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**CITY COUNCIL  
MEETING AGENDA**

**July 7, 2026  
6:00 PM**

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

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**WORKSHOP – 5:00 pm 2nd Floor Conference Room**

- a. 2027 Budget Workshop

**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**

**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. ESGR Patriot Award

**AMENDMENTS TO THE AGENDA**

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

**DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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

**1. CONSENT CALENDAR**

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

**ACTION ITEMS:**

- a. Minutes – June 16th, 2026, City Council Meeting
- b. Payables 6/17/2026 - 7/08/2026
- c. April Cash and Investments Reports
- d. Elevate Academy North School Resource Officer Contract Renewal
- e. Public Works Annexation Reasoned Decision (ANNX-26-2)
- f. Fisher Lift Station Annexation Reasoned Decision (ANNX-26-1)
- g. Prairie Annexation Reasoned Decision (ANNX-25-5)
- h. Prairie Annexation and Development Agreement (ANNX-25-5)
- i. North Chase Place Annexation Reasoned Decision (ANNX-25-8)
- j. North Chase Place Annexation and Development Agreement (ANNX-25-8)
- k. Mullan Avenue Annexation Reasoned Decision (ANNX-25-7)
- l. Mullan Avenue Annexation and Development Agreement (ANNX-25-7)
- m. Prairie Medical Development Agreement (ZC-25-2)
- n. Gaul Annexation and Development Agreement (ANNX-25-1)
- o. Echo Estates Master Development Agreement (SUBD-24-4)
- p. Acceptance of Water Utility Easement Dedication at 1100 N. Chase Road.
- q. Bogie Subdivision Construction Improvement Agreement
- r. The Landing at Post Falls - Phase I Commercial Subdivision Construction Improvement Agreement
- s. Addendum II to the Arrive Post Falls Construction Improvement Agreement (SYSCO Lift Station Pump Reimbursement)

## 2. PUBLIC HEARINGS

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

**ACTION ITEMS:**

- a. Pleasant View Meadows Annexation (ANNX-25-10)

**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. Fisher Lift Station Annexation Ordinance (ANNX-26-1)
- b. Public Works Annexation Ordinance (ANNX-26-2)
- c. Prairie Medical Zone Change Ordinance (ZC-25-2)
- d. Powderhorn Vacation Ordinance (VAC-25-5)
- e. Fee Resolution Revision
- f. Well House 4 Rehabilitation, Contract Amendment with J-U-B Engineers

**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:**

**5. CITIZEN ISSUES**

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

**6. ADMINISTRATIVE / STAFF REPORTS**

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

**7. MAYOR AND COUNCIL COMMENTS**

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

**8. EXECUTIVE SESSION**

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

**ACTION ITEMS:**

**RETURN TO REGULAR SESSION**

**ADJOURNMENT**

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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Warren Wilson, Deputy City Administrator, Jason Faulkner, Finance Director  
**SUBJECT:** 2027 Budget Workshop

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**ITEM AND RECOMMENDED ACTION:**

Staff will present an update on the Fiscal Year 2027 budget.

**DISCUSSION:**

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**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

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**BUDGET CODE:**

**ATTACHMENTS:**

None

**CITY OF POST FALLS  
AGENDA REPORT**  
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:  
**MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Daniel Stevenson  
**SUBJECT:** ESGR Patriot Award

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**ITEM AND RECOMMENDED ACTION:**

Employer Support of the Guard and Reserve Patriot Award presentation to Mayor, Parks & Recreation Director and Parks Manager.

**DISCUSSION:**

Present award in appreciation of the support of Guard and Reserve

**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:**

None



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**CITY COUNCIL  
MEETING MINUTES**

**June 16, 2026  
6:00 PM**

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

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**WORKSHOP – 5:00 pm 2nd Floor Conference Room**

- a. Legislative Changes Affecting Land Use Regulations

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

Community Development Director, Bob Seale, presented Senate Bill 1352 regarding Starter Home Subdivisions and the steps Post Falls staff are taking to implement the required changes. This new law is effective July 1, 2026, and requires amending our Comprehensive Plan and Ordinances by February 1, 2027. Key components include allowing this designation in all residential zoning districts and all subdivisions over four acres. It also prohibits the city from limiting certain lot sizes and setbacks. Staff's preferred approach to incorporate these changes would be to modify the RM zone. The next steps in this process are to revise the comprehensive plan, revise the zoning code, and address any additional changes needed or found while going through the updates.

Workshop adjourned at 5:55 pm.

**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**

**PLEDGE OF ALLEGIANCE**

**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, Marc Lucca – **Present**

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

None

### **AMENDMENTS TO THE AGENDA**

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

None

### **DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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None

### **1. CONSENT CALENDAR**

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

#### **ACTION ITEMS:**

- a. Minutes – June 2, 2026 City Council Meeting
- b. Payables 06/03/2026 - 06/17/2026
- c. McKinley Meadows Off-site Improvements Construction Improvement Agreement
- d. Rosewater Place Subdivision Construction Improvement Agreement
- e. Klondike Crossing Subdivision Construction Improvement Agreement
- f. Legacy Riverbend Condos Final Plat Approval
- g. Permit Application for Post Falls Parade

**Motion by City Councilor Malloy to accept the Consent Calendar as presented.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

### **2. PUBLIC HEARINGS**

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing.

Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

**ACTION ITEMS:**

- a. User Fee Hearing

**Public Hearing Opened at 6:05PM**

Finance Director Jason Faulkner presented fee changes. Parade fees (as new fees) were reviewed. The Concessionaire Fee is a new \$300 permit fee. The Education and Fitness Activity user fee is also a new fee of \$300 annually. Public Records fees updates were also reviewed. If these are approved, the resolution formalizing the changes will be brought to the next council meeting

Mayor Westlund stated that many of the records requests are coming through AI Chatbots and are bogging down staff.

Councilor Mosby asked about the annual fitness activity permit fee, specifically if there should just be a permit, not an additional fee. Mr. Faulkner responded that this is a fee for For-Profit fitness classes that are organized and run by an outside agency. Councilor Mosby is concerned the fee is high enough that it may deter people from organizing these types of classes.

Councilor Ziegler stated that these fees and permits help to avoid conflicts with too many concessionaires or fitness classes at one place.

Councilor Lucca is concerned that the 15% over \$500 in sales is too restrictive. Parks Director Kris Ammerman stated that the 15% fee is already in place; the \$300 annual permit fee is the only new fee. This fee is requested to capture the staff time that goes into managing these types of park uses.

There was no public comment.

**Public Hearing Closed at 6:24pm**

**Motion by City Councilor Malloy to Approve the new fees.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

- b. Heaven View Annexation and Vacation (ANNX-25-9 & VAC-25-4)

**Public Hearing Opened at 6:24pm**

Planning Manager Jon Manley presented this annexation and vacation request. The applicant requests 22 acres be annexed with a zoning designation of R1 and 19.52 acres be annexed with a zoning designation of R2, as well as a 0.368 acre vacation. The project is located south of Prairie Avenue and east of Highway 41, north of E Hope Avenue. The surrounding area is zoned mostly R1 and CCS, and includes a school. The zone change comprehensive compatibility was

reviewed. Mr. Manley reviewed the vacation and why the applicant is requesting a vacation.

Councilor Steigleder asked if the city owned the parcel that was being vacated. Deputy City Administrator Warren Wilso explained that the vacated parcel is a dedicated right-of-way parcel owned by the city.

Councilor Plew asked about the property's connection to the city's sewer. City Engineer Robert Palus explained that we are doing a sewer study in that area that should be completed around December 2026 that could verify if there's capacity in the temporary line. If there is not, there are other potential options.

Councilor Lucca had questions about why the right-of-way was dedicated if we don't need it now. Mr. Palus explained that back in the early 1900s there was a power line there and when the current roadways were developed around it, the sewer and water lines were developed along the roadways, making the current right-of-way in this vacation unnecessary.

Brad Marshall from JUB Engineers spoke on behalf of the applicant. Pro Made Homes is a developer out of the Tri-Cities. Pro Made's goal is to develop the property within 5–6 years into a neighborhood with a wide range of detached single-family home floor plans. Zone change review criteria were presented. Mr. Marshall reviewed housing availability and affordability for Kootenai County.

Councilor Steigleder asked if the house plans were all detached. Mr. Marshall explained that it is in the annexation agreement that they are all detached house plans. The roadway plans, including the Fennecus roadway connections were shown.

### **Public Comment**

In Favor: Mark Hughes (Post Falls) — He sold the parcels to Pro Made. He had six interested parties, but chose Pro Made because they liked their plans. They were denied annexation in 2022. He supports the competitive price point that they can provide for this development.

Neutral: None

Opposed: Peter Xhudo (Post Falls) — He is opposed to the lack of amenities that are offered in the proposed development. He does not want the Heaven View development to join with the Fox Tail HOA.

### **Rebuttal**

Mr. Marshall stated they will be paying park impact fees. They have partnered with Architerra, who still controls the HOA and park in Fox Tail.

### **Public Hearing Closed at 7:07pm**

Annexation criteria were discussed by council.

**Motion by City Councilor Malloy to Approve the Heaven View Annexation.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

Zone change criteria were discussed by council.

**Motion by City Councilor Malloy to Approve the Heaven View Requested R1 and R2 Zoning.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

**Motion by City Councilor Malloy to Approve the Heaven View Vacation.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

### **3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

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#### **ACTION ITEMS:**

- a. Ordinance Amending Door-to-Door Permit Issuance Requirements

**Motion by City Councilor Malloy to place the Ordinance Door-to-Door Permit Issuance Requirements on its first and only reading by title only while under suspension of the rules.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

**AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT OF POST FALLS MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 5.20 TO ESTABLISH REGULATIONS FOR COMMERCIAL DOOR-TO-DOOR SOLICITATION; PROVIDING FOR PERMIT PROCESSING; PROVIDING APPLICATION REQUIREMENTS, HOURS OF SOLICITATION, AND CONDUCT STANDARDS; PROVIDING EXEMPTIONS FOR NONCOMMERCIAL AND CONSTITUTIONALLY PROTECTED ACTIVITIES; PROVIDING FOR APPEALS AND PENALTIES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE WILL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW**

**Motion by City Councilor Malloy to Approve the Ordinance Amending Door-to-Door Permit Issuance Requirements and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City**

**Councilor Ziegler, City Councilor Mosby, City Councilor Lucca  
Motion Carried**

**4. NEW BUSINESS**

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**ACTION ITEMS:**

- a. Approve Fiscal Year 2025 ACFR

Finance Director Jason Faulkner presented the 2025 ACFR for approval. This involves an annual financial audit by Alpine Summit, an outside auditing agency. Grants are a section they audit and the type of audit depends on how many grant funds we get per fiscal year. For FY2025 we did not have any findings returned. The full report is available on the city's website. Mr. Faulkner went over some of the financials with the council.

Councilors Mosby, Lucca, and Steigleder had questions on specific lines in the report given.

**Motion by City Councilor Malloy to Approve the Fiscal Year 2025 ACFR.  
Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

- b. Consent to Annexation Agreement for 200 S. Sequoia Court

City Engineer Robert Palus presented. The owners of the property at 200 S. Sequoia Court request to annex into the city as they have a failing septic system. As their property is under four acres, they can join the city wastewater services as an annexed property in the city. Councilor Steigleder had a question as to the process for them to be officially annexed if this is approved. Mr. Palus answered that once this agreement is executed, the property owners can begin paying the connection fees and have a contractor begin constructing the sewer connection.

**Motion by City Councilor Malloy to Approve the Consent to Annexation Agreement for 200 S. Sequoia Court.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Steigleder, City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby, City Councilor Lucca**

**Motion Carried**

- c. Agreement with Urban SDK for Traffic Data Acquisition

City Engineer Rober Palus presented. Mr. Palus reviewed the traditional methods of traffic data acquisition. Traffic data breakdown and its use was discussed. Urban SDK utilizes data from vehicles that have certain types of technology. This data is "washed", meaning there is no identifying information from the vehicles, only counts and speeds. With this agreement, the city would also receive speed data. The contract is for one year of service at a cost of \$32,750 and includes three user seats with training, onboarding, and support.

Councilor Lucca asked if the data we would receive would be in real time or for the past twelve

months. Mr. Palus responded that some would be for the past twelve months, some would be updated to this year. Councilor Lucca was concerned with the number of seats in the contract because it amounted to so much of the contract price. Councilor Lucca asked if Mr. Palus would bring the agreement back with one seat instead of three. Mr. Palus said he would be more comfortable with at least two seats, so there was some redundancy with staff usage. Chief Brantl stated that the Police Department didn't need a seat, they could just call Engineering when they needed information.

**Motion by City Councilor Malloy to Approve the Agreement with Urban SDK for Traffic Data Acquisition with the expectation that the Engineering Division will save as much money as practical in the agreement.**

**Second by City Councilor Ziegler.**

**Ayes: City Councilor Plew, City Councilor Malloy, City Councilor Ziegler, City Councilor Mosby**

**Nays: City Councilor Steigleder, City Councilor Lucca**  
**Motion Carried**

## 5. CITIZEN ISSUES

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

Mayor Westlund explained some of the Chapin building history, specifically the lease between the city and the Historical Society, as well as the reasons for the recent request for proposals advertisement.

Cara Dixon - She stated that the Historical Society and the Chapin Building are hidden gems, and that preserving history is of value. She talked about her and her husband's history in the area.

Bill Starkweather (Post Falls) — He owns Post Falls Mini Storage on Seltice. He has concerns regarding permitting for his reader board, sign, and landscaping.

Sheron Alexander (Post Falls) — She is a Historical Society member. She wants growth to slow down. She does not want to lose another historical building.

Vikki Sweeny Eagle — She grew up in Post Falls. She gave the history of the Historical Society taking over the Chapin Building when City Hall was being built. She said they can't keep up with the maintenance.

Gaven Vilareal — He is a volunteer with the Historical Society. He wants to preserve the history of Post Falls and the building.

## 6. ADMINISTRATIVE / STAFF REPORTS

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

None

## 7. MAYOR AND COUNCIL COMMENTS

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

Mayor Westlund thanked the citizens that came to talk about the Chapin Building and the history of Post Falls.

Councilor Ziegler stated that they need as much information as possible to make decisions. The council's intended efforts are to preserve and save the building, but there has to be a practical plan to make that happen.

Councilor Lucca is dismayed by the accusations of the council's motivations in this issue. He stated the fault is not with people who have moved here recently.

Councilor Steigleder stated this is a difficult conversation and that the council has been elected to make hard decisions on behalf of the citizens. She stated they are not advocating to get rid of the Historical Society.

## 8. EXECUTIVE SESSION

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

### ACTION ITEMS:

### RETURN TO REGULAR SESSION

### ADJOURNMENT

Meeting adjourned at 9:14pm

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Randy Westlund, Mayor

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Rhiannon O'Neill, Deputy City Clerk

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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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Grace Strickland, CSR/AP  
**SUBJECT:** Payables 6/17/2026 - 7/08/2026

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**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 7.08.26. 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 \$781,022.24 to be dated 7.08.26. The Hand Check Accountability is for Hand Checks issued 6.11.26-6.25.26 and total \$174,535.90.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$955,558.14

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Check Run for Council 7.08.26
2. Hand Checks for Council 7.08.26

# Post Falls Check Approval



City of Post Falls

Packet: APPKT25851 - Check Run for Council 7.08.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 6/30/2026

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
<a href="#">VEN11757</a>	ANTHEM PACIFIC HOMES				
APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - 4618 E. SAVEA	001-22115	2,000.00
		<a href="#">BOND RELEASE -</a>	BOND RELEASE - 4577 E. DAVIN	001-22115	2,000.00
<a href="#">VEN15252</a>	Clearwater Homes LLC				
APMWB	Check	<a href="#">BOND RELEASE -</a>	BOND RELEASE - 108 E. 15TH	001-22115	2,000.00
Balance Sheet Accounts Total:					6,000.00
Dept: 411 Mayor & Council					
<a href="#">P220</a>	Post Falls Area Chamber of Commerce				
APMWB	Check	<a href="#">73477</a>	Connect4Lunch (Nathan Ziegler)	001-411.0000.64010	25.00
Dept 411 Total:					25.00
Dept: 412 Information Systems					
<a href="#">VEN15225</a>	Agileblue Security				
APMWB	Electronic Funds Transf	<a href="#">206384</a>	Agile Blue Monitoring FY26	001-412.0000.66043	1,014.72
<a href="#">A017</a>	A-Tec, Inc.				
APMWB	Check	<a href="#">6745</a>	T-REX Request to Exit Motion Detector	001-412.0000.66030	338.16
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Electronic Funds Transf	<a href="#">AJ6RZ2R</a>	FORTINET FORTIGATE-30G HW+3Y FC/F	001-412.0000.66040	795.15
<a href="#">VEN14426</a>	Crow Canyon Systems, Inc.				
APMWB	Electronic Funds Transf	<a href="#">2026-296</a>	Crow Canyon NITRO subscription and Licen	001-412.0000.66014	3,779.00
<a href="#">D070</a>	Dell Marketing LP				
APMWB	Check	<a href="#">10879093270</a>	Additional Storage for City Hall M365 tenant	001-412.0000.66014	1,095.00
<a href="#">VEN14393</a>	Firstline Communications, Inc				
APMWB	Check	<a href="#">1878301</a>	Service Level Agreement Rate After - Hours	001-412.0000.62040	210.00
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">472294761001</a>	Office Supplies - IT	001-412.0000.63060	21.23
Dept 412 Total:					7,253.26
Dept: 414 Finance					
<a href="#">A4280</a>	Alpine Summit CPAs				
APMWB	Check	<a href="#">16269</a>	FY 2025 Audit & Statement Review	001-414.0000.62091	8,936.25
<a href="#">B091</a>	BDS				
APMWB	Electronic Funds Transf	<a href="#">106413</a>	Delinquent Notices	001-414.1445.62170	402.74
				001-414.1445.62190	184.13
Dept 414 Total:					9,523.12
Dept: 417 Media/Cable Franchise					
<a href="#">VEN14766</a>	CivicPlus, LLC				
APMWB	Check	<a href="#">375157</a>	SSL Setup Client Provided	001-417.0000.66014	158.00
Dept 417 Total:					158.00
Dept: 418 Human Resources					
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">472294761001</a>	Office Supplies - IT	001-418.0000.63060	12.87
Dept 418 Total:					12.87
Dept: 421 Police					
<a href="#">VEN15225</a>	Agileblue Security				
APMWB	Electronic Funds Transf	<a href="#">206384</a>	Agile Blue Monitoring FY26	001-421.0000.66041	329.10
<a href="#">VEN15239</a>	Angel Armor, LLC				
APMWB	Check	<a href="#">INV19231-TE</a>	Body Armor	001-421.4000.72010	2,057.57

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">A600</a>	Awards Etc.						
	APMWB	Check		<a href="#">20242148</a>	PD Employee Anniversary Plaques	001-421.0000.63060	280.00
				<a href="#">20242146</a>	PD Desk Name Plates	001-421.0000.63060	180.00
<a href="#">VEN15263</a>	Bonneville County						
	APMWB	Check		<a href="#">061026</a>	Refund for K9 Decoy Seminar Registration	001-421.0000.64020	750.00
<a href="#">VEN14905</a>	Car Wash Plaza						
	APMWB	Check		<a href="#">1822</a>	PD Car Wash Services	001-421.0000.67170	100.00
<a href="#">C220</a>	Coleman Oil Co						
	APMWB	Electronic Funds Transf		<a href="#">CP-0407136</a>	PD Gasoline	001-421.0000.64030	9,769.06
<a href="#">C410</a>	Country Lock & Key, Inc.						
	APMWB	Electronic Funds Transf		<a href="#">9378494993</a>	PD Blossom Mtn Key Duplicates	001-421.0000.63060	20.45
				<a href="#">9378494998</a>	PD Lock Services	001-421.0000.63920	700.00
<a href="#">VEN14867</a>	CW Signs						
	APMWB	Check		<a href="#">4354</a>	PD Business Cards x4	001-421.0000.63210	250.00
<a href="#">VEN14874</a>	Debra J Salish						
	APMWB	Check		<a href="#">26-49</a>	Uniform Sewing Service	001-421.4000.72000	45.00
				<a href="#">26-45</a>	Uniform Tailoring - Various	001-421.4000.72000	69.00
<a href="#">VEN06546</a>	Findlay Chrysler Dodge Jeep Ram						
	APMWB	Check		<a href="#">192490</a>	PFPD155 Multi-Point Inspection	001-421.0000.67170	137.46
<a href="#">G020</a>	Galls, LLC						
	APMWB	Electronic Funds Transf		<a href="#">035372569</a>	Class A Shirt - Harmon	001-421.4000.72000	138.10
				<a href="#">035372557</a>	Class A Uniform Pants - Harmon	001-421.4000.72000	162.98
				<a href="#">035372560</a>	Uniform Patch Updates - Harrison	001-421.4000.72000	27.91
				<a href="#">035475350</a>	Uniform Shirts - Harrison	001-421.4000.72000	100.95
				<a href="#">035475328</a>	Uniform Alterations	001-421.4000.72000	16.94
				<a href="#">035298733</a>	Uniform Insignia Pairs Credit	001-421.4000.72000	-4.50
				<a href="#">035372558</a>	Uniform Pants - Calderwood	001-421.4000.72000	162.98
				<a href="#">035372567</a>	Class A Shirt - Harmon	001-421.4000.72000	160.10
				<a href="#">035326105</a>	Uniform Belts - Calderwood	001-421.4000.72000	133.84
				<a href="#">035313884</a>	Uniform Pants - Brantl	001-421.4000.72000	173.24
				<a href="#">035313876</a>	Uniform Jacket	001-421.4000.72000	142.17
				<a href="#">035372568</a>	Class A Shirt - Calderwood	001-421.4000.72000	160.10
				<a href="#">035372566</a>	Class A Shirt - Brantl	001-421.4000.72000	157.16
				<a href="#">035337227</a>	Patrol Gloves	001-421.4000.72000	273.60
<a href="#">VEN01683</a>	Goodyear Tire & Rubber Company						
	APMWB	Check		<a href="#">197-1164950</a>	PFPD148 Tires	001-421.0000.67190	568.00
<a href="#">VEN09941</a>	Jacque Panza						
	APMWB	Check		<a href="#">062526</a>	Chaplain Stipend - May	001-421.0000.62370	50.00
<a href="#">VEN07726</a>	Jon Dekeles						
	APMWB	Check		<a href="#">062526</a>	Chaplain Stipend - May	001-421.0000.62370	50.00
<a href="#">VEN15264</a>	Jon Munsterman						
	APMWB	Check		<a href="#">061226</a>	Refund for K9 Decoy Seminar Registration	001-421.0000.64020	250.00
<a href="#">VEN14071</a>	Medtech Forensics, Inc						
	APMWB	Check		<a href="#">47429</a>	Evidence Sealing Tape & Blood Collection K	001-421.0000.63920	491.00
<a href="#">VEN14015</a>	Midway Hyundai						
	APMWB	Check		<a href="#">195509</a>	PFPD147 Mount & Balance, Alignment	001-421.0000.67170	228.95
				<a href="#">195727</a>	PFPD153 Mount & Balance	001-421.0000.67170	99.95
				<a href="#">195708</a>	PFPD148 Mount & Balance	001-421.0000.67170	99.95
				<a href="#">195553</a>	PFPD120 Mount & Balance, Alignment	001-421.0000.67170	228.95
<a href="#">N001</a>	Napa Auto Parts						
	APMWB	Check		<a href="#">394856</a>	PD Stock - Batteries	001-421.0000.63130	41.97
				<a href="#">394640</a>	PD Stock - Shop Towels	001-421.0000.67090	38.97
				<a href="#">394889</a>	PD Stock - Bucket Lids	001-421.0000.67090	12.87
				<a href="#">394737</a>	PD Shop - Core Deposits	001-421.0000.67100	-36.00
				<a href="#">394869</a>	PD Shop - Engine Oil	001-421.0000.67100	97.10
<a href="#">V040</a>	ODP Business Solutions						
	APMWB	Check		<a href="#">472294761001</a>	Office Supplies - IT	001-421.0000.63060	58.48
<a href="#">VEN03694</a>	Otis Elevator Company						
	APMWB	Check		<a href="#">100402365871</a>	Elevator Maint Svc 7/1/26-9/30/26	001-421.0000.68060	740.88
<a href="#">P310</a>	Platt Electric Supply						
	APMWB	Check		<a href="#">7K04950</a>	PD IT Hardware for Cameras	001-421.0000.67140	221.13

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">P4384</a>	Proforce Law Enforcement	APMWB	Check	<a href="#">602956</a>	Chemical Specialty Munitions	001-421.0000.67020	2,400.19
<a href="#">R2161</a>	Rose City Label	APMWB	Check	<a href="#">167081</a>	Junior Officer Stickers	001-421.0000.63060	529.35
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">376424/1</a>	PD Shop - 5gal Diesel Can, Hardware	001-421.0000.67030	96.09
				<a href="#">376263/1</a>	PD Maintenance Supplies	001-421.0000.68010	46.76
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc	APMWB	Check	<a href="#">240189963-00</a>	PD Shop - Brake & Parts Cleaner	001-421.0000.67100	288.13
<a href="#">T0030</a>	T-Mobile USA	APMWB	Check	<a href="#">L2510220801</a>	PD Investigative Services	001-421.0000.63920	200.00
				<a href="#">L2510220738</a>		001-421.0000.63920	50.00
				<a href="#">L2510220686</a>		001-421.0000.63920	115.00
				<a href="#">L2510220978</a>		001-421.0000.63920	115.00
				<a href="#">L2510220703</a>	PD Investigative Servies	001-421.0000.63920	115.00
				<a href="#">L2510220608</a>	PD Investigative Services	001-421.0000.63920	100.00
				<a href="#">L2510220693</a>		001-421.0000.63920	50.00
<a href="#">VEN07714</a>	Uniforms2gear, Inc	APMWB	Electronic Funds Transf	<a href="#">INV/2026/06/0758</a>	ECO Uniform Shirt, Jacket	001-421.4000.72000	117.57
						Dept 421 Total:	23,958.50
Dept: 423 Oasis							
<a href="#">VEN02102</a>	Stevens, Randi M.	APMWB	Electronic Funds Transf	<a href="#">VSU JUN/26</a>	VSU Support Group - June	001-423.1153.68400	862.00
				<a href="#">VSU MAR/26</a>	VSU Support Group - March	001-423.1153.68400	841.00
				<a href="#">VSU APR/26</a>	VSU Support Group - April	001-423.1153.68400	820.00
				<a href="#">VSU MAY/26</a>	VSU Support Group - May	001-423.1153.68400	757.00
						Dept 423 Total:	3,280.00
Dept: 424 Legal							
<a href="#">C220</a>	Coleman Oil Co	APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-424.0000.64030	62.22
<a href="#">VEN15249</a>	Trevor Price	APMWB	Check	<a href="#">6.8.06-6.19.26</a>	Trevor Price INV Week of 6.8.26-6.19.26	001-424.0000.62040	1,370.00
						Dept 424 Total:	1,432.22
Dept: 427 Animal Control							
<a href="#">VEN15261</a>	Aspen Veterinary Service PLLC	APMWB	Check	<a href="#">119313</a>	AC Vet Services	001-427.0000.62040	288.00
<a href="#">VEN14369</a>	Better Together Animal Alliance	APMWB	Check	<a href="#">2430156</a>	Animal Shelter Vaccines	001-427.0000.63000	792.50
<a href="#">C220</a>	Coleman Oil Co	APMWB	Electronic Funds Transf	<a href="#">CP-0407136</a>	PD Gasoline	001-427.0000.64030	252.89
						Dept 427 Total:	1,333.39
Dept: 431 Streets							
<a href="#">A365</a>	American On-Site Services	APMWB	Check	<a href="#">1117898</a>	Streets Portapotty Maintenance	001-431.0000.68130	250.00
<a href="#">A497</a>	Arrow Construction Supply, Inc	APMWB	Check	<a href="#">S35032</a>	Screed Hooks	001-431.0000.63000	19.96
<a href="#">VEN05261</a>	CDA PAVING	APMWB	Check	<a href="#">115747</a>	3/4" MINUS for patching	001-431.0000.68090	85.92
				<a href="#">115593</a>	DUMPING DIRTY ASPHALT	001-431.0000.68090	23.40
				<a href="#">114070</a>	3/4" MINUS & Dumping	001-431.0000.68090	220.80
				<a href="#">115516</a>	Returned - wrong product	001-431.0000.68150	-364.38
				<a href="#">116356</a>	Aggregate for mixing concrete	001-431.0000.68150	571.08
				<a href="#">114450</a>	CONCRETE/AGGREGATE MIX	001-431.0000.68150	466.65
				<a href="#">115477</a>		001-431.0000.68150	455.80
				<a href="#">115809</a>		001-431.0000.68150	404.13
				<a href="#">114070</a>	3/4" MINUS & Dumping	001-431.0000.68150	353.75
<a href="#">VEN15211</a>	CDA Precast, LLC						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">LS1305</a>	2" riser ring - paving	001-431.0000.68130	30.00
<a href="#">C280</a>	Coeur d'Alene Power Tool						
		APMWB	Check	<a href="#">2-308040</a>	parts for Concrete Saw	001-431.0000.68150	526.04
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-431.0000.64030	7,104.97
<a href="#">F070</a>	Fire Safety Specialists						
		APMWB	Check	<a href="#">28327</a>	Annual Fire Extinguisher Maintenance	001-431.0000.68010	533.75
<a href="#">VEN01373</a>	Intermountain Sign & Safety						
		APMWB	Check	<a href="#">22778</a>	Yellow Chip Seal Markers	001-431.0000.68130	1,360.00
				<a href="#">22777</a>	WHITE Chip Seal Markers	001-431.0000.68130	1,360.00
<a href="#">I340</a>	Interstate Concrete & Asphalt						
		APMWB	Electronic Funds Transf	<a href="#">1139764</a>	Asphalt for Patching	001-431.0000.68090	224.96
				<a href="#">1136262</a>		001-431.0000.68090	219.04
				<a href="#">1136925</a>		001-431.0000.68090	455.10
				<a href="#">1135410</a>	Asphalt for patching	001-431.0000.68090	522.44
				<a href="#">1133921</a>		001-431.0000.68090	448.44
<a href="#">J105</a>	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	<a href="#">197064</a>	Professional Services - SS4A Grant App	001-431.0000.62040	7,037.30
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">394267</a>	INJECTOR CLEANER	001-431.0000.68100	4.98
<a href="#">VEN14930</a>	National Safety Inc						
		APMWB	Check	<a href="#">0789780-IN</a>	Earplugs	001-431.0000.63110	137.20
				<a href="#">0790077-IN</a>	Uniform Shirts - Rob Cefola	001-431.4000.72000	66.45
<a href="#">N0991</a>	Norco Inc						
		APMWB	Check	<a href="#">0047065200</a>	Gloves	001-431.0000.63110	286.55
<a href="#">VEN05363</a>	North 40 Outfitters						
		APMWB	Check	<a href="#">055627/E</a>	Clevis hitch & binders for trailer	001-431.0000.63000	504.45
				<a href="#">055633/E</a>	Clevis hitch & binders for trailers	001-431.0000.63000	457.90
				<a href="#">055632/E</a>	Tax adjustment - inv# 055627	001-431.0000.63000	-504.45
				<a href="#">055652/E</a>	Dewalt Blower	001-431.0000.67090	149.00
				<a href="#">055197/E</a>	PROPANE TORCHES	001-431.0000.68100	209.97
				<a href="#">128212/3</a>	Reversal of inv 018829	001-431.4000.72000	-375.94
<a href="#">VEN08121</a>	PacWest Machinery LLC						
		APMWB	Check	<a href="#">30433885</a>	Tymco gutter brooms	001-431.0000.63520	3,610.08
<a href="#">P325</a>	Poe Asphalt Paving, Inc.						
		APMWB	Check	<a href="#">11228</a>	Asphalt for patching	001-431.0000.68090	227.92
				<a href="#">11181</a>		001-431.0000.68090	222.74
				<a href="#">11295</a>		001-431.0000.68090	584.60
				<a href="#">11272</a>		001-431.0000.68090	596.44
<a href="#">VEN15257</a>	SealMaster Washington						
		APMWB	Check	<a href="#">1919</a>	Graco 17X036 Caster assembly	001-431.0000.67090	215.50
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">376492/1</a>	4-cycle oil & level	001-431.0000.63000	10.78
				<a href="#">376326/1</a>	Soap for washing trucks & odor control	001-431.0000.63000	23.02
				<a href="#">376165/1</a>	TAPE MEASURE & PROPANE	001-431.0000.67090	20.69
				<a href="#">376462/1</a>	Reciprocating saw BLADES	001-431.0000.67090	26.98
				<a href="#">376492/1</a>	4-cycle oil & level	001-431.0000.67090	11.69
				<a href="#">376210/1</a>	Hammer Drill & Battery	001-431.0000.67090	311.20
				<a href="#">376208/1</a>	Hose parts for Skid Steer	001-431.0000.68090	46.74
				<a href="#">376638/1</a>	PROPANE	001-431.0000.68090	23.16
				<a href="#">376341/1</a>		001-431.0000.68090	10.04
				<a href="#">376556/1</a>		001-431.0000.68100	12.83
				<a href="#">376491/1</a>		001-431.0000.68100	18.69
				<a href="#">376165/1</a>	TAPE MEASURE & PROPANE	001-431.0000.68100	23.16
				<a href="#">376352/1</a>	PROPANE	001-431.0000.68100	61.66
				<a href="#">376287/1</a>	TIE DOWN STRAPS	001-431.0000.68130	35.99
				<a href="#">376444/1</a>	paint rollers & accessories	001-431.0000.68150	33.81
				<a href="#">376522/1</a>	CONCRETE EPOXY, Caulk gun	001-431.0000.68150	39.58
<a href="#">VEN14980</a>	Solid Rock Gate Supply						
		APMWB	Check	<a href="#">26524</a>	Annual maintenance on Streets Gate	001-431.0000.68010	275.00
<a href="#">VEN14310</a>	US Fleet Tracking LLC						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">H521049</a>	Monthly vehicle tracking service	001-431.0000.66016	592.68
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">1126030</a>	Cement for Sidewalk construction	001-431.0000.68150	728.00
				<a href="#">1126330</a>	Stakes, staples, allweather sheeting	001-431.0000.68150	119.89
				<a href="#">1137655</a>	Textured Siding - Curb Forms	001-431.0000.68150	71.70
				<a href="#">1128805</a>	Drill bits & bolts - concrete	001-431.0000.68150	33.79
				<a href="#">1134717</a>	Lap Siding - Concrete forms	001-431.0000.68150	47.80
Dept 431 Total:							31,281.42
Dept: 433 Facility Maintenance							
<a href="#">C185</a>	Chemsearch						
		APMWB	Check	<a href="#">9658886</a>	CONTRACT WATER TREATMENT PROGF	001-433.0000.68030	1,256.30
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-433.0000.64030	296.56
<a href="#">VEN04236</a>	Ramey's Yard Care						
		APMWB	Check	<a href="#">913538</a>	SEASONAL PEST CONTROL -PEST CON	001-433.0000.68010	115.00
<a href="#">S0760</a>	Seltice Laundry						
		APMWB	Check	<a href="#">8/1109</a>	Drop Off Laundry 18 lbs	001-433.0000.63160	45.90
				<a href="#">8/1110</a>	Drop Off Laundry 23 lbs	001-433.0000.63160	58.65
				<a href="#">8/1107</a>	Drop Off Laundry 24 lbs	001-433.0000.63160	61.20
				<a href="#">8/1108</a>	Drop Off Laundry 19 lbs	001-433.0000.63160	48.45
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">376298/1</a>	STRAP TOGGLE XL 1/4	001-433.0000.67030	7.19
<a href="#">W0226</a>	Walter E Nelson Co						
		APMWB	Electronic Funds Transf	<a href="#">573200</a>	Maint. Cleaning Supplies	001-433.0000.63140	659.42
				<a href="#">574082</a>	20" WHITE FLOOR PAD 5/CS SUPER POL	001-433.0000.63150	303.36
Dept 433 Total:							2,852.03
Dept: 434 Fleet Maintenance							
<a href="#">VEN14736</a>	Cintas Corporation No. 3						
		APMWB	Check	<a href="#">4273228797</a>	Fleet Laundry & Rug Service	001-434.0000.63160	143.87
				<a href="#">4270983646</a>		001-434.0000.63160	147.16
				<a href="#">4272472701</a>	Fleet Laundry & rug service	001-434.0000.63160	133.29
				<a href="#">4271737215</a>	Fleet laundry & rug service	001-434.0000.63160	142.45
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-434.0000.64030	393.77
<a href="#">VEN12699</a>	Mike White Ford of Coeur d'Alene						
		APMWB	Check	<a href="#">223455</a>	Steering wheel repairs - P122	001-434.0000.67170	500.54
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">393934</a>	FUSE HOLDER - S127	001-434.0000.63011	9.58
				<a href="#">393219</a>	Transmission Fluid Stock	001-434.0000.63011	2,155.00
				<a href="#">395114</a>	OIL FILTER, deicer - Stock	001-434.0000.63011	283.90
				<a href="#">394797</a>	Oil Stock	001-434.0000.63011	44.79
				<a href="#">394862</a>	Battery - S122	001-434.0000.63011	113.48
				<a href="#">396215</a>	Fuse Holder - Stock	001-434.0000.63011	77.50
				<a href="#">394951</a>	Core Deposit Credit	001-434.0000.63011	-18.00
				<a href="#">394076</a>	Synforce Green Grease	001-434.0000.63012	314.40
				<a href="#">394951</a>	Core Deposit Credit	001-434.0000.63012	-18.00
				<a href="#">394797</a>	Oil Stock	001-434.0000.63012	46.14
				<a href="#">396115</a>	Filter Stock	001-434.0000.63012	99.18
				<a href="#">394775</a>	Battery - P122	001-434.0000.63012	169.91
				<a href="#">395103</a>	Right Stuff, Window trim - fleet stock	001-434.0000.63012	65.36
				<a href="#">394949</a>	Split Poly Loom - Fleet Stock	001-434.0000.63013	64.50
				<a href="#">394797</a>	Oil Stock	001-434.0000.63013	44.79
				<a href="#">394274</a>	Filter stock	001-434.0000.63013	45.50
				<a href="#">394070</a>	Filter Stock	001-434.0000.63013	45.43
<a href="#">N0991</a>	Norco Inc						
		APMWB	Check	<a href="#">0047029729</a>	Sanding wheels & lens cleaners	001-434.0000.63013	43.04
<a href="#">P180</a>	Perfection Tire						
		APMWB	Check	<a href="#">1107703</a>	Tire for M601	001-434.0000.67190	93.08
<a href="#">R060</a>	Ragan Equipment Co.						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">01-187251</a>	Bearing cone & seal - P473	001-434.0000.63012	50.90
				<a href="#">01-186832</a>	PA JDC Tube - P481	001-434.0000.63012	75.48
				<a href="#">01-187210</a>	Wheel & Tire - P473	001-434.0000.63012	123.78
<a href="#">R190</a>	Robideaux Motors Co., Inc.						
		APMWB	Check	<a href="#">57477</a>	Ignition replacement - C103	001-434.0000.67170	506.51
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">376280/1</a>	HEX BUSHING - S562	001-434.0000.63011	7.73
<a href="#">VEN13988</a>	Tacoma Screw Products, Inc						
		APMWB	Check	<a href="#">240188807-00</a>	Ball joints - P470	001-434.0000.63012	65.76
<a href="#">T106</a>	Titan Truck Equipment						
		APMWB	Check	<a href="#">1395289</a>	Annual Maintenance - UF200	001-434.0000.67170	976.64
				<a href="#">1395287</a>	Annual Inspection - S233	001-434.0000.67170	1,807.29
				<a href="#">1395282</a>	Upfit - S133	001-434.0000.90010	32,353.98
<a href="#">VEN13987</a>	Western Peterbilt, LLC						
		APMWB	Check	<a href="#">027P139676</a>	BULB-HALOGEN - S555	001-434.0000.63011	124.10
Dept 434 Total:							41,232.83

Dept: 441 Urban Forestry

<a href="#">A365</a>	American On-Site Services						
		APMWB	Check	<a href="#">1114787</a>	Fourth Grade Field Trips	001-441.1200.64110	163.00
<a href="#">A5189</a>	Aspen Nursery						
		APMWB	Check	<a href="#">92444</a>	Trees for Street Tree Planting	001-441.0000.68190	1,999.25
				<a href="#">92058</a>	C.I.L.O Street Trees	001-441.1683.68190	1,471.80
				<a href="#">92525</a>	Trees for Planting	001-441.1683.68190	267.30
				<a href="#">91997</a>	Parks & Street Trees	001-441.1683.68190	323.95
				<a href="#">92444</a>	Trees for Street Tree Planting	001-441.1683.68190	1,153.35
<a href="#">VEN05261</a>	CDA PAVING						
		APMWB	Check	<a href="#">114297</a>	3/4 crushed for Nursery	001-441.0000.68190	461.28
<a href="#">C180</a>	Central Pre Mix Concrete						
		APMWB	Check	<a href="#">4140869</a>	Grout for Kiosk Installation	001-441.0000.68170	19.50
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-441.0000.64030	648.89
<a href="#">G095</a>	Grace Tree Service						
		APMWB	Check	<a href="#">16718</a>	Tree Removal at 2595 N Bradley Dr	001-441.0000.62040	2,150.00
<a href="#">R1691</a>	River City Paint & Decorating						
		APMWB	Check	<a href="#">H8K82</a>	Paint for UF	001-441.0000.67010	83.99
<a href="#">R1913</a>	Rockhound Landscape Supply						
		APMWB	Check	<a href="#">1842</a>	Basalt for Kiosk	001-441.0000.68170	52.00
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">376168/1</a>	Tools for UF	001-441.0000.67090	39.56
				<a href="#">376618/1</a>	Sealing Grout Forms	001-441.0000.68170	9.89
				<a href="#">376219/1</a>	Hardware for UF	001-441.0000.68170	28.13
				<a href="#">376488/1</a>	UF Hardware	001-441.0000.68170	30.93
<a href="#">VEN05934</a>	Sunbelt Rentals						
		APMWB	Check	<a href="#">183874349-0001</a>	Stump Grinder Rental	001-441.0000.67070	308.75
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">1131734</a>	Hardware for UF Equipment	001-441.0000.67010	32.88
				<a href="#">1137890</a>	Wood bean for carrying pole.	001-441.0000.67090	59.80
Dept 441 Total:							9,304.25

Dept: 442 Cemetery

<a href="#">A5189</a>	Aspen Nursery						
		APMWB	Check	<a href="#">92525</a>	Trees for Planting	001-442.0000.68190	450.45
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-442.0000.64030	410.16
<a href="#">VEN15085</a>	International Minute Press						
		APMWB	Check	<a href="#">7499</a>	250 business cards	001-442.0000.63210	31.00
<a href="#">W230</a>	Wilbert Precast Inc.						
		APMWB	Check	<a href="#">404853-1</a>	12 30G grave boxes	001-442.0000.63420	4,395.11
Dept 442 Total:							5,286.72

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 443 Parks							
<a href="#">VEN15010</a>	ADD Electronics	APMWB	Check	<a href="#">4519</a>	Radio and antenna install in P124	001-443.0000.80240	703.63
				<a href="#">4521</a>	Install radio & antenna in UF200	001-443.0000.80240	703.63
				<a href="#">4513</a>	Install radio in P129	001-443.0000.80240	379.79
<a href="#">VEN15174</a>	Airgas USA, LLC	APMWB	Check	<a href="#">5525288389</a>	Acetylene for Welder	001-443.0000.64030	9.67
<a href="#">A365</a>	American On-Site Services	APMWB	Check	<a href="#">I117833</a>	Warren portable restroom	001-443.0000.65050	183.00
				<a href="#">I117821</a>	Q'emiln Portable Restroom	001-443.0000.65050	400.00
				<a href="#">I117903</a>	Community Garden portable Restroom	001-443.0000.65050	155.28
				<a href="#">I117834</a>	Hilde Kellogg portable restroom	001-443.0000.65050	183.00
				<a href="#">I117831</a>	Tennis Court Portable Restroom	001-443.0000.65050	183.00
				<a href="#">I117796</a>	Skate Park Portable Restroom	001-443.0000.65050	200.00
				<a href="#">I117835</a>	Upper Corbin Portable Restroom	001-443.0000.65050	183.00
				<a href="#">I117777</a>	4th Street Trailhead Portable Restroom	001-443.0000.65050	200.00
				<a href="#">I117778</a>	Black Bay Portable	001-443.0000.65050	115.00
				<a href="#">I117901</a>	Corbin Portable restroom	001-443.0000.65050	115.00
<a href="#">VEN14808</a>	Ardurra Group, Inc	APMWB	Electronic Funds Transf	<a href="#">220689-21697</a>	Q'emiln Well Improvements Planning	001-443.1658.62330	3,543.75
<a href="#">A5189</a>	Aspen Nursery	APMWB	Check	<a href="#">92525</a>	Trees for Planting	001-443.0000.68190	450.45
				<a href="#">91997</a>	Parks & Street Trees	001-443.0000.68190	647.90
				<a href="#">92205</a>	Trees for Spokane Street	001-443.0000.68190	2,032.25
<a href="#">A017</a>	A-Tec, Inc.	APMWB	Check	<a href="#">6746</a>	Replace server at Syringa Park	001-443.0000.62180	230.00
				<a href="#">6749</a>	Install cameras at the Black Bay Depot	001-443.0000.91000	32,056.13
<a href="#">VEN14834</a>	Carrier Corporation	APMWB	Electronic Funds Transf	<a href="#">90535559</a>	Compressor Repair	001-443.0000.66190	1,048.50
<a href="#">C280</a>	Coeur d'Alene Power Tool	APMWB	Check	<a href="#">2-308630</a>	Nail gun repair	001-443.0000.67090	50.28
				<a href="#">2-308205</a>	Tools for Construction	001-443.0000.67090	399.82
				<a href="#">2-308459</a>	Tools for Parks	001-443.0000.67090	328.00
<a href="#">C220</a>	Coleman Oil Co	APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-443.0000.64030	4,928.43
<a href="#">C410</a>	Country Lock & Key, Inc.	APMWB	Electronic Funds Transf	<a href="#">9378494883</a>	Transponder keys for truck	001-443.0000.67030	166.90
<a href="#">VEN14423</a>	Crazy Clean Carpet Cleaning LL	APMWB	Check	<a href="#">60545</a>	Carpet Cleaning at the Trailhead	001-443.0000.62180	792.00
<a href="#">VEN01996</a>	Frank Gurney Inc	APMWB	Check	<a href="#">691178</a>	Jersey Barriers for Riverview Dr.	001-443.0000.80150	1,500.00
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9931638333</a>	Marking Paint in a variety of colors.	001-443.0000.68160	797.28
<a href="#">VEN15242</a>	Irrigation Managers LLC	APMWB	Check	<a href="#">002-0029</a>	Irrigation Analysis at Tullmore Park	001-443.0000.68230	150.00
<a href="#">VEN14065</a>	North Idaho Pest	APMWB	Check	<a href="#">2026-03</a>	Pest control in all Parks	001-443.0000.68215	2,534.10
<a href="#">N210</a>	Northland Nursery	APMWB	Check	<a href="#">220000073705</a>	Tree for Chase Park	001-443.0000.68190	500.50
<a href="#">VEN12530</a>	Premier Powder Coating & Custom Fab LLC	APMWB	Check	<a href="#">636613</a>	Jeff Hines Memorial Bench	001-443.0000.80110	2,507.00
<a href="#">R060</a>	Ragan Equipment Co.	APMWB	Check	<a href="#">01-187188</a>	Trimmer Repair	001-443.0000.66190	117.60
				<a href="#">01-187190</a>	Trimmer service	001-443.0000.66190	189.97
				<a href="#">01-187189</a>	Trimmer repair	001-443.0000.66190	21.37
				<a href="#">01-187184</a>	Filters for Small Equipment	001-443.0000.66190	36.45
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">376410/1</a>	Hardware for mower	001-443.0000.66190	3.99
				<a href="#">376275/1</a>	Hardware for Tullamore Park	001-443.0000.67030	17.29
				<a href="#">376776/1</a>	DUCT TAPE for Parks	001-443.0000.67030	10.78
				<a href="#">376465/1</a>	Hardware for Parks Shop	001-443.0000.67030	19.78

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">376496/1</a>	Bolts for Park BBQ's	001-443.0000.67030	48.58
				<a href="#">376766/1</a>	Parts for Picnic Table Repair	001-443.0000.67050	37.28
				<a href="#">376778/1</a>	Parkts to repair compressor	001-443.0000.67050	17.42
				<a href="#">376377/1</a>	Irrigation Parts for South Parks	001-443.0000.68230	47.62
				<a href="#">376722/1</a>	Adapter for Beck Park	001-443.0000.68230	13.49
<a href="#">A565</a>	SiteOne Landscape Supply, LLC						
		APMWB	Check	<a href="#">167204120-001</a>	Fertilizer For Parks	001-443.0000.68200	11,333.70
				<a href="#">166976663-001</a>	Irrigation Parts for stock	001-443.0000.68230	219.57
				<a href="#">167418337-001</a>	Irrigation Parts for Kiwanis	001-443.0000.68230	180.20
<a href="#">C606</a>	Sun Rental Post Falls						
		APMWB	Check	<a href="#">529873-05</a>	Ditch Witch Rental for Black Bay	001-443.0000.67070	220.00
<a href="#">VEN15089</a>	Supreme Power Sports LLC						
		APMWB	Check	<a href="#">48293</a>	Blades for autonomous mowers	001-443.0000.66190	163.52
<a href="#">U0010</a>	ULINE						
		APMWB	Check	<a href="#">208806529</a>	Rope for Triathlon	001-443.0000.63080	69.50
				<a href="#">208652785</a>	Cleaning Supplies	001-443.0000.63150	362.77
				<a href="#">209013602</a>	Cleaning supplies for parks.	001-443.0000.63150	424.92
<a href="#">W0226</a>	Walter E Nelson Co						
		APMWB	Electronic Funds Transf	<a href="#">574057</a>	Cleaning Supplies for Parks	001-443.0000.63150	1,189.32
				<a href="#">574114</a>	Big can liners	001-443.0000.63150	3,903.25
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">1141779</a>	Lumber for south parks	001-443.0000.68160	63.60
Dept 443 Total:							77,089.26

Dept: 444 Parks - Construction

<a href="#">A365</a>	American On-Site Services						
		APMWB	Check	<a href="#">1117832</a>	Chase portable restrooms.	001-444.1665.93180	422.11
<a href="#">VEN05261</a>	CDA PAVING						
		APMWB	Check	<a href="#">116011</a>	Gravel for Chase Restroom Building	001-444.1665.93180	154.00
<a href="#">F140</a>	Fred's Plumbing						
		APMWB	Check	<a href="#">302611</a>	Plumbing rough in for Chase Restroom Rebu	001-444.1665.93180	11,085.10
<a href="#">H003</a>	H.D. Fowler Company						
		APMWB	Electronic Funds Transf	<a href="#">17322180</a>	Chase restroom drain parts	001-444.1665.93180	190.48
				<a href="#">C670223</a>	Return for Chase Restroom	001-444.1665.93180	-133.60
				<a href="#">17326204</a>	Drains & conduit for Chase Restroom	001-444.1665.93180	116.51
				<a href="#">17322117</a>	Sewer Drains for Chase Restroom	001-444.1665.93180	133.60
<a href="#">I340</a>	Interstate Concrete & Asphalt						
		APMWB	Electronic Funds Transf	<a href="#">1138271</a>	5/8" TOP COURSE for Chase Restroom	001-444.1665.93180	235.17
				<a href="#">1135350</a>	Top Course for Chase	001-444.1665.93180	480.47
				<a href="#">1133361</a>	Top Course for Chase Restroom	001-444.1665.93180	631.12
<a href="#">J105</a>	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	<a href="#">197047</a>	Chase surveying and grading	001-444.1665.93180	460.00
<a href="#">L109</a>	Lowe's Credit Services						
		APMWB	Check	<a href="#">88110</a>	Chase restroom roof supplies	001-444.1665.93180	266.18
<a href="#">VEN02005</a>	Matheus Lumber Company						
		APMWB	Check	<a href="#">60116003</a>	Lumber for Chase Restroom	001-444.1665.93180	1,146.55
				<a href="#">60116002</a>	Lumber Package for Chase Restroom	001-444.1665.93180	11,311.34
<a href="#">P310</a>	Platt Electric Supply						
		APMWB	Check	<a href="#">7K40799</a>	Pre-Installed Multi-Speed Exhaust Fan	001-444.1665.93180	575.95
<a href="#">VEN15258</a>	The Truss Company and Building Supply, LLC						
		APMWB	Check	<a href="#">1861</a>	Truss Package for Chase Restrooms	001-444.1665.93180	3,230.00
<a href="#">U040</a>	United Electrical						
		APMWB	Check	<a href="#">23779</a>	Install conduit under slab for Chase Restroom	001-444.1665.93180	316.81
<a href="#">Z026</a>	Ziegler Lumber Co #017						
		APMWB	Check	<a href="#">1138974</a>	Lumber for Chase Restroom	001-444.1665.93180	340.00
				<a href="#">1137785</a>	Lumber & Hardware for Chase Restroom	001-444.1665.93180	181.40
				<a href="#">1126320</a>	Electrical for Chase Restroom Building	001-444.1665.93180	49.98
Dept 444 Total:							31,193.17

Dept: 445 Recreation

[A365](#) American On-Site Services

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">114662</a>	America250HeritageFoodFestival w/Chamb	001-445.0000.65050	505.00
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">472031084001</a>	Office Supplies- Recreation	001-445.0000.63060	164.90
<a href="#">S050</a>	Saturday Night Inc.						
		APMWB	Electronic Funds Transf	<a href="#">109151</a>	Camp Staff Shirts	001-445.0000.63080	2,522.53
				<a href="#">109150</a>		001-445.0000.63080	616.10
				<a href="#">109256</a>	Summer 2026 Youth Rec League Baseball	001-445.0000.63430	2,779.70
				<a href="#">109252</a>	Post Falls Festival Shirts	001-445.0000.63430	777.60
<a href="#">S054</a>	Schmidt, Sheila						
		APMWB	Electronic Funds Transf	<a href="#">06.23.26</a>	Contractual Services-June Summer Gymna	001-445.0000.62040	854.40
<a href="#">U140</a>	UpScale Mail						
		APMWB	Check	<a href="#">352837</a>	Upscale Mail-Return Dance Costume	001-445.0000.63070	27.95
<a href="#">VEN15250</a>	Whitney Pittsenbarger						
		APMWB	Check	<a href="#">05.30.26</a>	Contract Class - Fairy Academy 05.30.26	001-445.0000.62040	252.00
<a href="#">VEN09501</a>	Yoke's Foods Inc						
		APMWB	Check	<a href="#">03-1030</a>	Summer Camp Training Snacks	001-445.0000.63080	11.40
Dept 445 Total:							8,511.58

Dept: 451 Planning & Zoning

<a href="#">C291</a>	Coeur d' Alene Press						
		APMWB	Check	<a href="#">0000050004-052221</a>	Public Hearing Sig Pnt File ANNX-26-3 & SL	001-451.0000.62000	381.16
				<a href="#">0000049221-050221</a>	Public Hearing Notice Prairie Ave File ANNX	001-451.0000.62000	295.90
				<a href="#">0000050275-052921</a>	Public Hearing Heaven View Annex File AN	001-451.0000.62000	330.44
				<a href="#">0000049727-051521</a>	Public Hearing Notice Heaven View VAC-25-	001-451.0000.62000	155.21
Dept 451 Total:							1,162.71

Dept: 452 Building Inspector

<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-452.0000.64030	870.29
<a href="#">K130</a>	Kootenai County Reprographics						
		APMWB	Check	<a href="#">2026-00000056</a>	Energy stickers	001-452.0000.63060	73.38
Dept 452 Total:							943.67

Dept: 453 Engineering

<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	001-453.0000.64030	362.25
Dept 453 Total:							362.25

Dept: 481 Capital Improvements/Contracts

<a href="#">A281</a>	Allied Fire & Security						
		APMWB	Check	<a href="#">1799455</a>	FIRE SERVICES 175-2900, 7/1/2026 - 9/30/	001-481.0000.68390	273.99
<a href="#">VEN01979</a>	Idaho Division of Occupational and Professional Licenses						
		APMWB	Check	<a href="#">H001705-2026</a>	DOPL Elevator License	001-481.0000.68060	125.00
<a href="#">VEN03694</a>	Otis Elevator Company						
		APMWB	Check	<a href="#">100402365871</a>	Elevator Maint Svc 7/1/26-9/30/26	001-481.0000.68060	740.88
Dept 481 Total:							1,139.87

Fund 001 Total: 263,336.12

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

<a href="#">VEN15121</a>	BPA Health, Inc						
		APMWB	Electronic Funds Transf	<a href="#">613839</a>	July 2026 EAP Services	003-482.4000.73000	852.00
<a href="#">VEN04994</a>	Gallagher Benefit Services Inc.						
		APMWB	Electronic Funds Transf	<a href="#">374333</a>	June 2026 FSA Fee	003-482.4155.71210	15.00
Dept 482 Total:							867.00

Fund 003 Total: 867.00

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">B1480</a>	Blue Sky Broadcasting Inc.				
APMWB	Check	<a href="#">MC-1260654868</a>	K9 Tournament Radio Broadcasting	007-425.0000.62040	500.00
				Dept 425 Total:	500.00
				Fund 007 Total:	500.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
<a href="#">VEN15225</a>	Agileblue Security				
APMWB	Electronic Funds Transf	<a href="#">206384</a>	Agile Blue Monitoring FY26	008-426.0000.66043	1,398.68
				Dept 426 Total:	1,398.68
				Fund 008 Total:	1,398.68
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
<a href="#">VEN14808</a>	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	<a href="#">230061-21817</a>	Black Bay/Parks Shop Parking Lot	011-491.0000.95015	1,500.00
<a href="#">VEN15038</a>	Avidex Industries, LLC				
APMWB	Electronic Funds Transf	<a href="#">166114</a>	PWOC Avidex Invoice 166114	011-491.1801.93160	1,523.85
		<a href="#">167691</a>	PWOC Avidex Invoice 167691	011-491.1801.93160	3,555.65
<a href="#">VEN14753</a>	Integrus Architecture, P.S.				
APMWB	Check	<a href="#">22418.00-15</a>	PWOC Integrus Invoice May 2026	011-491.1801.93160	38,886.23
				Dept 491 Total:	45,465.73
				Fund 011 Total:	45,465.73
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
<a href="#">VEN13951</a>	SCJ Alliance				
APMWB	Check	<a href="#">85320</a>	2025 Comprehensive Plan Consultant Fee	017-410.0000.62040	2,194.36
				Dept 410 Total:	2,194.36
				Fund 017 Total:	2,194.36
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
<a href="#">VEN14822</a>	Creating Brand Legacy				
APMWB	Check	<a href="#">38025</a>	Triathlon medals	023-446.1602.63120	1,499.76
				Dept 446 Total:	1,499.76
				Fund 023 Total:	1,499.76
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
<a href="#">VEN14481</a>	HMH Engineering				
APMWB	Check	<a href="#">D25030-12</a>	PD Parking Lot HMH Invoice May 2026	035-420.0000.95015	16,925.51
<a href="#">I340</a>	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	<a href="#">PD Parking Lot Pay</a>	PD Parking Lot Interstate Pay App #1	035-420.0000.95015	69,510.35
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	<a href="#">41354180-011</a>	Impact Fee Update	035-420.0000.80300	662.66
				Dept 420 Total:	87,098.52
				Fund 035 Total:	87,098.52
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	<a href="#">41354180-011</a>	Impact Fee Update	037-431.0000.80300	662.67
		<a href="#">41354200-012</a>	Chase Rd - Wheatland to Grange March-Apr	037-431.0000.95142	1,025.00
		<a href="#">41354200-011</a>	Chase Rd - Wheatland to Grange Dec-Jan	037-431.0000.95142	1,025.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Electronic Funds Transf	<a href="#">41354200-010</a>	Chase Rd - Wheatland to Grange Nov-Dec 2	037-431.0000.95142	2,610.00
				<a href="#">41354210-007</a>	Prairie Trail - Zorros to Hwy 41 Oct 2025	037-431.1711.95520	3,398.62
					Dept 431 Total:		8,721.29
					Fund 037 Total:		8,721.29

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

<a href="#">VEN13635</a>	Big Sky ID, Corp	APMWB	Check	<a href="#">Black Bay Pay App</a>	Black Bay Phase 1	038-443.0000.94070	75,322.98
<a href="#">J105</a>	J-U-B Engineers, Inc.	APMWB	Electronic Funds Transf	<a href="#">197048</a>	Project Management for Corbin Dog Park	038-443.0000.94170	1,695.00
<a href="#">VEN07815</a>	LaRiviere, Inc	APMWB	Electronic Funds Transf	<a href="#">Quarry Sports Comj</a>	The Quarry/Sports Complex Phase 1	038-443.0000.94165	53,413.84
<a href="#">VEN14069</a>	Michael Terrell- Landscape Architecture, PLLC	APMWB	Check	<a href="#">6799</a>	The Quarry/Sports Complex Phase 1	038-443.0000.94165	6,735.63
<a href="#">W090</a>	Welch Comer & Associates, Inc.	APMWB	Electronic Funds Transf	<a href="#">41354180-011</a>	Impact Fee Update	038-443.0000.80300	662.67
					Dept 443 Total:		137,830.12
					Fund 038 Total:		137,830.12

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

<a href="#">A1395</a>	Advanced Compressor & Hose Inc	APMWB	Check	<a href="#">103697</a>	Cable Ties	650-463.0000.63000	68.78
				<a href="#">103654</a>	WWTP Supplies	650-463.0000.68025	40.44
				<a href="#">103740</a>	Gauge 2 1/2	650-463.0000.68025	104.94
				<a href="#">103801</a>	Knife break-off blade	650-463.0000.68025	138.00
<a href="#">VEN15174</a>	Airgas USA, LLC	APMWB	Check	<a href="#">5525288386</a>	RRCYLILG-AR - Rent Cyl Ind Large Argon	650-463.0000.68025	9.67
<a href="#">A0001</a>	Alsco	APMWB	Check	<a href="#">LSPO2925579</a>	Lab Towles	650-463.0000.63400	130.00
<a href="#">A424</a>	Anatek Labs, Inc.	APMWB	Electronic Funds Transf	<a href="#">2613366</a>	Surface Water Testing	650-463.0000.68360	914.00
				<a href="#">2613365</a>		650-463.0000.68360	587.00
<a href="#">VEN14736</a>	Cintas Corporation No. 3	APMWB	Check	<a href="#">4271737326</a>	TSHIRT/SHP/CARHRTT/M/HTRGRY/SS-R	650-463.4000.72000	154.59
				<a href="#">4270983960</a>	Utilities Uniforms	650-463.4000.72000	155.23
<a href="#">C220</a>	Coleman Oil Co	APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	650-463.0000.65005	699.28
<a href="#">VEN03032</a>	DIVCO	APMWB	Check	<a href="#">SVC107362</a>	Replace Blower Motor	650-463.0000.68010	3,546.52
<a href="#">VEN14791</a>	Eurofins Enviroment Testing Northern California, LLC	APMWB	Electronic Funds Transf	<a href="#">3200164804</a>	1668C PCB Split with CDA and HARSB	650-463.0000.68360	1,291.67
<a href="#">F020</a>	Fastenal Company	APMWB	Electronic Funds Transf	<a href="#">IDCOE236187</a>	SS DPN 5/32x1 1/2	650-463.0000.63000	45.61
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9935329707</a>	SLIP JOINT PLIER SET. 1.875 IN L MANUF	650-463.0000.67090	138.40
				<a href="#">9948951091</a>	Bussmann Fuses	650-463.0000.68025	419.94
<a href="#">H030</a>	Hach Company	APMWB	Check	<a href="#">15040889</a>	STRAINER, TEFLON/STAINLESS STEEL *	650-463.0000.63400	985.45
<a href="#">I2731</a>	Inland Environmental Resources	APMWB	Electronic Funds Transf	<a href="#">2026-7135</a>	Mag Deliveries to WRF	650-463.0000.63008	8,937.00
<a href="#">VEN14753</a>	Integrus Architecture, P.S.	APMWB	Check	<a href="#">22260.00 - 5</a>	Water Reclamation Facility	650-463.3126.95520	1,435.50
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">395678</a>	Carlyle Socket 24 mm 6 Points M ( ) 1 Qty: 1650-463.0000.67090		43.29
				<a href="#">394994</a>	Carlyle Wrench Combination 30 m ( ) 2.00 Q 650-463.0000.67090		92.33
				<a href="#">395678</a>	Carlyle Socket 24 mm 6 Points M ( ) 1 Qty: 1650-463.0000.67090		96.60
				<a href="#">395208</a>	BAT Core Deposit ( )	650-463.0000.68010	-36.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	<a href="#">395086</a>	2YR WTY BAT ( )	650-463.0000.68025	322.86
<a href="#">N040</a>	NCL of Wisconsin, Inc.						
		APMWB	Check	<a href="#">536618</a>	Replacement Filters	650-463.0000.63400	923.70
<a href="#">VEN04172</a>	Northwest Scientific, Inc.						
		APMWB	Electronic Funds Transf	<a href="#">5202997</a>	HCH/2742645 Phosphorus, Total, Test 'N T	650-463.0000.63400	153.32
				<a href="#">5202812</a>	HCH/4565500	650-463.0000.63400	159.40
				<a href="#">5203010</a>	MES/270-4.00 Hydriion Buffer Capsule 4.00	650-463.0000.63400	121.53
				<a href="#">5203241</a>	USA/29468 Ammonium Hydroxide, 3%, 500	650-463.0000.63400	79.08
				<a href="#">5202997</a>	HCH/2742645 Phosphorus, Total, Test 'N T	650-463.0000.63400	246.22
				<a href="#">5203055</a>	Aluminum Weigh Dish	650-463.0000.63400	28.99
				<a href="#">5203054</a>	Weighing Dish	650-463.0000.63400	27.84
<a href="#">V040</a>	ODP Business Solutions						
		APMWB	Check	<a href="#">469853412001</a>	Office Supplies- Wastewater	650-463.0000.63060	99.31
<a href="#">O040</a>	Overhead Door Company						
		APMWB	Check	<a href="#">AR012399</a>	Annunal PM Garage Door Service	650-463.0000.68010	1,126.50
<a href="#">P125</a>	Paramount Supply Company						
		APMWB	Check	<a href="#">215925</a>	WWTP Supplies	650-463.0000.68025	387.10
				<a href="#">220031</a>	1" PVC 80 MIP ADPT	650-463.0000.68025	142.59
<a href="#">P310</a>	Platt Electric Supply						
		APMWB	Check	<a href="#">7J24846</a>	TRON FAST ACTING FUSE	650-463.0000.68025	122.97
<a href="#">VEN15021</a>	Quality Control Service						
		APMWB	Electronic Funds Transf	<a href="#">QCS5022</a>	BALANCE CALIBRATION WITH CERTIFIC	650-463.0000.63400	1,355.00
<a href="#">VEN14282</a>	Reiner Pump Systems, Inc.						
		APMWB	Check	<a href="#">CRP372SO-ID</a>	Gasket	650-463.0000.68025	579.56
<a href="#">VEN06538</a>	SGS AXYS Analytical Services Ltd						
		APMWB	Electronic Funds Transf	<a href="#">12003091</a>	PCB samples	650-463.0000.68360	3,213.00
<a href="#">VEN10028</a>	Shannon Industrial Contractors, Inc						
		APMWB	Check	<a href="#">1401</a>	Sight lighting replacement at the plant	650-463.0000.68025	14,188.00
<a href="#">VEN14980</a>	Solid Rock Gate Supply						
		APMWB	Check	<a href="#">26523</a>	Preventative Maintenance on x1 Operator	650-463.0000.68025	275.00
<a href="#">U1006</a>	Univar Solutions USA, LLC						
		APMWB	Electronic Funds Transf	<a href="#">53936015</a>	Aluminum Sulfate for Tertiary Operations	650-463.0000.63008	7,849.48
				<a href="#">53916746</a>		650-463.0000.63008	8,015.48
<a href="#">W0226</a>	Walter E Nelson Co						
		APMWB	Electronic Funds Transf	<a href="#">574117</a>	HONEYWELL ASTRO OTG 3001 SAFETY (	650-463.0000.63400	91.77
<a href="#">W180</a>	Western States Equipment						
		APMWB	Check	<a href="#">IN003619043</a>	Battery - Picked up in Liberty Lake	650-463.0000.68025	561.63
Dept 463 Total:							60,068.57
Dept: 466 Wastewater - Collections							
<a href="#">A1395</a>	Advanced Compressor & Hose Inc						
		APMWB	Check	<a href="#">103782</a>	WWTP Supplies	650-466.0000.63330	135.90
<a href="#">VEN14736</a>	Cintas Corporation No. 3						
		APMWB	Check	<a href="#">4270983960</a>	Utilities Uniforms	650-466.4000.72000	155.24
				<a href="#">4271737326</a>	TSHIRT/SHP/CARHRTT/M/HTRGRY/SS-R	650-466.4000.72000	154.58
<a href="#">C220</a>	Coleman Oil Co						
		APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	650-466.0000.65005	2,568.38
<a href="#">N001</a>	Napa Auto Parts						
		APMWB	Check	<a href="#">394044</a>	MAC NON-CHLOR BRAKE CLNR (T32) Ab	650-466.0000.63330	41.88
				<a href="#">394212</a>	3MO WTY BAT ( )	650-466.0000.63330	52.58
				<a href="#">394044</a>	MAC NON-CHLOR BRAKE CLNR (T32) Ab	650-466.0000.63330	24.16
<a href="#">VEN14559</a>	One Call Concepts, Inc						
		APMWB	Electronic Funds Transf	<a href="#">60522024</a>	Tickets: 639 @	650-466.0000.62320	501.61
<a href="#">VEN14282</a>	Reiner Pump Systems, Inc.						
		APMWB	Check	<a href="#">CRPW367ID</a>	Stateline L/S Pump Parts	650-466.0000.63006	5,271.18
<a href="#">R251</a>	Serights Ace Hardware						
		APMWB	Check	<a href="#">376181/1</a>	WASHR HOSE RUBBR 10/PK	650-466.0000.63330	3.23
				<a href="#">376297/1</a>	EXTNS CORD 14/3 SJTW 50'	650-466.0000.63330	49.49
				<a href="#">376312/1</a>	DECOR PL OUTLT IV20A1PK	650-466.0000.63330	7.73
<a href="#">VEN10028</a>	Shannon Industrial Contractors, Inc						
		APMWB	Check	<a href="#">1402</a>	New main breaker replacement at Seltice	650-466.3104.68400	3,059.00

Packet: APPKT25851 - Check Run for Council 7.08.26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 6/30/2026

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 468 Wastewater - Surface Water							
<a href="#">A090</a>	Accurate Testing Labs LLC						
APMWB	Check			<a href="#">154607</a>	Phosphorus (Total) 365.1	650-468.0000.68360	450.00
<a href="#">C220</a>	Coleman Oil Co						
APMWB	Electronic Funds Transf			<a href="#">CP-0397692</a>	Fuel Usage - May 2026	650-468.0000.65005	933.23
<a href="#">H1957</a>	Horizon Distributors Inc						
APMWB	Electronic Funds Transf			<a href="#">2S257760</a>	Surface Water Supplies	650-468.0000.68380	553.65
<a href="#">R1913</a>	Rockhound Landscape Supply						
APMWB	Check			<a href="#">1280</a>	1 YARD FINE SAND	650-468.0000.68380	46.00
				<a href="#">1234b</a>	750 SQFT SOD	650-468.0000.68380	442.50
				<a href="#">567</a>	600 SQFT SOD	650-468.0000.68380	354.00
				<a href="#">1766</a>	3 YARDS TOP SOIL	650-468.0000.68380	174.00
				<a href="#">1233</a>	3 YARDS FINE SAND	650-468.0000.68380	138.00
				<a href="#">1256</a>	4 YARDS TOP SOIL	650-468.0000.68380	116.00
				<a href="#">1243</a>	3 YARDS TOP SOIL	650-468.0000.68380	87.00
				<a href="#">1737</a>		650-468.0000.68380	87.00
				<a href="#">1764</a>		650-468.0000.68380	87.00
				<a href="#">1762</a>		650-468.0000.68380	87.00
				<a href="#">1182</a>		650-468.0000.68380	87.00
<a href="#">R251</a>	Serights Ace Hardware						
APMWB	Check			<a href="#">376538/1</a>	RAPID GRASS SUN/SHD 16#	650-468.0000.68380	168.15
Dept 468 Total:							3,810.53
Fund 650 Total:							75,904.06

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating							
<a href="#">VEN15038</a>	Avidex Industries, LLC						
APMWB	Electronic Funds Transf			<a href="#">166114</a>	PWOC Avidex Invoice 166114	651-463.3100.95520	484.86
				<a href="#">167691</a>	PWOC Avidex Invoice 167691	651-463.3100.95520	1,131.34
<a href="#">VEN14753</a>	Integrus Architecture, P.S.						
APMWB	Check			<a href="#">22418.00-15</a>	PWOC Integrus Invoice May 2026	651-463.3100.95520	12,372.89
Dept 463 Total:							13,989.09
Fund 651 Total:							13,989.09

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating							
<a href="#">W090</a>	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf			<a href="#">41354141-004</a>	Fisher LS Welch Invoice May 2026	652-463.3232.95520	19,153.54
Dept 463 Total:							19,153.54
Fund 652 Total:							19,153.54

Fund: 700 - SANITATION

Dept: 461 Sanitation							
<a href="#">VEN07913</a>	CANNON HILL						
APMWB	Check			<a href="#">45421</a>	Wood Waste for UF	700-461.0000.65050	70.00
<a href="#">VEN05261</a>	CDA PAVING						
APMWB	Check			<a href="#">116173</a>	Concrete Disposable.	700-461.0000.65050	52.50
<a href="#">VEN04268</a>	Coeur d'Alene Garbage Service						
APMWB	Check			<a href="#">3357288</a>	Dumpsters	700-461.0000.65050	266.71
				<a href="#">3417180</a>	Parks Dumpsters	700-461.0000.65050	1,151.35
Dept 461 Total:							1,540.56
Fund 700 Total:							1,540.56

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">A090</a>	Accurate Testing Labs LLC	APMWB	Check	<a href="#">155058</a>	NO3 300.0 Nitrate (N)	750-462.0000.68360	90.00
				<a href="#">154873</a>	BACT T&E QT Total Coliform & e.coli Quant	750-462.0000.68360	110.00
				<a href="#">155005</a>	BACT T PA Coliform Presence/Absence	750-462.0000.68360	200.00
				<a href="#">155121</a>		750-462.0000.68360	200.00
				<a href="#">155006</a>	BACT T&E QT Total Coliform & e.coli Quant	750-462.0000.68360	220.00
<a href="#">A424</a>	Anatek Labs, Inc.	APMWB	Electronic Funds Transf	<a href="#">2615326</a>	PFC analysis LC/MS/MS by EPA 533	750-462.0000.68360	750.00
<a href="#">VEN14124</a>	Badger Meter, Inc.	APMWB	Electronic Funds Transf	<a href="#">80237801</a>	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	158.72
<a href="#">VEN05261</a>	CDA PAVING	APMWB	Check	<a href="#">115540</a>	3/4" MINUS CRUSHED BASE B-SL	750-462.0000.63280	56.64
				<a href="#">115748</a>		750-462.0000.63280	40.00
				<a href="#">115810</a>		750-462.0000.63280	173.12
				<a href="#">115748</a>		750-462.0000.63280	47.04
<a href="#">C220</a>	Coleman Oil Co	APMWB	Electronic Funds Transf	<a href="#">CP-0397692</a>	Fuel Usage - May 2026	750-462.0000.64030	2,597.86
<a href="#">H215</a>	Core & Main LP	APMWB	Check	<a href="#">Z121107</a>	ENLARGE BASE F/6500 CURB	750-462.0000.63280	947.09
				<a href="#">Z121121</a>	1/2" BLUE MONSTER THREAD TAPE	750-462.0000.63280	36.64
				<a href="#">Z121107</a>	ENLARGE BASE F/6500 CURB	750-462.0000.63280	241.65
				<a href="#">Y959541</a>	890-56-06165-16 6 HYMAX GRIP CPLG 6.5	750-462.0000.63280	554.63
<a href="#">F1000</a>	Ferguson Waterworks	APMWB	Check	<a href="#">SC5981</a>	SERVICE CHARGE FOR MAY	750-462.0000.66012	60.00
<a href="#">VEN14305</a>	General Pacific, Inc	APMWB	Electronic Funds Transf	<a href="#">1546025</a>	Replacement Meters & Register	750-462.0000.91280	26,518.70
<a href="#">G098</a>	Grainger	APMWB	Check	<a href="#">9935741299</a>	WATER CONTAINER,6 GALfor Westwood I	750-462.3206.95520	77.58
<a href="#">H003</a>	H.D. Fowler Company	APMWB	Electronic Funds Transf	<a href="#">I7344214</a>	3" 1/8" FULL FACE RED RUBBER GASKET	750-462.0000.63280	39.95
				<a href="#">I7336319</a>	1-1/4" IPS PVC COMPRESSION COUPLIN	750-462.0000.63280	161.60
				<a href="#">I7325697</a>	1" RISER FOR 5-1/4" VALVE BOX NO EAR	750-462.0000.63280	70.90
				<a href="#">I7328656</a>	1-1/4" SCH 40 PVC COUPLING SXS	750-462.0000.63280	122.08
				<a href="#">I7325697</a>	1" RISER FOR 5-1/4" VALVE BOX NO EAR	750-462.0000.63280	258.72
				<a href="#">I7344214</a>	3" 1/8" FULL FACE RED RUBBER GASKET	750-462.0000.63280	136.70
				<a href="#">I7328656</a>	1-1/4" SCH 40 PVC COUPLING SXS	750-462.0000.63280	6.90
<a href="#">H1957</a>	Horizon Distributors Inc	APMWB	Electronic Funds Transf	<a href="#">2S256193</a>	Water Grounds Supplies	750-462.0000.68010	1,559.13
<a href="#">N001</a>	Napa Auto Parts	APMWB	Check	<a href="#">394214</a>	ELECTRICAL ADAPTER W120	750-462.0000.67170	12.81
<a href="#">N0991</a>	Norco Inc	APMWB	Check	<a href="#">0046965206</a>	DB STEEL DEMON 9 14/18TPI - 5/PK PK	750-462.0000.63280	100.50
<a href="#">VEN14559</a>	One Call Concepts, Inc	APMWB	Electronic Funds Transf	<a href="#">60522024</a>	Tickets: 639 @	750-462.0000.62320	309.92
<a href="#">O040</a>	Overhead Door Company	APMWB	Check	<a href="#">AR012399</a>	Annunal PM Garage Door Service	750-462.0000.68010	1,126.50
<a href="#">R251</a>	Serights Ace Hardware	APMWB	Check	<a href="#">376598/1</a>	SR 5IN1 SPRY GLS WH 12OZ	750-462.0000.63280	7.01
				<a href="#">376502/1</a>	Well House # 7maintenance	750-462.0000.68025	117.80

Dept 462 Total: 37,110.19

Fund 750 Total: 37,110.19

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

<a href="#">VEN15038</a>	Avidex Industries, LLC	APMWB	Electronic Funds Transf	<a href="#">166114</a>	PWOC Avidex Invoice 166114	753-462.3325.95520	1,454.58
				<a href="#">167691</a>	PWOC Avidex Invoice 167691	753-462.3325.95520	3,394.02
<a href="#">VEN14948</a>	Century West Engineering Corp.	APMWB	Check	<a href="#">252183</a>	Westwood Water CW Invoice May 2026	753-462.3225.95500	18,608.28
<a href="#">VEN14753</a>	Integrus Architecture, P.S.						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	<a href="#">22418.00-15</a>	PWOC Integrus Invoice May 2026	753-462.3325.95520	37,118.68
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	<a href="#">41354220-006</a>	Water System Master Plan	753-462.3204.95500	4,260.00
		<a href="#">41354220-007</a>		753-462.3204.95500	19,577.66
				Dept 462 Total:	84,413.22
				Fund 753 Total:	84,413.22
				Report Total:	781,022.24



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	6,000.00
	001-411.0000.64010	25.00
	001-412.0000.62040	210.00
	001-412.0000.63060	21.23
	001-412.0000.66014	4,874.00
	001-412.0000.66030	338.16
	001-412.0000.66040	795.15
	001-412.0000.66043	1,014.72
	001-414.0000.62091	8,936.25
	001-414.1445.62170	402.74
	001-414.1445.62190	184.13
	001-417.0000.66014	158.00
	001-418.0000.63060	12.87
	001-421.0000.62370	100.00
	001-421.0000.63060	1,068.28
	001-421.0000.63130	41.97
	001-421.0000.63210	250.00
	001-421.0000.63920	1,936.00
	001-421.0000.64020	1,000.00
	001-421.0000.64030	9,769.06
	001-421.0000.66041	329.10
	001-421.0000.67020	2,400.19
	001-421.0000.67030	96.09
	001-421.0000.67090	51.84
	001-421.0000.67100	349.23
	001-421.0000.67140	221.13
	001-421.0000.67170	895.26
	001-421.0000.67190	568.00
	001-421.0000.68010	46.76
	001-421.0000.68060	740.88
	001-421.4000.72000	2,037.14
	001-421.4000.72010	2,057.57
	001-423.1153.68400	3,280.00
	001-424.0000.62040	1,370.00
	001-424.0000.64030	62.22
	001-427.0000.62040	288.00
	001-427.0000.63000	792.50
	001-427.0000.64030	252.89
	001-431.0000.62040	7,037.30
	001-431.0000.63000	511.66
	001-431.0000.63110	423.75
	001-431.0000.63520	3,610.08
	001-431.0000.64030	7,104.97
	001-431.0000.66016	592.68
	001-431.0000.67090	735.06
	001-431.0000.68010	808.75
	001-431.0000.68090	3,911.74
	001-431.0000.68100	331.29
	001-431.0000.68130	3,035.99
	001-431.0000.68150	3,487.64
	001-431.4000.72000	-309.49
	001-433.0000.63140	659.42
	001-433.0000.63150	303.36
	001-433.0000.63160	214.20
	001-433.0000.64030	296.56
	001-433.0000.67030	7.19

001-433.0000.68010	115.00
001-433.0000.68030	1,256.30
001-434.0000.63011	2,798.08
001-434.0000.63012	992.91
001-434.0000.63013	243.26
001-434.0000.63160	566.77
001-434.0000.64030	393.77
001-434.0000.67170	3,790.98
001-434.0000.67190	93.08
001-434.0000.90010	32,353.98
001-441.0000.62040	2,150.00
001-441.0000.64030	648.89
001-441.0000.67010	116.87
001-441.0000.67070	308.75
001-441.0000.67090	99.36
001-441.0000.68170	140.45
001-441.0000.68190	2,460.53
001-441.1200.64110	163.00
001-441.1683.68190	3,216.40
001-442.0000.63210	31.00
001-442.0000.63420	4,395.11
001-442.0000.64030	410.16
001-442.0000.68190	450.45
001-443.0000.62180	1,022.00
001-443.0000.63080	69.50
001-443.0000.63150	5,880.26
001-443.0000.64030	4,938.10
001-443.0000.65050	1,917.28
001-443.0000.66190	1,581.40
001-443.0000.67030	263.33
001-443.0000.67050	54.70
001-443.0000.67070	220.00
001-443.0000.67090	778.10
001-443.0000.68160	860.88
001-443.0000.68190	3,631.10
001-443.0000.68200	11,333.70
001-443.0000.68215	2,534.10
001-443.0000.68230	610.88
001-443.0000.80110	2,507.00
001-443.0000.80150	1,500.00
001-443.0000.80240	1,787.05
001-443.0000.91000	32,056.13
001-443.1658.62330	3,543.75
001-444.1665.93180	31,193.17
001-445.0000.62040	1,106.40
001-445.0000.63060	164.90
001-445.0000.63070	27.95
001-445.0000.63080	3,150.03
001-445.0000.63430	3,557.30
001-445.0000.65050	505.00
001-451.0000.62000	1,162.71
001-452.0000.63060	73.38
001-452.0000.64030	870.29
001-453.0000.64030	362.25
001-481.0000.68060	865.88
001-481.0000.68390	273.99
Fund 001 Total:	263,336.12
003 - PERSONNEL BENEFIT POOL	
003-482.4000.73000	852.00
003-482.4155.71210	15.00
Fund 003 Total:	867.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	500.00
Fund 007 Total:	500.00
008 - 911 SUPPORT	
008-426.0000.66043	1,398.68

	Fund 008 Total:	1,398.68
011 - FACILITY BUILDING RESERVE		
011-491.0000.95015		1,500.00
011-491.1801.93160		43,965.73
	Fund 011 Total:	45,465.73
017 - ANNEXATION FEES		
017-410.0000.62040		2,194.36
	Fund 017 Total:	2,194.36
023 - SPECIAL EVENTS		
023-446.1602.63120		1,499.76
	Fund 023 Total:	1,499.76
035 - PUBLIC SAFETY IMPACT FEES		
035-420.0000.80300		662.66
035-420.0000.95015		86,435.86
	Fund 035 Total:	87,098.52
037 - STREETS IMPACT FEES		
037-431.0000.80300		662.67
037-431.0000.95142		4,660.00
037-431.1711.95520		3,398.62
	Fund 037 Total:	8,721.29
038 - PARKS IMPACT FEES		
038-443.0000.80300		662.67
038-443.0000.94070		75,322.98
038-443.0000.94165		60,149.47
038-443.0000.94170		1,695.00
	Fund 038 Total:	137,830.12
650 - RECLAIMED WATER OPERATING		
650-463.0000.63000		114.39
650-463.0000.63008		24,801.96
650-463.0000.63060		99.31
650-463.0000.63400		4,302.30
650-463.0000.65005		699.28
650-463.0000.67090		370.62
650-463.0000.68010		4,637.02
650-463.0000.68025		17,292.70
650-463.0000.68360		6,005.67
650-463.3126.95520		1,435.50
650-463.4000.72000		309.82
650-466.0000.62320		501.61
650-466.0000.63006		5,271.18
650-466.0000.63330		314.97
650-466.0000.65005		2,568.38
650-466.3104.68400		3,059.00
650-466.4000.72000		309.82
650-468.0000.65005		933.23
650-468.0000.68360		450.00
650-468.0000.68380		2,427.30
	Fund 650 Total:	75,904.06
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3100.95520		13,989.09
	Fund 651 Total:	13,989.09
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3232.95520		19,153.54
	Fund 652 Total:	19,153.54
700 - SANITATION		
700-461.0000.65050		1,540.56
	Fund 700 Total:	1,540.56
750 - WATER OPERATING		
750-462.0000.62320		309.92
750-462.0000.63280		3,001.17
750-462.0000.64030		2,597.86
750-462.0000.66012		218.72
750-462.0000.67170		12.81
750-462.0000.68010		2,685.63
750-462.0000.68025		117.80
750-462.0000.68360		1,570.00

750-462.0000.91280	26,518.70
750-462.3206.95520	77.58
Fund 750 Total:	<u>37,110.19</u>
753 - WATER CAPITAL	
753-462.3204.95500	23,837.66
753-462.3225.95500	18,608.28
753-462.3325.95520	41,967.28
Fund 753 Total:	<u>84,413.22</u>
Report Total:	<u>781,022.24</u>

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**ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILIT**

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6/11/2026	\$	2,139.95	102224 Blake Stilkey
6/12/2026	\$	46.65	APA003495 AT&T Long Distance
6/12/2026	\$	43,649.39	APA003496 Avista Utilities
6/12/2026	\$	40.65	APA003497 Kootenai County Solid Waste
6/12/2026	\$	708.72	APA003498 SpectraSite Communications
6/19/2026	\$	108,659.31	APA003626 Avista Utilities
6/19/2026	\$	180.02	APA003627 Charter Communications
6/19/2026	\$	31.06	APA003628 Dell Marketing LP
6/19/2026	\$	210.00	APA003629 Firstline Communications, Inc
6/19/2026	\$	29.92	APA003630 H & H Business Systems
6/19/2026	\$	2,772.56	APA003631 Kootenai County Solid Waste
6/19/2026	\$	120.90	APA003632 Kootenai Electric
6/19/2026	\$	201.22	APA003633 Zply Fiber
6/25/2026	\$	88.35	APA003634 AT&T Long Distance
6/25/2026	\$	2,201.24	APA003635 Avista Utilities
6/25/2026	\$	165.30	APA003636 Charter Communications
6/25/2026	\$	159.99	APA003637 Charter Communications
6/25/2026	\$	701.43	APA003638 Kootenai County Solid Waste
6/25/2026	\$	626.89	APA003639 Level 3 Communications
6/25/2026	\$	907.16	APA003640 Level 3 Communications
6/25/2026	\$	357.39	APA003641 Verizon Wireless
6/25/2026	\$	6,037.80	APA003642 Zply Fiber
6/25/2026	\$	650.00	102242 Colton, Kathy
6/25/2026	\$	500.00	102243 Daniel Schmedding
6/25/2026	\$	650.00	102244 Flipside Band
6/25/2026	\$	500.00	102245 Greene, Ron
6/25/2026	\$	1,000.00	102246 Kevin Shay
6/25/2026	\$	600.00	102247 Paul Mata
6/25/2026	\$	600.00	102248 Rusty Jackson
	\$	174,535.90	

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**Y FOR CHECK RUN 07/07/26**

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Pay Before Due Date	001-21050
Pay Before Due Date	Various
Pay Before Due Date	001-465.0000.65102
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-412.0000.66030
Pay Before Due Date	001-412.0000.66070
Pay Before Due Date	001-431.0000.66050
Pay Before Due Date	Various
Pay Before Due Date	001-465.0000.65103
Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	001-431.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-442.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040
Pay Before Due Date	023-446.1601.62040

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Victoria Howell, Purchasing/CSR  
**SUBJECT:** April Cash and Investments Reports

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**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 April 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 April 2026. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of April 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 April, the total of investments and cash on hand was \$254,286,729.28. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of April.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

None

**APPROVED OR DIRECTION GIVEN:**

None

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$254,286,729.28

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Budget Status Report
2. Cash & Investments
3. Treasurer's Report of C&I Transactions

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 132,684.60	\$ 102,165.35	77.0%
	Personnel	<u>127,020.93</u>	<u>71,227.05</u>	56.1%
		259,705.53	173,392.40	66.8%
412 - INFORMATION SYSTEMS	Operating	148,410.00	87,625.60	59.0%
	Capital	2,000.00	-	0.0%
	Personnel	<u>658,143.66</u>	<u>378,297.92</u>	57.5%
		808,553.66	465,923.52	57.6%
413 - GENERAL SERVICES	Operating	27,000.00	6,748.34	25.0%
	Personnel	<u>575,111.36</u>	<u>341,046.38</u>	59.3%
		602,111.36	347,794.72	57.8%
414 - FINANCE	Operating	649,868.75	522,019.69	80.3%
	Personnel	<u>705,291.14</u>	<u>427,526.49</u>	60.6%
		1,355,159.89	949,546.18	70.1%
415 - CITY CLERK	Operating	37,150.00	29,441.22	79.2%
	Capital	-	-	0.0%
	Personnel	<u>93,419.25</u>	<u>54,587.16</u>	58.4%
		130,569.25	84,028.38	64.4%
417 - MEDIA/CABLE FRANCHISE	Operating	46,100.00	27,983.84	60.7%
	Capital	-	-	0.0%
	Personnel	<u>161,845.81</u>	<u>93,614.77</u>	57.8%
		207,945.81	121,598.61	58.5%
418 - HUMAN RESOURCES	Operating	6,700.00	12,693.81	189.5%
	Personnel	<u>249,991.12</u>	<u>146,997.12</u>	58.8%
		256,691.12	159,690.93	62.2%
421 - POLICE	Operating	1,004,243.54	592,164.55	59.0%
	Capital	208,770.00	7,470.63	3.6%
	Personnel	<u>8,833,495.21</u>	<u>4,979,616.89</u>	56.4%
		10,046,508.75	5,579,252.07	55.5%
423 - OASIS	Operating	500.00	27,900.25	5580.1%
	Capital	-	-	0.0%
	Personnel	<u>133,544.76</u>	<u>95,427.03</u>	71.5%
		134,044.76	123,327.28	92.0%
424 - LEGAL (PROSECUTING)	Operating	88,496.00	36,567.23	41.3%
	Capital	-	-	0.0%
	Personnel	<u>1,019,314.70</u>	<u>571,099.29</u>	56.0%
		1,107,810.70	607,666.52	54.9%
427 - ANIMAL CONTROL	Operating	13,325.00	5,236.83	39.3%
	Personnel	<u>208,715.89</u>	<u>119,381.16</u>	57.2%
		222,040.89	124,617.99	56.1%
431 - STREETS	Operating	2,115,650.00	279,066.79	13.2%
	Capital	5,709,000.00	147,652.10	0.0%
	Personnel	<u>1,632,132.62</u>	<u>924,929.79</u>	56.7%
		9,456,782.62	1,351,648.68	14.3%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	14,330.00	3,472.14	24.2%
	Personnel	<u>87,639.61</u>	-	0.0%
		101,969.61	<u>3,472.14</u>	3.4%
433 - FACILITY MAINTENANCE	Operating	82,380.00	23,684.39	28.8%
	Capital	40,000.00	-	0.0%
	Personnel	<u>348,882.63</u>	<u>194,252.29</u>	55.7%
		471,262.63	217,936.68	46.2%
434 - FLEET MAINTENANCE	Operating	240,752.00	126,934.49	52.7%
	Capital	2,353,243.00	294,104.97	12.5%
	Personnel	<u>508,012.22</u>	<u>264,121.10</u>	52.0%
		3,102,007.22	685,160.56	22.1%
435 - GIS	Operating	63,550.00	49,850.62	78.4%
	Personnel	<u>205,163.73</u>	<u>119,396.02</u>	58.2%
		268,713.73	169,246.64	63.0%
441 - URBAN FORESTRY	Operating	46,100.00	51,551.34	111.8%
	Capital	-	-	0.0%
	Personnel	<u>297,460.01</u>	<u>179,411.89</u>	60.3%
		343,560.01	230,963.23	67.2%
442 - CEMETERY	Operating	107,050.00	52,650.71	49.2%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>145,567.26</u>	56.8%
		363,441.79	198,217.97	54.5%
443 - PARKS	Operating	970,778.46	348,432.62	35.9%
	Capital	208,300.00	33,065.64	15.9%
	Personnel	<u>1,550,224.34</u>	<u>813,164.87</u>	52.5%
		2,729,302.80	1,194,663.13	43.8%
444 - PARKS CONSTRUCTION	Operating	63,825.00	10,242.12	0.0%
	Capital	<u>200,000.00</u>	<u>35,911.49</u>	18.0%
		263,825.00	46,153.61	17.5%
445 - RECREATION	Operating	251,749.00	114,574.91	45.5%
	Capital	8,800.00	6,550.04	0.0%
	Personnel	<u>988,317.89</u>	<u>453,636.69</u>	45.9%
		1,248,866.89	574,761.64	46.0%
451 - PLANNING & ZONING	Operating	30,799.95	12,582.26	40.9%
	Capital	-	-	100.0%
	Personnel	<u>388,766.10</u>	<u>227,576.74</u>	58.5%
		419,566.05	240,159.00	57.2%
452 - BUILDING INSPECTOR	Operating	24,200.00	15,906.04	65.7%
	Personnel	802,807.89	456,918.59	56.9%
	Capital	-	-	
		<u>827,007.89</u>	<u>472,824.63</u>	57.2%
453 - ENGINEERING	Operating	31,450.00	11,183.37	35.6%
	Capital	-	-	#DIV/0!
	Personnel	<u>790,763.69</u>	<u>451,956.05</u>	57.2%
		822,213.69	463,139.42	56.3%

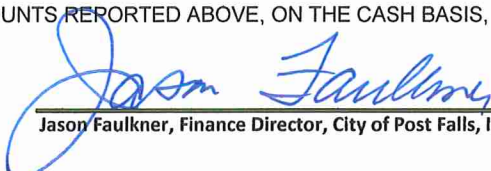
CITY OF POST FALLS  
 BUDGET STATUS REPORT  
 FOR MONTH ENDED April 30, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	101,152.00	131,520.65	130.0%
	Capital	-	-	0.0%
	Personnel	<u>243,835.96</u>	<u>151,072.18</u>	62.0%
		344,987.96	282,592.83	81.9%
465 - STREET LIGHTS	Operating	<u>805,000.00</u>	<u>487,696.73</u>	60.6%
		805,000.00	487,696.73	60.6%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	5,576,000.00	2,448,792.65	43.9%
	Capital	-	-	0.0%
		<u>5,576,000.00</u>	<u>2,448,792.65</u>	43.9%
482 - PERSONNEL POOL	Operating	5,265,200.00	3,071,366.69	58.3%
	Personnel	<u>1,027,550.00</u>	<u>24,177.35</u>	2.4%
		6,292,750.00	3,095,544.04	49.2%
497 - TRANSFERS OUT	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	0.0%
<b>TOTAL GENERAL FUND</b>		<b><u>48,568,399.61</u></b>	<b><u>20,899,812.18</u></b>	<b>43.0%</b>
002 - INSURANCE FUND	Operating	<u>470,343.00</u>	<u>459,343.00</u>	97.7%
		470,343.00	459,343.00	97.7%
003 - PERSONNEL FUND	Operating	57,200.00	42,707.49	74.7%
	Capital	-	-	0.0%
	Personnel	<u>5,363,000.00</u>	<u>2,768,710.38</u>	51.6%
		5,420,200.00	2,811,417.87	51.9%
004-Street Lights	Operating	<u>-</u>	<u>-</u>	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	130,000.00	10,211.92	7.9%
	Capital	-	-	
		<u>130,000.00</u>	<u>10,211.92</u>	7.9%
008 - 911 FUND	Operating	569,997.00	523,987.15	91.9%
	Capital	-	181,898.12	0.0%
	Personnel	<u>416,821.42</u>	<u>144,017.91</u>	34.6%
		986,818.42	849,903.18	86.1%
011 - FACILITY BUILDING RESERVE FUND	Operating	10,320,000.00	-	0.0%
	Capital	<u>6,700,000.00</u>	<u>628,395.66</u>	0.0%
		17,020,000.00	628,395.66	0.0%
017 - ANNEXATION FUND	Operating	1,720,000.00	68,702.09	4.0%
	Capital	-	-	
		<u>1,720,000.00</u>	<u>68,702.09</u>	4.0%
023 - SPECIAL EVENTS FUND	Operating	175,856.00	9,287.01	5.3%
	Capital	-	37,866.20	
		<u>175,856.00</u>	<u>47,153.21</u>	26.8%
029 - CEMETERY IMPROVEMENTS FUND	Operating	451,000.00	-	0.0%
	Capital	<u>99,000.00</u>	<u>-</u>	
		550,000.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	<u>1,000,000.00</u>	<u>698,214.73</u>	69.8%
		1,000,000.00	698,214.73	69.8%

CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED April 30, 2026

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,426,000.00	25,720.45	1.8%
	Capital	1,800,000.00	73,754.34	0.0%
		<u>3,226,000.00</u>	<u>99,474.79</u>	3.1%
037 - STREET IMPACT FEE FUND	Operating	2,750,019.00	186,203.60	0.0%
	Capital	2,720,306.00	1,041,041.86	0.0%
		<u>5,470,325.00</u>	<u>1,227,245.46</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,785,000.00	5,618.33	0.0%
	Capital	3,355,000.00	479,208.80	14.3%
		<u>5,140,000.00</u>	<u>484,827.13</u>	9.4%
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 includ: wwo, collections, recycled, surface	Operating	7,658,577.25	2,621,490.10	34.2%
	Capital	15,248,000.00	1,013,086.01	6.6%
	Personnel	3,065,059.75	1,419,694.05	46.3%
		<u>25,971,637.00</u>	<u>5,054,270.16</u>	19.5%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	855,324.00	302,582.50	35.4%
	Capital	4,940,000.00	1,586,524.31	32.1%
		<u>5,795,324.00</u>	<u>1,889,106.81</u>	32.6%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	19,970,000.00	259,892.90	1.3%
	Operating	6,455,000.00	-	-
		<u>26,425,000.00</u>	<u>259,892.90</u>	1.0%
700 - SANITATION FUND	Operating	4,711,427.00	2,781,171.70	59.0%
		<u>4,711,427.00</u>	<u>2,781,171.70</u>	59.0%
750 - WATER OPERATING FUND	Operating	2,304,902.70	743,234.44	32.2%
	Capital	2,774,000.00	901,678.45	-
	Personnel	1,026,454.96	590,065.05	57.5%
		<u>6,105,357.66</u>	<u>2,234,977.94</u>	36.6%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	9,885,000.00	195,534.36	2.0%
		<u>9,885,000.00</u>	<u>195,534.36</u>	2.0%
GRAND TOTAL		<u>\$ 168,771,687.69</u>	<u>\$ 40,699,655.09</u>	24.1%

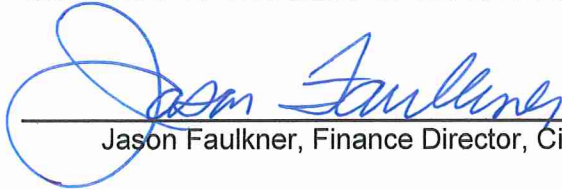
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

City of Post Falls  
Cash and Investments  
4/30/2026

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	119,404,376.46
LGIP Acct 1441	-
<u>First Financial Equity Corporation</u>	
General Accts Investments	21,128,969.18
Contingency Accts	9,289,976.97
Replacement & Reserve Accts	66,742,491.79
<u>Moreton Capital Investments</u>	
Moreton Securities	21,990,559.51
<u>Mountain West bank</u>	
Repurchase Sweep Account	15,503,529.94
Checking Account	225,575.43
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	125.00
Park	-
Planning and Zoning	150.00
Total	<u>\$ 254,286,729.28</u>

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



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

City of Post Falls  
Treasurer's Report of Cash and Investment Transactions  
4/30/2026

FUND	BALANCE 03/31/2026	RECEIPTS	DISBURSEMENTS	BALANCE 04/30/2026
001 - GENERAL FUND	\$33,365,782.01	\$3,737,023.67	\$4,116,716.78	\$ 32,986,088.90
002 - COMPREHENSIVE LIABILITY	276,369.37	\$17,081.08	\$ -	293,450.45
003 - PERSONNEL BENEFIT POOL	39,517.65	\$447,256.96	\$439,877.68	46,896.93
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	214,590.58	\$847.10	\$ -	215,437.68
008 - 911 SUPPORT	2,543,662.18	\$76,235.31	\$104,276.46	2,515,621.03
011 - FACILITY BUILDING RESERVE	13,424,191.99	\$384,588.38	\$26,247.39	13,782,532.98
017 - ANNEXATION FEES	1,951,606.05	\$36,907.47	\$7,632.34	1,980,881.18
023 - SPECIAL EVENTS	476,576.29	\$5,036.20	\$588.18	481,024.31
029 - CEMETERY CAPITAL IMPROVEMENT	650,623.75	\$12,288.53	\$ 1,525.00	661,387.28
034 - KOOTENAI FIRE/EMS IMPACT FEES	122,353.86	\$173,385.82	\$78,216.00	217,523.68
035 - PUBLIC SAFETY IMPACT FEES	4,033,924.66	\$119,263.20	\$39,821.07	4,113,366.79
037 - STREETS IMPACT FEES	10,125,850.60	\$556,242.81	\$2,520.00	10,679,573.41
038 - PARKS IMPACT FEES	9,017,531.59	\$363,437.42	\$33,171.75	9,347,797.26
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	18,882.37	\$1,207.86	\$ 1,157.29	18,932.94
450 - LID GUARANTEE	19,417.69	\$48.23	\$ -	19,465.92
650 - RECLAIMED WATER OPERATING	85,608,661.20	\$1,836,912.28	\$779,509.73	86,666,063.75
651 - RECLAIMED WATER CAPITAL - WWTP	31,329,318.66	\$609,519.51	\$289,337.50	31,649,500.67
652 - RECLAIMED WATER CAPITAL - COLLECTOR	22,971,537.83	\$322,884.64	\$13,156.25	23,281,266.22
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,247,612.86	\$464,264.76	\$40,242.85	1,671,634.77
750 - WATER OPERATING	27,980,617.37	\$366,309.24	\$316,790.80	28,030,135.81
753 - WATER CAPITAL	5,626,155.64	\$61,942.21	\$ 28,970.65	5,659,127.20
<b>GRAND TOTAL:</b>	<b>\$ 251,013,804.32</b>	<b>\$ 9,592,682.68</b>	<b>\$ 6,319,757.72</b>	<b>\$ 254,286,729.28</b>

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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Frank Bowne, Captain  
**SUBJECT:** Elevate Academy North School Resource Officer Contract Renewal

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**ITEM AND RECOMMENDED ACTION:**

The Police Department is seeking City Council approval of a three-year extension of the School Resource Officer contract with Elevate North Academy. Council approval will authorize the mayor to sign the agreement on behalf of the city.

**DISCUSSION:**

The Police Department has assigned a School Resource Officer to the Evevate North Academy since its opening. The initial term of the agreement between the Academy and the City governing the SRO has now expired and Evelevate is seeking an extension of the existing agreement. The agreement requires Elevate Academy to pay the city \$70,000 annually to help offset the costs of staffing the school with a SRO and contains terms that govern the relationship of the parties that are unchanged. The agreement has been reviewed and signed by the governing board of Elevate North Academy.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Contract was reviewed and approved in 2023.

**APPROVED OR DIRECTION GIVEN:**

Council approved the agreement.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Under the agreement, Elevate North will reimburse the City \$70,000 annually to provide a SRO.

**BUDGET CODE:**

**ATTACHMENTS:**

1. SKM\_C251i26061910000

**Contract between  
Elevate Academy North Charter School  
and  
The City of Post Falls, Idaho  
For a  
School Resource Officer Program**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of June, 2026, by and between Elevate Academy North Charter School, Kootenai County, State of Idaho, (hereinafter referred to as "EAN"), and The City of Post Falls, Idaho (hereinafter referred to as the "City").

WITNESSETH:

- A. The EAN and the City desire to provide law enforcement and related services to the EAN; and
- B. A School Resource Officer Program has been proposed for the EAN, as hereinafter described; and
- C. The EAN and the City recognize the potential outstanding benefits of the School Resource Officer program, to the citizens of Post Falls, Kootenai County, Idaho, and particularly to the students of the EAN; and
- D. WHEREAS the parties wish to exercise their authority and power, if necessary, to effectuate the proposes of this agreement in accordance with the authority of Idaho law as an Interagency Contract in accordance with the provisions of Idaho Code 67-2328.
- E. It is in the best interests of the EAN, and the City, and the citizens of Post Falls, Kootenai County, Idaho to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the EAN and the City hereby agree as follows:

## **ARTICLE I**

### **Role of the School Resource Officer**

A School Resource Officer Program is hereby established in the EAN, for thirty-six months from August 1st, 2026 to July 31st, 2029.

- iii. The SRO will encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
- iv. When requested by the principal, the SRO will attend parent/faculty meeting to solicit support and understanding of the program.
- v. The SRO will make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature. Confidential information obtained will not be disclosed, except as provided by City & Police Department policy, law or court order.
- vi. The SRO will become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
- vii. The SRO will assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
- viii. Should it become necessary to conduct formal police interviews with the students, the SRO will adhere to EAN policy, City & Police policy, and legal requirements with regard to such interviews.
- ix. The SRO will take law enforcement action as required. As soon as practicable, the SRO will make the principal of the school aware of such action. At the principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- x. The SRO will give assistance to other police officers and deputy sheriffs in matters

regarding his/her school assignments, whenever necessary.

- xi. The SRO will, whenever possible, participate in and/or attend school functions.
- xii. The SRO may be assigned investigations relating to the students attending the school to which the SRO is assigned.
- xiii. The SRO will maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit other reports of an instructional nature as required by his/her supervisor, the principal or school staff.

## **ARTICLE II**

### **Rights and Duties of the City**

The City will provide one regularly employed Police Officer to serve as a School Resource Officer at Elevate Academy North Charter School as follows:

#### **A. Supervision**

- a. The City will assign one full-time supervisor to oversee the SRO assigned above, and to perform scheduled or non-scheduled visits to the schools in the EAN.

#### **C. Regular Duty Hours of SRO**

- a. One officer will be assigned the primary duties as SRO at Elevate Academy North Charter School. The SRO will be assigned hours that cover the largest part of the school day. The SRO may be temporarily reassigned by the City during school holidays and vacations, or during a period of police emergency or staffing shortages.

#### **D. Duties of SRO**

- a. Instructional responsibility for SRO, in the Elevate Academy North Charter School.
  - i. The SRO may act as an instructor for specialized, short-term programs in the EAN, when invited to do so by the principal or members of the

faculty.

b. Additional duties and responsibilities of SRO.

- i. The SRO will coordinate all of his/her activities with the principals and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
- ii. The SRO will develop expertise in presenting various subjects to the students. Such subjects include a basic understanding of the law, the role of the police officer, and the police mission.
- xiv. The SRO will not act as a school disciplinarian, which is a responsibility of EAN. However, if an incident is a violation of the law, the SRO may then determine whether law enforcement action is appropriate in consultation with the principal.
- xv. SRO's are not to be assigned lunchroom duties, bus duties, as hall monitors or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- xvi. SRO's may be required to do police functions unrelated to EAN as assigned by their supervisor.

E. In periods of extended school closures due to uncontrollable circumstances such as declared health and/or safety emergencies (i.e. communicable disease pandemics, civil unrest etc.), School Resource Officers may be temporarily reassigned within the police department but will remain available to their respective school administrator(s) for law enforcement related duties deemed a priority safety issue for students and/or staff.

F. If school administrators have no need for their assigned SRO during an extended school closure, this will be communicated and agreed upon in writing by both the police department and school district. The school district's contractual financial obligation to the City of Post Falls may be suspended until school resumes and SRO duties are re-established.

### **ARTICLE III**

#### **Rights and Duties of the EAN**

EAN will provide the following materials and facilities for the SRO:

- A. Access to an air-conditioned and properly lighted private office containing a telephone for business purposes.
- B. A location for files and records that can be properly locked and secured.
- C. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
- D. A computer system and/or secretarial assistance.

### **ARTICLE IV**

#### **Financing the School Resource Officer Program**

The EAN agrees to pay a total of \$ 70,000 per year as its share of the School Resource Officer Program for the duration of this agreement. EAN will pay quarterly: August 1, November 1, February 1, May 1.

### **ARTICLE V**

#### **Employment Status of School Resource Officer**

SRO's remain employees of the Post Falls Police Department. The EAN and the City acknowledge that the SRO is subject to the Post Falls Police Department chain of command.

### **ARTICLE VI**

#### **Appointment of SRO's**

- A. The selection and appointment of the SRO is the sole responsibility of the Post Falls Police Department. The Department will consider the officer's job knowledge, experience, training, education, appearance, attitude, communications skills and bearing.
- B. The SRO may be transferred out of the SRO program at any time as necessary for the operations of the Department due to promotion or other Departmental need.

Transfers during the school year will be avoided to the extent practicable. A replacement SRO will be appointed following a transfer.

## **ARTICLE VII**

### **Dismissal or Replacement of SRO**

- A. In the event, the school principal feels that the SRO is not effectively performing his or her duties and responsibilities, EAN will advise the Chief of Police, in writing, about the issue. The parties agree to meet and discuss the matter and determine if the issue can be resolved or whether a replacement SRO will be appointed.
- B. In case of the resignation, dismissal, reassignment, or long-term absences by the SRO, the City will provide a temporary replacement for the SRO within thirty (30) school days. The "SRO" unit supervisor or his/her designee will fill any vacancy and take responsibility for required duties until a full-time replacement can be selected. As soon as practicable, the City will assign a permanent replacement for the SRO position.

## **ARTICLE VIII**

### **Termination of Agreement**

This agreement may be terminated by either party upon ninety days (90) days' written notice to the other party. In the event, this agreement is terminated; the City will be compensated for the services of the SRO up to the date of contract termination. The City will issue a pro-rated refund for any funds paid to the City for SRO services beyond the contract termination date.

## **ARTICLE IX**

### **Notices**

Any and all notices or any other communication required under this agreement will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Theresa Lacovara, Principal Tony Prka, Vice Principal Elevate Academy North Charter Administrators 3716 E. Killdeer Ave. Post Falls, Idaho 83854	Mark Brantl, Chief of Police Post Falls Police Department 1717 E. Polston Avenue Post Falls, Idaho 83854
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**ARTICLE X**

**Good Faith**

The parties agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

**ARTICLE XI**

**Modification**

This document constitutes the full understanding of the parties. In addition, no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document will be binding unless made in writing and signed by the parties.

**ARTICLE XII**

**Non-assignment**

This agreement, and each covenant herein, may not be assigned to another entity without the express written consent of the other party.

**ARTICLE XIII**

**Duplication**

This agreement may be executed in two (2) counterparts. Each counterpart will be deemed an "original."

**ARTICLE XIV**

**Merger**

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

**ARTICLE XV**

**Venue and Choice of Law**

The sole and exclusive venue for any disputes arising out of this agreement will be in the First Judicial District of the State of Idaho in Kootenai County. This agreement will be interpreted in accordance with Idaho law.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

**Elevate Academy North**

**City of Post Falls**

*MATTHEW S. STRONG*

\_\_\_\_\_  
EAN Charter Administrator

\_\_\_\_\_  
Randy Westlund, Mayor

DocuSigned by:  
*Erik Bullock*  
FCBD4D133D514AC

\_\_\_\_\_  
EAN Board of Director, Chair

**ATTEST:**

\_\_\_\_\_  
Shannon Howard, City Clerk

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Public Works Annexation Reasoned Decision (ANNX-26-2)

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**ITEM AND RECOMMENDED ACTION:**

This item is the final reasoned decision for the Public Works Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) acres into the City with a zoning designation of Industrial (I). The entirety of the site is generally located .18 miles east of the intersection of N. Pleasant View Road and W. Hargraves Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached 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 Public Works Annexation request on May 5th, 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. 2026.06.16 CC RD Public Works ANNX-26-2

**Public Works Annexation  
File No. ANNX-26-2  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: City of Post Falls

LOCATION: The properties are generally located .18 miles east of the intersection of N. Pleasant View Road and W. Hargraves Avenue.

REQUEST: Request to annex 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) acres into the City with a zoning designation of Industrial (I).

**B. RECORD CREATED:**

1. S-1 Vicinity Map
2. S-2 Zoning Map
3. S-3 Future Land Use Map
4. S-4 Planning & Zoning Minutes
5. S-5 Planning & Zoning Reasoned Decision
6. PA-1 PFSD Comments
7. PA-2 KCFR Comments
8. PA-3 Phillips 66 Comments
9. PA-4 DEQ Comments
10. PA-5 PFHD Comments
11. PA-6 Phillips 66 Comments
12. PA-7 PFHD Comments
13. PA-8 ITD Comments
14. PA-9 DEQ Comments
15. CC Staff Report
16. Testimony at the May 5, 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.

**Jon Manley, Planning Manager**

Mr. Manley presented the staff report for the Public Works Annexation, File No. ANNX-26-2. The applicant and property owner is the City of Post Falls. The request was to annex approximately 16.04 acres, including approximately 1.5 acres of right-of-way associated with West Hargrave Avenue, with an Industrial zoning designation.

Mr. Manley testified that the purpose of the annexation is to facilitate development of a future public works facility and future park site. He explained that the proposed annexation area lies west of Corbin Road and that annexation of the right-of-way was intentionally limited to the west side of Corbin Road.

Mr. Manley testified that the surrounding property to the west within the City is already zoned Industrial and that surrounding county properties to the north, east, and south remain large-lot rural parcels.

Mr. Manley explained that the City evaluated the possibility of a Public Reserve zoning designation; however, the site did not meet the twenty-acre minimum requirement necessary for that classification. He testified that the Industrial zoning designation was selected because it was compatible with the surrounding zoning pattern and consistent with the applicable Focus Area policies within the Comprehensive Plan. Mr. Manley reviewed uses permitted within the Industrial zone and testified that the proposal would support future public facilities and municipal services.

Mr. Manley further testified that the property is vacant, undeveloped, and located over the Rathdrum Prairie Aquifer. Water service would be provided by East Greenacres Irrigation District. Testimony established that City wastewater service is not currently available to the property and that interim septic systems could potentially be utilized if development occurs before sewer infrastructure is extended to the area. Corbin Road was identified as a major collector roadway and Hargrave Avenue as a local roadway connecting to Pleasant View Road, which functions as a minor arterial.

Mr. Manley testified that the property lies within the Business Commercial designation and the West Prairie Focus Area of the Comprehensive Plan. He explained that while Industrial zoning is not specifically identified as an implementing zone for the Future Land Use designation, the Focus Area specifically contemplates a mix of residential, commercial, and industrial uses between Corbin Road and Pleasant View Road.

Mr. Manley testified that the request supports Goal 1 relating to a balanced and resilient economy and Goal 7 regarding long-term land use planning and public service needs. He further testified that annexation of the Hargrave Avenue right-of-way would facilitate future urban improvements and transportation connectivity between corridors. Testimony established that the future public works site and future park location would assist the City in meeting long-term public service and park needs. Mr. Manley additionally explained that the proposed park site was being land-banked for future community needs as development expands westward.

**The hearing was opened for public comment.**

**Public Testimony: None 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?**

The Council finds that the proposed Industrial zoning designation is consistent with the Comprehensive Plan when the Future Land Use Map is evaluated together with the West Prairie Focus Area. The Council acknowledges that the Future Land Use Map designates the property as Business Commercial and that Industrial is not expressly listed as a standard implementing zone for that designation. The Council gives weight to that limitation and recognizes that the Business Commercial category generally emphasizes commercial, service, retail, professional office, light industrial, artisan manufacturing, mixed-use development, pedestrian connectivity, and compatibility among uses.

The Council also gives substantial weight to the West Prairie Focus Area, which identifies West Prairie as a transitional area where future residential, commercial, and industrial uses are expected, and specifically states that a mix of residential, commercial, and industrial uses is envisioned between Corbin Road and Pleasant View Road. The subject property lies within that geographic area. The transcript further reflects staff testimony that the request was intentionally limited to the west side of Corbin Road to avoid an extension east of Corbin that could be characterized as leapfrogging, and that the property to the west within the City is already zoned Industrial.

In weighing the evidence, the Council finds that the absence of Industrial as a standard implementing district under the Business Commercial designation is outweighed by the more site-specific West Prairie Focus Area language, the adjacent Industrial zoning pattern to the west, the limited public-facility purpose of the annexation, and the fact that the site is intended for a future public works facility and park rather than speculative private industrial development. The Council therefore concludes that the proposed zoning district is consistent with the Future Land Use Map and Focus Area.

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

The Council finds that the proposed Industrial zoning designation is consistent with the applicable goals and policies of the Comprehensive Plan relating to infrastructure planning, public services, transportation connectivity, and long-term community needs.

The Council finds the request supports Goal 1, which seeks to grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. Although the proposed annexation is not for private employment or commercial development, the Council finds that a future public works facility would support the City's ability to serve existing and future development in the West Prairie area. The Council gives weight to the facility's public-service nature and finds that improved municipal service capacity supports long-term community growth and fiscal resilience.

The Council finds the request supports Goal 7, which calls for planning and establishing types and quantities of land uses that support community needs and the City's long-term sustainability. The evidence shows that the site is intended for a future public works facility and a future park site. The Council gives weight to the fact that development may occur in phases or at a future date, but finds that reserving land for public facilities in advance of westward growth is consistent with long-term land use planning and community service needs.

The Council also finds the request supports Goal 12, maintaining the City's long-term fiscal health. The staff report explains that City services must be sustained through fiscal balance and accountability, and that locating City facilities to serve existing and future development may improve efficiencies. The Council weighs this benefit against the current lack of sanitary sewer service and finds that the lack of immediate sewer availability does not render the zoning inconsistent with Goal 12, because future development remains subject to infrastructure planning, health district review, and connection to the City's Water Reclamation System when service becomes available. The staff report specifically notes that sanitary sewer is not currently available, that the closest connection is more than one mile from the site, and that development before sewer availability would require Panhandle Health District approval for septic.

The Council finds the request is consistent with Policy 1, which supports land use patterns that maintain or enhance community levels of service, foster long-term fiscal health, maintain and enhance resident quality of life, promote compatible development, and implement adopted plans. The public works facility is intended to help maintain municipal service levels as the City grows, while the future park site supports quality-of-life and recreation objectives. The Council gives weight to the fact that no immediate development plan is being approved with this annexation, but finds that annexation and zoning of City-owned land for future public facilities is an appropriate step toward maintaining future levels of service.

The Council finds that the request is consistent with Policy 2, which directs the City to apply or revise zoning designations with careful consideration of future land use mapping, compatibility with surrounding land uses, and infrastructure and service plans. The Council acknowledges that surrounding county properties to the north, east, and south are generally large-lot rural properties, and that Industrial zoning is a more intensive zoning designation than those surrounding county uses. However, the Council gives greater weight to the property’s location within the West Prairie Focus Area, the existing Industrial zoning to the west, and the public nature of the proposed public works and park uses. The staff report also states that public works and park uses are generally not incompatible with surrounding uses, and that the proposed Industrial zone is compatible with the Industrial zone in the City to the west.

The Council finds that the request supports Policy 24, which calls for planning and protecting transportation corridors from encroachment, and for preserving adequate rights-of-way for future corridors and utility facilities. The annexation includes the W. Hargrave Avenue right-of-way and supports future improvements and connectivity to Corbin Road. The Council gives weight to the fact that Hargrave Avenue is presently undeveloped or underdeveloped in this area, but finds that annexing the right-of-way assists the City in planning for future urban improvements and preserving the corridor for public use.

The Council finds the request supports Policy 38, which calls for planning new development to ensure provision of public services at current levels of service or the levels identified in City-adopted master plans. The staff report states that the proposed public works facility will help sustain current levels of service and support levels established in City-adopted master plans, and that locating City facilities within Post Falls jurisdiction is preferred to enhance service delivery and operational effectiveness. The Council finds that this evidence directly supports the requested zoning.

The Council finds the request supports Policy 58, providing a full range of recreational opportunities and park facilities to Post Falls residents; Policy 60, maintaining adopted levels of service for parks, recreation, and open space and continuing to identify opportunities to acquire parkland; and Policy 63, ensuring annexations include means to assure the logical extension of Post Falls’ parks and open-space system. The Council gives weight to the fact that no immediate park construction is proposed, but finds that the City has acquired land for a future park and that the staff report identifies a one-half-mile future park service area. The Council finds that reserving this site for future park use supports the logical extension of park service as adjoining neighborhoods and the West Prairie area develop.

In weighing the evidence, the Council finds that the current lack of sanitary sewer service, the undeveloped condition of Hargrave Avenue, and the transitional rural context are relevant limitations. However, the Council finds that those limitations are outweighed by the public-service purpose of the annexation, the site’s location in an area planned for future residential, commercial, and industrial transition, the adjacent Industrial zoning to the west, the preservation of right-of-way for future transportation improvements, and the opportunity to plan for future public works and park levels of service. The Council therefore concludes that the proposed Industrial zoning designation is consistent with the relevant Comprehensive Plan goals and policies and that this criterion is satisfied.

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

The Council finds that the proposed Industrial zoning designation does not create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City.

The Council considered the evidence that City wastewater service is not presently available to the site and that the nearest sewer connection is more than one mile away. The Council finds this to be the principal service-related limitation in the record. However, the Council also considered testimony

that annexation does not commit the City to extend sewer to the property at City expense, that interim septic may be considered if development occurs before sewer is extended, and that any septic system would require applicable health district approval.

The Council further considered that the property is vacant and undeveloped, that water service is identified through East Greenacres Irrigation District, and that roadway and pedestrian improvements will be required upon site development. The staff report states that no demonstrable adverse impact on service delivery by a political subdivision was identified, and the agency-notification list included public service providers such as the Post Falls School District, Post Falls Highway District, Kootenai County Fire & Rescue, Department of Environmental Quality, Panhandle Health District, East Greenacres Irrigation District, and others.

In weighing the evidence, the Council finds that the lack of current sewer availability is a real infrastructure constraint, but not a demonstrable adverse impact caused by the zoning designation itself. Future development remains subject to applicable health, utility, public works, transportation, and environmental approvals. The Council gives additional weight to the absence of public testimony opposing the request and the absence of agency evidence identifying an adverse service impact by any other political subdivisions. The Council therefore concludes that this criterion is satisfied.

**D. REASONED DECISION OF THE CITY COUNCIL.**

The Council finds that the property is City-owned and is intended to support future municipal public works and park functions. Annexation reduces a county island, enhances connectivity will allow the City to plan for these public facilities within its own jurisdiction and to coordinate future transportation, public works, park, and utility planning as the West Prairie area urbanizes.

Based on the record developed during the public hearing process, including the staff report, agency comments, written public comment, applicant testimony, staff testimony, the recommendation of the Planning and Zoning Commission, and Council deliberation, the City Council finds that annexation of the City property is in the city's best interest of the City and that the requested zoning designation of Industrial (I) is consistent with the Post Falls Comprehensive Plan and satisfies the applicable review criteria.

The City Council hereby approves the annexation request and assigns the property a zoning designation of Industrial (I).

\_\_\_\_\_
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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Fisher Lift Station Annexation Reasoned Decision (ANNX-26-1)

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**ITEM AND RECOMMENDED ACTION:**

This item is the final reasoned decision for the Fisher Lift Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately .51 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R1) zoning. The entirety of the site is generally located at the northwest corner of North Howell Road and West Fisher Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached 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 Fisher Lift Station Annexation request on May 5, 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. 2026.06.05 CC RD\_Fisher Lift\_ANNX-26-1

**Fisher Lift Station Annexation  
File No. ANNX-26-1  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: City of Post Falls

LOCATION: The northwest corner of North Howell Road and West Fisher Avenue.

REQUEST: Request to annex .51 acres into the City with a zoning designation of Single Family Residential (R1).

**B. RECORD CREATED:**

1. S-1 Vicinity Map
2. S-2 Zoning Map
3. S-3 Future Land Use Map
4. S-4 Planning & Zoning Minutes
5. S-5 Planning & Zoning Reasoned Decision
6. PA-1 PFSD Comments
7. PA-2 KCFR Comments
8. PA-3 PFHD Comments
9. PA-4 Phillips 66 Comments
10. PA-5 DEQ Comments
11. PA-6 Phillips 66 Comments
12. PA-7 PFHD Comments
13. PA-8 ITD Comments
14. CC Staff Report
15. Testimony at the May 5, 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.

**Jon Manley, Planning Manager**

Mr. Manley presented the staff report for the Fisher Lift Station Annexation, File No. ANNX-26-1. The applicant and owner is the City of Post Falls. The request is to annex approximately 0.51 acres with a zoning designation of Single Family Residential (R-1). The purpose of the annexation is to facilitate relocation and expansion of the Fisher Lift Station so it may be properly sized to serve the surrounding area and future development. The subject property is located at the northwest corner of Howell Road and Fisher Avenue. The surrounding zoning includes R-1 and R-1S designations, with nearby lot sizes similar in character to R-1 development. The property is currently vacant and undeveloped. Water service would be provided by East Greenacres Irrigation District. Fisher Avenue is classified as a minor collector roadway, and Howell Road is classified as a local roadway.

Mr. Manley testified that the property lies within the Transitional designation on the Future Land Use Map and within the Central Prairie Focus Area. The Comprehensive Plan identifies the area for future growth that supports a mix of housing types, infrastructure planning, pedestrian connectivity, and coordinated public services.

Mr. Manley further testified that the proposed lift station expansion indirectly supports Comprehensive Plan goals and policies relating to infrastructure planning, future growth, public utilities, and long-term sustainability. Public Works identified the site as a suitable location to facilitate sewer system expansion and future service capacity within the Prairie Avenue corridor. Testimony indicated that Prairie Avenue is anticipated to widen in the future and that additional land use actions are expected within the surrounding area.

**The hearing was opened for public comment.**

**Public Testimony: None 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?**

The subject property lies within the Transitional future land use designation and the Central Prairie Focus Area. Staff testified that the R-1 zoning designation is consistent with surrounding zoning patterns and the Future Land Use Map.

The Council considered testimony that although no residential development is proposed on the site itself, the R-1 zoning designation remains compatible with the surrounding area and supports the Focus Area’s goals related to coordinated infrastructure, vehicular connectivity, and pedestrian improvements.

The Council weighed that the proposed use is a public utility facility rather than a residential development. That fact reduces the direct relationship between the request and the Central Prairie Focus Area’s housing and commercial development guidance. However, staff testified that the site is located within a sewer service area intended to support future growth, including anticipated land use actions near Prairie Avenue. The staff report further states that annexing the site will support the Central Prairie Focus Area policy points, as the expanded lift station will help meet growth demands along Prairie Avenue and other properties within its service basin.

The Council, therefore, gives greater weight to the infrastructure-support function of the request than to the absence of a residential structure on the parcel. The R-1 designation is also consistent with the nearby residential zoning pattern and lot character discussed by staff. The Council finds the proposed R-1 zoning designation consistent with the Future Land Use Map and Central Prairie Focus Area.

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

The Council considered the Comprehensive Plan goals and policies identified by staff and discussed during deliberation. The Council gives the greatest weight to Goal 7, Goal 12, Policy 1, and Policy 2, because those provisions were directly implicated by the evidence concerning public

utility planning, infrastructure capacity, service delivery, and long-term fiscal efficiency.

Goal 7 supports planning for land uses that meet community needs and promote long-term sustainability. The Council finds that this goal is implicated because the subject site is not being annexed for immediate residential construction, but to allow relocation and proper sizing of the Fisher Lift Station. Staff testified that Public Works selected the site because it is well located to facilitate expansion of wastewater service capacity within the surrounding service basin and the anticipated Prairie Avenue growth area. The staff report similarly states that the planned lift station upgrade may assist Goal 7 by supporting other undeveloped lands in the area.

Goal 12 supports the City's long-term fiscal health through efficient and effective public services. The Council finds that this goal is implicated because the evidence showed that a strategically located and properly sized lift station may reduce pressure on other facilities and may avoid less efficient utility service patterns. The staff report specifically notes that lift stations in strategic locations may assist long-term fiscal health by potentially reducing the number of lift stations to be maintained.

Policy 1 supports land use patterns that maintain or enhance community levels of service, foster long-term fiscal health, maintain resident quality of life, promote compatible development, and implement related master plans or facility plans. The Council finds the proposal supports Policy 1 because the annexation and R-1 zoning allow a public utility facility intended to maintain and improve wastewater service for the area. During deliberation, Council members specifically weighed that the project supports sanitary sewer service and helps ensure wastewater is conveyed appropriately. No evidence was presented that the zoning would reduce service levels.

Policy 2 requires zoning decisions to consider future land use mapping, compatibility with surrounding land uses, infrastructure and service plans, and existing and future traffic patterns. The Council finds the proposal satisfies Policy 2 for several reasons. First, the R-1 zoning is compatible with nearby residential zoning and surrounding single-family residential uses. Second, staff testified that lift stations are public facilities that can be located in any zoning district, and that the selected zoning should match the surrounding area. Third, the staff report states that the site is intended to allow construction of an improvement identified in the City's Water Reclamation Master Plan to address current and future service needs, and that the requested zoning conforms with the land use assumptions in that plan.

The Council also considered transportation-related evidence under Policy 2. Fisher Avenue is identified as a minor collector and Howell Road as a local roadway. The staff report states that future widening and urban frontage improvements will be required at the time of site development, and that the City purchased the lot with right-of-way and easement needs in mind. The anticipated use will generate minimal traffic, less than a typical single-family home.

The Council gives limited weight to policies relating primarily to direct housing production or commercial development because the project itself is a lift station and will not construct housing or commercial uses. However, the Council gives those policies some indirect weight because staff testified that the properly sized lift station will support future development capacity in the surrounding service basin, including areas near Prairie Avenue.

Therefore, the Council finds that the proposed R-1 zoning designation is consistent with the relevant Comprehensive Plan goals and policies because the most directly implicated policies favor coordinated infrastructure planning, compatibility with surrounding land uses, maintenance of public service levels, and fiscally responsible utility service, satisfying this criterion.

**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 the agency notice responses and staff testimony that no responding agency identified concerns with the proposed request. The Council also considered that the proposed zoning will facilitate relocation and proper sizing of a public wastewater lift station. Rather than creating a demonstrable adverse impact on the delivery of public services, the evidence indicates the proposal will improve or support the delivery of wastewater service in the area.

The Council gives significant weight to the absence of agency objections and the public infrastructure purpose of the request. No contrary public testimony or rebuttal evidence was presented. The Council therefore finds that the proposed zoning district does not create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City.

**D. REASONED DECISION OF THE CITY COUNCIL.**

Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the proposed annexation and zoning designation of Single-Family Residential (R-1) for the Fisher Lift Station annexation property is consistent with the Post Falls Comprehensive Plan and applicable review criteria. Additionally, the Council finds that the annexation is in the city’s best interest, as it reduces a county island, enhances connectivity, and supports the efficient provision of public services. The City Council hereby approves the applicant’s annexation request and zoning designation.

\_\_\_\_\_
Date

\_\_\_\_\_
Mayor

\_\_\_\_\_
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Prairie Annexation Reasoned Decision (ANNX-25-5)

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**ITEM AND RECOMMENDED ACTION:**

This item is the final reasoned decision for the Prairie Annexation, which was approved by the city council following a public hearing on May 19, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

**DISCUSSION:**

On May 19, 2026, the city council held a public hearing to consider a request to annex approximately 20 acres and associated rights-of-way into the City of Post Falls with Residential Mixed (RM) zoning. The entirety of the site is generally located north of West Prairie Avenue, approximately 1/3 of a mile east of the intersection of North Greensferry Road and West Prairie Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff 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 Annexation request on May 19, 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. 2026.06.05 CC RD\_Prairie Avenue ANNX-25-5

**Prairie Avenue Annexation  
File No. ANNX-25-5  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

- APPLICANT:** Drew Dittman, Lake City Engineering, on behalf of Copper Basin Construction
- LOCATION:** The property is located north of West Prairie Avenue, approximately 1/3 of a mile east of the intersection of North Greensferry Road and West Prairie Avenue.
- REQUEST:** March 17, 2026 – Initial request to annex approximately 20 acres within the City of Post Falls with a zoning request of Single Family Residential (R-1)
- May 19, 2026 – Continued Hearing to annex approximately 20 acres within the City of Post Falls with a zoning request of Residential Mixed (RM).

**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 Reasoned Decision
10. S-6 Annexation Agreement
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 PFHD Comments
14. PA-4 Phillips 66 Comments
15. PA-5 Phillips 66 Comments
16. PA-6 DEQ Comments
17. PA-7 BPA Comments
18. CC March 17, 2026 Staff Report
19. Testimony at the March 17, 2026 City Council public hearing
20. CC May 19, 2026 Staff Report
21. Testimony at the May 19, 2026 City Council public hearing:

The public hearings were 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.

**March 17, 2026 – Public Hearing****Justin Sauder, Associate Planner**

Presented the Prairie Avenue Annexation, File No. ANNX-25-5. Mr. Sauder detailed that the request is to annex approximately 20 acres into the City with a requested Single-Family Residential (R-1) zoning designation. Mr. Sauder testified that the site is north of West Prairie Avenue, east of Greensferry Road, is currently undeveloped, is located over the Rathdrum Prairie Aquifer, and would be served by the Ross Point Water District for water and the City of Post Falls for wastewater. He stated the City has the capacity and willingness to serve the property, that Prairie Avenue is a principal arterial and critical arterial corridor, and that additional right-of-way, easements, and future road widening would be required at development.

**Jon Manley, Planning Manager**

Mr. Manley provided additional planning context, explaining that prior higher-density applications for the property had been denied and that the applicant was seeking a zoning approach that could be supported. Mr. Manley explained that R-1 could be made compatible through required buffering from adjacent commercial, technology-mixed, or higher-intensity uses, with the party creating the incompatibility responsible for providing the buffer. He also discussed broader access and infrastructure questions, including the potential relationship between this site, adjacent properties, Cecil Road, Greensferry Road, and future development agreements.

**Robert Palus, City Engineer**

Mr. Palus testified regarding future transportation circulation and roadway planning. Mr. Palus stated that Lynn Street is anticipated to continue north from Prairie Avenue, although the final alignment remains speculative pending future development. He explained that long-term traffic planning anticipates restricted turning movements at Lynn Street and Prairie Avenue and that the future subdivision review could require a traffic study to determine whether access onto Prairie Avenue would create unsafe conditions or reduce arterial functionality. Mr. Palus further testified that annexation agreements could include conditions requiring traffic studies or coordinated roadway improvements if secondary access to Greensferry Road or Cecil Road is not established.

**Steve White, Copper Basin Construction, Applicant**

Mr. White testified that Copper Basin owns the subject property and property to the north, and that this was the third application involving the site. He stated the applicant was open to different residential zoning outcomes, including R-1, R-3, or Residential Mixed, and wanted to move the property forward. He acknowledged that R-1 was not necessarily the ideal fit because the property is surrounded by higher-intensity zoning, but stated the applicant would work with the City on a viable path.

**The hearing was opened for public comment.**

**Public Testimony:****David Leonard**

Mr. Leonard testified neutrally that the area needs more parks and open space. He stated that children in the area currently use drainage swales and homeowners association areas for play and sledding, and believes the subject property would be a good location for a park.

**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 criteria in City Code section 18.20.100.

During deliberations, Council members discussed the challenges created by the subject property's location, limited roadway access, and the relationship between the site and adjacent undeveloped properties. Councilmembers acknowledged that annexation of the county island generally supported the City's long-term planning objectives and transportation goals. Council voted to approve the annexation of the property.

However, substantial discussion occurred regarding whether the requested R-1 zoning represented the most appropriate coordinated land use pattern considering the surrounding commercial, technology mixed, and higher-density residential designations.

Several Councilmembers expressed concern that approving R-1 zoning in isolation could create future incompatibility with adjacent mixed-use and commercial development while also failing to adequately address long-term transportation circulation and connectivity for the larger area. Councilmembers discussed the possibility that a Residential Mixed zoning approach with integrated commercial and residential uses may better align with the surrounding development pattern and future Highway 41 corridor planning objectives. Councilmembers further discussed future coordination involving Cecil Road access, Greensferry Road connectivity, traffic mitigation, and annexation agreement provisions to ensure orderly infrastructure development.

Based on those concerns, the Council directed staff and the applicant to return with a different, coordinated zoning and development approach for the property and surrounding area that more comprehensively addresses transportation circulation and access connectivity through Lynn Street, compatibility with adjacent uses, and long-term infrastructure planning objectives.

**March 19, 2026 – Public Hearing****Jon Manley, Planning Manager**

Mr. Manley introduced the Prairie Avenue Annexation, File No. ANNX-25-5, located north of West Prairie Avenue between Greensferry Road and Highway 41. He explained that the annexation decision had already been made and that the matter before the Council was the assignment of zoning, with the revised proposal requesting Residential Mixed (RM) zoning.

Manley reviewed the procedural history of the property and prior zoning requests associated with the site. He testified that in June 2019, the City Council denied a proposal for High Density Multifamily Residential ("R-3") zoning. In March 2023, the Tullamore Vista proposal for RM zoning was denied. In October 2023, the Copper Basin Prairie annexation proposal, which included a mix of R-3 and Community Commercial Services ("CCS") zoning, was denied. Most recently, on March 17, 2025, the annexation was considered with an R-1 zoning proposal. Manley testified that the annexation itself was not the primary concern at that time, but rather issues related to zoning and roadway connectivity, using Lynn Street as the primary access onto Prairie for properties beyond the limits of this proposal.

Manley testified that the current proposal was revised from R-1 to Residential Mixed ("RM") zoning following the City Council's direction to work with staff and the applicant on a development agreement addressing connectivity concerns. He explained that the development agreement included conditions preventing roadway connections through Lynn Street until surrounding parcels provided improved connections to either Greensferry Road or Prairie Avenue. He testified that under the agreement, temporary dead-end streets and barriers would prevent through traffic until

the necessary roadway network improvements were completed.

Manley reviewed the surrounding zoning designations and testified that the area contains Community Commercial Services (CCS) zoning along the northwest section of the proposal, Community Commercial Mixed (CCM) zoning along the southwest section of the proposal, and Tech Mixed zoning to the northeast and east. He testified that portions of adjacent property already have approval for multifamily development. He further testified that the RM zoning district would allow a mix of housing types, including up to 20% multifamily residential uses and up to 10% commercial uses, providing flexibility and compatibility with surrounding land uses.

Manley testified that the proposal was consistent with the Future Land Use Map and the 41 North Focus Area of the Post Falls Comprehensive Plan. He explained that the RM zoning district may support attainable housing opportunities, provide flexibility for limited commercial uses along Prairie Avenue, and facilitate pedestrian and transportation improvements. He testified that annexation and development of the property would help complete sidewalk and roadway improvements along Prairie Avenue and improve pedestrian separation from future traffic along the corridor.

Manley testified that all relevant agencies were notified of the proposal and that no agency comments identified concerns regarding the provision of public services.

During Council questioning, the discussion focused on the development agreement language related to connectivity through Cecil Road, Greensferry Road, and Prairie Avenue. Manley testified that the intent of the agreement was to prevent premature traffic circulation through Lynn Street until roadway improvements and adequate connections to Prairie Avenue or Greensferry Road were completed. He explained that improvements to Cecil Road would be necessary before roadway connectivity through the development would be allowed.

#### **Drew Dittman, Applicant**

Drew Dittman of Lake City Engineering appeared on behalf of the applicant and property owner. Dittman testified that the annexation process had already been completed and that the current proceeding concerned only the zoning designation. He testified that the applicant had worked extensively with city staff, including Mr. Manley and Mr. Palus, to prepare the submitted development agreement language addressing the Council's concerns regarding roadway connectivity. Dittman stated that the applicant believed the proposed development agreement adequately addressed those concerns and was present to answer Council questions.

**The hearing was opened for public comment.**

#### **Public Testimony:**

##### **Pete Holley, Fire Chief for Kootenai County Fire and Rescue ("KCFR"),**

Chief Holley testified neutrally regarding annexations generally rather than the specific property. Chief Holley stated that KCFR remains neutral on annexation and land-use decisions, explaining that annexation decisions are the responsibility of elected officials, property owners, and the community. He testified that annexation does not change KCFR's response obligations because the same fire stations and equipment continue serving the area regardless of city or county jurisdiction.

Chief Holley testified that KCFR's role is limited to evaluating development proposals for compliance with applicable fire and life safety codes, including occupancy type, emergency access, water supply, fire flow, and suppression systems. He stated that KCFR does not advocate for or against annexation proposals and does not use public safety considerations as a political tool in land use decisions.

**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:**

The City Council evaluated the annexation and zoning request in two stages. On March 17, 2026, the Council considered the applicant’s request to annex approximately 20 acres with an initial zoning designation of Single-Family Residential (R-1). After receiving staff testimony, applicant testimony, and public comment, the Council determined that annexation of the property was in the City’s best interest. Council then separated the legislative annexation decision from the quasi-judicial zoning decision and continued the hearing on zoning so the property could be re-noticed for a possible Residential Mixed (RM) zoning designation, so staff and the applicant could return with development agreement language addressing Council’s circulation and access concerns.

At the continued May 19, 2026, hearing, the request before Council was the assignment of RM zoning to the annexed property. Staff explained that the revised proposal responded to Council’s March 17 direction, including development agreement language intended to prevent Lynn Street from becoming the primary through-access for adjacent future development until improved connections to Prairie Avenue or Greensferry Road are available. Staff specifically identified Development Agreement Section 5.2.7 as the mechanism for limiting through-connections until surrounding parcels provide improved connections to Greensferry Road or Prairie Avenue. The Council then evaluated the RM zoning request under the three zone-change criteria in Post Falls Municipal Code Section 18.20.100.

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

The Council finds that the proposed RM zoning district is consistent with the Future Land Use Map and the 41 North Focus Area.

The Future Land Use Map designates the subject property as Transitional. Staff testified that Transitional-designated lands are suitable for growth, with timing and appropriate zoning guided by the applicable focus area and by compatibility with adjacent City zoning and uses. The RM zoning district may be applied in Transitional areas, and the City Code describes it as intended to accommodate a mixed residential community with a variety of housing types and limited neighborhood commercial or office uses, where services and infrastructure are available.

The Council weighed the evidence regarding the original R-1 request against the surrounding land use pattern. R-1 would have provided compatibility with existing single-family homes to the west and south. However, the record also showed that the subject property is not located in an isolated low-density residential area. Rather, it is north of Prairie Avenue, near Highway 41, and adjacent to or near lands planned or zoned for Community Commercial Services, Community Commercial Mixed, Technology Mixed, with multifamily and commercial uses. Staff described the properties north and east as undeveloped City lands intended for multifamily and some commercial uses along Prairie Avenue, with commercial zoning and existing single-family development also present in the broader area.

Council therefore found that RM better fits the larger planning context than R-1. The 41 North Focus Area anticipates Highway 41 as a retail, mixed-use residential, and services corridor, with residential growth supporting commercial uses, strategically located land uses, trails, and an interconnected walkable street network. The Council specifically considered that RM would allow a broader range of residential types, limited commercial along or near Prairie Avenue, and a transition between existing lower-intensity residential uses and the higher-intensity commercial, technology, and multifamily uses planned or approved nearby. The Council also considered that R-1 in this location could create

additional buffering burdens or incompatibilities for surrounding higher-intensity properties, whereas RM more closely aligns with the corridor's mixed-use and transitional character.

The Council further finds that the development agreement is material to this criterion. Council's principal concern with greater intensity was not simply the label of the zone, but whether traffic from this property and nearby properties would be forced prematurely through Lynn Street to Prairie Avenue. The revised development agreement addresses that concern by restricting through-connection until improved connections are available. This mitigation allows the RM zone to better satisfy the 41 North Focus Area's direction for coordinated interconnected development without allowing premature or unsafe circulation patterns.

For these reasons, Council finds that the RM zoning designation is consistent with the Future Land Use Map and 41 North Focus Area and concludes that this criterion is met.

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

The Council finds that the RM zoning district is consistent with the Comprehensive Plan's relevant goals and policies. The Council's finding is based on the particular facts of this site, including its location along Prairie Avenue, proximity to Highway 41, surrounding commercial, technology, and multifamily zoning, available sewer and water service, the need for Prairie Avenue right-of-way and frontage improvements, and the revised development agreement addressing Lynn Street and future circulation.

Council finds that RM better advances Goal 1 than the original R-1 proposal in this location. Staff testified that RM allows a variety of single-family housing types, up to 20% multifamily residential, and up to 10% neighborhood commercial. That flexibility supports a housing stock near existing and future commercial and technology uses in the Highway 41/Prairie Avenue area. The Council weighed this against the lower-intensity certainty of R-1 and found that, while R-1 would reduce intensity, RM better supports the Comprehensive Plan's objective of a balanced economy by placing additional housing and limited neighborhood commercial opportunity near a corridor planned for employment, services, and mixed-use activity. This supports residents' ability to live near services and future employment areas, as well as nearby commercial uses.

Council finds that RM is consistent with Goal 5 because it allows the site to function as a transitional neighborhood form rather than a single-use low-density enclave surrounded by higher-intensity uses. Council considered testimony and deliberation that well-placed density near Prairie Avenue, Highway 41, and Greensferry Road can help preserve lower-intensity character in other parts of the City while placing more intense residential development where the transportation and land use pattern is more appropriate. Council also considered that RM, through City standards and the required development agreement, can support pedestrian-friendly design, neighborhood-scale commercial services, and varied housing types while still requiring future development review for site design, access, buffering, and infrastructure.

Council finds that RM more strongly satisfies Goal 7 than R-1 on this record. The subject property is located in an area expected to urbanize and is substantially surrounded by City lands or City-planned development. The surrounding pattern includes commercial, technology, and multifamily uses, and the 41 North Focus Area anticipates mixed-use residential and service uses. RM provides a more sustainable transition among those uses by allowing a mix of housing types and limited commercial uses, rather than restricting the property to only low-density single-family residential. Council found this was a better long-term land use pattern for this corridor.

Council finds that Policy 1 is satisfied. The record shows that impact fees will be paid at the time of permitting, that future development must meet City design standards, that transportation impacts and utility capacity are reviewed by City staff, and that the development agreement provides a

mechanism to address circulation impacts. The Council weighed concerns about additional intensity against the evidence that RM development would remain subject to City standards, the development agreement, and future subdivision/site review. Council found that RM can maintain service levels while better implementing the mixed-use and transportation objectives for this area.

Council finds that Policy 2 is directly implicated and satisfied. Council considered the Future Land Use Map's Transitional designation, the 41 North Focus Area, the surrounding commercial, technology mixed, multifamily, and residential context, and the existing and planned transportation network. The Council also considered staff testimony that Prairie Avenue is a principal arterial and critical arterial corridor requiring future widening, that Lynn Street is a local roadway, and that future access and traffic impacts would be addressed through City review and the development agreement. The Council gave particular weight to the revised development agreement because it addressed the March 17 concern that nearby development could create unnecessary traffic on Lynn Street before adequate connections to Prairie Avenue, Cecil Road, or Greensferry Road are available.

Council finds that RM satisfies Policy 15 more fully than R-1. R-1 would provide land for single-family housing, but RM allows a broader range of housing types and densities. Staff and Council specifically discussed RM's ability to provide a range of housing options, including some multifamily opportunities. Council found that the subject property's location near Prairie Avenue and the Highway 41 corridor makes it an appropriate place to provide housing variety while still relying on later development review and the development agreement to address design and circulation impacts.

Council finds that Policy 24 is satisfied because annexation and future development will secure the required Prairie Avenue right-of-way and easements. Staff identified the need for a 55-foot half-road right-of-way measured from the Prairie Avenue section line and a 15-foot sidewalk, drainage, and utility easement. Staff further explained that the Prairie Avenue right-of-way dedication would help complete right-of-way acquisition between Greensferry Road and Cecil Road for Transportation Master Plan purposes. Council gave this evidence significant weight because Prairie Avenue is a principal arterial and a critical arterial corridor.

Council finds that Policy 26 is satisfied. The record shows that development of the annexed property will require pedestrian improvements, including a multi-use pathway or sidewalk/trail continuity along Prairie Avenue. Council specifically discussed that the zoning and annexation would improve pedestrian connectivity, including sidewalks, trails, and bicycle paths. This was a meaningful factor in favor of RM because the zone supports a more walkable residential pattern near commercial and service uses than the original isolated R-1 approach.

Council finds that Policy 27 is satisfied, subject to the protections in the development agreement. The Council's deliberations show that street connectivity was a central issue. Council did not simply accept increased intensity without mitigation. Instead, Council continued the hearing so staff and the applicant could address the concern that Lynn Street could become the default outlet for traffic from this and nearby properties before the larger network is complete. At the continued hearing, staff explained that the development agreement would prevent through-connections until improved access to Prairie Avenue or Greensferry Road is available, including physical separation or barriers if necessary. Council found that this approach supports eventual connectivity while preventing premature impacts on circulation.

Council finds that Policy 33 is satisfied. Annexation and RM zoning will allow the City to require Prairie Avenue frontage improvements, preserve right-of-way and easements, and coordinate Lynn Street, Cecil Road, Greensferry Road, and Prairie Avenue circulation through future development review and the development agreement. Council weighed the concern that RM could increase trips against the evidence that R-1 would not solve the broader circulation issue and could create a less coherent long-term development pattern. Council found that RM, with the development agreement,

better preserves the long-term circulation pattern.

Based on the foregoing, Council finds that the RM zoning designation is consistent with the relevant Comprehensive Plan goals and policies. Council specifically finds that the evidence supporting RM outweighs the evidence supporting retention of the original R-1 request because RM better implements the corridor and transitional planning objectives for this site, provides housing variety, allows limited neighborhood commercial opportunity, supports Prairie Avenue improvements and pedestrian connectivity, and addresses circulation concerns through the development agreement.

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

The Council finds that the proposed RM zoning district does not create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City.

The Council considered agency comments and hearing testimony. The Post Falls School District remained neutral; Kootenai County Fire and Rescue indicated it would coordinate at the time of development; the Post Falls Highway District indicated it would comment at the time of subdivision; and other notified agencies did not identify facilities or service impacts that would prevent the RM zoning. The May staff report states that no demonstrable adverse impact on service delivery has been identified.

The Council also considered KCFR's testimony at the continued hearing. KCFR did not oppose the annexation or RM zoning. Rather, KCFR explained that annexation typically involves property already within its service area and that its role is to review future development for fire and life-safety issues, including access, water supply, fire flow, occupancy type, and operational impacts. Council gave that testimony weight because it confirmed that no present service-delivery objection had been raised to the zoning designation, while also preserving KCFR's ability to review future development under applicable codes.

The Council further finds that traffic and access concerns, while significant, were addressed through the development agreement and future development review and do not constitute a demonstrable adverse impact upon service delivery by a political subdivision. Prairie Avenue improvements, right-of-way dedication, access control, traffic review, and limitations on the Lynn Street connection will be addressed through the annexation/development agreement and subsequent subdivision or development approvals.

For these reasons, Council finds that this criterion is met.

**D. REASONED DECISION OF THE CITY COUNCIL.**

After weighing the entire record, the City Council finds that annexation of the property is in the best interest of the City and that the Residential Mixed zoning designation satisfies the applicable zone-change criteria in Post Falls Municipal Code Section 18.20.100. The Council finds that the RM zoning designation, together with the development agreement, better implements the Comprehensive Plan and 41 North Focus Area than the originally requested R-1 zoning because RM more appropriately responds to the property's location near Prairie Avenue and Highway 41, the surrounding commercial, technology, and multifamily land use pattern, the need for diverse housing types, the need for coordinated transportation improvements, and the need to prevent premature use of Lynn Street as a through-access route before improved connections are available.

REASONED DECISION

The Council therefore approves the assignment of the Residential Mixed zoning designation to the Prairie Avenue Annexation, File No. ANN-25-5, subject to the annexation and 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  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Prairie Annexation and Development Agreement (ANNX-25-5)

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**ITEM AND RECOMMENDED ACTION:**

This item is the Annexation and Zoning Agreement related to the Prairie Annexation, which was approved by the city council following a public hearing on May 19, 2026. Staff requests that the city council review and approve the corresponding Development Agreement. No presentation is planned on this item.

**DISCUSSION:**

On May 19, 2026, the city council held a public hearing to consider a request to annex approximately 20 acres and associated rights-of-way into the City of Post Falls with the Residential Mixed (RM) zoning. The site is located north of Prairie Avenue, approximately 1/3 of a mile east of the intersection of Greensferry Road and Prairie Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request. Staff has prepared the attached Development and Annexation Agreement to correspond with the Prairie Annexation.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

City Council heard and approved the Prairie Annexation request on May 19, 2026.

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. 2026.4.30 Updated Prairie Annexation Development Agreement (1)

# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Prairie Annexation (File Nos. ANNX-25-5)

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 **Copper Basin Construction, Inc.**, an Idaho Corporation, with its principal place of business at 505 E. Front Ave., Ste. 301 Coeur d'Alene, ID 83814-2776.

WHEREAS, Copper Basin Construction, Inc., (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 descriptions and depictions of the Properties are attached hereto as Exhibit "A"; and

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The property is located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave. 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, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City and comply with City submittal standards. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. 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 authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
  - 3.2.2. Sewer Service Basin Revisions: Owner acknowledges that development of the northern 10-acres of the Property is conditioned upon required revisions to the sewer service basin to direct all sewer flows south. Prior to development of the northern portion, Owner is required to complete mass grading to achieve southerly flows. If mass grading efforts are insufficient to divert all sewer flows to the south, those portions of the Property that cannot be serviced by southerly gravity sewer flows will not be developed until such time as gravity sewer service is available from either the west or the north.
- 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, 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.
- 3.6 Prairie Avenue Access: The Owner acknowledges that access to Prairie Avenue is restricted as part of the roadway's classification as a Principle Arterial and is a Critical Arterial Corridor. Upon connection of this Property, via future roadway development on adjoining lands, to Cecil Rd. or Greensferry Rd., the existing roadway access point on Prairie Avenue is subject to revision and restricted access by the City.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15 foot wide public easement along Prairie Avenue for utilities, sidewalks, and storm drainage.
  - 4.1.2. By grant of rights-of-way in a form acceptable to the City, Owner will grant public rights-of-way to the City of Post Falls along Prairie Avenue at a distance of 110 feet from the existing southern rights-of-way for Prairie Avenue.
  - 4.1.3 As part of development of the Property, Owner is required to create a connection point for a Gallop Lane connection inline with Gallop Lane to the west of Greensferry Road.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

#### ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
  - 5.1.1. Double Fronted Lots: Where double fronted single-family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along arterials and

- major collector roadways to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10') wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City's street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner's association must be established to maintain the buffer.
- 5.1.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
- 5.1.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15').
- 5.1.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40') wide. Front loaded duplex lots must be a minimum of fifty feet (50') wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50') measured at the front setback line.
- 5.1.5. Open Space: As part of the preliminary plat for this project area, the required 7% open space requirement for the RM zoning district shall be identified.
- 5.2.6. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. Required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.
- 5.2.7. Roadway Connectivity: No internal roadway shall provide a connection to parcels P-0000-024-5000, P-0000-024-5330, P-0000-024-6600, P-0000-024-6070, and P-0000-024-6220 as depicted in Exhibit B, until said parcels have provided an improved connection to either Greenferry Road or Prairie Avenue. The purpose of this condition is to discourage reliance on the future "access-restricted" Lynn Street connection as a primary access point to Prairie Avenue for development beyond the scope of this project.

## ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

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

#### ARTICLE VII. MISCELLANEOUS

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

instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.





## Exhibit A

### Annexation Description

A parcel of land being the West half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

**Commencing at** the South Quarter corner of said Section 24 being a 1/2 inch rebar with illegible yellow plastic cap per CP&F Instrument Number 2625186000, Records of Kootenai County, from which the Southwest corner bears North 89°42'22" West a distance of 2651.31 feet; thence along the South line of said Southwest Quarter, North 89°42'22" West a distance of 662.83 feet to a point on the City of Post Falls Boundary and also the **True Point of Beginning**;

thence continuing along said City of Post Falls Boundary, North 89°42'22" West a distance of 662.83 feet to a point on the East line of the Southwest Quarter of said Southwest Quarter of Section 24;

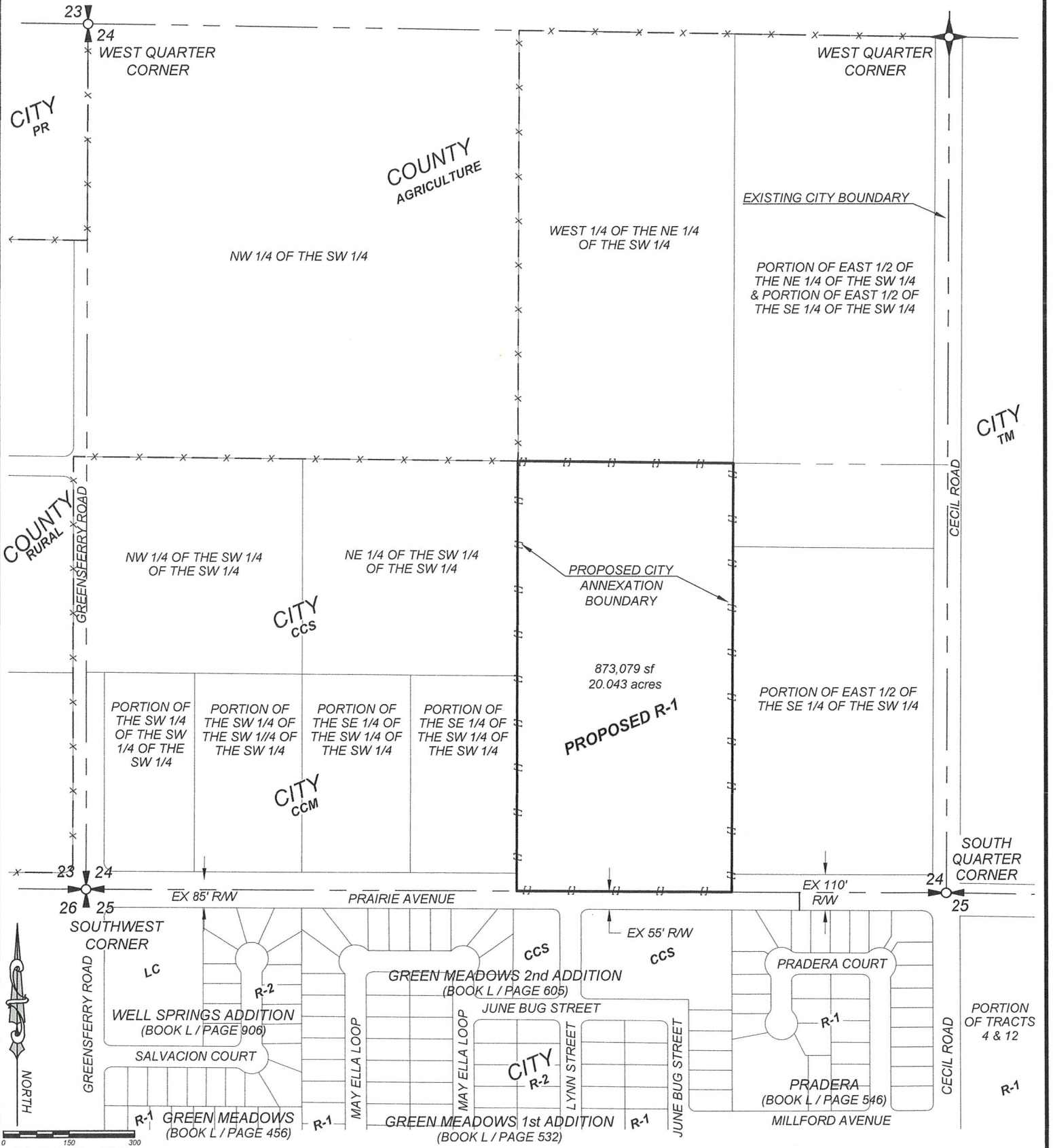
thence continuing along said City of Post Falls Boundary and along said East line, North 00°09'56" East a distance of 1317.65 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the South line of the Northeast Quarter of said Southwest Quarter, South 89°25'14" East a distance of 664.06 feet to the Northwest corner of the East half of said Southeast Quarter of the Southwest Quarter of Section 24;

thence continuing along said City of Post Falls Boundary and along the West line of said East half of the Southeast Quarter of the Southwest Quarter, South 00°13'07" West a distance of 1314.34 feet to the **True Point of Beginning**;

said parcel containing 20.043 acres of land, more or less.

# VICINITY MAP



LAKE CITY ENGINEERING  
 126 E. POPLAR AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208.676.0230  
 WWW.LAKECITYENGINEERING.COM

**VICINITY MAP**  
 PORTION OF THE WEST HALF OF THE SOUTHEAST  
 QUARTER OF THE SOUTHWEST QUARTER  
  
 SW 1/4, SEC. 24, T 51 N, R 5 W,  
 B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	09/15/2025
JOB NO:	LCE 25-053
FILE:	25-053-ANNX XBT.dwg

# EXHIBIT B

Prairie Avenue Area Development Agreement  
Portion of the SW 1/4 Section 24 Township 51 N., Range 5 W.

West 1/4 Corner  
Section 24 Township 51 N., Range 5 W.

W 1/2 NE 1/4 SW 1/4

W 1/2 W 1/2 SW 1/4

Tax #27648

Tax #27649

Greensferry Rd

Prairie Ave

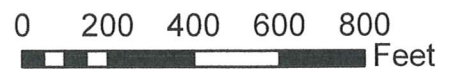
South West Corner  
Section 24 Township 51 N., Range 5 W.

Cecil Rd

Lynn St

Millford Ave

Corrine Ln



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** North Chase Place Annexation Reasoned Decision (ANNX-25-8)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the final reasoned decision for the North Chase Place Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately 4.98 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R1) zoning. The entirety of the site is generally located on the southwest corner of North Chase Road and West Fisher Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached 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 North Chase Place Annexation request on May 5th, 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. 2026.06.16 CC RD North Chase Place ANNX-25-8

**North Chase Place Annexation  
File No. ANNX-25-8  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Merle Van Houten of Van Houten Consulting & Design, LLC  
 OWNER: Donald Smock  
 LOCATION: The property is generally located on the southwest corner of North Chase Road and West Fisher Avenue.  
 REQUEST: Request to annex 4.98-acres into the City with a zoning designation of Single Family Residential (R-1)

**B. RECORD CREATED:**

1. A-1 Annexation Application
2. A-2 Narrative.
3. A-3 Will Serve
4. A-4 Authorization Letter
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 - Zoning Recommendation
10. S-6 Annexation Agreement
11. PA-1 PFSD Comments
12. PA-2 KCFR Comments
13. PA-3 ITD Comments
14. PA-4 Phillips 66 Comments
15. PA-5 DEQ Comments
16. PA-6 PFHD Comments
17. PA-7 Phillips 66 Comments
18. PA-8 PFHD Comments
19. PA-9 ITD Comments
20. PC-1 North Chase Place HOA Comments
21. PC-2 Pratt Comments
22. CC Staff Report
23. Testimony at the May 5, 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 North Chase Place Annexation, File No. ANNX-25-8. The applicant is requesting annexation of approximately five acres into the City of Post Falls, with Single Family Residential (R1) zoning. Mr. Sauder stated that the property is located at the southwest corner of Chase Road and Fisher Avenue and is currently undeveloped, surrounded by single-family residential uses, farmland, and an R1 subdivision to the south. He testified that the Future Land Use designation is Low Density Residential, that R1 is compatible with nearby R1 and R1S development, and that the site is within the Central Prairie Focus Area, which supports single-family housing and a variety of housing types and densities. Mr. Sauder further stated that East Greenacres Irrigation District would provide water service, the City of Post Falls has the capacity and willingness to provide wastewater service to the entire site, and additional rights-of-way and easements would be required as part of annexation.

**Robert Palus, City Engineer**

Mr. Palus addressed questions regarding wastewater service and transportation access. Mr. Palus explained that city staff and the applicant's engineer resolved prior elevation and sewer grade concerns, allowing wastewater service to be extended to the entire site without waiting for the Fisher lift station. He also clarified that Coleman Street would extend to Fisher Avenue as part of future subdivision review, that no road access would be allowed from Coleman Street to Chase Road due to Chase Road's classification, and that the existing emergency access area would continue as pedestrian access, subject to the city's easement and later coordination.

**Merle Van Houten, Applicant Representative**

Mr. Van Houten testified on behalf of property owner Donald Smock in support of annexation and R1 zoning. Mr. Van Houten stated that the proposal would allow a standard R1 subdivision of approximately 20 lots, continuing the development pattern and lot configuration of the existing subdivision to the south. He testified that the property is an infill county island surrounded by city development, that Coleman Street would logically extend through the site to Fisher Avenue, and that Chase Road and Fisher Avenue frontage improvements, sidewalks, a multi-use path, and pedestrian connectivity would be provided with development. He concluded that the proposal meets the annexation and zoning criteria because R1 is an implementing zone for the Low Density Residential designation, the Central Prairie Focus Area supports single-family housing, and no adverse agency comments were received.

**The hearing was opened for public comment.**

**Public Testimony:****Frank Pratt**

Mr. Pratt testified neutrally on behalf of the homeowners association located south of the proposed annexation area. He stated that the homeowners association owns the emergency access tract located between Coleman Street and Chase Road and expressed concern that discussions regarding future pedestrian access and trail improvements had occurred without direct involvement of the homeowners association. Mr. Pratt testified that the homeowners association was not opposed to pedestrian access improvements but requested future discussions regarding the tract and expressed concerns about potential traffic impacts and speeding within the neighborhood. He also requested consideration of future traffic calming measures along Coleman Street.

**Rebuttal:**

**Merl Van Houten, Applicant Representative**

Mr. Van Houten testified that concerns regarding the emergency access tract and future pedestrian improvements were separate from the annexation request itself. He clarified that neither the applicant nor the property owner owned the emergency access tract and that future design coordination involving the homeowners association would occur during subsequent subdivision and development review processes.

**Rob Palus, City Engineer**

Mr. Palus clarified that the city obtained an emergency access and public access easement when North Chase Place was originally platted. He stated that the city would work with the HOA once the project proceeds into design and confirmed that the tract is already within the city and that the current decision concerns annexation of the applicant's property.

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

**C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:**

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

The Council finds that the proposed Single Family Residential (R-1) zoning designation is consistent with the Future Land Use Map and the Central Prairie Focus Area of the adopted Comprehensive Plan. The Future Land Use Map designates the subject property Low Density Residential, a designation that includes single-family residential uses up to eight dwelling units per acre. The staff report further identifies R-1 as an implementing zoning district for Low Density Residential in the Central Prairie Focus Area.

In weighing the evidence, the Council gave substantial weight to the staff report and staff testimony that the property is currently undeveloped, lies within an area planned for low-density residential use, and is adjacent to low-density residential land use designations on all sides. The Council also credited evidence that the proposed R-1 zoning is compatible with existing single-family development to the north, west, and south, including R-1-S development to the north and west and an R-1 subdivision to the south. The property east of Chase Road is not developed under the same city zoning pattern, but the Council found that its Low Density Residential future land use designation and its separation by Chase Road do not make the requested R-1 zoning inconsistent with the Comprehensive Plan.

The Council also considered the Central Prairie Focus Area's direction to support a variety of housing types and densities, maintain quality standards, and emphasize pedestrian access and neighborhood connections. The Council found that R-1 zoning advances those policies because it allows a single-family residential product that is somewhat different from the larger-lot R-1-S areas while remaining compatible with the existing R-1 subdivision to the south. The Council further credited testimony that future development would extend Coleman Street, provide frontage improvements along Chase Road and Fisher Avenue, and improve pedestrian connectivity through sidewalk and pathway improvements.

The Council considered public testimony regarding the HOA-owned emergency access tract and concerns about traffic and pedestrian improvements. The Council found that those concerns did

not show inconsistency with the Future Land Use Map or Central Prairie Focus Area. Rather, the evidence showed that detailed layout, traffic-calming design, and treatment of the existing emergency/public-access issue will be addressed during later subdivision and construction review. Therefore, the Council concludes this criterion is met.

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

The Council finds that the proposed R-1 zoning is consistent with the relevant goals and policies of the Comprehensive Plan, including those relating to housing, infill development, annexation of county islands, transportation connectivity, pedestrian access, and efficient provision of services.

The Council finds the proposal supports Goal 1, which seeks to grow and sustain a balanced, resilient economy for Post Falls by providing community prosperity and fiscal health. The Council credited evidence that the R-1 zone allows single-family residential development, which staff identified as a housing product that remains in demand in Post Falls. The Council further found that additional housing in this location supports the City's economic base by providing residential opportunities within City limits near existing and planned services.

The Council finds the proposal supports Goal 5, which seeks to keep Post Falls neighborhoods safe, vital, and attractive. The Council gave weight to testimony that future development would extend Coleman Street north to Fisher Avenue, provide frontage improvements along Chase Road and Fisher Avenue, and include sidewalks, a multi-use path, and pedestrian connectivity. The Council found that these improvements support neighborhood vitality and pedestrian access while allowing final design details to be addressed through subdivision and construction review.

The Council finds the proposal supports Goal 12, which seeks to maintain the City's long-term fiscal health. The Council credited evidence that the property is an infill county island or pocket surrounded by City development and that annexation would bring the property into the City's service and tax structure without materially expanding the City's development footprint. Council members specifically found the request was not "annexation for the sake of annexation," but a fitting infill annexation that improves connectivity and provides housing without expanding the City's footprint.

The Council also finds the proposal is consistent with Policy 1, which supports land use patterns that maintain or enhance community levels of service, foster long-term fiscal health, promote compatible and well-designed development, and implement the Comprehensive Plan and facility plans. The Council gave substantial weight to the staff report, applicant testimony, and Council deliberation, showing that City wastewater service can be provided, that water service is available through East Greenacres Irrigation District, and that transportation improvements, right-of-way dedication, easements, and applicable impact fees will be addressed through annexation and later development review.

The Council further finds the proposal consistent with Policy 8, which encourages compatible infill development of vacant and underutilized parcels, and Policy 9, which encourages annexation of county islands within the City. The Council gave substantial weight to evidence that the subject property is vacant, surrounded by or near City development, and represents logical infill development. The Council found that annexation and R-1 zoning would allow residential use of the property without creating an isolated or incompatible development pattern.

The Council considered contrary or cautionary evidence from Mr. Pratt regarding potential speeding and cut-through traffic on Coleman Street and the HOA's concern that it had not yet been sufficiently included in discussions about the emergency access tract. The Council found those concerns credible and appropriate for further coordination, but did not find that they outweighed the evidence supporting R-1 zoning. The Council relied on staff and engineer testimony that the emergency access tract is already inside the City, is subject to existing emergency and public access, and that the City would

work with the HOA during design review once the annexation and subsequent development process move forward. The Council further found that traffic-calming details and final roadway design are matters for subdivision and construction review, not grounds to reject the initial R-1 zoning where the zoning itself is consistent with the Comprehensive Plan, and the transportation evidence did not identify a capacity failure.

After weighing the staff report, applicant testimony, public testimony, agency comments, and Council deliberation, the Council concludes that the proposed R-1 zoning is consistent with the relevant goals and policies of the Comprehensive Plan and that 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 that the proposed R-1 zoning does not create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the City.

The Council gave substantial weight to the staff report, agency comments, and City staff testimony. The record shows that the City of Post Falls will provide wastewater service. Staff clarified at the hearing that prior concerns regarding sewer depth and timing had been resolved through coordination between City staff and the applicant’s engineer, allowing wastewater service to be extended to the entire site without waiting for the Fisher Avenue lift station.

The Council also credited the staff report’s transportation analysis, which found that Chase Road, Fisher Avenue, and Coleman Street are operating below their applicable capacities and that development at the requested R-1 zoning is consistent with the assumptions in the Transportation Master Plan. The Council found that required right-of-way dedication, easements, frontage improvements, and payment of applicable impact fees provide a reasonable mechanism to address transportation impacts associated with future development.

The Council considered public testimony regarding traffic, speeding, and the HOA-owned emergency access tract. The Council found that these concerns are legitimate neighborhood design issues, but they do not demonstrate that any political subdivision will be unable to provide services as a result of the proposed R-1 zoning. The Council further found that the emergency access tract is already within the City, and that final treatment of that tract and any traffic-calming measures can be addressed through later subdivision, engineering, and design review.

The Council also considered the concern raised during deliberation that the fire district and the public school district have sought levies due to broader funding needs. The Council did not disregard that concern. However, Council gave greater weight to the fact that the routed agencies did not identify a project-specific objection, service-capacity failure, or mitigation requirement for this annexation and zoning request. Council further noted during deliberation that if those agencies believed their levy needs were directly tied to this development, they had an opportunity to comment on the record.

After weighing the agency responses, staff analysis, public testimony, and Council discussion, the Council finds that the record does not establish a demonstrable adverse impact on the delivery of services by any political subdivision. This criterion is met.

**D. REASONED DECISION OF THE CITY COUNCIL.**

The Council finds that the annexation reduces an existing county island or pocket, supports compatible infill residential development, improves vehicular and pedestrian connectivity, and uses existing and planned public infrastructure efficiently.

Based on the record developed during the public hearing process, including the staff report, agency comments, written public comment, public testimony, applicant testimony, staff testimony, the

REASONED DECISION

recommendation of the Planning and Zoning Commission, and Council deliberation, the City Council finds that annexation of the North Chase Place property is in the best interest of the City and that the requested Single Family Residential (R-1) zoning satisfies the applicable review criteria.

The City Council hereby approves the annexation request and assigns the property a zoning designation of Single Family Residential (R-1), subject to the annexation agreement and applicable City requirements.

\_\_\_\_\_ 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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** North Chase Place Annexation and Development Agreement (ANNX-25-8)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the Annexation and Zoning Agreement related to the North Chase Place Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the corresponding Development Agreement. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately 4.98 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R1) zoning. The site is located on the southwest corner of Chase Road and Fisher Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached Development and Annexation Agreement to correspond with the North Chase Place Annexation.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

City Council heard and approved the North Chase Place Annexation request on May 5, 2026.

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Applicant Signed\_Agreement - North Chase First Add - Signed 04-14-26

**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 Donald R. Smock, with a principal place of business at 1000 Northwest Blvd., Coeur d' Alene, ID 83814.

WHEREAS, Donald R. Smock, (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 [Subject]. A copy of the approved Reasoned Decision for the [Subject] 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

Donald R. Smock

By: \_\_\_\_\_  
Randy Westlund, Mayor

By: Donald R Smock  
Donald R Smock, Owner

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 14<sup>th</sup> 2026 by **Donald R. Smock** as the **Owner**, on behalf of whom the instrument was executed.



KJR  
Notary Public for the State of IDAHO  
Residing at: COA  
Commission Expires: 3/24/2029

(Stamp above)

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Mullan Avenue Annexation Reasoned Decision (ANNX-25-7)

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**ITEM AND RECOMMENDED ACTION:**

This item is the final reasoned decision for the Mullan Annexation, which was approved by the city council following a public hearing on April 7, 2026. Staff requests that the city council review and approve the reasoned decision. No presentation is planned on this item.

**DISCUSSION:**

On April 7, 2026, the city council held a public hearing to consider a request to annex approximately 4.39 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services (CCS) zoning. Council members agreed that the annexation was consistent with the Comprehensive Plan and would strengthen the Mullan Avenue commercial corridor. However, there were concerns that 100% of the site would be developed with multifamily housing that could be incompatible with the adjacent single-family neighborhood. To resolve those competing interests, the Council approved the annexation and CCS zoning while requiring a development agreement prohibiting multifamily construction on the full site.

On May 19, 2026, this item came back to the City Council as an unfinished business item. At that point, the applicant objected to the multifamily prohibition, arguing that the restriction was introduced during Council deliberations and was not identified in the staff report or public notice. The applicant maintained that CCS zoning already allows multifamily housing only through the Special Use Permit process and that compatibility issues such as buffering, setbacks, landscaping, and traffic should be evaluated if a special use permit request is submitted. After deliberation, Council voted 5–1 to table the annexation and direct staff to work with the applicant on an alternative zoning approach that would limit residential density while remaining acceptable to both parties. The applicant has now agreed, in the Annexation Agreement, to limit multifamily development on the site. As such, 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 Mullan Annexation request on April 7th, 2026 and May 19th, 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. 2026.07.07 CC RD Mullan ANNEX-25-7

**Mullan Annexation  
File No. ANN-25-7  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Angie McPhee  
 OWNER: North Idaho Surgical Hospital  
 LOCATION: 1609 and 1641 E. Mullan Avenue  
 REQUEST: Request to annex 4.39 acres into the City with a zoning designation of Community Commercial Services (CCS)

**B. RECORD CREATED:**

1. A-1 Annexation Application.
2. A-2 Narrative.
3. A-3 Vicinity Map
4. A-4 Authorization Letter
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 - 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 PFHD Comments
16. PA-6 DEQ Comments
17. PA-7 PFHD Comments
18. PA-8 Phillips 66 Comments
19. CC Staff Report
20. Testimony at the April 7, 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 staff report for the Mullan Annexation, File No. ANN-25-7. The request was submitted by North Idaho Surgical Hospital Buildings Land Holdings, represented by Angie McPhee, to annex approximately 4.39 acres into the City of Post Falls with an initial zoning

designation of Community Commercial Services (CCS). The subject property consists of two parcels located at 1609 and 1641 E. Mullan Avenue, each containing a single-family residence. The property is adjacent to existing CCS-zoned properties containing medical and commercial services and is designated Business Commercial on the Future Land Use Map. Mr. Sauder testified that CCS is an implementing zoning district for the Business Commercial designation and that the site lies within the Central Island Focus Area, which promotes infill development, annexation of county islands, pedestrian connectivity, and commercial development along arterial corridors. He testified that sewer service would be provided by the City of Post Falls, water service by Ross Point Water District, and that the city has adequate capacity to serve the site. Additional rights-of-way and easements would be required with annexation. Mr. Sauder testified that the proposal may be consistent with Goal 1, Goal 7, Policy 8, and Policy 86 of the Comprehensive Plan and that no demonstrable adverse impacts to public services had been identified by notified agencies. He also noted receipt of correspondence from neighboring property owners requesting additional buffering, landscaping, and building height limitations if multifamily development were proposed.

#### **Jon Manley, Planning Manager**

Mr. Manley provided additional clarification regarding allowable uses within the CCS zoning district. He testified that multifamily residential development could be permitted through a Special Use Permit process and that the subject property could potentially accommodate approximately 80 to 90 dwelling units depending on site design and open space calculations. Mr. Manley confirmed that concerns raised by neighboring property owners regarding buffering were related to any potential future multifamily development request and noted that city code currently requires buffering between multifamily and single-family residential uses addressing those concerns.

#### **Angie McPhee, Applicant**

Ms. McPhee appeared as the agent and realtor representing North Idaho Surgical Hospital Buildings Land Holdings. She confirmed the request and stated that staff had accurately covered the proposal. In response to questions from the Council, the applicant indicated that the property was being annexed and zoned to create future development or sale opportunities and stated that the owner would likely agree to a development agreement limiting the property to commercial use only and prohibiting multifamily construction.

The hearing was opened for public comment.

#### **Public Testimony:**

##### **Tyler Smithson**

Mr. Smithson testified neutrally as a local civil engineer representing neighboring property owners to the north. He stated that the neighbors generally supported annexation if it was completed responsibly, but requested added protections, including a 20-foot setback, landscaping, and height limitations to reduce impacts on adjoining residential properties and to prevent an incompatible wall or structure from being placed directly adjacent to existing homes.

**Rebuttal:** The applicant offered no rebuttal 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 finds that the proposed Community Commercial Services (CCS) zoning district is consistent with the Business Commercial designation on the Future Land Use Map and is an implementing zoning district for that land use category. The property is located within the Central Island Focus Area, which promotes infill development, prioritizes annexation of county islands, encourages pedestrian connectivity, and focuses commercial development along arterial and collector roadways.

The Council gives substantial weight to the staff report and testimony establishing that CCS is an implementing zoning district for the Business/Commercial Future Land Use designation, that the site is located along Mullan Avenue, and that nearby properties to the west and south are already developed or zoned for commercial and medical-service uses. The Council also considered the evidence that single-family residential uses remain to the north and east and that CCS, if unconditioned, could allow R3-density multifamily residential development through a Special Use Permit. The Council does not find that this potential residential component makes the CCS zone inconsistent with the Future Land Use Map, because the Business/Commercial designation contemplates commercial and mixed-use development. However, the Council finds that the evidence concerning nearby single-family homes and the Central Island Focus Area’s transition issues supports limiting the extent of potential future multifamily residential uses through the development agreement. With that limitation, the Council finds the proposed CCS zoning is consistent with the Future Land Use Map and Central Island Focus Area and that this criterion is met.

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

The Council finds that the proposed CCS zoning, as limited by the development agreement, better balances the relevant Comprehensive Plan policies than either denying the annexation or allowing unconditioned CCS. The evidence supporting approval includes the property’s Business/Commercial designation, its location along an arterial corridor, the existing commercial and medical-service pattern to the west and south, and the opportunity to annex and urbanize a county island with accessible public sewer and other City services. These facts support Goal 1 by expanding land available for business activity and employment, Goal 7 by providing land uses that support community needs and long-term sustainability, Policy 8 by promoting compatible infill development, and Policy 86 by supporting economic diversification.

The Council also considered testimony regarding potential impacts to adjacent residential properties, including buffering, building height, and intensity of use, and finds that such concerns can be addressed through applicable development standards and future site-specific review.

The Council also weighed evidence and deliberation concerning the potential incompatibility of unconditioned CCS with existing single-family homes to the north and east. Under the CCS district, residential uses may be allowed at R3 densities by Special Use Permit when they do not compromise present uses. The Council found that allowing the entire 4.39-acre site to potentially develop as R3-density multifamily residential use would not adequately respond to the transition and compatibility concerns raised in the record. At the same time, the Council recognized that CCS is an implementing district for the Business/Commercial designation and that the Comprehensive Plan supports

commercial and mixed-use development in this location. The Council therefore gives greater weight to an approval that preserves CCS commercial zoning while limiting potential multifamily residential use to no more than fifty percent of the development site and requiring any such use to obtain a Special Use Permit. This approach allows some mixed-use residential opportunity while preventing the 100% R3-density residential.

Based on the substantial evidence in the record and incorporating the requested modifications to the development agreement, the Council concludes that the proposed CCS zoning is consistent with the Comprehensive Plan and that 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 that the proposed CCS zoning district will not create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city. Staff testimony established that sanitary sewer service can be extended to the site and that the City has adequate wastewater capacity to serve the property at the requested zoning designation. Water service will be provided by Ross Point Water District.

The Council further finds that all affected agencies were properly notified and that no agency identified any adverse impacts associated with the proposed annexation and zoning request. Testimony established that Mullan Avenue is capable of accommodating projected traffic volumes associated with future development and that required rights-of-way and easements will be dedicated as part of the annexation process.

Based upon the record, the Council concludes that the proposed CCS zoning designation will not create a demonstrable adverse impact upon the delivery of public services and that this criterion is met.

**D. REASONED DECISION OF THE CITY COUNCIL.**

At the May 19, 2026 meeting, the matter returned to Council for continued deliberation because the development agreement condition discussed during the April 7 hearing had not been agreed to by the owner. Staff explained that the owner did not desire a condition prohibiting multifamily residential development and preferred CCS zoning as defined in the City Code. Council discussed the prior approval of CCS, the lack of a final annexation ordinance or executed agreement, the applicant's interest in commercially zoned property, the Comprehensive Plan's support for CCS, and Council's concern that unconditioned CCS zoning could allow the entire site to be developed with R3-density multifamily residential uses through a Special Use Permit. After deliberation, Council voted to table the matter and directed staff to work with the applicant to determine whether there was a zoning or agreement approach acceptable to the applicant that would limit 100% R3 residential development by Special Use Permit or otherwise.

Although Council's May 19 motion directed staff to work with the applicant to determine whether there was an acceptable zone that would not permit 100% R3-density residential development, the Council finds that the development agreement brought back by staff addresses the same substantive concern without changing the previous request for a CCS zoning designation. The agreement does not prohibit all residential use, but instead, preserves the CCS Special Use Permit requirements for multifamily residential uses and includes a site-specific limitation where multi-family uses may not exceed fifty percent of the total development site. The Council finds this agreement language responsive to the direction given in the May 19 motion as it prevents the full site from being developed as R3-density residential while retaining the commercial zoning framework supported by the Future Land Use Map and the staff report.

REASONED DECISION

Based on the record developed during the public hearing process, the Council finds that the proposed annexation and zoning designation of Community Commercial Services (CCS) for the Mullan Annexation is consistent with the Post Falls Comprehensive Plan and applicable review criteria. The Council further finds that annexation of the property is in the best interest of the City because it promotes infill development, facilitates the extension of public utilities, supports economic development opportunities, and assists in the orderly development of a county island surrounded by urban growth.

The Council hereby approves annexation of the subject property and assigns Community Commercial Services (CCS) zoning, conditioned upon execution and recording of a development agreement acceptable to the City. The development agreement shall provide that multifamily residential uses on the property require approval of a Special Use Permit and may not exceed fifty percent of the total development site. The Council finds this condition is necessary to reconcile the evidence supporting CCS commercial zoning with the evidence and deliberation concerning compatibility with adjacent single-family residential properties and the Council’s stated concern that the property not be allowed to develop as 100% R3-density residential use.

\_\_\_\_\_
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: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Mullan Avenue Annexation and Development Agreement (ANNX-25-7)

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**ITEM AND RECOMMENDED ACTION:**

This item is the Annexation and Zoning Agreement related to the Mullan Avenue Annexation, which was conditionally approved by the city council following a public hearing on April 7, 2026 subject to a change in the Annexation Agreement to limit multifamily development. Staff requests that the city council review and approve the corresponding Development Agreement. No presentation is planned on this item.

**DISCUSSION:**

On April 7, 2026, the city council held a public hearing to consider a request to annex approximately 4.39 acres and associated rights-of-way into the City of Post Falls with Community Commercial Services (CCS) zoning. Council members agreed that the annexation was consistent with the Comprehensive Plan and would strengthen the Mullan Avenue commercial corridor. However, there were concerns that 100% of the site would be developed with multifamily housing that could be incompatible with the adjacent single-family neighborhood. To resolve those competing interests, the Council approved the annexation and CCS zoning while requiring a development agreement prohibiting multifamily construction on the full site.

On May 19, 2026, this item came back to the City Council as an unfinished business item. At that point, the applicant objected to a prohibition on developing the full site with multifamily residential uses, arguing that the restriction was introduced during Council deliberations and was not identified in the staff report or public notice. The applicant maintained that CCS zoning already allows multifamily housing only through the Special Use Permit process and that compatibility issues such as buffering, setbacks, landscaping, and traffic should be evaluated if a special use permit request is submitted. After deliberation, Council voted 5–1 to table the annexation and direct staff to work with the applicant on an alternative zoning approach that would limit residential density while remaining acceptable to both parties. The applicant has now agreed to a provision, contained in Section 2.5, that limits multifamily uses to 50% of the site. Council may approve the Annexation Agreement as presented or return the agreement to staff with specific directions for additional changes.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

City Council heard and conditionally approved the Mullan Annexation (ANNX-25-7) request on April 7, 2026 subject to amending the development agreement requiring the agreement to prohibit multifamily construction on the full site. Upon staff discussing this condition with the applicant and the applicant's reluctance for such a condition, this proposal came back to City Council on May 19, 2026 for further

discussion.

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Applicant Signed Mullan Annexation Agreement File No. ANN-25-7

**ANNEXATION AND ZONING DEVELOPMENT AGREEMENT**  
**Mullan Avenue Annexation**  
**(File No. ANNX-25-7)**

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 NISHB LAND HOLDINGS, LLC, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 505 E. Mullan Ave., Post Falls, ID 83854.

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at 1609 and 1641 E. Mullan Avenue and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.
- 2.5. Limitations on Development: Owner agrees that multi-family residential uses on this property will require a special use permit and further may not exceed fifty (50) percent of the total development site.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

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

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

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Mullan 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 Mullan Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Mullan Avenue.
- 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]*



# EXHIBIT A

## LEGAL DESCRIPTION

### COMBINED

THE WEST HALF OF TRACT 62, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO;

EXCEPT THAT PORTION BEGINNING AT THE SOUTHWEST CORNER OF TRACT 62, BLOCK 35, BEING A POINT ON THE NORTH LINE OF THE ROAD RIGHT OF WAY AS DELINEATED ON THE RECORDED PLAT;

THENCE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 40 FEET TO THE REAL POINT OF BEGINNING FOR THIS DESCRIPTION;

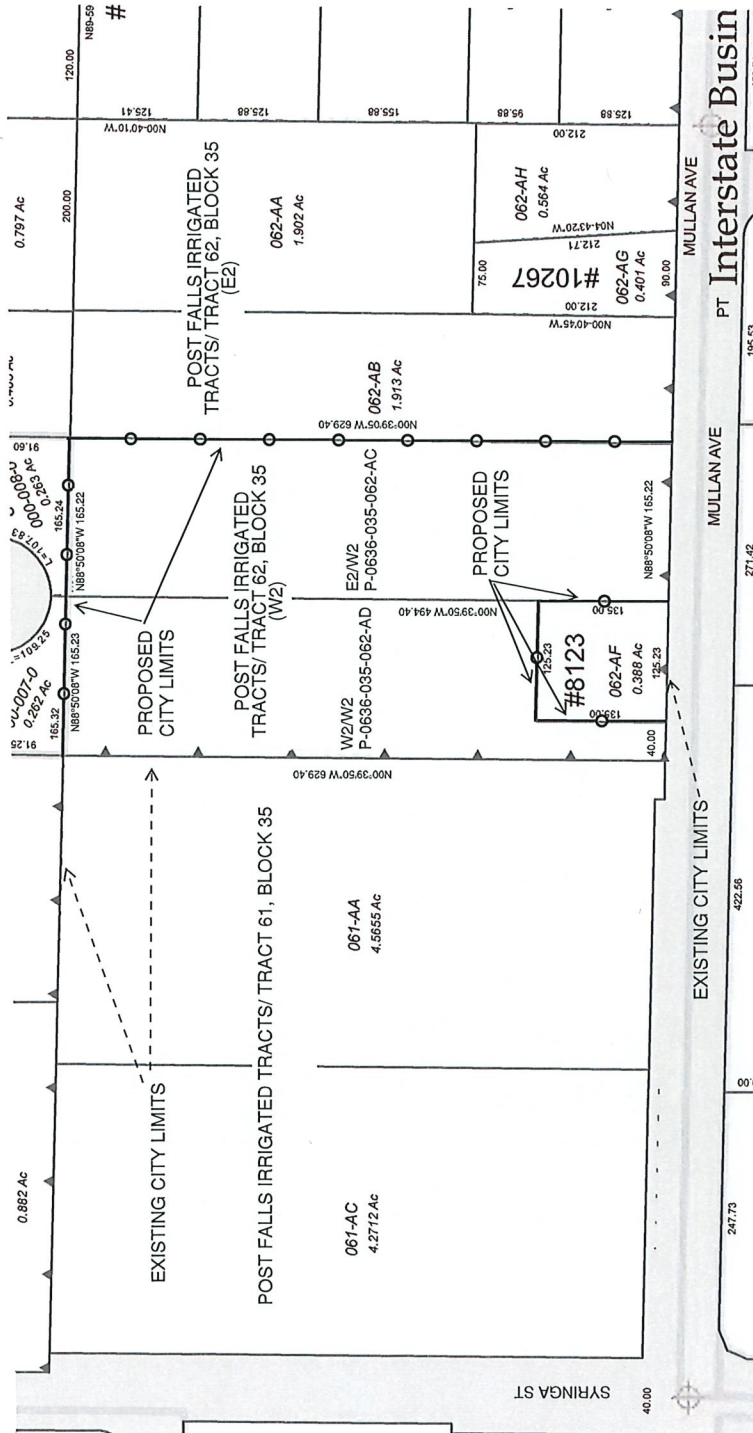
THENCE NORTH PARALLEL TO THE WEST LINE OF TRACT 62, A DISTANCE OF 135 FEET;

THENCE EAST PARALLEL TO THE SOUTH LINE OF TRACT 62, A DISTANCE OF 125.23 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF TRACT 62;

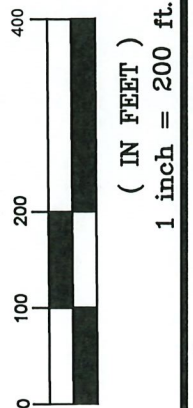
THENCE SOUTH PARALLEL TO THE WEST LINE OF TRACT 62, A DISTANCE OF 135 FEET TO A POINT ON THE SOUTH LINE OF TRACT 62, BEING ALSO ON THE NORTH RIGHT OF WAY LINE OF SAID ROAD;

THENCE WEST ALONG SAID LINE, A DISTANCE OF 125.23 FEET TO THE REAL POINT OF BEGINNING.

ANNEXATION MAP  
 POST FALLS IRRIGATED TRACTS  
 WEST HALF TRACT 62, BLOCK 35  
 IN A PORTION OF THE  
 SE 1/4 SEC. 35, T.51N., R.5W., B.M.  
 CITY OF POST FALLS, KOOTENAI COUNTY,  
 IDAHO



City of Post Falls Annexation Ordinance # \_\_\_\_\_



ANNEXATION MAP  
 WEST HALF, TRACT 62, BLOCK 35  
 POST FALLS IRRIGATED TRACTS

SCALE: 1:200

DATE: 11/10/2025

FILE: 26-003

1 OF 1

ENGINEERING AND SURVEYING

P.O. Box 1118, Hayden, ID 83835

Ph.(208)664-2121

Email: info@framandsmetana.com



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Prairie Medical Development Agreement (ZC-25-2)

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**ITEM AND RECOMMENDED ACTION:**

This item is the Development Agreement related to 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 corresponding Development Agreement. 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 within the City of Post Falls from Community Commercial Services to Community Commercial Mixed. The entirety of the site is generally located at the southeast corner of west Prairie Avenue and Highway 41. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the rezone request. Staff has prepared the attached Development and Annexation Agreement to correspond with the Prairie Medical Zone Change.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

City Council heard and approved the Prairie Medical Zone Change request on March 3, 2026.

**APPROVED OR DIRECTION GIVEN:**

As noted above, the city council approved the requested rezone and attached is the required Development and Zone Change Agreement.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Applicant Signed Rezone Agreement

# DEVELOPMENT AND ZONE CHANGE AGREEMENT

## Prairie Medical Rezone

(File No. ZC-25-2)

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 (the “City”) and North Idaho Healthcare Holdings, LLC, a Delaware limited liability company, registered to do business in Idaho pursuant to the laws thereof, with a mailing address of 820 A Street, Fourth Floor, Tacoma, Washington 98402 (the “Owner”).

WHEREAS, Owner owns a tract of land (hereinafter the “Property”) within the city limits of the City, which the Owner wishes to change the zoning and develop; and

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

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) 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 rezoning of the Property while the City seeks to obtain partial mitigation of the impacts of rezoning of the Property on the City. Owner acknowledges that City has no duty to rezone 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 Southeast corner of HWY 41 and Prairie Avenue and is more particularly described in Exhibit “A”.

### ARTICLE II: STANDARDS

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

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

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning ninety (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 one hundred and eighty (180) days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
  - 3.2.1 Limitation on Development Based on Sewer Flows: The owner acknowledges that original wastewater facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install a force main, known as the 12<sup>th</sup> Avenue Force Main; from the 12<sup>th</sup> Avenue Lift Station to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. In 2024, a portion of the 12th Avenue Force main was constructed and the City is scheduling the remaining phases for construction. If the 12<sup>th</sup> Avenue Force Main is not completed prior to reaching trigger flows at the Caton Line, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.
- 3.3. 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 within the City.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: At the time of property development, the Owner agrees to dedicate rights-of-way and easements, conforming to the roadway standards in place at the time of development, for the existing roadways of SH41, Prairie Avenue, Zorros Road and Prosper Avenue. Any proposed public roadways will be developed in accordance with City standards for rights-of-way and easement dedications.

#### ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Other Limitations on Development: In addition to the requirements contained in policies and ordinances adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 5.2. Residential Development Restriction Standards: Owner agrees that no residential units will be constructed on the Property.

#### ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owner's use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This

Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

- 6.3. Other Fees: The Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.4. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage a zoning ordinance. The parties agree that until the date of publication of the zoning ordinance, no final rezoning of Owners' property will occur.

#### ARTICLE VII. MISCELLANEOUS

- 7.1. Existing Agreements in Effect/Not in Conflict: The parties acknowledge that the Property is also subject to an existing Annexation Agreement (File No. A-06-10), recorded as Kootenai County Instrument No. 2167717000 which remains in full force and effect. In the event of any conflict, inconsistency or ambiguity between the terms and conditions of this Agreement and the Annexation Agreement, the provision imposing the more stringent requirement, obligation, restriction, or standard shall control and be applicable.
- 7.2. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.3. Zoning Reversion: 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 prior zoning designation for the Property may be implemented without objection from owners, assigns or successors in interest of such portions of the Property as the City decides, in its sole discretion. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for the reversionary zoning of the Property as allowed by this Section.
- 7.4. 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 zoning designation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.5. Time is of the Essence: Time is of the essence in this Agreement.
- 7.6. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and

agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.

- 7.7. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.8. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.9. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.10. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.11. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.12. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.13. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.14. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.15. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 7.16. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.17. 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.

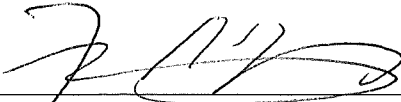
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

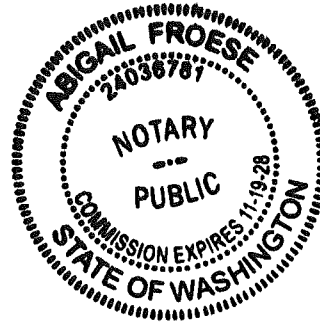
*[Signature Page Follows]*



**NORTH IDAHO HEALTHCARE HOLDINGS, LLC,**  
a Delaware limited liability company

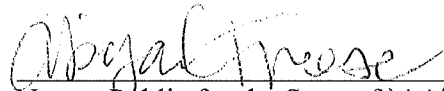
By: MultiCare Health System  
Its: Manager

  
\_\_\_\_\_  
Florence Chang, President



State of Washington            )  
  : ss  
County of Pierce                )

This instrument was acknowledged before me on 2/20/26 by **Florence Chang** as the **President of MultiCare Health System, the Manager of North Idaho Healthcare Holdings, LLC** on behalf of whom the instrument was executed.

  
Notary Public for the State of WA  
Residing at: 6418 Perry N. SE Auburn WA  
Commission Expires: 11-19-28      98092

(Stamp above)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Parcel 1:

A parcel of land, being a portion of Lot 8, Block 30 per the plat of Post Falls Irrigated Tracts, located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 30, monumented by a railroad spike in monument box, per CP&F 1029891, from which the North Quarter corner of Section 30, monumented by a 2½" zinc cap, per CP&F 1673950, bears South 88°29'45" East a distance of 2633.37 feet; thence

South 43°43'54" East, a distance of 42.60 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines, said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°29'45" East, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 01°01'57" West, a distance of 630.12 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°36'33" West, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East, a distance of 631.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right of Way recorded July 9, 2008, as Instrument No. 2167734000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

#### Parcel 2:

A parcel of land being a portion of Lot 9, per the plat of POST FALLS IRRIGATED TRACTS, located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 30, monumented by a railroad spike in monument box, per CP&F 1029891, from which the North Quarter Corner of Section 30, monumented by a 2½" zinc cap, per CP&F 1673950, bears South 88°29'45" East, a distance of 2633.37 feet; thence

South 43°43'54" East, a distance of 42.60 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-ways lines; thence

South 01°01'57" West, a distance of 631.14 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°36'33" East, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 01°01'57" West, a distance of 640.13 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°43'21" West, a distance of 513.91 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East, a distance of 641.14 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right of Way recorded July 9, 2008, as Instrument No. 2167734000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

**Parcel 3:**

A parcel of land, being all of Lot 7 and a portion of Lot 8, Block 30 per the plat of POST FALLS IRRIGATED TRACTS. Located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 30, monumented by a Rail Road spike in monument box, per CP&F 1029891, from which the North Quarter corner of Section 30, monumented by a 2 1/2" zinc cap, per CP&F 1673950 bears South 88°29'45" East a distance of 2633.37 feet.

Thence, South 43°43'54" East a distance of 42.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines.

Thence, South 88°29'45" East a distance of 513.92 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Said point also being the TRUE POINT OF BEGINNING for this description.

Thence, South 88°29'45" East a distance of 772.77 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, South 01°01'30" West a distance of 628.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, North 88°36'33" West a distance of 772.84 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, North 01°01'57" East a distance of 630.12 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded July 9, 2008, as Instrument No. 2167718000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2024, as Instrument No. 2970552000, records of Kootenai County, Idaho.

**Parcel 4:**

A Parcel of land being Lot 10 and a portion of Lot 9, Block 30, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats, Pages 78-80, records of Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 30, Monumented by a railroad spike in Monument Box, per CP&F 1029891, from which the North Quarter corner of Section 30, Monumented by a 2 1/2" zinc cap, per CP&F 1673950, bears South 88°29'45" East a distance of 2633.37 feet; thence

South 43°43'54" East a distance of 42.60 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right of way lines; thence

South 01°01'57" West a distance of 631.14 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

South 88°36'33" East a distance of 513.92 feet to a rebar 5/8" diameter 30 inches long a plastic cap marked "INC PLS 9367", said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°36'33" East a distance of 772.84 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

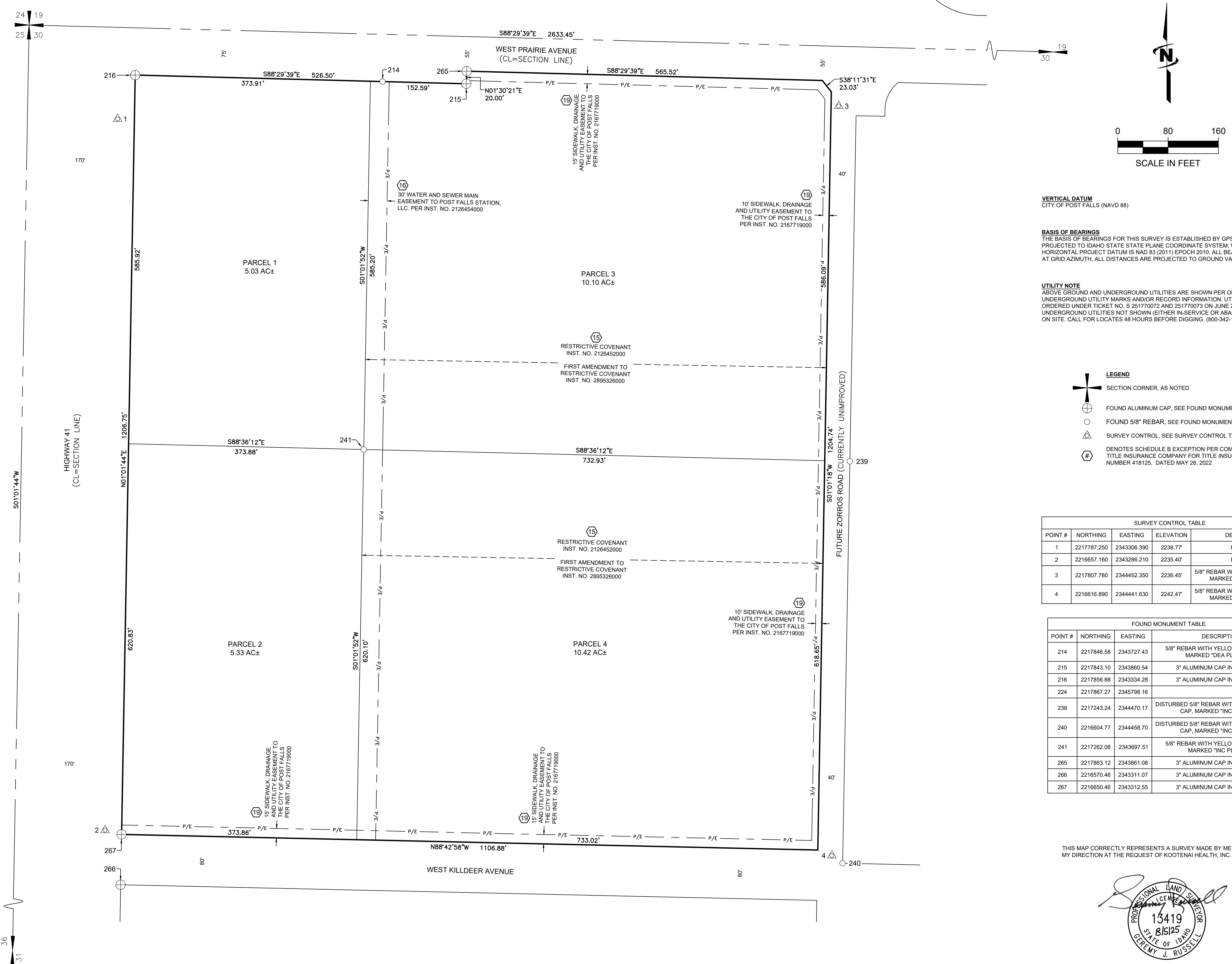
South 01°01'30" West a distance of 638.60 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 88°43'21" West a distance of 772.91 feet to a rebar 5/8" diameter 30 inches long with a plastic cap marked "INC PLS 9367"; thence

North 01°01'57" East a distance of 640.13 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion described in the Grant of Right of right-of-way to the city of Post Falls, recorded July 9, 2008, as Instrument No. 2167718000, records of Kootenai County, Idaho.

A PORTION OF LOTS 7, 8, 9, AND 10, BLOCK 30 OF POST FALLS IRRIGATED TRACTS, SITUATED IN THE NW1/4 OF OF SECTION 30, T 51N, R 4W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY COUNTY, IDAHO



**VERTICAL DATUM**  
CITY OF POST FALLS (NAVD 88)

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE HORIZONTAL PROJECT DATUM IS NAD 83 (2011) EPOCH 2010. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

**UTILITY NOTE**  
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND/OR RECORD INFORMATION. UTILITY LOCATES WERE ORDERED UNDER TICKET NO. S 251770072 AND 251770073 ON JUNE 26, 2025. UNDERGROUND UTILITIES NOT SHOWN (EITHER IN-SERVICE OR ABANDONED) MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

**LEGEND**

- SECTION CORNER, AS NOTED
- FOUND ALUMINUM CAP, SEE FOUND MONUMENT TABLE
- FOUND 5/8" REBAR, SEE FOUND MONUMENT TABLE
- SURVEY CONTROL, SEE SURVEY CONTROL TABLE
- DENOTES SCHEDULE B EXCEPTION PER COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR TITLE INSURANCE, COMMITMENT NUMBER 418125, DATED MAY 26, 2022

**SURVEY CONTROL TABLE**

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2217787.250	2343306.390	2238.77'	MAG NAIL
2	2216657.160	2343286.210	2235.40'	MAG NAIL
3	2217807.780	2344452.350	2236.45'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"
4	2216616.890	2344441.630	2242.47'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"

**FOUND MONUMENT TABLE**

POINT #	NORTHING	EASTING	DESCRIPTION
214	2217846.58	2343727.43	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "DEA PLS 11187"
215	2217843.10	2343860.54	3" ALUMINUM CAP IN CONCRETE
216	2217856.88	2343334.28	3" ALUMINUM CAP IN CONCRETE
224	2217867.27	2345798.16	
239	2217243.24	2344470.17	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
240	2216604.77	2344458.70	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
241	2217262.08	2343697.51	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
265	2217863.12	2343861.08	3" ALUMINUM CAP IN CONCRETE
266	2216570.46	2343311.07	3" ALUMINUM CAP IN CONCRETE
267	2216650.46	2343312.55	3" ALUMINUM CAP IN CONCRETE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF KOOTENAI HEALTH, INC. IN JULY 2025.



**JUB**  
J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
Phone: 208.762.8787  
www.jub.com

**REUSE OF DRAWINGS**  
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT, AND OTHER RIGHTS IN THIS SURVEY. THIS SURVEY IS NOT TO BE REUSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF J-U-B ENGINEERS, INC. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	DESCRIPTION	BY	DATE

**PRAIRIE MEDICAL CAMPUS  
KOOTENAI HEALTH, INC.**

**TOPOGRAPHIC SURVEY AND CONTROL**

FILE: 20-25-039\_V-SP  
JUB PROJ. #: 20-25-039  
DRAWN BY: DFG  
DESIGN BY:  
CHECKED BY: GJR  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/5/2025  
SHEET NUMBER:  
**V-101**

Plot Date: 8/5/2025 3:37 PM Plotted By: David Grebe  
Date Created: 7/29/2025 JUB-COMCENTRAL\CLIENT\SI\KOOTENAIHEALTH\PROJECTS\20-25-039\_PRAIRIEMEDICALCAMPUS\SURVEY\DWG\20-25-039\_V-SP.DWG

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Gaul Annexation and Development Agreement (ANNX-25-1)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the Annexation and Zoning Agreement related to the Gaul Annexation, 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 corresponding Development Agreement. 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 on the southeast corner of Cecil Road and E. 16th Avenue. Staff has prepared the attached Development and Annexation Agreement to correspond with the Gaul Annexation.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

City Council heard and approved the Gaul Annexation request on March 3, 2026 and approved the reasoned decision on May 5, 2026.

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Applicant Signed Annexation Agreement

# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Gaul Annexation

(File No. ANNX-25-1)

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 Nolan Gaul and Treva Gaul, a husband and wife, whose address is 3309 East Bantam Court, Post Falls, Idaho 83854.

WHEREAS, Nolan Gaul and Treva Gaul, (hereinafter the “Owner”) own tracts of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at the southeast corner of North Cecil Road and East 16<sup>th</sup> Avenue and is more particularly described in Exhibit “A”.

### ARTICLE II: STANDARDS

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

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

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

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

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
  - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16<sup>th</sup> 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 16<sup>th</sup> Avenue for a total right of way width of 42.5 feet measured from existing quarter section line in 16<sup>th</sup> Avenue.
  - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Cecil 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 Cecil Road for a total right of way width of 85 feet measured from existing western rights-of-way line for Cecil Road.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street 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. DEVELOPMENT OF THE PROPERTY

- 5.1 Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B," which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B." In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B," the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:

- 5.2.1 All primary structures constructed on lots less than 30 feet in width shall front a public street and be rear loaded.
- 5.2.2 Rear loaded setback to garages with vehicular garage doors accessible from the alley shall provide a 20' setback from property line to the face of the garage.
- 5.2.3 Rear loaded duplex lots shall be minimum of 40 feet in width.
- 5.2.4 Front loaded duplex lots must be a minimum of 50 feet wide.
- 5.2.5 Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of 50 feet measured at the front setback line.
- 5.2.6 Duplexes that do not provide a garage must provide a minimum of a 10-foot by 20-foot parking area (covered or uncovered) adjacent to each unit set behind the principal plane of the building.
- 5.2.7 The primary entrances for duplexes or single-family residential structures shall front the addressed public or private street.
- 5.2.8 No more the 65% of the primary residence(s) shall be occupied by garage(s) along the massing of the front façade. Garage area to be measured from inside the side walls to the top plate line of the garage.
- 5.2.9 Detached garages shall be set back from the front plane of the primary residence at a minimum of 15 feet.
- 5.2.10 Residential development shall be restricted to attached or detached single-family homes or duplexes. If townhomes are constructed, no more than 6 single family units per structures.
- 5.3 Homeowners Association: A homeowner's association must be formed for the subdivision and be responsible for the following items:
  - 5.3.1 Maintenance of Community Common Areas and all open space tracts and associated improvements and amenities within such. This includes clearing of snow from sidewalk and trails, along with irrigation Street Trees and other landscaping areas.
  - 5.3.2 Maintenance of stormwater swales, planting strips, sidewalks, trails, and right-of-way landscaping areas along Cecil Road and 16<sup>th</sup> Avenue.
  - 5.3.3 Private Alley maintenance.

## ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be

reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

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

#### ARTICLE VII. MISCELLANEOUS

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

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

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

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

*[Signature Page Follows]*

CITY OF POST FALLS

Nolan Gaul and Treva Gaul

By: \_\_\_\_\_  
Randy Westlund, Mayor

By: *Nolan Gaul*  
Nolan Gaul, Husband

Attest: \_\_\_\_\_  
Shannon Howard, City Clerk

By: *Treva Gaul*  
Treva Gaul, Wife

**ACKNOWLEDGEMENTS**

State of Idaho )  
: ss  
County of Kootenai )

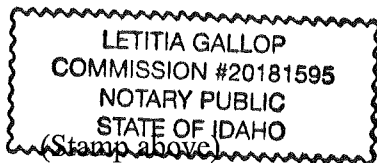
This record was acknowledged before me on \_\_\_\_\_ by **Randy Westlund** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Signature of notary public  
My Commission expires:

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

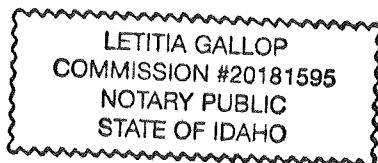
This record was acknowledged before me on 2/26/26 by **Nolan Gaul**.



*Letitia Gallop*  
Signature of notary public  
My Commission expires: 10/01/30

State of Idaho )  
: ss  
County of Kootenai )

This record was acknowledged before me on 2/26/26 by **Treva Gaul**.



*Letitia Gallop*  
Signature of notary public  
My Commission expires: 10/01/30

## EXHIBIT A

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Said parcel being a portion of Tract 36, of Block 36 of the Plat of Post Falls Irrigated Tracts, as recorded in Book C of Plats, Page 83, Records of Kootenai County, Idaho, and is more particularly described as follows:

Beginning at the Center quarter corner of said Section 36. Said point bears North  $0^{\circ}51'20''$  East, a distance of 2,649.28 feet from the South quarter corner of said Section 36;

Thence South  $88^{\circ}41'02''$  East, along the East – West centerline of said Section 36, a distance of 25.00 feet;

Thence South  $0^{\circ}51'20''$  West, a distance of 20.00 feet, to a point on a line 25.00 feet East of and Parallel with the North – South centerline of said section 36, and the **TRUE POINT OF BEGINNING** of the following described parcel;

Thence along said line, South  $0^{\circ}51'20''$  West, a distance of 321.15 feet;

Thence North  $88^{\circ}42'11''$  West, a distance of 5.00 feet, to a point on a line 20.00 feet East of, and parallel with the North – South centerline of said Section 36;

Thence along said line, South  $0^{\circ}51'20''$  West, a distance of 321.00 feet, to the Southwest corner of said Tract 36;

Thence along the South line of said Tract 36, South  $88^{\circ}42'24''$  East, a distance of 640.36 feet, to the Southeast corner of said Tract;

Thence along the East line of said Tract, North  $0^{\circ}50'37''$  East, a distance of 320.96 feet, to the Northwest corner of the South Half of said Tract 36;

Thence North  $88^{\circ}42'34''$  West along the South line of the Northeast quarter of the Northeast quarter of said Tract 36, a distance of 160.01 feet, to the Southeast corner of the South Half of the West Half of the Northeast quarter of said Tract 36;

Thence North  $0^{\circ}51'32''$  East along the East line of said Southwest quarter of the Northeast quarter, A distance of 160.50 feet, to the Northeast corner of said Southwest quarter of the Northeast quarter;

Thence along the North line of said Southwest quarter of the Northeast quarter, North  $88^{\circ}41'28''$  West, a distance of 160.10 feet, to the Northwest corner of said Southwest quarter of the Northeast quarter;

Thence North  $0^{\circ}51'31''$  East, a distance of 160.54 feet, to a point on a line 20.00 feet South of and parallel with the East – West centerline of said Section 36;

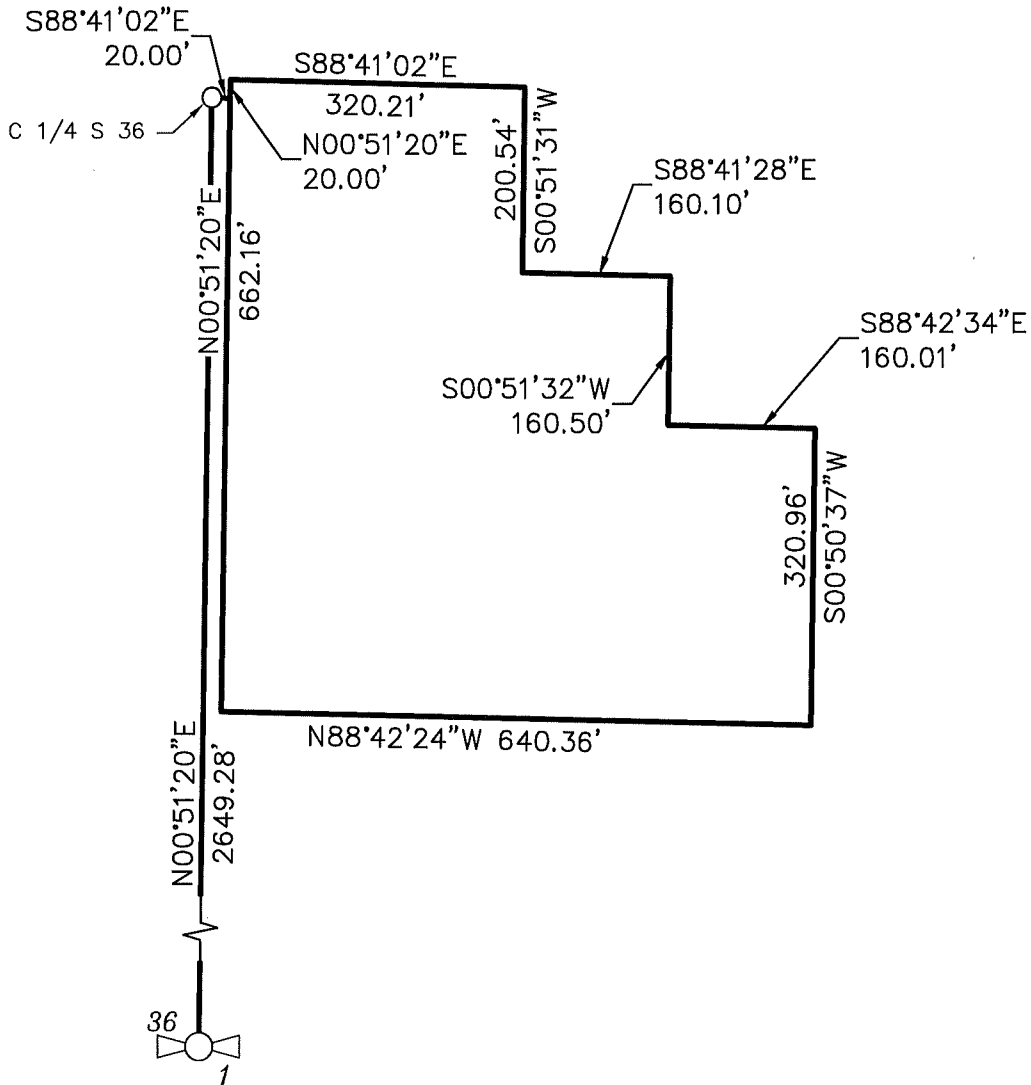
Thence North  $88^{\circ}41'02''$  West along said line, a distance of 315.21 feet, to **THE TRUE POINT OF BEGINNING** and the terminus of this described parcel.

Said parcel contains 332,428 square feet, or 7.632 acres, more or less.

# EXHIBIT MAP

## GAUL ANNEXATION

NW 1/4 OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



W:\2023\23-030\_GAUL\_SUBDIVISION\DWG\SURVEY\REF\23-030 GAUL ANNEX LEGAL.DWG

ISSUE DATE: 09/30/2025	DRAWN BY: BLO
PROJ. # 23-030	SCALE: 1" = 200'
DWG FILE: 23-030 GAUL ANNEX LEGAL PLT DATE:	
SHEET TITLE: <b>ANNEXATION EXHIBIT</b>	
<b>GAUL</b>	



Advanced Consulting and Engineering Solutions  
761 N. Thornton Street, Suite C, Post Falls, Idaho 83854  
PHONE:(208)773-8370--www.acesolutions.pro--FAX:(208)777-2128



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Echo Estates Master Development Agreement (SUBD-24-4)

---

**ITEM AND RECOMMENDED ACTION:**

Approve the attached Master Development Agreement for the Echo Estates Subdivision. A presentation is not planned on this item.

**DISCUSSION:**

On March 10, 2026, the Planning and Zoning Commission held a public hearing on the Echo Estates Subdivision and issued a reasoned decision approving the subdivision on April 14th, 2026. City Code requires a subdivision developer to enter into a master development agreement with the city that requires the developer to comply with city subdivision requirements and the conditions of approval. The agreement is attached for the council's review.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

This item has not been previously reviewed by the council. However, on March 10, 2026, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on April 14th, 2026, approving the subdivision.

**APPROVED OR DIRECTION GIVEN:**

NA

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Applicant Signed Master Development Agreement

**MASTER DEVELOPMENT AGREEMENT  
FOR  
ECHO ESTATES  
(File No. SUBD-24-4)**

**THE CITY OF POST FALLS**, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Eagle Crest Land, LLC**, 8720 Kulka Road, Las Vegas, NV 89161 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **9.72** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Echo Estates** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Echo Estates, Exhibit A-2, File # SUBD-24-4, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.
- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this

Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.

- E. City acknowledges that the Developer, shall be allowed to develop **Echo Estates** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on March 10, 2026 and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Echo Estates**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

**1. Property and Term.**

## **1.1 Property Subject to this Agreement**

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

## **1.2 Term**

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

## **2. Project Regulations and Policies**

### **2.1. Project Development**

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

#### **2.1.1. Existing Approvals**

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

#### **2.1.2. Future Application**

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of

such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the intent of the parties as envisioned by this Agreement and the terms of the approvals memorialized hereby.

### **2.1.3 Fees**

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

## **2.2. Project is a Private Undertaking**

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

## **2.3 Hold Harmless**

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

## **3. City's Good Faith in Processing**

### **3.1 Processing**

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

### **3.2 Permits**

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

## **4. Notices, Demands and Communications Among the Parties**

### **4.1 Notice**

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid,

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

**OWNER**  
**Eagle Crest Land, LLC**  
**Ryne Stoker**  
**8720 Kulka Road**  
**Las Vegas, NV 89161**

**CITY**  
**Mayor**  
**408 Spokane Street**  
**Post Falls, Idaho 83854**

## **5. Default, Remedies, Termination, and Review**

### **5.1 General Provisions**

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

### **5.2 Applicable Law/Attorneys' Fees**

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be

entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

### **5.3 Termination for Unforeseen Circumstances**

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

## **6. Subsequent Laws as Superseding Terms**

### **6.1. Supersedure by Subsequent Laws**

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

## **7. Mortgagee Protection; Certain Rights of Cure**

### **7.1 Mortgagee Protection**

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

### **7.2 Mortgagee Not Obligated**

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

### **7.3 Notice of Default to Mortgagee**

If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

## **8. Transfers and Assignments**

### **8.1 Right to Assign**

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall such rights, duties and obligations be transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof. This right to assign or transfer shall not compromise the rights of the City to require any surety to assure completion of Developer's obligations established hereby or by law.

### **8.2 Release Upon Transfer**

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, arising subsequent to the effective date of such transfer if; (1) Developer is not then in default under this Agreement;

(2) Developer has provided to City written notice of such transfer, and (3) the transferee executes and delivers to City a written agreement which (a) provides the name and address of the transferee, (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and, (c) the City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

## **9. Covenants Run with The Land**

### **9.1 Binding upon Land**

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

### **9.2 Maintenance of Common Area Landscaping and Private Infrastructure**

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Reasoned Decision and or upon the face of the recorded plat) and annual and long-term maintenance of all private streets, alleys and sidewalks. The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such infrastructure maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

## **10. General Provisions**

### **10.1 No Joint Venture or Partnership**

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

### **10.2 Severability**

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

### **10.3. Entire Agreement**

This Agreement is executed in one original and consists of **twenty-one (21)** pages, including the Recitals and 3 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

- Exhibit 1: General Description and Plan of Record (Echo Estates Narrative, Exhibit A-2, File # SUBD-24-4, Post Falls Community Development Department)**
- Exhibit 2: Reasoned Decision, Echo Estates**
- Exhibit 3: Legal Description and Preliminary Subdivision Plan**

### **10.4 Completion of Performance**

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

### **10.5 Force Majeure**

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

### **10.6 Estoppel Certificate**

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the

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

**10.7 Duty to Record**

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**By: CITY OF POST FALLS,  
a Municipal Corporation**

\_\_\_\_\_  
**Randy Westlund, Mayor**

\_\_\_\_\_  
**Shannon Howard, City Clerk**

**By: Owner**

  
\_\_\_\_\_  
**Ryne Stoker  
As Manager of Eagle Crest Land, LLC**

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

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

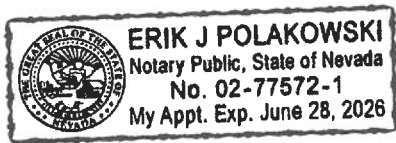
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Stamp above)

**OWNER/DEVELOPER**

STATE OF Nevada )  
 :ss  
County of Clark )

This record was acknowledged before me on June 14, 2026 by **Ryne Stoker** as Manager of Eagle Crest Land, LLC.



[Signature]  
Notary Public for the State of NV  
Residing at: Las Vegas, NV  
Commission Expires: 6.28.2026

(Stamp above)

Exhibit 1

## Echo Estates Subdivision



*Narrative for Subdivision of  
Parcels (AIN#119077) and (AIN#113021)*

*July 2025*



1649 N Nicholson Center St.

Post Falls, ID 83854

(208) 640-1584

[ss@oecivil.com](mailto:ss@oecivil.com)

**Prepared by:**



**Background:**

Eagle Crest Land LLC owns two parcels located at 2641 and 2709 W Echo Dr in Post Falls just west of McGuire Road adjacent to the Gabrio Estate subdivision. The said parcels are in the Southeast quarter of Section 32, Township 51 North, Range 5 West, Boise Meridian and comprise approximately 9.72 acres.

**Legal Descriptions:**

GREENACRES IRR DISTRICT PLAT 5, TR 94 and GREENACRES IRR DISTRICT PLAT 5, TR 93 3251N05W

**The Project:**

The proposed subdivision will consist of 53 single family and twinhome lots including a lot for the existing residence at 2709 W Echo Drive. The average lot size is 5425 SF. The goal of the proposed project is to provide affordable and attractive housing and mobility in the surrounding neighborhood. The lot size allows for small shops on the majority of the lots. The proposed subdivision is compatible with the surrounding land use area in the City and consistent with goals (G.03, G.05, G.06, G.08) and Policies (P.01, P.02, P.06,) of the *City of Post Falls Comprehensive Plan*.

**Land Use:**

The subject property is currently zoned County Agricultural. Existing land uses to the north, south and west are large lot County parcels with single family uses. To the east is Gabrio Estates (annexed in 2020), with the Montrose PUD across McGuire Road.

**Subdivision Requirements:**

- The subject property was annexed with an R-2 zoning in December of 2025. The zoning requirements are as follows:  
 For Townhomes, the minimum lot size is 2400 sf, with 25’ minimum lot width and setbacks: 15’ front. 20’ rear, 0-5’ interior side and 15’ flanking.  
 For the Single-Family lots, the minimum lot size is 4000 sf, with 30’ minimum lot width and setbacks: 15’ front. 10’ rear, 5’ interior side and 15’ flanking.

**Pre-Development Characteristics:**

This project is located on the Spokane Valley Rathdrum Prairie Aquifer with deep, extremely well-drained granular soils. These soils are well equipped for residential use and road construction. The topography is relatively flat with slopes between 0-5%. There are no constraining natural features of the property that will prohibit the proposed design. There is an existing residential structure on each of the parcels. However, the existing structure at 2641 W Echo Drive will be demolished.

There is no evidence of drainage channels/pathways, floodplains, or wetlands on the property.

**Post Development Characteristics:**

**Transportation and Roads:**

The subject property is bound to the east by Gabrio Estates. Okanogan Avenue is the Local Street within Gabrio Estates, and it connects to McGuire Road – A Collector facility. The 65-ft Okanogan Avenue Right-of-Way (ROW) will be extended to the proposed subdivision with 10’ drainage, roadway, and utility easements on both sides. Okanogan will interconnect with the interior local roads of the subdivision for traffic circulation. The proposal provides for continuation of public streets to the north, east, and west.

The proposed roads within the subdivision will be considered local streets per the *City of Post Falls Comprehensive Plan*. The subdivision will also have southerly access to Echo Dr. The owner is ready to dedicate additional ROW and provide frontage improvements on Echo Dr. per the city’s recommendation. The proposed road layout and alignments complies with PFCM 17.28.040.

**Domestic Water:**

The property is served by East Greenacres Irrigation District with an 8" PVC water main in Okanogan Ave and a 6" AC water main in Echo Drive. The sizes appear to be adequate to serve residential development.

**Sanitary Sewer:**

City sewer is available via an 8" PVC sewer main in Okanogan Ave.

**Fire Protection:**

Fire protection and service will be provided by Kootenai County Fire Department. The development will coordinate with the department regarding addressing requirements and travel distances within/around proposed shops.

**Other Utilities:**

All necessary dry utilities will be extended in accordance with the requirements of other applicable agencies.



Figure 2: Proposed Subdivision.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Soltys".

Steven P. Soltys, PE

## Exhibit 2

**Echo Estates Subdivision  
File No. SUBD-24-4  
Planning and Zoning Commission  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Olson Engineering

OWNER: Eagle Crest Land, LLC

LOCATION: West of Gabrio Estates Subdivision at the terminus of West Okanogan Street, north of West Echo Drive.

REQUEST: Subdivide approximately 9.72-acres into 53 residential lots within the Medium Density Residential (R2) zone.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative.
3. A-3 Preliminary Plat
4. A-4 Will Serve Letter
5. A-5 Authorization Letter
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 Philip 66 (YPL) Comments
12. PA-4 DEQ Comments
13. PC-1 Vocca Comments
14. P&Z Staff Report
15. Testimony at the March 10, 2026, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the March 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 9.72-acres into 53 residential lots in the Medium Density Residential (R2) zone. The request is evaluated under the standards of PFMC § 17.12.060.

**Justin Sauder, Associate Planner**

Mr. Sauder presented the staff report for the requested subdivision of approximately 9.72 acres into fifty-three (53) residential lots within the R2 zoning district. The site is located north of Echo Drive and west of McGuire Road and is surrounded primarily by unincorporated large single-family lots, with nearby subdivisions including Gabrio Estates, Blue Spruce, and Wildflower Meadows.

Mr. Sauder testified that the proposal includes an internal road system connecting Gabrio Estates via Okanogan Drive. One existing single-family residence will remain as part of the development. Lot

sizes will range from approximately 4,300 square feet to approximately 10,470 square feet.

Mr. Sauder testified that East Greenacres Irrigation District has provided a will-serve letter confirming adequate water capacity. The City of Post Falls has capacity to provide sewer service, with sewer accessible via Okanogan Avenue and flows directed to the Montrose lift station. Existing septic systems will be abandoned and the existing residence will be required to connect to sewer.

Mr. Sauder testified that Echo Drive is classified as a local roadway and the developer has agreed to fully reconstruct Echo Drive from McGuire Road to Corbin Road up to highway district standards and will complete a missing segment of sidewalk along McGuire Road south of the project. Additional right-of-way has been dedicated and frontage improvements will be constructed along Echo Drive. There are no known soil or topographical hazards and the subdivision complies with Titles 17 and 18. Impact fees will be collected at the time of building permit issuance.

**Jeramie Terzulli, Olson Engineering, Applicant**

**The hearing was opened for public comment.**

**In Favor:**

Jeremy Voller, indicated support but did not wish to speak.

Ryne Stoker, developer and landowner, testified in support of the project. Mr. Stoker clarified that while the project is designed primarily for twin homes, some single-family homes may be constructed. He discussed potential relocation of a roadway connection to accommodate neighboring property and noted that roadway improvements will be completed in coordination with the Post Falls Highway District. He also discussed concerns related to rear yard setbacks and use of space for accessory structures.

**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 has provided a will-serve letter indicating adequate capacity to provide service to the subdivision as proposed.

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

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

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

The Commission finds that the subdivision and proposed streets are consistent with the transportation element of the Comprehensive Plan based upon testimony that the subdivision includes internal roadways, provides for connectivity to adjacent developments, and provides for reconstruction of

Echo Drive, along with additional sidewalk improvements along McGuire Road.

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

The Commission determines that no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property 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 the area proposed for subdivision is zoned for the proposed residential uses and that the use conforms to the requirements of the Post Falls Municipal Code. This finding is based upon evidence that the property is zoned R2 and that the subdivision complies with Titles 17 and 18.

- 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 the developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services. Additionally the developer is providing additional off-site improvements including roadway and sidewalk construction.

- C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

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 will 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. Submitted Preliminary Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
6. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
7. Proposed Echo Drive – shall be designed as a 36-foot Local Residential roadway. The Developers responsibility along the property's frontage is for City Standard improvements along their frontage and roadway reconstruction to centerline plus 10-feet.
8. Existing septic systems shall be decommissioned, in accordance with Panhandle Health requirements, and existing structures that are identified to remain shall connect to the City's Water Reclamation Systems and pay appropriate capacity and connection fees with construction of the Subdivision.
9. A Homeowners Association shall be formed and provide for the landscaping, maintenance and

irrigation of the common rights-of-way frontage along Echo Drive, including snow removal.

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

Not applicable.

**E. CONCLUSION**

**SUBD-24-4:** Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on \_\_\_\_\_

4/14/26  
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.**

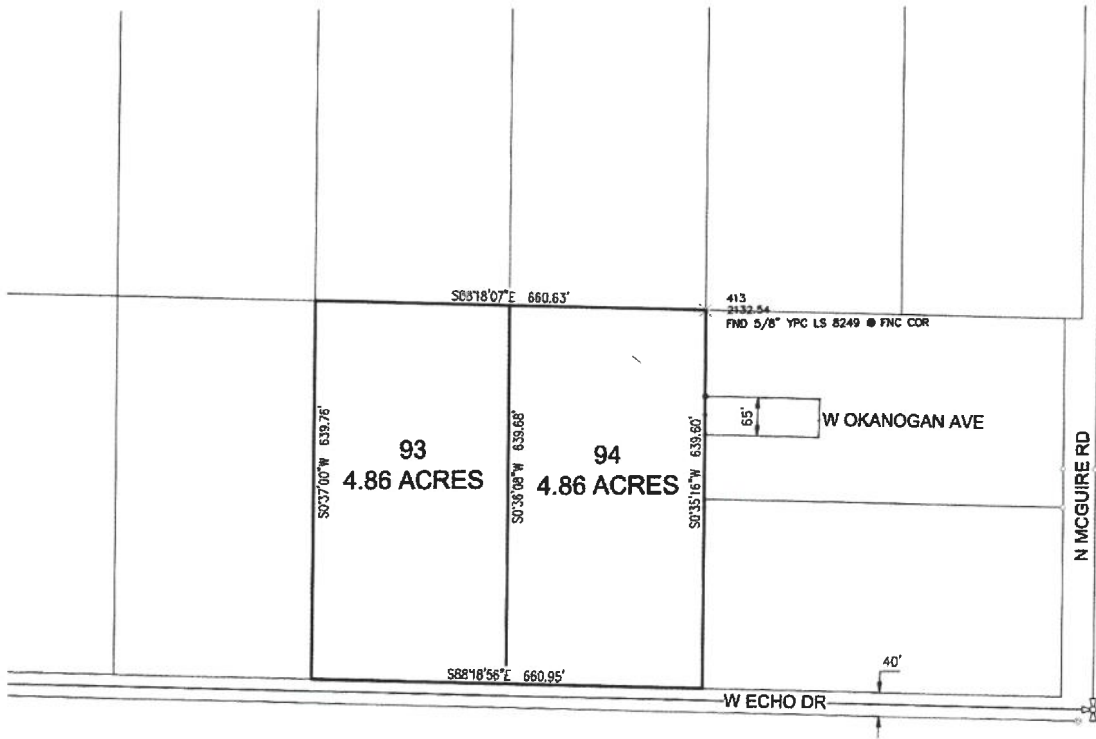
**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which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

Exhibit 3

Legal Description with ROW:

- 1) GREENACRES IRR DISTRICT PLAT 5, TR 94
- 2) GREENACRES IRR DISTRICT PLAT 5, TR 93 3251N05W





**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robert Palus, City Engineer  
**SUBJECT:** Acceptance of Water Utility Easement Dedication at 1100 N. Chase Road.

---

**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Utility Easement Dedication to the City from the Post Falls School District.

**DISCUSSION:**

The proponents of the McKinley Meadows Subdivision (SUP-26-3, PUD-26-1, SUBD 26-3) requires the extension of a water main, to be owned and operated by the City, from N. Chase Rd. to W. Montgomery Place. A portion of the proposed routing for the new water main would traverse Post Falls School District property (Seltice Elementary School), parallel to and near the Burlington Northern San Francisco (BNSF) Railway. City Council approved the Construction Improvement Agreement (CIA) for the portion of the water main located on the School District Property on June 16, 2026. In order to reduce potential adverse impacts to the schools' operations, construction of the water line is required to occur outside the normal school year. Acquisition of the Water Utility Easement is a requirement of the McKinley Meadows Subdivisions approval and allows for the construction, operation and continued maintenance of the water main. Construction of the water main would be completed by the proponents at their cost.

\*\*\*Original to Clerk prior to the meeting.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

McKinley Meadows Off-Site Improvements Construction Improvement Agreement - June 16, 2026

**APPROVED OR DIRECTION GIVEN:**

Approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Acceptance of operations and maintenance costs for the water main with completion of improvements.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. McKinley Meadows Utility Easement Dedication (PFSD to City)
2. McKinley Meadows Offsite Improvements Location Map



**UTILITY EASEMENT**

KNOWN BY ALL MEN PRESENT that Post Falls School District #273, a public school district organized and existing under the laws of the State of Idaho, having its principal office at PO Box 40, Post Falls, ID 83877 (“Grantor”), title owner of real property located in Post Falls, Idaho, legally described in ***Exhibit “A”*** attached hereto and incorporated by reference, for lawful consideration, the receipt and sufficiency of which is hereby acknowledged does hereby grant to the City of Post Falls, a municipal corporation in the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, its successors, agents, and assigns (“Grantee”), an easement to construct, operate, maintain, repair, and replace utilities, including a municipal water line and equipment reasonably necessary to allow operation of said system(s), over, across and under the following described real property, located in Kootenai County, Idaho, to wit:

See attached ***Exhibit “B”*** incorporated herein by reference.

(the “Utility Easement Area”).

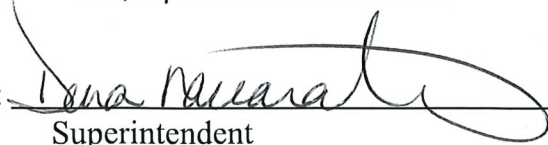
And to enter upon sufficient land adjacent to said Utility Easement Area for the purpose of construction, operation, maintenance, inspection, repair, replacement, or performing any act in relation to the provision of the utilities thereof.

If Grantee and/or its agents, undertakes any excavation, maintenance, or other site disturbance of the Utility Easement Area in accord with this easement, Grantee shall return the disturbed easement area to substantially the same condition existing immediately prior to such site disturbance.

This Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties and shall be governed by and enforced in accordance with the laws of the state of Idaho.

**GRANTOR:**

DATED 6/8/2021.

By:   
Superintendent  
Post Falls School District #273



STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 2026, 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, 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: \_\_\_\_\_

**Exhibit "A"**  
**20' Ingress, Egress, Utility, Drainage, and maintenance Easement**  
**Legal Description**

A 20 foot wide strip of land over and across a portion of the Southwest Quarter of Section 34, Township 54 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being 10 feet wide on each side of the following described centerline, more particularly described;

**Commencing** at the northwest corner of the Southwest Quarter of Section 34, Township 54 North, Range 5 West, from which the southwest corner of said Southwest Quarter of Section 34 bears South 00° 37' 50" West, a distance of 2637.99 feet;

Thence South 00° 37' 50" West along the west line of said Southwest Quarter of Section 34, a distance of 1759.12 feet;

Thence South 89° 22' 10" East leaving said west line of the Southwest Quarter of Section 34, a distance of 30.00 feet to the east right-of-way line of Chase Road, and the **Point of Beginning**;

Thence South 54° 30' 28" East leaving said east right-of-way line of Chase Road, a distance of 392.35 feet;

Thence South 77° 00' 28" East, a distance of 136.68 feet to the west line of Lot 9, Block 2, CHERRY ADDITION TO POST FALLS, as recorded in Book "D" of Plats, at Page 61, records of Kootenai County, Idaho, and the **Point of Terminus**;

Lengthening and shortening the sidelines of said 20-foot-wide strip of land so as to terminate on the east right-of-way line of Chase Road, and the west line of said Lot 9, Block 2, CHERRY ADDITION TO POST FALLS;

Containing 10,580 square feet or 0.243 acres, more or less.

SUBJECT TO:

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

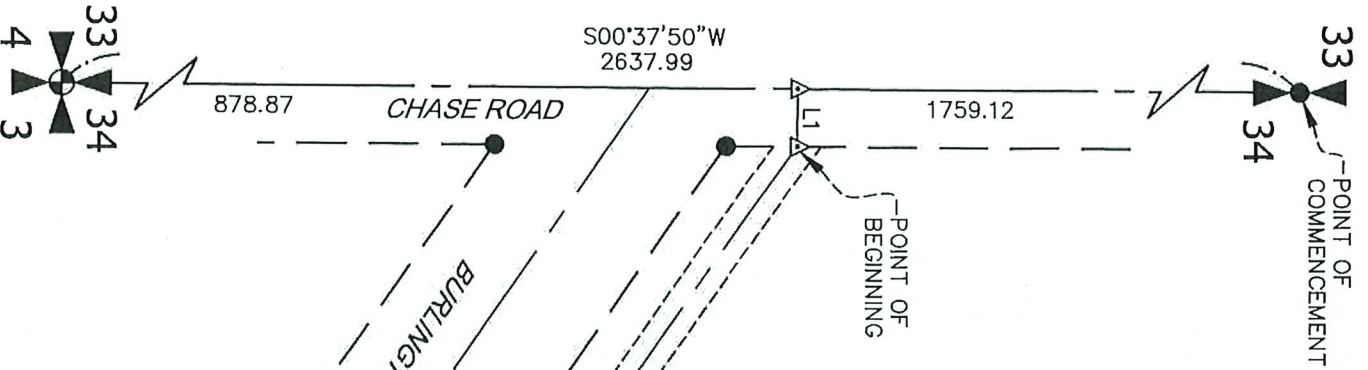
END OF DESCRIPTION

Prepared by this office:  
h2 Surveying, LLC



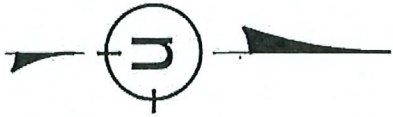
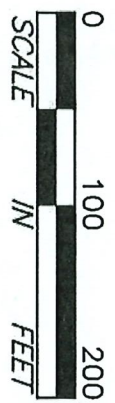
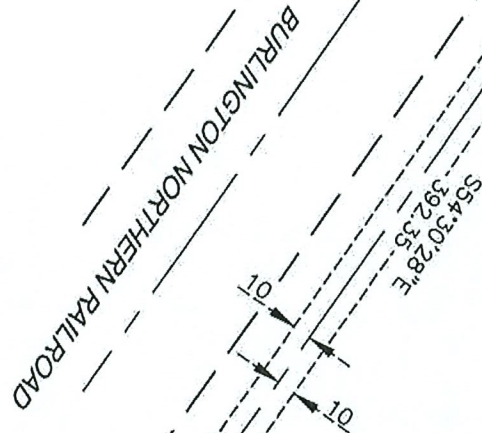
*[Handwritten signature]* 5/5/26

DATE  
5/5/2026  
JOB #  
2025-385

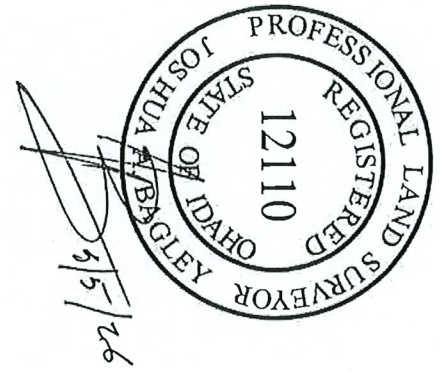


**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 89°22'10" E	30.00

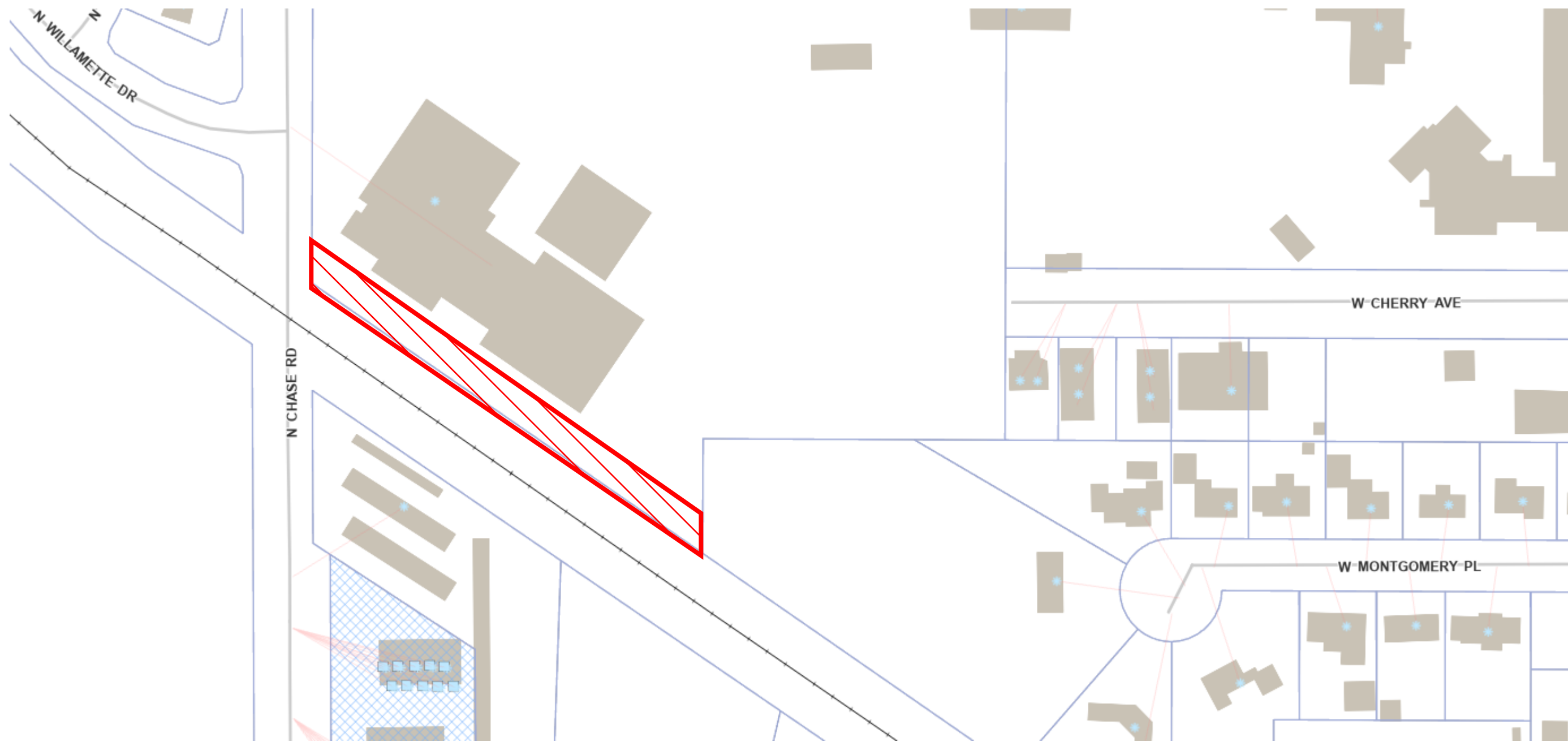


CHERRY TO  
ADDITION  
FALLS  
POST  
BLOCK 2  
9



**EXHIBIT "B"**  
**20' INGRESS, EGRESS, UTILITY, DRAINAGE,  
 AND MAINTENANCE EASEMENT**  
 SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.  
 KOOTENAI COUNTY, IDAHO





## McKinley Meadows Offsite Improvements Location Map

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robert Palus, City Engineer  
**SUBJECT:** Bogie Subdivision Construction Improvement Agreement

---

**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

This Agreement reflects the construction phase of the Bogie Subdivision project. The Agreement sets forth the typical expectations of the Developer of the subdivision and sets forth the responsibilities of the Developer and the City of Post Falls. This is an 18-lot subdivision located at the Southeast corner of E. Bogie Dr. and N. Greensferry Rd. The application was submitted by Andrey Russu. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and Ross Point Water District (water purveyor).

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

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Master Development Agreement - March 4, 2025

**APPROVED OR DIRECTION GIVEN:**

Approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

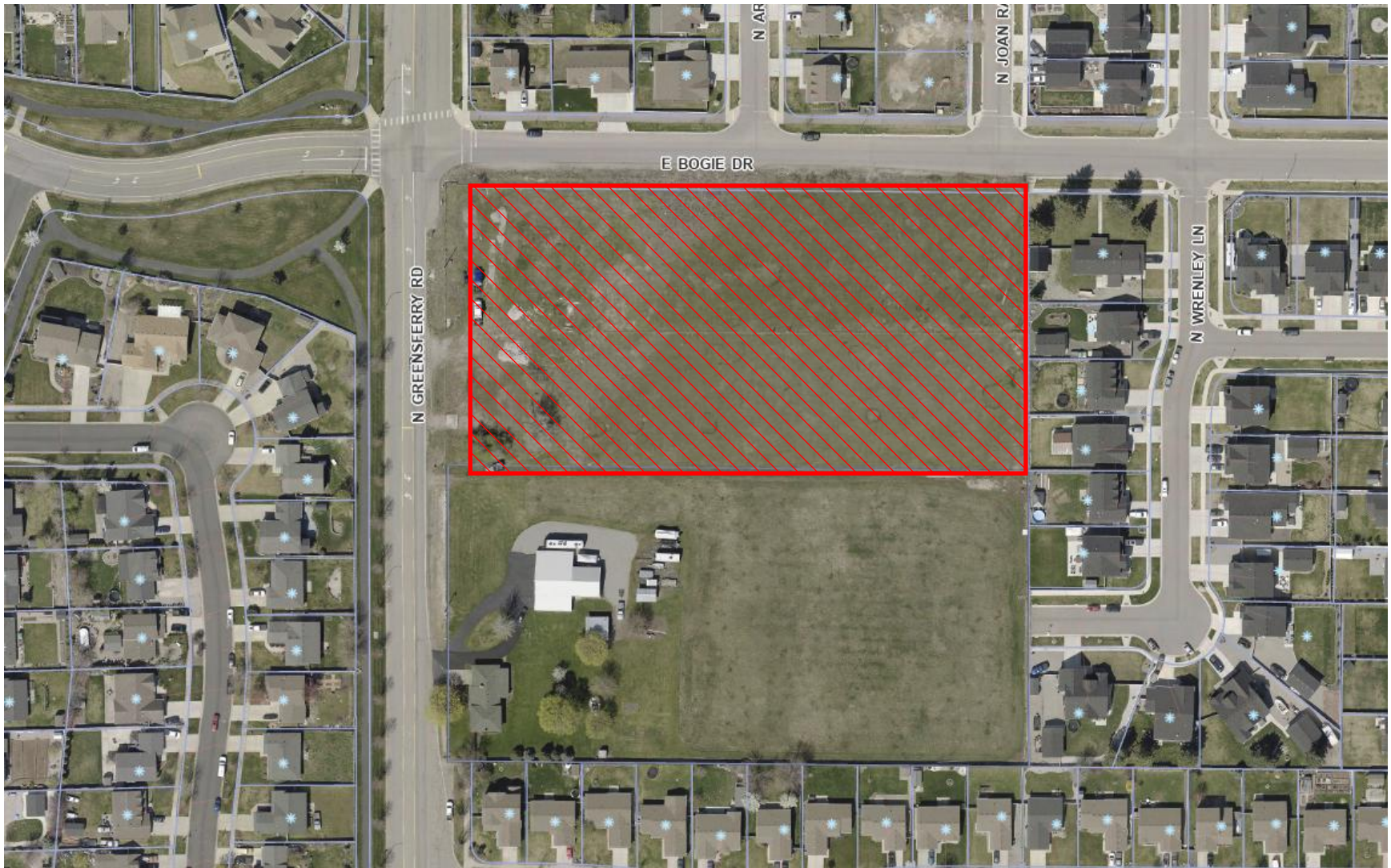
Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Bogie Subdivision Location Map
2. Bogie Draft CIA



## BOGIE SUBDIVISION 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 **Andrey Russu** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, respecting the development of **Bogie Subdivision**, 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, **Andrey Russu**, 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  
Andrey Russu  
20042 S. Providence Ln.  
Worley, ID 83876  
(360) 367-0706

CITY  
Randy Westlund, Mayor  
City of Post Falls  
408 Spokane Street  
Post Falls, Idaho 83854  
(208) 773-3511

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

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

## 1.02 PERMITS, LAWS, AND FEES

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

## 1.03 RELATIONSHIP OF PARTIES

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

## 1.04 ENGINEER'S RELATION TO THE CITY

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

## 1.05 DEVELOPER'S RESPONSIBILITY

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

## 1.06 ALLOCATION OF LIABILITY

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

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

#### 1.07 DISCLAIMER OF WARRANTY

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

#### 1.08 NON-DISCRIMINATION

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

#### 1.09 COST OF DOCUMENTS

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

#### 1.10 PUBLIC UTILITIES

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

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

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

#### 1.11 TIME IS OF THE ESSENCE

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

#### 1.12 ASSIGNMENTS

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

#### 1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

#### 1.14 NON-WAIVER

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

#### 1.15 INTERPRETATION

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

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

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

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

#### 1.16 EFFECT OF STANDARD SPECIFICATIONS

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

#### 1.17 AMENDMENT

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

#### 1.18 JURISDICTION – CHOICE OF LAW

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

#### 1.19 SEVERABILITY

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

#### 1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

## 2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

### 2.03 PREREQUISITES TO CONSTRUCTION

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

### 2.04 ENGINEER

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

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

### 2.05 PLANS AND SPECIFICATIONS

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

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

## 2.06 QUALITY CONTROL PROGRAM

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

## 2.07 WORK SCHEDULE

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

## 2.08 MATERIALS

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

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

## 2.09 GENERAL STANDARDS OF WORKMANSHIP

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

## 2.10 PLACEMENT OF UTILITIES

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

## 2.11 WORK IN RIGHTS-OF-WAY

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

## 2.12 SURVEYOR

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

## 2.13 REQUIRED REPORTING

- A. Quality Control

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

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

## 2.14 PROGRESS PAYMENTS

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

## 2.15 OBSERVANCE

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

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

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

## 2.16 STOP WORK ORDERS

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

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

## 2.17 ACCESS

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

## 2.18 MAINTENANCE

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

## 2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

## 2.20 TIME

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

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

### 3.01 PREREQUISITES TO ACCEPTANCE

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

### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

### 3.03 CERTIFICATE OF COMPLIANCE

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

### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

### 3.06 INSPECTION

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

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

### 3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

### 3.08 DEVELOPER'S WARRANTY

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

### 3.09 WARRANTY GUARANTY

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

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

### 3.10 CITY'S REMEDIES UNDER WARRANTY

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

### 3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: \_\_\_\_\_  
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

**Bogie Subdivision**

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

ATTACHMENT "A"

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

**Elevated Excavating, Inc.**

FOR

**Bogie Subdivision**

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

ATTACHMENT "B"

ATTACHMENT "C"  
COST ESTIMATES  
FOR

**Bogie Subdivision**

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. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: \$ \_\_\_\_\_
3. Other improvements for which bonding is required:    \$ -0-
4. Street trees within public right-of-way:    \$ \_\_\_\_\_
5. Total cost of improvements:            \$ \_\_\_\_\_
6. Warranty amount:    \$ \_\_\_\_\_

ATTACHMENT "C"

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES  
FOR

**Bogie Subdivision**

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR

**Bogie Subdivision**

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

ATTACHMENT "D"

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

**Andrey Russu**

FOR

**Bogie Subdivision**

CONSTRUCTION DRAWINGS

Plans Titled: **Bogie Subdivision**

Dated: **6/22/26**

By: **Aaron Simpson, P.E.**

Sheets 1 through 18

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

**Andrey Russu**

FOR

**Bogie Subdivision**

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

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

**Andrey Russu**

FOR

**Bogie Subdivision**

**ENGINEERING SERVICES FEE SUMMARY**

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

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

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

**Andrey Russu**

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: \_\_\_\_\_

Street light type: \_\_\_\_\_

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

Street light type: \_\_\_\_\_

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

**TOTAL = \$ \_\_\_\_\_**

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

**Andrey Russu**

FOR

**Bogie Subdivision**

  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

**Andrey Russu**

FOR

**Bogie Subdivision**

  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

**Andrey Russu**

FOR

**Bogie Subdivision**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

**ENGINEER NAME:** Aaron Simpson, P.E.

**ENGINEERING FIRM:** Simpson Engineers, Inc.

**ADDRESS:** 909 N. Argonne Rd.

**CITY:** Spokane Valley      **STATE:** WA      **ZIP:** 99212

**PHONE NO.:** (509) 926-1322

**E-MAIL ADDRESS:** [aaron@simpsonengineers.com](mailto:aaron@simpsonengineers.com)

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

**Andrey Russu**

FOR

**Bogie Subdivision**

**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

**Andrey Russu**

FOR

**Bogie Subdivision**

**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

**Andrey Russu**

FOR

**CASH IN LIEU OF PLANTING STREET TREES**

X The Developer agrees to plant the external street trees along Greensferry and Bogie per the approved Landscaping Plan.

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Robert Palus, City Engineer  
**SUBJECT:** The Landing at Post Falls - Phase I Commercial Subdivision Construction Improvement Agreement

---

**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

This Agreement reflects the construction phase of the Landing at Post Falls Phase I project. The Agreement sets forth the typical expectations of the Developer of the project and sets forth the responsibilities of the Developer and the City of Post Falls. This is a commercial subdivision located along N. McReynolds Dr. and N. Nonini Ln. between W. 3rd Ave and W. 4th Ave. The application was submitted by Post Falls Apartments, LLC. The site plan drawings were approved on June 16, 2026, as meeting the applicable standards of the City of Post Falls and recorded neighborhood plan.

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

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

December 21, 2021 - SmartCode Master Development Agreement Post Falls Landing Smartcode Infill Neighborhood Plan Major Amendment #1  
September 2, 2014 - Superseding SmartCode Master Development Agreement

**APPROVED OR DIRECTION GIVEN:**

approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

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

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. Landings Location Map
2. The Landings Final CIA





THE LANDING AT POST FALLS - PHASE I LOCATION MAP

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

**CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS**

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **Post Falls Apartments, LLC** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, respecting the development of **The Landing at Post Falls – Phase I**, 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 dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

WHEREAS, the Developer is the Owner of the real property which is the subject of the 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 Agreement).

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 18, Zoning, of the Post Falls City Code requires certain 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, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of 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 Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru 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 Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the 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.

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:

## 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, 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.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

#### 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 the work required to be completed by the Developer 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 that the City is a third party beneficiary. The Developer shall require the Engineer's duties to 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 the 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**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of 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 be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

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 or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign 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 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. 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.A.2, 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.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost 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 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. 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 here in 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 owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

- D. "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.
- E. "Final Acceptance" by the City means that the City is satisfied that ***all*** improvements required by this Agreement and Title 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**

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.

**ARTICLE II**

**IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES**

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

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 2.03, 2.04 and 2.05. 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.

- 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 estimate, 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. 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 which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment
- 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 issuing bank 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 letter of credit will not be renewed.
- 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 **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.

#### 2.04 **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.

#### 2.05 **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 the form approved by the City.

#### 2.06 **PREREQUISITES OF 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 public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

#### 2.07 **ENGINEER**

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, 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 or 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.

#### 2.08 **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.

#### 2.09 **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.

#### 2.10 **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 work schedule shall include a progress chart of a suitable scale, indicating 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.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

#### 2.11 **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 the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

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

2.13 **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.

2.14 **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 coordinate 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.

2.15 **SURVEYOR**

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

2.16 **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 with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative 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 2.16A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, 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.

2.19 **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 issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

## 2.20 **ACCESS**

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

## 2.21 **MAINTENANCE**

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all public improvements associated with 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.

## 2.22 **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.

2.23 **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 registered 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 2.15F. 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 for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against 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. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. 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 from the date of final acceptance. 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 effect 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 Sections 2.03 through 2.05, determined by the following table:

<b><u>Actual Cost of All Improvements</u></b>	<b><u>Percent to Secure Warranty</u></b>
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 in Appendix V.
- 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.

3.12 **AUTHORITY**

The Developer accepts 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. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and 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**  
 Post Falls Apartments, LLC  
 Fritz Wolff, Managing Member  
 6710 E. Camelback Rd. #100  
 Scottsdale, AZ 85251  
 (406) 599-9862

**CITY**  
 City of Post Falls  
 Engineering Department  
 408 Spokane Street  
 Post Falls, ID 83854  
 (208) 773-8708

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

CITY OF POST FALLS

DEVELOPER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

WITNESS:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTACHMENT A:  
ATTACHEMNT B:  
ATTACHMENT C:  
ATTACHMENT C-1:  
ATTACHMENT D:

PROPERTY DESCRIPTION  
DESCRIPTION OF IMPROVEMENTS  
COST ESTIMATES  
DETAILED COST ESTIMATES  
EVIDENCE OF SURETY

APPENDIX I:  
APPENDIX II:  
APPENDIX III:  
APPENDIX IV:  
APPENDIX V:  
APPENDIX VI:  
APPENDIX VII:  
APPENDIX VIII:  
APPENDIX IX

CONSTRUCTION PLANS AND SPECIFICATIONS  
CONSTRUCTION SCHEDULE  
PUBLIC WORKS INSPECTION SUMMARY  
ENGINEER OF RECORD DECLARATION  
ENGINEER OF RECORD CERTIFICATION  
CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS  
STREET LIGHT FEES (1 YEAR)  
IRRIGATION SYSTEMS  
STREET TREE CASH IN LIEU OF INSTALLATION



**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.

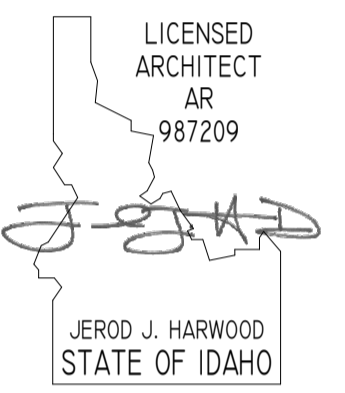
\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR**

**The Landing at Post Falls – Phase I**

Developer to submit legal property description and reduced site plan.

**ATTACHMENT "A"**



ALL PLANS, SPECS, DESIGNS, REAR, ARRANGEMENTS AND DRAWINGS REPRESENTED OR REFERRED TO ARE THE PROPERTY OF AND OWNED BY HOIST LLC. WHETHER OR NOT THE PROJECT FOR WHICH THEY ARE MADE IS EXISTING, THEY WERE CREATED, DEVELOPED, PROVIDED FOR THE SOLE USE IN CONNECTION WITH THIS PROJECT AND NONE OF THE ABOVE MAY BE REPRODUCED OR COPIED OR USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY USE OR PURPOSE INCLUDING ANY OTHER PROJECT EXCEPT UPON WRITTEN PERMISSION OR DIRECTION OF HOIST LLC.

## THE LANDING AT POST FALLS MULTIFAMILY DEVELOPMENT

305 N SPOKANE ST  
POST FALLS, IDAHO

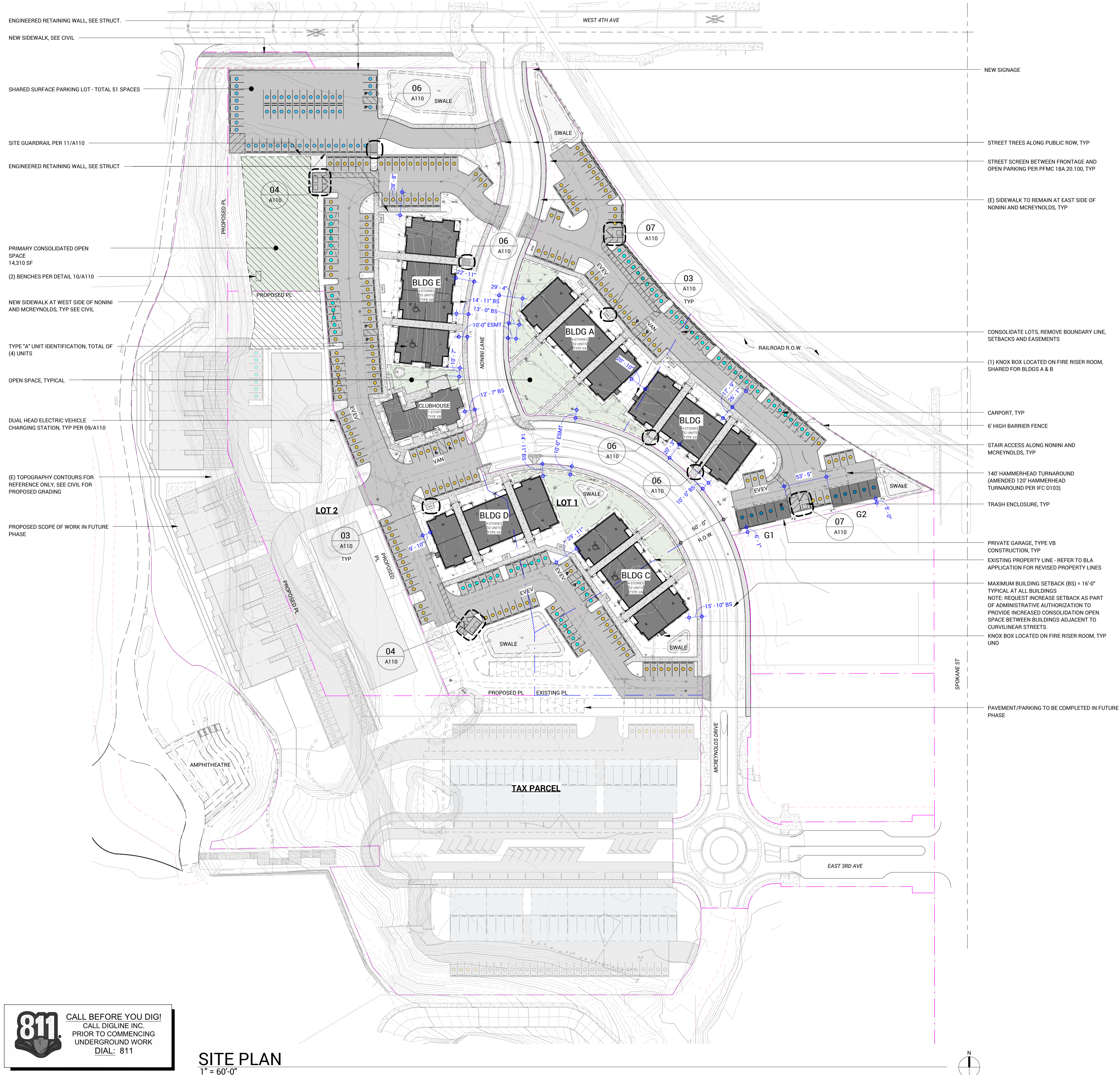
JOB # \_\_\_\_\_ 2013  
DATE 11.24.25  
PHASE PERMIT

NOT FOR CONSTRUCTION

REVISIONS	MARK	DATE	DESCRIPTION
A	03.20.26		PH I - AHJ RND 1
B	05.06.26		PH I - AHJ RND 2

PERMIT

## SITE PLAN - PHASE I A100



- ### GENERAL NOTES
- ALL CONTRACTORS/SUB-CONTRACTORS TO VISIT SITE AND VERIFY ALL EXISTING CONDITIONS AND EXISTING SPOT ELEVATIONS. FIELD VERIFY ALL SITE DIMENSIONS AND COORDINATE NEW WORK AS REQUIRED WITH EXISTING CONDITIONS. REPORT AND DISCREPANCIES TO THE OWNER AND ARCHITECT.
  - THE OWNER IS RESPONSIBLE FOR ALL SOILS TESTING AND ANALYSIS. ALL SOILS INFORMATION TO BE OBTAINED FROM THE OWNER OR CIVIL ENGINEER.
  - CONTRACTOR TO NOTIFY LOCAL "DIG-LINE" SERVICE PRIOR TO ANY EXCAVATION.
  - CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES FOR THE LOCATION, ROUTE AND CONNECTION OF ALL NEW AND EXISTING UTILITIES FOR THIS PROJECT. ALL WORK TO CONFORM TO UTILITY COMPANY STANDARDS, LOCAL CODES, AND ACCEPTED CONSTRUCTION PRACTICES.
  - MINIMUM BURIAL DEPTH OF ALL UNDERGROUND ELECTRICAL RACEWAYS SHALL BE 24" BELOW FINISH GRADE UNO.
  - REFER TO GENERAL STRUCTURAL NOTES FOR SOIL CONDITION REQUIREMENTS. THE CONTRACTOR IS REQUIRED TO DO ALL NECESSARY SOILS MODIFICATIONS TO MEET THE STRUCTURAL REQUIREMENTS OF THE FOUNDATION.
  - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL EROSION AND SEDIMENT DESIGN AND BEST MANAGEMENT PRACTICES TO BE IMPLEMENTED DURING CONSTRUCTION.
  - REFER TO CIVIL DRAWINGS FOR ADDITIONAL SITE INFORMATION AND EROSION AND SEDIMENT CONTROL DRAWINGS. REFER TO CIVIL DRAWINGS FOR ALL GUTTER/DOWNSPOUT CONNECTIONS AND ROUTES TO DRAINAGE SYSTEMS. SEE ARCHITECTURAL ROOF PLANS AND ELEVATIONS FOR DOWNSPOUT LOCATIONS.
  - REFER TO LANDSCAPE DRAWINGS FOR ALL LANDSCAPING REQUIREMENTS. LANDSCAPING NOT SHOWN ON ARCHITECTURAL SITE PLAN FOR CLARITY OF DRAWING.
  - REFER TO ARCHITECTURAL FLOOR PLAN FOR BUILDING LAYOUT AND DIMENSIONS.
  - CLEAR SITE OF EXISTING VEGETATION & DEBRIS AS REQUIRED FOR NEW CONSTRUCTION. PROTECT EXISTING CONSTRUCTION TO REMAIN.
  - THE FINISH SITE GRADE SHALL SLOPE AND HAVE POSITIVE DRAINAGE AWAY FROM THE BUILDING. SEE CIVIL DRAWINGS FOR FINISH FLOOR ELEVATIONS.
  - ALL CONSTRUCTION MODIFICATIONS, REPAIRS OR CHANGES TO CURBS, GUTTERS, CURB RAMPS AND SIDEWALKS IN THE RIGHT-OF-WAY TO RECEIVE AGENCY APPROVAL PRIOR TO CONSTRUCTION AND TO BE CONSTRUCTED PER AGENCY STANDARDS.
  - ALL EXTERIOR SIDEWALKS, RAMPS, CURB RAMPS AND LANDINGS SHALL BE CONSIDERED AN ACCESSIBLE ROUTE AND SHALL COMPLY WITH ICC/ANSI A117.1-2009 CHAPTER 4. ALL NEW SIDEWALKS TO HAVE A MAXIMUM SLOPE OF 1:20 (OR SIDEWALKS WITH A SLOPE GREATER THAN 6" RISE AND SHALL HAVE LANDINGS 5'-0" EACH END IN THE DIRECTION OF TRAVEL. ALL SIDEWALKS MAY HAVE A MAXIMUM CROSS SLOPE OF 2% (1:50). ALL EXTERIOR LANDINGS AT DOORS TO BE FLUSH WITH BUILDING FINISH FLOOR AND SLOPE AWAY FROM THE BUILDING AT 2% (1:50) MAXIMUM FOR MINIMUM DISTANCE OF 5'-0". PROVIDE EXPANSION JOINTS IN SIDEWALKS AT 20'-0" MAX. CONTROL JOINTS AT 5'-0" OC. TYPICAL. ALL SIDEWALKS SHALL SLOPE TO SHED WATER PER GENERAL NOTE REQUIREMENTS.
  - ALL NEW CONSTRUCTION TO BE IN ACCORDANCE WITH THE MANUFACTURERS REQUIREMENTS, ACCEPTED CONSTRUCTION STANDARDS AND CONFORM TO ALL BUILDING CODES AND REGULATIONS.
  - SEE SURVEY FOR EXISTING WATER MAINS, VALVES, HYDRANTS, AND CONNECTIONS.
  - SEE CIVIL DRAWINGS FOR NEW WATER MAINS, VALVES, HYDRANTS, AND CONNECTIONS.
  - BARRIER FREE ROUTES AS DEPICTED BY CURB CUTS AND RAMPS. SEE CIVIL.
  - REFER TO STREET IMPROVEMENT DRAWINGS FOR ADDITIONAL INFORMATION INCLUDING ALL OTHER STRUCTURES WITHIN THE RIGHT-OF-WAY.
  - PROVIDE DIRECTIONAL SIGNAGE AT EACH INTERSECTION THAT KEEPS THE DIRECTION OF THE ACCESSIBLE ROUTE CLEAR WITH NO ROUTES INTERRUPTED BY STAIRS. AN ACCESSIBLE ROUTE FROM COVERED UNITS TO RIGHT OF WAY IS REQUIRED.

### SITE PLAN INFORMATION

ZONING CLASSIFICATION: SC-5

CONSOLIDATED LOT:	97,634 SF (2.24 AC)
LOT 1 SIZE:	222,946 SF (5.12 AC)
LOT 2 SIZE:	71,418 SF (1.64 AC)
TAX PARCEL SIZE:	254,143 SF (5.83 AC)

MINIMUM DENSITY REQUIRED: 18.0 DU/AC

CONSOLIDATED LOT PROVIDED:	64/2.24 = 28.57 DU/AC
LOT 1 DENSITY PROVIDED:	96.6 / 5.12 = 18.87 DU/AC
LOT 2 DENSITY PROVIDED:	36/1.64 = 21.95 DU/AC (FUTURE PHASE)
TAX PARCEL DENSITY PROVIDED:	72.5/8.3 = 12.35 DU/AC (FUTURE PHASE)

TOTAL DENSITY PROVIDED: 268/14.83 = 18.07 DU/AC

### RESIDENTIAL UNIT MIX

PHASE I	
1-BED:	64
2-BED:	80
3-BED:	16
TOTAL:	160

### ZONING NOTES

18.24.030(D)(1) EQUIPMENT SCREENING  
THE GROUND-MOUNTING OF MECHANICAL EQUIPMENT THAT WOULD BE VISIBLE FROM THE PUBLIC RIGHT-OF-WAY, MUST BE INSET INTO THE BUILDING FACADES AND/OR SCREENED WITH LANDSCAPING OR LOW WALLS.

### 18.24.030(D)(7) & (8) OPEN SPACE REQUIREMENTS

REQUIRED OPEN SPACE CALCULATION: (64 X 150) + (96 X 300) = 38,400 SF X .70 = 26,880 SF  
30% REDUCTION OF REGD OPEN SPACE: 32,200 SF  
PROVIDED OPEN SPACE: 32,200 SF

REQUIRED CONSOLIDATED OPEN SPACE: 26,880 X .51 = 13,709 SF  
PROVIDED CONSOLIDATED OPEN SPACE: 14,310 SF (SEE ARCHITECTURAL SITE PLAN FOR LOCATION)

THE REQUIRED OPEN SPACE MUST CONTAIN AT LEAST TWO OF THE FOLLOWING AMENITIES THAT ARE ACCESSIBLE FOR USE BY THE RESIDENTS AND SHOULD BE CENTRALLY LOCATED:

- INDOOR RECREATION FACILITY;
- NATURAL OPEN SPACE AREA WITH BENCHES/VIEWING AREAS;

### 18.24.080(D) LANDSCAPING

LANDSCAPING REQUIRED TO ACHIEVE 30% SHADE COVERAGE

LANDSCAPED ISLANDS OR PROJECTIONS WITHIN A PARKING LOT MUST BE A MINIMUM OF EIGHT (8) FEET WIDE, AND CONTAIN A MINIMUM OF ONE HUNDRED FIFTY (150) SQUARE FEET.

### 18A.20.100(A)(2)

OPEN PARKING AREAS SHALL BE MASKED FROM THE FRONTAGE BY A BUILDING OR STREET SCREEN.

### 18A.20.100(E)(5)

A MINIMUM OF ONE BICYCLE RACK PLACE SHALL BE PROVIDED WITHIN THE PUBLIC OR PRIVATE FRONTAGE FOR EVERY (10) VEHICLE PARKING SPACES.

REQUIRED BICYCLE PARKING: 240 / 10 = 24 BICYCLE PARKING STALLS  
PROVIDED BICYCLE PARKING: 11 LOCATIONS X (6) SPACE RACK = 66 TOTAL

### 18A.24 STANDARDS AND TABLES

TABLE 11 PARKING CALCULATIONS

RESIDENTIAL SC-5 AND SC-6. THE NUMBER OF DWELLINGS ON EACH LOT IS LIMITED BY THE REQUIREMENT OF 1.5 PARKING PLACES FOR EACH DWELLING.

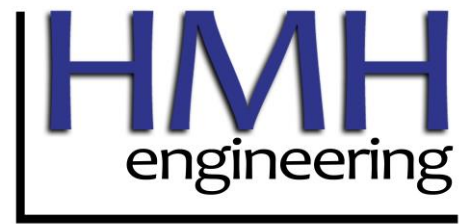
REQUIRED PARKING:	1.50 X 160 UNITS = 240 PARKING SPACES
PROVIDED PARKING:	310 TOTAL PARKING SPACES (SEE PARKING SCHEDULE BELOW)
REQUIRED ADA PARKING:	CARPORITS: 71 X 2% = 1 SPACE GARAGES: 10 X 2% = 1 SPACE SURFACE: 229 X 2% = 5 SPACES TOTAL: 7 SPACES
PROVIDED ADA PARKING:	CARPORITS: 1 SPACE GARAGES: 1 SPACE SURFACE: 7 SPACES (INCLUDING 2 VAN SPACES) TOTAL: 9 SPACES

### PARKING SCHEDULE - PHASE I

TYPE	QTY
CARPORIT ADA - 9'x18'	1
CARPORIT STALL - 9'x18'	70
GARAGE (PRIVATE) - 12'x22'	9
GARAGE (PRIVATE) ADA - 17'x22'	1
SURFACE (SHARED) - 9'x18'	49
SURFACE (SHARED) ADA - 9'x18'	2
SURFACE - 9'x18'	171
SURFACE ADA - 9'x18'	7
TOTAL	310

**811** CALL BEFORE YOU DIG!  
CALL DIGLINE INC.  
PRIOR TO COMMENCING  
UNDERGROUND WORK  
DIAL: 811

## SITE PLAN 1" = 60'-0"



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**LOT CONSOLIDATION**

A parcel being Lot 1 and Lot 2, Block 1 of Post Falls Landing Second Addition, as same is shown on the official plat thereof, recorded in Book L of Plats at Page 342 under instrument number 2694029000 on May 24, 2019, Kootenai County Records, situate in Government Lot 5, Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Fall, Kootenai County, Idaho, being more particularly described as follows:

**BEGINNING** at the northwest corner of said Lot 1, being a 1/2" rebar with a plastic cap marked "PLS 5289" (from which the northwest corner of said Section 3, being a 2-1/2" aluminum cap monument marked "PLS 10699", per CP&F record #2050822000, Kootenai County Records bears North 46°42'14" West, 2820.23 feet distant); Thence the following courses on the exterior boundary of said Lot 1 and Lot 2:

Thence South 88° 58' 18" East, a distance of 14.37 feet to a 5/8" rebar with plastic cap marked "PLS 5289";

Thence South 31° 34' 34" East, a distance of 134.47 feet to a 5/8" rebar with plastic cap marked "A&C LS 1003", said point being a point of curvature;

Thence 60.84 feet on the arc of a curve to the left, said curve having a radius of 1072.14 feet, a central angle of 03° 15' 05", a chord bearing of South 33° 25' 29" East, and a chord length of 60.83 feet to a 1/2" with no cap;

Thence South 01° 02' 52" West, a distance of 49.77 feet to a 5/8" rebar with no cap, said point being a point of curvature;

Thence 493.63 feet on the arc of a curve to the left, said curve having a radius of 1102.14 feet, a central angle of 25° 39' 42", a chord bearing of South 49° 58' 17" East, and a chord length of 489.51 feet to a 5/8" rebar with no cap;

Thence South 78° 15' 59" West, a distance of 255.80 feet to a 1/2" rebar with no cap, said point being a point of curvature;

Thence 306.98 feet on the arc of a curve to the left, said curve having a radius of 254.50 feet, a central angle of 69° 06' 34", a chord bearing of North 58° 08' 23" West, and a chord length of 288.70 feet to a 1/2" rebar with an illegible cap, said point being a point of reverse curvature;

Thence 10.59 feet on the arc of a curve to the right, said curve having a radius of 8.50 feet, a central angle of 71° 23' 40", a chord bearing of North 57° 28' 40" West, and a chord length of 9.92 feet to a 1/2" rebar with a plastic cap marked "PLS 5289";

Thence North 20° 12' 37" West, a distance of 27.40 feet to a 1/2" rebar with a plastic cap marked "PLS 5289", said point being a point of curvature;

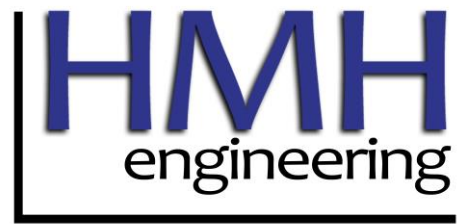
Thence 40.39 feet on the arc of a curve to the right, said curve having a radius of 133.50 feet, a central angle of 17° 20' 12", a chord bearing of North 11° 19' 00" West, and a chord length of 40.24 feet to a 1/2" rebar with a plastic cap marked "PLS 5289", said point being a point of curvature;  
Thence 153.85 feet on the arc of a curve to the right, said curve having a radius of 303.50 feet, a central angle of 29° 02' 42", a chord bearing of North 11° 52' 26" East, and a chord length of 152.21 feet to a 1/2" rebar with a plastic cap marked "PLS 5289", said point being a point of curvature;  
Thence 152.51 feet on the arc of a curve to the left, said curve having a radius of 188.50 feet, a central angle of 46° 21' 23", a chord bearing of North 03° 08' 19" East, and a chord length of 148.38 feet to a 1/2" rebar with a plastic cap marked "PLS 5289", said point being a point of curvature;  
Thence 62.95 feet on the arc of a curve to the right, said curve having a radius of 171.50 feet, a central angle of 21° 01' 52", a chord bearing of North 09° 26' 46" West, and a chord length of 62.60 feet to a 1/2" rebar with a plastic cap marked "PLS 5289";  
Thence North 01° 01' 42" East, a distance of 0.44 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2.242 acres (±97,648 sq.ft.), more or less.

This description is intended to consolidate Lot 1 and Lot 2, Block 1 of Post Falls Landing Second Addition, as same is shown on the official plat thereof, recorded in Book L of Plats at Page 342 under instrument number 2694029000 on May 24, 2019, Kootenai County Records.

Prepared by HMM Engineering, LLC.  
Daniel O. Inloes, PLS 20888





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**EXHIBIT "A"**  
**ADJUSTED LOT 1**  
**LEGAL DESCRIPTION**

A parcel of real property situate in Government Lot 5, Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Section 3, being a being a 2.5" aluminum cap monument marked PLS 10699 2006 per CP&F Record #2050822000, recorded on August 21, 2006, Kootenai County Records, (from when the North Quarter Corner of said Section 3, being a 2" aluminum cap monument with illegible markings per CP&F #3017662000, recorded on September 25, 2025, Kootenai County Records, bears North 88°51'42" West, 2628.37 feet distant); Thence South 45°59'52" East, a distance of 2782.70 feet to a 5/8" rebar marked PLS 5289, said point monuments the intersection of the southerly right of way of West 4<sup>th</sup> Avenue and the westerly right of way of Nonini Lane, said point being the **POINT OF BEGINNING**:

Thence the following fourteen (14) courses on the westerly right of way of Nonini Lane and McReynolds Drive:

- Thence South 01° 01' 38" West, a distance of 0.41 feet to a found 5/8" rebar marked PLS 5289, being a point of curvature;
- Thence 81.71 feet on the arc of a curve to the left, said curve having a radius of 222.50 feet, a central angle of 21° 02' 29", a chord bearing of South 09° 27' 05" East, and a chord length of 81.25 feet to a 5/8" rebar with an illegible cap, being a point of curvature;
- Thence 111.25 feet on the arc of a curve to the right, said curve having a radius of 137.50 feet, a central angle of 46° 21' 21", a chord bearing of South 03° 07' 33" West, and a chord length of 108.24 feet to a found 5/8" rebar marked PLS 5289, being a point of curvature;
- Thence 239.69 feet on the arc of a curve to the left, said curve having a radius of 354.50 feet, a central angle of 38° 44' 24", a chord bearing of South 07° 01' 12" West, and a chord length of 235.15 feet to a found 5/8" rebar marked PLS 5289;
- Thence South 12° 20' 59" East, a distance of 13.74 feet to a found 5/8" rebar marked PLS 5289;
- Thence South 77° 40' 09" West, a distance of 5.90 feet to a set 5/8" rebar marked INLOES PLS 20888, being a point of curvature;
- Thence 10.58 feet on the arc of a curve to the right, said curve having a radius of 8.50 feet, a central angle of 71° 18' 55", a chord bearing of South 23° 19' 06" West, and a chord length of 9.91 feet to a set 5/8" rebar marked INLOES PLS 20888;
- Thence South 58° 58' 03" West, a distance of 7.38 feet to a set 5/8" rebar marked INLOES PLS 20888;
- Thence South 31° 01' 57" East, a distance of 17.88 feet to a set 5/8" rebar marked INLOES PLS 20888;

- Thence South 17° 44' 29" East, a distance of 39.85 feet to a found 1/2" rebar with an illegible cap, being a point of curvature;
- Thence 15.84 feet on the arc of a curve to the right, said curve having a radius of 174.50 feet, a central angle of 05° 12' 02", a chord bearing of North 73° 59' 37" East, and a chord length of 15.83 feet to a found 1/2" rebar with no cap;
- Thence North 77° 10' 08" East, a distance of 14.05 feet to a point of curvature to a found 5/8" rebar marked PLS 5289;
- Thence 352.88 feet on the arc of a curve to the right, said curve having a radius of 194.50 feet, a central angle of 103° 57' 07", a chord bearing of South 50° 58' 45" East, and a chord length of 306.44 feet to a found 5/8" rebar marked PLS 5289;
- Thence South 00° 57' 43" West, a distance of 90.91 feet to a found 5/8" rebar marked PLS 5289;

Thence North 89° 01' 29" West, a distance of 312.58 feet to a set 5/8" rebar marked INLOES PLS 20888;  
 Thence North 89° 01' 29" West, a distance of 105.74 feet to a set 5/8" rebar marked INLOES PLS 20888;  
 Thence North 20° 52' 25" West, a distance of 380.25 feet to a set 5/8" rebar marked INLOES PLS 20888;  
 Thence North 03° 20' 30" West, a distance of 146.95 feet to a set 5/8" rebar marked INLOES PLS 20888;  
 Thence North 88° 54' 50" West, a distance of 119.49 feet to a set 5/8" rebar marked INLOES PLS 20888;  
 Thence North 01° 05' 10" East, a distance of 275.42 feet to a set 5/8" rebar marked INLOES PLS 20888, said point being common with the southerly right of way of West 4<sup>th</sup> Avenue;  
 Thence South 88° 58' 18" East, on the southerly right of way of West 4<sup>th</sup> Avenue, a distance of 318.43 feet to the **POINT OF BEGINNING**.

The above described parcel contains 5.199 acres (±222,971 sq.ft.), more or less.

The intent of this description is adjust the platted boundary of Lot 1, Block 2 of Post Falls Landing Second Addition, as same is shown on the official plat thereof, recorded in Book L of Plats at Page 342 under Instrument #2694029000 on May 24, 2019 by Russell Honsaker PLS 5289, Kootenai County Records, to the parcel boundary described hereon.

Prepared by HMH Engineering, LLC.  
 Daniel O. Inloes, PLS 20888



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

**Post Falls Apartments, LLC**

**FOR**

**The Landing at Post Falls – Phase I**

- Street surfacing or infill paving
- Monumentation
- Electric
- Curbs and gutters
- Street lighting
- Gas
- Sidewalks
- Telephone
- Drainage
- Street signs
- Cable TV
- Water
- Landscaping (Swales)
- Sanitary Sewer
- Improvements shown on construction plans referenced within Appendix I to this Agreement.
- Other - as follows:

**ATTACHMENT "B"**

**ATTACHMENT "C"**  
**COST ESTIMATES FOR**

**The Landing at Post Falls – Phase I**

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: **\$ 387,188.90**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding are required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 28,200.00**
5. Total cost of improvements: **\$ 415,388.90**
6. Warranty amount: **\$ 41,538.89**

**ATTACHMENT "C-1"**  
**DETAILED COST ESTIMATES**  
**FOR**

**The Landing at Post Falls – Phase I**

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

# The Landing at Post Falls Phase 1

## Detailed Cost Estimate

Prepared By: HMM Engineering and ACI Northwest

Date: June 2026

ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
201.4.1.D.1	REMOVAL OF EXISTING ASPHALT PAVEMENT	SY	964	\$ 4.00	\$ 3,856.00
201.4.1.E.1	REMOVAL OF EXISTING CURB AND GUTTER	LF	178	\$ 10.00	\$ 1,780.00
401.4.1.A.1	WATER MAIN PIPE - 8-INCH - C900 PVC	LF	646	\$ 45.00	\$ 29,070.00
403.4.1.A.1	FIRE HYDRANT ASSEMBLY	EA	5	\$ 9,000.00	\$ 45,000.00
404.4.1.A.1	WATER SERVICE CONNECTION (2-INCH DOMESTIC)	EA	7	\$ 2,300.00	\$ 16,100.00
404.4.1.A.1	WATER SERVICE CONNECTION (3-INCH FIRE)	EA	6	\$ 4,000.00	\$ 24,000.00
404.4.1.A.1	WATER SERVICE CONNECTION (6-INCH FIRE)	EA	1	\$ 4,500.00	\$ 4,500.00
404.4.1.A.1	WATER SERVICE CONNECTION (2-INCH IRRIGATION)	EA	3	\$ 3,500.00	\$ 10,500.00
501.4.1.A.1	GRAVITY SEWER PIPE 10" SDR-35	LF	765	\$ 38.00	\$ 29,070.00
502.4.1.G.1	48" SANITARY SEWER MANHOLE FRAME AND LID	EA	7	\$ 3,500.00	\$ 24,500.00
504.4.1.D.1	6" SEWER SERVICE	EA	7	\$ 1,500.00	\$ 10,500.00
504.4.1.D.2	4" SEWER SERVICE	EA	1	\$ 1,000.00	\$ 1,000.00
504.4.1.C.1	SEWER SERVICE LINE ADJUSTMENT (4-INCH GRAVITY)	EA	9	\$ 1,500.00	\$ 13,500.00
504.4.1.D.1	SEWER SERVICE LINE ABANDONMENT (4-INCH GRAVITY)	EA	11	\$ 500.00	\$ 5,500.00
706.4.1.A.5	STANDARD 6" VERTICAL CONCRETE CURB AND GUTTER	LF	15	\$ 35.00	\$ 525.00
706.4.1.E.1	CONCRETE SIDEWALK, THICKNESS 4"	SY	848	\$ 55.00	\$ 46,627.78
706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	SY	158	\$ 75.00	\$ 11,833.33
706.4.1.H.1	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	EA	6	\$ 2,200.00	\$ 13,200.00
706.4.1.I.1	CONCRETE DRAINAGE CURB CUT	EA	3	\$ 200.00	\$ 600.00
802.4.1.A.1	CRUSHED AGGREGATE FOR BASE, TYPE I	CY	32	\$ 43.00	\$ 1,387.94
810.4.1.A.1	PLANT MIX PAVEMENT (3" THICKNESS)	TON	34	\$ 130.00	\$ 4,390.18
	GRADE SWALES	SY	1,146	\$ 4.00	\$ 4,584.00
	REVEGATION OF SWALES	SY	1,146	\$ 3.00	\$ 3,438.00
	SINGLE DEPTH DRY WELL	EA	6	\$ 3,300.00	\$ 19,800.00
	DOUBLE DEPTH DRY WELL	EA	6	\$ 4,500.00	\$ 27,000.00
	TREE REMOVAL	EA	6	\$ 500.00	\$ 3,000.00
	TREE (GYMNOCLADUS DIAICA)	EA	16	\$ 600.00	\$ 9,600.00
	TREE (PLANTANUS X ACERIFOLIA)	EA	16	\$ 600.00	\$ 9,600.00
	TREE (QUERCUS BICOLOR)	EA	8	\$ 600.00	\$ 4,800.00
	TREE (ZELKOVA SERRATA)	EA	7	\$ 600.00	\$ 4,200.00
	STOP SIGN	EA	1	\$ 1,000.00	\$ 1,000.00
	24" STOP BAR	SF	31	\$ 4.00	\$ 124.00
1001.4.1.A.1	BMP INSTALLATION	LS	1	\$ 6,500.00	\$ 6,500.00
1051.4.1.A.1	CONSTRUCTION SURVEYING & STAKING	LS	1	\$ 5,000.00	\$ 5,000.00
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
1567.4.1.A.1	SWPPP PREPARATION & IMPLEMENTATION	LS	1	\$ 3,500.00	\$ 3,500.00
2010.4.1.A.1	MOBILIZATION (10% OF TOTAL)	LS	1	\$ 6,334.60	\$ 6,334.60
	CONTINGENCY (10% OF TOTAL)	LS	1	\$ 6,968.06	\$ 6,968.06
	<b>TOTAL BID SCHEDULE A</b>				<b>\$ 415,388.90</b>

**ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR**

**The Landing at Post Falls – Phase I**

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

**ATTACHMENT "D"**

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

**Post Falls Apartments, LLC**

**FOR**

**The Landing at Post Falls – Phase I**

CONSTRUCTION DRAWINGS

Plans Titled: **The Landing at Post Falls – Phase I**

Dated: **6/16/26**

By: **Brett Cummings, P.E.**

Sheets 1 through **42**

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

**Post Falls Apartments, LLC**

**FOR**

**The Landing at Post Falls – Phase I**

**CONSTRUCTION SCHEDULE**

Developer to submit a construction schedule.



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

**Post Falls Apartments, LLC**

**FOR**

**The Landing at Post Falls – Phase I**

**ENGINEERING SERVICES FEE SUMMARY**

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

Items	Units	Quantity	Base Fee	Rate (\$/unit)	Total
Utility ROW			100		0
Commercial ROW		1	350		350
Residential ROW			150		0
Utility Trench	LF	1			
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft		450	0	0
	>800 ft	3488	0	0.85	2964.8
Curb and Gutter	LF	15	150	0.6	159
Sidewalk/Approaches	LF	2023	150	0.6	1363.8
Swales and Drywells					
	Swale	1146	150	0.2	379.2
	Drywell	12	0	60	720
Pavement	SY	17	150	0.5	158.5
Water Pressure Test		1	0	120	120
Sewer Pressure Test		6	0	120	720
Street Trees		47	0	40	1880
<b>Total</b>					<b>8815.3</b>

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

**Post Falls Apartments, LLC**

FOR

**The Landing at Post Falls – Phase I**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

ENGINEER NAME: **Brett Cummings, P.E.**

ENGINEERING FIRM: **HMH Engineering**

ADDRESS: **3882 N. Schreiber Way #104**

CITY: **Coeur D’Alene**      STATE: **Idaho**      ZIP: **83815**

PHONE NO.: **(208) 635-5825**

E-MAIL ADDRESS: **[bcummings@hmh-llc.com](mailto:bcummings@hmh-llc.com)**

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

**Post Falls Apartments, LLC**

FOR

**The Landing at Post Falls – Phase I**

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

**Post Falls Apartments, 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:           **N/A**          

Street light type: \_\_\_\_\_

(\_\_\_\_\_) lights X 12 months X \$\_\_\_\_\_ per month = \$\_\_\_\_\_

Street light type: \_\_\_\_\_

(\_\_\_\_\_) lights X 12 months X \$\_\_\_\_\_ per month = \$\_\_\_\_\_

TOTAL = \$\_\_\_\_\_

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

**Post Falls Apartments, LLC**

**FOR**

**IRRIGATION SYSTEMS**

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size – 2” (QTY 3 - \$1,459.94 each)	<b>\$ <u>4,379.82</u></b>
Capitalization Fee – 2” (QTY 3 - \$17,479 each)	<b>\$ <u>52,437.00</u></b>
Total Irrigation Connection Fee	<b>\$ <u>10.00</u></b>

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

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

**Post Falls Apartments, 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 Trees option.

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Palus, City Engineer

**SUBJECT:** Addendum II to the Arrive Post Falls Construction Improvement Agreement (SYSCO Lift Station Pump Reimbursement)

---

**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Calendar, City Council authorizes the Mayor to sign the Construction Improvement Agreement Addendum II for the SYSCO Lift Station and obligates the City's acquisition of two (2) pumps for the project.

**DISCUSSION:**

The City of Post Falls entered into a development agreement with the Pointe (CCM) Zone Change in 2022. In 2024, the City approved Addendum #1 to the development agreement that required Arrive Post Falls to provide capacity improvements to the SYSCO Lift Station related to the flows attributable to that project. Addendum #1 additionally required the City to pay for a portion of the capacity improvements related to needs of the collections system unrelated to the additional flows from the Arrive Post Falls Project. Addendum #1 contemplated that the City would meet their obligation by providing two (2) of the three (3) pumps required to upgrade the lift station. The project proponents have now completed the design of the needed capacity improvements, and are ready to start construction. Plans were previously approved, and a Construction Improvement Agreement was executed on 12/16/2025. Acquiring all pumps at the same time and having one contractor do the installation and startup certifications creates efficiencies in contract execution for both the City and the project proponent. The estimated total cost for the City's two (2) pumps is \$88,052.00. A 10% contingency is included in the estimated fiscal impact to account for potential price volatility from the last acquired pricing by the pump supplier (06/03/2026). The project proponent will be completing approximately \$315,719 of capacity and associated upgrades to the SYSCO Lift Station.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

12/16/2025 - Arrive Post Falls Construction Improvement Agreement (CIA), with Addendum #1  
07/11/2024 - Addendum #1 Development Agreement Point (CCM) Zone Change (RZNE-001-2022)  
08/16/2022 - Development Agreement Pointe (CCM) Zone Change (RZNE-001-2022)

**APPROVED OR DIRECTION GIVEN:**

Approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

\$96,858.00

**BUDGET CODE:**

652-463.3220.95520

**ATTACHMENTS:**

1. sysco ls pumps cia

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

**ARRIVE POST FALLS**

**CONSTRUCTION IMPROVEMENT AGREEMENT ADDENDUM II  
SYSCO LIFT STATION PUMP REIMBURSEMENT**

The Developer (FLT Post Falls FLTE, LLC and FLT Post Falls YB, LLC) entered into a Construction Improvement agreement with the City of Post Falls, dated December 16, 2025, for the Arrive Post Falls project that includes Addendum I for SYSCO Lift Station Improvements. The Developer has estimated obligations of \$315,718.70 for improvements to the SYSCO lift station. With the Lift Station Improvements, the City of Post Falls is responsible for replacement of two (2) of the three (3) pumps necessary to operate the Lift Station (Reference Addendum #1 to the Development Agreement Pointe (CCM) Zone Change (file No. RNZE-001, 2022)).

The estimated cost of pumps is \$44,026.00 each (estimate 06/03/2026) for a total estimated reimbursement amount of \$88,052.00 billable from:  
GL Account 652-463.3220.95520.

Upon completion of the installation of the pumps and transfer of ownership to the City, the City agrees to reimburse the Developer up to \$96,858.00 within 40 days of receipt of an invoice requesting reimbursement and providing copies of the bill of sale for acquisition of the pumps. The invoice will be addressed to the Project Manager at the following address:

Robert S. Palus, PE – City Engineer  
City of Post Falls  
408 N. Spokane Street  
Post Falls, ID 83854  
[rpalus@postfalls.gov](mailto:rpalus@postfalls.gov)

Past due amounts may bear a finance charge not to exceed 1% of the past due amount per month.

**DEVELOPER:**

FLT POST FALLS FLTE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Ron Wu, Vice President

FLT POST FALLS YB, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Ron Wu, Vice President

**CITY OF POST FALLS:**

By: \_\_\_\_\_  
Randy Westlund, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

WITNESS:

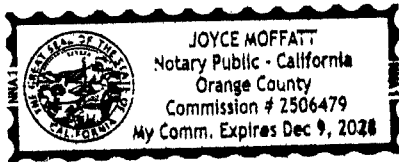
\_\_\_\_\_  
Print Name:

**DEVELOPER ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
County of Orange ) ss

On this 22 day of June 2026, before me, a Notary Public for the State of California, personally appeared Ron Wu, the Developer of Arrive Post Falls, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement Addendum II, and acknowledged that they executed such Agreement.

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

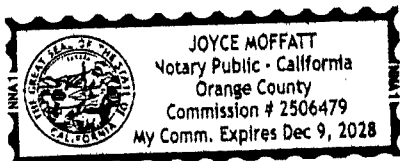


[Signature]  
Notary Public for State of California  
Residing at: Irvine, CA  
Commission Expires 12/9/2028

STATE OF CALIFORNIA )  
County of Orange ) ss

On this 22 day of June 2026, before me, a Notary Public for the State of California, personally appeared Ron Wu, the Developer of Arrive Post Falls, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement Addendum II, and acknowledged that they executed such Agreement.

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



[Signature]  
Notary Public for State of California  
Residing at: Irvine, CA  
Commission Expires 12/9/2028

**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:\_\_\_\_\_

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Pleasant View Meadows Annexation (ANNX-25-10)

---

**ITEM AND RECOMMENDED ACTION:**

This agenda item is a public hearing on a request to annex an approximately 4.524 acre parcel located approximately 100' north of the intersection of Highwater Drive and Pleasant View Road on the east side of Pleasant View Road. The hearing also addresses a request to zone the parcel as Residential Mixed (RM). 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:**

H2 Surveying & Engineering, LLC, is requesting the City Council annex an approximately 4.524 acre parcel, located approximately 100' north of the intersection of Highwater Drive and Pleasant View Road on the east side of Pleasant View Road and zone the property as Residential Mixed (RM). 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?

Next Steps:

After the hearing, staff will draft a final written decision based on the council's motion to approve or deny the request. 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:**

NA

**APPROVED OR DIRECTION GIVEN:**

On March 10, 2026, the Planning and Zoning Commission recommended assigning the Residential Mixed (RM) zoning designation if City Council decides to approve the proposed annexation.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

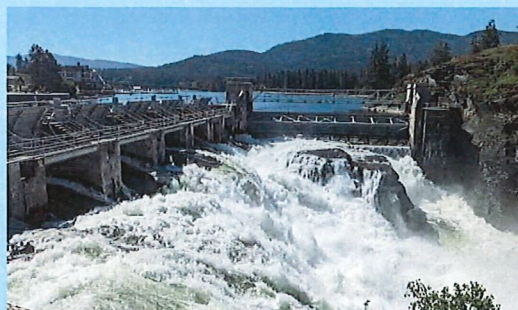
**ATTACHMENTS:**

1. Pleasant View Powerpoint
2. CC Pleasant View Meadows Annexation Staff Report
3. Exhibit PA-6 BPA Comments\_Pleasant View ANNEX-25-10
4. PA-7 Phillips 66 Comments\_Pleasant View ANNEX-25-10
5. Exhibit PC-2 Henderson Comments\_Pleasant View ANNEX-25-10

# Pleasant View Meadows Annexation

## ANNX-25-10

July 7, 2026



Jon Manley – Planning Manager

1

**OWNERS:** Pleasant View Meadows, LLC

**APPLICANT:** H2 Surveying & Engineering

**REQUESTED ACTIONS:**

**Annexation:** Applicant is requesting City Council to approve the requested annexation and assign the Residential Mixed (RM) zoning on approximately 4.13-acres into the City of Post Falls.

**HOUSING MIX:** Single Family Twin-homes and MF Townhomes

## Pleasant View Meadows Annexation



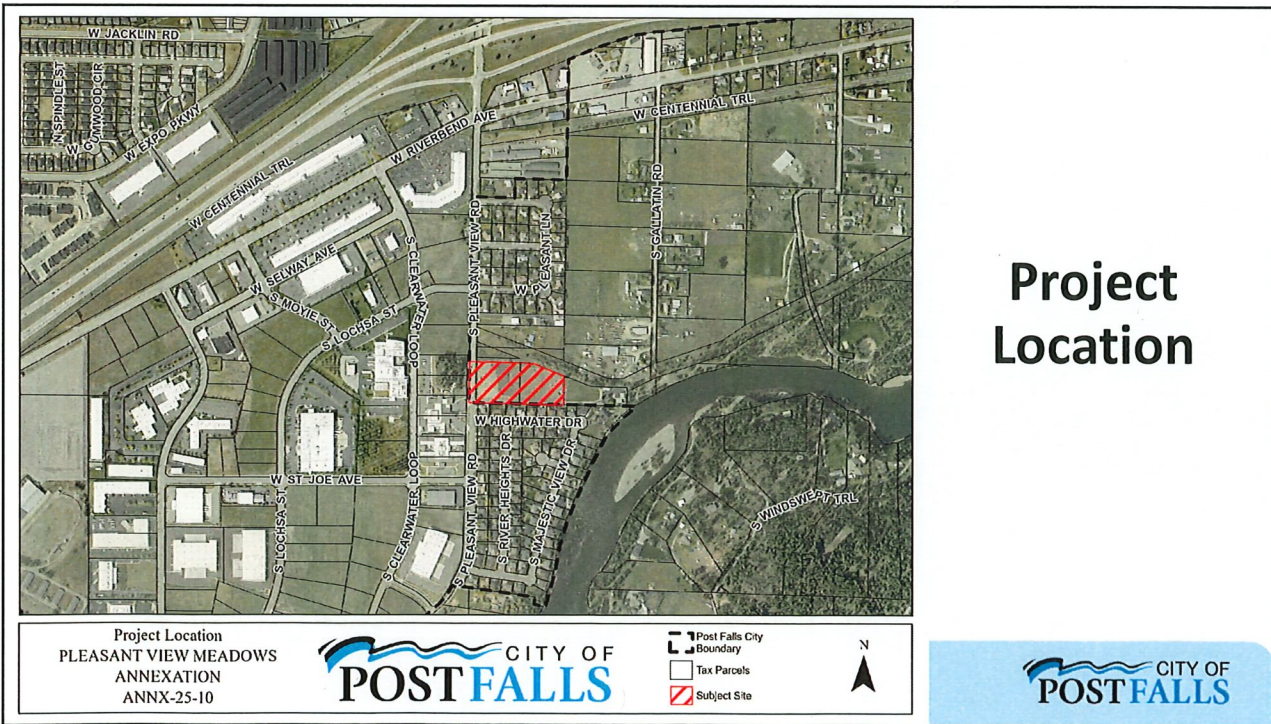
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**MARCH 10, 2026:**

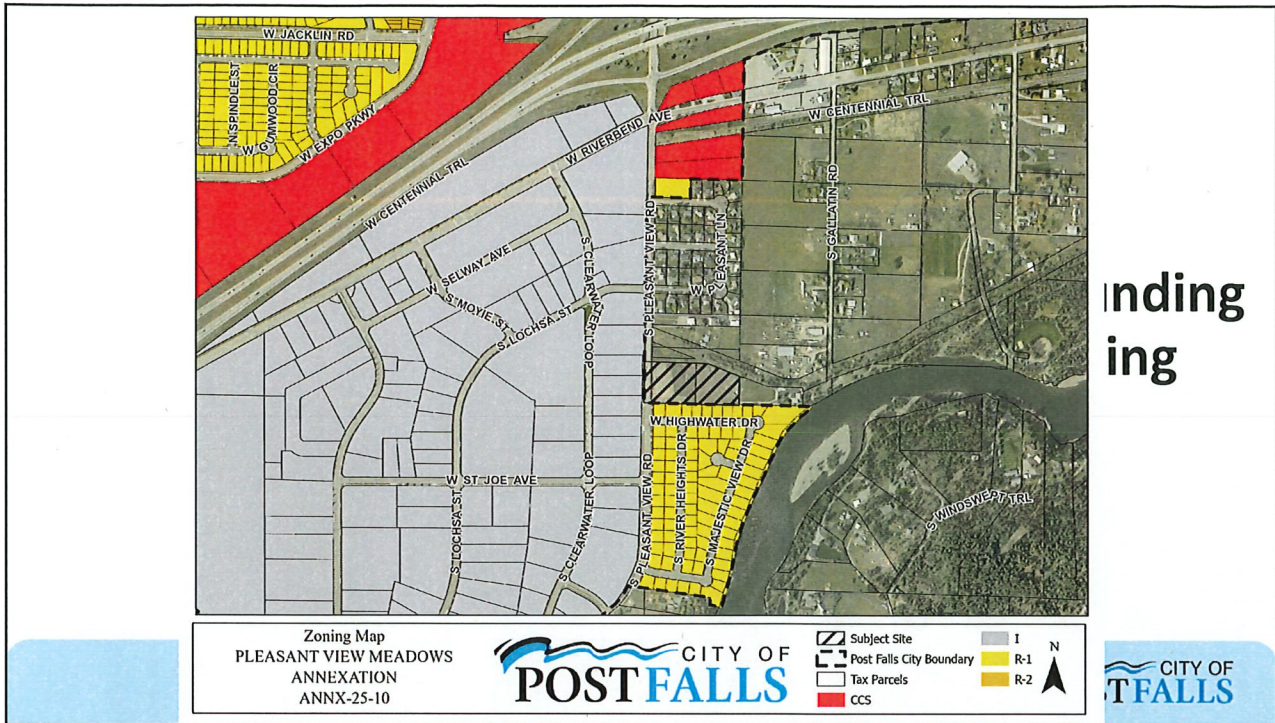
Commission forwarded the recommendation for the Residential Mixed (RM) zoning on approximately 4.13-acres proposal.

**HOUSING MIX:** Per Narrative – Single Family and MF Townhomes

3



4



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<p style="text-align: center;"><b>Land Use &amp; Site</b></p> <ul style="list-style-type: none"> <li>• Site contains two (2) undeveloped lots</li> <li>• Over the Rathdrum Prairie Aquifer</li> <li>• This site was a former dump site, which has been remediated.</li> </ul>	<p style="text-align: center;"><b>Water</b></p> <ul style="list-style-type: none"> <li>• East Greenacres Irrigation District</li> </ul>
<p style="text-align: center;"><b>Wastewater</b></p> <ul style="list-style-type: none"> <li>• City of Post Falls</li> <li>• The City has the capacity to provide service and is willing to serve to the property at the requested density</li> </ul>	<p style="text-align: center;"><b>Traffic</b></p> <ul style="list-style-type: none"> <li>• Pleasant View Road is a major collector roadways</li> <li>• Additional rights-of-way and easement would need to be provided as part of annexation and road widening at the time of development</li> </ul>

**Additional Information**

**CITY OF POST FALLS**

6

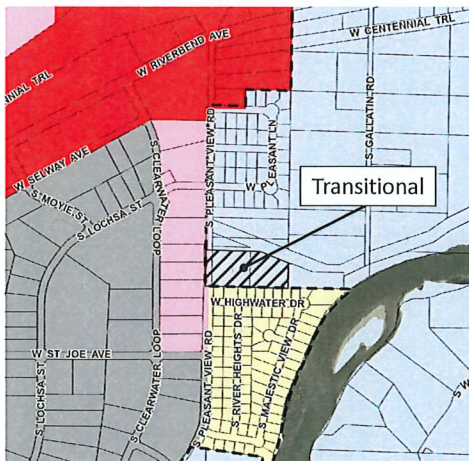
1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are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



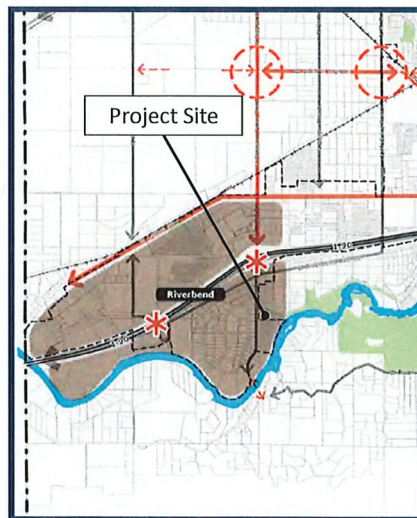
7

### Future Land Use Designation



Transitional Future Land Use Designation – See Focus Area

### Riverbend Focus Area





## Future Land Use Designation/Focus Area





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## Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
<u>Riverbend Focus Area</u>			
<p>This area is developing into a mixed-use center that benefits from its proximity to the Idaho–Washington state line and the Spokane metropolitan area.</p> <ul style="list-style-type: none"> <li>- Anchored by the region’s second-largest industrial park, Riverbend Commerce Park, it includes major national businesses, workforce and research facilities!</li> <li>- Its expected to continue attracting commercial, high-tech, hospitality, entertainment, and residential development.</li> </ul>		<p>[G.01]: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health</p>	<p>[P.02]: Apply or revise zoning designations with careful consideration of factors including:</p> <ul style="list-style-type: none"> <li>Future land use mapping;</li> <li>Compatibility with surrounding land uses;</li> <li>Infrastructure and service plans;</li> <li>Existing and future traffic patterns;</li> <li>Goals and policies of the comprehensive plan, related master plan and/or facility plans.</li> </ul>
			

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## Zone Change Comprehensive Compatibility

Future Land Use Designation	Focus Area	Comprehensive Goals	Comprehensive Policies
<u>Riverbend Focus Area</u>			
<p>This area is developing into a mixed-use center that benefits from its proximity to the Idaho–Washington state line and the Spokane metropolitan area.</p> <ul style="list-style-type: none"> <li>- Anchored by the region’s second-largest industrial park, Riverbend Commerce Park, it includes major national businesses, workforce and research facilities!</li> <li>- Its expected to continue attracting commercial, high-tech, hospitality, entertainment, and residential development.</li> </ul>		<p>[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>	<p>[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>
			

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**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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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
Ziplay Fiber	Spectrum	Coeur d'Alene Garbage
Union Pacific Railroad		

**Agencies Notified** 

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**[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] Phillips – No utilities in vicinity**

**[PA-4] DEQ– No Environmental Impact Concerns**

**[PA-5] Post Falls Highway District – No concerns**

**[PA-6] BPA– No comment No BPA ROW**

**Agency Comments**



15

**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?**

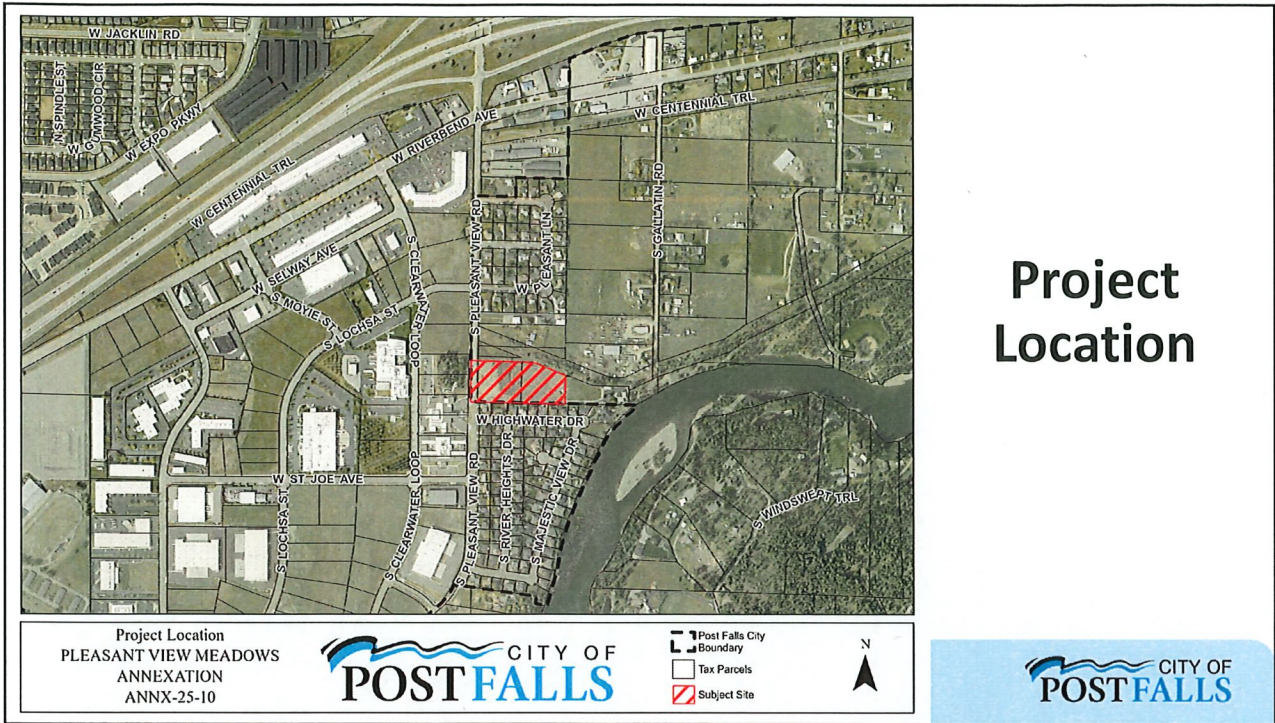
**2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?**

**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**



16



# Project Location



**CITY OF POST FALLS  
STAFF REPORT**

---

**DATE:** JUNE 22, 2026  
**TO:** CITY COUNCIL  
**FROM:** JON MANLEY, PLANNING MANAGER • [jmanley@postfalls.gov](mailto:jmanley@postfalls.gov) / 208-457-3344  
**SUBJECT:** STAFF REPORT FOR THE JULY 7, 2026, CITY COUNCIL MEETING  
PLEASANT VIEW MEADOWS ANNEXATION ANNX-25-10

---

**INTRODUCTION:**

H2 Surveying & Engineering, LLC has been retained by Pleasant View Meadow, LLC (Owner) and is requesting approval to annex approximately 4.524-acres with Rights-of-Way consisting of two (2) separate parcels (4.13-acres) within the City of Post Falls with a zoning request of Mixed Residential (RM) 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 R2 on November 20, 2025.

**PROJECT INFORMATION:**

**Project Name / File Number:** Pleasant View Meadows Annexation File No. ANNX-25-10

**Owners:** Pleasant View Meadows, LLC

**Applicant:** H2 Surveying & Engineering, LLC

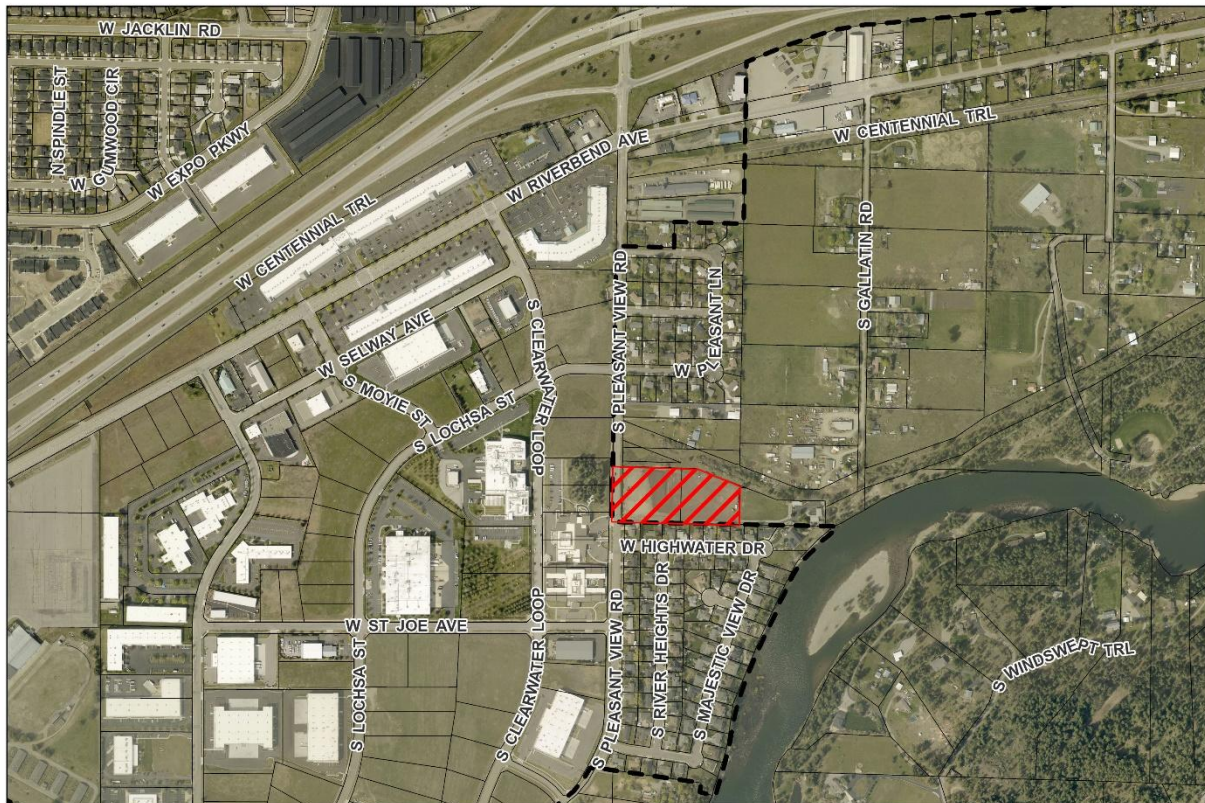
**Project Description:** Annex approximately 4.524-acres within the City of Post Falls with a zoning request of Residential Mixed (RM).

**Project Location:** 561 S. Pleasant View Road, approximately 100' north of the intersection of W. Highwater Drive and S. Pleasant View Road along the east side of S. Pleasant View Rd.

**AREA CONTEXT (proposed site hatched red below):**

**Surrounding Land Uses:** Located to the south is single-family R-1 Subdivision. To the north is the "Corbin Ditch" future City of Post Falls Trail. To the west is a Veteran Home.

**Area Context Vicinity Map:**



Project Location PLEASANT VIEW MEADOWS ANNEXATION ANNEX-25-10		<ul style="list-style-type: none"> <li> Post Falls City Boundary</li> <li> Tax Parcels</li> <li> Subject Site</li> </ul>	
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**EVALUATION OF ZONING APPROVAL CRITERIA:**

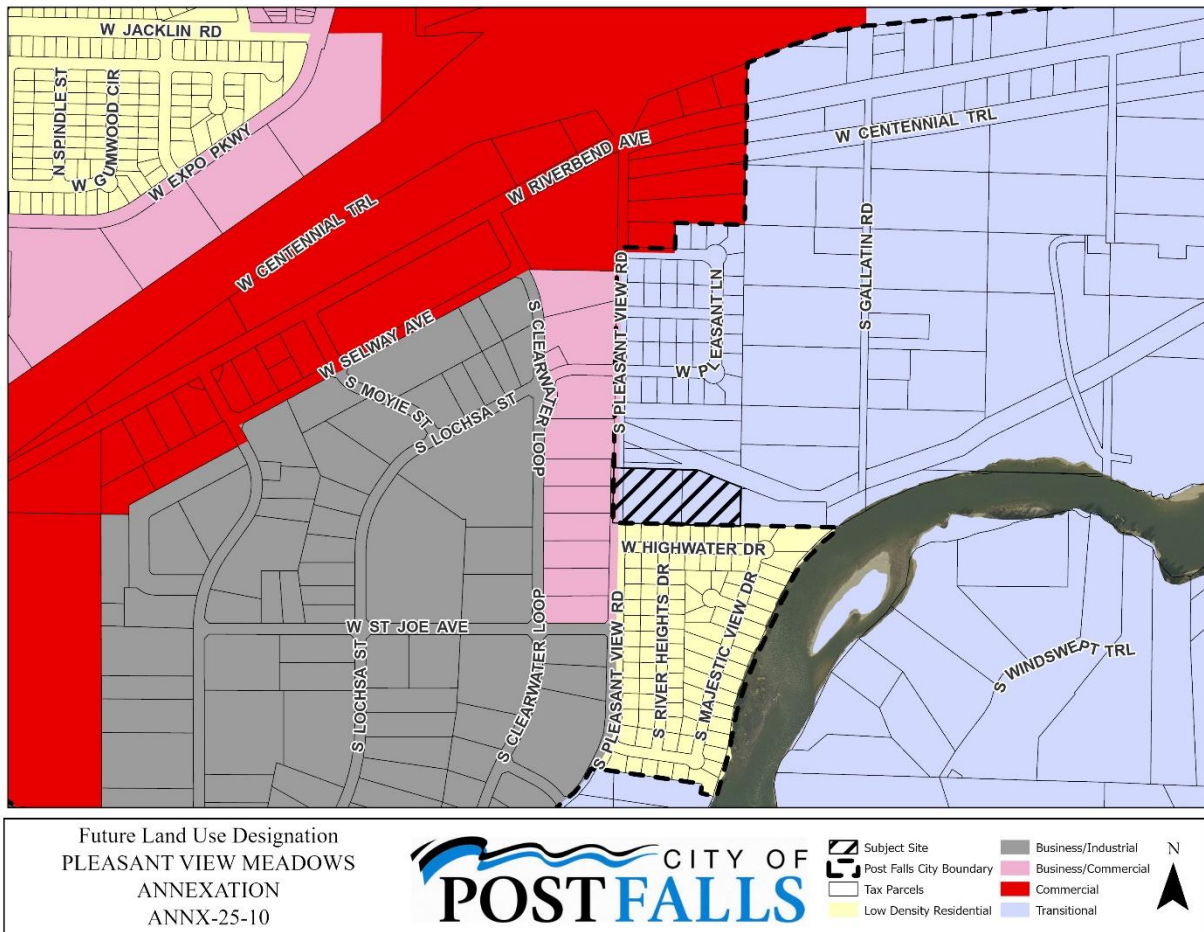
The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code

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 designates the subject property as **Transitional** (see image below). This designation applies to lands considered appropriate for future growth; however, the timing of such growth is not specifically established. Guidance for development within this designation is provided in the **Riverbend Focus Area**. Zoning applied to properties within the Transitional designation should be compatible with adjacent zoning and land uses within the City and consistent with the guiding principles of the Riverbend Focus Area. The subject site is bordered by properties designated **Transitional** to the north and east. To the south, properties carry a **Low-Density Residential** designation, and to the west, properties are designated **Business Commercial**, as illustrated on the Future Land Use Map below.



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

This is a developing mixed use center, taking advantage of proximity to the state line attracting business and customers from the Spokane metro area. The second largest industrial park in the

region, "Riverbend Commerce Park" is within this planning area. This area has become home to not only residences that desire to be perfectly situated between Coeur d'Alene and Spokane, but to some nationally known businesses such as Wal\*Mart, Cabela's, Sysco, ALK-Abello, Buck Knives, and Tedder Industries. There is also a Workforce Training Center and a University of Idaho Research Park to compliment the Riverbend developments. This area should continue to evolve, attracting commercial businesses, high tech companies, hotels, entertainment establishments, and **potentially additional residential**.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Riverbend focus area:

- Buffering between high and low-intensity development patterns should be maintained, employing use buffering and physical distance between said patterns;
- Maximize opportunities to improve river access

Staff Comment: The applicant intends to develop the property with some single family residential and multi-family development. Within the signed Annexation Agreement (Exhibit S-6), Section 5.2.10 states, Residential development shall be restricted to attached or detached single-family homes, duplexes, townhomes, or within a mixed used structure. Multi-family townhomes may also be constructed. If townhomes are constructed, no more than 6 single family units per structure.

**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 RM zone can deliver attainable housing choices for the workforce in the form of a cottage homes. Diversifying Post Falls housing stock may assist sustaining a balanced and resilient economy for Post Falls. Within the recent 2025 Housing Needs Analysis report, Homeownership Strategy #2 encourages the diversification of housing types to meet community needs.

**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 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.

**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 proposed annexation that is within an infill development area could be considered an efficient and effective measure to provide housing closer to City provided infrastructure and services. The following policies may or may not assist with this annexation 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 diversified housing projects may help further long-term fiscal health of the City through supporting both the Industrial and Commercial employment/commerce objectives. Diversification of Post Falls housing stock may assist sustaining a balanced and resilient economy as this 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.

- Maintain and enhance resident quality of life.

Staff Comment: Annexing as requested in the City may assist improving the resident's quality of life through further development. Being in a quasi-county island bounded by the river, some of this area has county roads without urban improvements such as sidewalks and multi-use trails, which may be a less than desirable scenario compromising public safety. Upon annexation and development could help enhance quality of life through providing improvements that are lacking in this area. Future residents would benefit from the site's adjacency to Riverbend Commerce Park, providing convenient access to an employment center. The property is also located near commercial services at "The Pointe" and other nearby employment centers and is approximately one-third of a mile from the I-90 interchange, offering convenient access to the regional transportation network.

- 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: As cited earlier, this applicant intends to construct single family and multi-family uses per Annexation Agreement (Exhibit S-6).

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located within 200 feet of the property's southwestern boundary at the intersection of Highwater Drive and Pleasant View Road. Sewer flow from this site flows to the Pleasant View Lift Station which has current capacity to service the site at the requested zoning. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve to the property at the requested density.

Existing capacity is not a guarantee of future service. Existing septic systems would be required to be decommissioned with development, in conformance with Panhandle Health requirements.

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

The Site is within the East Greenacres Irrigation District. The Irrigation District has identified they support the property being serviced by the City of Post Falls Water System. The City has water services within 200 feet of the property, at the same location as the sewer connection. City systems can be extended to the site and the City has capacity and is willing to serve the property with the requested zoning designation.

- Existing and future traffic patterns.

Staff Comment: The property is located adjacent to Pleasant View Road, a classified Major Collector Roadway. The existing roadway is configured as a 2-lane road with allowances for on-street parking. Based on the current Transportation Master Plan, less than 15% of the roadways capacity is currently being utilized. Modeled traffic volumes for 2035, which would include development of this property, indicates acceptable levels of service.

To accommodate projected traffic volumes and distribution for the year 2035; roadway widening in necessary at the time of site development, to match the existing roadway cross section in the adjacent development of Majestic View Estates. Dedication of rights-of-way and easement for a Major Collector roadway would be required at the time of annexation:

- Pleasant View Road Rights-of-way: 84-foot roadway, measured from the existing western rights-of-way line of Pleasant View Road. Being a northerly projection of the existing eastern rights-of-way line from the Majestic View Estates Subdivision.
  - Pleasant View Road Easement: 10-foot sidewalk, drainage and utility easement adjacent to the rights-of-way dedication.
- 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 underutilized properties within City limits.

Staff Comment: This site may be considered a compatible infill development.

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

- Surrounded by incorporated areas.

Staff Comment: The site is could be considered within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer. Sanitary sewer which is located withing 200 feet of the property. The City has capacity and is willing to provide service to the site. East Greenacres Irrigation District is the identified water purveyor for the project, but has indicated support for the City of Post Falls to provide water service. The City of Post Falls has the capacity and is willing to be the water purveyor for the site.

Pleasant View Road is classified as a Major Collector roadways with partial completion of urban improvements, in the vicinity, that have been completed with other projects

in the area. Development of the property aids long term traffic operations in the area.

- That support increased development intensity near the urban core.

Staff Comment: The site is located adjacent to the Riverbend Commerce Park, 2/3 of from the commercial near Pleasant View and 5<sup>th</sup> Ave. (i.e. Maverik's and Loves gas station) and about 1.3 miles from Walmart.

**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 RM zoning request would help provide land for future housing needs in an area projected to be incorporated into the city.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways along S. Pleasant View Road.

**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 of a subdivision, 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 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 previously within this staff report. 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 have been previously addressed and will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: The City was previously informed of concerns regarding potential mass grading and the disposal of non-suitable fill material on the site. Remediation efforts have been conducted, under a separate permit by Kootenai County Permit. Prior to any approval for site development, copies of permits and certification of remedial actions taken on the site shall be provided to the City.

No other 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 requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service. The City additionally has the capacity and is willing to provide water service to the site.

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

Staff Comment: The property abuts the City of Post Falls along its western and southern property lines. Utilities are reasonably located (200 feet) from the property and capable of providing service to the property. Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

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

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

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required.

**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.

**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

**PUBLIC PROCESS:** On March 10, 2026, the Post Falls Planning and Zoning Commission forwarded the recommendation for a zoning designation of Residential Mixed (RM) to be considered with the annexation application by the City Council. The Planning and Zoning Commissions Zoning Recommendation includes an evaluation of how the proposed development meets the required evaluation criteria for the requested zone change. Notice of the proposed annexation were mailed to property owners within 300 feet of the proposed project on June 17, 2026, and sent to appropriate jurisdictions and published in the Coeur d’Alene Press on June 19, 2026. The property will be posted by June 26, 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 4.524-acres and if the adopted zone change criteria have been met for the zoning designation of Residential Mixed (RM). If the City Council has heard sufficient testimony but needs additional time to deliberate before the final action, it may close the public hearing and move the deliberations to a date certain.

**ATTACHMENTS:**

**Applicant Exhibits:**

Exhibit A-1      Application  
Exhibit A-2      Narrative  
Exhibit A-3      Vicinity Map  
Exhibit A-4      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 Testimony**

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

# EXHIBIT A-1




## Record No: ANNX-25-10

Annexation

Status: Active

Submitted On: 12/30/2025

## Applicant

 Nancy Nick

 [Redacted]

 [Redacted]

 [Redacted]

[Redacted]

## Application Information

Did an Annexation Pre-app take place?\*

No

Applicant Type\*

Other

Description of Project/Reason for Request\*

Annexation into City of Post Falls for Mixed Use Development

Existing Zoning\*

Ag-Suburban

Adjacent Zoning\*

Ag-Suburban and Light Industrial

Current Land Use\*

Vacant

Adjacent Land Use\*

Light Industrial and Residential

Proposed Zone\*

Residential Mixed

## Owner Information

Name\*

[Redacted]

[Redacted]

[Redacted]

Phone\*

[REDACTED]

Email\*

[REDACTED]

Address\*

[REDACTED]

City, State, Zip Code

Post Falls, ID 83877

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## 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. \*

Nancy E Nick

Apr 23, 2025



# PLEASANT VIEW MEADOWS

## Annexation

City of Post Falls, Idaho

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SITE ADDRESS: 561 S PLEASANT VIEW RD, POST FALLS, ID 83854  
 PARCEL # / AIN: 0-3040-05-121-AA (110147)  
 & 0-3040-05-121-AB (206838)

h2 Surveying & Engineering, LLC has been retained by [REDACTED] to represent their interests in a request for annexation and subsequent development of 561 S. Pleasant View Road, Post Falls, Idaho, into a "Pleasant View Meadows subdivision." [REDACTED] is seeking approval for this annexation for properties that are bordering the Majestic View Estates 1<sup>st</sup> Addition subdivision along the southern border and the Riverbend Commerce Park Phase IV subdivision across S. Pleasant View Road to the West.

### Legal Description

Parcel One:

The West half of Lot 121 of Plat #9 EAST GREENACRES as on record with Kootenai County in Book "B" of Plats at Page 8 6, and the adjoining street as vacated January 11, 1966 in Book 47 of Miscellaneous records at Page 1, located in the Southwest quarter of Section 5, Township 50 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho, except the North 28.96 feet therefrom, and except the Northerly 35 feet of Tract 121 lying South of and adjacent to the canal right of way, as reserved by Spokane River Canal Company in Deed recorded in Book 149, Page 411.

Parcel Two:

The East half of Lot 121 of Plat #9 EAST GREENACRES as on record with Kootenai County in Book "B" of Plats at Page 86, and the adjoining street as vacated January 11, 1966 in Book 47 of Miscellaneous records at Page 1, located in the Southwest quarter of Section 5, Township 50 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho, except the North 28.96 feet therefrom, and except any portion lying within or Northerly of the Corbin Ditch Canal as depicted in a Deed on record with Kootenai County in Book 79 of Deeds at Page 515, said Corbin Ditch Canal being modified by a deed recorded with Kootenai County in Book 47 of Deeds at Page 164, and except the Northerly 35 feet of Tract 121 lying South of and adjacent to the canal right of way as reserved by Spokane River Canal Company in Deed recorded in Book 149, Page 411.



## Project Overview

“Pleasant View Meadows” will be developed by [REDACTED], the Members of [REDACTED]. The combined acreage of 4.13 is vacant and is in the Kootenai County Ag/Suburban area. It is bordered on the South side by an existing City of Post Falls Subdivision, Majestic View Estates 1<sup>st</sup> Addition.

We are requesting Residential Mixed (RM) zoning for this proposed annexation. Granting this annexation would allow the developer to develop a mix of smaller lots to accommodate affordable housing (per the goals in the City’s Comprehensive Plan). Upon annexation Pleasant View Meadows, LLC will model a proposed subdivision featuring a combination of single family and multi-family (townhomes) development. The existing access to the property is from S. Pleasant View Road and interior private road improvements and all access will come from S. Pleasant View Road. The Pleasant View Road frontage would be improved during development which will provide improved pedestrian access.

The proposed subdivision conforms to the intended zoning, supplies housing in a high demand market and makes connections to all purveyor services available indicating this project has all the merits necessary for approval for annexation and eventual subdivision. It further addresses the need for affordable housing for the growing population and work force to not only be able to work in Post Falls but also live in Post Falls.

## Alignment with Comp Plan

Pleasant View Meadows is committed to the long-term success of projects and upon selection of the subject property the development team vetted development ideas against the goals and policies contained in the City of Post Falls Comprehensive Plan (Comp Plan).

### LAND USE

The Pleasant View Meadows subdivision will promote compatible, well-designed development, consistent with surrounding subdivisions in character and configuration, that does not conflict with any of the existing City master plans.

In addition to the infrastructure improvements, the subsequent subdivision will incorporate beautification components with the planting of street trees and green corridors that beautify and enhance community value.

The Pleasant View Meadows subdivision will also create a community park/greenspace that will be centered between the single family and the multi-family portions of the subdivision, which again, aligns with the goals of the updated Comprehensive Plan in keeping with greenspace and a place for outdoor activities.

## HOUSING

The future subdivision intends to incorporate both single family and multi-family (townhome) housing. The internal roads will be privately maintained with on street parking and adjacent sidewalks to provide pedestrian access. The streets have 90-degree approach angles and are optimized for safety, traffic calming and aesthetic appeal, including sidewalks, landscaping and lighting.

Home construction would be of regionally similar materials that will match the character of existing homes that adjoin the subject property.

Additionally, it is the goal of the City in the current and upcoming Comprehensive Plan to focus on affordable, sustainable housing that will allow the work force to reside and live in the same area. This development does just that. By allowing this annexation it would pave a way for small lots and housing that is an alternative to the standard three-story apartment type living. In this setting the homeowners will have homes, yards, and a sense of pride of ownership and more specifically addresses the City of Post Falls **“Goal Set” Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty (G-03) as well as Keep Post Falls’ neighborhoods safe, vital and attractive (G-05); and further addresses the Policies of the City of Post Falls (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.19) Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.**

## PUBLIC SERVICES

Although the subject properties are located within East Green Acres Irrigation District, the District Manager has issued a letter allowing Pleasant View Meadows, LLC to pursue water service from the City of Post Falls. The subdivision construction will provide utility system continuity and complete important connections for dry utilities and the water and sewer systems managed by the City of Post Falls. The result of the project will be services that are high quality, effective, and affordable. The proposed subdivision is located just minutes from I-90 with convenient travel between Coeur d’Alene and Post Falls; and, is minutes from shopping, churches, trails and numerous outdoor activities.

Additionally, the City of Post Falls is considering installing a walking trail system in a vacated Corbin Ditch right-of-way, located adjacent to this project. If this trail is constructed in the future, it would provide easy access to the residents of this development.

A homeowners’ association will serve to protect and maintain common areas, open space areas, and adjacent landscaping along the S. Pleasant View Road public right-of-way.

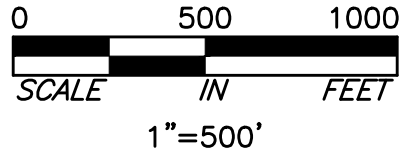
### **Preliminary Development Schedule**

There will be one continuous phase of development upon annexation and subsequent subdivision approval. It is anticipated that the site improvements and infrastructure work will begin Fall of 2026 and be complete by the Fall of 2027.

**Technical Merit**

The proposed annexation and subsequent subdivision will provide valuable housing opportunities in alignment with the Comp Plan and diverse utility master plans. The Pleasant View Meadows development team respectfully requests the approval for annexation.

DATE  
12/15/2025  
JOB #  
2025-116



# EXHIBIT A-3



VICINITY MAP  
KOOTENAI COUNTY, IDAHO



# EXHIBIT A-4



## AUTHORIZATION LETTER

Know all men by these presents that the undersigned does hereby authorize h2 to formally act on my behalf with respect to all matters relating to:

Project: Pleasant View Meadows Annexation and Mixed-Use Development

Located at: Parcel Nos: 0304005121AA / 0304005121AB

With this authorization, h2 has authority to fully represent this project, and the land owner/owner(s) when dealing with permitting agencies, and all matters that are associated with the process required to complete this project, but the signee of this document agrees that h2 is not legally responsible for this project. Further, by signing this document, the signee hereby agrees that they are the legal owner of the property/project stated above and do hereby authorize h2 to perform their contractual duties.

Property Owner (Printed Name): Pleasant View Meadows, LLC

Property Owner (Signature): By: [Signature] Date: 5/12/25

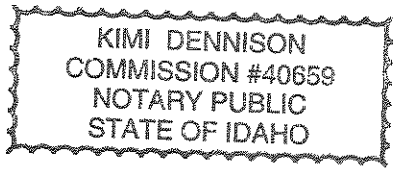
Property Owner (Signature): By: [Signature] Date: 5/12/25

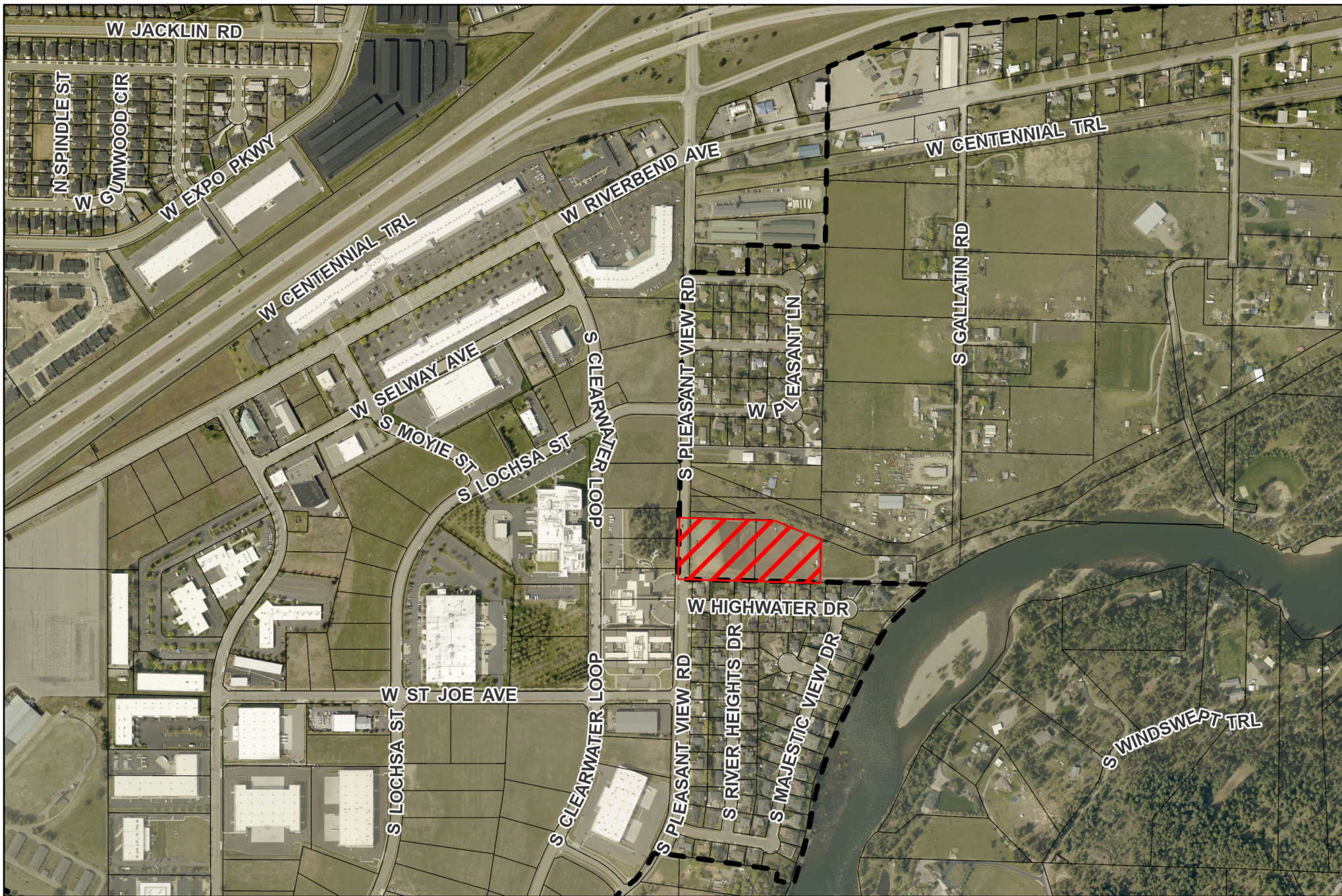
NOTARY: On May 12, 2025 (date) I personally witness the above noted party(ies) execute this document authorizing h2 to work on their behalf for all matter relating to this project.

Subscribed and sworn to before me this 12 day of May <sup>year</sup> 2025, 2025.

[Signature]  
Notary Public in and for the State of Idaho




My Commission Expires: 9-3-2027  
Residing: [Signature]

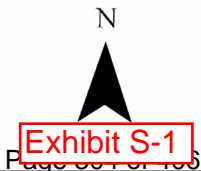


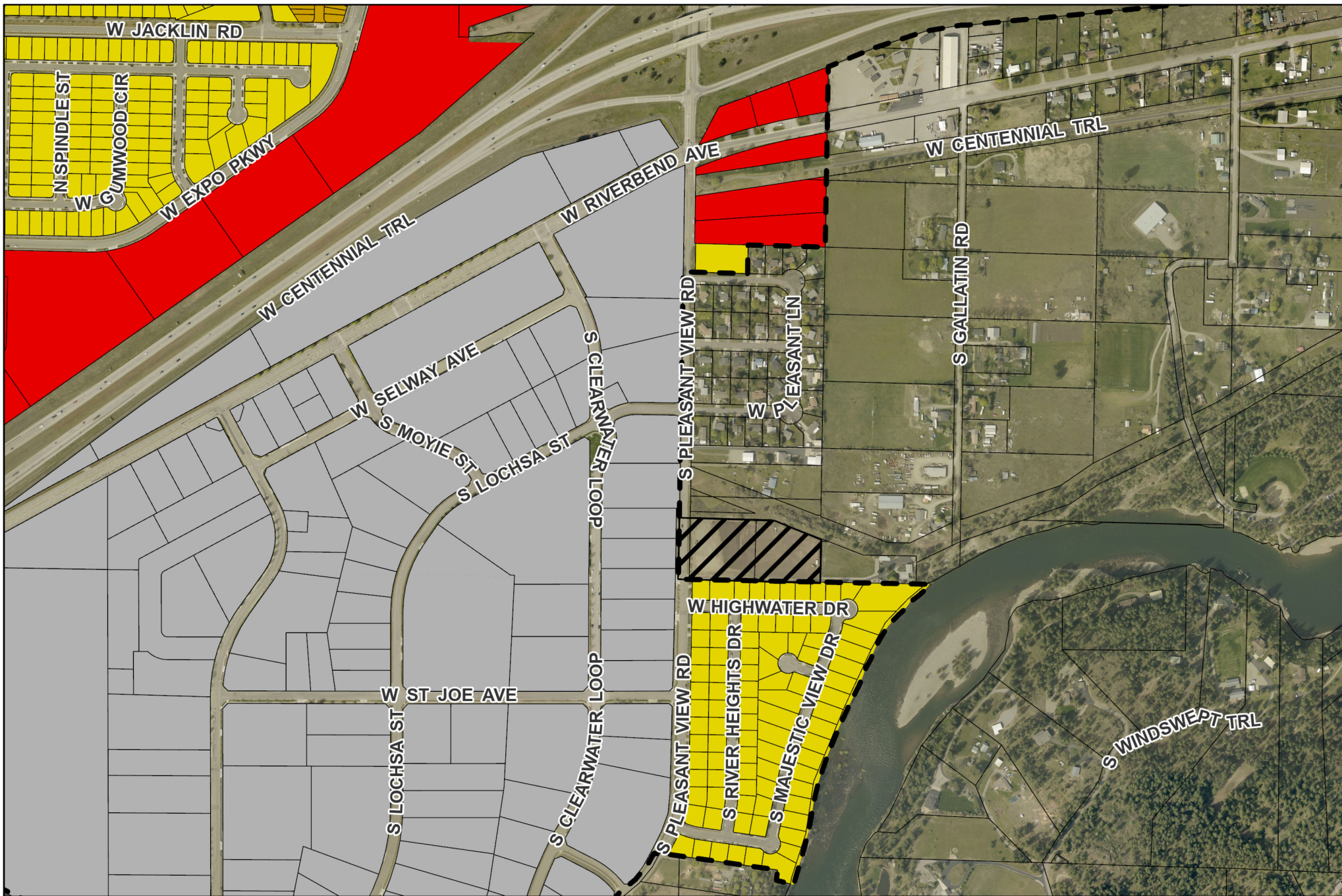


Project Location  
 PLEASANT VIEW MEADOWS  
 ANNEXATION  
 ANN-25-10








-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site






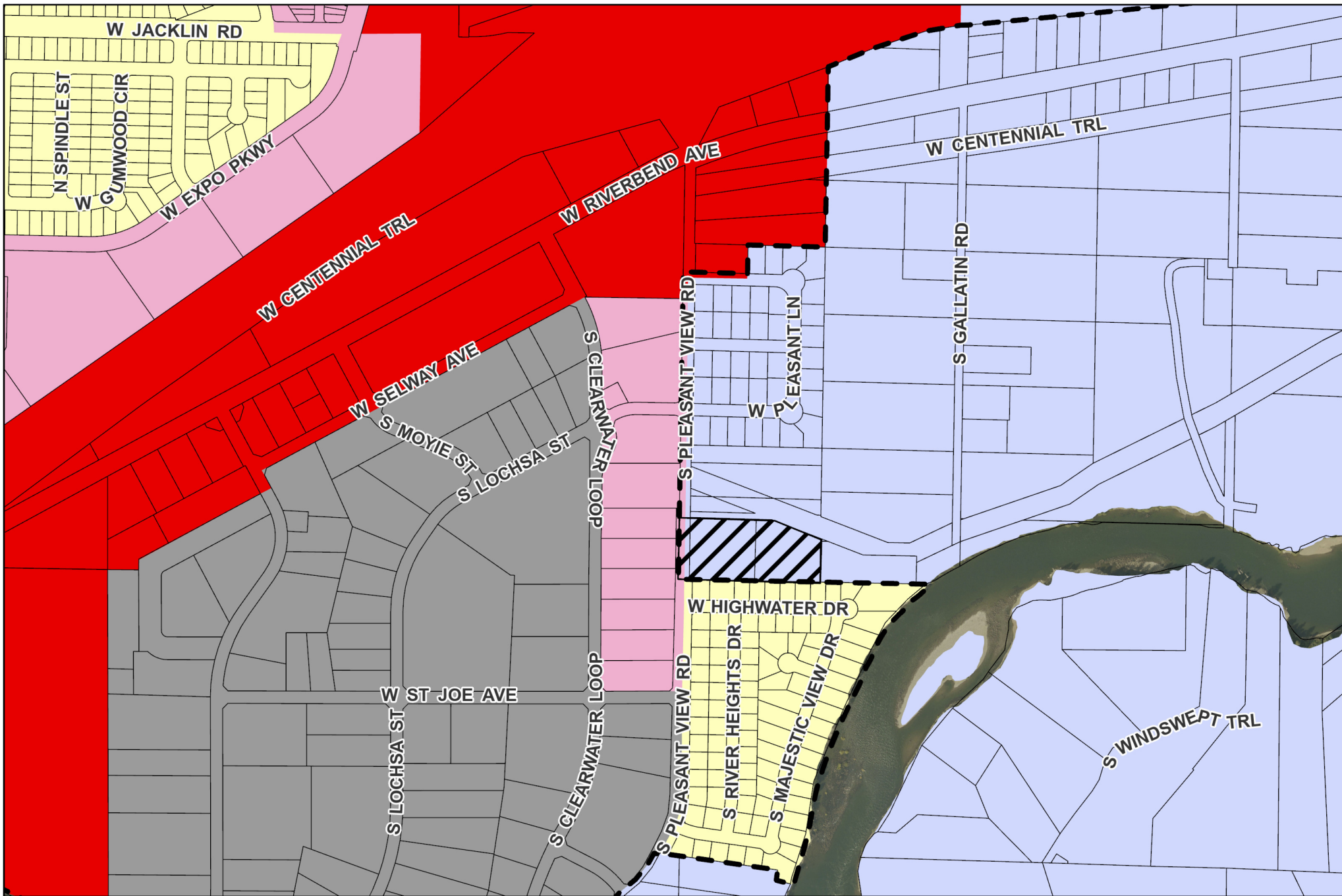
Zoning Map  
 PLEASANT VIEW MEADOWS  
 ANNEXATION  
 ANN-25-10



	Subject Site		I
	Post Falls City Boundary		R-1
	Tax Parcels		R-2
	CCS		

N





Future Land Use Designation  
 PLEASANT VIEW MEADOWS  
 ANNEXATION  
 ANNX-25-10



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



# EXHIBIT S-4

City of Post Falls  
Planning and Zoning Commission Minutes

March 10, 2026

~~adequate. Echo Drive improvements will be coordinated with the Post Falls Highway District through a development agreement. The applicant is also providing off-site sidewalk improvements along McGuire Road. Mr. Terzulli requested flexibility for internal road alignment adjustments and discussed potential options for reduced rear yard setbacks for accessory structures, noting code limitations. He stated the application meets all subdivision approval criteria.~~

~~Public Hearing Closed: 6:10 PM~~

~~Testimony: None~~

~~Deliberation~~

~~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.~~

~~Commissioners found that a will-serve letter from East Greenacres Irrigation District demonstrates adequate water service.~~

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

~~Commissioners found that the City of Post Falls has the ability and capacity to provide sewer service as proposed.~~

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

~~Commissioners found the proposal consistent with the Transportation Master Plan, including required improvements to Echo Drive and connectivity to adjacent developments. Flexibility for minor roadway alignment adjustments was supported at the staff level.~~

~~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.~~

~~Commissioners found no hazardous soil or topographical conditions were identified.~~

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

~~Commissioners found the proposal complies with R2 zoning requirements and applicable municipal code provisions. Discussion occurred regarding rear yard setbacks for accessory structures; however, Commissioners acknowledged this cannot be modified through the subdivision process.~~

~~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.~~

~~Commissioners found that required impact fees, Echo Drive improvements, and additional sidewalk improvements exceed minimum mitigation requirements and ensure impacts are appropriately addressed.~~

~~Motion by Commissioner Carey to move to approve Echo Estates File No. SUBD-24-4 finding that it meets the approval criteria in the Post Falls Municipal Code 17.12.060 as outlined in our deliberations subject to conditions one through seven and 10 and 11 as contained in the staff report and direct the staff to prepare written reasoned decision.~~

~~Second by Commissioner Schreiber~~

~~Vote: Carey Yes, Kimball Yes, Steffensen Yes, Schreiber Yes, Wilhelm Yes~~

~~Motion Carried~~

c. Pleasant View Annexation File No. ANNX-25-10

Public Hearing Opened: 6:17 PM

Staff report

Jon Manley, Planning Manager, presented the request for Residential Mixed (RM) zoning on approximately 4.13 acres located east of Pleasant View Drive. Mr. Manley stated the Commission is considering the zoning recommendation only. The site is designated Transitional on the Future Land Use Map and is within the Riverbend Focus Area. Surrounding uses include industrial and commercial uses to the west, single-family residential to the south, and county and City-owned properties to the north and east, including the Corbin Ditch corridor. The site is a former dump area that has undergone partial remediation. Sewer service will be provided by the City of Post Falls. Water service will be provided by the City. Pleasant View Road is a major collector and will be improved with future development. Mr. Manley stated the request is consistent with Comprehensive Plan goals and policies, including housing diversity and infill development. No agency comments indicated adverse impacts.

**Applicant:**

Randy Hamilton, H2 Surveying and Engineering, presented the application on behalf of Pleasant View Meadows, LLC. Mr. Hamilton stated the proposal includes a mix of townhomes and smaller single-family homes. A central open space area is proposed, including approximately one acre located on a portion of the previously remediated site. Water and sewer service will be provided by the City of Post Falls. Future development will include improvements to Pleasant View Road and internal infrastructure. An HOA will be established to maintain common areas. Mr. Hamilton stated the site has undergone remediation, including removal of undocumented fill and reconstruction of the site. The remaining area will be utilized as open space. He stated the request is consistent with the Comprehensive Plan and requested approval.

**Testimony**

In-Favor: None  
Neutral: None  
In Opposition: None

**Rebuttal**

**Public Hearing Closed: 6:44 PM**

**Deliberation:**

**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 Commission found the RM zoning consistent with the Transitional designation, which supports compatibility with surrounding uses. The site is buffered by infrastructure and nearby residential development, making it appropriate for residential zoning. The proposal also aligns with the Riverbend Focus Area, which envisions a mix of residential and supporting uses.

**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?**

The Commission found consistency with Goal 7 by supporting a mix of housing types, including smaller-scale and workforce housing. Under Policy 8, the site was identified as infill, supporting efficient service delivery and coordinated growth. Policy 15 was met by providing opportunities for diverse and attainable housing near employment areas.

**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 Commission found no evidence of adverse impacts, noting that agencies were notified and no negative comments were received. Therefore, this criterion was satisfied.

Motion by Commissioner Kimball moved to recommend approval of the *Pleasant View Meadows Annexation* (File No. ANN-25-10), finding that the requested RM zoning designation meets the approval criteria set forth in Post Falls Municipal Code 18.20.100, as outlined during deliberations. The motion also directs staff to prepare a zoning recommendation for City Council.

Second by Commissioner Carey

Vote: Schreiber – No, Steffensen – yes, Carey – yes, Wilhelm – yes, Kimball – yes

Motion Carried

**5. ADMINISTRATIVE / STAFF REPORTS**

None

**6. COMMISSION COMMENT**

Manley: Just to remind you that we have a second meeting on March 31<sup>st</sup>.

**7. ADJOURNMENT**

7:08 PM

Date: 4/14/26

Chair: James Steffensen

Attest: Darcy Thunwacker

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

# EXHIBIT S-5

## Pleasant View Annexation File No. ANNX-25-10

### Planning and Zoning Commission Zoning Recommendation

#### A. INTRODUCTION:

APPLICANT: H2 Surveying & Engineering, LLC.

OWNER: Pleasant View Meadows, LLC.

LOCATION: 561 S. Pleasant View Road, approximately 100' north of the intersection of W. Highwater Drive and S. Pleasant View Road along the east side of S. Pleasant View Road.

REQUEST: Zoning recommendation of Residential Mixed (RM) on approximately 4.524-acres, as depicted in Exhibit A-2.

#### B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 YPL Comments
10. PA-2 KCFR Comments
11. PA-3 Philips 66 Comments
12. PA-4 DEQ Comments
13. PA-5 PFHD Comments
14. PC-1 Lingle Comments
15. PZ Staff Report
16. Testimony at the March 10, 2026, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the March 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.

#### **Jon Manley, Planning Manager**

Mr. Manley presented the application for the Pleasant View annexation request. The applicant seeks a recommendation of Residential Mixed (RM) zoning for approximately 4.524-acres. The site is located on the east side of Pleasant View Drive, just northeast of West Highwater Drive, and consists

of two undeveloped lots lying with unincorporated Kootenai County. He noted the surrounding properties included industrial zoning to the west, single-family residential to the south, county and city properties to the north and east, and the adjacency of the Corbin Ditch which under long-term plans are for inclusion into the city trail system. Mr. Manley also stated that this property had formerly been used as a dump site and upon that discovery a prior subdivision had been denied. Since that time additional remediation work has been undertaken by the applicant.

Mr. Manley stated that wastewater service would be provided by the City of Post Falls and that capacity had been identified to serve the property. East Greenacres Irrigation District would serve the property as the water provider and Pleasant View Road adjacent to the property is classified as a major collector and additional right-of-way would be included at the time of development.

The Future Land Use Map designates the site as Transitional, directing the Riverbend Focus Area for guidance on zoning designations. The Riverbend Focus Area supports development of a mixed-use center influenced by the site's proximity to Idaho, Washington, Interstate 90, and nearby hospitality, commercial, and entertainment uses, as additional residential development being sought in the area. Comprehensive Plan Goals 1, 7, and 12, could support the RM zone request together with cited policies regarding zoning review, diversification of housing types, fiscal health, and treatment of county pockets or quasi-county islands. He concluded that no notified agencies submitted comments expressing concern regarding impacts on service delivery from the zoning recommendation.

**Randy Hamilton, H2 Engineering, Applicant**

Mr. Hamilton appeared on behalf of Pleasant View Meadows LLC and corrected the utility record to state that water would be served by the City of Post Falls rather than East Greenacres, explaining that although the property lies within East Greenacres' district, the owner had worked with that entity to obtain authorization allowing the City to serve the site because the city's infrastructure is immediately to the south on Highwater Drive and East Greenacres infrastructure is much farther away. He stated the request was for annexation with Residential Mixed zoning to allow development of a residential project combining affordable multifamily townhomes and smaller single-family cottage homes. Mr. Hamilton described a concept for a centrally located park or green space within the site, explaining that this area would be located on non-buildable portions of the former dump site after additional remediation.

Mr. Hamilton stated that future development would include improvements to Pleasant View Road and creation of a homeowner's association to manage landscaping, the park area, and the internal roadway system. He testified that the property's Transitional designation and location within the Riverbend Focus Area generally support this type of residential development. He further stated that the project could help supply smaller, more diverse workforce housing to support the commercial and industrial activity expanding in the area. Mr. Hamilton additionally testified that the ownership group had spent substantial time and money remediating the historic dump site, by removing undocumented fill, reconstructing the area under geotechnical observation, and leaving only a portion of the remediated area as centrally located park and green space. He estimated that park area would be at about one acre.

**Public Testimony:**

**In Favor:**

Ryan Martin, Post Falls, ID: Mr. Martin signed in in favor and did not offer oral testimony.

Tim Wilson, Post Falls, ID: Mr. Wilson signed in in favor and did not offer oral testimony.

John Cotton, Post Falls, ID: Mr. Cotton signed in in favor and did not offer oral testimony.

**Neutral:**

No neutral testimony was presented.

**Opposed:**

Carrie Allison, Post Falls, ID: Ms. Allison signed in in opposition and did not offer oral testimony. Her stated concerns were a preference for green space and a desire to review environmental reports before annexation because of the site's former use as a dump.

Janine Travis, Post Falls, ID: Ms. Travis signed in in opposition and did not offer oral testimony. She stated that over the past twelve years she had observed wildlife on the site, including deer, red-tailed hawks, and bald eagles, and urged that if the property could not remain natural habitat, it should become a park or be preserved for use by families and veterans living nearby.

Everett Lingle, Post Falls, ID: Mr. Lingle opposed the request and stated that the land use mapping did not show green space in the area. He expressed concern that not all buried refuse had been fully removed and raised concerns about traffic congestion on Pleasant View between approximately 3:00 and 5:00 p.m. and during events at the Veterans home. He believes the site would be better used as a park with parking rather than a subdivision of smaller housing.

**Rebuttal:**

Mr. Hamilton responded that traffic is an unfortunate product of growth but stated the transportation plan indicates Pleasant View Road is underutilized and is intended to accommodate this level of development. He also reiterated that the ownership group had remediated a portion of the historic dump site and that only the central park and green space area would remain associated with the remediated portion.

**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 subject site is located within the Transitional designation of the Future Land Use Map. Zoning designations in the Transitional area should be compatible with adjacent zoning and land uses and consistent with the principals of the underlying Focus Area. The Commission finds that a residential zoning designation such as RM was appropriate and compatible with adjacent uses because the site is buffered by Pleasant View Road, the future trail corridor, and nearby residential uses, including single-family development to the south and the Veterans Home across the street.

Additionally, the Riverbend Focus Area envisions development into a mixed-use center taking advantage of its proximity to the state line and includes both hospitality and residential development. The RM zoning permits development of the property to a single family or multi-family development and aligns with those goals.

The Commission finds that the requested RM zoning is consistent with the Transitional designation on the Future Land Use Map and the Riverbend Focus Area in allowing appropriate residential uses.

**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 RM zoning request to be consistent with the following goals and policies:

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

The Commission found that the RM zone would allow a mix of housing types, specifically townhomes and cottage-style homes, which are smaller in scale and potentially more attainable for workforce housing. The Commission discussed that this type of housing diversity is currently limited and that providing additional options supports broader community needs, including those of employees working in nearby commercial and industrial areas.

**Policy 8:** Encourage compatible infill development and redevelopment of vacant and underutilized properties within City limits.

The Commission found that this area functions as infill with the river to the south and the city limits being to the west, north, and east. Bringing such properties into the city supports more efficient service delivery, coordinated planning, and orderly growth.

**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.

The Commission found that the RM zone, being a mixed zone that may be able to provide workforce housing near potential places of employment.

**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. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

**D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

**ANNX-25-10, 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 was made with a vote of 4-1. 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 Residential Mixed (RM) zoning on approximately 4.524-acres upon successful annexation of the property.

4/14/26  
Date

James [Signature]  
Chairman

Nancy [Signature]  
Attest

**NOTICE OF RIGHTS:**

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

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

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

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

# EXHIBIT S-6

## ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

### Pleasant View Annexation

(File No. ANNX-25-10)

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 Pleasant View Meadows, LLC, a Idaho limited liability company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 2187 North Main Street, Coeur d' Alene.

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

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

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

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

#### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located at 561 S. Pleasant View Road and is more particularly described in Exhibit "A".

#### ARTICLE II: STANDARDS

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

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Pleasant View Road for a total right of way width of 83 feet measured from the existing western rights-of-way 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. DEVELOPMENT OF THE PROPERTY

- 5.1 Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
  - 5.1.1 This development shall provide a perimeter fence along the Corbin Ditch, except at planned and/or coordinated access locations approved by the Parks Department, prior to development.
  - 5.1.2 All primary structures, except cottage or tiny homes developed in accordance with PFMC, constructed on lots less than 30 feet when fronting a public street shall utilize rear-loaded access.
  - 5.1.3 Rear-loaded single-car garages with vehicular access from an alley shall provide a minimum setback of twenty feet (20') from the property line or the edge of asphalt within the alley, whichever is closer.

Rear-loaded two-car garages or a single-car garage with a parallel parking stall with vehicular access from an alley shall provide setbacks either within the range of eight (8') to eleven feet (11') or at the minimum setback of twenty feet (20') from the property line or the edge of asphalt within the alley, whichever is closer.
  - 5.1.4 Rear loaded duplex lots shall be minimum of 40 feet in width.
  - 5.1.5 Front loaded duplex lots must be a minimum of 50 feet wide.
  - 5.1.6 Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of 50 feet measured at the front setback line.
  - 5.1.7 Duplexes that do not provide a garages must provide an asphalt or concrete parking area (covered or uncovered) for the 2 required off-street parking stalls for each unit (16'x 20') measured from the property line or the edge of asphalt within the alley, whichever is closer.

- 5.1.8 The primary entrances for duplexes or single-family residential structures shall front the addressed public or private street.
- 5.1.9 No more than 65% of the front façade massing of the primary residence shall be occupied by garage area, except for cottage or tiny homes developed in accordance with PPMC. Garage area shall be measured from the inside of the garage side walls to the top plate line of the garage
- 5.2.10 Detached garages shall be set back from the front plane of the primary residence at a minimum of 15 feet.
- 5.2.11 Residential development shall be restricted to attached or detached single-family homes, duplexes, townhomes, or within a mixed used structure. Multi-family townhomes may also be constructed. If townhomes are constructed, no more than 6 single family units per structures.

#### ARTICLE VI. CONSIDERATION/FEES

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

#### ARTICLE VII. MISCELLANEOUS

- 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 Pleasant View Road to include utilities, sidewalks, and storm drainage.

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

- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

*[Signature Page Follows]*

CITY OF POST FALLS

Pleasant View Meadows, LLC

By: \_\_\_\_\_  
Randy Westlund, Mayor

By:   
Ryan M. Martin, Governor

Attest:  
\_\_\_\_\_  
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho )  
: ss  
County of Kootenai )

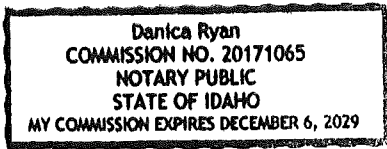
This instrument was acknowledged before me on \_\_\_\_\_ by **Randy Westlund** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

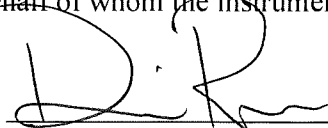
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Stamp above)

State of Idaho )  
: ss  
County of Kootenai )

This instrument was acknowledged before me on 6/5/26 by **Ryan M. Martin** as the **Governor** of **Pleasant View Meadows, LLC** on behalf of whom the instrument was executed.



  
\_\_\_\_\_  
Notary Public for the State of ID  
Residing at: Post Falls, ID  
Commission Expires: 12/6/29

(Stamp above)



## EXHIBIT PA-1

# 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](http://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.

***Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.***

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

# EXHIBIT PA-2

## 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

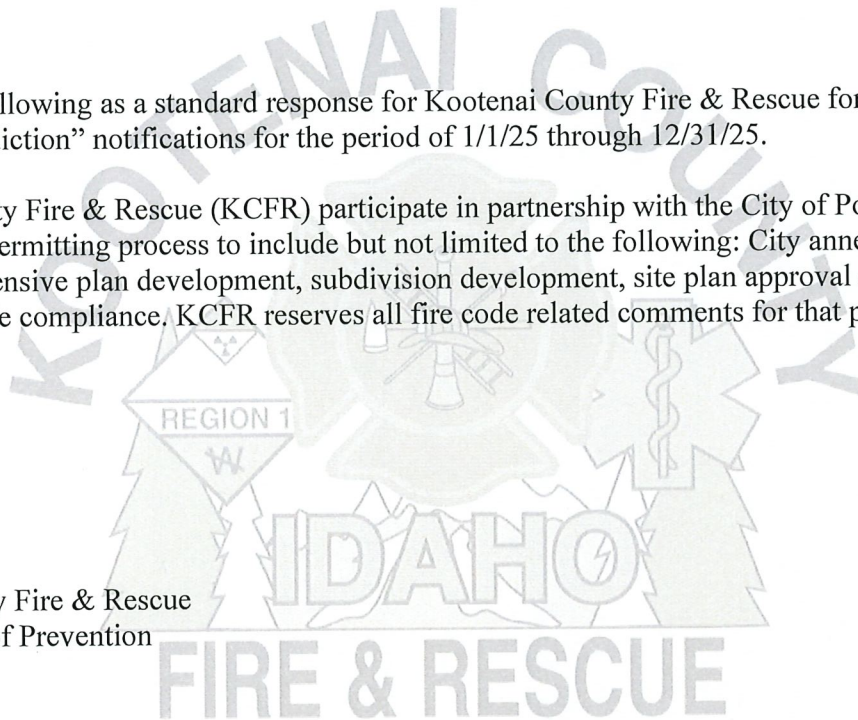
Dear Nancy,

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



**From:** Martinez, Leo <Leo.Martinez@p66.com>  
**Sent:** Monday, February 23, 2026 2:26 PM  
**To:** Nancy Thurwachter  
**Subject:** Notice to Jurisdictions Pleasant View Meadows Annexation File No.ANNX-25-10  
**Attachments:** Exhibit PH-2 NTJ\_Pleasant View ANNX-25-10.pdf

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Nancy,

Phillips 66 does not have any utilities within the attached project vicinity.  
(Response 13257)

**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, February 20, 2026 3:26 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>; 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>;

**From:** DEQ Comments <deqcomments@deq.idaho.gov>  
**Sent:** Friday, February 27, 2026 8:35 AM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Pleasant View Meadows Annexation File No.ANNX-25-10

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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](http://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, February 20, 2026 3:26 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynnette 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 <carriann.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@hbkengeering.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 Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.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 Barnes <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.

**From:** Jonie Anderson <Jonie@postfallshd.com>  
**Sent:** Thursday, February 26, 2026 12:11 PM  
**To:** Nancy Thurwachter  
**Subject:** RE: Notice to Jurisdictions Pleasant View Meadows Annexation File No.ANNX-25-10

**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,  
The PFHD has no comment regarding this proposed annexation.

Jonie Anderson  
Post Falls Highway District  
5629 E Seltice Way  
Post Falls, Idaho 83854

p 208.765.3717  
[contactus@postfallshd.com](mailto:contactus@postfallshd.com)



**From:** 'Nancy Thurwachter' via Contact Us <[contactus@postfallshd.com](mailto:contactus@postfallshd.com)>  
**Sent:** Friday, February 20, 2026 3:26 PM  
**To:** Ali Marenau <[AMarienau@kmpo.net](mailto:AMarienau@kmpo.net)>; Alynette Farley <[abfarley@BPA.Gov](mailto:abfarley@BPA.Gov)>; Amanda Raymond <[arraymond@bpa.gov](mailto:arraymond@bpa.gov)>; Avista <[c01\\_Real\\_Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Ben Tarbutton <[btarbutton@kcgov.us](mailto:btarbutton@kcgov.us)>; Carey Borchardt <[carey.borchardt@charter.com](mailto:carey.borchardt@charter.com)>; Carolyn Bostick <[cbostick@cdapress.com](mailto:cbostick@cdapress.com)>; Carrie Ann Hewitt <[carrieann.hewitt@itd.idaho.gov](mailto:carrieann.hewitt@itd.idaho.gov)>; [cdaconst@avistacorp.com](mailto:cdaconst@avistacorp.com); [cingle@kcgov.us](mailto:cingle@kcgov.us); Chris Way <[cway@kootenaifire.com](mailto:cway@kootenaifire.com)>; [christina@postfallschamber.com](mailto:christina@postfallschamber.com); Christine Harmon <[christine.harmon@deq.idaho.gov](mailto:christine.harmon@deq.idaho.gov)>; [cschneider@kec.com](mailto:cschneider@kec.com) <[cschneider@kec.com](mailto:cschneider@kec.com)>; Dan Rest <[drest@hbkengineering.com](mailto:drest@hbkengineering.com)>; Dan Ryan <[danr@kootenaifire.com](mailto:danr@kootenaifire.com)>; Dan Selden <[danselden@hotmail.com](mailto:danselden@hotmail.com)>; Dan Zeck <[dan@eastgreenacres.org](mailto:dan@eastgreenacres.org)>; Daniel Mavrinnac <[Daniel.Mavrinnac@BNSF.com](mailto:Daniel.Mavrinnac@BNSF.com)>; David Haggerty <[David.Haggerty@tdstelecom.com](mailto:David.Haggerty@tdstelecom.com)>; [dena.naccarato@sd273.com](mailto:dena.naccarato@sd273.com); DEQ <[deqcomments@deq.idaho.gov](mailto:deqcomments@deq.idaho.gov)>; Devin Weeks <[dweeks@cdapress.com](mailto:dweeks@cdapress.com)>; Gina Dillman <[gdillman@republicservices.com](mailto:gdillman@republicservices.com)>; Glen Miles <[Gmiles@kmpo.net](mailto:Gmiles@kmpo.net)>; Gregory Ashley <[gregory.Ashley@williams.com](mailto:gregory.Ashley@williams.com)>; Jame Davis <[jame.davis@intermaxteam.com](mailto:jame.davis@intermaxteam.com)>; Jeff Boren <[Jeffrey.Boren@charter.com](mailto:Jeffrey.Boren@charter.com)>; Jeremy Hofer <[jhofer@kec.com](mailto:jhofer@kec.com)>; Jeryl Archer <[jeryla@kootenaifire.com](mailto:jeryla@kootenaifire.com)>; Jessie Holderman <[JHolderman@kec.com](mailto:JHolderman@kec.com)>; Jordan Wirth <[Jordan.T.Wirth@usps.gov](mailto:Jordan.T.Wirth@usps.gov)>; Karen Philips <[Karen.Phillips@avistacorp.com](mailto:Karen.Phillips@avistacorp.com)>; Kevin Linville <[kevin.linville@tdstelecom.com](mailto:kevin.linville@tdstelecom.com)>; Kevin Teo <[kevin.teo@ziply.com](mailto:kevin.teo@ziply.com)>; Kris Faver ([kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)) <[kris.faver@tdstelecom.com](mailto:kris.faver@tdstelecom.com)>; Kristen Rondo <[krondo@phd1.idaho.gov](mailto:krondo@phd1.idaho.gov)>; Kurt Larson <[klarson@kec.com](mailto:klarson@kec.com)>; Kyle Leatham <[kyle.leatham@bnsf.com](mailto:kyle.leatham@bnsf.com)>; Lance Kippen <[lkippen@olsson.com](mailto:lkippen@olsson.com)>; Lee Barnes <[lee.barnes@tdstelecom.com](mailto:lee.barnes@tdstelecom.com)>; Leo Martinez <[leo.martinez@p66.com](mailto:leo.martinez@p66.com)>; Lori Cogley <[lcogley@kec.com](mailto:lcogley@kec.com)>; Lynn Sandersor <[lynn.sandersor@aecom.com](mailto:lynn.sandersor@aecom.com)>; Mike Behary <[Mbehary@kcgov.us](mailto:Mbehary@kcgov.us)>; Mike Patton <[Michael.m.patton@p66.com](mailto:Michael.m.patton@p66.com)>; Owens, Dylan <[Dylan.Owens@tdstelecom.com](mailto:Dylan.Owens@tdstelecom.com)>; Panhandle Health General <[ehapplications@phd1.idaho.gov](mailto:ehapplications@phd1.idaho.gov)>; Patricia M. Corrigan <[pcorrigan@hbkengineering.com](mailto:pcorrigan@hbkengineering.com)>; [contactus@postfallshd.com](mailto:contactus@postfallshd.com); Robert Beachler <[Robert.Beachler@itd.idaho.gov](mailto:Robert.Beachler@itd.idaho.gov)>; Ron Wilson <[Ron@eastgreenacres.org](mailto:Ron@eastgreenacres.org)>; Ross Point Water <[rosspointwater@yahoo.com](mailto:rosspointwater@yahoo.com)>; Scott Morton

## Nancy Thurwachter

---

**From:** Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@BPA.Gov>  
**Sent:** Monday, June 22, 2026 9:43 AM  
**To:** Nancy Thurwachter  
**Cc:** Farley,Alynette B (CONTR) - TERR-BELL-1  
**Subject:** FW: the Notice to Jurisdictions for Pleasant View Meadows annexation File No. ANNX-25-10  
**Attachments:** Exhibit PH-7 NTJ\_Pleasant View ANNX-25-10.pdf

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No BPA ROW at location. No comment.

Alynette Farley  
**BONNEVILLE POWER ADMINISTRATION**  
**DEPARTMENT OF ENERGY**  
**CONTR (Actalent)**  
Right-of-Way Agent | Real Property Services | TERR  
[abfarley@bpa.gov](mailto:abfarley@bpa.gov) | O: 509-468-3083 | C: 971-710-6926

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Friday, June 19, 2026 9:30 AM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@BPA.Gov>; Raymond,Amanda R (BPA) - TERR-BELL-1 <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carriann.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 Mavrinar <Daniel.Mavrinar@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 Phillips <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 Barnes <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

## Nancy Thurwachter

---

**From:** Martinez, Leo <Leo.Martinez@p66.com>  
**Sent:** Monday, June 22, 2026 1:15 PM  
**To:** Nancy Thurwachter  
**Subject:** Notice to Jurisdictions for Pleasant View Meadows annexation File No. ANNX-25-10  
**Attachments:** Exhibit PH-7 NTJ\_Pleasant View ANNX-25-10.pdf

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Phillips 66 does not have any utilities within the attached project vicinity.  
(Response 13400)

**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](mailto:Leo.Martinez@phillips66.com)



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---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>

**Sent:** Friday, June 19, 2026 9:30 AM

**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@ziplly.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 Barnes <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@hbkengeering.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-Chair <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]the Notice to Jurisdictions for Pleasant View Meadows annexation File No. ANNX-25-10

**Caution: External Email**

This email originated from outside our organization. Please verify the sender's identity and exercise caution before clicking on any links or downloading attachments. Be wary of unexpected requests for sensitive information. If in doubt, click on the "Report Suspicious" button.

[Report Suspicious](#)

Good morning,

Please find attached the Notice to Jurisdictions for the Pleasant View Meadows annexation File No. ANNX-25-10 that is scheduled for the City Council meeting July 7, 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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The City of Post Falls has changed our domain to [POSTFALLS.GOV](http://POSTFALLS.GOV). Please adjust your contacts/links.

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# Nancy Thurwachter

---

**From:** noreply@civicplus.com  
**Sent:** Friday, June 26, 2026 11:57 AM  
**To:** Public Hearing Notice  
**Subject:** Online Form Submittal: Submit Written Public Testimony

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

## Submit Written Public Testimony

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

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

### Review Criteria

1. [Annexation Review Criteria \(PDF\)](#)
2. [Planned Unit Development \(PUD\) Review Criteria \(PDF\)](#)
3. [Special Use Permit \(SUP\) Review Criteria \(PDF\)](#)
4. [Subdivision Review Criteria \(PDF\)](#)
5. [Variance Review Criteria \(PDF\)](#)
6. [Zone Change Review Criteria \(PDF\)](#)

---

First Name	THOMAS
Last Name	HENDERSON
Address	3700 W Highwater Dr
Email Address	NEVADAMINER@GMAIL.COM
City	Post Falls
State	ID
Zip Code	83854
Public Hearing	Pleasant View Meadows Annexation

---

Select Hearing Body	Planning & Zoning
Please Provide Your Position on the Public Hearing	Opposed
Comments	<p>June 26, 2026</p> <p>City of Post Falls Planning Division Community Development Department 408 North Spokane Street Post Falls, Idaho 83854</p> <p>Re: Opposition to Rezone and Annexation File No. ANNX-25-10, Pleasant View Annexation</p> <p>Dear Planning Division Members,</p> <p>I am writing to respectfully oppose the proposed rezone and annexation associated with File No. ANNX-25-10, Pleasant View Annexation. I also wish to express the concerns of residents in the greater Majestic View Estates area regarding the compatibility of this proposal with the existing neighborhood.</p> <p>Preferred Alternative: City Acquisition for Public Use. Rather than approving additional residential density, the City of Post Falls should consider acquiring this vacant private property for public use. The property is adjacent to the Corbin Ditch right-of-way and connects with City-owned land and Corbin Park, making it well suited for a coordinated public improvement.</p> <p>Public Benefit. City acquisition would allow the property to serve several public needs, including additional parking for Corbin Park, a small neighborhood park or green-space area, and a walking trail connection to Corbin Park. This approach would provide a long-term benefit to residents, visitors, and the nearby Post Falls Veterans Home on South Pleasant View Road. For future use, a trail could connect the Veterans Home to Corbin and then, via a suspension bridge suitable for walking, to the Post Falls Forest and to Q'emlin Park. A fantastic addition to outdoor use.</p> <p>Parking, Access, and Connectivity. Parking in this area, including near Corbin Park and the Veterans Home, is already limited. Additional residential density will increase pressure on existing parking areas, roadways, and neighborhood access points. Public acquisition would allow the City to plan parking,</p>

pedestrian access, trail connectivity, and circulation improvements in a coordinated manner.

Neighborhood Compatibility. Mixed residential housing or apartment-style development between established single-family homes is not consistent with the existing character of the neighborhood. The City should give significant weight to neighborhood compatibility, traffic safety, parking limitations, and the quality of life of current residents.

Request. For these reasons, I respectfully request that the Planning Division and decision-makers deny the proposed rezone and annexation as currently presented and evaluate City acquisition of the property as the preferred public-benefit alternative. Any future land-use decision should prioritize green space, improved parking, safe pedestrian access, neighborhood compatibility, and long-term public value.

Thank you for considering these comments and for your service to the residents of Post Falls.  
Sincerely,

Tom Henderson

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**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Fisher Lift Station Annexation Ordinance (ANNX-26-1)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the annexation ordinance for the Fisher Lift Station Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately .51 acres and associated rights-of-way into the City of Post Falls with the Single Family Residential (R-1) zoning. The site is located at the northwest corner of Howell Road and Fisher Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which is also on this agenda. The attached ordinance is the legal document that, once recorded, finalizes the annexation of this property into the City of Post Falls.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately .51 acres and associated rights-of-way into the City of Post Falls with the Single Family Residential (R-1) zoning

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. 2026.06.09 Fisher Lift Annexation Ordinance W Exhibits

**ORDINANCE NO. \_\_\_\_\_**

**ANNEXATION & ZONE CLASSIFICATION OF PROPERTY**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY .51 ACRES LOCATED AT THE NORTHWEST CORNER OF NORTH HOWELL ROAD AND WEST FISHER AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on March 31, 2026, and the City Council on May 5, 2026, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Low Density Residential (R-1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

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

**SECTION 2:** That the lands described in Exhibit A to this Ordinance are hereby zoned Low Density Residential (R-1). Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Randy Westlund, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, annexing approximately .51 acres and zoning the property Low Density Residential (R-1). The property is located at the northwest corner of North Howell Road and West Prairie Avenue, Post Falls Idaho, and is legally described as:

That portion of the East Half of Tract 76, Greenacres Irrigation District Plat No. 4, recorded in Book B of Plats, Page 55, records of Kootenai County, Idaho described as follows:

The South 130 feet of the East 220 feet of Said East Half of Tract 76;  
EXCEPTING THEREFROM: Existing road right-of-way.

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

\_\_\_\_\_  
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

**STATEMENT OF LEGAL ADVISOR**

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

DATED this            day of            ,

Field K. Herrington, City Attorney

# Exhibit A

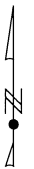
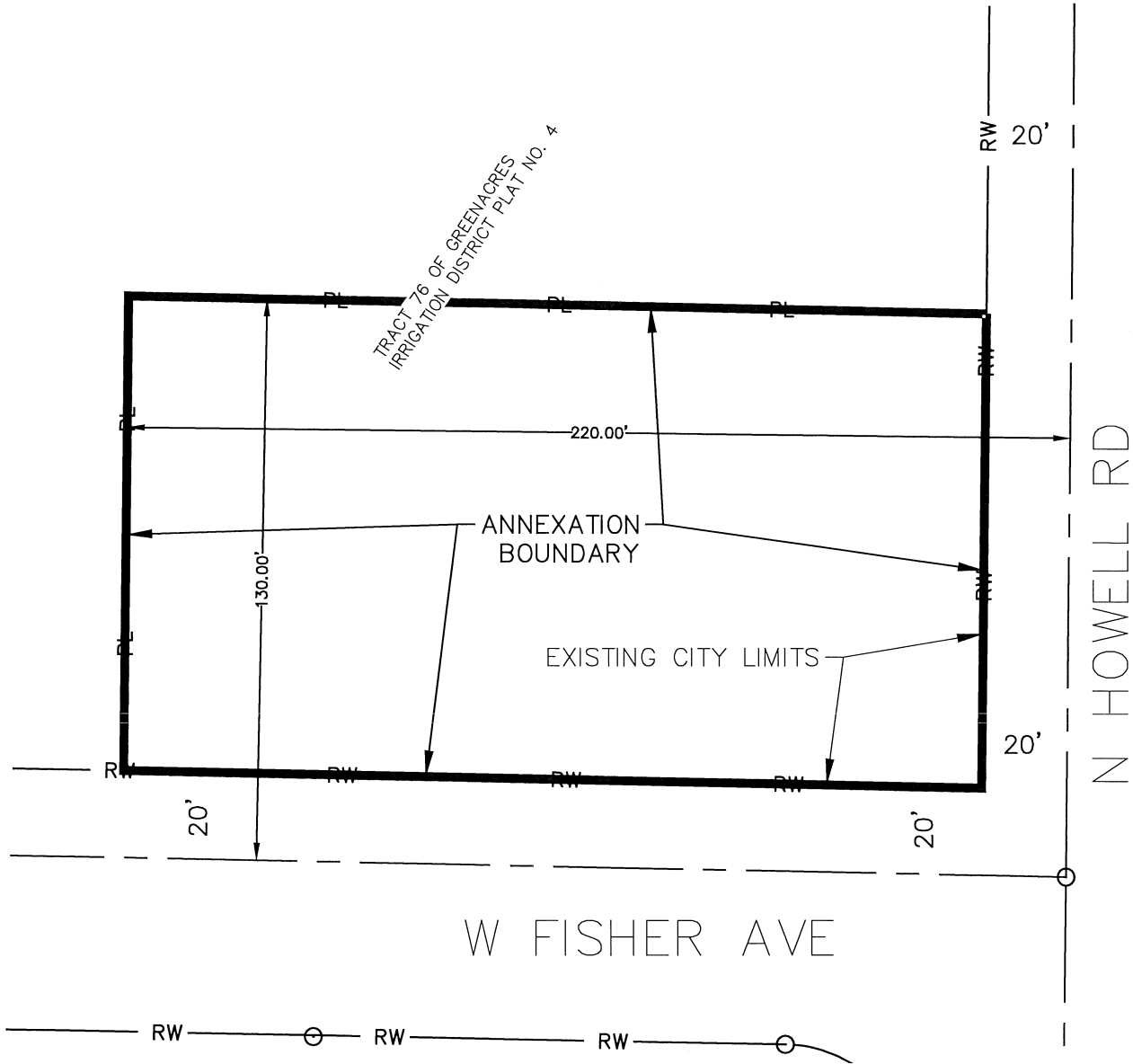
## FISHER LIFT STATION ANNEXATION LEGAL DESCRIPTION

That portion of the East Half of Tract 76, Greenacres Irrigation District Plat No. 4, recorded in Book B of Plats, Page 55, records of Kootenai County, Idaho, described as follows:

The South 130 feet of the East 220 feet of said East Half of Tract 76;

**EXCEPTING THEREFROM:** Existing road right-of-way.

ANNEXATION EXHIBIT  
 A PORTION OF TRACT 76 OF GREENACRES IRRIGATION DISTRICT PLAT NO. 4  
 LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER  
 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



SCALE: 1" = 40'



Digitally signed by Michael L Hathaway  
 Date: 2026.02.19 08:59:02-08'00'

**WELCH-COMER**  
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 330 E. Lakeside Ave, Suite 101 (toll free) 877-815-5672  
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ANNEXATION EXHIBIT  
 FOR THE CITY OF POST FALLS  
 A PORTION OF TRACT 76  
 GREENACRES IRRGN DIST PLAT NO. 4

PROJECT NO.: 41354.140  
 DRAWN BY: MLH  
 NAME: 41354.140EX01.DWG  
 DATE: 20260219  
 SHEET NO: **1 OF 1**

**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Public Works Annexation Ordinance (ANNX-26-2)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the annexation ordinance for the Public Works Annexation, which was approved by the city council following a public hearing on May 5, 2026. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

**DISCUSSION:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) acres into the City with a zoning designation of Industrial (I). The site is located east of the Pleasant View Road and Hargraves Avenue intersection. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which is also on this agenda. The attached ordinance is the legal document that, once recorded, finalizes the annexation of this property into the City of Post Falls.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

On May 5, 2026, the city council held a public hearing to consider a request to annex approximately 16.04-acres (1.509 acres being W. Hargrave Rights-of-Way) acres into the City with a zoning designation of Industrial (I).

**APPROVED OR DIRECTION GIVEN:**

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. 2026.06.09 Public Works Annexation Ordinance W Exhibits



**ORDINANCE NO. \_\_\_\_\_**

**ANNEXATION & ZONE CLASSIFICATION OF PROPERTY**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 16.04 ACRES LOCATED EAST OF THE INTERSECTION OF NORTH PLEASANT VIEW ROAD AND WEST HARGRAVES AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on March 31, 2026, and the City Council on May 5, 2026, in accordance with law and a Reasoned Decision was reached; and

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

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

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

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

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Randy Westlund, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, annexing approximately 16.04 acres and zoning the property Industrial (I). The property is located east of the intersection of North Pleasant View Road and West Hargraves Avenue, Post Falls Idaho, and is legally described as:

Located in the Southwest Quarter of Section 29, Township 51 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho.

Lots 84, 85, and 86 of Plat No. 7 Greenacres Irrigation District, Recorded in Book B of Plats at Page 63, records of Kootenai, County, Idaho.

Together with the following:

Existing Right of Way adjacent to and southerly of Lots 84 through 88 and existing right of way lying adjacent to and northerly of lots 105 through 109 as dedicated on Plant No. 7 Greenacres Irrigation District, Recorded in Book B of Plats at Page 63, Records of Kootenai County, Idaho.

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

\_\_\_\_\_  
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

**STATEMENT OF LEGAL ADVISOR**

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

DATED this            day of            ,

Field K. Herrington, City Attorney

# EXHIBIT A

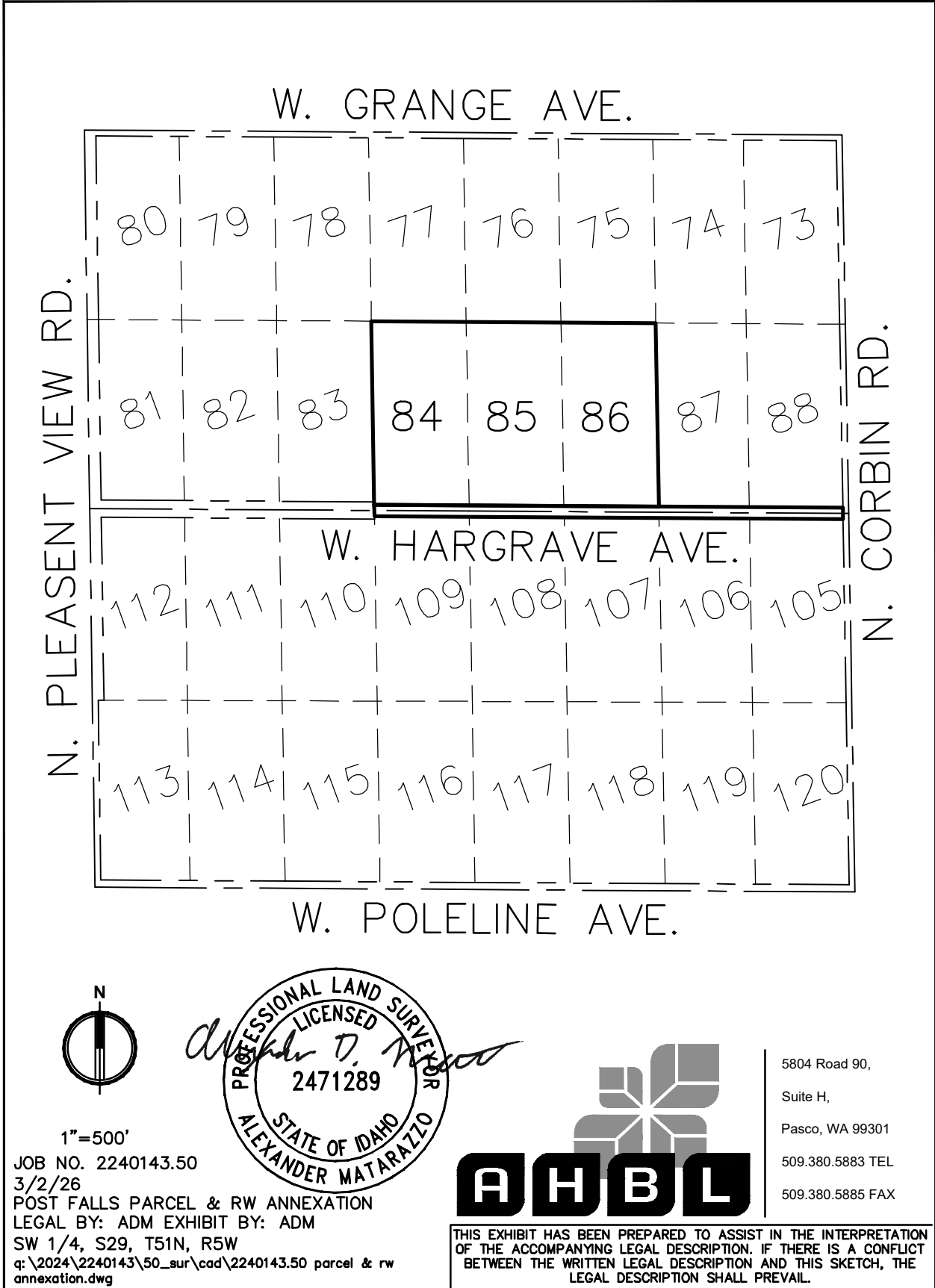
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

LOTS 84, 85, AND 86 OF PLAT NO. 7 GREENACRES IRRIGATION DISTRICT, RECORDED IN BOOK B OF PLATS AT PAGE 63, RECORDS OF KOOTENIA COUNTY, IDAHO.

TOGETHER WITH THE FOLLOWING:

EXISTING RIGHT OF WAY LYING ADJACENT TO AND SOUTHERLY OF LOTS 84 THROUGH 88 AND EXISTING RIGHT OF WAY LYING ADJACENT TO AND NORTHERLY OF LOTS 105 THROUGH 109 AS DEDICATED ON PLAT NO. 7 GREENACRES IRRIGATION DISTRICT, RECORDED IN BOOK B OF PLATS AT PAGE 63, RECORDS OF KOOTENIA COUNTY, IDAHO.





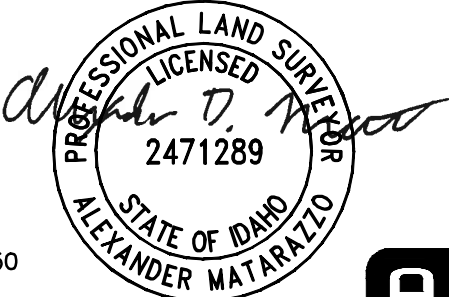
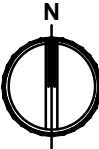
W. GRANGE AVE.

N. PLEASANT VIEW RD.

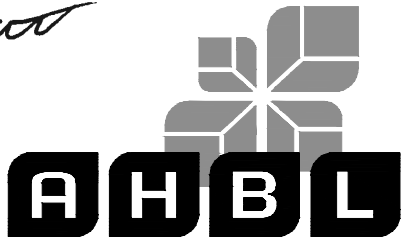
N. CORBIN RD.

W. HARGRAVE AVE.

W. POLELINE AVE.



1"=500'  
 JOB NO. 2240143.50  
 3/2/26  
 POST FALLS PARCEL & RW ANNEXATION  
 LEGAL BY: ADM EXHIBIT BY: ADM  
 SW 1/4, S29, T51N, R5W  
 q:\2024\2240143\50\_sur\cad\2240143.50 parcel & rw  
 annexation.dwg



5804 Road 90,  
 Suite H,  
 Pasco, WA 99301  
 509.380.5883 TEL  
 509.380.5885 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jonathon Manley, Planning Manager  
**SUBJECT:** Prairie Medical Zone Change Ordinance (ZC-25-2)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the annexation ordinance 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 corresponding ordinance. 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 from Community Commercial Services (CCS) to Community Commercial Mixed (CCM). The site is located at the southeast corner of Prairie Avenue and Highway 41. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the rezone request, which was approved on May 5, 2026. The attached ordinance is the legal document that rezones the property.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

On May 5, 2026, the Reasoned Decision was approved by City Council.

**APPROVED OR DIRECTION GIVEN:**

As noted above, the city council approved the requested rezone; The attached and corresponding ordinance memorializes this property being rezoned from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) in the City of Post Falls,.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. 2026.6.11 Zone Change Ordinance W\_Exhibits

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR LAND LOCATED AT THE SOUTHEAST CORNER OF WEST PRAIRIE AVENUE AND HIGHWAY 41 FROM COMMUNITY COMMERCIAL SERVICES (CCS) TO COMMUNITY COMMERCIAL MIXED (CCM); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Post Falls has carried out the hearings required by law to consider this rezoning request and has adopted a Reasoned Decision concerning this matter.

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

**SECTION 1.** That the zoning classification for the parcels located at the southeast corner of Highway 41 and West Prairie Avenue, Post Falls, Idaho of approximately 30.88-acres and as described in Exhibit A is changed from Community Commercial Services (CCS) to Community Commercial Mixed (CCM) and that the official Zoning Map of the City of Post Falls be amended to reflect the new zoning.

**SECTION 2.** This Ordinance will be in full force and effect from and after its passage, approval and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Randy Westlund, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, rezoning property located at the southeast corner of Highway 41 and West Prairie Avenue, Post Falls, Idaho, from Community Commercial Services (CCS) to Community Commercial Mixed (CCM). The rezoned properties are legally described as:

**Parcel 1:**

A parcel of land, being a portion of Lot 8, Block 30 per the plat of Post Falls Irrigated Tracts, located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

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South 43°43'54" East, a distance of 42.60 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines, said point also being the TRUE POINT OF BEGINNING for this description; thence

South 88°29'45" East, a distance of 513.92 feet to a rebar 5/8" diameter, 30 inches long with a plastic cap marked "INC PLS 9367"; thence

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EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right of Way recorded July 9, 2008, as Instrument No. 2167734000, records of Kootenai County, Idaho.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Idaho by Warranty Deed recorded June 22, 2020, as Instrument No. 2759552000, records of Kootenai County, Idaho.

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ALSO EXCEPTING THEREFROM that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2024, as Instrument No. 2970552000, records of Kootenai County, Idaho.

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EXCEPTING THEREFROM that portion described in the Grant of Right of right-of-way to the city of Post Falls, recorded July 9, 2008, as Instrument No. 2167718000, records of Kootenai County, Idaho.

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

/s/

\_\_\_\_\_  
Shannon Howard, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which rezones certain property from Community Commercial Services (CCS) to Community Commercial Mixed (CCM), and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of July\_\_, 2026.

---

Field K. Herrington, City Attorney

# EXHIBIT A

## Parcel 1:

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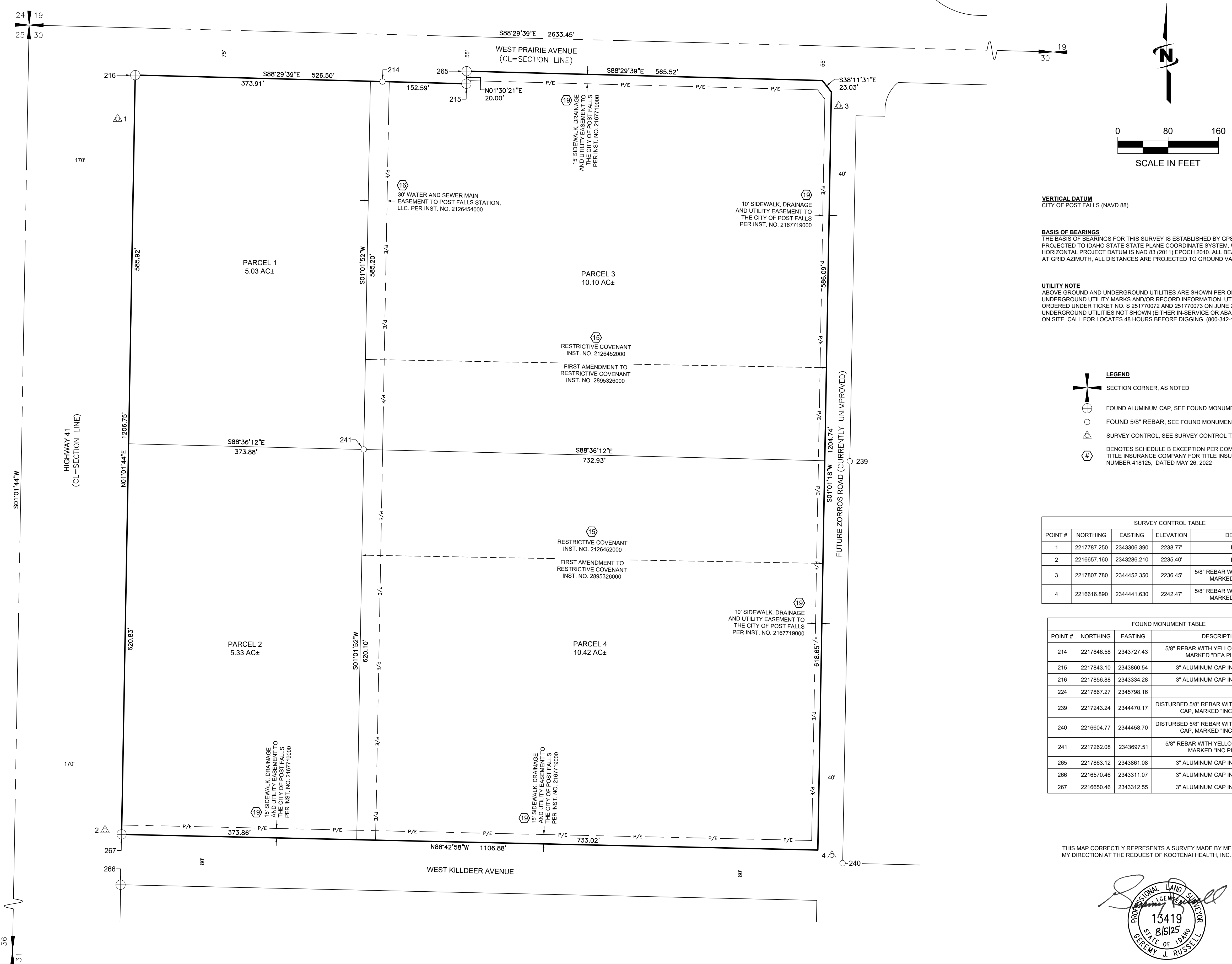
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A PORTION OF LOTS 7, 8, 9, AND 10, BLOCK 30 OF POST FALLS IRRIGATED TRACTS, SITUATED IN THE NW1/4 OF OF SECTION 30, T 51N, R 4W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY COUNTY, IDAHO



**VERTICAL DATUM**  
CITY OF POST FALLS (NAVD 88)

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS ESTABLISHED BY GPS OBSERVATIONS, PROJECTED TO IDAHO STATE STATE PLANE COORDINATE SYSTEM, WEST ZONE. THE HORIZONTAL PROJECT DATUM IS NAD 83 (2011) EPOCH 2010. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

**UTILITY NOTE**  
ABOVE GROUND AND UNDERGROUND UTILITIES ARE SHOWN PER OBSERVED EVIDENCE, UNDERGROUND UTILITY MARKS AND/OR RECORD INFORMATION. UTILITY LOCATES WERE ORDERED UNDER TICKET NO. S 251770072 AND 251770073 ON JUNE 26, 2025. UNDERGROUND UTILITIES NOT SHOWN (EITHER IN-SERVICE OR ABANDONED) MAY EXIST ON SITE. CALL FOR LOCATES 48 HOURS BEFORE DIGGING. (800-342-1585) (811) (ID STATE)

**LEGEND**

- SECTION CORNER, AS NOTED
- FOUND ALUMINUM CAP, SEE FOUND MONUMENT TABLE
- FOUND 5/8" REBAR, SEE FOUND MONUMENT TABLE
- SURVEY CONTROL, SEE SURVEY CONTROL TABLE
- DENOTES SCHEDULE B EXCEPTION PER COMMONWEALTH LAND TITLE INSURANCE COMPANY FOR TITLE INSURANCE, COMMITMENT NUMBER 418125, DATED MAY 26, 2022

**SURVEY CONTROL TABLE**

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	2217787.250	2343306.390	2238.77'	MAG NAIL
2	2216657.160	2343286.210	2235.40'	MAG NAIL
3	2217807.780	2344452.350	2236.45'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"
4	2216166.890	2344441.630	2242.47'	5/8" REBAR WITH RED PLASTIC CAP, MARKED "JUB CONTROL"

**FOUND MONUMENT TABLE**

POINT #	NORTHING	EASTING	DESCRIPTION
214	2217846.58	2343272.43	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "DEA PLS 11187"
215	2217843.10	2343860.54	3" ALUMINUM CAP IN CONCRETE
216	2217856.88	2343334.28	3" ALUMINUM CAP IN CONCRETE
224	2217867.27	2345798.16	
239	2217243.24	2344470.17	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
240	2216604.77	2344458.70	DISTURBED 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
241	2217262.08	2343697.51	5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "INC PLS 9367"
265	2217863.12	2343861.08	3" ALUMINUM CAP IN CONCRETE
266	2216570.46	2343311.07	3" ALUMINUM CAP IN CONCRETE
267	2216650.46	2343312.55	3" ALUMINUM CAP IN CONCRETE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF KOOTENAI HEALTH, INC. IN JULY 2025.



**JUB**  
J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.  
7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
Phone: 208.762.8787  
www.jub.com

**REVISION**

NO.	DESCRIPTION	BY	DATE

**PRAIRIE MEDICAL CAMPUS  
KOOTENAI HEALTH, INC.**

**TOPOGRAPHIC SURVEY AND CONTROL**

FILE: 20-25-039\_V-SP  
JUB PROJ. #: 20-25-039  
DRAWN BY: DFG  
DESIGN BY:  
CHECKED BY: GJR  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 8/5/2025  
SHEET NUMBER:  
**V-101**

Plot Date: 8/5/2025 3:37 PM Plotted By: David Grebe  
Date Created: 7/29/2025 JUB-COMCENTRAL\CLIENT\SI\KOOTENAIHEALTH\PROJECTS\20-25-039\_PRAIRIEMEDICALCAMPUS\SURVEY\DWG\20-25-039\_V-SP.DWG

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Justin Sauder, Associate Planner  
**SUBJECT:** Powderhorn Vacation Ordinance (VAC-25-5)

---

**ITEM AND RECOMMENDED ACTION:**

This item is the vacation ordinance for the Powderhorn Vacation, which was approved by the city council following a public hearing on April 7, 2026. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

**DISCUSSION:**

On April 7, 2026, the city council held a public hearing to consider a request for the vacation of a 10-foot utility easement located adjacent to the south interior side lot line at 2503 North Powderhorn Street. The vacation is necessary for the property owner to build a garage. Upon recordation, this ordinance will vacate the described easement.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

On April 7, 2026, the Vacation was approved by City Council.

**APPROVED OR DIRECTION GIVEN:**

As noted above, the City Council approved the requested Vacation.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. VAC-25-5 Powderhorn Vacation Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**UTILITY EASEMENT VACATION  
POWDERHORN VACATION (File No. VAC-25-5)**

**AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE PARITAL VACATION OF A UTILITY EASEMENT SITUATED ON THE SOUTHERLY TEN FEET OF LOT 2, BLOCK 4 OF THE PLAT OF PIONEER RIDGE RECORDED IN BOOK F, PAGE 23, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE EASEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the owners of the real property located at 2503 North Powderhorn Street have petitioned the City to vacate the utility easement traversing the western edge of their property as described herein; and

WHEREAS, on the 7<sup>th</sup> day of April 2026, the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject easement;

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

**SECTION 1:** That the utility easement legally described in Exhibit A and located on the southern ten feet of 2503 North Powderhorn Street, Post Falls Idaho, excepting therefrom the westerly 10 feet of said lot, is hereby vacated to the underlying property owner.

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

**SECTION 3:** This Ordinance is hereby declared to be severable. Should any portion of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the Ordinance before the declaration of partial invalidity.

**SECTION 4:** That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Randy Westlund, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, vacating a utility easement running along the western boundary of 2503 North Powderhorn Street, Post Falls, Idaho. The property is legally described as:

That portion of Lot 2, Block 4 Pioneer Ridge, according to the plat recorded in Book F of Plats at page 23 records of Kootenai County, Idaho described as follows;

The Southerly 10 feet of Lot 2, Block 4 excepting therefrom the Westerly 10 feet of said Lot 2.

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

\_\_\_\_\_  
Shannon Howard, City Clerk

Publish once in the City's official newspaper.

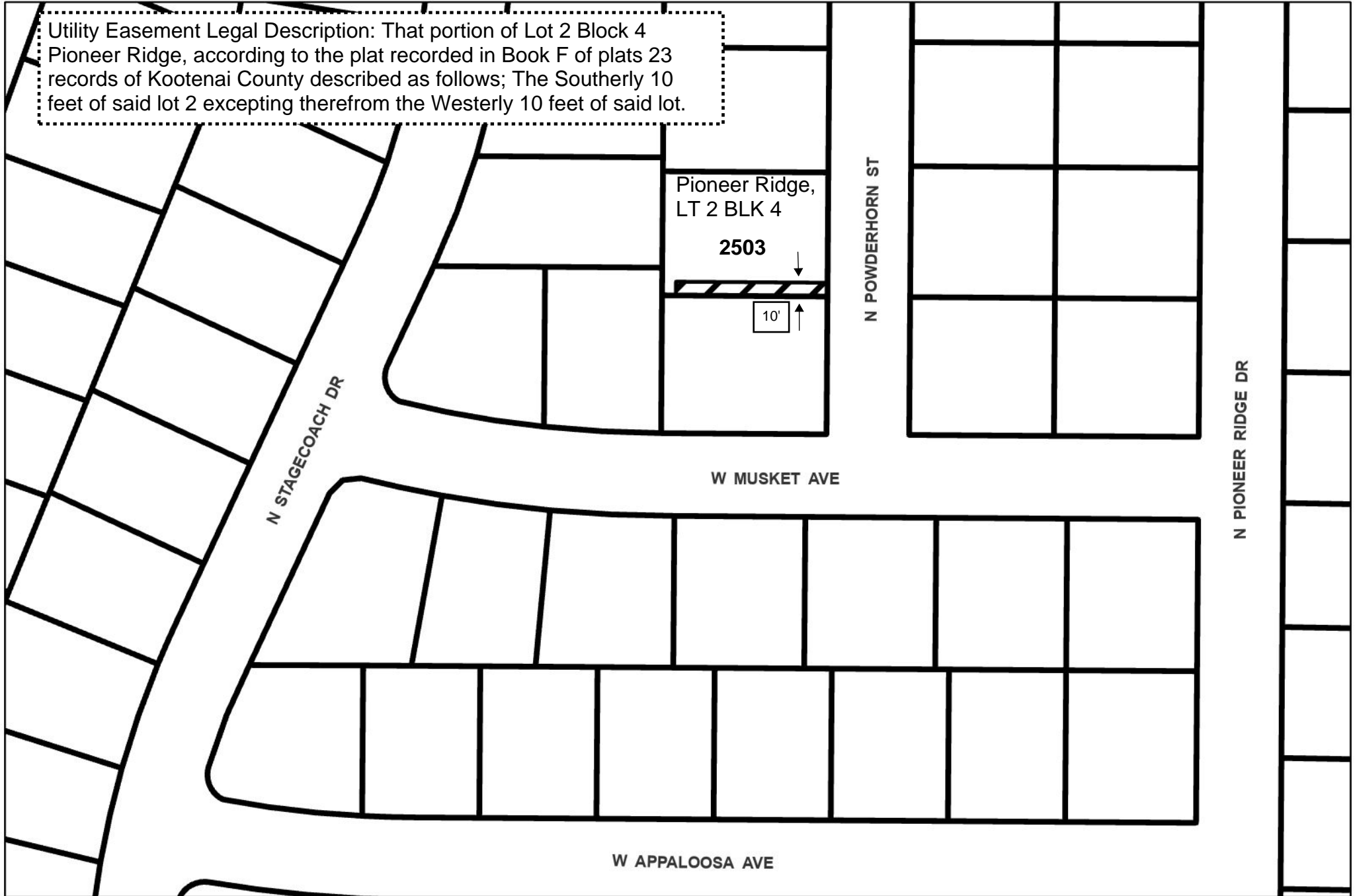
**STATEMENT OF LEGAL ADVISOR**

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. \_\_\_\_\_, partially vacating an easement and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this            day of            ,

Field K. Herrington, City Attorney

Utility Easement Legal Description: That portion of Lot 2 Block 4 Pioneer Ridge, according to the plat recorded in Book F of plats 23 records of Kootenai County described as follows; The Southerly 10 feet of said lot 2 excepting therefrom the Westerly 10 feet of said lot.



2503 North Powderhorn Street  
Easement Vacation  
VAC-25-5

# Exhibit A

- Post Falls City Boundary
- Tax Parcels
- Subject Site



**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 7/7/2026**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jason Faulkner, Finance Director  
**SUBJECT:** Fee Resolution Revision

---

**ITEM AND RECOMMENDED ACTION:**

Staff requests city council approval of a resolution approving city fee adjustments that were discussed at a public hearing at the last city council meeting.

**DISCUSSION:**

On June 16th, the City Council held a public hearing on proposed fee increases for parade fees, the addition of \$300 to the daily use of the parks of outside organizations holding organized activities, participant fees, and public records fees for out-of-state requests. Following the hearing, the city council directed staff to prepare a resolution to adopt the proposed changes.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Finance Director Faulkner held a public hearing with a presentation to explain the changes on June 16th, 2026.

**APPROVED OR DIRECTION GIVEN:**

Council instructed staff to return to the following council meeting with an update to the existing fee resolution reflecting the proposed changes.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. FY 2026 Fee Resolution Update

Fee Resolution FY 2026 Update.06.16.2026  
Post Falls

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# Admin

## ADMINISTRATIVE FEES

### Business Licenses & Regulations

#### Alcoholic Beverage Licenses

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 100.00	New Annual license
	\$ 50.00	Annual license renewal

### Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr

### City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$ 125.00
Carpet Soiling Surcharge	\$ 50.00

### Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

### Miscellaneous

City Street Renaming	\$ 250.00
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# Utilities

## RECLAIMED WATER:

### Capitalization Fees:

Basic Capitalization Fee - one service unit (5000 gallons) - \$7,621

Commercial/Industrial Capitalization Fee - A minimum of \$7,621 plus an additional \$7,621 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

### User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to seventy-one dollars and ninety-four (\$71.94) per month, and \$14.44 per 1,000 gallons of water used over 5,000 gallons for commercial units.

## SOLID WASTE:

- A. That the base rate for current 35-gallon cart residential users shall be \$10.97 per month, with such a service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such a rate for existing 35-gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96-gallon cart residential users shall be \$14.69 per month, with such a service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. The base rate for one-can(now known as 35-gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time, garbage rates are changed in the future. New residential customers shall be charged the based residential rate of \$14.69 per month with a 96-gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of three dollars and twenty-five (\$3.08) per can equivalent, per pickup;
- E. See spreadsheet below
- F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

## MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for the availability of reclaimed water services and allow a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City's reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$23.93 for each month, or part of thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection, but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial users shall likewise pay a base monthly reclaimed water charge of \$23.93 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.
- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

**UTILITY FEES**

**WATER:**

**Capitalization Fees**

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$ 3,278.00
1" (Commercial)	\$ 5,463.00
1 1/2"	\$ 10,925.00
2"	\$ 17,479.00
3"	\$ 34,958.00
4"	\$ 54,621.00
6"	\$ 109,242.00
8"	\$ 158,291.00

**Use Fees:**

The sum of the following elements (A+B):

**A. BASE FEE FOR ALL USERS:**

<u>Meter Size</u>	<u>Monthly Fee</u>
1" or less	\$ 13.41
1.5"	\$ 22.21
2"	\$ 33.34
3"	\$ 58.87
4"	\$ 95.11
6"	\$ 185.95
8"	\$ 321.88

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 50,000 gallons	\$	1.50
50,000 gallons +	\$	2.13

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$	1.50
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SOLID WASTE:

E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 24.81	\$ 38.34				
300 Gallon Cart	\$ 42.81	\$ 94.59	\$ 141.91			
400 Gallon Cart	\$ 60.82	\$ 121.61	\$ 182.43			
FL Dumpster - 1 YD	\$ 37.05	\$ 74.34	\$ 105.85	\$ 137.37	\$ 168.91	
FL Dumpster - 1.5 YD	\$ 51.81	\$ 99.12	\$ 144.15	\$ 189.17	\$ 234.22	
FL Dumpster - 2 YD	\$ 64.23	\$ 122.74	\$ 180.19	\$ 236.48	\$ 292.76	\$ 336.69
FL Dumpster - 3 YD	\$ 94.59	\$ 180.19	\$ 265.74	\$ 342.33	\$ 433.79	
FL Dumpster - 4 YD	\$ 114.86	\$ 218.07	\$ 324.30	\$ 423.39	\$ 522.50	\$ 633.82
FL Dumpster - 6 YD	\$ 155.41	\$ 292.76	\$ 424.52	\$ 560.73	\$ 695.85	\$ 864.41
FL Dumpster - 6 YD AC	\$ 172.60	\$ 346.24	\$ 503.37	\$ 663.19	\$ 822.99	
FL Dumpster - 8 YD	\$ 202.71	\$ 380.61	\$ 556.27	\$ 731.92	\$ 905.30	\$1,252.10
FL Dumpster - 8 YD AC	\$ 203.35	\$ 323.58	\$ 470.44	\$ 619.80	\$ 1,005.92	
RL Dumpster - 1 YD	\$ 42.00	\$ 74.34	\$ 105.87	\$ 135.13	\$ 164.38	
RL Dumpster - 1.5 YD	\$ 59.70	\$ 103.60	\$ 150.92	\$ 177.92	\$ 218.45	
RL Dumpster - 2 YD	\$ 66.46	\$ 122.77	\$ 180.19	\$ 236.48	\$ 292.76	
RL Dumpster - 3 YD	\$ 96.83	\$ 180.19	\$ 265.74	\$ 342.33	\$ 434.61	
RL Dumpster - 4 YD	\$ 117.10	\$ 220.71	\$ 322.04	\$ 423.39	\$ 526.98	
RL Dumpster - 6 YD	\$ 200.45	\$ 351.32	\$ 499.93	\$ 646.35	\$ 792.71	
RL Dumpster - 8 YD	\$ 249.99	\$ 454.92	\$ 659.86	\$ 864.76	\$ 1,069.71	
Compactor - 4 YD	\$ 337.81	\$ 675.62	\$ 957.12			
Compactor - 5 YD	\$ 416.62	\$ 833.25	\$ 1,249.85			
Compactor - 6 YD	\$ 450.44	\$ 900.82	\$ 1,351.16			
Compactor - 10 YD	\$ 675.62	\$ 1,351.16	\$ 2,026.78			
Compactor - 15 YD	\$ 236.48					
Compactor - 20 YD	\$ 315.42					
Compactor - 30 YD	\$ 450.40					
Compactor - 40 YD	\$ 975.58					
Construction Only - 8 YI	\$ 249.99	\$ 454.92	\$ 659.86	\$ 864.76	\$ 1,069.71	
Construction Only - 10 Y	\$ 297.28	\$ 551.73	\$ 808.47	\$ 1,060.71	\$ 1,317.43	

Additional commercial sanitation will be charged at:

\$13.53 each additional pick up on a 96 gallon cart  
 \$21.44 each ad

Roll Off Boxes:

20 YD delivery	\$ 99.12
20 YD dump	\$ 236.48
30 YD delivery	\$ 99.12
30 YD dump	\$ 236.48
Roll off return trip	\$ 72.12
Roll off round trip	\$ 45.05
Roll off turn around	\$ 22.57

Special Hauls:

4 YD compactor	\$ 123.89
5 YD compactor	\$ 146.41
6 YD compactor	\$ 162.16
10 YD compactor	\$ 191.44

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bin)

96 Gallon commercial	\$ 13.53	4 YD	\$ 49.57
300 Gallon	\$ 22.57	6 YD FL	\$ 67.59
400 Gallon	\$ 30.56	6 YD RL	\$ 81.68
1 YD	\$ 13.53	8 YD FL	\$ 87.90
1.5 YD	\$ 27.04	8 YD RL	\$ 99.20
2 YD	\$ 29.31	10 YD RL	\$ 112.60
3 YD	\$ 36.04		

Bin Placement or Removal:

96 Gallon	\$ 11.31
300 Gallon	\$ 56.32
400 Gallon	\$ 56.32
1 - 8 YD FL	\$ 56.32
1 - 10 YD RL	\$ 56.32

Daily Rent:

96 Gallon	\$ 0.61	1 - 4 YD RL	\$ 2.53
300 Gallon	\$ 2.53	6 - 8 YD FL & RL	\$ 5.00
400 Gallon	\$ 2.53	10 YD RL	\$ 5.68
1 - 4 YD FL	\$ 2.53	20/30 YD Roll Off	\$ 6.69

Other Service Rates:

Delivery/Removal of Permanent Svc Container	\$ 56.32
Make Container Lockable	\$ 74.63
Special Haul Return Fee	\$ 56.32
Gate Fee (each time)	\$ 11.25
Driver Assistance Residential (each time)	\$ 6.81
Driver Assistance Commercial (each time)	\$ 6.81
Man and Truck 1 hour minimum (hour)	\$ 146.41
Commercial Recycling Bin (month)	\$ 13.53
Fighting Creek Trip Charge (each time)	\$ 213.96
Return Trip Residential (each time)	\$ 11.31
Return Trip Container (each time)	\$ 56.32
Additional Cart Service	\$ 11.30
96 Gallon Cart Exchange (each time)	\$ 13.53
Return Trip Recycling (each time)	\$ 11.25

Recycling Bin Removal (each time)	\$	11.25
Pack-out Service (special consideration for disabled and elderly) - (month)	\$	9.04
Saturday Pickup (each time)	\$	22.57
Container Wash (each time)	\$	74.63

**MISCELLANEOUS UTILITY FEES:**

Water Shut Off Fee - Per Occurrence (City of Post Falls)	\$	50.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist.).	\$	50.00
Delinquent Hang Tag Fee - Per Occurrence, Per Dwelling Unit	\$	35.00
Pre-Treatment Sampling		Cost plus 15% admin fee
Dye Test	\$	95.00
Meter Fee		Cost of Meter
Dig-in-fee		Cost of Labor and Equipment

# Cemetery

## CEMETERY FEES

### Burial Lots

Roadside	\$ 1,800.00
Middle	\$ 1,600.00
Inner	\$ 1,400.00
Cremation Lot	\$ 1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108	
All lots	\$ 2,500.00

Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155	
Row A (top)	\$ 1,900.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

### Opening and Closing - Lots

Single depth	Weekdays	\$ 600.00
Double depth - 1st	Weekdays	\$ 750.00*
Double depth - 2nd	Weekdays	\$ 600.00

Single depth/Top double	Saturday (No Sunday)	\$ 850.00
Double depth - 1st	Saturday (No Sunday)	\$ 1,050.00*

Additional to above pricing:

After 3 PM	\$ 250.00
Winter Surcharge	\$ 75.00
Holiday Weekend/Saturday	\$ 450.00

\* plus rental cost of shoring.

### Opening and Closing - Niche

Weekdays	\$ 400.00
Saturday (No Sunday)	\$ 650.00

Additional to above pricing:

After 3 PM	\$ 250.00
Holiday Weekend/Saturday	\$ 450.00

**Miscellaneous**

Headstone Locations	\$	125.00
Setting Military Markers	\$	125.00
Setting Markers*		
Moving Markers/Headstones*		
Oversize Headstones*		
Liners		2.5 X Cost
Deed Transfer	\$	75.00
Engraving		2.5 X Cost
Sell Lot Back to City	\$	75.00
Temporary Markers		2.5 X Cost
Markers		2.5 X Cost
Ancillary Items		2.5 X Cost
Memorial Tree	\$	2,500.00
*Based upon scope of job		
Funeral Late Fee - 1 hour grace period given.	\$	250.00

# Recreation

## Centennial Trail User Fee:

Requests for special events to use the Centennial Trail will be charged a \$1.00 per-user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a refundable \$500.00 performance deposit required.

## Contracted Programs:

Fees for contracted programs will be the amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number of participants, supplies, equipment and Contractor's other costs.

## New Programs:

Fees will be set to cover Program hard costs(staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

## Tournaments:

Fees will be set to cover the use of the City facilities. The minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and the fees being charged. Fees for field preparation might be charged, as necessary.

## Miscellaneous Recreation Fees:

A \$75.00 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports programs will be assessed an additional \$15.00.

Special Event application fee is \$75.00. Fees are set to cover staff time in review of commercial and fund-raising event requests.

Block Trailer is \$50.00 plus a \$250.00 refundable damage deposit.

## RECREATION FEES

### Recreation Activities Fees:

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

		<u>Resident</u>	<u>Non-Resident</u>
Adult Flag Football Tournament		\$ 150.00	\$ 150.00
Adult Flag Football	Team	\$ 551.00	\$ 592.00
extra player		\$ 30.00	\$ 30.00
Adult Volleyball Leagues	Team	\$ 220.00	\$ 240.00
extra player		\$ 30.00	\$ 30.00
Archery		\$ 66.00	\$ 66.00
Art in the Park		\$ 34.00	\$ 34.00
Arts Enrichment		\$ 40.00	\$ 40.00
Basketball, Open Gym		\$ 5.00	\$ 5.00
Brix Camp -		\$ 175.00	\$ 175.00

Camp No School Days - per day.		\$ 55.00	\$ 55.00
Camping 101		\$ 55.00	\$ 55.00
Cross Country Skiing		\$ 36.00	\$ 36.00
	Add gear rental	Cost	Cost
Parent Child Program		\$ 40.00	\$ 40.00
extra child		\$ 8.00	\$ 8.00
Dad's Day Out		\$ 75.00	\$ 75.00
Day Camp (K - 8th Grade) - per week.		\$ 250.00	\$ 250.00
Dodgeball Tournament	Team	\$ 150.00	\$ 150.00
E-Sports Tournaments		\$ 50.00	\$ 50.00
Flag Football Camp - per week.		\$ 145.00	\$ 145.00
Golf Lessons		\$ 110.00	\$ 110.00
Guitar, Intro.		\$ 50.00	\$ 50.00
Gym, Parent Tot		\$ 45.00	\$ 50.00
Gymnastic		\$ 65.00	\$ 65.00
Hockey Lessons		\$ 70.00	\$ 70.00
Ice Skating Lessons		\$ 110.00	\$ 110.00
Intro. To Bowling		\$ 39.00	\$ 39.00
JACC Classes		\$ 250.00	\$ 250.00
Kickball League		\$ 200.00	\$ 250.00
Kickball Tournament	Team	\$ 150.00	\$ 150.00
Ladies Day Out		\$ 70.00	\$ 80.00
Landscaping Class/Gardening		\$ 22.00	\$ 22.00
Lifeguard Classes		\$ 210.00	\$ 210.00
Martial Arts Classes		\$ 50.00	\$ 50.00
Men's Basketball League	Team	\$ 427.00	\$ 459.00
extra player		\$ 26.00	\$ 26.00
Murder Mystery Party		\$ 70.00	\$ 70.00
Photography Classes		\$ 30.00	\$ 30.00
Pickleball Lessons		\$ 50.00	\$ 50.00
Pickleball Tournament		\$ 75.00	\$ 75.00
Pre K - Kind. Instructional Basketba		\$ 45.00	\$ 53.00
Preschool - Discovery Art		\$ 45.00	\$ 45.00
Preschool Holiday Art		\$ 20.00	\$ 20.00
Preschool Workshops		\$ 20.00	\$ 20.00
River City Basketball Tournament	Team	\$ 300.00	\$ 315.00
Rock Climbing: indoor - 1 session adult		\$ 60.00	\$ 60.00
Rock Climbing: indoor - 1 session youth		\$ 50.00	\$ 50.00
Rock Climbing: indoor - 3 session youth		\$ 130.00	\$ 130.00
Rock Climbing:outdoor	Plus equipment	\$ 155.00	\$ 155.00
Running shoes & Microbrews - 5K		\$ 40.00	\$ 50.00
Safe Sitter		\$ 90.00	\$ 90.00
SkyHawk Camp		\$ 200.00	\$ 200.00
Smart Start Flag Footb		\$ 59.00	\$ 65.00
Snow Tubing Trip		\$ 45.00	\$ 50.00
Snowshoe Classes		\$ 36.00	\$ 36.00
Spokane Chiefs Ticket		\$ 25.00	\$ 30.00
Sponsorships		Negotiated	Negotiated
Spring Day Kamp - per week.		\$ 250.00	\$ 250.00
Summer Dance Camp - per week.		\$ 60.00	\$ 60.00
Tennis Camp - per wee		\$ 120.00	\$ 120.00
Tennis, Individual		\$ 50.00	\$ 60.00

Theater Arts		\$ 60.00	\$ 65.00
Triathlon - Adult	Individual	\$ 85.00	\$ 85.00
	Team	\$ 165.00	\$ 165.00
	Late Fee	\$ 15.00	\$ 15.00
Volleyball and Football Clinics		\$ 45.00	\$ 55.00
Volleyball Tournament		\$ 150.00	\$ 150.00
Volleyball, Open Gym		\$ 5.00	\$ 5.00
White Water Rafting Trips		Cost + 50%	Cost + 50%
Wilderness Survival - per week.		\$ 450.00	\$ 450.00
Winter Day Kamp		\$ 250.00	\$ 250.00
Yoga Clas:		\$ 39.00	\$ 39.00
Youth Baseball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Baseball - Smart Hitters		\$ 53.00	\$ 66.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball Camp - per week.		\$ 120.00	\$ 120.00
Youth Competitive Basketball	Team	\$ 485.00	\$ 500.00
extra player		\$ 46.00	\$ 46.00
Youth Dance		\$ 105.00	\$ 105.00
Youth Flag Football		\$ 56.00	\$ 60.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Golf Camp - per week.		\$ 120.00	\$ 135.00
Youth Soccer		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Soccer Camp - per week.		\$ 145.00	\$ 145.00
Youth Sponsorship		\$ 275.00	\$ 275.00
Youth Volleyball		\$ 55.00	\$ 59.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Volleyball - Competitive	Team	\$ 188.00	\$ 214.00
extra player		\$ 29.00	\$ 29.00
Youth Volleyball - Open Gym		\$ 5.00	\$ 5.00
Youth Volleyball Camp - per week.		\$ 120.00	\$ 120.00

**Festival/Special Event Fees:**

10 X 10 Food Booth	\$ 360.00
10x15 Food Booth	\$ 485.00
10x20 Food Booth	\$ 645.00
10 X 10 Craft Booth	\$ 200.00
10x20 Craft Booth	\$ 370.00
10x10 Prepackaged Food Booth	\$ 285.00
	\$65.00 per plug/220 volt outlet @
Electricity Fees	\$250
Camping Fees	\$ 150.00
One Day Craft Booth	\$ 75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Other Booth	\$ 75.00
Parade: Community/Civic Organization/Non-Profit	\$ 20.00

Parade: Adult Marching Unit	\$	20.00
Parade: Youth Marching Unit	\$	20.00
Parade: Live Animal Entry (1-3 animals)	\$	20.00
Parade: Live Animal Entry (4-6 animals)	\$	25.00
Parade: Antique/Classic/Jeep Vehicles (1-9)	\$	20.00
Parade: Antique/Classic/Jeep Vehicles (10+ vehicles)	\$	30.00
Parade: Commercial/Personal Entry	\$	40.00
Parade: Political/Elected Officials	\$	50.00
Parade: Military & Veterans Groups		No Charge

# Parks

## PARK FEES

### Picnic Shelter Fees:

#### Grand Pavilion/Tullamore Amphitheater/West Lawn Area:

	<u>Resident</u>		<u>Non-Resident</u>	
	<u>Weekday</u>	<u>Weekend/Holiday</u>	<u>Weekday</u>	<u>Weekend/Holiday</u>
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

#### Grand Pavilion Heat \$25 per hour and Lights \$25/hour

#### Picnic Shelter/Higgins/Tullamore South Pavilion/Black Bay:

	<u>Weekday</u>	<u>Weekend/Holiday</u>	<u>Weekday</u>	<u>Weekend/Holiday</u>
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Black Bay Park Gas BBQ \$ 50.00

#### Gazebo/Corbin Park/Falls Park/Syringa/Tullamore North/Beck/Woodbridge

	<u>Weekday</u>	<u>Weekend/Holiday</u>	<u>Weekday</u>	<u>Weekend/Holiday</u>
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

#### General Picnic Shelters:

	<u>Weekday</u>	<u>Weekend/Holiday</u>	<u>Weekday</u>	<u>Weekend/Holiday</u>
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

#### Trailhead Shelter

	<u>Weekday *</u> <u>(Mon-Thur)</u>	<u>Weekend/Holiday **</u> <u>(Fri/Sat/Sun)</u>
Regular:	\$100.00/hr.	\$195.00/hr.
Holiday:	\$275.00/hr.	\$295.00/hr.

\* Minimum of 2 hours.

\*\* Minimum of 4 hours.

**Special Room Configuration & Setup** \$75.00 minimum TBD by Department

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>	
Cars	\$	6.00	Cars	\$ 10.00
RV	\$	15.00	RV	\$ 30.00
Boat Launch	\$	15.00	Boat Launch	\$ 30.00
Buses *	\$	50.00	Buses *	\$ 50.00

\* Buses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

**Season Pass \*\***

	<u>Resident</u>		<u>Non-Resident</u>	
Cars	\$	20.00	Cars	\$ 50.00
Bus	\$	150.00		\$ 150.00

\*\* Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

**Ball/Sports Field Usage Fees:**

Use/Reservation of field- 2 Hour Minimum	\$20.00/hr.
Pre-game prep of baseball fields	\$50.00/day
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

\*Organized league users may be eligible for adjusted fees if supplyequipment for City use.

**Miscellaneous Items:**

Corbin Disk Golf Course	Weekday \$250.00	Weekend \$500.00
Gym Rental		\$30.00/hr.
Community Garden		
4 X 8 Plot		\$ 30.00
20 X 20 Plot		\$ 80.00
Deposit		\$ 40.00

Parks Donation	\$ 5,500.00
Bench	
Transitory	\$300 Fee + \$25/Day + 15% of sales
Concessionair Fee	over \$500
Education and Fitness Activity User	\$300 + \$25 + \$2.00/participant in
Fee (i.e. Rock Climbing Guide Service	addition to any associated
Activity or Yoga in the Park	Shelter/Field Fee

# Community Development

## COMMUNITY DEVELOPMENT FEES

### ANNEXATION (Standard)

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

### BUILDING

Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit to be paid at plan submittal.
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	
Building Move	\$400.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)

Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8ft. or hig	\$400.00 each
All Other Signs, per type of sign per	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be perform
<b>TOTAL VALUATION</b>	<b>PERMIT FEE WORKSHEET</b>
\$1.00 to \$500	\$ 23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

**MECHANICAL PERMIT FEES**

Processing fee on all permits	\$ 45.00
Furnace, all types under 100KBTU	\$ 18.00
Furnace, all types over 100KBTU	\$ 22.00
Misc. venting, C/A, duct modificatio	\$ 15.00
Gas fireplace	\$ 25.00
Residential range hood	\$ 16.00
Gas water heater	\$ 15.00
Ventilating/exhaust fans	\$ 10.00
Gas piping, each outlet	\$ 5.00
Clothes dryers	\$ 16.00
Heat pump, A/C 0-3 tons,	
Boiler/Refrig/RTU 1-100MBTU	\$ 16.00

Heat pump, A/C 3+-15 tons, Boiler/Refrig/RTU 101-500MBTU	\$ 30.00
Heat pump, A/C 15+-30 tons, Boiler/Refrig/RTU 501-1,000MBTU	\$ 40.00
Heat pump, A/C 30+-50 tons, Boiler/Refrig/RTU 1,001- 1,750MBTU	\$ 60.00
Heat pump, A/C over 50 tons, Boiler/Refrig/RTU over 1,750MBTU	\$ 100.00
Air handlers, Fan coil units under 10,000 CFM	\$ 15.00
Air handlers, Fan coil units over 10,000 CFM	\$ 20.00
Air to air heat exchangers	\$ 25.00
Evaporative coolers, all types	\$ 15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$ 25.00
Installation/relocation of floor/wall/suspended heaters	\$ 20.00
Commercial plan review fee	25% of equipment fees.

**RESIDENTIAL/COMMERCIAL/INDUSTRIAL**

Utility R-O-W	\$ 100.00
Commercial R-O-W (Base fee)	\$ 350.00
Residential R-O-W (Base fee)	\$ 150.00
Utility Trench Inspection	
1 - 200 ft.	\$ 250.00
201 - 200 ft.	\$ 350.00
401 - 600 ft.	\$ 400.00
601 - 800 ft.	\$ 450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

**MAPS**

Small Map (24"-35")	\$ 25.00
Large Map (36" +)	\$ 35.00
Electronic CD	\$ 20.00

**MAILING AND PUBLICATIONS**

Public Notice Mailings	\$1.00 each
Published Notices (billed to applican	\$ 300.00

**MISCELLANEOUS**

**Table A-33-A - Grading Plan Review Fees**

50 cubic yards or less	No fee
51 to 100 cubic yards	\$ 35.00
101 to 1,000 cubic yards	\$ 55.00
1,001 to 10,000 cubic yards	\$ 75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**Table A-33-B - Grading Permit Fees**

50 cubic yards or less	\$ 35.00
51 to 100 cubic yards	\$ 55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.

**Other inspections and Fees:**

Inspections outside of normal business hours (minimum charge - two (2) hours) \$100.00 per hour

Reinspection fees assessed under provisions of Section 108.8 \$100.00 per hour

Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour) \$100.00 per hour

1. The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

2. Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$ 150.00
Street/Plat Vacation	\$ 750.00
Off-Site Improvement Waiver	\$ 150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$ 50.00

**SUBDIVISION**

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$ 1,000.00
Subdivision Amendment	\$ 500.00
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$ 150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$ 750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$ 600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs. (Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$ 750.00

**ZONING (Standard & Smart Code)**

Smart Code Regulating Plan Review	\$ 3,500.00
Special Use Permit	\$ 750.00
Zone Amendment (Map/Text)	\$ 1,200.00
Variance	\$ 350.00
Preliminary PUD	\$ 2,500.00
Final PUD	\$ 1,000.00
PUD Modification/Amendment Major	\$ 1,500.00
PUD Modification/Amendment Minor	\$ 200.00
Comprehensive Plan Amendment (Map/Text)	\$ 1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 per site (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$ 300.00
Parking Lot Permit	\$ 500.00
Tree Installation Fee	\$ 600.00
Appeal (P&Z, Staff Action, or City Council)	\$ 350.00
License To Use Real Property	\$ 1,000.00
Development Agreement Addendum	\$ 600.00
Fee in lieu for parking	\$ 17,815.00
Master Sign Permit	\$ 300.00
Acceptance of Private Road Application	\$ 2,000.00

**SPECIAL EVENTS**

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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**ELECTRICAL**

Residential

Up to 1,500 sq. ft.	\$ 130.00
1,501 to 2,500 sq. ft.	\$ 195.00
2,501 to 3,500 sq. ft.	\$ 260.00
3,501 to 4,500 sq. ft.	\$ 325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.

New Multi-Family Dwelling (contractors only):

Duplex	\$ 260.00
Three or more multi-family units	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)

Miscellaneous

Signs	\$65 per sign
Outline Lighting	\$65 per occupancy
Other	\$65 per hour
Requested Inspection	\$65 per hour
Power has been off for over 1 year.	\$65 per hour
Plan Check (2 hour minimum)	\$65 per hour
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial
Reinspection Fee	\$ 100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).

Commercial/Industrial

Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

**PLUMBING**

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.

Drain waste/vent piping, alteration/replacement each fixture	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow device.	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.
Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Soft	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)

<b>Commercial Fee Schedule</b>	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

**IMPACT FEES**

Type of Use	Parks	Public Safety	Streets	Multi-modal	Fire	EMS	Total
<b>Residential</b>	<b>Per Housing Unit</b>						
Multi-Family	\$ 5,004	\$ 978	\$ 1,871	\$ 1,077	\$ 1,298	\$ 142	\$ 10,370
Single-Family	\$ 6,721	\$ 1,302	\$ 3,311	\$ 1,447	\$ 1,298	\$ 142	\$ 14,221
<b>Non-Residential</b>							
Commercial /Shopping Center	N/A	\$ 1.30	\$ 6.62	\$ 1.43	\$ 0.65	\$ 0.10	\$ 10.10
Office	N/A	\$ 0.52	\$ 2.59	\$ 0.56	\$ 0.65	\$ 0.10	\$ 4.42
Light Industrial	N/A	\$ 0.27	\$ 1.32	\$ 0.30	\$ 0.65	\$ 0.10	\$ 2.64
Manufacturing	N/A	\$ 0.22	\$ 1.05	\$ 0.24	\$ 0.65	\$ 0.10	\$ 2.26
Warehousing	N/A	\$ 0.11	\$ 0.47	\$ 0.12	\$ 0.65	\$ 0.10	\$ 1.45
Mini-Warehouse	N/A	\$ 0.10	\$ 0.41	\$ 0.11	\$ 0.65	\$ 0.10	\$ 1.37
Elementary School	N/A	\$ 0.67	\$ 3.43	\$ 0.74	\$ 0.65	\$ 0.10	\$ 5.59

Middle School/Junior High	N/A	\$ 0.69	\$ 3.54	\$ 0.78	\$ 0.65	\$ 0.10	5.76
High School	N/A	\$ 0.49	\$ 2.47	\$ 0.55	\$ 0.65	\$ 0.10	4.26
Day Care	N/A	\$ 1.65	\$ 8.36	\$ 1.79	\$ 0.65	\$ 0.10	12.55
Church	N/A	\$ 0.37	\$ 1.85	\$ 0.41	\$ 0.65	\$ 0.10	3.38
Assisted Living	N/A	\$ 0.23	\$ 1.12	\$ 0.25	\$ 0.65	\$ 0.10	2.35
Nursing Home	N/A	\$ 0.35	\$ 1.77	\$ 0.38	\$ 0.65	\$ 0.10	3.25
Recreational Community Center	N/A	\$ 1.51	\$ 7.66	\$ 1.66	\$ 0.65	\$ 0.10	11.58
Hotel (per room)	N/A	\$ 434.04	\$ 2,219.74	475.26	N/A	N/A	\$3,129.04
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	\$ 0.65	\$ 0.10	0.75

# Public Safety

## PUBLIC SAFETY FEES

### All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

### Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

### Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$ 40.00

### Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$25.00/Day
Parking Fine	\$ 40.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 100.00
Salvage Permit Fee - 6 months	\$ 500.00*

\*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

### Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 50.00
Use of Audio/Visual Equipment	\$15.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 35.00

### Title 5 Fees

Sexually Oriented Business	\$300.00 Annually
Bathhouses & Massage Parlors	\$300.00 Annually

# LIDs

## LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

# Public Records Fees

This fee schedule is adopted pursuant to Idaho Code Title 74, Chapter 1, and applies to requests for public records maintained by the City of Post Falls. The City will provide access to public records consistent with Idaho law while recovering the actual costs of responding to requests as permitted by statute.

## Resident Requests

Under Idaho Code §74-102(10)(a), the City shall not charge a fees for:

- The first **two (2) hours of labor** to respond to a public records request submitted by a resident; or
- The first **one hundred (100) pages of paper records** requested by a resident.

If a resident’s request response is anticipated to exceed these limits, the City may require prepayment based on a reasonable estimate of the costs.

## Non-Resident Requests

Under Idaho Code §74-102(10)(g), the City will charge fees for labor and copying costs associated with locating and copying documents requested by a person who is not a resident of the State of Idaho.

Non-resident requests are not eligible for the two (2) hours of free labor or the first one hundred (100) pages of free copies provided to resident requesters, and the City will require a **minimum prepayment of \$100.00** before work begins on processing a non-resident request.

Fees charged to non-resident requesters will not exceed the City’s actual costs incurred in responding to the request.

## Copying Fees

Record Type	Fee
Black and White Copies (not to exceed 11" × 17")	\$0.25 per page
Color Copies (not to exceed 8½" × 11")	\$1.00 per page
DVD/CD Copies	\$5.00 each
USB Flash Drive	\$10.00 each
Oversized Documents (greater than 11" × 17")	Actual duplication cost charged by outside vendor

## Labor Charges

Labor charges apply when:

- The request is submitted by a non-resident;
- A resident request exceeds two (2) hours of administrative processing time<sup>1</sup>;
- A resident request requires more than one hundred (100) pages of copies;
- Records must be reviewed or examined to determine whether they contain exempt material and, if necessary, redacted before they can be released;
- Legal review or redaction of exempt material or materials that are partially exempt is required<sup>2</sup>.

Labor charges shall reflect the actual time reasonably necessary to process the request.

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1. The two (2) hours of free administrative labor provided to resident requesters under Idaho Code §74-102 apply only to administrative labor associated with locating, gathering, and producing records.
  2. Legal examination by an Attorney for review or redaction is not included within the two (2) hours of free labor and may be charged when necessary to review or redact records before they can be released.
- 

### **Administrative Labor**

Administrative or records staff time will be charged at the hourly wage plus benefits of the lowest-paid qualified employee able to perform the work.

### **Examination for Redaction of Exempt Information**

Time spent reviewing records to identify or remove exempt information will be charged at the hourly wage plus benefits of the lowest-paid qualified employee able to perform the work.

If legal review is required, attorney time will be charged at the hourly wage plus benefits of the lowest-paid attorney qualified to review or redact the records.

### **Suspension for Unpaid Fees**

The City may suspend processing of any public records request if the requester has outstanding unpaid fees from a prior public records request. Processing may resume once all outstanding balances are paid in full.

### **Serial Requests**

Multiple requests from the same requester that relate to the same subject matter will be treated as a single request for purposes of calculating labor and copying costs. This provision prevents the segmentation of requests to avoid fees.

### **Scope of Requests**

The City provides access to existing public records. The City does not conduct research, compile or assemble information, or create new records in response to a request. Public records inspection and copying will occur during the City's regular office hours unless otherwise authorized by the custodian of the records, and are subject to the same fees required for processing records requests.

### **Format for Records Provided**

The City will determine the form and format in which records are provided. Public records will be produced in a format chosen by the City that reasonably reproduces the requested records. The City is not required to provide records in the requester's preferred format or in the native or original format in which the records are maintained.

### **Use Restrictions**

Records produced pursuant to this fee schedule shall not be used for mail or telephone solicitation where prohibited by law. The City may require a requester to affirm compliance with this requirement as part of the records request process.

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 7/7/2026**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Andrew Arbini, Projects Division Manager  
**SUBJECT:** Well House 4 Rehabilitation, Contract Amendment with J-U-B Engineers

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**ITEM AND RECOMMENDED ACTION:**

City Council approves and authorizes the mayor to sign the Contract Amendment with J-U-B Engineers.

**DISCUSSION:**

In October 2023 City Council authorized design and construction management services agreement with J-U-B Engineers to rehabilitate the Well House 4 facility. This project was identified in the 2018 Water System Master Plan as a priority project to increase system capacity and reliability. In December 2024, City Council awarded the construction contract to WM Welch. Construction began in March 2025 and physical construction of the well house and required equipment is complete.

As of March 2<sup>nd</sup>, WM Welch began required water testing efforts for coliforms (indicators of contamination) and E.coli (pathogenic bacteria, a health risk). Initial and subsequent testing has shown contamination within the well water. WM Welch has attempted several chlorination efforts to decontaminate the well, which have so far been unsuccessful. The well has been isolated from the water system to avoid contamination reaching the city's drinking water distribution system.

J-U-B is serving as the city's advisor on this project. Their expertise in well construction is needed as the project has encountered this unexpected result. Their guidance will help in assessing contractor efforts compared to the specifications and navigating contractual rights and obligations through this process. As city staff are not experts in this area, retaining J-U-B for guidance helps to manage the city's risk should this process continue to prove challenging.

J-U-B has developed a contract amendment to provide consultation and support needed for the disinfection of the well, which is necessary to achieve project completion. This amendment represents what J-U-B anticipates as required support services to achieve a passing water test. J-U-B has also provided an estimate for additional services, including hydrogeological subconsultant expertise, should it be in the City's interest to hire a different contractor to decontaminate the well. Work under this amendment will be billed as time and materials and may be less than authorized by this amendment.

Upon resolution of the contamination, staff will have more information to assess whether there is a responsible party or whether this issue was due to external factors. The city continues to reserve its contractual rights under the construction contract with WM Welch.

City staff have prepared a short presentation to discuss further project specifics with City Council.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

November 3, 2025 – Contract Amendment 1 with J-U-B Engineers

December 6, 2024 – Recommendation of Award

October 17, 2023 – J-U-B Engineering and CMS Agreement

**APPROVED OR DIRECTION GIVEN:**

Items were reviewed and approved as applicable.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

The increase to the contract is \$67,000. Funding for this project will come from the authorized Well House 4 Rehabilitation budget. Delays to other projects are not anticipated.

**BUDGET CODE:**

750-462.3227.95550

**ATTACHMENTS:**

1. 070726 Well House 4 JUB Contract Amendment PPT
2. JUB Amendment 3

# Well House 4 Rehabilitation J-U-B Contract Amendment

Andrew Arbini  
Projects Division Manager, Public Works  
July 7, 2026



# Presentation Outline

- Project Summary and Update
- Well Disinfection
- Contract Amendment with J-U-B
- Next Steps

# Well House 4



# Project Summary

- 2018 Water System Master Plan
- Replacement of existing Well House and Pump
- Physical construction of the project is complete
- Contractor to return a disinfected well to the city
  - Several chlorination attempts have been unsuccessful
- The well is currently isolated to avoid contamination of the drinking water system

# Well Disinfection

- Contract includes comprehensive disinfection procedure
  - Coliforms (indicators of contamination)
  - E. coli (pathogenic bacteria, a health risk)
- Variances between the contractor's disinfection plan and spec procedure
- No known contamination prior to starting construction
- Potential for external factors causing the contamination

# Contract Amendment

- Consultation support to city staff and the contractor
- Onsite observation of disinfection
- Hydrogeologic services to advise on disinfection plans

Task 200: Increase of \$32k

- Additional services include assisting the city in hiring a contractor for additional well disinfection
- Consultation support to city staff and the contractor
- Hydrogeologic services to advise on disinfection plans

Additional Support Services Option: \$35k

# J-U-B Financial Summary

J-U-B Contract to-date	\$ 465,000.00
Contract Amendment	\$ <u>67,000.00</u>
Total	\$ 532,000.00

\*Funded through Well House 4 Rehabilitation Budget  
GL Code: 750-462.3227.95550

# Next Steps

- Continue disinfection discussions with the contractor
- Stay within the confines of the contract
- Upon resolution, staff will know more if there is a responsible party
- The city continues to reserve its contractual rights under the construction contract
- Closeout of the project and final documents

# Questions



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Post Falls
Project Name: Well House No. 4 Replacement – Amendment 3
J-U-B Project Number: 20-23-052

- 1. Amendments. The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B’s existing Agreement for Professional Services for this Project, dated September 21, 2023. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Consultation and construction support for Contractually Required well disinfection plan for Well 4. Construction efforts to date have not provided water quality results meeting the Contract Requirements. This amendment includes the following components to support and advise City staff in further efforts to mitigate the continued water quality issues.

- Attend meetings with City Staff and Contractor as required to address Construction Coordination – Estimated at 2 meeting per week for 4 weeks – One per with J-U-B and City staff, and one per week including the Contractor.
Contractor Submittal Review and Comments – Estimated as two full submittal reviews (disinfection summary and proposed plan) with one revision each.
On site observation for Contractor proposed disinfection protocol and testing – Estimated at two half days of on-site time.
Hydrogeologic subconsultant to advise on disinfection plans and respond to field questions.

Additional Services - If Contractor proposed disinfection process is unsuccessful and further effort is required, the following engineering services may be utilized:

- Assisting City staff in soliciting bids from Contractors for additional well work: The potential additional well may include well disinfection, removal, cleaning, and reinstallation of the well pump, camera inspection of the well, brushing and bailing of the well, and testing of the well.
Assisting with bid review and award.
Assist with construction meetings, observation, submittal review, changes orders and pay requests – assuming 4 week construction window and part time observation (15 hrs/week).
Hydrogeologic subconsultant to advise on site specific issues and field questions.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

- 3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B’s standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Time and Materials Increase.

Task 200– Increase time and materials existing estimated budget of \$287,900 by \$32,000.

Additional Services – Time and materials with an estimated budget of \$35,000.

- 4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Concurrent with construction progress.

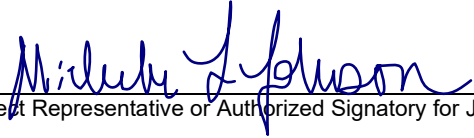
Dated this 29 day of June, 2026

**CLIENT**

By: \_\_\_\_\_  
Project Representative or Authorized Signatory for  
CLIENT

\_\_\_\_\_  
Print or Type Name and Title

**J-U-B ENGINEERS, Inc.**

By:  \_\_\_\_\_  
Project Representative or Authorized Signatory for J-U-B

Michelle L. Johnson, P.E., CDA-SPO W/WW Area Lead  
\_\_\_\_\_  
Print or Type Name and Title