, but providing a priority to moving traffic through the community without frequent stops or delays
    - Limited access points such as Prairie or the referenced section of Cecil Rd.
    - Controlled intersections (traffic signal or roundabouts) of ½ mile or greater spacing, with less being better.
- The recommendation is for staff to modify the Transportation Master Plan for Greensferry Road to be classified as a Principal Arterial roadway.

During the conversation, the differences and similarities between Minor Arterials and Principal Arterials were discussed:

- Minor Arterials – 110 feet of Rights-of-way and 6,000 to 15,000 trips per day
    - Intersection Spacing at less than ¼ mile
- Principal Arterials – 110 feet of Rights-of-way and 12,000 to 32,000 trips per day
    - Intersection Spacing ¼ Mile
- Both Minor and Principal Arterials are preferred to have Traffic Control (signal or roundabout) at ½ mile or greater spacing.
    - Traffic control does not get installed unless meeting the Level of Service (LOS) or safety requirements
- Pleasant View (north of I90), Prairie Ave. and Greensferry Road (north of Seltice Way) are Critical Arterial Corridors in the KMPO Plan
    - 35 mph speed limit (minimum)
    - Limit cross traffic to ½ mile spacing
    - Site access limited to the greatest extent possible on these corridors, with access directed towards alternate routes.

Greensferry Road in Staff's opinion would be conducive to providing a north / south priority movement in the community.

- Greensferry Road is classified as a Minor Arterial (can accommodate a 5-lane roadway construction)
- Greensferry Road is identified as a Critical Arterial Corridor (KMPO)
    - ½ mile cross traffic spacing
    - 35 mph roadway
    - Requires the City to limit the development of new access points that facilitate cross traffic movement onto Greensferry, outside of the ½ mile spacing
    - Staff would reduce existing access points within the Corridor area as traffic volumes and safety warrant.

- The proposed 2025 Transportation Master Plan indicates that for Greensferry to serve traffic through 2045:
    - 5 lane roadway section from Seltice Way to Poleline Ave. (Mid-term project P-17)
    - 3 lane section from Poleline Ave. north (Long-term projects P-18 and P-19)
        - Constructed sections of Greensferry Road between Poleline Ave. and Hope Ave. have been constructed at a 5-lane cross section
    - Restrict roadway access / cross traffic movements at 12th Ave. (short-term project P-11)
    - Install traffic signal at Greensferry / 16th, ½ mile from Mullan and Poleline (Mid-term project P-12)
    - Install traffic signal at Greensferry / Hope, ½ mile from Poleline and Prairie (Long-term project P-14)

Other:

- Discussed closures of cross traffic shown in master plan for 12th Avenue at: Spokane St, Idaho St, and Greenferry Rd.
- Conversation between School District and Engineering Staff, where School District is generally supportive of
    - signalization at 15th Ave. on Spokane St. and Idaho St.
    - cross movement restrictions on 12th Avenue at Spokane St.

Post Conversation follow-up – April 30, 2026:

Engineering Staff has coordinated conversations and additional review with the consultant (JUB Engineers) and KMPO regarding the conversion of Greensferry from a Minor Arterial Roadway to a Principal Arterial Roadway. Staff does not support a reclassification to a Principal Arterial; however, staff is of the opinion that the roadways classification as a Minor Arterial and application of the KMPO Critical Arterial Corridor Policy achieves that same performance.

Existing system modeling shows Greensferry Road south of Poleline Ave. with traffic volumes less than 7,500 vehicles per day. By 2045 traffic volumes along the same section of roadway are expected to increase to 12,500 vehicles per day. Minor Arterial Roadways typically have expected traffic volumes of 6,000 to 15,000 vehicles per day. Principal Arterials have expected traffic volumes of 12,000-32,000 vehicles per day. Both Principal Arterial and Minor Arterials have a requirement of 110 feet of road rights-of-way. Greensferry Rd. is identified as a Critical Arterial Corridor in the KMPO Critical Arterial Corridor Policy, as such; development along Greensferry Road (north of Seltice Way) will be subject to the same access restrictions as a Principal Arterial regardless of its classification as a Minor or Principal Arterial Roadway. Current traffic volumes do not support the reclassification of Greensferry Road to a Principal Arterial and would not be approved for the Federal Functional Classification by ITD and FHWA, based on recent regional reclassifications being completed with KMPO. Staff is of the opinion that the Minor Arterial classification with the Critical Arterial Corridor designation achieves the same goals of functionality as a principal arterial.

Implementation:

- Staff will have JUB modify the Master Plan documentation to replace mid-term project P-15 with a turning movement restriction at Horsehaven Ave. / Greensferry Rd. This will require Horsehaven Ave. being connected to Cecil Rd. for implementation. This removes a traffic signal
- The Transportation Master Plan references the KMPO Critical Arterial Policy in the Access Management Standards as being an additional requirement.
- New projects will comply with the Access Management Standards of the Critical Arterial Policy along Greensferry Road.
- Existing access points would be removed as safety concerns develop and/or with projects that install infrastructure along the corridor.

Thank you,

Robert S. Palus, PE
City Engineer
rpalus@postfalls.gov
208-457-3331

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: 2026 Chip Seal Contract Award - American Road Maintenance

---

ITEM AND RECOMMENDED ACTION:
City staff recommends that the City Council authorize the Mayor to accept the bid and to sign the corresponding contract documents for the 2026 Asphalt Basalt Chip Seal and Fog Seal Bid in the amount of $498,955.30 to the low bidder: American Road Maintenance Inc. of Tucson, AZ. Staff also requests authorization to include a contingency of 5% in the amount of $24,947.77 for a total request of **$523,903.07**

DISCUSSION:
The City of Post Falls solicited pre-qualification documents beginning March 17th, 2026 for the 2026 Chip Seal contract. The City received bids from (2) pre-qualified bidders. The low bid was from American Road Maintenance Inc.
This year's contract consists of 119,131 square yards of ½" chip seal placement and 130,535 square yards of fog seal placement. The bid opening was held on April 9th, 2026, 10:00 AM at Post Falls City Hall.
Two bids were received and the results are as follows:

Company	**Square Yard Unit Prices**		**Total Bid**
	½" Chip Seal	Fog Seal	
POE Asphalt Paving	$ 3.90	$ 0.45	$ 523,351.65
American Road Maintenance	$ 3.75	$ 0.40	$ 498,955.30

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Funding for this program comes from the FY 2026 Streets Sealing and Maintenance line item with a beginning balance of $630,000.00. Total amount (including 5% contingency) is $523,903.07

BUDGET CODE:
001-431.0000.68110 – Sealing and Maintenance

ATTACHMENTS:

1. 2026 Chip Seal Presentation
2. 2026 0.5-inch Chip Seal-Fog Seal Contract Documents
3. 2026.04.24 Memo of Legal Bid Review
4. 2026 Bid - American Road Maintenance
5. 2026 American Road Maintenance Prequalification App Chip Seal
6. 2026 NOTICE OF AWARD

2026 Chip Seal Contract

Ross Junkin/Maintenance Manager
Public Works
5/5/2026



CITY OF POST FALLS

Advertisement & Bids:

- Pre-qualification process (2 qualified contractors)
- Two bids received
  - American Road Maintenance: $ 498,955.30
  - Poe Asphalt: $ 523,351.65

Recent comparisons (of low bids)

	Square Yard Unit Price			
Year	¼" Chip Seal	3/8" Chip Seal	½" Chip Seal	Fog Seal
2026	--	--	3.75	$0.40
2025	$3.45	$4.75	--	$0.48
2024	$4.55	$7.00	--	$0.50
2023	$3.00	$4.00	--	$0.45
2022	$2.75	$3.26	--	$0.32

FY26 Budget

- $630K dedicated budget for annual Asphalt Sealing related work.

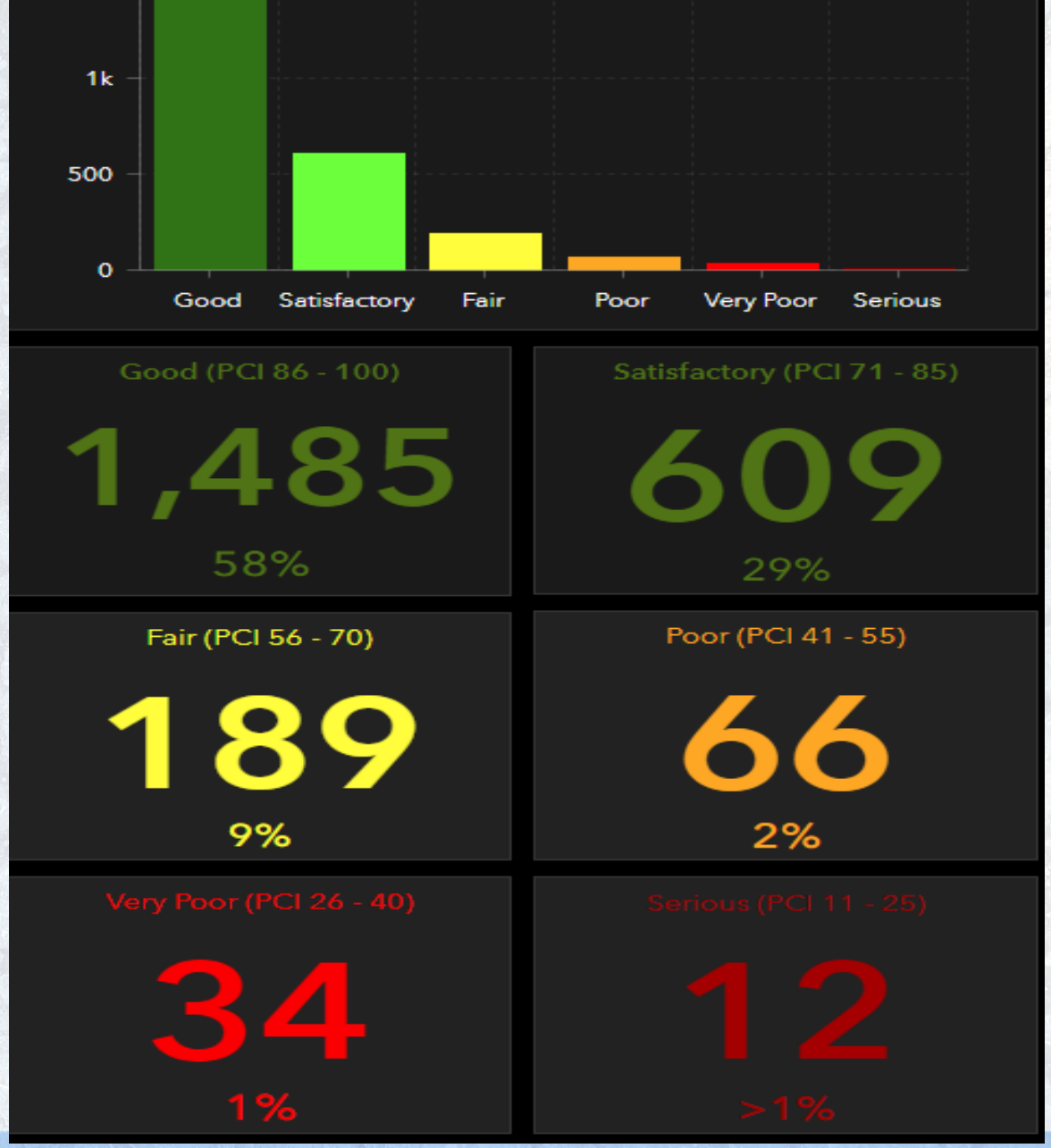
Comparing Past Chip Seals

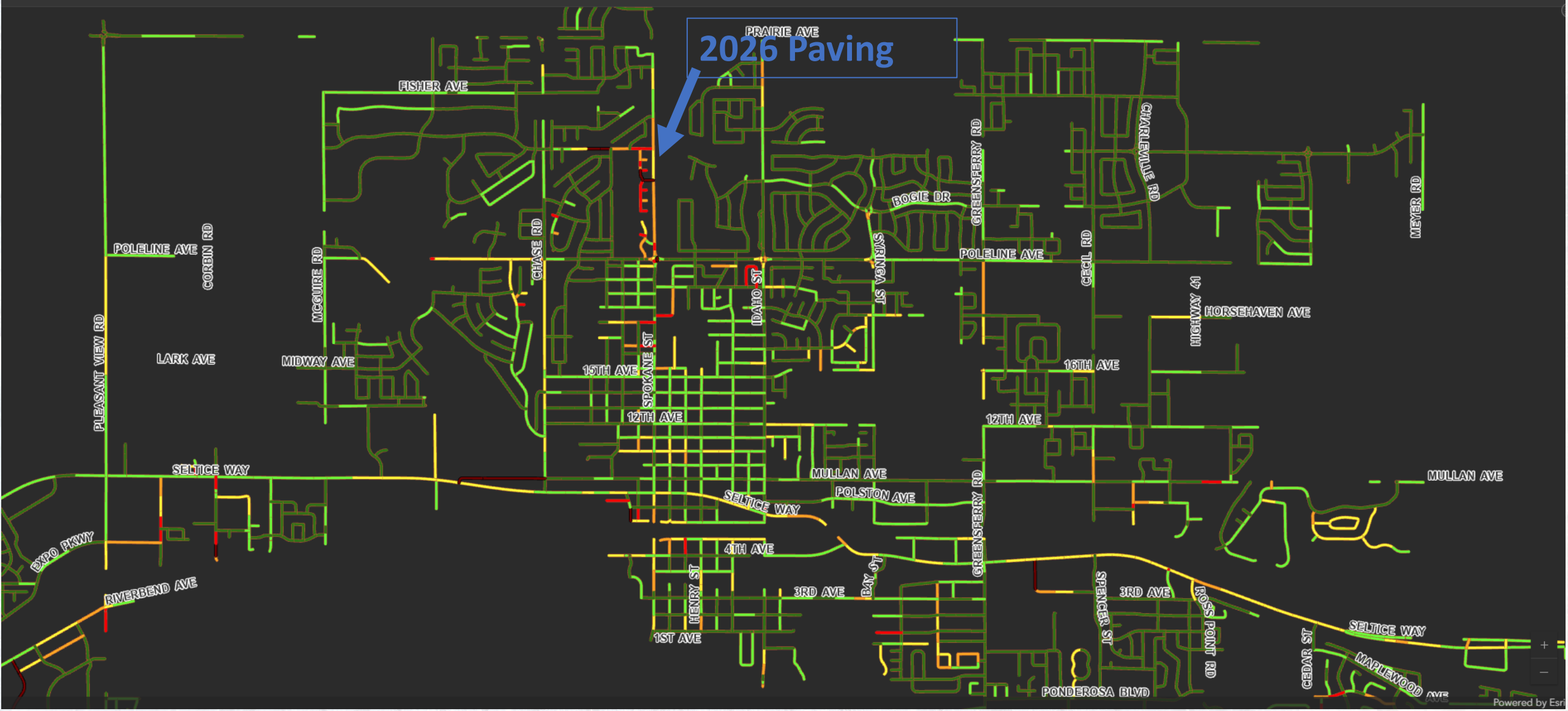
- As of 2024: ~209 center lane miles (currently 217 miles)

Year	Miles	% of City Chip Sealed
2026 *wider arterial streets	3.74	1.8 %
2025	8.58	4.1 %
2024	5.31	2.7 %
2023	4.87	2.5 %
2022	6.15	3.1 %
2021	5.86	2.9 %

- Best Management Practice: Chip Seal streets every 7-10 years = 30/21 miles per year respectively

2022 Pavement Condition Data




2026 Paving
PRAIRIE AVE
FISHER AVE
POLELINE AVE
CORBIN RD
MCGUIRE RD
CHASE RD
PLEASANT VIEW RD
LARK AVE
MIDWAY AVE
15TH AVE
SPOKANE ST
IDAHO ST
SYRINGA ST
BOGIE DR
GREENSFERRY RD
CHARLEVILLE RD
CECIL RD
MEYER RD
HIGHWAY 41
HORSEHAVEN AVE
16TH AVE
12TH AVE
SELTICE WAY
MULLAN AVE
POLSTON AVE
EXPO PKWY
RIVERBEND AVE
4TH AVE
3RD AVE
HENRY ST
BAY ST
1ST AVE
SPENCER ST
ROSS POINT RD
CEDAR ST
MAPLEWOOD AVE
PONDEROSA BLVD
Powered by Esri

Future Chip Seals

- We have found that chip sealing is the most cost-effective way to prolong the life of our streets. It seals the asphalt from water (freeze-thaw cycles), UV rays, and provides an additional wear/traction layer.
- Staff plans to use the budget process to keep up with price increases.
- Post Falls has been chip sealing since at least 1999 (+PFHD)

Future Pavement Assessments

- Staff plans to conduct future Pavement Condition Assessments on a consistent basis to monitor our streets (every 5-7 years)

Recommendation

- Staff recommends awarding this contract to American Road Maintenance Inc.
- Bid amount of $ 498,955.30 + contingency of 5% ($ 24,947.77)

  - **Total requested amount = $523,903.07**

Questions?

NOTICE OF AWARD

2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of **$ 498,955.30**

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Post Falls, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter called "Owner", and American Road Maintenance, Inc. whose address is 4554 E. Eco Industrial, Tucson, AZ 85756 hereinafter called "Contractor".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor agrees to perform and complete in a workmanlike manner all work required under the Bid Schedule of the Owner's Contract Documents and Specifications entitled "**2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**," in accordance with the Specifications and Drawings therefore, to furnish, at his own expense, all plant, temporary structures, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary therefore, except for such materials, equipment, and services as may be stipulated in said Specifications to be furnished by the Owner, and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II. The Contractor shall be responsible for furnishing all said labor, services, materials, equipment, and supplies; furnishing and removing all plant, temporary structures, tools, supplies, transportation, utilities, and all other items and facilities and equipment, and doing everything required by the Contract Documents; also, for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by the Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings. The Owner will pay, and the Contractor shall receive, in full compensation therefore, the sum named in Article IX below.

ARTICLE III. The parties recognize that the work to be performed under this contract will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. The Contractor shall be responsible to ensure that the Contractor's employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

ARTICLE IV. The Owner hereby employs the Contractor to perform the work according to the terms of this Agreement for the sum set forth in Article IX, and agrees to pay the same, at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The Contract Documents shall be comprised of the documents listed and defined in Paragraph 1.07, "Contract Documents," of the General Conditions.

ARTICLE VI. The Contractor agrees to a one (1) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

ARTICLE VII. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed, ***but not before July 6, 2026***.

ARTICLE VIII. The Contractor shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance as specified in Section 8 of the Supplementary Conditions.

ARTICLE IX. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **$ 498,955.30**

ARTICLE X. **The Contractor shall complete all work by August 29, 2026**.

ARTICLE XI. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and such amounts as required by the Contract Documents.

ARTICLE XII. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XIII. If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of $1,000.00 for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

ARTICLE XIV. The required Bonds shall be held in full force until the Final Acceptance has been issued.

ARTICLE XV. The Contractor agrees to comply with the requirements of I.C. § 44-1001.

ARTICLE XVI. 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 be applicable 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. Each party shall be responsible for its own fees and costs.

ARTICLE XVII. 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.

ARTICLE XVIII. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO**:** The clauses contained 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 acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

1. **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code § 67-2346).

2. **Boycotting Certain Sectors**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code § 67-2347A.
3. **Government of China**: Contractor certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
4. **Contract with Abortion Providers**: To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
5. **Employment of Bona Fide Idaho Residents**: If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code § 44-1003, as employees in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on this project, Contractor may employ up to ten (10%) nonresidents on this project. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if this project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)

CITY OF POST FALLS, IDAHO

By: _____
Randy Westlund, Mayor

Attest: _____
Shannon Howard, City Clerk

(SEAL)

_____
Contractor

By: _____
Signature

_____
Title

**** END OF SECTION ****

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of _____ dollars, $_____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor fails to perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wherever Contractor shall be, and declared by the City of Post Falls to be in default under the Contract, the City of Post Falls having performed the City of Post Falls' obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

> Obtain a bid(s) for the submission to the City of Post Falls for completing the Contract in accordance with its terms and conditions, and upon determination by the City of Post Falls and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Post Falls and make available as work progresses (even though there should be a default or a succession of defaults under the Contract(s) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Post Falls to the Contractor under the Contract and any amendments thereof, less the amount properly paid by the City of Post Falls to the Contractor.

This Bond is furnished pursuant to Idaho Code.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

_____	_____
(Contractor)	(Surety)
By: _____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

**** END OF SECTION ****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of _____ dollars, $_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled "**2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL**."

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
By:_____	By:_____
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)
PAYMENT BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED PRIOR TO AWARD BY EACH SUBCONTRACTOR NAMED BY THE APPARENT LOW BIDDER)

State of _____)
) SS
County of _____)

_____, being first duly sworn, deposes and says

that he/she is _____ of _____,

the party submitting a Bid for a subcontract covering:

_____

(Describe nature of subcontract)

that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the principal Contractor or anyone interested in the proposed subcontract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one Bidder from submitting separate sub-proposals or quoting prices for materials or work to other Bidders.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day

of _____, 20____.

_____
Notary Public

My Commission Expires _____
(Seal)

NOTICE TO PROCEED

To: _____

_____

_____

Date: _____

Project Description:
CITY OF POST FALLS
2026 ASPHALT BASALT CHIP SEAL
AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the Work by August 29th, 2026. The date of completion for all Work is, therefore, August 29th, 2026.

CITY OF POST FALLS, IDAHO

By _____
Randy Westlund, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. ____

CONTRACT: 2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

OWNER: City of Post Falls

TO: _____
(Contractor)

You are hereby requested to comply with the following changes.

Description of Changes (Supplemental Plans and Specifications attached)	DECREASE in Contract Price	INCREASE in Contract Price
See attached spreadsheet	$	$
TOTALS	$	$
NET CHANGE IN CONTRACT PRICE	$	$

JUSTIFICATION: Added/Deleted ___ miles of chip and fog seal to our "2026 Asphalt Basalt Chip Seal and Fog Seal Placement"

The amount of the Contract will be (Increased/Decreased) by the sum of: _____ ($00,000.00).

The Contract Total, including this and previous Change Orders, will be:
_____ _____ ($000,000.00).

The Contract Period provided for completion will be ____ Days.

This document will become a supplement to the Contract and all provisions will apply hereto.

ACKNOWLEDGEMENT OF CHANGE ORDER LIMITS
BY CONTRACTOR

Change Order No. _____

The increase or decrease in Contract Price and/or Contract Time stated in each and every Change Order shall unequivocally comprise the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on the Change Order after it is properly executed.

All Change Orders shall include a written record, submitted by the Contractor that states the basis of cost amount, including time and materials data that enables the Owner to determine the necessity and reasonableness of the Change Order.

_____ _____
(Owner) (Date)

Reviewed by_____ _____
(Owner's Architect/Project Manager) (Date)

_____ _____
(Contractor) (Date)

CERTIFICATION
Idaho Statute 44-1001
Employment of Residents of Idaho

_____
(Project Name)

I, _____, certify as _____of
(Name) (President / Owner / Other)

_____ that we complied with Idaho Statute 44-1001
(Company Name)

"Employment of Residents of Idaho", during the period of time for which Pay Request No. ____ was processed.

SIGNATURE: DATE:

_____ _____
(Signature)

_____
(Print Name)

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by the Owner or the Contractor at the time the Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and the Contractor elects, the deposit of securities in lieu of retainage. Refer to Section 5 of the General Conditions for provisions concerning payments to the Contractor.

B. COMPLETING THE FORM

The Bid Breakdown, submitted and approved as provided in Paragraph 5.01 of the General Conditions, should be copied in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. PROJECT MANAGER'S REVIEW

The Project Manager must review all Applications for Payment with care to avoid recommending any payments not yet earned by the Contractor. The Owner’s attorney should review all accompanying documentation of legal nature, such as lien waivers, and the Project Manager should so advise the Owner.

**** END OF SECTION ****

APPLICATION FOR PAYMENT NO. _____

To_____

Contract for 2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Owner's Contract No._____ Project Manager's Project No.____

For work accomplished through the date of _____.

Item	Contractor's Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
Total (Orig. Contract) C.O. No. 1 C.O. No. 2			$		$

Accompanying Documentation:		
	Gross Amount Due.....	$
	Less ____% Retainage.....	$
	Amount Due To Date.....	$
	Less Previous Payments…….....	$
	Amount Due This Application…	$

Contractor's Certification:

The undersigned Contractor certifies that 1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of the Contractor incurred in connection with the work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to the Owner indemnifying the Owner against such lien, claim, security interest or encumbrance); and 3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated_____, 20____ _____
Contractor

By: _____
(Authorized Signature)

Payment of the above Amount Due of This Application is recommended.

Dated_____, 20____ _____
Project Manager

PUBLIC WORKS CONTRACTOR'S AFFIDAVIT
AS TO OPERATIONS IN THE STATE OF IDAHO
DURING THE PAST FIVE YEARS

STATE OF IDAHO)
) ss.
County of _____) ss.

_____, being first duly sworn, on oath deposes and says:

That during the past five (5) years, I have contracted or operated within only the counties and cities as listed on Exhibit A, attached hereto and by reference made a part hereof, within the State of Idaho, in such manner as to expose the Contractor to assessment of taxes, excises or license fees assessable or chargeable by such political subdivisions within the meaning or Idaho Code Title 63, Chapter 15.

_____

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

(SEAL)

_____
Notary Public for Idaho

Residing at _____

Commission expires_____

GENERAL CONDITIONS
DEFINITIONS

Wherever used in these Contract Documents or Specifications, the following terms have the meanings indicated.

1.01 OWNER

A. The word "Owner" shall mean the city of Post Falls so named in the Contract Documents, and who is referred to throughout the Contract Documents as singular in number and masculine in gender. The term "Owner" shall mean the Owner or his authorized representatives. All necessary action by the Owner pertaining to the Contract will be taken by legally constituted authorities empowered to act on behalf of the Owner.

1.02 PROJECT MANAGER

A. The word "Project Manager" shall mean the individual or firm authorized by the Owner to oversee the performance of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Project Manager under this Contract shall be limited and does not include responsibility for the superintendence of construction processes, site conditions, operations, equipment, personnel or the maintenance of a safe place to work or any safety in, on or about the site of the work. The City's Public Works Director shall identify the Project Manager at the beginning of the project and if changes are made to the Project Manager role.

1.03 RESIDENT PROJECT REPRESENTATIVE

A. The words "Resident Project Representative" shall mean the individual authorized by the Owner to provide construction observation and administer the execution of the construction phase of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Resident Project Representative under this Contract shall not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on or about the site of the work. Where a Resident Project Representative is provided at the site of the work, said person shall be the sole authorized representative of the Owner and the Project Manager on-site relations with the Contractor.

1.04 CONTRACTOR

A. The word "Contractor" shall mean the party entering into Contract with the Owner for performance of the work called for in the Contract Documents, including the Contractor's authorized agents.

1.05 SUBCONTRACTOR

A. The word "Subcontractor" shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor's obligation under the Contract, and whose contractual obligations are with the Contractor and not with the Owner.

1.06 CONTRACT

A. The word "Contract" shall mean the agreement between the Owner and the Contractor for the satisfactory performance of the construction work indicated on the Drawings and specified herein and the consideration therefore, all as evidenced by the Contract Documents.

1.07 CONTRACT DOCUMENTS

A. The "Contract Documents" shall comprise the following documents, including all additions, deletions, modifications and appendices and all addenda thereto as prepared prior to the date of the Bid Opening setting forth modifications or interpretations of any of said documents and all change orders properly executed and agreed to by the Owner and the Contractor during the conduct of the work–Scope of Bid Proposal, Instructions to Bidders, Proposal, Information Required of Bidder, Bid Bond, Contractor's Non-Collusion Affidavit, Notice of Award, Agreement, Performance Bond, Payment Bond, and all certificates attached hereto, Subcontractor's Non-Collusion Affidavit, Notice to Proceed, Public Works Contractor's Affidavit As To Operations in the State of Idaho…., General Conditions, Supplemental General Conditions, Technical Provisions, Drawings, all addenda and Change Orders executed pursuant to the provisions of the Contract. Soils reports, if any, are provided for the convenience of the Contractor for information only, and are not a part of the Contract Documents.

1.08 SPECIFICATIONS

A. The word "Specifications" shall mean that portion of the Contract Documents comprising the Scope of Bid Proposal, Instructions to Bidders, Proposal, Bidder Information, General Conditions, Supplemental General Conditions, and the Technical Provisions of the Contract, and all referenced portions of material and testing standards and standard specifications, together with all addenda and change orders issued with respect thereto.

1.09 DRAWINGS; CONTRACT DRAWINGS

A. The words "Drawings" or "Contract Drawings" shall mean that portion of the Contract Documents comprising all Drawings, Plans, maps, profiles, diagrams or other graphic representations delineating the location, nature, extent and form of the work, together with applicable details.

1.10 DATE OF COMPLETION

A. Completion of the work as referred to herein shall mean substantial completion as determined by the Project Manager. The date of such substantial completion of a project or specified area or part of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders

agreed to by the parties, so that the Owner can occupy or utilize the project or specified area or part of the project for the use and purpose for which it was intended. The Contractor shall not be relieved by issuance of a Notice of Completion from meeting all of the requirements of the Contract Documents, and is further obligated to complete or correct all outstanding items of work listed on any attachments to the Notice of Completion within the time specified thereon.

2.01 INTENT OF CONTRACT DOCUMENTS

A. The intent of the Contract Documents is that the Contractor furnish all labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the construction work.

2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

A. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

A. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the Project Manager who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors, omissions or ambiguities, but shall comply with any corrective measures regarding the same prescribed by the Project Manager.

2.04 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Agreement
2. Specifications
3. Drawings

B. Within the Specifications, the order of precedence is as follows:

1. Addenda
2. Supplemental General Conditions
3. Scope of Bid Proposal
4. Instructions to Bidders
5. General Conditions
6. Technical Provisions
7. Referenced Standard Specifications
8. Proposal

C. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

3. Change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

2.05 REFERENCE TO STANDARDS OR PUBLICATIONS

A. Any reference made in the Contract Documents to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work, except to the extent that said standards or publications may be in conflict with applicable laws, ordinances or governing codes. No requirements of the Specifications or the Drawings shall be waived because of any provisions of, or omission from, said standards or publications.

2.06 REFERENCES TO PROPRIETARY PRODUCTS (Not Used)

2.07 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

A. Following execution of the Agreement, the Owner will furnish to the Contractor one (1) set of the Contract Documents, including Specifications together with reduced Drawings, if any.

3.01 PROJECT MANAGER'S AUTHORITY

A. The Project Manager shall have final technical authority on matters concerning 1) all questions which may arise as to the quality and acceptability of proposed substitute materials or equipment; 2) interpretation of Contract Documents; 3) technical review authority over all change orders; and 4) all questions as to the acceptable fulfillment of the Contract by the Contractor.

B. The Project Manager shall have final technical authority on matters concerning 1) the quality and acceptability of materials and equipment furnished to meet the provisions of the Contract Documents; 2) rate of progress of the work; 3) review of quantities of work performed by the Contractor for pay purposes; 4) technical review of overall construction-related change orders 5) Contract Administration; and 6) Project Manager-Owner-Contractor relations. The Resident Project Representative shall serve as the primary Owner/Project Manager contact with the Contractor during the work, and all communications between the Project Manager and the Contractor and between the Owner and the Contractor shall be handled by utilizing the Resident Project Representative as their contact representative.

C. Any difference which may arise between the Contractor and any other prime contractors will be mediated by the Project Manager; however, the Project Manager will not mediate disputes between the Contractor and his subcontractors or suppliers.

D. Neither the Project Manager's authority or responsibility under this article or under any other provision of the Contract Documents nor any decision made by the Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by the Project Manager shall create, impose or give rise to any duty owed by the Project Manager to the

Contractor, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

E. The Project Manager will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the work. The Project Manager will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

F. The Project Manager will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

G. The Project Manager's review of the final Application for Payment and accompanying guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

H. The limitations upon authority and responsibility set forth in this section shall also apply to the Project Manager's consultants, Resident Project Representative and assistants.

3.02 LEGAL ADDRESS OF CONTRACTOR

A. The address given in this agreement is hereby designated as the place to which all notices, letters and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

3.03 CONTRACTOR'S DAILY REPORTS

A. Except where otherwise provided, the Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the Project Manager, and shall be submitted to the Project Manager at the conclusion of each workweek.

3.04 RIGHTS-OF-WAY

A. Lands or rights-of-way for the work to be performed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Neither the Owner nor the Project Manager shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

3.05 CONTRACTOR'S OBLIGATIONS

A. The Contractor, at his own sole cost and expense, shall perform all labor and services and furnish all the materials, tools and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the work required by these Contract Documents, in the manner and within the time stipulated in the Technical Provisions. If, at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the work required, or the rate of progress stipulated, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at his own expense; but neither the making of such demands by the Project Manager nor the failure to make such demands shall relieve the Contractor of his obligation to secure the safe conduct of the work, the quality of work required, and the rate of progress stipulated in the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation. All the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the Project Manager as given from time to time during the progress of the work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The Contractor shall complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Drawings herein mentioned, at the prices fixed in the Contract. The amount of any applicable sales or use tax imposed by the State or any political subdivision or municipality thereof shall be included in the prices named in the Bidding Schedule(s).

B. A technically qualified, English-speaking supervisor or superintendent shall be designated in writing as the Contractor's Representative at the site, and shall supervise or superintend the work and shall provide competent supervision of the work until its completion. The supervisor or superintendent shall have full authority to act on behalf of the Contractor, and all directions given by the Project Manager to said supervisor or superintendent shall be considered as having been given to the Contractor. If said supervisor or superintendent is not present on that part of the work where the Project Manager desires to give instructions, such instructions may be given by the Project Manager to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Project Manager to said supervisor, superintendent or foreman will be confirmed in writing. All instructions and directions given by the Project Manager will be limited to matters properly falling within the Project Manager's authority as specified in Article 3.01, herein, and shall be effective when given, regardless if written or oral.

C. The Contractor's supervisor or superintendent shall be present at the site of the work at all times while work under the Contract is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor, until such time as such supervisor or superintendent is again present at the site; and no payment will be allowed for any work performed in the absence of such supervisor or superintendent. Work performed in violation of these provisions is subject to removal and reconstruction or reinstallation under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the Contractor of slowdown, delays, idled equipment, or any other costs incurred by the Contractor as the direct or indirect result of such suspension. If in the normal conduct of the business of the Contractor it may

become necessary for the designated supervisor or superintendent to leave the site of the work for any reason, the Contractor shall provide an authorized alternate, and a written notice shall be provided to the Project Manager prior to any such absence specifically designating the name of the person authorized to act on behalf of the Contractor during the absence of the designated supervisor or superintendent. Whenever the work is defined as being suspended under the provisions of this paragraph, any such suspension in excess of 15 days shall be just cause for the Owner to terminate the Contract under the provisions of Article 3.14, herein.

3.06 CLAIMS AND PROTESTS

A. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction or decision of the Project Manager, his Resident Project Representative or of any inspector to be unfair, he shall immediately upon receipt of such order, instruction or decision ask for a written confirmation of same. Upon receipt of written confirmation, the Contractor shall proceed without delay to perform the work or to conform to the order, instruction or decision; but, unless the Contractor finds such order, instruction or decision satisfactory, he shall, within 5 calendar days after receipt of same, file a written protest with the Project Manager stating clearly and in detail his objections and the reasons therefore.

B. Any decision, order, instruction, notice, or act of omission of the Project Manager to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a statement of his factual and legal contentions with respect thereto in the manner and within the times above specified prior to the Notice of Completion; and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature; provided that the Project Manager may, if the Contractor shows good cause and if the interests of the Owner will not be prejudiced, consider and decide a properly documented protest on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right in the Contractor, and failure or refusal of the Project Manager to exercise his authority thereunder shall not be subject to claim by the Contractor.

C. All protests under this article will be disposed of by agreement between the Project Manager and the Contractor, except that when agreement cannot be reached, the protest will be disposed of by the Project Manager's decision. The Contractor will be informed of the Project Manager's decision within 10 calendar days after the Contractor last submits data pertinent to the protest as provided for in Article 3.06 (A) and (B), herein. Failure of the Contractor to submit all pending, unresolved claims to the Project Manager prior to execution of said Notice of Completion shall constitute a waiver by the Contractor of all such claims, and the decision of the Project Manager shall be final and binding upon the Contractor.

D. In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the laws of the State in which the project is located shall govern and be applicable. Pending final disposition of a protest, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's decision as applicable.

3.07 INSPECTION AND TESTING

A. All materials furnished and all work performed under the Contract shall be subject to review by the Project Manager. The Contractor shall be held strictly to the true intent of the Contract Documents in regard to quality of materials, workmanship and diligent execution of the Contract. Such review may include field inspection as required. The Project Manager shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.

B. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether or not the work removed is found to be defective. Work covered up without the authority of the Project Manager shall, upon order of the Project Manager, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

C. Except as otherwise provided herein, the cost of review and inspection will be paid by the Owner. All inspection fees imposed by public agencies other than the Owner shall be paid by the Contractor.

D. The Project Manager will make, or have made, such inspections and tests, as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Supplemental General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Project Manager, as well as the cost of subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

3.08 ASSIGNMENT FORBIDDEN

A. The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the written consent of the Owner. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to his assignee or transferee, growing out of such termination.

3.09 SUBCONTRACT LIMITATIONS

A. The Contractor shall perform not less than 20 percent of the work with his own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to work, the value of which totals not less than 20 percent of the Contract Price.

B. In the Project Manager's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a subcontractor

shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work, which he is to perform.

C. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Project Manager upon the Project Manager's request. Each subcontract shall contain a reference to the Agreement and the General and Supplemental General Conditions of the Contract between the Owner and the Contractor, and the terms of said agreement and conditions of the Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Project Manager, if, in the Project Manager's opinion, the subcontractor fails to comply with the requirements of the prime contract insofar as the same may be applicable to this work.

D. The Contractor shall be responsible to the Owner and Project Manager for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any subcontractor and the Owner or Project Manager nor relieve the Contractor of any liability or obligation under the prime contract.

3.10 TEMPORARY SUSPENSION OF WORK

A. General. The Owner, acting through the Project Manager, may, by written notice to the Contractor, temporarily suspend the work, in whole or in part, for such period(s) as he may deem necessary due to: 1) unsuitable weather; 2) delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; or 3) failure on the part of the Contractor to carry out the provisions of the Contract, including, but not limited to, failure to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 5 calendar days of receipt from the Project Manager of written Notice to Proceed.

B. Effective Date. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.

C. Adjustment of Time. If the Contractor is delayed in completion of the work beyond the time named in the Contract Documents for the completion of the work, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage, or freight embargoes, the Contractor shall be entitled to an adjustment in the time of completion. No such adjustment will be made unless the Contractor shall notify the Project Manager in writing of the causes of delay immediately from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance neither with the Contract nor for ordinary delays and accidents, and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress.

D. In the event that contract completion is delayed beyond the time named in the Specifications by reason of shortages of Contractor-furnished materials, the Contractor

shall be entitled to an adjustment in time of completion; provided, however, that the Contractor shall furnish documentation acceptable to the Project Manager that he placed or attempted to place firm orders with suppliers a reasonable time in advance of the required date of delivery of the materials in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, and that the Contractor shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The Contractor shall notify the Project Manager, in writing, concerning the cause of delay, within 5 calendar days of the beginning of such delay. The validity of any claim by the Contractor to an adjustment in the time of completion shall be determined by the Project Manager, and his findings thereon shall be based on his own knowledge and observations of the events involved and documentation submitted by the Contractor, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of material will be considered under these provisions as a cause for adjustment of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

E. If the Contractor is delayed in completion of the work by reason of changes made under the provisions of Article 5.02 or changed conditions as provided under Article 3.17, herein, or by failure of the Owner to acquire right-of-way as provided under Article 3.04, herein, or by any act of the Project Manager or of the Owner, not contemplated by the Contract, an adjustment in the time of completion will be made by the Project Manager in like manner as if the work had been suspended for the convenience and benefit of the Owner; except that if the work under the Contract is increased as a result of changes, the Project Manager, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the Contractor shall notify the Project Manager in writing of the causes of delay within 5 calendar days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay.

F. Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the Contract within the number of calendar days set forth in the Contract Documents.

G. Payment for Delay. The contract prices paid for the work shall include full compensation for all costs incurred by reason of any delay to the work, except as otherwise provided in this section. No payment will be made for delay caused by failure on the part of the Contractor to carry out the provisions of the Contract, including failure to provide materials and workmanship meeting the requirements of the Contract Documents, or failure to provide a supervisory representative at the site at all times while work is in progress. In the event of a delay caused by suspension of the work for the sole convenience and benefit of the Owner, or by the failure of the Owner to furnish within contract time requirements, access to the work area for which the Owner is responsible under the Contract; and, provided that the Project Manager or Owner has notified the Contractor in accordance with Article 3.11 (A), hereof, the Contractor will be entitled to payment of the following costs, to the extent that no other contractor is liable therefore and subject to the succeeding provisions:

1. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

2. Costs incurred, with the written approval of the Project Manager, to mitigate the foregoing costs, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

The Contractor shall maintain complete and accurate daily records of all such costs, clearly distinguishing them from the costs of other portions of the work, and shall submit a detailed written report of such costs to the Project Manager. In addition, the Contractor shall submit evidence of any cause of delay specified hereinabove. As soon as practicable, following receipt of such report and evidence, if required, the Project Manager will determine the nature and extent of such costs and will, if he finds that payment is due, issue an extra work order therefore, subject to the provisions for Extra Work under Article 5.03. If the Project Manager determines that payment is not due, he will so advise the Contractor in writing. Should the Contractor disagree with such finding, he may submit a notice of protest to the Project Manager as provided in Article 3.06, herein. The Contractor shall provide the Project Manager with access to his daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and opened to inspection and audit by the Owner and his authorized representatives. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

3.11 EXTENSIONS OF TIME FOR DELAY

A. Time of completion will be extended for as many calendar days as the Contractor is specifically required under the provisions of the Technical Provisions to suspend construction operations, or as many calendar days as the Contractor is prevented by unseasonable, inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation(s) for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. Unseasonable, inclement weather shall mean any weather condition sufficient to prevent all work from proceeding, the duration of which varies in excess of 20 percent from the average conditions expected at the location of the work at the time of the delay, as determined from U.S. Weather Bureau records for the corresponding time of the year for the 3-year period immediately preceding. No extensions of time will be allowed for any inclement weather that could reasonably have been predicted from such weather records at the time of submitting the Contractor's Bid.

C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, as defined in Article 3.11 (B), herein, or the conditions resulting from the weather, or the condition of the work prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions

change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

3.12 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

A. The Owner may terminate the Contract upon written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such case, the Contractor shall have no claims against the Owner except: 1) for the value of work performed up to the date the Contract is terminated; and 2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Project Manager in accordance with the procedure prescribed for the making of the final estimate and payment under Article 5.08.

B. When written notice to discontinue work as provided in Article 3.10, herein, is served upon the Contractor after the work has been damaged by an act of God or other causes as defined in said Article 3.10, the Owner or the Contractor, before work other than investigative work is resumed, may terminate the Contract. Upon such termination, the Contractor shall be paid for work performed to the time of occurrence of said act of God or other named cause at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of occurrence of the act of God bears to the total work to be performed under the Contract, as determined by the Project Manager.

3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR DEFAULT)

A. In the event of default by the Contractor, the Owner will suspend the work under the provisions of Article 3.10, herein, and upon 5 calendar days' written notice to the Contractor will terminate the Contract as provided herein. It shall be considered a default by the Contractor whenever he shall: 1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors; 2) fail to provide materials or workmanship meeting the requirements of the Specifications; 3) disregard or violate important provisions of the Contract Documents or Project Manager's instructions, or fail to prosecute the work according to the approved progress schedule; or 4) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Contract Documents.

B. In the event the Contract is terminated in accordance with Article 3.13 (A), herein, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Project Manager, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the

Owner shall have received the benefit. In computing such expense, as it related to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

A. The Contractor may terminate the Contract upon ten (10) calendar days written notice to the Owner, whenever: 1) the entire work has been suspended under the provisions of Article 3.10, herein, for more than ninety (90) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or 2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within ninety (90) calendar days after presentation to the Owner by the Contractor of an approved pay estimate, unless within said 10-day period the Owner shall have remedied the condition upon which the payment delay was based. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Article 3.13, herein, and as determined in accordance with the requirements of said article.

3.15 FAILURE TO COMPLY

A. If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Project Manager, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 CHANGED CONDITIONS

A. The Contractor shall notify the Project Manager immediately and follow up in writing within five (5) days of the following unforeseen conditions, hereinafter called changed conditions, of their discovery and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the work differing materially from those indicated, described or delineated in the Contract Documents; and

2. Unknown physical conditions at the site of the work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

3. Delays caused by the Owner which alter the Contractor's schedule of operations by extending the Contractor's operations into a season whereby the number of available days during which work can be performed is reduced as the direct and sole result of inclement weather, as defined in Article 3.11(B), herein, or conditions resulting therefrom; provided that such delay is sufficient to prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force currently engaged in construction operations for at least 60 percent of the total daily time being currently spent on the controlling operation.

B. The Project Manager will promptly investigate conditions of which he is so notified, or any conditions discovered by him which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If he determines that the conditions

are changed conditions, as defined in Article 3.16(A), herein, that they will materially increase or decrease the costs of any portion of the work, and that such change in costs is not or will not be accounted for in any order for changes in design necessitated by the conditions, he will issue a change order adjusting the compensation for such portion of the work in accordance with the provisions for changes and extra work in Articles 5.02 and 5.03, respectively, in the same manner as if the increase or decrease in costs had been due to changes in design. If the Project Manager determines that conditions of which he has been notified by the Contractor do not justify an adjustment in compensation, he will so advise the Contractor in writing. Should the Contractor disagree with such determination, he may file a written protest to the Project Manager as provided in Article 3.06, herein.

C. The Contractor may be entitled to a time extension for delay due to changed conditions or unseasonable, inclement weather, subject to the provisions of Article 3.11, herein.

D. Should the Project Manager temporarily suspend the work by reason of conditions later determined to be changed conditions, such suspension will be considered to be for convenience and benefit of the Owner under Article 3.10, herein. A suspension of the work by reason of conditions claimed by the Contractor to be changed conditions, but later determined not to be changed conditions, will be considered to be for conditions unfavorable for the proper prosecution of the work under said Article 3.10, herein.

E. The Contractor's failure to give notice of changed conditions as required upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

3.17 LINES AND GRADES (SURVEYS)

A. The Project Manager will furnish the Contractor with all principal lines and measurements necessary for the proper prosecution of the work. The Contractor shall establish such additional lines, grades and controls as are needed for construction.

B. Bench marks, base lines, property boundaries, line and grade hubs and other reference and construction points, as originally established by the Project Manager, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Project Manager all costs of re-establishing them, if they are disturbed. The Contractor shall notify the Project Manager in writing at least ten (10) calendar days in advance of the time he will commence work on any parts of the construction requiring surveys furnished by the Project Manager.

C. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements during the project. He shall not proceed until he has made request to the Project Manager for and has received from him such points as may be necessary as the work progresses. The work shall be done in strict conformance with such points.

D. During the prosecution of the work, the Contractor shall make all necessary measurements and shall be responsible for the accurate placement of the product.

3.18 NON-WAIVER OF CONTRACT TERMS

A. The failure of the Project Manager or Owner to act or not act under the Contract Documents shall not be construed in any manner to be a waiver of any of the terms and conditions of the Construction Documents, and the Contractor shall not thereby be relieved from performance and full compliance with all the terms and conditions of the Construction Documents and performance of the work.

4.01 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

A. Inspection of the work by the Project Manager or Owner shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period as provided in Article 6.04.

B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.

C. If the Contractor shall fail to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the Project Manager, the Project Manager, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials, and the Owner will deduct the cost thereof from any monies due or to become due the Contractor.

4.02 CHARACTER OF WORKERS

A. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Project Manager, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Project Manager, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Project Manager. Such discharge shall not be the basis of any claim for damages against the Owner, Project Manager or any of his agents.

5.01 BREAKDOWN OF CONTRACT PRICE

A. Prior to execution of the Contract, if requested by the Project Manager, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices and any other information required, in sufficient detail, to enable it to be used by the Project Manager in preparing monthly progress estimates. The Contractor shall use the price breakdown form bound with the Specifications if one is included.

5.02 CHANGES

A. If the Project Manager finds it inadvisable to comply strictly with these Contract Documents, the Project Manager, with the approval of the Owner, may prescribe a

modification of requirements or of methods of work; and for such purposes the Project Manager may at any time during the life of the Contract, by written order, make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work, or in the quantity or character of the work. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Project Manager shall make reasonable recommendation for allowance.

B. In the event of increasing or decreasing of work, the total amount of work actually done, or materials furnished shall be paid for according to the unit price established for such work in the unit price bid items, wherever such unit price has been established. An adjustment in compensation will be made for changes that result in an increase or decrease in the total bid price in excess of twenty-five percent (25%). In the event no prices are named in the Contract or in the "Bid Breakdown" to cover increases in the work to be done, or a combination of increases and decreases in such work, the cost of such changes shall be covered as hereinafter provided for extra work.

C. In the event a part of the work is to be entirely eliminated and no lump sum or unit price is named in the Contract to cover such eliminated work, the cost of the eliminated work shall be agreed upon in writing by the Project Manager and the Contractor. If after the expiration of a reasonable time the Project Manager and the Contractor fail to agree upon the cost of the eliminated work, the Project Manager will unilaterally fix the cost of the eliminated work based upon his estimates of decreased labor and material costs to be incurred by the Contractor. Whether established by agreement of the parties or unilaterally by the Project Manager, to the cost of the eliminated work will be added the allowances for overhead and profit, in accordance with the provisions of Article 5.03, herein.

D. The Contractor shall proceed to immediately revise his schedule to accommodate the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The Contractor shall complete the changed work in accordance with the revised schedule. If in the opinion of the Project Manager the Contractor is not performing the changed work in accordance with the revised schedule, the Project Manager may withhold certification of estimates for payment until such time that the Contractor does perform in accordance with the revised schedule. In the absence of a prior agreement as to the effect on time and cost of the changed work, the Contractor shall submit to the Project Manager, within five (5) working days after receipt of a written order to perform changes, his claim for an extension of time and for the additional compensation which he considers necessary as a result of performing the changes; such claim shall contain an itemized cost breakdown of claimed additional compensation. If the Contractor fails to submit in writing his claims for increased compensation or extension of time within five (5) working days after receipt of a written order to perform changes, the Project Manager may make an equitable adjustment of the Contract completion time and compensation based on his judgment of increases or decreases in costs or in time required to complete the Contract due to the changes.

E. When required to perform and complete the changed work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

5.03 EXTRA WORK

A. General.

1. If during the performance of the Contract it shall, in the opinion of the Project Manager, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Project Manager, are not susceptible of classification under the unit price items named in the Bid Schedule and are not included in any item in the "Bid Breakdown", the Project Manager, with the approval of the Owner, may order, and the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, material and equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. All claims for extra work shall be submitted to the Owner on standard forms provided by the Owner and shall be supplemented by such other data as the Project Manager may require.

2. Extra work and work involving a combination of increases and decreases in the work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Project Manager and the Contractor before the extra work order is issued. In the negotiation of lump sum or unit prices, the agreed estimated cost of the work plus an allowance for overhead and profit, not to exceed the allowances in Article 5.03 (A) (3), herein, shall be used. In the event the Contractor fails to submit his proposal within the prescribed time, or the Project Manager and the Contractor fail to agree upon a price or time adjustment, or both, within a reasonable time, or if in the judgment of the Project Manager it is impracticable because of the nature of the work or for any other reason to fix the price or to adjust the time for completion before the extra work order is issued, equitable payment for extra work and an equitable adjustment in the contract time for completion of the Contract, if justified, will be made by the Project Manager on the basis of his estimate of increases or decreases in the Contractor's cost of the work due to changes, plus an allowance for overhead and profit in accordance with the schedule set forth in Article 5.03 (A) (3), herein; or at the option of the Project Manager, payment may be made on the basis of cost-plus pursuant to Article 5.03 (A) (3), herein.

3. Extra work and work involving a combination of increases and decreases in the work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the Project Manager, plus allowances for overhead and profit. For work involving a combination of increases and decreases in the work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials or equipment provided for under Articles 5.03 (B), (C) and (D), herein. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD & PROFIT ALLOWANCE
Labor	15%
Materials	15%

Equipment	15%

The actual necessary cost for labor, materials or equipment will be computed in accordance with Articles 5.03 (B), (C) and (D), respectively, herein. Superintendence, bond and insurance premiums, taxes and other general expense is included under overhead and profit allowance in Article 5.03 (A) (3), herein, and shall not be included in the computation of actual necessary cost. It is understood that labor, materials and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified hereinbefore shall be applied to the labor, materials and equipment costs of the subcontractor, to which the Contractor may add five percent (5%) of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the five percent (5%) increase above the subcontractor's total cost which includes the allowances for overhead and profit specified hereinbefore may be applied one time only for each separate extra work transaction. The Contractor shall furnish the Project Manager daily report sheets covering the direct costs of labor and materials and charges for equipment, whether furnished by the Contractor, subcontractor or other forces, and the report sheets shall be signed by the Contractor or his authorized agent. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type and identification number of equipment, and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

B. Labor. The cost of labor used in performing the work by the Contractor, a subcontractor or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits, including health and welfare, pension, vacation and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Project Manager that the services of foremen do not constitute a part of the overhead allowance.

2. All payment imposed by State and Federal laws, including, but not limited to, compensation insurance and social security payments.

3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the Contract and as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid.

C. Materials. The cost of materials used in performing the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

1. Cash or trade discounts available to the purchaser shall be credited to the Owner, notwithstanding the fact that such discounts may not have been taken by the Contractor.

2. In materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Project Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

4. If in the opinion of the Project Manager the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job site less cash or trade discount. The Owner reserves the right to furnish materials for the work and no claim shall be made by the Contractor for costs and profit on such materials.

D. Equipment. The Contractor will be paid for the use of equipment at the rate listed for such equipment specified in the current edition of the U.S. Army Corps of Engineers North Pacific Division (NPD) "Equipment Ownership and Operating Expense Schedule." (See Section 10.) Said rate will be used to compute payments for rented equipment under the Contractor's control through direct ownership. For rented equipment, the Owner will accept rates actually paid, but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Co., 3980 Fabian Way, Palo Alto, CA 94303 (See Section 10). The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data, which might assist the Project Manager in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 5.03 (B), herein.

2. All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

3. Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.

4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

6. Rental time will not be allowed while equipment is inoperative due to breakdowns.

E. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than four hours of operation shall be considered to be ½ day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator as follows:

   · Payment for the equipment will be made in accordance with the provisions in Article 5.03 (D), herein.

   · Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 5.03 (B), herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.

   · To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 5.03 (A) (3), herein.

F. Special Services. Special extra work or services are defined as that extra work characterized by extraordinary complexity, sophistication or innovation, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Project Manager in making estimates for payment for special services.

1. When the Project Manager and the Contractor, by agreement, determine that a special service or extra work is required which cannot be performed by the forces of the

Contractor or those of any of his subcontractors, the special service or extra work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Project Manager, invoices for special services or extra work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.

2. When the itemization of labor, materials and equipment rental costs is impractical or not in accordance with established billing practices of the special service industry involved, the Project Manager may accept other evidence of the cost of special services in lieu of itemized invoices.

3. When the Contractor is required to perform extra work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the extra work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.

4. All invoices for special services will be adjusted by deducting all cash or trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 5.03 (A) (3), herein, an allowance of five percent (5%) will be added to invoices for special services.

G. When extra work ordered by the Project Manager is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work.

H. All extra work performed hereunder shall be subject to all of the provisions of the Contract, and the Contractor's sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Project Manager for review prior to the performance of any extra work hereunder.

5.04 RIGHT TO AUDIT

A. If the Contractor submits a claim to the Project Manager for additional compensation, the Project Manager shall have the right, as a condition to considering the claim and as a basis for evaluation of the claim and until the claim has been settled, to audit the Contractor's books to the extent they are relevant, as determined by the Project Manager. This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof as may be or have been engaged in the performance of this Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Project Manager deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Project Manager for auditing all relevant accounting records and documents and other financial data, and upon request shall submit true copies of requested records to the Project Manager. The Contractor shall maintain records for materials, equipment, etc. that is used in

calculating payment unit price items etc. for one year after acceptance of the project, i.e., through the guarantee period.

5.05 OVERTIME WORK

A. Except as otherwise provided in this paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Project Manager in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Project Manager, and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

B. All costs of inspection and testing performed during overtime work by the Contractor that is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.

C. The City's regular working hours for all employees is eight (8) hours per day and forty (40) hours per week, less paid holiday hours which may occur in a particular week. Regular workdays are Monday through Friday. The City's established paid holidays are as follows:

- New Year's Day – January 1
- Martin Luther King Day – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Labor Day – First Monday in September
- Columbus Day – Second Monday in October
- Veteran's Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

Necessary field testing and inspection supplied by the Owner will be on the basis of five (5) eight (8) hour days per week, except for recognized holidays. Any field engineering and inspection required beyond the limits herein will be charged to the Contractor at an overtime rate of 1.5 times the regular billing rate.

5.06 LIQUIDATED DAMAGES

A. The Contractor shall pay to the Owner the amount of One Thousand Dollars ($1,000.00) for each calendar day that expires, not as a penalty but as liquidated damages, if he fails to complete the work or specified parts of the work within the time(s) agreed upon. The periods for which said damages shall be paid shall be the number of calendar days from the agreed date(s) of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Project Manager, to the date(s) the Project Manager certifies completion of work or specified parts of the work to the Owner as provided in Article 5.08, herein. The Owner may deduct the amount of said damages from any monies due or to become due the Contractor.

B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the

Owner would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain.

C. All times specified in the Contract Documents are hereby declared to be of the essence.

5.07 PROGRESS SCHEDULES

A. Within ten (10) calendar days after award of the Contract, or at such times as may be required by the Project Manager, the Contractor shall submit construction schedules showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Schedules shall be subject to the approval of the Project Manager, and if in his opinion a submitted schedule is inadequate to secure the completion of the work in the time agreed upon or is otherwise not in accordance with the requirements of the Contract Documents, he may require the Contractor to submit a new schedule which will assure timely completion of the work. Schedules shall conform to the requirements of the Technical Provisions.

5.08 FINAL ESTIMATE AND PAYMENT

A. After the Contractor has certified to the Project Manager, as provided below, that he believes he has completed all of the work on the Contract, the Project Manager will perform a pre-final inspection. When the Project Manager is of the opinion that the Contractor has completely performed all work required under the Contract, he will report physical completion of the work to the Owner and will recommend acceptance of the work. No final payment of the retained percentage shall be made until the Contractor files with the Owner, following acceptance of the work, a Certification of Compliance in form substantially as follows:

> "I (we) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications and Contract Documents for the above work, and that:
>
> There have been no unauthorized substitutions of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Project Manager prior to the start of such subcontracted work,
>
> No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor without prior notice having been submitted to the Project Manager together with the names of all subcontractors,
>
> All claims for material, labor and other services performed in connection with these Specifications have been paid,
>
> All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission, associations and/or others have been paid."

B. After acceptance of the work by the Owner's governing body and not more than sixty (60) calendar days after filing of the Notice of Completion, unless otherwise provided in the Supplemental General Conditions, the Owner will make final payment to the Contractor of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable.

2 Two times the value of any outstanding items of pickup work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected.

5.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage. The acceptance by the Contractor of the final payment referred to in Article 5.08, herein, shall be a release of the Owner and his agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 5.08, herein; and excepting pending, unresolved claims filed prior to Notice of Completion under provisions of Article 3.06 (C)

6.01 PERFORMANCE BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee faithful performance of the Contract.

6.02 PAYMENT BOND

A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee payment of claims of laborers and material persons under the Contract.

6.03 ADDITIONAL SURETY

A. If, during the life of the Performance and Payment Bonds, any of the sureties named in said Bond become insufficient in the opinion of the Owner, he may require the Contractor to furnish additional sufficient sureties within five (5) calendar days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the Owner may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.04 MAINTENANCE AND GUARANTEE

A. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against and from all claims and liability arising

from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.

B. The performance of guarantee and conditions specified in Article 6.04 (A), herein, shall be secured by a Surety Bond, which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said Bond shall be in an approved form and executed by a surety company or companies, in accordance with Idaho Code Section 54-1926, and satisfactory to the Owner in the amount of one hundred percent (100%) of the Contract Price. Said Bond shall remain in force for the duration of the guarantee period specified in Article 6.04 (A), herein. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period.

C. Specific guarantees for periods longer than one year may be specified in the Technical Provisions for certain items or portions of the work.

6.05 INSURANCE

A. General. After receipt of Notice of Award and prior to execution of the Agreement by the Owner, the Contractor shall obtain all the insurance required under this article and submit said insurance policies to the Project Manager and Owner for review. In addition, the Contractor shall provide the Project Manager and Owner with corresponding certificates of insurance. The Contractor shall submit copies of this article (6.05 Insurance) to his surety for review prior to issuance of the certificates of insurance. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and reviewed. Unless otherwise specified, all insurance required under this article shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the Owner's governing body and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Section 6.04. The Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.

B. Proof of Insurance. The Contractor shall furnish the City Clerk with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been given to the Owner by certified mail."

C. Scope of Insurance. The insurance shall include the specific coverages set out herein and provided on a “claims made” basis and be issued by a company licensed to do business in Idaho with an “A.M. Best Rating” of A-V or better and be written for not less than the limits of liability and coverages provided. In addition, the insurance required herein, except for Worker's Compensation and Employer's Liability, shall name the Owner and their officers, Project Managers, agents, and employees as "additional insured" under the policies.

1. Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.
   a. State…….Statutory
   b. Employer's Liability…….....$1,000,000

   The Contractor agrees to waive all rights of subrogation against Owner for work performed under this Contract.

2. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.
   a. Combined Single Limit……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Products/Completed Operations…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Personal Injury……..…….$1,000,000 each occurrence
      $1,000,000 annual aggregate
   b. Bodily Injury……..$1,000,000 each occurrence
      $1,000,000 annual aggregate
      Property Damage……$1,000,000 each occurrence
      $1,000,000 annual aggregate

   Policies written on a "claims made" basis, certificate shall so specify and policies continue in force for three (3) years after completion of project.

   Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of

motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

a. Bodily Injury……..$1,000,000 each person
$1,000,000 each occurrence

b. Property Damage……$1,000,000 each occurrence
or $1,000,000 combined single limit

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions or insure the activities of its subcontractors in the Contractor's own policy, in like amount.

5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the Total Bid Price. Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor and the Owner. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause, including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplemental General Conditions.

D. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner.

All policies will provide for thirty (30) days written notice prior to any cancellation or non-renewal of insurance policies required under Contract. “Will endeavor” and “but failure to mail such notice shall impose no obligation of liability of any kind upon the Company, its agents, or representatives” wording must be deleted from certificates of insurance.

6.06 INDEMNIFICATION OF OWNER AND PROJECT MANAGER

A. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend at the Contractor's expense including attorney fees, the Owner, the Project Manager, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the work, but not from the sole negligence or willful misconduct of the Owner and/or the Project Manager. Such indemnification by the Contractor shall include, but not be limited to, the items included in Article 6.06, Paragraphs (1) through (8), following:

1. Liability or claims resulting directly or indirectly from the alleged negligence or carelessness of the Contractor or his agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or his agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or his agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his agents or the Owner in the performance of this Contract or any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract;

4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or his agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his agents; and

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. The Contractor shall reimburse the Owner and the Project Manager for all costs and expenses, including attorney's fees, incurred by said Owner and the Project Manager in enforcing the provisions of this section.

8. Liabilities or claims arising directly or indirectly from any claims of property damage or personal injury by any person, firm or entity arising out of or related to the work, including, but not limited to, agents and employees of the Contractor, subcontractor and suppliers. This includes a waiver by the Contractors, of any immunity from suit, under the applicable workman's compensation laws.

6.07 LAWS AND REGULATIONS

A. The Contractor shall observe and comply with all Federal, State and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, the materials used in the work, or the conduct of the work, including I.C. 44-1001 regarding employment of bona fide Idaho residents. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order or regulation, the Contractor shall report the same in writing to the Project Manager. The Contractor shall indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against all claims or liability arising from violation of any such law, ordinance, code, order or regulation, whether by himself or by his employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in these Specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State and local laws and regulations.

6.08 PERMITS AND LICENSES

A. Unless otherwise provided in the Supplemental General Conditions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work,

and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

B. Similarly, the Contractor shall bear all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.

6.09 SALES AND USE TAXES

A. The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.10 LABOR DISCRIMINATION

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and education activities. The Contractor 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 Contractor will 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 Contractor further agrees to comply with all the Nondiscrimination Requirements contained in Appendix “A”, which by this reference is incorporated herein.

6.11 PUBLIC SAFETY AND CONVENIENCE

A. The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons in the vicinity of the work.

6.12.1 SANITARY PROVISIONS

A. The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

6.13 FEDERAL SAFETY AND HEALTH REGULATIONS

A. Contractors and subcontractors shall comply with the provisions of the "Safety and Health Regulations for Construction," as promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 CFR Part 1926.

B. Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in 29 CFR 1926.

6.14 CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGE

A. Risk of Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by an act of God or other causes as specified for adjustment of time in Article 3.10(C), the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from an encumbrance on the line of work, or because the nature of the ground in or on which the work is done is different from what is assumed or on account of the weather, floods or other causes.

B. Materials and Facilities. The Contractor shall be responsible for materials and facilities as hereinafter provided; and in the event of his failure to carry out said responsibilities, the same may be carried out by the Owner at the expense of the Contractor.

1. The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work.

2. The Contractor shall protect Owner facilities from damage resulting from his work. Owner facilities damaged by or as a result of the Contractor's work under this Contract shall be repaired or replaced, as directed by the Project Manager, at the Contractor's expense.

6.15 BENEFICIAL USE OR PARTIAL UTILIZATION

A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the entire project. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion(s) of the work to be so utilized or otherwise placed into service, hereinafter referred to as beneficial use.

B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be placed into beneficial use shall be borne by the Contractor. Upon issuance of said written notice of beneficial use, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date of said notice.

C. The Contractor shall retain full responsibility for satisfactory operation of the total project, however, the Contractor's guarantee period shall commence only after the issuance by the Owner of the final Notice of Completion for the entire project. The Contractor will be given credit for the time already used for that portion(s) previously placed into beneficial use by the Owner with regard to the guarantee period.

7.01 RESIDENT PROJECT REPRESENTATIVE

A. The Project Manager and/or Owner shall furnish the services of a Resident Project Representative, assistants and other staff to assist the Project Manager in observing performance of the work of the Contractor. The furnishing of such services will not make

the Project Manager responsible for or give the Project Manager control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents and in particular the specific limitations set forth in Section 3 of the General Conditions are applicable.

A. The duties and responsibilities of the RPR are limited to those of the Project Manager to the construction Contract Documents, and are further limited and described as follows.

B. The RPR is the Project Manager's agent at the site, will act as directed by and under the supervision of the Project Manager, and will confer with the Project Manager regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Project Manager and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge of and under the direction of the Project Manager.

C. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor; and consult with the Project Manager concerning acceptability.

D. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

F. Liaison.

1. Serve as the Project Manager's liaison and Contractor, working principally through the Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist the Project Manager in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

2. Assist in obtaining from the Owner additional details or information, when required for proper execution of the work.

G. Shop Drawings and Samples.

1. Receive samples, which are furnished at the site by the Contractor, and notify the Project Manager of availability of samples for examination.

H. Review of Work, Rejection of Defective Work, Inspection and Tests.

1. Conduct on-site observations of the work in progress to assist the Project Manager in determining if the work is in general proceeding in accordance with the Contract Documents.

2. Report to the Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Project Manager of the work that the

RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Interpretation of Contract Documents. Report to the Project Manager when clarifications and interpretations of the Contract Documents are needed; and transmit to the Contractor clarifications and interpretations as issued by the Project Manager.

J. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the Project Manager's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.

2. Keep a diary or log book recording the Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Manager.

3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials.

K. Reports.

1. Furnish the Project Manager periodic reports as required of progress of work and of the Contractor's compliance with the progress schedule.

2. Consult with the Project Manager in advance of start of important phases of the work.

3. Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommends to the Project Manager change orders, work directive changes, and field orders.

4. Report immediately to the Project Manager and the Owner upon the occurrence of any accident.

L. Payment Requests. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Project Manager, noting particularly the relationship of the payment requested to the schedule of values and work completed.

M. Completion.

1. Before the Project Manager issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

2. Conduct final inspection in the company of the Project Manager, the Owner and the Contractor, and prepare a final list of items to be completed or corrected.

3. Observe that all items on final list have been completed or corrected, and make recommendations to the Project Manager concerning acceptance.

N. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents unless authorized by the Project Manager;

2. Exceed limitations of the Project Manager's authority as set forth in the General Conditions or the Contract Documents;

3. Undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's Superintendent;

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work;

6. Accept Shop Drawing or sample submittals from anyone other than the Contractor;

7. Authorize the Owner to occupy the project in whole or in part; and

8. Participate in specialized field tests or inspections conducted by others except as specifically authorized by the Project Manager.

8.01 TAX REPORTING REQUIREMENTS

A. In accordance with the provisions of Sections 54-1904(A) and 63-3621(A) of the Idaho Code, the Owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms follow this page. The Contractor shall be responsible for completing the report as necessary and returning the forms to the Owner. **SAID SUBMITTAL SHALL BE REQUIRED AS PART OF THE NOTICE TO PROCEED**.

CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be without the State when taxes, excises or license fees to which he is liable become payable, agrees:

1. to pay promptly when due all taxes (other than on real property), excises and license fees due to the State, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

2. that if said taxes, excises and license fees are not payable at the end of said term but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

3. that, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said Contractor is liable."

CONTRACTOR

_____

By_____

Name_____

Address_____

_____

(Seal)
ATTEST:

_____

Name_____

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
) ss.
County of _____)

_____, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he had paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

Dated this _____ day of _____, 20____.

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

(SEAL)

_____
Notary Public for Idaho

Residing at_____

Commission expires_____

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

DESCRIPTION OF WORK
The measurements below are estimates.

The areas of work for ½" Basalt Chip Seal are:

STREET	LENGTH	WIDTH	SQUARE YARDS
1/2 CHIP SEAL			
Spokane (Seltice to 16th)	2,975	58	19,172
Spokane (16th to Poleline)	2,475	35	9,625
Greensferry (Mullan to 12Th)	1,500	42	7,000
Idaho (Seltice to Mullan)	750	62	5,166
Idaho (Mullan to 21st)	4,630	52	26,751
Idaho (21st To Circle)	575	44	2,811
Seltice (Bay To Greensferry)	2,885	64	20,515
Seltice (Greensferry to Spencer)	3,950	64	28,088
TOTAL			**119,131**

(See Technical Specifications for ½" chip seal.)

The areas of work for bituthene Bitu-60 fog seal are:

STREET	LENGTH	WIDTH	SQUARE YARDS
FOG SEAL			
Spokane (Seltice to 16th)	2,975	64	21,155
Spokane (16th to Poleline)	2,465	47	12,872
Greensferry (Mullan to 12Th)	1,500	42	7,000
Idaho (Seltice to Mullan)	750	62	5,166
Idaho (Mullan to 21st)	4,630	64	32,924
Idaho (21st To Circle)	575	44	2,811
Seltice (Bay To Greensferry)	2,885	64	20,515
Seltice (Greensferry to Spencer)	3,950	64	28,088
TOTAL			**130,535**

(**See Technical Specifications for fog seal.**)

*The City's estimate for ½" basalt chip seal is **119,131** square yards – plus or minus 5%.*
*The City's estimate for bituthene Bitu-60 fog seal is **130,535** square yards – plus or minus 5%.*

City crews will clean and sweep the streets prior to contractor mobilization. Required sweeping following application of the Basalt Chip Seal and prior to the Fog Seal will be the responsibility of the contractor and shall include hauling away and disposal material. Traffic control plans shall be pre-approved by City engineering staff before work commences and will be the responsibility of the contractor. All sand blotting required due to excess oil shall be incidental to the contract. The methods of operation and application shall be in conformance with Section 808 - Asphalt Seal Coat of the 2017 Edition Idaho Standards for Public Works Construction. The work shall not commence before July 6th, 2026. All work shall be completed by August 29th, 2026.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM D977, Emulsified Asphalt
ASTM D2397, Cationic Emulsified Asphalt

B. Testing

1. Each day of chip seal operations (and for each type of chip seal being applied), the Owner will have gradation and cleanness testing performed. Samples will be taken from a random truck at the work site. Tests results will be communicated to the Contractor by noon each working day. Test failures may result in a work stoppage at the Contractor's expense.
2. At a minimum of once per day, the Owner's representative will verify the emulsion and cover material application rates as well as the emulsion

temperature. The Contractor shall assist the Owner's representative in completing these tests.

C. Warranty

1. The chip sealing shall be covered by a one-year warranty. If the chip seal experiences excessive chip loss, tracking, flushing, or bleeding at any time within the first year after the chip seal is complete, the Contractor shall perform repairs to the chip seal and replace any pavement markings covered by the repairs at no additional cost to the Owner. Loss determined by the Owner to be beyond the Contractor's control (snowplow damage, etc) are not considered under this warranty. When repairs are necessary, the Contractor shall submit a repair plan within 14 days of notification of required repairs. The repair plan must address the area of failure and transitions required to ensure a uniformly bonded, smooth surface. Traffic control for warranty work is considered incidental to the warranty and are the sole expense of the Contractor.

1.3 Submittals

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 Product Delivery Storage and Handling

Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

2. MATERIALS

2.1 Seal Coat and Fog Coat

A. Surface Preparation

Prior to placement, Post Falls Street Department Crews will sweep the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied. Contractor is responsible to coordinate this work at least 1-week prior to the contractor's scheduled start work date.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.
Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2.1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2.1 Cover Coat Aggregate

Sieve Size	**1/2" Nominal Maximum Aggregate**
1/2"	100
3/8"	70-90
No. 4	0-25
No. 8	0-5
No. 16	--
No. 50	--
No. 200	0-1.0

Sieve Size	**3/8" Nominal Maximum Aggregate**
3/8"	100
No. 4	0-25
No. 8	0-5
No. 16	--
No. 50	--
No. 200	0-1.0

Sieve Size	**No. 4 Nominal Maximum Aggregate**
3/8"	--
1/4"	100
No. 4	0-100
No. 8	0-40
No. 16	0-10
No. 50	0-5
No. 200	--

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

1/2-inch nominal maximum aggregate:

- The rate of application for the bituminous material for 1/2-inch nominal maximum aggregate shall be between 0.43 and 0.47 gallons per square yard.
- The rate of application for the cover material shall be between 22 and 30 pounds per square yard.

3/8-inch nominal maximum aggregate:

- The rate of application or the bituminous material for 3/8-inch nominal maximum aggregate shall be between 0.32 and 0.37 gallons per square yard.
- The rate of application for the cover material shall be between 22 and 30 pounds per square yard.

1/4-inch nominal maximum aggregate (No. 4):

- The rate of application or the bituminous material for 1/4-inch nominal maximum aggregate shall be between 0.20 and 0.25 per square yard.
- The rate of application for the cover material shall be between 10 and 15 pounds per square yard.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

3. EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 Weather Limitations

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 Seal Coat Application

A. Preparation of Surface

1. Post Falls Street Department's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material by the City of Post Falls Street Division Crew. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

2. Contractor's Responsibility

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. Also, all pre-determined (by the City) thermoplastic markings shall have adequate protection as well. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

3. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than 3 minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Project Manager.

The surfaces of structures, curbing, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage and cleaning of such structures or landscaping, as well as vehicles.

4. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 Rolling

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed 5 minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 Joints

All joints shall be constructed as approved by the Project Manager such that there is a uniform application of cover material and bituminous material.

3.6 Distributing Equipment

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 Fog Seal

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or an approved comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, curbing, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage and cleaning of such structures or landscaping, as well as vehicles.

Appendix A

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, age, disability 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, age, disability 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.

END OF DOCUMENT

Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Ross Junkin, Maintenance Manager
From: Christopher D. Gabbert, Deputy City Attorney
Date: April 24, 2026
Re: April 9, 2026, Bid Opening – 2026 Asphalt Basalt Chip Seal and Fog Seal

---

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about April 9, 2026, I received a copy of two (2) bids received and opened by the City Clerk, Shannon Howard.

The bids consisted of submissions from American Road Maintenance ($498,955.30) and Poe Asphalt Paving, Inc. ($523,351.65).

I reviewed the submittal from the apparent low bidder, American Road Maintenance ("American"). I did a cursory review of the other bid as well, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is needed, I will be glad to accommodate.

My review of the American bid leads me to conclude, on a purely legal level, that American is the lowest responsive bidder, and if the City intends to award the bid, it should be awarded to American. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by American was timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
    b. 5% Bid Bond;
    c. Bidder information;
    d. Executed Non-Collusion Affidavit;
    e. The attestations and documents were executed by the president of the corporation.
3. I researched the Public Works License of American to confirm the validity of the license, the level of the license, and the approved types of work. American is a licensed Public Works Contractor with an "Unlimited" license No. 026092. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any contractor whose

qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars ($5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license.

4. I also reviewed the business status of American with the Idaho Secretary of State. The entity is listed as Active & Good Standing.

Based upon my review American is compliant with Idaho Law, the city of Post Falls' procurement standards, and is the lowest responsive bidder at $498,955.03 which is $24,396.35 lower than the next bidder.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to theorize on the technical aspects.

Should you have any questions, please feel free to contact me.

Sincerely,

Chris Gabbert

Christopher D. Gabbert
Deputy City Attorney

PROPOSAL
CITY OF POST FALLS
2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Proposal of American Road Maintenance (hereinafter called "BIDDER") *, organized and existing under the laws of the State of Illinois doing business as American Road Maintenance to the City of Post Falls (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide the service outlined in the "Scope of Bid Proposal" at the price shown therein and in compliance with the conditions and specifications included in the bid proposal.

Said Bidder agrees that, within ten (10) calendar days after receipt of Notice of Award from said Owner, it will execute a Contract in the required form, of which the Scope of Bid Proposal, Instructions to the Bidders, Proposal, Information Required of Bidder, and all addenda issued by said Owner prior to the opening of Proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the portion of the Proposal Guarantee furnished by said Bidder allowed by law shall be forfeited to said Owner for such failure. Owner can retain that portion of the surety allowed by law; provided that if said Bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, its guarantee, if furnished, shall be returned to him within five (5) days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this Proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

The Owner reserves the right to reject any or all Proposals or to accept the Proposal deemed to be in the best interest of the Owner.

This bid offer is accompanied by a Proposal Guarantee (Certified Check, Cashier's Check, Money Order, Cash or Bid Bond) in the amount of five percent (5%) of the Total Bid, as a guarantee that the Bidder, if successful, will enter into a contract and execute the necessary contractual documents or forms as stipulated in these Bid Documents; and then if awarded the contract, agrees to obtain the materials, arrange the work and prosecute the same to acceptable completion of the project within the allotted time. The successful bidder shall also be required to furnish a Payment Bond of 100% in the Contract amount and Performance Bond of 100% of the Contract amount.

BIDDER acknowledges receipt of the following **ADDENDUM**:

ADDENDUM NO. N/A DATED:

ADDENDUM NO._____ DATED:

ADDENDUM NO._____ DATED:

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BID SCHEDULE

BIDDER agrees to provide all items described in the **CONTRACT DOCUMENTS** for the following price.

The **½" basalt chip seal** square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following sections:

STREET	LENGTH	WIDTH	SQUARE YARDS
1/2 CHIP SEAL			
Spokane (Seltice to 16th)	2,975	58	19,172
Spokane (16th to Poleline)	2,475	35	9,625
Greensferry (Mullan to 12th)	1,500	42	7,000
Idaho (Seltice to Mullan)	750	62	5,166
Idaho (Mullan to 21st)	4,630	52	26,751
Idaho (21st To Circle)	575	44	2,811
Seltice (Bay To Greensferry)	2,885	64	20,515
Seltice (Greensferry to Spencer)	3,950	64	28,088
TOTAL			119,131

(See Technical Specifications for ½" chip seal)

The bituthene **Bitu-60 fog seal** square yard unit price listed below is the total cost for placement of an asphalt fog seal as described below. Project consists of the following sections:

STREET	LENGTH	WIDTH	SQUARE YARDS
FOG SEAL			
Spokane (Seltice to 16th)	2,975	64	21,155
Spokane (16th to Poleline)	2,465	47	12,872
Greensferry (Mullan to 12Th)	1,500	42	7,000
Idaho (Seltice to Mullan)	750	62	5,166
Idaho (Mullan to 21st)	4,630	64	32,924
Idaho (21st To Circle)	575	44	2,811
Seltice (Bay To Greensferry)	2,885	64	20,515
Seltice (Greensferry to Spencer)	3,950	64	28,088
TOTAL			130,535

BID
"Proposal Form"

List your square yard (SY) unit prices below for placement of chip seal and fog seal as described, followed by your total bid. Bids will be calculated with the yardages that we have listed:

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Price	Total Amount
1	1/2" Basalt Chip Seal	119,131	SY	$3.75	$446,741.3
2	Fog Seal	130,535	SY	$.40	$52,214
				Total Bid	$498,955.3

Total Bid handwritten: Four hundred Eighty Eight Dollers nine hundred fifty five three cents

Signed: J Cyrell Title: President

Company: American Road Maintenance RCE 54132 Date: 4-6-26

P.W. License #: 026092 Address: 4554 E Eco Industrial Tucson Az 85756

Phone No: 630-417-0227 E-mail: Joe@ARMWestCoast.com

BID BOND

All Bidders are required to furnish a Five Percent (5%) bid surety with their bid.

The surety shall be in the form of a Bond, Cashier's Check, Certified Check, Money Order or Cash. Personal or company checks are not acceptable unless certified. Make checks payable to City of Post Falls.

Bids received without surety will be considered non-responsive and rejected.

Bid Bonds of the unsuccessful Bidders will be returned upon execution of the Contract by the successful Bidder.

k

2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, American Road Maintenance, Inc., as PRINCIPAL, and Employers Mutual Casualty Company as SURETY, are held and firmly bound unto the City of Post Falls, hereinafter referred to as the "owner," in the penal sum of five percent (5%) of the total amount of the bid of the Principal submitted to the Owner, for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents. In no case shall the liability of the Surety hereunder exceed the sum of $ FIVE PERCENT (5%) of The Total Amount of the Bid .

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for **"2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID,"** for which bids are to be opened at the office of the Owner at **10:00 A.M. local time, Thursday, April 9th, 2026**

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under the heading "Instructions to Bidders," after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two bonds required by Statute, one to guarantee performance and one to guarantee payment for materials and labor, and provides all other required documents including but not limited to proof of required insurance and Idaho Public Works License, this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of

March 31, 2026.

American Road Maintenance, Inc.
PRINCIPAL

BY _____ (SEAL)

Employers Mutual Casualty Company
SURETY

BY _____ (SEAL)
Edward N. Hackett,
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT — CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On MAR 3 1 2026 (Date) before me, Carly P. Matlock, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Edward N. Hackett (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

CARLY P. MATLOCK
COMM. #2423661
Notary Public - California
Orange County
My Comm. Expires Oct. 27, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carly Matlock
Signature of Notary Public

Place Notary Seal Above

Description of Attached Document

Title or Type of Document: American Road Maintenance, Inc Bid Bond Document Date: MAR 3 1 2026

Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward N. Hackett	Signer's Name:
□ Corporate Officer – Title(s):	□ Corporate Officer – Title(s):
□ Partner - □ Limited □ General	□ Partner - □ Limited □ General
□ Individual ☑ Attorney in Fact	□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
□ Other:	□ Other:
Signer is Representing:	Signer is Representing:

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emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Edward Hackett

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

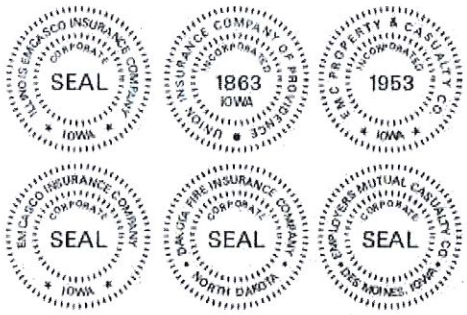
AUTHORITY FOR POWER OF ATTORNEY

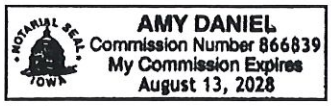
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals





Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of March, 2026.

Ryan J. Springer
Vice President

State of Idaho
Department of Insurance

CERTIFICATE OF AUTHORITY

Number 501

THIS CERTIFIES, THAT

EMPLOYERS MUTUAL CASUALTY COMPANY

a Mutual Company domiciled in Iowa

subject to the provisions of its Articles of Incorporation, and having presented satisfactory evidence of compliance with the requirements of the laws regulating the insurance business in the State of Idaho, has been granted authority to transact such business, in this State, of the class or classes of insurance as indicated below:

Casualty, Including Workers' Compensation
Marine and Transportation
Property
Surety

Expiration Conditions: This Certificate of Authority is expressly conditioned upon the holder hereof remaining in full compliance with, and not in violation of, any of the applicable laws and requirements of the State of Idaho. It shall at all times remain the property of the State of Idaho, and shall continue and remain in full force and effect from the date shown hereon, until expired, suspended, revoked or until otherwise terminated, subject to payment of the continuation fee and filing of a properly completed annual statement with the Director of Insurance on or before the first day of March of each year. Expiration, suspension, revocation or failure to pay the annual continuation fee or to timely file its properly compiled annual statement shall automatically terminate the insured's authority to conduct the business of insurance in the State of Idaho and this Certificate of Authority must forthwith be returned to the Department of Insurance of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Department of Insurance to be affixed at Boise, Idaho, on this 16th day of December 1941.

William W. Deal
Director
Reissued August 25, 2011

BIDDER INFORMATION

The name of the Bidder submitting this Bid is American Road Maintenance, which is a business located at 4554 E Eco Industrial Tucson Az 85756 which is the address to which all communications regarding this Bid and with the Contract Documents shall be sent.

Phone: 630-417-0227

E-mail: Joe@ARMWestConst.com

Bidder's person to contact for additional information on this Bid:

Name: Joe Coghill

Phone: 630-417-0227

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Joseph Coghill	President

Federal Tax Identification Number: 36-2615355

State of Idaho Public Works Contractor's License Number:

026092 RCE 54132

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

State of California)
) SS
County of Orange)

Bid for the 2026 Asphalt basalt chip seal and fog seal placement, Joseph Coghill,

being first duly sworn, deposes and says that he/she is President, of

American Road Maintenance,

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: J Coghill

Title: President

Subscribed and sworn to before me this

06 day of April, 2026

Mehdi Saber Mehdi Saber
Notary Public

My Commission

Expires March 21, 2030

MEHDI SABER
Notary Public - California
Orange County
Commission # 2550564
My Comm. Expires Mar 21, 2030

16

RECEIVED

MAR 27 2026

CITY OF POST FALLS

CITY OF POST FALLS

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR PRE-QUALIFICATION OF BIDDERS

FOR

2026 BASALT CHIP AND FOG SEAL PROJECT

March 2026

Prepared By:

NOTICE OF ADVERTISEMENT PRE-QUALIFICATIONS FOR
2026 BASALT CHIP AND FOG SEAL
CITY OF POST FALLS

The City of Post Falls is seeking to pre-qualify general contractors for the 2026 Basalt Chip and Fog Seal in the City of Post Falls, pursuant to Idaho Code 67-2805, "Procurement of Public Works Construction". ***Pre-qualification applications will be received at the office of the City Clerk, located at City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854 until 10:00 a.m. local time, March 30, 2026.***

Work associated with the proposed project is generally described as follows:

The work includes the application of bituminous material followed by the application of 1/2" basalt chip seal and fog seal on selected City of Post Falls streets.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with the Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

All responses must be signed and the proposing companies must have a current, valid Idaho Public Works Contractor license for the work under consideration in order to submit. Upon receipt of SOQs, the City will evaluate and determine which Contractors are qualified to bid. If the City proceeds with bidding the project, all contractors deemed qualified by the City will be invited to submit formal bids for the project as delineated in the Bidding Documents, which will be made available to pre-qualified bidders.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Any protest of determination of qualifications or bidding procedures will be handled in accordance with procedures delineated in Idaho Code 67-2805.

Contractors will be responsible for all costs (including site visits, if any) incurred in preparing or responding to this Request for Qualifications.

Prequalification of contractors will be conducted according to Idaho Code Section 67- 2805.

The City of Post Falls anticipates the 2026 Basalt Chip and Fog Seal to be advertised for construction bids in late winter/early spring of 2026.

Interested contractors may obtain the pre-qualifications package at the City's website: www.postfalls.gov Electronic documents in PDF format may be downloaded for no cost. Any addenda will be posted to the same website as the pre-qualification package at least three (3) days prior to the application deadline. DOCUMENTS will be made available by 12 p.m. March 10th, 2026.

All questions shall be directed in writing or by email to:

Ross Junkin
Maintenance Manager - City of Post Falls
800 N. Public Works Way
Post Falls, ID 83854
rjunkin@postfalls.gov

PUBLICATION DATES:
March 17, 2026
March 24, 2026

City of Post Falls
2026 Basalt Chip and Fog Seal

INSTRUCTIONS FOR PRE-QUALIFICATION OF BIDDERS

It is mandatory that all General Contractors who intend to submit bids for 2026 Basalt Chip and Fog Seal project in the City of Post Falls fully complete the Pre-Qualification Application, provide all materials requested herein, and be determined by the City of Post Falls (City) to be qualified to be on the final Bidders list. No bid will be accepted from a General Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately pre-qualified to bid.

Answers to all information and questions contained in the Pre-qualification Application are required. The Application asks that contractors provide information in the sections listed below.

- PART I. GENERAL INFORMATION
- PART II. DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING SIMILAR FACILITIES
- PART III. INTERVIEW QUESTIONS FOR REFERENCE PROJECTS
- PREQUALICFICATION APPLICATION INFORMATION CERTIFICATION

The City will use the information provided in response to the Pre-qualification Application, including supporting information provided by prospective bidders, for evaluation of bidder responsibility to determine General Contractors qualified to bid the 2026 Basalt Chip and Fog Seal project. The City will ask specific questions to each reference project listed. The City's decision will be based on evaluation criteria outlined in the Pre-qualification Application.

Each application must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the prospective bidder on whose behalf that person is signing. If any information provided by a prospective bidder becomes inaccurate, the prospective bidder must immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

The City reserves the right to waive minor irregularities and omissions in the information contained in the Pre-Qualification Application submitted, to make all final determinations, and to determine at any time that it is in the best interest of the City to abandon the prequalification process and advertise the project for competitive bid as set forth by Title 67, Chapter 28, Subsection 3, Category A of Idaho Code.

The City will conduct a formal review of the applications and will determine the list of qualified bidders who are eligible for bidding. All applicants will be formally notified if they have been prequalified by email. Any Idaho licensed public works contractor that does not meet the prequalification standards, will be provided with email statement of the reason or reasons why they failed to meet the prequalification standards.

Written objections to the prequalification procedures must be received by the City at least three (3) business days before the date and time upon which prequalification statements are due.

Qualification responses shall be considered a public record and will be available for inspection and copying by any person after the approval of qualified applicants to the extent allowed by Idaho law.

Any protest of the requirements, standards, specifications, or process outlined in this Request for Prequalification of Bidders shall be handled in strict accordance with procedures outlined in Idaho Code 67-2085(3)(b) The Owner reserves the right to reject any and all responses and to waive any irregularities in the responses received.

A prospective bidder who has submitted a completed application form, and who receives a rating of "not qualified" from the City may appeal that determination as allowed by Idaho Code 67-2805 (b) (iv).

END OF SECTION

PRIME CONTRACTOR PREQUALIFICATION APPLICATION

SUBMIT APPLICATION TO OWNER:

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

The undersigned, as prospective bidding Contractor, certifies that we have received and examined the Pre-qualification package for the City of Post Falls 2026 Basalt Chip and Fog Seal project, that we are regularly engaged in the general class and type of work called for, and that we have the appropriate knowledge, skills, experience, resources, and licenses to successfully complete the work. The undersigned further acknowledges that we are aware that there are certain peculiar and inherent conditions existent in the construction or installation of the work which may create unusual or peculiar unsafe conditions hazardous to persons and property and that we have the skills and experience to foresee and to adopt protective measures to perform the work adequately and safely with respect to such hazards.

We acknowledge that addenda number NONE through_____have been received and have been examined as part of the Pre-qualification Questionnaire package.

The Contractor shall provide complete and accurate information to the following requests. Use additional sheets, signed and numbered to correspond with the question being answered, if necessary.

PART I. GENERAL INFORMATION (ALL INFORMATION MUST BE PROVIDED)

1. Contractor Name American Road Maintenance
2. Business Address 4554 E ECo Industrial
   Tucson AZ 85756
3. Telephone 630-417-0227
4. Email Joe@ARMWestCoast.com
5. Does the company have a current Idaho Public Works Contractor's License?

   X Yes____No

   If " yes," list the Idaho contractor license numbers, classifications, type, category, and expiration dates.

   026092 AAA License May 31 2026
   RCE 54132 General Contractor Registration March 6 2028

6. Business Structure (Check One):

- [x] Corporation
- [ ] Partnership
- [ ] Joint Venture
- [ ] Individual
- [ ] Other _____

7. Number of years Applicant has been in business under the business name 53 Years

List any prior name or assumed name and years in business _____

8. Name of person completing application Joseph Coghill

Telephone 630-417-0227

Email Joe@ARMWestCoast.com

9. Name of person to appear on Plan-holders List Kyle Pavlson

Telephone 480-309-7102

Email Kyle@ARMWestCoast.com

10. If Applicant is:

A Corporation

American Road Maintenance
(Corporation Name)

Illinois
(State of Incorporation)

By J Coghill
(Signature of Person Authorized to Sign)

Joseph Coghill - President
(Name and Title of Person Authorized to Sign)

Attest K
(Secretary)

Business Address 4554 E Eco Industrial
Tucson AZ 85756

Telephone 630-417-0227

A Joint Venture

By _____
(Signature)

_____
(Name)

_____
(Address)

By _____
(Signature)

_____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Attest _____
(Secretary)

Business Address _____

_____

_____

Telephone _____

A Partnership

_____
(Firm Name)

_____

(Signature of General Partner)

_____

(Name of General Partner)

Business address_____

_____

_____

Telephone _____

Attest_____

(Secretary)

Business Address_____

_____

_____

Telephone _____

An Individual

By_____

(Signature of Individual)

By_____

(Individual's Name)

Doing business as_____

Business address_____

_____

_____

Telephone _____

Attest_____

(Secretary)

Business address_____

_____

_____

Telephone _____

PART II. DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING AND MANAGING PUBLIC WORKS PROJECTS

This part includes several yes or no questions regarding the contractor's company experience and performance that must be answered by marking yes or no. Contractors may claim company experience if their company performed the work elements listed below on a project either:

- as the prime contractor, or
- as a subcontractor, or
- as the prime contractor and a subcontractor

To be prequalified as a bidder for this project, the prime contractor's company must be able to:

- Answer **NO** to all the questions in Part II.A, and
- Complete Part II.B as described for each request in Part II.B and score a minimum average score of 3 or higher.

PART II.A OVERALL PERFORMANCE HISTORY

1. In the past 10-years, has your firm failed to complete any publicly financed project or had a contract terminated for cause due to insufficient performance; or has any officer, partner, member or principal listed in item 10 Part I. above been an officer, partner, member, or principal of another firm that has failed to complete any publicly-financed project?
   ☐ YES ☒ NO

2. At any time during the past 10-years, has any surety company made any payments to satisfy any claims made against a performance or payment bond, or completed a project, or paid for completion on your firm's behalf as a result of a default in connection with a construction project, either public or private?

   ☐ YES ☒ NO

3. Is Applicant firm presently debarred or suspended as a contractor or subcontractor by any municipality or agency?
   ☐ YES ☒ NO

4. Has your firm's contractor license been revoked or suspended at any time in the last 10-years?

   ☐ YES ☒ NO

5. In the past 10-years, has your firm failed to reach substantial completion on any current or past projects within 30- days of the substantial completion date identified in the contract including adjustment to contract times as the result of fully executed Change Orders?

   ☐ YES ☒ NO

PART II.B DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING SIMILAR PROJECTS

List at least three completed public works chip-seal projects with final contract amount greater than $300,000.00. If Applicant does not have the relevant public works chip-seal projects with contract amounts greater than $300,000 list at least three completed public works chip-seal projects of any amount. List only projects completed by the Applicant from the location listed in Part I, item 2 above.

Project Number 1. (Attach additional sheets, if necessary.)

Project title Twin falls chip seal

Classes of work performed:	Dollar value/Percentage of work:
chip seal	2,600,000
stripe	

Location City of Twin Falls

Owner ~~Sam O'Leary~~ City of twin falls

Owner's Representative Sam O'leary

Telephone 208-735-3446

Engineer Sam O'leary

Engineer's Representative

Telephone 208-735-3446

Original contract amount $ 2,600,000 Original completion date July 5

Final contract amount $ 2,600,000 Final completion date Sept 5

Percentage of work completed with own forces 100

Value of work completed with own forces $ 2600,000

Detailed scope of work chip Seal 950,000 SY

Project Number 2. (Attach additional sheets, if necessary.)

Project title Laramie Chip Seal

Classes of work performed:	Dollar value/Percentage of work:
Chip Seal	$50,000

Location City of Laramie

Owner City of Laramie

Owner's Representative

Telephone 307-721-5293

Engineer Ridge Leinen

Engineer's Representative

Telephone 307-721-5293

Original contract amount $ $50,000 Original completion date Sept 7

Final contract amount $ $50,000 Final completion date Sept 17

Percentage of work completed with own forces 100

Value of work completed with own forces $ $50,000

Detailed scope of work Chip Seal Streets

Project Number 3. (Attach additional sheets, if necessary.)

Project title Jackson Hole Airport

Classes of work performed:	Dollar value/Percentage of work:
Chip Seal	250,000

Location City of Jackson Hole

Owner City of Jackson Hole

Owner's Representative Stuart Schiff

Telephone 307-365-6690

Engineer Woolpert

Engineer's Representative

Telephone Stuart Schiff

Original contract amount $ 250,000 Original completion date July 12

Final contract amount $ 250,000 Final completion date July 17

Percentage of work completed with own forces 100

Value of work completed with own forces $ 250,000

Detailed scope of work Chip Seal Airport Perimeter Road

PART II.C PRIOR EXPERIENCE WITH THE CITY OF POST FALLS

The City of Post Falls will grade each contractor based on past project experience in the last 5 years. Below is a list of the categories/questions each contractor will be graded on, if applicable. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best. The contractor must have an average score of 3 to be considered pre-qualified. If the contractor scores 2 or less on more than two questions they will be disqualified. If a contractor does not have prior experience with the City of Post Falls within the last 5 years, this section will not be counted.

1. Did the contractor provide adequate personnel for the project?

2. Did the contractor provide adequate supervision for the project on-site?

3. Did the Contractor provide adequate construction equipment for the work?

4. Did the contractor adhere to the Owner-approved project schedule?

5. Did the contractor provide timely and cost-effective submissions of cost and time estimates for change order work?

6. Was the contractor successful in applying chip and fog seals without significant re-work or touch-up required?

7. Does the contractor have any outstanding or unresolved work remaining with the City?

8. Did the contractor communicate with the City satisfactorily throughout the contract?

Below is a list of categories and questions that each contractor may be graded on.

PART III INTERVIEW QUESTIONS FOR REFERENCE PROJECTS

This part includes a series of interview questions that may be asked regarding the reference projects listed in Part II.B. and Part II.C Owner Staff or a designated representative may conduct interviews for any or all reference projects for any or all contractors submitting an SOQ. Interviews, if they are performed, will be conducted within six (6) weeks after qualification statements are submitted. The interviewer (City of Post Falls) will score the contractor on a scale of 0 to 4 in increments of 1 for all questions listed below. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best. The interviewee (i.e., the reference person for the reference projects listed in Part II.B & II.C) must score the contractor an average of three (3) or more on the interview questions for a contractor to be eligible for qualification. The Contractor is encouraged to inform the Owner and/or Engineer for their reference projects that they have been listed as a reference and provide copies of the questions below for their review. If a Project Owner or Engineer cannot or will not provide an answer for an interview question, the question will not receive a point designation and will not count towards the contractor's total number of points. Score Contractor on a scale of 0 to 4 in increments of 1 for all questions listed below. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best.

1. Did the contractor provide adequate personnel for the project?

YES

2. Did the contractor provide adequate supervision for the project on-site?

YES

3. Did the Contractor provide adequate construction equipment for the work?

YES

4. Did the contractor adhere to the Owner-approved project schedule?

YES

5. Did the contractor provide timely and cost-effective submissions of cost and time estimates for change order work?

YES

6. In your opinion, were the number and types of claims filed by the contractor typical given the nature of the project (i.e., were they unusually high?) and were they able to resolve them without unusual difficulty?

YES, YES

PRE-QUALIFICATION APPLICATION INFORMATION CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents and that I have authority to bind and act on behalf of the firm submitting this prequalification questionnaire. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is correct and understand that if it is found that I have falsified any of the information contained within this document my firm will be immediately disqualified from further participation in the bidding process and I hereby waive any and all claims, including appeal rights, either I or my firm may have against the City of Post Falls arising out of the City's determination to disqualify my firm based on disqualifying my firm for falsely answering any question contained in this questionnaire. I further agree to personally indemnify, defend (at the City's sole option) and hold the City harmless from any claim from my firm that I was not authorized to act on the firm's behalf in executing this questionnaire.

SIGNED this 25 day of March, 2026.

American Road Maintenance
Name of Company

J Cahill
Signature of Certifying

Joseph Coghill
Official Name of Certifying

President
Official Title

END OF SECTION

NOTICE OF AWARD

2026 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of **$ 498,955.30**

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Northeast Quadrant - Sanitary Sewer Study Update

ITEM AND RECOMMENDED ACTION:
With approval, City Council authorizes the Mayor's signature to enter into a Professional Services Agreement with JUB Engineer's to update the NE Quadrant Sewer Study.

DISCUSSION:
In 2018 the City of Post Falls, in conjunction with larger developers in the 12th Avenue Lift Stations service area, conducted a sewer study called the Northeast Quadrant Sewer Study. The study examined growth trends and sewer limitations in the SH41 Corridor. Results of the Northeast Quadrant Sewer Study were incorporated into the 2019 Water Reclamation Master Plan and included upgrades at the 12th Avenue Lift Station, revisions to sewer routing within the basin and temporary routing of some flows into the SH41 sewer mains until the "Meyer Alternative" / "Fennecus Line" were constructed. Some of the necessary improvements have been constructed. With expansion of SH41, the City has seen increased growth in the Highway 41 Corridor. The City has additionally revised land use projections in the Corridor with the 2025 Transportation Master Plan. Calibration data in the City's Master Plan is over 8 years old, and there is a need to update modeling data and projections of capacities and project timing within the corridor to adequately respond to and give guidance for continued growth and land use decisions.

The 2018 Northeast Quadrant Sewer Study was prepared by JUB Engineering. City staff from the Engineering Division and the Water Reclamation Division have coordinated a scope of services with JUB Engineers to update the previous study and the City's sewer model. City Staff will collect existing flow capacity at key locations for model calibration as part of the study. Completion of the study is estimated for December of 2026.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$138,400.00 ($126,000 agreement + $12,000 contingency)

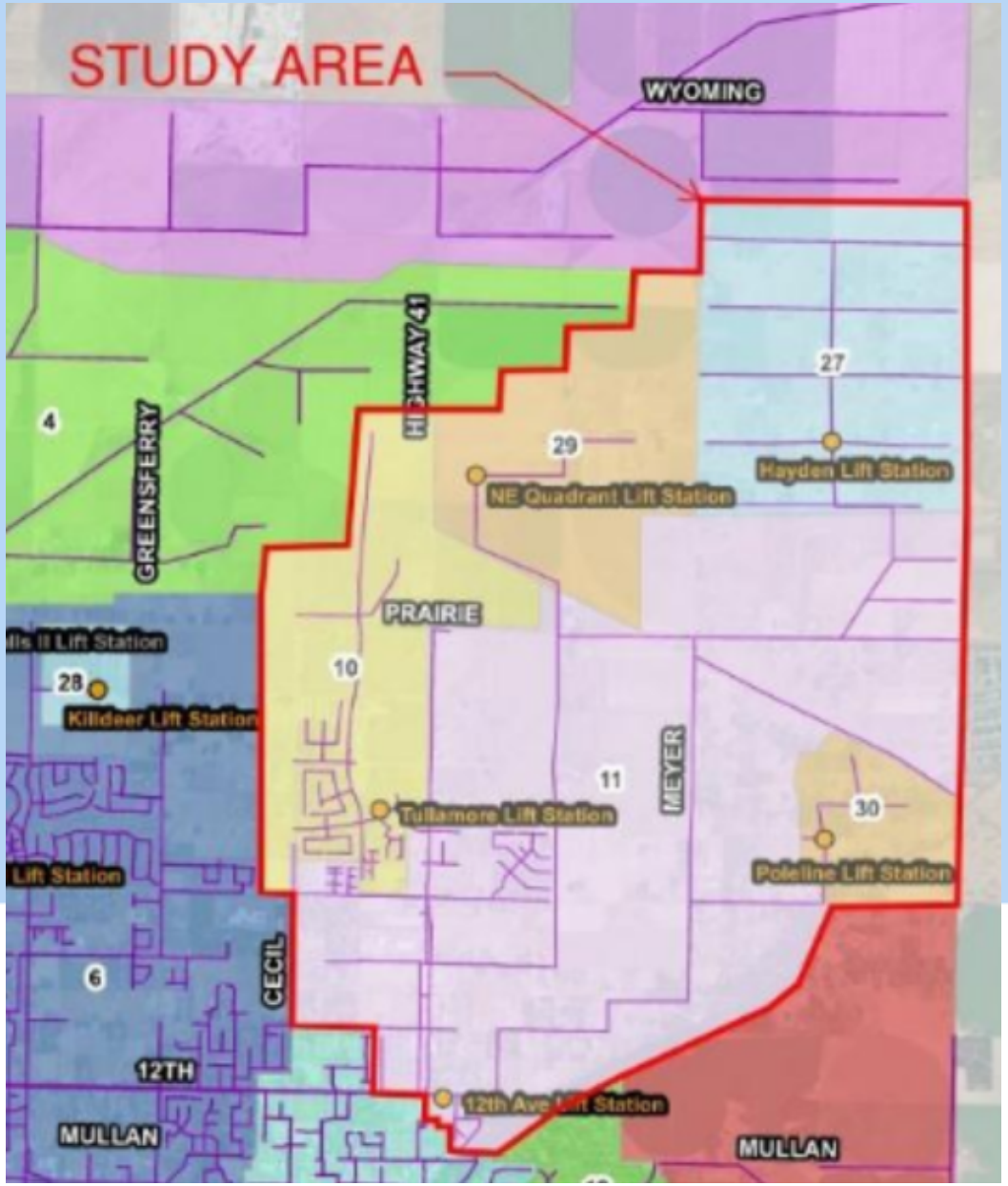
BUDGET CODE:
652-463.3201.95500

ATTACHMENTS:
1. NE Quardrant Study Update PowerPoint 05052026

2. 2026 JUB NE Quadrant Consultant Contract

NE Quadrant Sanitary Sewer Study Update

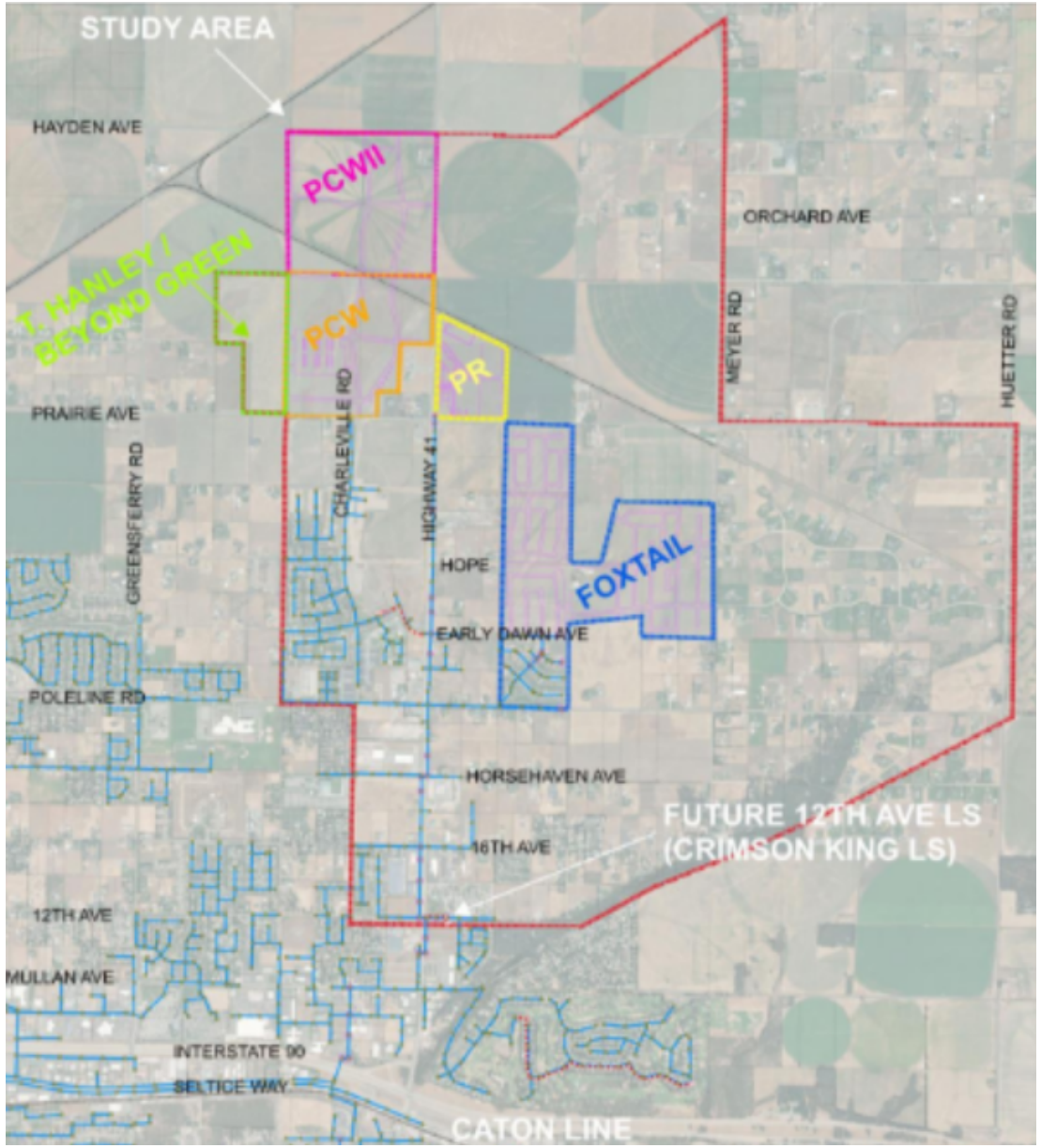
James Mulcahy, Staff Engineer
May 5, 2026



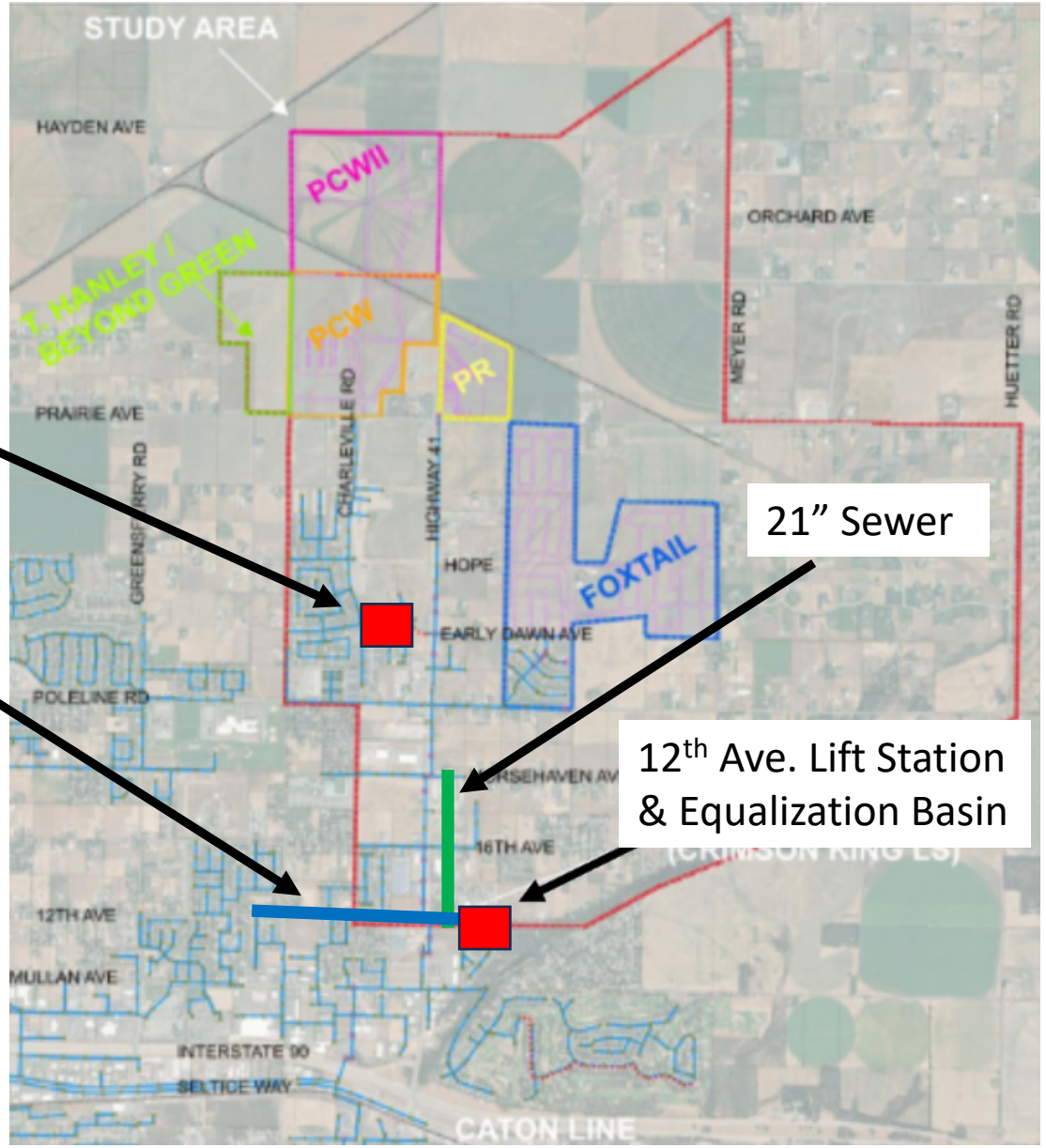
CITY OF POST FALLS

Previous NE Quadrant Sanitary Sewer Study Developed in 2018

Original Study



Completed Improvements



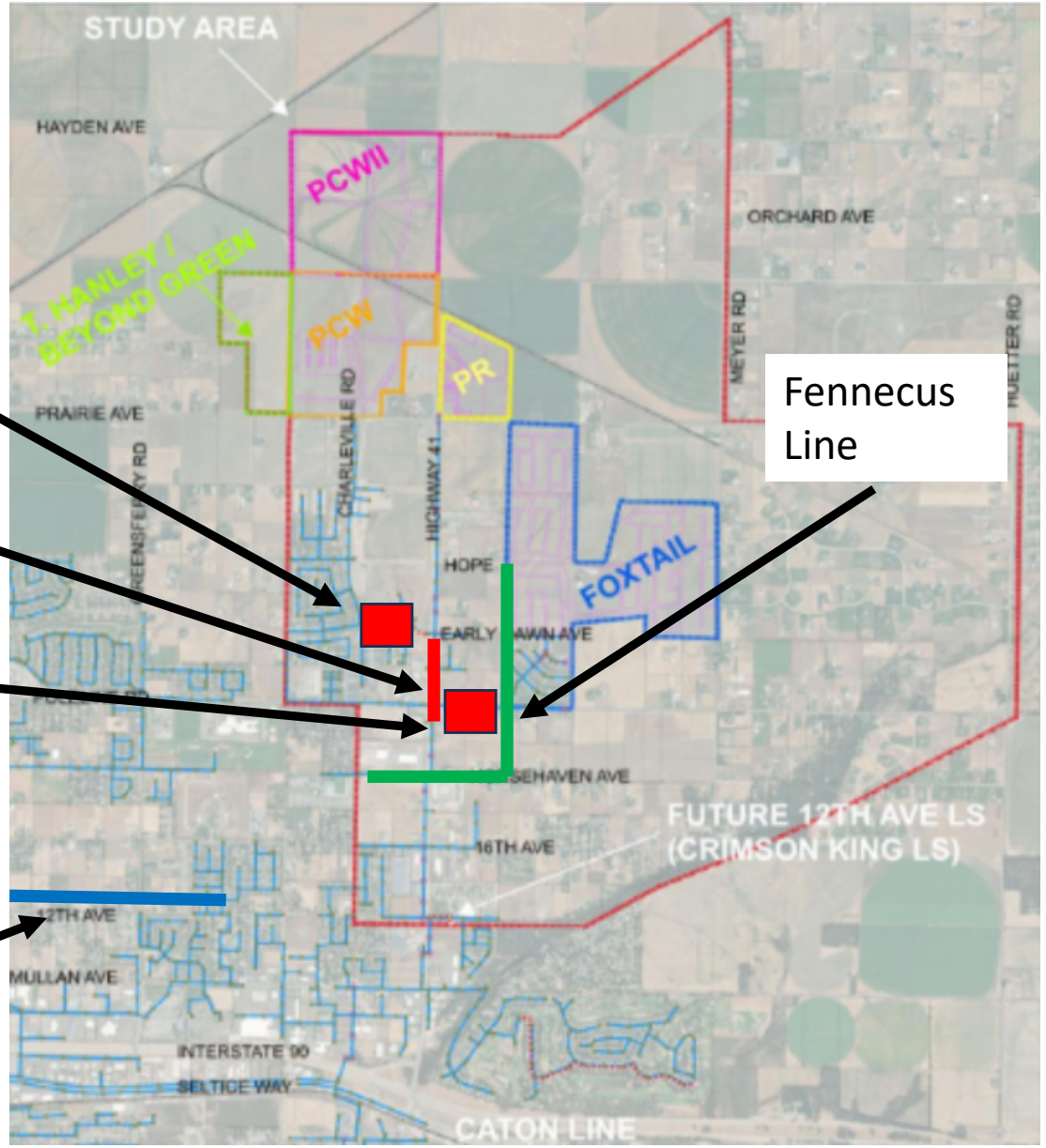
Remaining Improvements

Tullamore Lift Station

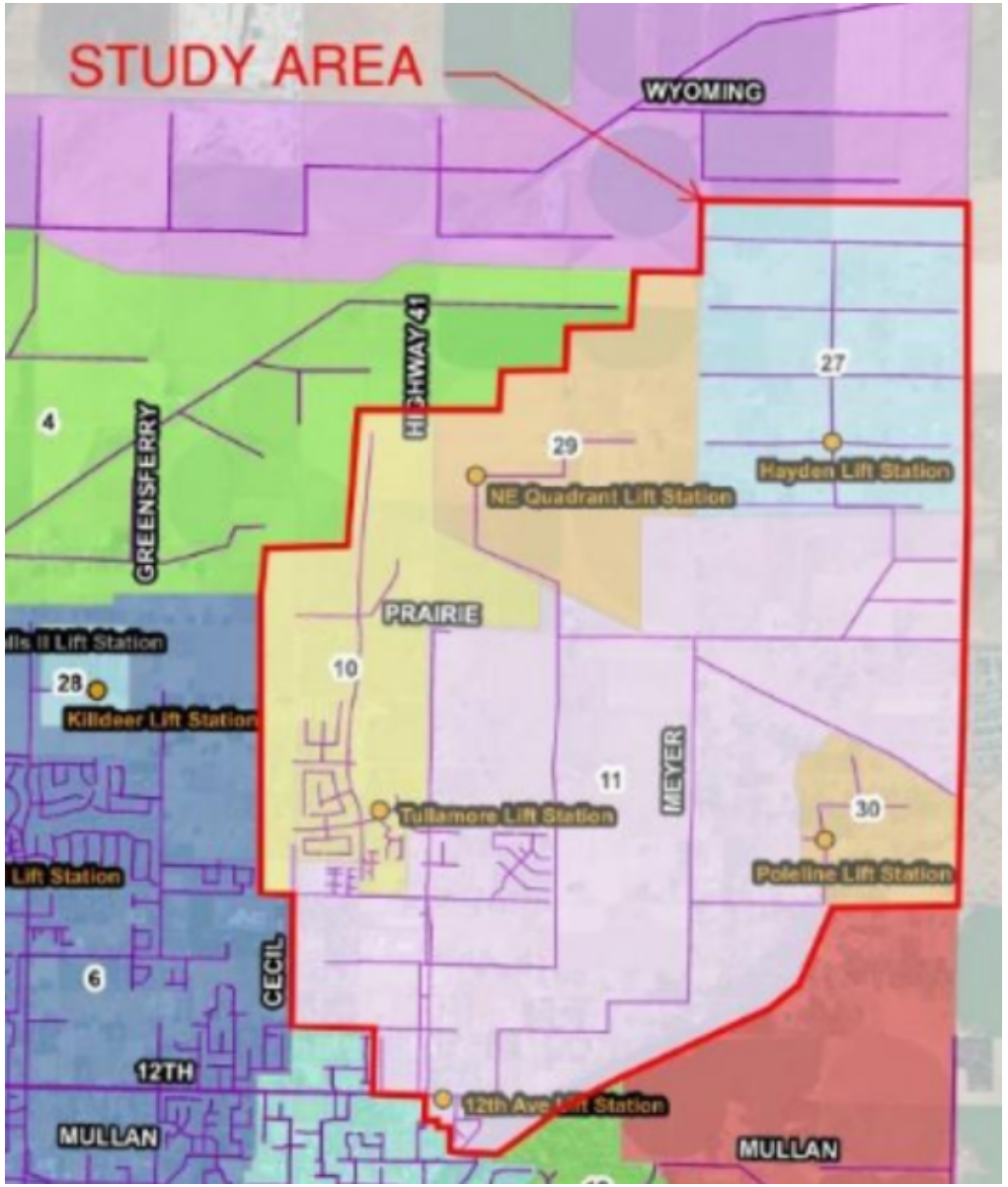
SH41 Parallel Line

Temporary Routing

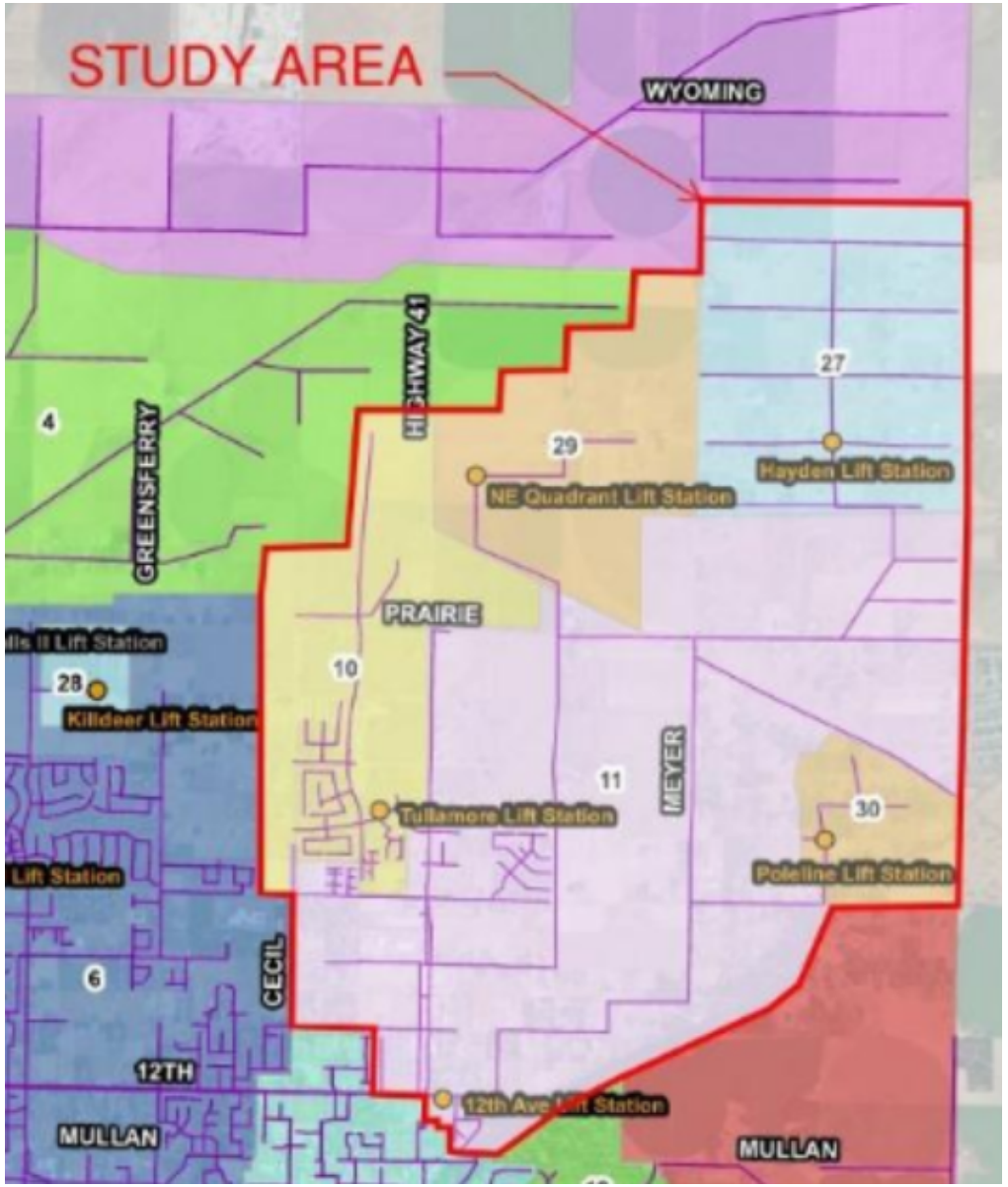
12th Ave. Forcemain



- Reasons for the Study
  - Widening of Hwy 41
  - Rapid Growth
  - Adds More Demand
  - Tech Park is Anticipated More Intense Flows

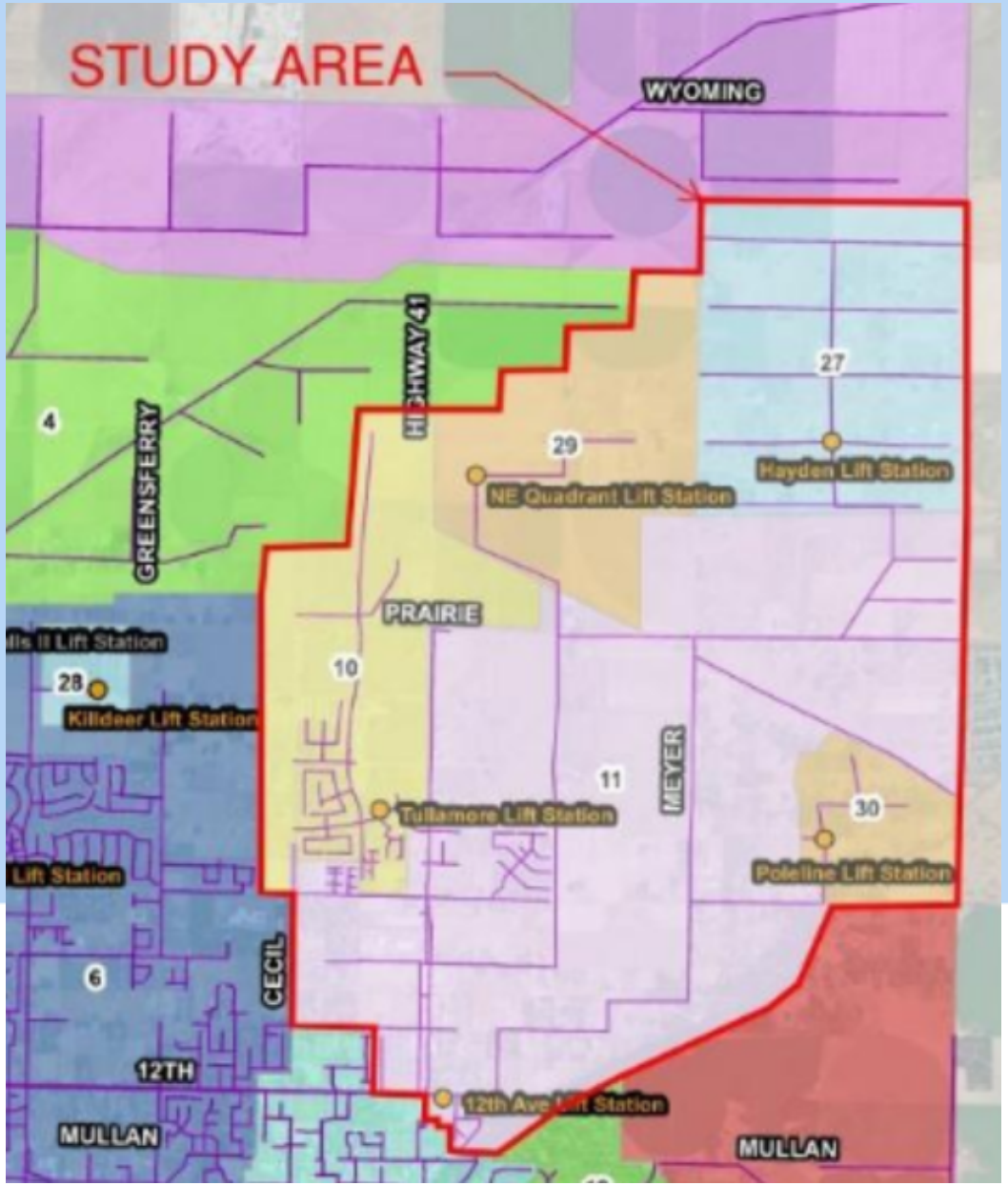


- Increased Study Area
- Determine New Trigger Flows
- Potential Relocation of Future Lift Stations
- Determine Existing Capacity For Future Development.
- Determine Triger Points for the 12th Ave Force Main.
- Results would be utilized in next Water Reclamation Master Plan Update (Year ?)



Project Cost $126,400.0
Estimated Completion November 2026

NE Quadrant Sanitary Sewer Study Update



CITY OF POST FALLS

CITY OF POST FALLS:
City of Post Falls Idaho
C/O City of Post Falls Engineering Department
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Robert Palus, City Engineer. Phone: (208) 773-4235
Email: rpalus@postfalls.gov

City Project Manager: James Mulcahy, Senior Staff Engineer. Phone: (208) 773-4235
Email: jmulcahy@postfalls.gov

CONSULTANT:
J-U-B Engineers, Inc.
745 W. Hanley Ave, Suite 301, Coeur d'Alene ID, 83815
Firm Contract Administrator: Cory R. Baune P.E. Contract Administrator. Phone (208) 762-8787 Email: cbaune@jub.com

Firm Project Manager: Jon R. Baune, P.E.. Phone: 208-762-8787
Email: Jbaune@jub.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and J-U-B Engineers, Inc. having offices for the transaction of business at 745 W. Hanley Ave, Suite 301, Coeur d'Alene ID, 83815 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, the City desires to perform collection system planning for the Northeast Quadrant Sewer Study within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

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

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

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

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

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

2.6**. TERM**: Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval, a schedule for the performance of the services, which may be adjusted as the project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods required for the City's review and the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION**: Consultant will be paid at an hourly rate based on the rates listed in

the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed $126,400.00 without a Contract Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

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

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

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

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

3.6. **FINAL INVOICE:** For the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement.

Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. **INSURANCE**: The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without thirty (30) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a claim is made, or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

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

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

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

4.6. **FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement

and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

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

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

(1) Stop work on the date and to the extent specified; and

(2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and

(3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and

(4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

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

reimbursement of reasonable defense costs to the extent of the Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. **PROFESSIONAL LIABILITY:** The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars ($1,000,000), whichever is more. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims, or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. **CITY OWNS INSTRUMENTS OF SERVICE:** Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title, and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others, which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled before expiration. Use or reuse of consultant's work for any purpose other than intended by this Agreement shall be at 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, recovery of 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, shall be apportioned in accordance with State law.

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 Contract Amendment, 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).

e. **Employment of Bona Fide Idaho Residents**: If this Agreement contemplates public works construction, Consultant agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-1003, as employees on the Project in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Consultant employs less than fifty (50) employees on the Project, Consultant may employ up to ten (10%) nonresidents on the Project. In all cases, Consultant agrees to give a preference to bona fide Idaho residents. The parties agree that if the Project involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

8.18 **ADDITIONAL REQUIREMENTS OF THE CITY OF POST FALLS:** The clauses in this section reflect requirements adopted by the City of Post Falls in furtherance of its procurement policies and contractual standards. These provisions are intended to supplement, and not replace, obligations to comply with all applicable federal, state, and local laws.

a. Employment Eligibility and Immigration Compliance: Consultant certifies that it complies, and will continue to comply for the duration of this Agreement, with all applicable federal and state laws governing the employment of workers, including but not limited to the Immigration Reform and Control Act of 1986, as amended (8 U.S.C. § 1324a). Consultant

further certifies that it does not knowing employ, contract with, or retain any individual who is not authorized to work in the United States and that it requires the same certification of compliance from all subcontractors performing work under this Agreement. Nothing in this provision will be construed to require the City to verify employment eligibility or to assume any duty of enforcement beyond the remedies otherwise available under this Agreement or applicable law.

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 Services, Basis of Fee, and Schedule; 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

Randy Westlund, Mayor

ATTEST:

BY: _____
Shannon Howard
City Clerk

Date: April ____, 2026

CONSULTANT

Cory R. Baune P.E., Contract Administrator
J-U-B Engineers, Inc.

Date: April 9, 2026

State of Idaho)
: ss
County of Kootenai)

On this 9th day of April, 2026 before me, a notary for the State of Idaho, personally appeared Cory R. Baune P.E. who, being by me first duly sworn, declared that they is a Contract Administrator of J-U-B Engineers, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

KIMBERLY UTECHT NOTARY PUBLIC MY COMMISSION EXPIRES 07-09-2027 STATE OF IDAHO COMMISSION NUMBER 20213309

Kimberly Utecht

Notary Public for the State of Idaho
Residing at: Coeur d' Alene
My Commission Expires: 7/9/2027

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Exhibit A – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2026 NE Quadrant Study Sewer Update
CLIENT: City of Post Falls
J-U-B PROJECT NUMBER: 20-26-
CLIENT PROJECT NUMBER: NA
ATTACHMENT TO:

☒ **AGREEMENT DATED: _____; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: NA**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

The City of Post Falls is requesting Professional Engineering Services to reevaluate wastewater collection system capacity and planning in the Northeast Quadrant of the City, with specific focus on the service area of the 12th Avenue Lift Station. This effort builds upon the 2017 Northeast Quadrant Sewer Study (completed by J-U-B Engineers) and the subsequent incorporation of findings into the 2019 Wastewater Collection System Master Plan (prepared by Keller Associates).

Since adoption of the 2019 Master Plan, conditions within the Northeast Quadrant have changed significantly:

- Growth pressures: Rapid residential and commercial development is occurring along the State Highway 41 corridor, including large-scale subdivisions and commercial centers. A future regional medical facility is anticipated at the intersection of SH-41 and Prairie Avenue.
- System improvements: The City has constructed major projects identified in the 2019 Master Plan, including reconstruction of the 12th Avenue Lift Station with flow equalization, installation of a 15-inch gravity main from the lift station to Horsehaven Avenue, and construction of new 16-inch and 12-inch parallel force mains in 12th Avenue. The force mains discharge at Sugar Maple and flow south and west to the 3rd Avenue Lift Station.
- Updated planning data: Population and employment forecasts for 2035 and 2045 have been revised through the Kootenai Metropolitan Planning Organization (KMPO) as part of the City's Transportation Master Plan update. These projections are higher than those used for the 2017/2019 studies, indicating greater near-term and long-term demands on the wastewater collection system.

As a result, the City has determined that a targeted update to the NE Quadrant Study is necessary to validate prior recommendations, assess current conditions, and identify additional improvements to maintain system reliability preparing for continued growth in the service area.

The study area will remain consistent with the 2017 Northeast Quadrant Sewer Study boundaries, with the addition of the "Jacklin" area recently annexed/identified for service.

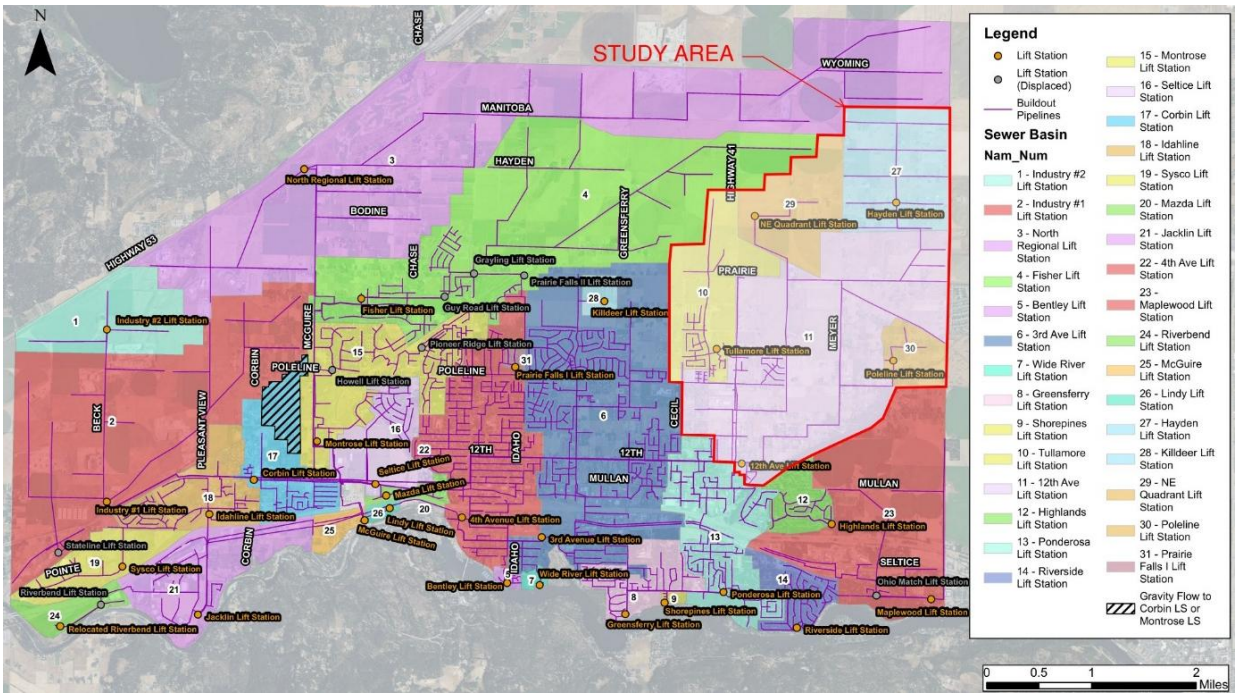
The primary objectives of this study are to:

1. Update and recalibrate the 2019 hydraulic model using new field gravity and lift station flow monitoring data, current land uses, and recent development records.
2. Assess existing system performance to identify any current capacity deficiencies or operational concerns.
3. Evaluate future system needs under updated 2035 and 2045 population and employment forecasts from KMPO and from recent City of Post Falls traffic planning.
4. Validate or adjust previous 2019 Master Plan recommendations for the Study Area, including the adequacy and timing of planned projects, with consideration of alternative alignments or cost-saving configurations.
5. Develop a phased capital improvement program (CIP) with planning-level cost estimates to guide the City's near- and long-term infrastructure investments.

The final work product will provide the City of Post Falls with a clear and updated roadmap for wastewater collection improvements in the Northeast Quadrant. It is J-U-B's understanding that the work will be adopted by City Council and integrated into the City-wide Master Planning.

J-U-B will perform the modeling analysis in Infoworks ICM 2025 software, unless agreed upon otherwise by City and J-U-B Staff.

The Study Area appears on the image below which is the Sewer Basin Boundaries Figure B.1 from the City's 2019 Wastewater Collection System Master Plan.



PART 2 - SCOPE OF SERVICES BY J-U-B

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

A. **Task 000: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
4. Regularly monitor project status, budget and schedule.
5. Attend/host virtual client meetings as requested to report project status as follows:
    a. Flow monitoring – One Kickoff Meeting
    b. Existing System Data Needs - One
    c. Existing System Calibration - One
    d. Future Hydraulic Computer Model – Two Results Workshop meetings anticipated.
    e. System Improvements and Phasing Workshop
6. Archive paper and electronic files and records.
7. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. **Task 001: Lift Station Flow Monitoring**

1. Communicate and coordinate J-U-B team activities with kickoff and progress meetings with internal staff.
2. Owner Provided flow monitoring (no JUB Labor) for three locations for a duration of two weeks (capturing three weekends of data) at the three locations summarized below (Actual locations may be adjusted with City approval to better fit modeling and hydraulic needs). The proposed locations are listed below:
    a. Location 1 - Poleline Manhole #3030
    b. Location 2 - Tullamore South Manhole #2878
    c. Location 3 - 12th Ave West of Lift Station Manhole #3137 or Hwy 41 South of Horsehaven Manhole #2981
3. J-U-B will perform Lift Station Flow Monitoring at the Tullamore Lift Station utilizing J-U-B monitoring equipment, including equipment installation and removal, data collection and review, and periodic site checks. Monitoring will be for a duration of two weeks (capturing three weekends of data).
    a. City Operator assistance will be required during both installation and removal of the equipment to provide site access and record information.
4. Data Processing for City Flow Monitoring and review.
5. Summarize City flow monitoring data categorizing average and peak hour flow data collected by Owner to identify the depth to diameter ratio and peak day flow at the monitoring locations for weekday and weekend with technical memorandum. Memorandum will also summarize lift station flow data including minimum, maximum, and average weekday and weekend day flows.
6. Client Provided Work:
    a. If necessary, provide Traffic Control services at gravity monitoring locations requiring more than the ADS standard (2-person crew, cones, signs).
    b. As required, pay for all local licenses, and any certified traffic plans and/or permits.
    c. Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
    d. If sewer/storm line is dirty and full of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
    e. Provide any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
    f. Historical Lift Station Flow Data at 12th & Tullamore
7. Deliverables:
    a. Technical Memorandum summarizing gravity and Lift Station flow monitoring results.
8. Assumptions:
    a. Flow monitoring data is intended to capture typical dry weather flow data.

b. Gravity Sewer flow monitoring will be performed by City Staff, no J-U-B labor.
c. Gravity and Lift Station flow monitoring will be conducted over the same two-week time period.

C. **Task 002: Hydraulic Computer Model Update and Calibration – Existing**

1. Background Data and Information
   a. Obtain the City's most current GIS of the collection system and supplemental Record Drawings Provided by City (estimated at 5 developments and/or development phases). Additional developments will be handled as additional services with the Client.
   b. Obtain and review comprehensive planning provided by the City – Identify data needs and update existing modeling information as necessary.
   c. Obtain development planning information for developments approved by the City.
2. Update the System Layer of the Existing Hydraulic Computer Model and Calibrate to Flow Monitoring Data within the Study Area
   a. Update Existing System Model with Record Information provided by City. The existing system layer will be generated from the previous model data, more recent GIS data, and supplemented with record information as provided by the City. The previous model existing system layer supplemented with the City's GIS is assumed to be the best available knowledge of the existing system.
   b. Troubleshoot model for functionality and consistency, review for proper flow routing and adverse grades in the study area.
   c. Update flow generation layers for the study area, from most recent City planning and development information.
   d. Calibrate to Flow Data. The calibration points will be the flow monitoring locations identified above.
   e. Run Model and Check/Fix Major Discrepancies
   f. Compile a list of data gaps and limitations and review with City staff.
      i. Additional data gathering may be necessary by others or handled as Additional Services - Data anomalies will be reviewed with City staff.
      ii. Field verifications to existing system layer information will also be coordinated with City Staff (to inform the City of non-City personnel working in the collection system for data gathering purposes).
      iii. Up to 8 hours are anticipated to be needed to address data anomalies with updated data. Additional efforts will be handled as Additional Services, if necessary.
3. Existing Model Analysis
   a. Onsite capacity analysis (within the project study area) – Evaluate existing infrastructure within the study area as follows:
      i. Depth over Diameter and Remaining Capacity mapping
      ii. Define the critical reach(es) limiting flow and trigger flow values for improvement.
      iii. Calculate Remaining Service Units available until construction is required.
      iv. Provide model generated pipe profiles for critical reach(es)
      v. Specific analysis areas are summarized below to evaluate how many service units are available prior to needing capacity improvements:
         (a) The gravity sewer reaches from Early Dawn and Fennecus (MH-3779) downstream to 12th Ave Lift Station.
   b. Offsite capacity analysis (downstream of the Sugar Maple discharge) – Evaluate existing infrastructure that is outside of the study area, downstream of Sugar Maple to the 3rd Avenue lift station as follows:

i. Depth over Diameter and Remaining Capacity mapping
ii. Define the critical reach(s) limiting flow and its trigger flow value. Establish a trigger flow in the critical reaches in the existing model from Sugar Maple downstream to the 3rd Avenue Lift Station.
iii. Calculate Remaining Service Units available until construction is required.
iv. Provide model generated pipe profiles for critical reach(s)
v. Specific analysis areas are summarized below to evaluate how many service units are available prior to needing capacity improvements:
(a) The gravity sewer reaches from Sugar Maple (MH-1585) downstream to Polston Ave (MH-1574)
vi. Study Limitations – The pipelines downstream of Sugar Maple serve a much greater area than the study area of this project and is assumed that the current model flows accurately represent existing flows in the areas beyond the service area that are served by this reach.

4. Technical Memorandum – Existing Model chapters
   a. Prepare Draft TM chapters for review concurrently with work progress.
   b. Quality Control – Perform Quality Control in parallel with City review.
   c. Address QC and City comments of the Draft TM chapters.

D. **Task 003: Master Plan Evaluation and Project Phasing**

1. Incorporate Preliminary Planning and development plans within the study area for land use and plat information for sewer routing flow for currently planned development areas, within the study area.
2. Update Future Model Land Use and Flow Generation Layers for the study area.
3. Onsite System Updates (within the project study area) – Evaluate phased system improvements for onsite improvements required and their timing to successfully route flow out of the study area using a combination of model results and spreadsheet calculations. The following areas were previously identified:
   a. N. Fennecus Road to 12th Ave Gravity Sewer (Meyer Alternative)
   b. Tullamore Lift Station
   c. Lift Station at Junction (Corner of Charleville and Prairie) Convey South on Cecil & Tie into the 12th Ave Force Main. This would remove a Lift Station on the East Side of Hwy 41., near Harvest Ave.
   d. Evaluate Proposed Routing Changes – Identify potential recommended routing changes (if any) for future backbone piping that may become apparent throughout model analysis.
4. Offsite Improvements (downstream of the Sugar Maple discharge) - Evaluate previous Capital Improvement Projects and their timing using model results and spreadsheet calculations as follows:
   a. P.2.1 - 12th Ave Force Main, Phase 3 (2028+) – Evaluate a revised discharge location consisting of extending the 12th Ave FM west to Spokane Street discharging flow into the existing manhole 1534 (10“ main) or further west to manhole 633 into the existing main.

i. Verify existing gravity main infrastructure from Spokane Street west is available for use and supports the 12th Ave Lift Station flows.

ii. Verify the existing gravity mains west Spokane Street at Manhole 633 has capacity to the 4th Ave. Lift Station and supports the 12th Ave Lift Station flows.

iii. Study Limitations –

(a) The pipelines downstream of Sugar Maple serve a much greater area than the study area of this project and it is assumed that the current model flows accurately represent existing flows in the areas beyond the service area that are served by this reach.

iv.

12th Ave Force Main, Phase 3	Project Location: 12th Avenue to Seltice
Project Identifier: P.2.1 Objective: Eliminate interbasin pumping and convey 12th Ave LS flows directly to the WRF, allowing continued growth in the NE Quadrant of Post Falls. Trigger: Peak hour flow = 875 gpm, approximately 208 gpm above 2017 peak hour flow on Caton Street, when Ponderosa LS receives combined flows of 1,080 gpm, or when 3rd Ave LS receives combined 1,400 gpm. Potential Issues: Consider gravity and pressure sewer interties during concept design. Design of this project will refine costs and concepts (to be completed in 2019). This project uses the existing pressure main previously used by the 4th Ave Lift Station. Consider phasing with Phase 2, pending available funding.	

5. Evaluate Proposed Routing Changes – Identify potential recommended routing changes (if any) for future backbone piping that may become apparent throughout model analysis.
6. Review Preliminary Results with City Staff - After the modification recommendations listed above are made for Master Planning, the sewer model will be run and modified, as necessary. The model results will be plotted and reviewed with Clients and City staff.
7. Revise Future System Model to address City comments.
8. Technical Memorandum – Future Model chapters
   a. Prepare Draft TM chapters for review concurrently with work progress.
   b. Quality Control – Perform Quality Control in parallel with City review.
   c. Address QC and City comments of the Draft TM chapters.

E. Task 004: Planning Level Project Cost

1. Develop CIP Costs for identified improvements (update previous Capital Improvement Projects as part of the work)
2. Develop CIP Phasing Plan - Utilize the prioritization routine to develop the Capital Improvement Plan for immediate (within five years), near-term (5 to 10 years), and long-term (beyond 10 years) improvement projects.
3. Develop CIP Project Exhibits for Key Projects
4. Technical Memorandum – Capital Improvement Plan Chapters
   a. Prepare Draft TM chapters for review concurrently with work progress.
   b. Quality Control – Perform Quality Control in parallel with City review.
   c. Address QC and City comments of the Draft TM chapters.

F. Task 005: Deliverables

1. J-U-B shall prepare a 2026 Northeast Quadrant Sewer Study Technical Memorandum Report with executive summary compiling the draft chapters identified above. J-U-B shall compile the previously submitted draft TM chapters into one deliverable for City Staff for review and comment. All deliverables are electronic deliverables.
2. Review compiled deliverable with City, anticipated for City Adoption and IDEQ review.
3. Final Technical Memorandum.
4. Provide a copy of the sanitary sewer model.

G. **Task 006: Surveying for GIS Database Updates**

1. Setup Control and get on established Vertical Datum
2. Survey Rim elevation and Dip and calculate invert elevations, ten manholes as coordinate with the City during scoping.
3. Provide deliverable to Post Falls in the form of markups on record drawings showing J-U-B survey measurements.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. GIS data and Record Drawings
2. Gravity System Flow Monitoring

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. None

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
    a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.

2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule [1]
000	Project Management	Time and Materials (Estimated Amount Shown)	$13,600	Concurrent with work progress
001	Flow Monitoring	Time and Materials (Estimated Amount Shown)	$13,100	Flow monitoring complete within 1 months after executed contract, notice to proceed, and receipt of all required data
002	Hydraulic Computer Model Update and Calibration – Existing	Time and Materials (Estimated Amount Shown)	$44,700	Draft for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
003	Update Future Hydraulic Computer Model	Time and Materials (Estimated Amount Shown)	$22,200	Draft for CLIENT review 5 months after executed contract, notice to proceed, and receipt of all required data
004	Phasing Plan and Planning Level Project Cost	Time and Materials (Estimated Amount Shown)	$10,700	Draft for CLIENT review 6 months after executed contract, notice to proceed, and receipt of all required data
005	Deliverables	Time and Materials (Estimated Amount Shown)	$14,000	Draft for CLIENT review 7 months after executed contract, notice to proceed, and receipt of all required data
006	Surveying Manholes for GIS Database	Time and Materials (Estimated Amount Shown)	$8,100	Draft for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
		Total:	**$126,400.00**	

1. Assuming contract execution occurs at the May 5, 2026 City Council Meeting the anticipated schedule is for J-U-B to provide Task 005 Deliverables on or before the end of November 2026.

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): IDAHO

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Wtr/WW Treatment

PROJECT DESCRIPTION(S)**:**

1. Sewer/Wastewater Collection/Disposal (S04)

Exhibit B Nondiscrimination Requirements

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

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

1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination**
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports**
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance**
   In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

Incorporation of Provisions

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

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

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/5/2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Hope Avenue at Cecil Road - Traffic Control

ITEM AND RECOMMENDED ACTION:
This item is for information purposes only and updates a December 2024 Staff Report

DISCUSSION:
In December 2024 the Post Falls Police Department and Engineering Division provided a presentation to City Council in response to citizens' concerns along Cecil Road, between Poleline Avenue and Prairie Avenue, regarding speeding and safety. No action was required of the City Council. At the time, warrants for all-way stop control at the intersection of Hope Avenue / Cecil Road were not met as volumes and collisions were significantly below established thresholds.

In the past 12 months, collisions at the intersection have jumped significantly (from 4 collisions in 5 years to 5 collisions in 8 months). The current collision rate does meet warrants for all-way stop control. Traffic volumes do not meet warrants. Additional field investigation indicates that insufficient stopping site visibility exists in the southeast corner of the intersection for prevailing speeds. Based on the collision history and sight visibility, a request to the Streets Department was sent on April 27 to make the necessary conversions to all-way stop control. The available data and recommendation for revision of the intersections' operation were discussed in the field with the Police Department (Lieutenant Harrison 04/24/2026)

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
December 3, 2024 - Presentation by Post Falls Police Department and Engineering - Traffic Issues Cecil Road

APPROVED OR DIRECTION GIVEN:
None - Informative only

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
n/a - Sign materials and roadway markings within operating budget

BUDGET CODE:
n/a - Sign materials and roadway markings within operating budget

ATTACHMENTS:
1. Hope and Cecil Stop
2. Traffic Issue Cecil Road
3. Hope and Cecil Location Map

Intersection Safety
Hope Avenue / Cecil Road

Robert S. Palus, PE - City Engineer

May 5, 2026



CITY OF POST FALLS

Recent incidents…

2020-2024

– 3 (property damage only)

Past 12 Months

- 1 serious injury
- 2 minor injury
- 2 possible injury



Stopping Sight Distance (FHWA):

~~25mph – 155ft~~

30mph – 200ft

35mph – 250ft

Posted Speed
85th % Speed

Actual:

260ft – **BLUE**

252ft – **RED**

125ft – GREEN ← Less than posted speed limit

474ft – **PURPLE**

250ft sight distance depicted in Yellow



Conversion to All-Way Stop

- Two new Stop Signs
- Affix each with an “All Way” plaque
- Stripe High-Visibility Crosswalks
- Stripe Stop Bars

- Temporary measures (1-2 months)
  - Orange flagging on stop signs
  - Warning signs “new traffic pattern ahead”



Intersection Safety
Hope Avenue / Cecil Road

Robert S. Palus, PE - City Engineer

May 5, 2026



CITY OF POST FALLS

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE/STAFF REPORT
MEETING DATE: 12/3/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Chief of Police

SUBJECT: Traffic Issues Cecil Ave (Prairie to Poleline.)

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ITEM AND RECOMMENDED ACTION:
City administration requested engineering and police staff evaluate traffic issues on Cecil Road between Prairie and Poleine in response to a citizen's request received by the City Council. Staff evaluated collision history, road design, and conducted a speed study in this area. This report provides staff's analysis of the issue and is presented for City Council's information. No action is required on this item.

DISCUSSION:

Cecil Road is designed as a Major Collector Roadway. Major Collector Roadways are intended to handle 4,000-12,000 vehicles per day with an intended speed limit of 35 mph. Stop control is currently placed on the minor side streets per established standards. All-way stop control does exist at the Killdeer/Cecil intersection due to poor site visibility. Bike lanes exist along a majority of the roadway and there are sections that additionally contain parking lanes. Where parking lanes do exist, there is little to no utilization. Sidewalk exists along the entirety of the east side of the roadway. There are 3 driveway approaches in the section and 4 roadway intersections. Cecil was originally posted at 35 mph, but the speed limit was reduced to 30 mph prior to the connection to Prairie Ave. based on the results of a speed study.

Looking at collision history, this section of roadway has a lower incidence rate of collisions when compared to roadway of similar classification. The collision history does not approach the thresholds for installing all-way stop control at the intersections (5correctable collisions in a 12-month period). The collision history includes:

- 1 recent collision involving a cyclist crossing at Prairie Ave/Cecil Roundabout with no other reported pedestrian or cyclist collisions since 2008.
- 1 mid-block property damage collision between Poleline and Bogie in past 5 years.
- 4 property damage collisions at Hope and Cecil in past 5 years.
- 1 property damage collision at Kildeer and Cecil in the past 5 years.
- 3 collisions at the Poleline and Cecil roundabout since installation in 2022, including the injury collision with a cyclist. Previously, the Poleline and Cecil intersection experienced 21 collisions in a 5-year period.

A traffic study was conducted in this area using specialized equipment (JAMAR), a state-of-the-art speed monitoring device, designed to record the speed, date, and time of vehicles traveling through this corridor. The study revealed a pattern: 35.3% of the vehicles exceeded the posted 30mph speed limit during certain times, highlighting a need for further enforcement and traffic-calming measures. Moreover, a recent accident at the Cecil and Pole Line roundabout has brought to lights concerns. In this incident, a child was struck by a vehicle while attempting to cross the roadway, emphasizing the immediate need for attention and action to enhance pedestrian safety in the area. A traffic emphasis was initiated on Poleline between Hwy41 and Idaho with special attention to school

zones. From September 3 until November 13, we have conducted 197 traffic stops on Poleline to reduce speeding in the school zone area.

Recommendations for establishing speed limits is based on determination of the roadways 85th percentile speed and pace speed. The speed can then be adjusted based upon collision history, approach spacings and other special conditions. Review of the speed and volume data collected by the Police Department with their jamar indicates 85th Percentile Speeds between 37mph and 39mph. The roadway pace speed is between 35mph and 37mph. Based on field observations it is unlikely that any of the existing intersections would warrant revision from current configurations to revise stop control onto Cecil Rd. or be converted to all-way stop control. Use of stop signs to control speeds is not recommended as it tends to increase mid-block speeds. Additionally, the placement of unwarranted stop signs may result in increased collisions at intersections. An engineering study can be conducted at the intersections of Hope/Cecil, Bogie/Cecil but would require outside resources to complete at this time. Review of the collected traffic and volume data, along with consideration of existing roadway safety and operational patterns, would indicate that the advisable posted speed limit on Cecil Road is 35 mph, an increase of 5mph, between Poleline Ave. and Prairie Ave.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
This study was never performed previously

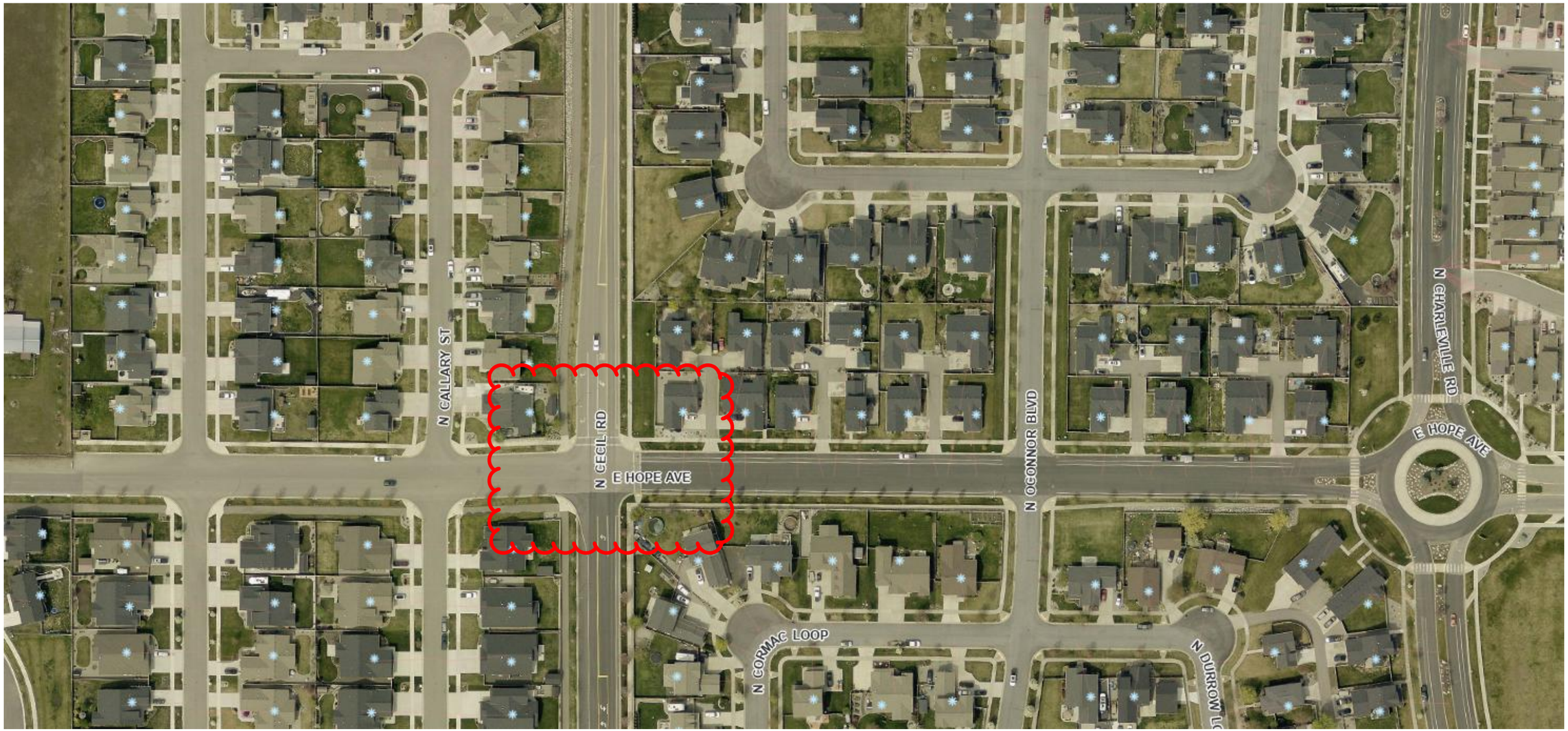
APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
No fiscal impact traffic enforcement is conducted with on-duty staf

BUDGET CODE:

N/A

ATTACHMENTS:



N. Cecil Rd and E. Hope Ave Intersection Location Map